



City of Abilene City Council Agenda

Kyle McAlister, Mayor Pro-tem
Weldon Hurt, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Shane Price, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on November 18, 2021, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. Ceremonial Gavel Presentation from State Senator Lucio

PUBLIC COMMENTS

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

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 so requests, in which event the item will be removed from the Consent Agenda and considered separately.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 28, 2021, and the Regular Meeting Held on November 4, 2021 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**

- Board of Building Standards
- Library Advisory Board

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Professional Services Agreement with Baker Tilly US, LLP for a Comprehensive Compensation and Classification Study **(Robert Hanna)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid No. 2169 to Teinert Construction for Renovation to the Abilene Convention Center North Plaza **(Molly Moser)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on renewal of the Water Supply Contract with the Hamby Water Supply Corporation **(Rodney Taylor)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Smith Pump Company, Inc. for Repair of Ivie Raw Water Intake Pump #1 **(Rodney Taylor)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Engineering Services for Maple Street Roadway Improvements Carriage Hills Parkway to Loop 322 to Jacob and Martin. **(Greg McCaffery)**
10. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 17, "Misc Provisions", Article III, "Metal Recycling Entities and Precious Metal Buyers", Section 17-68, "Permit Expiration" of the Abilene Municipal Code **(Shawna Atkinson)**
11. **Ordinance (First Reading) Z-2021-30:** Receive a Report, Hold a Discussion and Take Action on a Request from Hit Ventures LLC to Change Zoning from Agricultural Open Space (AO) to a Neighborhood Retail (NR) District on Approximately 4.51 acres at 3250 Beltway South. **(Tim Littlejohn)**
12. **Ordinance (First Reading) Z-2021-31:** Receive a Report, Hold a Discussion and Take Action on a Request from Jeffrey C. Snead to Change Zoning from Agricultural Open Space (AO) to a General Commercial (GC) District on Approximately 36 Acres of Land at 3658 East Highway 80 in East Abilene. **(Tim Littlejohn)**
13. **Ordinance (First Reading) Z-2021-32:** Receive a Report, Hold a Discussion and Take Action on a Request From Weatherbee Construction Inc. (Represented By Enprotec/Hibbs & Todd, Engineering Consultants) To Change Zoning From Agricultural Open Space (AO) To A Residential Medium-Density (MD) District On Approximately 14 Acres Of Land at 665 East South 27th Street In Southeast Abilene. **(Tim Littlejohn)**
14. **Ordinance (First Reading) Z-2021-33:** Receive a Report, Hold a Discussion and Take Action on a Request From Sitzes Brothers LLC (Represented By Enprotec/Hibbs & Todd, Engineering Consultants) To Change Zoning From Residential Multi-Family (MF) To A Planned Development (PD) District Allowing Uses Commensurate With Residential Multi-Family (MF) Zoning As Well As Self-Service Storage, On Approximately 1¼ Acre Of Now-Vacant Land At 3750 Rolling Green Drive, In South Abilene. **(Tim Littlejohn)**
15. **Ordinance (First Reading) Z-2021-34:** Receive a Report, Hold a Discussion and Take Action on a Request From Christopher Blake Howard (Represented By Jacob & Martin LLC) To Change Zoning From Residential Single-Family (RS-6) To A Residential Single-Family Patio Home (PH) District On Approximately 2.78 Acres Of Now-Vacant Land At 1633 Griffith Road. **(Tim Littlejohn)**
16. **Ordinance (First Reading) Z-2021-35:** Receive a Report, Hold a Discussion and Take

Action on a Request From Broadview Baptist Church (Represented By Les Campbell) To Change Zoning From Residential Single-Family (RS-6) To A Neighborhood Retail (NR) District On 0.3271 Acre Of Land At 2414 South 27th Street In South Central Abilene. **(Tim Littlejohn)**

17. **Ordinance (First Reading) Z-2021-36:** Receive a Report, Hold a Discussion and Take Action on a Request From Abilene Majestic LLC (Represented By Jacob & Martin LLC) To Amend Terms And Conditions Of Planned Development District Number 77 (PD 77) Specifically As They Affect 1.98 Acre Of Now-Vacant Land At 3850 Catclaw Drive In South Abilene, Expanding The Range Of Allowed Uses There To Include (Minor) Repair And Maintenance Of Automobiles And Small Trucks. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Tax Abatement Guidelines and Criteria Renewal **(Robert Hanna)**
19. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 32, "Utilities" of the Abilene Municipal Code, Article III, "Fats, Oils, and Grease" **(Rodney Taylor)**
20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-289.1, "Same - During Certain Hours" of the Code of Ordinances Regarding School Zone Areas No Longer in Use **(Greg McCaffery)**
21. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-297, "Stopping, standing and parking prohibited," of the Code of Ordinances to install a No Stopping, Standing, Parking Zone on the North and South sides of EN10th Street near Taylor Elementary School. **(Greg McCaffery)**

EXECUTIVE SESSION

22. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**
- A. 551.071 (Consultation with Attorney)**
1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
 2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
 3. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
 4. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
 5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
 6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
 7. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
 8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
 9. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite

Suspension to Arbitration, filed March 10, 2021

10. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021

11. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021

12. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020

13. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021

14. Governor's Executive Orders - COVID-19

15. Public Comment and the Open Meetings Act

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Project Artemis

REGULAR AGENDA

23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Agreement with Project Artemis (*Misty Mayo*)

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 12th day of November, 2021, at 3:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 28, 2021, and the Regular Meeting Held on November 4, 2021 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on October 28, 2021, and the Regular Meeting Held on November 4, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 10-28-2021 Minutes - Regular - Evening
2. 11-04-2021 Minutes - Regular - Morning

CITY COUNCIL MEETING
October 28, 2021 at 4:30 p.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on October 28, 2021, at 4:30 p.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, City Secretary Shawna Atkinson, and various members of the City staff.

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 4:30 p.m. pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 20. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project
 - 2. Project Artemis

The Executive Session ended at 5:09 p.m. and reconvened to Open Session at 5:30 p.m. as noted on the posted agenda. Mayor Williams reported no votes or action were taken in Executive Session.

Councilmember Shane Price left at the conclusion of Executive Session and did not attend the remainder of the meeting.

Deputy Mayor Pro-tem Travis Craver delivered the invocation, and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Dr. David Young with AISD and Leslye Roberts, Principle of Taylor Elementary, wanted to thank the City Council and City employees who assisted in making the flow of traffic at Taylor Elementary a success.
- Billy Enriquez spoke about the passing of Ovelia Campos.

CONSENT AGENDA

The Consent Agenda consisted of items 3-14. Item 13 was pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Jenny Henley and Mikaela Allmand, citizens – Item #13

Councilmember Albus moved to approve items 3-12 and 14. Councilmember Beard seconded the motion. Motion carried.

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

Councilmember Hurt had a conflict of interest on item #14 and abstained from voting on that item. A conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for Item #14 was as follows:

AYES (5): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers, Beard and Albus
 NAYS (0): None
 ABSENT (1) Councilmember Price
 ABSTAIN (1): Councilmember Hurt

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 14, 2021
4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Water Storage Services Agreement with the City of Clyde, Texas
[ASSIGNED RESOLUTION NO. 172-2021]
5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Interlocal Agreement with the City of Clyde, Texas, regarding the Extra Territorial Jurisdiction (ETJ) boundary line and Release of a portion of Abilene's ETJ
[ASSIGNED RESOLUTION NO. 173-2021]
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Texas Attorney General Global Opioid Settlement Agreement
[ASSIGNED RESOLUTION NO. 174-2021]
7. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action on Approving a Contract Renewal for Employee Assistance Program (EAP) Services
[ASSIGNED RESOLUTION NO. 175-2021]
8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Purchase of two El Dorado 32 feet-long Replacement Buses for CityLink
[ASSIGNED RESOLUTION NO. 176-2021]
9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Extended Term Street Use License with The Half King (dba) The Pour House (401 Pine St, Suite C)
[ASSIGNED RESOLUTION NO. 177-2021]
10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of Change Order of Contract: Downtown Pavement Marking Project
[ASSIGNED RESOLUTION NO. 178-2021]
11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to Toter LLC. for Solid Waste 95 Gallon Refuse Containers
[ASSIGNED RESOLUTION NO. 179-2021]
12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid (CB-2202) to Tank Holding Corp. for Solid Waste 300 Gallon Refuse Containers
[ASSIGNED RESOLUTION NO. 180-2021]

14. Ordinance (First Reading) Z-2021-29: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc. (Represented by Enprotec/Hibbs & Todd, Engineering Consultants) to Amend Terms and Conditions of Planned Development District Number 104 (PD 104) as They Affect Approximately 18 Acres of Now-Vacant Land Located Therein and Planned for Low to Medium Densities of Single and Two-Family Homes

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

13. Ordinance (First Reading) Z-2021-28: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request to Change Zoning from Residential Single-Family (RS-6) to a Heavy Commercial (HC) District on Approximately 0.482 Acre of Land at 437, 541 and 557 North 11th Street, at or Near the Southeast Corner of Ash and North 11th Streets

The item was pulled by Jenny Henley and Mikaela Allmand.

Mikaela Allmand did not wish to speak, but submitted a card in support of the item.

Having pulled the item, Jenny Henley, attorney for the property owner, clarified her client's intentions for the rezone and his intentions to fence across the three properties.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers, Beard, Albus and Hurt

NAYS (0): None

ABSENT (1) Councilmember Price

REGULAR AGENDA

15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with JBT Aerotech Corporation to Replace the Airport's Two Passenger Boarding Bridges
[ASSIGNED RESOLUTION NO. 181-2021]

Don Green, Director of Transportation, presented the item. Adoption of the item would approve a contract with JBT Aerotech Corporation to replace the Airport's two passenger boarding bridges.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers, Beard, Albus and Hurt

NAYS (0): None

ABSENT (1) Councilmember Price

16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with ArkStar Group for Airport Marketing Assistance
[ASSIGNED RESOLUTION NO. 182-2021]

Councilmember Beard had a conflict of interest and left the room during discussion. A conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Don Green, Director of Transportation, presented the item. Adoption of the item would approve a contract with ArkStar Group for Airport marketing assistance.

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

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

AYES (5): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers, Albus and Hurt
NAYS (0): None
ABSENT (1) Councilmember Price
ABSTAIN (1): Councilmember Beard

17. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 10, Article III, "Fire Prevention Code", Division 1, Sec. 10-46 of the Abilene Municipal Code
[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

18. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 43-2021 Adopting Fees and Charges, by Amending Alcoholic Beverage Permit Fees
[ASSIGNED ORDINANCE NO. 60-2021]

Shawna Atkinson, City Secretary, presented the item. Adoption of the item would amend the fee schedule to allow for mixed beverage alcohol billing beginning in the 4th year of billing, in accordance with the Texas Alcoholic Beverage Commissions' Maximum Local Fee Schedule.

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

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

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

19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter.
[ASSIGNED RESOLUTION NO. 183-2021]

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

Mayor Pro-tem McAlister moved to (re)appoint the following:

Board	Term End Date
<i>Abilene-Taylor County Public Health Advisory Board</i>	
Randy Williams [Reappointment]	November 2024
<i>Abilene-Taylor County Venue District Board</i>	
Anthony Williams [Reappointment]	November 2023
Downing Bolls [Reappointment]	November 2023
Kyle McAlister [Reappointment]	November 2023
<i>Airport Development Board</i>	
Randy Williams [Reappointment]	November 2024
Woody Gilliland [Reappointment]	November 2024
<i>Board of Adjustment</i>	
Bob Beerman [Reappointment]	November 2021
Morton Langholtz [Reappointment]	November 2024
<i>Board of Building Standards</i>	
Wayne Paris [Reappointment]	November 2023
David Beard [Reappointment]	November 2023
Lloyd Turner [Reappointment]	November 2023
Melissa Sparks [Alternate] [Reappointment]	November 2023
<i>Citizens Advisory Board for People with Disabilities</i>	
JoAnne Fluke [Reappointment]	October 2023
Jamie Thomas [Reappointment]	October 2023
Katherine Ballard [Reappointment]	October 2023
<i>Library Advisory Board</i>	
Clint Buck [Reappointment]	November 2023
<i>Neighborhood Services Advisory Board</i>	
Rachel Slaymaker [Reappointment]	November 2023
Kenneth Bowles [Reappointment]	November 2023
<i>Planning & Zoning Commission</i>	
Clint Rosenbaum [Reappointment]	November 2024

Councilmember Beard seconded the motion; motion carried

AYES (6): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers, Beard, Albus and Hurt

NAYS (0): None

ABSENT (1) Councilmember Price

PUBLIC COMMENTS

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

- David Swart – spoke about Boo at the Zoo this weekend, the drive-in movie theatre showing free movies, and his thoughts on public comments being limited to 2 minutes.
- Paul James – spoke about the degradation of un-encapsulated Styrofoam at Lake Fort Phantom Hill and the issues it is causing.
- Jeanna Hall – spoke in favor of making Abilene a sanctuary city for the unborn.
- Dorothy Clay – spoke in favor of making Abilene a sanctuary city for the unborn.
- Andrew Turnbull – spoke on behalf of the Toasted Traveler food truck, and urged Council to reconsider the fire code amendments that will hurt local food trucks.

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

ADJOURNMENT

There being no further business, the meeting adjourned 6:07 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
November 4, 2021 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on November 4, 2021, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Pro-tem Kyle McAlister delivered the invocation.

Jack Bailey, August Albright and Natalie West from Thomas Elementary, and Laila Benavidez and Jordan Blount from Stafford Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Employee Service Awards:
 - Tyson Kropp – 20 Years – Police Department
- Proclamations:
 - General Aviation Appreciation Month – accepted by Jeff Clement, President of Chapter 471 of the Experimental Aircraft association (EAA).
 - Adopt a Shelter Dog Month – accepted by the staff at Abilene Animal Services

CONSENT AGENDA

The Consent Agenda consisted of items 4-15. All items were pulled for individual consideration.

Items pulled for individual consideration were as follows:

- David Swart, citizen – Item #4
- Cynthia Alvidrez, citizen – Items #5-15

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19)
[ASSIGNED RESOLUTION NO. 184-2021]

The item was pulled by David Swart, citizen.

Having pulled the item, Mr. Swart spoke about the President's mandates on the COVID-19 vaccine.

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

- Cynthia Alvidrez – questioned the Mayor's authority to do certain things under the local disaster declaration.

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

Mayor Williams and City Attorney Stanley Smith both addressed Ms. Alvidrez's question and stated that the Mayor does possess certain authorities that are outlined in the declaration.

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

AYES (6): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard and Albus

NAYS (1): Councilmember Hurt

5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Justice Construction, Inc. for Improvements to Stevenson Park
[ASSIGNED RESOLUTION NO. 185-2021]

The item was pulled by Cynthia Alvidrez, citizen, who requested to receive the staff report before she commented.

Lesli Andrews, Director of Parks and Recreation, presented the item. Adoption of the item would approve an agreement with Justice Construction for improvements to Stevenson Park.

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

- Cynthia Alvidrez – questioned if Stevenson Park was in a flood zone.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Chris Redman for the Facility Management of Rose Park Tennis Center
[ASSIGNED RESOLUTION NO. 186-2021]

The item was pulled by Cynthia Alvidrez, citizen, who requested to receive the staff report before she commented.

Lesli Andrews, Director of Parks and Recreation, presented the item. Adoption of the item would approve an agreement with Chris Redman for the Facility Management of Rose Park Tennis Center

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

- Cynthia Alvidrez – stated she would like to see more sports offerings to those who attend the After School Care Program.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Jacob Martin for Engineering Services for Cobb Park and Lee Park Improvements
[ASSIGNED RESOLUTION NO. 187-2021]

The item was pulled by Cynthia Alvidrez, citizen, who requested to receive the staff report before she commented.

Lesli Andrews, Director of Parks and Recreation, presented the item. Adoption of the item would approve an agreement with Jacob & Martin for Engineering Services for Cobb Park and Lee Park Improvements.

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

- Cynthia Alvidrez – expressed her concerns about the dangers of the creek that runs beside the new location for the splash pad for Lee Park, and the restrooms for Cobb Park.
- James Sergeant – recommended strategic placement of the splash pad along with a cover for it.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Jacob Martin for Engineering Services for Sears Park, Nelson Park, and Redbud Park Sidewalk Improvements
[ASSIGNED RESOLUTION NO. 188-2021]

The item was pulled by Cynthia Alvidrez, citizen, who requested to receive the staff report before she commented.

Lesli Andrews, Director of Parks and Recreation, presented the item. Adoption of the item would approve an agreement with Jacob & Martin for Engineering Services for Sears Park, Nelson Park, and Redbud Park Sidewalk Improvements.

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

- Cynthia Alvidrez – questioned where the funds were coming from for the sidewalk at Sears Park.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract Renewal for Cartegraph Operations Management System
[ASSIGNED RESOLUTION NO. 189-2021]

The item was pulled by Cynthia Alvidrez, citizen, who left the meeting before the item was considered.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Expansion of the Automated Ticketwriter Program and Related Purchases
[ASSIGNED RESOLUTION NO. 190-2021]

The item was pulled by Cynthia Alvidrez, citizen, who left the meeting before the item was considered.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Acceptance of the Children's Advocacy Centers of Texas Grant, and Approving the creation of a full time Mental Health Advocate/Child Sex Trafficking Care Coordinator position
[ASSIGNED RESOLUTION NO. 191-2021]

The item was pulled by Cynthia Alvidrez, citizen, who left the meeting before the item was considered.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Request For Proposals (RFP) for Engineering Services for North 10th Street Roadway Improvements to Enprotec/ Hibbs & Todd

[ASSIGNED RESOLUTION NO. 192-2021]

The item was pulled by Cynthia Alvidrez, citizen, who left the meeting before the item was considered.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

13. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-289.1, "Same - During Certain Hours" of the Code of Ordinances Regarding School Zone Areas No Longer in Use

The item was pulled by Cynthia Alvidrez, citizen, who left the meeting before the item was considered.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-297, "Stopping, standing and parking prohibited," of the Code of Ordinances to install a No Stopping, Standing, Parking Zone on the North and South sides of EN10th Street near Taylor Elementary School

The item was pulled by Cynthia Alvidrez, citizen, who left the meeting before the item was considered.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 32, "Utilities" of the Abilene Municipal Code, Article III, "Fats, Oils, and Grease", and setting a public hearing for November 18, 2021

The item was pulled by Cynthia Alvidrez, citizen, who left the meeting before the item was considered.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt
NAYS (0)

REGULAR AGENDA

16. Presentation: Receive a Report, Hold a Discussion and Public Hearing Regarding the Findings of the Mayor's Entertainment District Task Force

Michael Rice, Assistant City Manager, presented the item. Mr. Rice went over the task that was set forth for the Task Force, their meetings and attendance, discussion topics, and the overall findings and recommendations of the Task Force.

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

- Ian Nickerson – thanked the Council for allowing him the opportunity to be on the Task Force and stated it would be wise to have subject matter expertise to take it a step further
- David Swart – Requested under the MIP fund to put LED street lights on NE & SE corner of 3rd and Cypress.
- Tom McAlister – stated that he would like to see a limit on the number of places that sell alcohol within the downtown area.
- Katherine Beeman – served on the Task Force and represents Keep Abilene Beautiful, and stated they are working with numerous organizations and businesses to improve the downtown area.
- Steve Davis – served on the Task Force, and stated he would like to see a designated Downtown Coordinator and believes that downtown could be the heartbeat of Abilene.
- David Councilman – thanked the City and those involved in developing downtown.
- Kyle Tamez – stated he purchased a few properties in the downtown area and does not want to see more restrictions put in place on those properties
- Allison Carol –President of the Downtown Association. Stated she would love to be included in further discussion of the development of downtown.
- Josh Black – stated that limitations are important for property growth and are not to limit businesses, but to grow the whole area. The Preservation League always encourages people to preserve buildings.
- Rosten Callerman – Reminded everyone to include our vulnerable neighbors that spend time downtown, and invited everyone to engage with the local homeless coalition to have conversations about this as development happens.

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

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

17. Ordinance (Final Reading) Z-2021-28: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request to Change Zoning from Residential Single-Family (RS-6) to a Heavy Commercial (HC) District on Approximately 0.482 Acre of Land at 437, 541 and 557 North 11th Street, at or Near the Southeast Corner of Ash and North 11th Streets
[ASSIGNED ORDINANCE NO. 61-2021]

Tim Littlejohn, Interim Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Residential Single-Family (RS-6) to a Heavy Commercial (HC) District.

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

- Terry Lankford, Feddy Deleon, Wilbur Lockridge, Becky Tribar, and Sandy McCortter filled out cards in support of this item, but didn't speak
- Jenny Henley – represents applicant. Stated they are wanting to replat it into one property. One part of the property is already zoned HC that her client owns.
- James Pitt – owner of the property. Purchased the lot for his business and has been fenced and secured for storage, which is to keep the neighborhood presentable. Stated this is a family business and employs people from the neighborhood.
- Susan Lankford – stated she still owns property on N10th, and they did not have problems changing those properties to HC. Ms. Lankford is in favor of this item.
- Randy Steffy – spoke about different lots and the homes in the area.
- Allan Pitts – spoke in support of the item.
- Izair Lankford – stated it is his desire that the neighborhood be improved for residents rather than extending it to other businesses.
- Rosten Callerman – stated that the Carver neighborhood plan was adopted 10 years ago to protect the neighborhood from encroachment and development, and is against this item.
- McKayla Almond – stated the money is not staying in the Carver neighborhood, because it is owned by a commercial realtor in Dallas.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt
NAYS (0): None

18. Ordinance (Final Reading) Z-2021-29: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc. (Represented by Enprotec/Hibbs & Todd, Engineering Consultants) to Amend Terms and Conditions of Planned Development District Number 104 (PD 104) as They Affect Approximately 18 Acres of Now-Vacant Land Located Therein and Planned for Low to Medium Densities of Single and Two-Family Homes
[ASSIGNED ORDINANCE NO. 62-2021]

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

Tim Littlejohn, Interim Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms and conditions of the above planned development district for Low to Medium Densities of single and two-family homes.

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

- David Todd – represents the client. Stated that the verbiage for tract 3 in the ordinance talks only about self-storage units. Staff felt like they needed clarification that tract 3 would allow self-storage and or medium density housing.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard and Albus

NAYS (0): None

ABSTAIN (1): Councilmember Hurt

PUBLIC COMMENTS

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

- David Swart – stated 42 years ago the American Embassy in Iran was taken captive by radical students. Today is Steal a Taco, Steal a Base Day, and next Thursday is Armistice day. Mr. Swart thanked veterans.
- Dorothy Clay – spoke about making Abilene a sanctuary city for the unborn.

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

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 10:19 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

19. A. 551.071 (Consultation with Attorney)
 1. Robert Steven Reitz v. City of Abilene, Texas et al
 2. Public Comment Law & the Open Meetings Act
19. B. 551.072 (Deliberations about Real Property)
 1. 101 Cypress Street
 2. 1250 N 1st
19. F. 551.087 (Business Prospect/Economic Development)
 1. Abilene Convention Center Hotel Project
 2. DCOA Project Artemis

The Executive Session ended at 10:28 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

REGULAR AGENDA

20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 193-2021]

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

Councilmember Hurt moved approve the casting of votes to nominate Jessica Cantu to the Taylor County Appraisal District Board of Directors. Councilmember Price seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Beard, Price, Albus, and Hurt

NAYS (0): None

21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 194-2021]

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

Councilmember Beard moved approve the casting of votes to nominate Haley Jo Oates to the Jones County Appraisal District Board of Directors. Councilmember Albus seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Beard, Price, Albus, and Hurt

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 11:14 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4.

**Resolution: Receive a Report, Hold a Discussion and Take Action on
Appointing Members to Various Boards and Commissions per the City Charter
(Shawna Atkinson)**

- Board of Building Standards
- Library Advisory Board

GENERAL INFORMATION

The item provides for reappointment of new members as well as new members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 18th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Board of Building Standards</i>	
Jeremy McBrayer [Regular] [Reappointment]	Nov-23
<i>Library Advisory Board</i>	
Denise Moore [New]	Nov-23

Resolution: Appointing Member(s) to various Boards and Commissions per the City Charter

- Board of Building Standards
- Library Advisory Board





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Professional Services Agreement with Baker Tilly US, LLP for a Comprehensive Compensation and Classification Study (Robert Hanna)

GENERAL INFORMATION

The City of Abilene last completed a compensation and classification study in 2017. In general, it is considered best practice to complete a compensation and classification study every five years. While we have only hit year four since our last compensation and classification study was completed, the market conditions have dramatically changed and workforce attraction and retention issues are more problematic than ever. A new compensation and classification study will allow the City to better adjust existing pay structures based on real data, and use it to attract and retain a skilled and qualified workforce.

Baker Tilly US, LLP is the ninth largest accounting firm in the United States, and over the last five years has completed twenty-one classification and compensation studies for public sector organizations. In addition to a compensation comparison analysis with our ten peer public entities, Baker Tilly will also analyze benefits so we will have a better understanding of our total compensation package in regards to our labor market.

Baker Tilly will assist the City in the implementation of the Systematic Analysis and Factor Evaluation (SAFE) system developed exclusively for the evaluation of public sector positions. The SAFE system has been successfully used for many years and has been reviewed in Federal Court in conjunction with an Equal Employment Opportunity (EEO) suit and found acceptable to the Court. The SAFE system will help the City classify jobs and compensate for positions based on internal equity in the organization. Baker Tilly will train City personnel to ensure the City can administer the SAFE system moving forward.

Baker Tilly will develop the City's new pay structure in cooperation with City administration,

and identify three funding scenarios to implement the plan.

It is anticipated that the work product will take 5-6 months to fully complete. This would put us in line to have the information in time for the annual budget process.

SPECIAL CONSIDERATIONS

Council may choose to approve the agreement with the addition of updating the City's job descriptions at an additional cost of \$48,500. This would increase the contract amount to \$139,000.00

FUNDING/FISCAL IMPACT

The recommended contract amount is \$90,500 and will be funded from existing appropriated funds.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to enter into an agreement for professional services with Baker Tilly US, LLP in an amount of \$90,500 for a compensation and classification study.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution BakerTilly Agreement Compensation Study
2. BakerTilly - Contract
3. Abilene TX - Class and Comp Study Proposal
4. Professional Services Agreement with BakerTilley PPT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
BAKER TILLY US, LLP FOR A COMPENSATION AND CLASSIFICATION STUDY**

WHEREAS, the City of Abilene last completed a compensation and classification study in 2017; and

WHEREAS, in general, it is considered best practice to complete a compensation and classification study every five years; and

WHEREAS, while the City has only hit year four since its last compensation and classification study was completed, the market conditions have dramatically changed and workforce attraction and retention issues are more problematic than ever; and

WHEREAS, a new compensation and classification study will allow the City to better adjust existing pay structures based on real data, and use it to attract and retain a skilled and qualified workforce; and

WHEREAS, Baker Tilly is the ninth largest accounting firm in the United States, and over the last five years has completed twenty-one classification and compensation studies for public sector organizations; and

WHEREAS, in addition to a compensation comparison analysis with our ten peer public entities, Baker Tilly will also analyze benefits so we will have a better understanding of our total compensation package in regards to our labor market; and

WHEREAS, Baker Tilly will assist the City in the implementation of the Systematic Analysis and Factor Evaluation (SAFE) system developed exclusively for the evaluation of public sector positions; and

WHEREAS, the SAFE system has been successfully used for many years and has been reviewed in Federal Court in conjunction with an Equal Employment Opportunity (EEO) suit and found acceptable to the Court; and

WHEREAS, the SAFE system will help the City classify jobs and compensate for positions based on internal equity in the organization, and Baker Tilly will train City personnel to ensure the City can administer the SAFE system moving forward; and

WHEREAS, Baker Tilly will develop the City's new pay structure in cooperation with City administration, and identify three funding scenarios to implement the plan; and

WHEREAS, staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with Baker Tilly US, LLP in the amount of \$90,500.00 for a compensation and classification study.

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

PART 1: That the City Manager is authorized to enter into a Professional Services Agreement with Baker Tilly US, LLP for a compensation and classification study in the amount of \$90,500.00.

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

ADOPTED this 18th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 18th day of November, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and BakerTilly US, LLP ("Professional").

The City is engaged in analyzing its current compensation and classification process and system and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified designate kind of professional properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

The Consultant must perform services with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., 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 May 2022.

II. PAYMENT

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

III. 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. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and Consultant's employees are not the agents, servants or employees of the City.

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. 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.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

“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 Professional’s employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Professional or Professional’s employees.

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

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

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.

IX. 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 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.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

- ___4. Professional Liability \$500,000 combined single limit
(per occurrence)
- ___5. See Addendum for Special
Coverages and/or revisions
- ___6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XI. 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.

XII. 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.

XIII. NOTICE

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

City – ATTN: Robert Hanna, City Manager
robert.hanna@abilenetx.gov
PO Box 60, Abilene, TX 79602

Professional - ATTN: Jada Kent, Manager
jada.kent@bakertilly.com
2500 Dallas Pkwy, Suite 300, Plano, TX 75093

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XIX. 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.

XX. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXI. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to

be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

PROFESSIONAL

By: Robert Hanna

By:

Title: City Manager

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See attached Proposal from BakerTilly

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 \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

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

OPTION 2 ____

Payment is in a lump sum amount of \$Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, 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 ____

Payment is a fixed fee amount of \$90,500 payable per invoice 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

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the Professional's/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

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.



bakertilly

now, for tomorrow.

City of Abilene, Texas

Proposal
Comprehensive Compensation and
Classification Study
September 27, 2021



Baker Tilly US, LLP
2500 Dallas Parkway, Suite 300
Plano, Texas 75093

T: +1 (972) 748 0514
M: +1 (940) 368 3033

bakertilly.com

September 27, 2021

Dear Robert Hanna:

Please allow me to begin by thanking you for the opportunity to submit this proposal for the City of Abilene's (i.e., the "City" or "Abilene's") review. Baker Tilly US, LLP (Baker Tilly) is one of the largest independent public sector advisory firms in the United States. For more than 60 years we have collaborated with entities large and small on a variety of initiatives including classification and compensation studies, community surveys, organizational improvement projects, strategic planning sessions and performance evaluation systems.

For a variety of reasons, Baker Tilly is an exceptional firm to collaborate with the City on its Comprehensive Compensation and Classification Study:

- **Baker Tilly is a leader in human resources consulting on both national and local levels.** Your proposed Baker Tilly consulting team has extensive expertise providing human capital advisory services to organizations similar in size and complexity to the City. We have completed more than 250 compensation-related projects since 2017.
- **Baker Tilly is one of the leading providers of compensation services to the public sector, specifically local government.** In the past five years, Baker Tilly has completed classification and compensation studies for public sector organizations in 21 states. Therefore, your proposed project team has an in depth understanding of current market trends and practices and will leverage this knowledge to help guide the City in its engagement. We will move beyond the traditional role of a "consultant" and instead become a Valued Business Advisor to your City, its leadership and employees.
- **Baker Tilly has assigned a consulting team with diverse public and private sector experience to your project** who will work under the leadership of a project director with extensive experience in the Texas market. As the proposed project director for your engagement, Jada Kent has a successful track record working with local government (and other public sector organizations) in Texas and nationally to provide their classification and compensation needs.

Our team would be pleased to be counted as a firm you feel could effectively provide your Comprehensive Compensation and Classification Study and would welcome the opportunity to discuss our qualifications and recommended approach in greater detail.

Very truly yours,

BAKER TILLY US, LLP

Kate Crowley

Principal

T: +1 (608) 240 6718

E: kate.crowley@bakertilly.com

Steve Miner

Director

T: +1 (804) 562 2383

E: steve.miner@bakertilly.com

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Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.



1. General information

Firm introduction

Baker Tilly is the ninth largest accounting firm in the United States and with a long history of service to clients located throughout the country — and internationally. As a member of Baker Tilly International, we are able to extend our reach through trusted relationships with firms located across the country and throughout the world.



Baker Tilly was founded in 1931 with one central objective: to use our industry specialization to help our clients improve their businesses. For more than 85 years, Baker Tilly has understood that our business demands absolute integrity, a belief in the value of trusted relationships and a willingness to collaborate with every client. We will strive to continue to deepen and enhance our relationship with as we seek to become your Value Architect™.

Key facts about Baker Tilly:

- Headquartered in Chicago and employing more than 1,400 throughout the Midwest
- Provides a wide range of accounting, tax, assurance and consulting services by more than 4,600 total staff members, including 440 partners

- Ranked among the 9th largest accounting firms in the U.S.
- Serving clients with industry-focused teams

Baker Tilly has provided high quality, independent financial and management advisory services to public and not-for-profit organizations for more than 60 years. Baker Tilly's staff has been advising their clients in organizational development for more than 30 years. Baker Tilly's human capital practice group is comprised of a knowledgeable, experienced staff with direct experience in managing and leading local City and county governments. Our team of professionals brings practical, realistic and creative solutions to the challenges faced by public entities.

Our human capital consulting team is focused on position classification, compensation, and performance evaluation. Our work is competitive, current, court tested and copyrighted to deliver pragmatic outcomes. Our human capital focus ranges from human resource consulting, executive recruitment, group facilitation, strategic planning, budget analysis, resource sharing and building collaborations to organizational improvement and efficiency studies.

Public entities are under a great amount of pressure to deliver high quality services in a fiscally constrained environment. Traditional methods and means do not necessarily work anymore and this scenario is not likely to change any time in the future. To that end, elected officials and public administrators are under pressure to employ new and innovative solutions that require progressive leadership, creative collaboration, cautious risk taking and an investment in their personnel and organizational foundation. Success in the public sector is hard to define, but those public entities that enhance and enrich the lives of their people, their processes and their systems are more likely to deliver more value by maximizing the use of public resources, thus achieving more success in the marketplace of public opinion.

Since our firm's beginning, we have emerged as a leader in human capital consulting. It is our more than 30 years of consulting experience, coupled with our unique approach and personal touch, which drive our internal standard for delivering outstanding services and leading-edge products.

Project contact and location

Jada Kent, Manager

Baker Tilly US, LLP
2500 Dallas Parkway, Suite 300
Plano, Texas 75093

T: +1 (972) 748 0514

M: +1 (940) 368 3033

E: Jada.Kent@bakertilly.com

Why Baker Tilly is ideally suited to serve

- **Our team has successfully performed hundreds of similar studies nationwide, having been successfully implemented in governments large and small.** Having performed compensation and classification studies for more than 30 years, we have successfully implemented hundreds of studies in public sector organizations across the country. We focus our skills on the public sector and our personnel have demonstrated their expertise in public sector pay and classification.
- **With Baker Tilly, you do not just get a study, you get a customized system.** We train you in the system and leave you prepared to utilize it, as needed, as your workforce needs evolve. When we have completed your project, you have a completed study AND a pay and classification system to use in the future. We train your staff to use our *Systematic Analysis and Factor Evaluation* (SAFE®) system fairly and appropriately as new positions are created, or job conditions change to fit these new conditions into the existing system.
- **Our SAFE® classification system is solid, tested and proven as a methodology for fairly and appropriately distinguishing classifications between public employees.** In today's environment, organization's need to know that their methods are proven and sound. SAFE® gives you a tested methodology that works to properly differentiate between job classes in your organization.
- **We know that good studies rest on quality data.** Towards this end, we carefully identify benchmark positions for use in your study process and ensure that we collect data on a comparative basis. When the project is completed, we support our work with regression analysis to document your proposed payline to your benchmarked competition.

Overall, we pride ourselves in providing high-quality work that is defensible, transparent and fair to both your organization and your employees, as we realize that a Comprehensive Compensation and Classification Study is critical to your ability to maintain and grow the quality of workforce that you need to perform at the level expected by your citizenry. We proudly stand by our work and will defend and support it through adoption.

2. Project understanding and approach

Baker Tilly is uniquely positioned to assist the City of Abilene to ensure an equitable, competitive classification/compensation system is in place that supports your mission of competent, expeditious, courteous and cost-effective services.

Our understanding of Abilene's needs

The City is seeking the assistance of a qualified consultant or firm to conduct a Comprehensive Compensation and Classification Study and provide recommendations to ensure that the City remains competitive in the marketplace and can continue to attract and retain a talented workforce at market rates.

Baker Tilly's methodologies are consistent with these goals, as we base our studies on the following guiding principles:

- Classification and compensation studies should include employee involvement and promote transparency to ensure that, at the commencement of the project, ambassadors are created who will build confidence in the process at all levels in the organization
- As classification and compensation systems are a key aspect of many other human resources (HR) programs, they must be strategically structured to achieve the stated compensation philosophy and greater operational goals
- Compensation surveys should include relevant benchmark organizations. What organizations does the City compete with for talent? Are the demographic characteristics similar? Is there consistency in the services provided? What is the appropriate competitive position?

Adhering to these principles will ensure the proposed compensation study meets its stated goals and best practices, is objective and has the most support during and after implementation.

Scope of services

Delineated on the following pages is our proposed project approach and study methodology for Abilene's Comprehensive Compensation and Classification Study. Baker Tilly's project approach was developed to include significant employee involvement and is subject to adjustment if it is determined that more employee involvement is necessary or desirable.

2. Project understanding and approach

Project Initiation, Data Collection

Abilene's designated project team will meet with the project director to establish working relationships and to finalize a workplan and timetable. Further, the planning meetings will help ascertain the major issues you want the study to address.

Employees play a major role in providing the data needed for this study. Therefore, it is imperative that employees receive information about the study and why it is being conducted, be given opportunities for involvement throughout the process, learn the expected outcomes, as well as have an opportunity to ask questions and express concerns.

Baker Tilly will conduct employee informational meetings to introduce our team and the study as well as answer any questions employees may have about the process. These meetings will be scheduled and conducted to ensure that all employees have an opportunity to attend and so as not to disrupt the operations of the City.

Baker Tilly will introduce the Position Analysis Questionnaire (PAQ) at this time. The questionnaire provides an opportunity for each employee to provide input on education, training, certifications, licenses, and experience requirements of the position and provide input on the various job factors which apply to their position. Employees will also identify the specific physical requirements and working conditions of their position to assist in the consultant's review for compliance with the Americans with Disabilities Act (ADA).

Market Assessment

To determine appropriate salary levels of positions in the workforce and address the issue of comparable compensation, Baker Tilly will conduct an extensive salary and benefits survey to compare the City positions with analogous positions in other comparable agencies in the area labor market. By gathering and analyzing information on wages, wage equivalents and benefits, a comparison of total compensation can be reviewed in comparison to the City's established market area. External market comparisons for positions should be based on similar organizational structure, population, geographic location, job responsibilities, scope of authority, financial, socio-economic, growth and other relevant factors. The study team will consult with the City's management and designated staff in identifying the appropriate peer organizations to include in the survey data.

We try to benchmark at least 50% of all unique job titles. These jobs will closely resemble other jobs performed across the industry. Additionally, they should:

- Be well-represented positions in the marketplace
- Be important in the City's internal hierarchy
- Represent as many levels or grades in the City's current salary structure as is possible
- Match to at least 70% of the job duties found in the survey jobs
- Generally, tend towards multiple incumbent jobs, with the exception of management or executive-level jobs

2. Project understanding and approach

Market rates will be determined as the midpoint of the usable salary ranges reported in the survey. New pay structure parameters will be established based on survey data, best practices and the City's policies in order to achieve appropriate, competitive and equitable pay for all levels and types of positions.

It is important to note that there may be different labor markets for different positions. Some positions are recruited from the local area, while others are recruited regionally and/or nationally. The consulting team will work closely with the staff in determining the appropriate labor market for your job families.

Job Evaluation

While salary survey data will assist City in establishing its position in the competitive market, job evaluation is the mechanism that ensures internal relationships are equitable. Baker Tilly has developed, and copyrighted job evaluation system known as the Systematic Analysis and Factor Evaluation (SAFE®) system and was developed specifically for the evaluation of public sector positions. The SAFE® system is a unique job evaluation method designed to measure job factors in an objective manner. This SAFE® system has been successfully used for many years throughout the country and has been reviewed by the United States District Court in conjunction with an Equal Employment Opportunity (EEO) suit and found acceptable to the Court.

The system rates and ranks jobs based on various skill levels and work factors yielding a total score which represents a positions internal value. All together, these total scores establish a hierarchy of jobs which reflects the internal equity in your organization. Because the evaluation is of the position and not the person in the position, the SAFE® system facilitates proper and equitable comparisons between and among positions and minimizes the appearance of favoritism in evaluating, rating and ranking jobs.

The 9 compensable factors measured by the SAFE® system include:

- Education
- Level of work
- Physical demands
- Independence of actions
- Supervision exercised
- Experience required
- Human relations skills
- Working conditions/hazards
- Impact on end result

Baker Tilly will provide training to ensure the City's HR staff can administer the SAFE® system to evaluate newly created positions and re-evaluate revised positions.

Job Descriptions (if included)

Baker Tilly will utilize data capture by employee completed PAQs as the basis for developing draft job descriptions. This information will have been reviewed and verified by the City's leadership team to ensure completeness and accuracy of the information. Further, results of the SAFE® job evaluation process will be included in the documentation.

The draft job descriptions are built from a template and can, therefore, be modified to include information required by the City – within reason. If desired, additional information, formatting, logo, etc. can be added for additional fees.

2. Project understanding and approach

Additionally, a review of FLSA designation will be conducted to assist the City with application of exempt and non-exempt status. *Please note that Baker Tilly's recommendations on FLSA regulations are based on staff's interpretation of Federal DOL guidance. Baker Tilly is not engaged in the practice of law and cannot provide legal guidance on FLSA matters. We recommend that clients obtain separate legal review of all positions vis-à-vis FLSA decisions.*

Pay Plan Development

Baker Tilly will facilitate discussions with the City's management and project team to establish a framework for a compensation philosophy. To that end, Baker Tilly will develop proposed pay structure(s) that meets the City's stated goals and business needs. Positions will be classified to the new pay structure with consideration to internal and external results. More specifically, results of the SAFE® job evaluation process and market assessment will be used in part or in whole to assign positions to an appropriate pay grade. In reviewing the proposed classification and compensation plan, Baker Tilly will work with the City to address outliers identified through regression analysis and finalize a structure that is internally equitable and market competitive.

Baker Tilly will develop 3 scenarios for the City to consider in its adoption and implementation of the proposed plan, which will include a costing analysis for each scenario. We will partner with the City to develop custom implementation scenarios, if necessary. Otherwise, our standard scenarios include:

- Moving employees to the minimum of their proposed pay range if their existing salary is below that proposed threshold.
- Providing an organization-wide increase, usually 2%.
- Providing a 0.5% increase per years in position. This scenario helps combat pay compression (and even pay equity) issues that may have developed over time.

Project Completion

The final report is a narrative explaining the methodology followed to conduct the study, the results, and our recommendations to the City based on those results. More specifically the report will document position title recommendations, market survey results, proposed pay structure(s), a list of position classifications, and implementation costing analysis. This report will not document or publish employee specific information.

Baker Tilly also will train members of your staff in the methodology used to develop, maintain and update your classification and compensation plan. Instruction manuals pertaining to the job evaluation system will be prepared and presented.

While the City will be fully trained and able to maintain its new classification and compensation system, Baker Tilly often provides ongoing assistance to clients after the completion of a study. Post-contract maintenance services include assisting the City with assignment of positions to the classification plan, determining the FLSA status of a new or revised position, conducting job evaluations for reclassification requests, and new positions created by the City. Baker Tilly can also aid in providing documentation to the City payroll regarding pay equity reporting.

3. Project timeline

Baker Tilly takes pride in meeting its time commitments.

The schedule to commence your Comprehensive Compensation and Classification Study coincides with Baker Tilly's completion of other projects. This will ensure that the proposed project team members will be available to concentrate on your project. Baker Tilly is prepared to initiate your project within three weeks after receiving the official notice to proceed and will complete the project within six months. A detailed project schedule is provided below.

There are factors that impact the schedule that are beyond the project team's control. The proposed schedule is contingent upon a timely decision, the timely receipt of requested data and the timely receipt of feedback and comments on the submitted preliminary data.

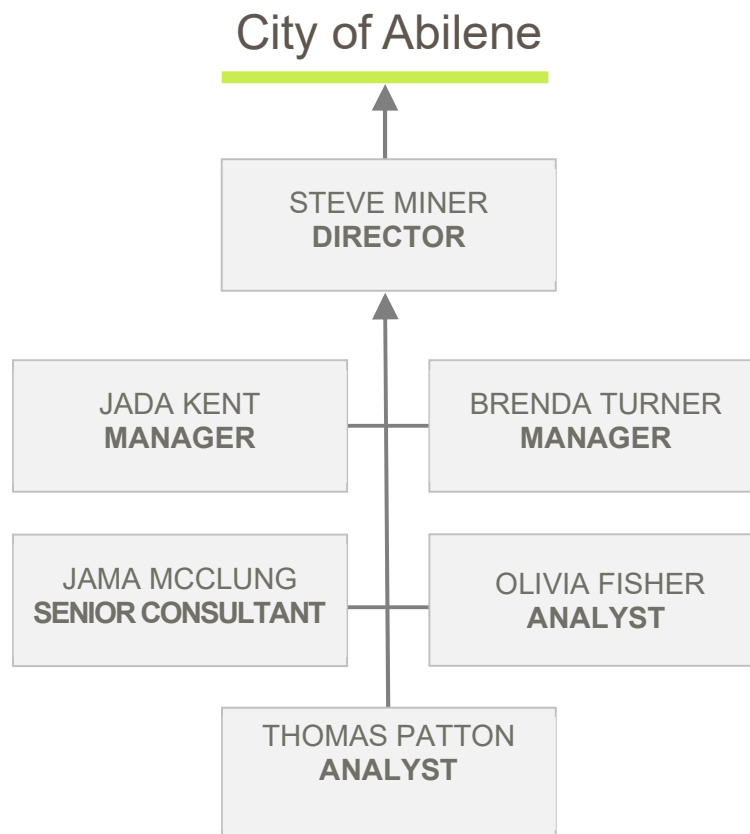
Activity	Dependency	Target Date
Project Initiation: project planning meetings, data collection, employee communication sessions, PAQs collected	Authorization to proceed	Nov 2021– Jan 2022
Market Assessment: custom market survey prepared and distributed, collected data compiled and analyzed, results reviewed with City	City identifies peers, approves job summaries and survey, schedules and attends market review, provides feedback on desired market position	Jan 2021 – Feb 2022
Job Evaluation: title review and approval, initial job evaluation, SAFE training with City, job evaluation scores finalized	City provides feedback on title adjustments; schedules and attends SAFE training, provides feedback on JE designations	Jan 2021 – Feb 2022
Pay Plan Development: draft pay plan(s) developed, grade assignments established, review with City, implementation options calculated	City schedules and attends meeting to review draft pay system, provides updated employee census, approves implementation scenarios	March 2022
Project Completion: draft final report prepared, City approves, presentation scheduled and conducted, Staff training scheduled and conducted	City reviews and provides feedback on final report, schedules final presentation, schedules and attends training	April 2022

4. Project team

Baker Tilly's project team is designed specifically for Abilene

Your project team represents experienced professionals who will be working on your Comprehensive Compensation and Classification Study. The project team is selected to meet four very specific objectives for the City: 1) it represents the staff who will be directly responsible for your project; 2) it provides a range of expertise to cover the range of service requirements; 3) it provides a national perspective of experience and institutional knowledge to achieve your objectives; and 4) it represents the commitment to take personal and professional responsibility for the services and outcomes for the City.

Organizational chart



Project team bios

Managing Director	Steve Miner, Ed.D./J.D.
	Qualifications: Steve, a managing director within Baker Tilly's human capital practice group, has nearly 35 years of experience in local government management, organizational performance and human resources. He manages Baker Tilly's public compensation and classification section. Within this section, Steve oversees Survey Navigator, our online pay and benefits data resource now implemented in five state-wide organizations. Steve has a lengthy background in public management and human and organizational development. He and his team work to provide classification services and competitive compensation structures that fit the organization's needs and pay philosophy. Steve has earned an Ed.D. in human resources, as well as a J.D., and has extensive chief administrative officer experience in several Texas counties over the last three decades.
Manager	Jada Kent, CCP
	Qualifications: Jada is a manager with a background in human capital consulting, including classification & compensation, organization management and executive recruitment. Jada has earned a Master's degree in Public Administration (MPA) from the University of Texas at Dallas, is a member of the North Texas Compensation Association (NTCA), is a Certified Compensation Professional (CCP), and in the process of completing a SHRM Certified Professional designation.
Project Manager	Brenda Turner, CCP
	Qualifications: Brenda is a human capital senior associate with a background serving in compensation and human resources. Prior to joining Baker Tilly, Brenda served most recently as the senior director of global compensation for a global technology company. She has also served in varying compensation, finance and accounting roles in the hospitality, travel and technology industries. Brenda is a Certified Compensation Professional (CCP) through World at Work and is also a member of the Society for Human Resources Development (SHRM). She earned a Master of Business Administration from the University of Texas and joined Baker Tilly in February of 2020.
Senior Consultant	Jama McClung
	Qualifications: Jama joined the human capital advisors group supporting Mid-Atlantic executive recruitment work. Her specialty focus is classification and compensation studies, performance evaluations and benefits review. Jama has performed prior consulting support work as a capital project assistant for healthcare IT financial system conversions and IT infrastructure upgrades and has served as a public finance assistant supporting senior living and healthcare public finance bankers. She attended Glenville State College and is currently completing course work towards a bachelor's degree in Business Administration.

Full project team resumes can be found in Appendix I.

5. Project fees

Professional fee

Baker Tilly will perform all the tasks delineated as described in this proposal for a professional fee of **\$139,000**. This fee is based upon review and development of class descriptions for approximately 586 unique FT job titles and associated work outlined in this proposal to provide the City of with a Comprehensive Compensation and Classification Study.

Costing Breakdown	Price
Full Study, including fringe benefits in the market study	\$90,500
New job descriptions for approximately 586 FT titles	\$48,500
TOTAL	\$139,000

Baker Tilly would invoice the City for work completed based on the following schedule:

Time of Invoice	Percentage Invoiced	Cumulative Percentage
Completion of project initiation (or employee communication)	25%	25%
Completion of position analysis questionnaires	25%	50%
Completion of draft pay structure(s) or pay structure updates	40%	90%
Completion of Final Report	10%	100%

Out-of-pocket expenses

Baker Tilly would charge the City of Abilene at cost for actual out-of-pocket expenses. Out-of-pocket expenses include, but are not limited to, travel and sustenance, overnight or messenger deliveries, conference calling beyond our internal capabilities, photocopying and mailing costs. Direct out-of-pocket expenses are not expected to exceed **\$ 7,500** for the project for the cost of the PAQ and four in-person visits.

Additional work

Should the City of Abilene request and authorize additional work, we would invoice the City at an agreed upon fee or our standard hourly fees. Additional Implementation Plans will be billed at a cost of **\$600**/plan. In addition, we would charge, at cost, for any related out-of-pocket expenses.

Title	Hourly Rate
Principal, Partner, Firm Director	\$320

Director, Senior Manager	\$270
Manager	\$225
Senior Staff	\$195
Staff	\$165
Support	\$80

Additional work would include work outside the scope of services as agreed to including, but not limited to:

- Additional position descriptions
- Additional job audits
- Additional on-site meetings
- Additional reports
- Work related to a special request

Professional fee and project schedule

Our experience has shown that the greatest risk in a study of this nature is the City's ability to conduct an "apples to apples" comparison of the services recommended by different vendors. For example, various job evaluation/classification approaches, from the "slotting" of positions based on perceived internal equity considerations, to the development and implementation of quantifiable systems of job evaluation (which Baker Tilly has included with our SAFE® process), have been used successfully in local government. , therefore, will no doubt be faced with the challenge of evaluating the various proposed methodologies, fee structures and timelines received as part of your procurement process.

Baker Tilly's staff understands the impact these differences have on project deliverables and would welcome the opportunity to discuss the advantages and disadvantages of each approach so can make an informed decision for its Comprehensive Compensation and Classification Study.

Finally, if Baker Tilly is identified as the most responsive provider, whether due to our detailed proposal, experience in similar environments or the strength and validity of our SAFE® process, but our professional fees or timeline exceed those of other submittals, we would be pleased to review the competing scope of services and prepare a best and final offer relative to those modified deliverable expectations.

6. Experience

There are a number of factors that set Baker Tilly apart from other consulting firms performing studies such as the proposed Comprehensive Compensation and Classification Study for the City of Abilene.

Although each engagement is different, the following are the general results Baker Tilly has achieved on behalf of our public sector clients:

- Established fair and equitable relationships among positions throughout various pay structures (internal equity).
- Identified relevant market conditions to strategically select benchmark organizations.
- Included employee input and participation to promote transparency and consistency in job classification and compensation processes.
- Developed pay structures that reflect the defensible, quantifiable alignment of positions and market competitiveness.
- Maintained compliance with state and federal laws (FLSA, for example); and
- Implemented modified job classification and compensation systems within our client's defined budget parameters.



Below is a list of organizations for whom Baker Tilly has provided classification and compensation services to over the last few years. We realize the list is lengthy, but so is our experience in working with organizations very similar and very different to yours. We hope you will trust that our length and depth of experience means we've seen and solved our share of challenges and can assist you and your organization through this study and any challenges you may also be facing.

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Population
2018	Battle Creek	MI	Comp Study	51,833
2018	Bemidji	MN	Comp Study	14,435
2018	Blue Springs	MO	Pay Plan Design	53,294
2018	Bonner Springs	KS	Comp and Class Study	7,665
2018	Broad River Water Auth	NC	Class and Comp Study	
2018	Burnsville	MN	Class and Comp Study	61,290

7. Cost proposal

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Population
2018	Carver	MN	Comp Study	4,628
2018	Chicago Metro Agency on Planning	IL	Org Struc Rev/Comp Study	
2018	Cleveland County	NC	SAFE Database	97,047
2018	Cloquet	MN	Comp Plan Update	12,050
2018	Craven County Schools	NC	Comp Study	
2018	DART	TX	Comp Study	
2018	Dayton	VA	Class and Comp Study	1,609
2018	DeSoto	TX	Class and Comp Study	52,599
2018	Dinwiddie County Schools	VA	Review of Compensation Study	
2018	Elko New Market	MN	Pay Equity Report	4,513
2018	Eudora	KS	Class and Comp Study	6,211
2018	Grain Valley	MO	Class, Comp & Benes Study	13,125
2018	Harris Co Hsg Auth	TX	Salary/Wage Comp Study	
2018	Hsg Auth of Durham	NC	Salary Comparability Study	263,016
2018	Ingleside	TX	Class & Comp Study	10,488
2018	Int School Dist No. 917	MN	Job Descr Updates/Training	
2018	Johnson County	IA	Comp and Class Study	144,251
2018	Lakeville	MN	Class & Comp Study	58,562
2018	Laurinburg	NC	Class & Comp Study	15,774
2018	Leavenworth	KS	Comp Study	35,891
2018	Madison County	VA	Class & Comp Study	13,200
2018	Mansfield	CT	Class & Comp Study	25,959
2018	Minnehaha Creek Watershed Dist	MN	Class & Comp Study	
2018	Minnetonka	MN	Class & Comp Study	51,638
2018	Northwest Regional Library	NC	Class & Comp Study	
2018	Person County	NC	Class & Comp Study Phase III	39,276
2018	Rappahannock Regional Jail	VA	Comp Study	
2018	Scott County CDA	MN	Pay Equity Report	137,232
2018	Thibodaux	LA	Market Study	14,566
2018	Verona	WI	Market Survey	10,632
2018	Wabasha Soil & Water Cons Dist	MN	Class Study	
2018	Willmar	MN	Comp Study	19,680
2018	Winston Salem	NC	Class & Comp Study-Phase II	236,441
2018	Wright Soil & Water Cons Dist	MN	Class and Comp Study	
2019	Adams County	WI	Class & Comp Study	19,973
2019	AppalCART	NC	Class & Comp Study	
2019	Dallas Housing Authority	TX	Comp Study	
2019	Fillmore Soil & Water Cons Dist	MN	Class & Comp Study	
2019	Gastonia	NC	Class & Comp Study	75,536
2019	Gatesville	TX	Class & Comp Study	12,387

7. Cost proposal

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Population
2019	Iowa League of Cities	IA	Comp Study	3,146,000
2019	King County Hsg Auth	WA	HR Management Consulting	
2019	LOGIS	MN	Comp & Benefit Study	
2019	McFarland	WI	Market Survey	8,108
2019	Morehead City	NC	Class & Comp Study - Maint	9,203
2019	Wheaton	IL	Market Survey	53,373
2019	Wright County	MN	Class and Comp Study	131,311
2020	Bellingham	WA	Comp Market Study	89,045
2020	Brooklyn Center	MN	Comp Study	30,712
2020	Capital Region Water	PA	Class & Comp Study	
2020	Circle Pines	MN	Comp & Class Study	4,978
2020	Ind School Dist No. 625	MN	Comp Study	294,873
2020	Ind School Dist No. 2769	MN	Job Desc/Pay Equity Review	
2020	Int School District 287	MN	Pay and Class	
2020	Montgomery	MN	Class & Comp Study	2,907
2020	North Central Reg Library	WA	Comp & Benefits Study	
2020	Payson	AZ	Class & Comp Study	15,476
2020	Pittsylvania County	VA	Comp Study	62,426
2020	River Falls	WI	Class & Comp Study	15,510
2020	Rocky Mount	VA	Comp Study	4,798
2020	Salem	VA	Class & Comp	25,483
2020	Tyler	TX	Class and Comp Study	104,789
2020	Tyler Utilities	TX	Class and Comp Study	104,789
2021	Amelia County	VA	Class and Comp Study	13,145
2021	Council Bluffs	IA	Class & Comp Study	62,316
2021	Saginaw County	MI	Class & Comp Phase III	195,012
2021	Sartell	MN	Class & Comp Study	13,917
2021	Scandia	MN	Class & Comp Study	4,120
2021	St. Charles City-Co Library Dist	MO	Market Study	
2021	Stutsman County	ND	Comp Study	21,087
2021	Tyler	TX	Class & Comp Study	104,991
2021	Zimmerman	MN	Comp Study	5,499
2021	Fertile	MN	Comp Study	1000
2021	Potomac Rappahannock Transportation Comm.	VA	Class and Comp Study	
Current	Horicon	MN	Class and Comp Study	3620
Current	Evansville	WI	Class and Comp Study	646
Current	Spring Lake Park	MN	Class and Comp Study	6,412
Current	Isanti County	MN	Class and Comp Study	5,251
Current	Rosemount	MN	Class and Comp Study	25,650
Current	Chisago	MN	Class and Comp Study	53,887

7. Cost proposal

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Population
Current	Stevens Point	WI	Class and Comp Study	26,717
Current	Sherburne County	MN	Class and Comp Study	88,499
Current	Duplin County	NC	Class and Comp Study	58,505
Current	Baudette	MN	Class and Comp Study	1,106
Current	Hutchinson Utilities Commission	MN	Class and Comp Study	14,178
Current	Ortonville	MN	Class and Comp Study	1,916
Current	Morris Schools	MN	Class and Comp Study	
Current	Brooklyn Center	MN	Class and Comp Study	33,782
Current	Richmond	IN	Class and Comp Study	36,812
Current	Jackson	MS	Class and Comp Study	166,383
Current	Harrisonville	MO	Class and Comp Study	10,019
Current	Bedford Regional Water Authority	VA	Class and Comp Study	
Current	Auburn	IN	Class and Comp Study	13,056
Current	Cumberland County	VA	Class and Comp Study	10,052
Current	Essex County Public Schools	VA	Class and Comp Study	11,151
Current	Chicago Metropolitan Area Planning	IL	Class and Comp Study	
Current	Ligonier	IN	Class and Comp Study	4,405
Current	Fort Wayne City Utilities	IN	Class and Comp Study	265,752
Current	Port Arthur	TX	Class and Comp Study	55,109
Current	Monroe	NC	Class and Comp Study	32,797
Current	Chesapeake Bay Bridge and Tunnel	VA	Class and Comp Study	
Current	West Point	VA	Class and Comp Study	3,292
Current	Goshen	IN	Class and Comp Study	34,108
Current	Bluffton	IN	Class and Comp Study	9,919
Current	USVI Water and Power Authority	USVI	Class and Comp Study; Org Analysis	105,870

Appendix I: project team resumes

Steve Miner, Ed.D., J.D.

Steve Miner, a director with Baker Tilly's human capital practice, has more than 35 years of experience in helping local governments achieve their goals.



Baker Tilly US, LLP

Director

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steve.miner@bakertilly.com

bakertilly.com

Education

Doctor of Education in Human Resources
The George Washington University, Graduate School
of Education and Human Development (Washington, D.C.)

Juris Doctorate
Cumberland School of Law, Samford University
(Birmingham, Alabama)

Bachelor of Arts, History
The University of Virginia's College at Wise
(Wise, Virginia)

Steve specializes in compensation and workforce services, and organizational performance. He has a lengthy background in public management, human and organizational performance and local government law.

Specific experience

- Pay plans and systems
- Classification consulting
- Organizational assessment/performance
- Employee retention
- HR audits
- Strategic workforce planning
- Served chief administrative roles in various Texas localities, as well as serving as deputy chief administrative officer and human resources director
- Designed and implemented organizational performance management systems
- Specializes in challenging group dynamics affecting organizational performance

Industry involvement

- International City/County Managers Association (ICMA)
- Society for Human Resource Management (SHRM)
- Association for Talent Development (ATD)
- International Public Management Association for Human Resources (IPMA-HR)

Continuing professional education

- UVa Weldon Cooper Senior Executive Institute
- Certified Myers-Briggs Type Indicator
- Certification Pending, TTI Disc, Driving Forces, Motivators

Jada Kent, CCP

Jada Kent, a manager at Baker Tilly, has been with the firm since 2015.



Baker Tilly US, LLP
Manager
 2500 Dallas Parkway
 Suite 300
 Plano, TX 75093
 United States

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jada.kent@bakertilly.com
 bakertilly.com

Education
 Master of Public Administration (MPA)
 University of Texas – Dallas

Bachelor of Arts, U.S. History
 University of North Texas

Jada is a Manager in the Plano, TX office experienced and passionate about providing human capital and management consulting services to public sector clients. She has provided a variety of services related to job classification, compensation, executive recruitment, and organizational management for Baker Tilly. Formerly, Jada served active duty as a Public Affairs Specialist with the 7th MPAD in the United States Army and after with the 136th AW in the Texas Air National Guard.

Specific experience

- Serves as a subject matter expert in public sector compensation by providing guidance and advisory to clients regarding strategy, legal compliance, and competitiveness.
- Utilizes industry best practices to provide salary gap analysis using data collected through a custom market survey. This includes assisting clients in defining their competitive labor market and identifying their desired position in the market.
- Provides client training and assistance in the development of a formal or informal compensation philosophy.
- Conducts compensation plan and pay policy reviews to ensure compliance with FLSA, ADA, EEOC, Pay Equity, and more, to include State and local regulations.
- Assists clients with establishing/recalibrating internal equity by conducting job evaluation, this includes a review of job titles as well as the need for position consolidation or reclassification.
- Experienced in developing new base pay structure(s) and revising existing structures to ensure clients are competitive in attracting and retaining necessary talent.
- Collaborates with clients to establish creative classification and compensation plan implementation solutions, including scenarios which combat pay equity and/or pay compression issues as well as a costing analysis for budgeting purposes.

Experience with the following types of entities:

Cities, Counties, State Legislatures, State Judicial Brands, Municipal Association, Libraries, Housing Authorities, Power Agencies (electric), Public Schools (K-12), Transportation authorities, Utilities, Water and/or Wastewater Authorities.

Jada Kent, page 2

Continuing Professional Education

- Certified Compensation Professional (CCP)
- Society for Human Resources Management Certified Professional (SHRM-CP) – *in progress*

Industry/Community Involvement

- North Texas Compensation Association (NTCA)
- NTCA Compensation Career Exploration Program Committee
- World at Work, Total Rewards Association
- International Public Management Association for Human Resources (IPMA-HR)
- North Texas Chapter, National Forum for Black Public Administrators (NFBPA)

Thought Leadership

- “Implementing a successful Classification and Compensation Study,” Wisconsin GFOA Human Resources Conference, September 2021
- “In a World Competing for Hard-to-find Talent, Skill-Based Pay can be your Secret Weapon,” Illinois City/County Management Association Newsletter September 2021
- “Salary benchmarking: selecting peer organizations for comparison,” bakertilly.com 2021
- Panelist on “Talent management in a post-pandemic world”, Resiliency on the Rise: Baker Tilly Public Sector Virtual Summit, June 2021
- “Don’t be a (title) creep,” bakertilly.com 2021
- “Keeping classification and compensation up-to-date during COVID-19,” CommuniTIES: A Baker Tilly public sector podcast, October 2020
- Panelist on “How to attract and retain talent in organizations,” University of Texas at Dallas, Public & Nonprofit Management Program 2020

Brenda Turner, CCP

Brenda Turner, a project manager with Baker Tilly, recently joined the firm in 2020.



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Project Manager
 2500 Dallas Parkway
 Suite 300
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 United States

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brenda.turner@bakertilly.com
 bakertilly.com

Education

Master of Business Administration
 University of Texas (Dallas, Texas)

Bachelor of Business Administration
 Dallas Baptist University (Dallas, Texas)

Brenda is a project manager on the human capital team. She is experienced in providing compensation design, implementation and program management services in a variety of industries. Before joining Baker Tilly, Brenda served in compensation leadership and analyst roles in the airline and technology industries. She has also served in finance and accounting roles in the hospitality and technology industries.

Specific experience

- Compensation structure design and implementation, including market-based and point factor approaches
- FLSA and internal pay equity analysis and implementation
- Job documentation and job description development and publication
- Base salary, short term and long-term incentive design and program management
- Executive compensation VP to C-Suite to CEO program design and management
- Organization transactions (M&A, IPO, Private Equity)
- Compensation management technology design, implementation and administration

Industry involvement

- World at Work (WAW)
- Society for Human Resource Management (SHRM)

Continuing professional education

- Certified Compensation Professional (CCP)

Jama McClung

Jama McClung, a staff consultant with Baker Tilly, has been with the firm since 2010.



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Senior Consultant
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 United States

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jama.mcclungl@bakertilly.com
 bakertilly.com

Education
 Coursework completed
 Glenville State College – Glenville

Jama joined Baker Tilly's management consulting group, supporting Mid-Atlantic executive recruitment work.

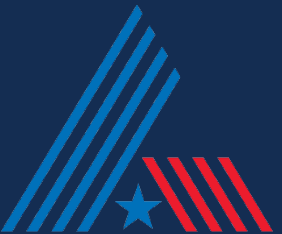
Specific experience

- Specialty focus is classification and compensation studies, performance evaluations and benefits review
- Performed prior consulting support work as a Capital Project Assistant for healthcare IT financial system conversions and IT infrastructure upgrades
- Served as a Public Finance Assistant supporting senior living and healthcare public finance bankers

**Resolution:
Professional Services Agreement
with BakerTilly for a
Comprehensive Compensation
and Classification Study**



QUESTIONS?





City Council Agenda Memo

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Molly Moser, Manager

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid No. 2169 to Teinert Construction for Renovation to the Abilene Convention Center North Plaza (Molly Moser)

GENERAL INFORMATION

The North Plaza of the Abilene Convention Center is the first impression many guests have of our city. The proposed work will address the needed repairs and will be an aesthetically pleasing entrance to our facility.

The scope of work requires extensive repairs, modifications and accessibility upgrades to the north plaza. This project consists of selective demolition of the North Plaza, demolition of all existing handrails, guardrails and concrete steps. Protection of the existing landscaping with the addition of new landscaping, additions to the landscape irrigation system and the installation of a new landscape lighting system. Installation of new guardrails, handrails, granite steps, etc.

SPECIAL CONSIDERATIONS

Staff presented the north plaza scope of work to The Citizen's Advisory Board for People with Disabilities on July 13, 2021. After the meeting, they were able to review the construction documents and provide input. After their review they didn't have any further questions and gave their blessing on this project.

The North Plaza Renovation project was competitively bid and advertised on September 12 and September 19, 2021. Two bids were received and evaluated.

FUNDING/FISCAL IMPACT

The construction contract with Teinert is in the amount of \$1,740,000.00. Funding source - Convention Center - Capital Projects Fund.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Convention Center North Plaza - Teinert Construction
2. Teinert Signed Contract
3. CB2169 BID TABSHEET
4. Teinert Construction - Convention Center North Plaza Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING A CONTRACT TO TEINERT CONSTRUCTION COMPANY FOR THE
RENOVATION OF THE ABILENE CONVENTION CENTER NORTH PLAZA**

WHEREAS, the City of Abilene solicited bids for the renovation of the existing Abilene Convention Center North Plaza; and,

WHEREAS, Teinert Construction Co. provided the lowest bid in the amount of \$1,740,000.

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

PART 1: That the City Council approves the contract award to Teinert Construction Co., in the sum of \$1,740,000 (one million seven hundred forty thousand dollars and zero cents).

PART 2: That this Resolution shall take effect immediately upon passage.

ADOPTED this 18nd day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 18th day of November, 2021 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Teinert Construction of the City of Lubbock, State of Texas. ("Contractor").

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

THE AGREEMENT

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

A Renovation To The Existing Abilene Convention Center North Plaza, Abilene, Texas

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

In consideration of this Work, the City will pay the Contractor the sum of **\$1,740,000 (One million seven hundred forty thousand dollars and zero cents)**.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

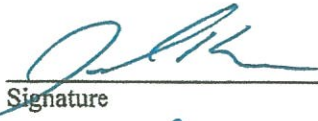
CONTRACTOR

Name of Contractor:

Teinert Construction

Business Address:

1402 Crickets Ave.
Lubbock, TX 79401



Signature

Terrod Kerr

Name - Typed or Printed

Regional Director

Title - Typed or Printed

325-704-1211

Business Phone No.

75-1803657

Federal Tax I.D.#



ATTEST: (If Corporation)

Stacy Lambert
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

PAGE
1 OF 1

FLETCO CONSTRUCTION
FREDERICKSBURG, TX

*NOTES: INDICATES RECOMMENDED AWARD

Bid Award – Teinert Construction
Abilene Convention Center – North Plaza Renovation
Bid No. 2169

November 18, 2021



Agenda Item Summary

- Repairs to concrete and accessibility are needed
- Competitively bid and advertised on September 12 and September 19
- Two bids were received on September 30
- Teinert Construction was the low bid in the amount of \$1,740,000

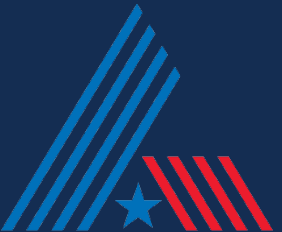


Funding Impact

- Funding Source – Capital Projects Fund



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on renewal of the Water Supply Contract with the Hamby Water Supply Corporation
(*Rodney Taylor*)

GENERAL INFORMATION

Staff is recommending that the Abilene City Council authorize the City Manager to execute a renewal of the Water Supply Contract with the Hamby Water Supply Corporation. The current Water Supply Contract describes Delivery Points No. 1 and No. 2, however it does not assign a take rate to Delivery Point No. 2. The renewal contract assigns a take rate of 430 gallons per minute to each of Delivery Point No. 1 and No. 2, as is described in the 1979 Amendment No. 1 to the Water Supply Contract, which established Delivery Point No. 2. The renewal Water Supply Contract incorporates minor edits some of which are necessary to address requirements stipulated in 7-CFR 1780.62 as identified during the review by the USDA-RD, and it establishes a new Connection Charge that will apply whenever the City approves requested increases in a take rate for a new or an existing connection.

SPECIAL CONSIDERATIONS

The City of Abilene has been contracted with the Hamby Water Supply Corporation since 1964. That contract was amended in 1979 to set a new maximum daily delivery rate of 630,000 gallons per day (equivalent to 430 gpm) for the specified delivery points. It describes both the existing delivery point near Abilene Christian College and a new delivery point to be constructed along Elmdale Road north of I-20, and establishes a flow rate of 430 gpm at its delivery points. In 1984, as the result of an annexation agreement, Abilene relocated Delivery Point No. 1 from near Abilene Christian College to the edge of its new City limit boundary along State Highway 351. In 2004 all City of Abilene wholesale Water Supply Contracts were updated to establish a new 40 year term in response to an EPA grant and loan made on behalf of the City's project recognizing the regional benefits of constructing the Ivie Pipeline System and

the Hargesheimer Water Treatment Plant. The 2004 contract with Hamby WSC described both Delivery Point No. 1 and Delivery Point No. 2. However, due to an oversight, it did not assign a take rate to Delivery Point No. 2. This contract renewal corrects that oversight.

The Hamby WSC is a public water system regulated by the Texas Commission on Environmental Quality (TCEQ). During a routine comprehensive compliance investigation, the TCEQ noted that the water supply contract did not provide a take rate for delivery point No. 2. TCEQ is not able to properly calculate and verify adequate contracted water supply quantity to the Hamby WSC system without this information. The contract renewal will resolve an outstanding notice of violation for the Hamby WSC.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the City Manager to execute the renewal of the Water Supply Contract with the Hamby Water Supply Corporation that assigns a 430 gallon per minute take rate to existing Delivery Point No. 2.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-WSC-Renewal-Hamby WSC-11-18-2021
2. Water Supply Contract-Hamby WSC-11-18-2021
3. Presentation-Authorize renewal Water Supply Contract-Hamby WSC-11-18-2021-1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE RENEWAL OF THE WATER SUPPLY CONTRACT BETWEEN
THE CITY OF ABILENE AND THE HAMBY WATER SUPPLY CORPORATION.**

WHEREAS, the City of Abilene (City) is currently a regional supplier of potable water to area cities and rural water supply corporations including the Hamby Water Supply Corporation (Hamby WSC); and

WHEREAS, the original water supply contract between the City and Hamby WSC was made in 1964, it was amended in 1979, and it was renewed in 2004; and

WHEREAS, the 2004 Water Supply Contract described Delivery Points No. 1 and No. 2, but it did not assign a take rate for Delivery Point No. 2; and

WHEREAS, the Texas Commission on Environmental Quality issued a notice of violation to Hamby WSC because its water supply contract with the City does not include an assigned take rate for Delivery Point No. 2 and therefore it is not able to demonstrate that Hamby WSC has adequate water supply quantity for the number of connections of its distribution system; and

WHEREAS, the renewal Water Supply Contract assigns a take rate of 430 gallons per minute to each of Delivery Point No. 1 and No. 2, and also includes several minor edits required by CFR 1780.62, and it establishes a new Connection Charge that will apply whenever the City approves requested increases in a take rate for a new or an existing connection; and

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

That the City of Abilene City Manager is hereby authorized to execute the renewed Water Supply Contract between the City of Abilene and the Hamby Water Supply Corporation.

ADOPTED this 18th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED :

Stanley E. Smith, City Attorney

THE STATE OF TEXAS

COUNTY OF TAYLOR

WATER SUPPLY CONTRACT

This contract ("Contract") is made this ____ day of _____, 2021, by and between the City of Abilene, Texas, a Municipal Corporation of Taylor and Jones Counties, Texas, (hereinafter referred to as "Abilene" or "City"), acting by and through its City Manager, who has been duly authorized to act by the City Council of Abilene, and the Hamby Water Supply Corporation (hereinafter referred to as "Purchaser") a Water Supply Corporation organized under Article 1434a, Texas Revised Civil Statutes, as supplemented by the Texas Non-Profit Corporation Act, Article 1396-1.01 et seq., Texas Revised Civil statutes, as amended.

WITNESSETH:

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

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Contract is for Abilene to sell and provide potable water to the Purchaser for rural residential and rural agricultural uses and those purposes incidental to rural residential and rural agricultural uses under the provisions of this Contract. This Contract is not intended to encourage or permit in the Corporation's area, new or additional large commercial or industrial development, or subdivision development outside the corporate limits of the City. Therefore, the Corporation agrees not to furnish any customer a water connection exceeding a meter size of one and one-half inches (1½") in diameter. This agreement does not authorize sale

of water by the City to the Corporation at terms more favorable than those normally granted to regular customers within the City's corporate limits.

The Corporation agrees to comply with all applicable provisions of Chapter 212 of the Texas Local Government Code, as amended. In particular, the Corporation agrees that it may not serve or connect any land within the City's jurisdiction (including its extraterritorial jurisdiction) with water or other utility service unless: (1) the Corporation has been presented with or otherwise holds a certificate issued by the City stating that any plat required under Section 212.004 of the Texas Local Government Code or otherwise required by the City has been reviewed and approved by the City; or (2) the City determines, in accordance with Section 212.012 of the Texas Local Government Code, that no such certificate is required. The Corporation further agrees to discontinue service to any such land not in compliance with all applicable provisions of Chapter 212 of the Texas Local Government Code.

Abilene shall act by and through its City Manager unless otherwise stated in this Contract. Purchaser shall act by and through its Board President, or his duly authorized representative, unless otherwise stated in this Contract.

B. Modification

This Contract may be changed or modified only with the consent of the City Council of Abilene and the Board of Directors of Purchaser. The prior review and written approval of the United States Department of Agriculture Rural Utilities Service (RUS) is required before adoption of any amendment or modification of the Contract by the City and Purchaser. The Purchaser will implement the project(s) pursuant to RUS-approved funding, which includes various requirements under federal law. Any modification shall be in writing. Such modification may be requested by either party, in which event a joint meeting of such parties shall be held

within ninety (90) days after the giving of such notice, at which joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification may be made which will affect adversely the prompt payment, when due, of all monies required to be paid by Purchaser to Abilene under the terms of this Contract.

C. Assignment

Purchaser shall not assign nor transfer in whole or in part the rights and obligations granted in this Contract without first obtaining the written consent of Abilene, except that Purchaser may pledge this Contract as part of the security for any loan.

Upon default by Purchaser, it is agreed by the parties that upon Abilene's written consent, RUS may assign this Contract to a successor in interest if the assignee agrees to comply with all provisions of the Contract.

This Contract shall be fully assignable by Abilene to the United States Department of Agriculture - Rural Utilities Service ("RUS"), with such assignment not requiring the written consent of Purchaser.

D. Duration, Termination

This Contract shall be effective for a period of forty (40) years, beginning on the effective date, the date set forth above as the date of the last signature to this Contract, and may be amended by mutual written agreement by the parties, as may be necessary for Purchaser to repay a RUS loan to be made to Purchaser by the United States of America acting by and through the Administrator of the Rural Utilities Service. Abilene agrees that it will continue to make water available, subject to availability, when requested by the Purchaser. Upon mutual agreement of the parties, this Contract may be renewed for additional terms.

a) Upon the breach by Abilene of any of the provisions of this Contract, Purchaser may terminate this Contract by giving written notice within thirty (30) days of such breach to Abilene by registered or certified mail to the address shown on the signature page. For purposes of this Contract, references to “breach” and “violation” shall be deemed to carry the same meaning and are used interchangeably.

The notice shall explain in detail the provision(s) of the Contract that is breached and the circumstances giving rise to the breach.

Abilene shall have ninety (90) days upon receipt of written notice to correct the alleged violation of the Contract.

b) Upon the breach by Purchaser of any of the provisions of this Contract, Abilene may terminate this Contract after providing written notice of the breach to RUS and the Purchaser. For purposes of this Contract, references to “breach” and “violation” shall be deemed to carry the same meaning and are used interchangeably. While indebtedness exists, at any time after Abilene provides written notice to Purchaser and RUS, RUS reserves the right to assume all rights and obligations of Purchaser. Abilene’s written notice of breach shall be sufficient if sent to both Purchaser and RUS. It is agreed that Purchaser shall have ninety (90) days to correct any and all violations of the Contract after receipt of Abilene’s initial written notice of violation under this paragraph. If RUS assumes all rights and obligations of Purchaser, RUS shall have one hundred and twenty (120) days to correct any and all violations of the Contract after receipt of Abilene’s initial written notice of violation under this paragraph.. Such notice shall be provided by registered or certified mail to the address shown on the signature page.

The notice shall explain in detail the provision(s) of the contract that is breached and the circumstances giving rise to the breach. It is specifically provided that a failure to pay

Abilene for water supplied under this Contract according to Abilene's billing schedule is a breach of this Contract.

Should Purchaser pay the amount of money owed to Abilene after Abilene has given notice, but within the 90-day period to correct the breach, this Contract shall remain in full force and effect. If Purchaser pays only the monthly charges, and not the full amount owed to Abilene, Abilene, by accepting the payments, shall not be considered as having waived any of its rights under this Contract.

E. Notices

All notices required under the terms of this Contract shall be in writing and sent by registered or certified mail to the addresses listed below.

City of Abilene
c/o City Manager
P.O. Box 60
Abilene, Texas 79604

Hamby Water Supply Corporation
c/o Board President
4043 HWY 351
Abilene, Texas 79601

USDA Rural Development, Rural Utilities Service
4400 Buffalo Gap Road, Suite 4150
Abilene, Texas 79606

F. Venue

Venue for any legal proceeding shall be in the City of Abilene, Taylor County, Texas. The laws of Texas as to interpretation and performance govern this Contract.

G. Force Majeure

That in case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, other than the obligation of the

Purchaser to make payment required under the terms hereof, then if such party shall give notice and full particulars of such force majeure in writing to the other party within ten (10) days after occurrence of the event or cause relied on, the obligation of the party filing such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" includes, but is not limited to, acts of God, strikes, or other industrial disturbances, acts of war, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, drought, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and inability on part of Abilene to deliver water under, or of Purchaser to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts as acceding to the demands of the opposing party or parties when such course is unfavorable in the judgement of the party having the difficulty.

H. Paragraph Headings

The paragraph headings contained herein are for convenience in reference to this Contract and are not intended to define or to limit the scope of any provision of this Contract.

I. Pay Delinquent Accounts

Purchaser agrees that no legally enforceable obligations owed by it to Abilene, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

J. Attorney's Fees

If either party brings legal action to enforce the terms of this Contract, and prevails, that party shall be entitled to reasonable attorney's fees.

K. Violation of Contract

If Purchaser does any of the following, it shall be liable and owe to Abilene a fee of \$1,000 per violation per month that violation continues, in addition to other remedies available to Abilene under this Contract and applicable law:

1. Fails to comply with communicating and enforcing Abilene's Water Conservation Plan, which is attached as Exhibit A and made a part of this Contract. A violation of Exhibit A by a retail customer of the Purchaser does not put Purchaser in violation of the Contract, nor would such a retail customer's violation of Exhibit A subject Purchaser to the provisions of Part I.D. of this Contract regarding termination procedures.
2. Sells or resells water in violation of this Contract.
3. Purchaser fails to prohibit service to any structure existing in a designated floodplain area after the date of public environmental notification. (September 13, 2001).
4. Purchaser fails to scrutinize any service applications in areas where wetlands exist to verify that potential users have obtained, where

applicable, Section 404 permits from the U.S. Army Corps of Engineers, prior to any modification of an aquatic or wetland area.

L. Conflict

In the event any provision of this Contract shall conflict with a State law, the Texas Constitution, or a Federal law or the U.S. Constitution, the State law or the Texas Constitution or Federal law or U.S. Constitution shall control.

II. FURNISHING WATER

A. Delivery Point

Abilene agrees to sell and to provide water to Purchaser at a point of metering which shall be known as the "Delivery Point(s)". The Delivery Point(s) shall be the Master Meter (s), after the water has passed through the Master Meter(s).

Delivery Point No. 1 - Located in north parkway of HWY 351 at Abilene City Limit.

Delivery Point No. 2 - Located on Elmdale Road approximately 0.4 miles north of Interstate Highway 20.

Additional "Delivery Points" may be designated as negotiated between Abilene and Purchaser. Each Delivery Point is a connection to Abilene's water distribution system. A new Delivery Point can only be considered if Purchaser presents a written request to Abilene to add a new Delivery Point. Such request must be approved in writing by Abilene before the Delivery Point is constructed. The Connection Charge for a new Delivery Point is the product of the Connection Charge Rate times the Maximum Delivery Rate in gallons per minute (gpm) designated for the new delivery point plus the cost of necessary infrastructure upgrades to the City's system to accommodate the delivery rate [Calculation: Delivery Point Connection Charge

= (Connection Charge Rate times the Maximum Delivery Rate (gpm)) + cost of infrastructure improvements]. The Connection Charge is a one-time charge applicable to each new Delivery Point added and to each increase made to an existing Delivery Point Maximum Delivery Rate. The Purchaser is responsible for the cost of infrastructure improvements including engineering design services, acquisition of land, equipment, and materials, and constructing the new Delivery Point, including all required improvements to the City's distribution system necessary for supplying the new Delivery Point. All infrastructure improvements provided by the purchaser and located prior to the point of delivery including the meter and related appurtenances shall be conveyed to the City upon final completion and acceptance by the City Engineer. The Connection Charge Rate, consistent with this paragraph, may be raised or lowered annually using a maximum escalation rate value of not greater than 25% annually. [Calculation: New Connection Charge Rate $\leq$ (1.25 times Connection Charge Rate prior to time of change)].

Purchaser agrees to purchase and to take delivery of said water at the delivery point(s) for Purchaser's own use. Except as to customers of Purchaser that may exist at the time of the signing of the Contract (which are provided hereto as **Exhibit A**), Purchaser shall not install customer service taps located within Abilene's protected service area or resell the water provided under this Contract.

Abilene shall be obligated to treat and to filter the water to be delivered to and received by Purchaser so that the water is the same quality as that supplied to the customers of Abilene.

Purchaser shall protect its storage and distribution system from cross connections under the specifications required by the health standards, statutes, and laws, of the State of Texas, as same may be amended from time to time.

B. Quantity and Demand

Purchaser represents that its contracted quantity of water available to the Hamby WSC will be 100,375,000 gallons per Water Year which shall be known as the "Base Contract Amount", which Hamby WSC deems adequate to meet its needs. Abilene will not provide water to the Hamby WSC in excess of the Base Contract Amount during any Water Year. The Base Contract Amount can only be increased if Purchaser presents a written request to Abilene to increase the Base Contract Amount. Such a request must be presented prior to the Water Year where the increased Base Contract Amount is required. Such request must be approved by the Abilene City Council before the increased Base Contract Amount will be provided.

The "Maximum Daily Amount" being the sum total of all Delivery Points is 630,000 gallons per day (gpd). The "Maximum Delivery Rate" in gallons per minute (gpm) of water that Abilene's system is capable of delivering to Purchaser for each Delivery Point is as follows:

Delivery Point No. 1 – 430 gpm

Delivery Point No. 2 – 430 gpm

Abilene will not deliver water to Purchaser at a rate exceeding the "Maximum Daily Amount" and/or the "Maximum Delivery Rate". The Maximum Daily Amount and/or the Maximum Delivery Rate can only be increased if Purchaser presents a written request to Abilene to increase the Maximum Daily Amount and/or the Maximum Delivery Rate. Such a request must be presented prior to the Water Year where the increased Maximum Daily Amount and/or the Maximum Delivery Rate is required. Such request must be approved in writing by Abilene before the increased Maximum Daily Amount and/or the Maximum Delivery Rate will be provided. Should Abilene approve of an increase in the Maximum Daily Amount and/or Maximum Delivery Rate for an existing delivery point, a one-time "Connection Charge" shall be paid by Purchaser in order to reserve additional capacity in Abilene's system. The Connection

Charge for increasing the Maximum Delivery Rate to an existing Delivery Point is the product of the Connection Charge Rate times the amount of the increase in gallons per minute designated to the existing delivery point plus the cost of necessary infrastructure upgrades to the City's system to accommodate the additional delivery rate [Calculation: Existing Delivery Point Connection Charge = (Connection Charge Rate times the Increase to the Maximum Delivery Rate (gpm)) + cost of infrastructure improvements]. The Connection Charge is a one-time charge applicable to each new Delivery Point added and to each increase made to an existing Delivery Point Maximum Delivery Rate. The Purchaser is responsible for the cost of infrastructure improvements including engineering design services, acquisition of land, equipment, and materials, and constructing any needed upgrades to the Delivery Point, including all required improvements to the City's distribution system necessary for supplying the increased flow to the new Delivery Point. All infrastructure improvements provided by the Purchaser and located prior to the point of delivery including the meter and related appurtenances shall be conveyed to the City upon final completion and acceptance by the City Engineer

Purchaser agrees that Abilene's capability to provide increases of water in quantity above the Base Contract Amount is subject to available supply and deliverability, as determined by Abilene. The availability of supply and deliverability does not obligate Abilene to increase water quantity available to Purchaser above the Base Contract Amount.

"Demand" means the quantity of water used by Purchaser within a water year.

"Water Year" means the year beginning January 1 and ending December 31.

"Base Contract Amount" will be 100,375,000 gallons per water year.

"Demand Charge" represents the cost of reserving the water for the Purchaser.

Abilene will use its best efforts to remain in a position to furnish water sufficient for the reasonable demands of Purchaser but Abilene's obligation under this Contract shall be dependent on the amount of water available to Abilene from its own source of supply. In case of shortages of Abilene's water supply, Abilene and all of Abilene's customers/users will proportionately share shortages, in accordance with the provisions of Texas Water Code Section 11.039.

If unavoidable localized distribution problems arise, such as failure of City's critical infrastructure affecting the quantity of delivery to the Purchaser, Abilene reserves the right to further limit Purchaser's quantity of water to be taken on an hourly, daily, and/or monthly basis as Abilene determines necessary to preserve adequate water for both parties while the City works to address the localized distribution problems. In such a situation the City will not proportionately reduce the long-term availability of water delivered to its customers.

If Stage I, II, or III of the City's Water Conservation Plan becomes in effect which may result in the Purchaser using less water, then the annual demand charge amount will be reduced 1/12 for each month a Water Conservation stage is in effect during the water year.

If there is a change in the City's Water Conservation Plan, written notice of such change shall be mailed to the Purchaser.

C. Water Conservation Plan

Abilene has adopted a Water Conservation Plan that provides for year round Water Conservation measures. The Purchaser hereby agrees to comply with all provisions of Abilene's Water Conservation Plan that is in effect or hereafter adopted. See attached Exhibit A. If there is a change in Abilene's Water Conservation Plan, written notice of such change shall be mailed to the Purchaser. A change in Abilene's Water Conservation Plan cannot impose an additional

cost to the Purchaser, as Purchaser water costs are addressed separately and exclusively by the Rate provisions in Part II.D. of this Contract.

D. Rates

Purchaser agrees to purchase water based on the Contract Rate, as described in this section, which shall be the effective rate at the date of execution of this Contract. For purposes of this Contract, references to “Contract Rate” and “Wholesale Water Rate” shall be deemed to carry the same meaning and are used interchangeably. Purchaser agrees that the Abilene City Council has the right to revise the Contract Rate from time to time to cover all reasonable, actual, and expected costs, including the costs of future water supplies. It is specifically understood and agreed that, in increasing or decreasing the Contract Rate, Abilene shall act in good faith, and any such increase or decrease in such standard rate shall be based upon valid economic reasons including the costs of Abilene supplying such water. The most current City of Abilene Fee Ordinance, as adopted by the Abilene City Council, describes the Wholesale Water rate applicable to all Wholesale Water rate purchasers, including to Purchaser under this Contract. When revising the Contract Rate, consistent with this paragraph, the Wholesale Water rate may not exceed three (3.0) times the then-existing Tier 1 Residential Rate. [Calculation: Wholesale Water Rate $\leq$ (3.0 times Residential Tier 1 Rate)]. Abilene shall give sixty (60) days advance written notice of any Wholesale Water rate change to Purchaser and RUS.

Purchaser agrees to pay a total monthly Ivie Surcharge on all water purchased under this agreement. The Ivie Surcharge rate shall be applied to each 1000 gallons purchased during each month. Purchaser agrees that the Abilene City Council has the right to eliminate, rename and/or restructure the Ivie Surcharge, and to revise the Ivie Surcharge rate from time to time to cover all reasonable, actual, and expected costs associated with financing capital improvement projects of

Abilene's Water Utility including but not limited to the original construction, expansion, or improvements to infrastructure of the Ivie System. The Ivie Surcharge, consistent with this paragraph, may be raised or lowered annually for each respective customer class using a maximum escalation rate value of not greater than 25% annually. [Calculation: New Ivie Surcharge $\leq$ (1.25 times Ivie Surcharge prior to time of change)].

Purchaser agrees to pay a total annual demand charge for each water year in which the current water year demand is less than base contract amount. The Demand Charge rate shall be applied to the base contract amount less current water year demand. Purchaser agrees that the Abilene City Council has the right to revise the Demand Charge rate from time to time to cover all reasonable, actual, and expected costs associated with reserving system capacity for Purchaser. The Demand Charge, consistent with this paragraph, may be raised or lowered annually for each respective customer class using a maximum escalation rate value of not greater than 25% annually. [Calculation: New Demand Charge $\leq$ (1.25 times Demand Charge prior to time of change)].

The following Rate Schedule applies to this Contract:

Wholesale Water Rate*- \$6.80 per 1,000 gallons

Demand Charge - \$ 0. 10 per 1,000 gallons

Ivie Surcharge - \$ 0 .00 per 1,000 gallons

Connection Charge Rate - \$500.00 per gallon per minute

*Note: The Contract Rate will be based on the standard established rate for potable water, established by the Abilene City Council, and published in the City of Abilene Water Utility Department Schedule of Rates and Charges for at least the highest consumption tier of the "Commercial Class" water user customers, unless otherwise revised by the Abilene City Council.

E. Payment

Abilene agrees to render to Purchaser a statement of charges monthly. The Contract Rate and the Ivie Surcharge rate shall be applied to the metered quantity delivered during the previous month. Payment is due upon receipt of the statement. Purchaser agrees to pay promptly. The demand charge shall be billed within sixty (60) days after each Water Year. Payment will be in a lump sum which is due thirty (30) days from receipt of the statement.

F. Additional Surface Water Supplies

If Purchaser develops or acquires additional surface water supplies from any source other than Abilene, resulting in reduced quantity from Abilene, then Abilene is released from the obligation to supply the contract amount mutually established under Part II. B. of this Contract. In such event, Abilene may adjust its supply obligation to levels commensurate with Purchaser's reduced demand.

If within the term of this Contract, Purchaser totally or partially discontinues taking water from Abilene because such other water supplies have been developed or acquired, Purchaser shall for three (3) years or the balance of this Contract, whichever is less, remain liable for demand charges at the billing level in effect at the date of written notification of such partial or total cessation of Base Contract Amount. However, Abilene may waive Purchaser's obligation in the event of nominal reductions based on Purchaser's plans if Abilene has received prior notice of the plans and concurred in the reduction.

G. Maintain Facilities and Equipment

Purchaser is responsible to construct, install, and maintain its facilities and appurtenances existing beyond the Delivery Point(s). Ownership and maintenance responsibilities of the Master

Meter(s) and all pipe, materials, equipment and related appurtenances used in connecting the Master Meter(s) to the Abilene Water Supply System shall be the responsibility of Abilene. All other facilities constructed by Purchaser, in order to meet quantity and demand requirements as set forth in paragraph B of this Section, will be owned and maintained by Purchaser. Purchaser must install and maintain an appropriate air gap or back flow prevention device, located before the first chemical injection point and/or the first customer tap, at each delivery point to prevent backflow contamination of the Abilene Water Supply, and shall comply with state law and Abilene ordinances regarding protections of the water distribution system.

Both parties to this Contract shall have access to such meter equipment at all reasonable times. It shall be the duty of either party to this Contract to notify the other party in the event that the meter(s) is registering inaccurately or malfunctioning so the meter(s) can be promptly repaired. Each meter will be operated and maintained so as to record with commercial accuracy. Abilene will notify Purchaser prior to any meter tests. Either party has the right to request a meter be tested with the other party having the right to witness such test. If Purchaser requires that an independent testing service be used, Purchaser shall pay the cost of said testing service if the meter(s) is found to be accurate. If the meter(s) is found to be inaccurate, Abilene shall pay the costs of said testing service.

H. Unit of Measurement

The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

I. Title to water

Title to all water supplied hereunder shall remain in Abilene to the delivery point(s). From such point(s) (whether metered there or not), title shall pass to Purchaser. Ownership by

Purchaser of facilities and water beyond the delivery point does not relieve Purchaser of the conditions contained in this contract.

J. Hold Harmless

To the extent permitted by law, Purchaser agrees to indemnify, hold harmless, and defend Abilene and its officers, agents, and employees from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expense, including court costs, attorneys' fees, and other reasonable costs occasioned in connection with the transportation, delivery and disposal of said water while title to the water remains with Purchaser. If the RUS assumes this Contract as provided in Section I.D.(b), this Section II.J shall not apply to the RUS.

K. Relocation of delivery points

If Purchaser moves or abandons the designated delivery point(s), Purchaser shall pay all costs incurred in relocating the delivery point(s).

III. AGREEMENT

Entire Agreement

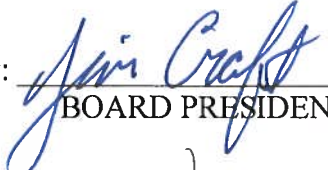
This Contract is the entire agreement of the parties, and any prior representations, warranties, agreements, promises, or negotiations, verbal or otherwise, pertaining to this agreement not expressly set forth in this written agreement are for no force and effect. This Contract shall be binding upon and shall insure to the benefit of the respective successors and/or assigns of the City and the Purchaser.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

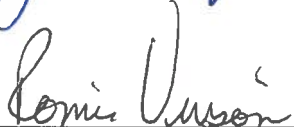
CITY OF ABILENE, TEXAS

HAMBY WATER SUPPLY CORPORATION

By: _____
CITY MANAGER

By:  _____
BOARD PRESIDENT

ATTEST:

 _____
Board Secretary

Abilene City Secretary (City Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Abilene City Attorney

Purchaser's Attorney

Authorize the Renewal of the Water Supply Contract with the Hamby Water Supply Corporation



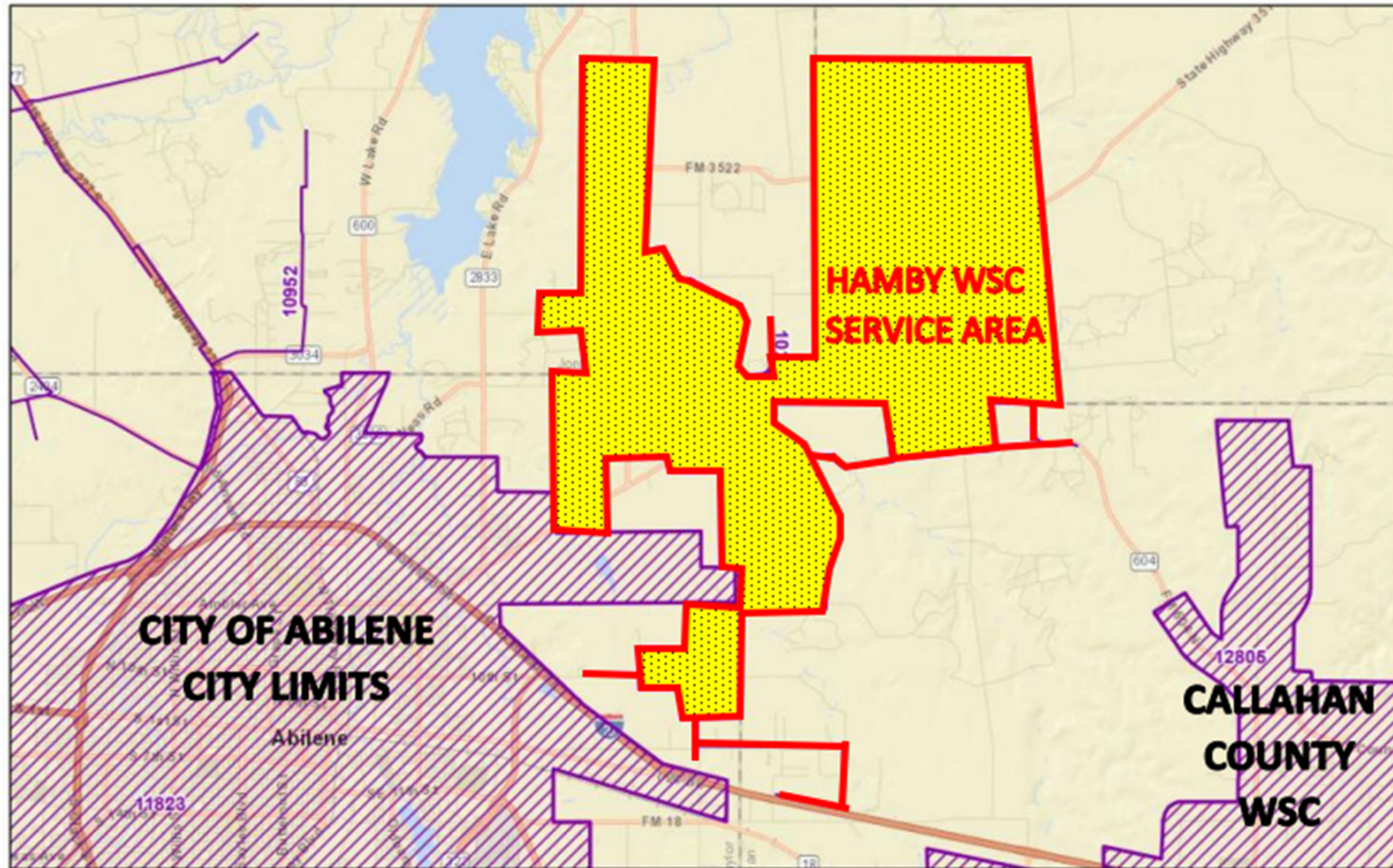
- The City of Abilene (City) is currently a regional supplier of potable water to local area cities and rural water supply corporations
- The original water supply contract between the City and the Hamby WSC (Water Supply Corporation) was made in 1964, amended in 1979 to add a second delivery point, and renewed in 2004
- This 2004 Water Supply Contract described Delivery Points No. 1 and No. 2, but did not include a take rate for Delivery Point No. 2



- Texas Commission on Environmental Quality issued Hamby WSC a notice of violation because its 2004 Water Supply Contract with the City did not include an assigned take rate for Delivery Point No. 2
 - Needed to demonstrate Hamby WSC has an adequate water supply quantity for the number of connections in its distribution system
- The proposed renewal Water Supply Contract assigns a take rate of 430 gallons per minute to each of Delivery Points No. 1 and No. 2
- The proposed renewal Water Supply Contract also includes:
 - Several minor edits required by CFR 1780.62
 - New Connection Charge that will apply whenever the City approves requested increases to a take rate for a new or existing connection



Public Utility Commission



November 8, 2021



Authorize the Renewal of the Water Supply Contract with the Hamby Water Supply Corporation

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Smith Pump Company, Inc. for Repair of Ivie Raw Water Intake Pump #1 (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council authorize a contract with Smith Pump Company Inc. for Repair of Ivie Intake Pump #1 in the amount of \$114,800. The contract is being secured through BuyBoard Cooperative Purchasing, Contract #589-19, a Local Government Purchasing Cooperative created in accordance with Section 791.001 of the Texas Government Code.

SPECIAL CONSIDERATIONS

The Ivie Intake Pump Station is located on Lake O.H. Ivie approximately 50 miles south of Abilene. The pump station includes three vertical turbine pumps used to pump raw lake water into the Ivie Pipeline System for delivery to the Hargesheimer Water Treatment Plant. Pump #3 was recently successfully repaired using a similar process but with a different company. Pump #1 has a capacity of 5,200 gallons per minute. Pump #1 is currently offline due to excessive vibration and noise due to wear and or failure of internal parts. The contract will provide for Pump #1 to be pulled, repaired, reinstalled, and tested to verify performance. The price includes repair or replacement of normal wear parts, machining, labor, and transportation.

In March 2021 the City solicited bids for the Rebuild of Vertical Turbine Pumps which included the repair of each of Ivie Intake Pumps #1 and #3. None of the bid proposals was properly completed to allow a fair assessment and comparison between them or for selecting a single bidder. All bids were rejected. Rather than rebidding the repairs, staff identified a similar repair opportunity by contracting directly with Smith Pump Company through BuyBoard Cooperative Purchasing. The price of the contract with Smith through BuyBoard is favorable in comparison

with those rejected bids.

FUNDING/FISCAL IMPACT

Funding for the repair of Ivie Intake Pump #1 will come from fund 575 designated for capital improvement projects and/or existing CO fund residuals.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the contract with Smith Pump Company, Inc. for the repair of Ivie Raw Water Intake Pump #1 using BuyBoard Cooperative Purchasing in the amount of \$114,800.00 as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Smith Pump Company-Contract Ivie Intake P1 Repair-11-18-2021
2. 20211102 -Smith Pump Company Signed 110421
3. Presentation-Authorize Contract-Smith Pump Company-Repair of Ivie Intake P1-11-18-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A CONTRACT WITH SMITH PUMP COMPANY, INC. FOR THE
REPAIR OF IVIE INTAKE PUMP #1.**

WHEREAS, the City of Abilene (City) owns and operates the Ivie Pipeline System which includes the Intake Pump Station, Booster Pump Station, the Ovalo Terminal Storage Tank, the transmission pipeline, and an electrical transmission system; and

WHEREAS, the Ivie Intake Pump Station includes three vertical turbine pumps to transfer raw lake water through the pipeline system to the Hargesheimer Water Treatment Plant; and

WHEREAS, Ivie Intake Pumps #1 and #3 are currently inoperable and in need of repairs due to wear and/or failure of internal parts; and

WHEREAS, City staff was not successful in its attempt to receive a correctly completed bid proposal through the City's normal bid solicitation process; and

WHEREAS, City staff is able to secure the repair of Ivie Pump #1 using a contract with Smith Pump Company, Inc. through BuyBoard Cooperative Purchasing, a local government purchasing cooperative created in accordance with Section 791.001 of the Texas Government Code; and

WHEREAS, the staff recommends authorizing the contract with Smith Pump Company, Inc. for the Repair of Ivie Intake Pump #1 in the amount of \$114,800.00; and

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

That the City Manager is authorized to execute the contract with Smith Pump Company, Inc. for the Repair of Ivie Intake Pump #1 in the amount of \$114,800.00.

ADOPTED this 18th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



SERVICES CONTRACT

This contract, dated the _____ day of _____, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Smith Pump Company a Corporation organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide Repair of Raw Water Intake Pump #1 services to the City during the term stated herein.

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

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 180 calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

The Contractor 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. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

VI. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

- (i) injury or damage to any property or right

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
<u>X</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>X</u> 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (Insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u> </u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	
<u> </u> 6. No Insurance Required	

X. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XI. NOTICE

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

City - ATTN: Rodney Taylor
 PO Box 60
 Abilene, TX 79604

Contractor - ATTN: Trent Brown
 301 MB Industrial Blvd.
 Waco, TX 76712

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of 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.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XIX. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to

be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

SERVICE CONTRACTOR

By:

Title:



Trent Brown
President

Address: 301 M B Industrial
Waco, TX 76712

Phone Number: 254-776-0377

Federal Tax ID #: 74-1460081

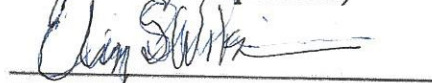
ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)



Corporation's Secretary

Elizabeth Smith Wilson
Corporate Seal (If available):



ATTACHMENT A
SCOPE OF SERVICES

The City of Abilene is in need of a rebuild of vertical turbine pump #1, located at Lake O.H. Ivie Pump Station which is located at the Lake O.H. Ivie Reservoir. Pump #1, RuhrPumpen Model 26CKXL – 5 stage vertical turbine pump rated at 5,200 GPM @560 ft. TDH @1185 RPM. The Contractor shall be responsible for a turn-key rehabilitation project.

The contractor shall perform pre-removal field testing and inspection services of the pump and motor.

The contractor shall be responsible for removal of the pump and motor and partial breakdown of the pump prior to transportation, loading and providing transportation of the pump to the contractor's facility for rehabilitation.

Once the pump has arrived at the contractors facility, the contractor shall fully disassemble and inspect the pump. Upon inspection, the contractor shall create and provide the City with an inspection report outlining the existing condition of the pump and it's individual components. The report will also contain the manufacturers tolerance specifications of each individual component.

The contractor shall provide and install all standard wear parts, including all, labor, machining, cleaning, transportation, equipment, and related materials required to pull and repair and reinstall the pump.

The contractor shall sand blast the inside diameter and outside diameter of all pump columns and coated in NSF61 coatings Repair shall bring clearances of all machined and replaced parts to within the manufacturer's tolerances for noise, vibration, and performance of the overhauled pump.

The contractor shall also provide and install new METRIX Model 440 Vibration switches on the motor.

Once the pump has been rehabilitated, the contractor shall reassemble the pump, transport the rehabilitated pump to the Lake Ivie pump station, unload and reinstall the pump.

The contractor shall perform post repair field performance testing, verification of proper function and inspection services.

In the event of extensive damage being found to casted parts located in the bowl assembly, the contractor has provided unit costs for providing and installing new impeller and new bowl assembly's.

The Quote Number: 32307 is attached and made part of this contract document. To the extent that any provision of the Quote conflicts with the terms and conditions of this Services Contract, the terms and conditions of this Services Contract control.

ATTACHMENT B

PAYMENT SCHEDULE

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

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

OPTION 2 X

Payment is in a lump sum amount of \$114,800.00 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3 ____

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

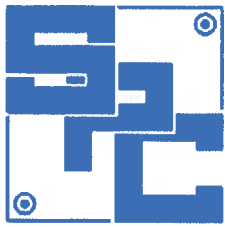
(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 32307

Tuesday, October 19, 2021

Page: 1

Prepared For: Kevin Jaeger

Shipping:

City of Abilene

P.O. Box 60
Abilene, TX 79604
Phone: 903-353-7191
Fax: 325 548 2017

City of Abilene

OH Ivie RWPS
GPS Coord: 31.5778 N, 99.7241 W
OH Ivie, TX

Shipping Method

Bestway

Freight Terms

FOB Destination

Payment Terms

Net 30 Days

Salesperson:

TXWEST - Christopher Burress

This quotation is made in accordance with **Buyboard Contract Number 589-19** of which Smith Pump is a participating member.

Quotation is made based on an assumed scope of work. Smith Pump reserves the right to revise quotation as needed to meet the necessary scope of work determined upon inspection of the disassembled pump.

PUMP INFORMATION:

Ruhrpumpen 26SCKXL-5 Stg Vertical Turbine Pump
Serial Number: 200011
86 ft Base to Bell fit with 36" Flanged Column Pipe w/ Integrated Enclosing Tubes
2.688" Dia Lineshaft with Split Ring & Keyed Couplings

TECO Westinghouse VSS Motor
Model: AMRK-EC002
1000 hp, 1200 rpm, 4000 v / 3 ph

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Trent Brown

trentb@smithpump.com

Line: 1

Part ID: 4102

Rev: 0

Pull & Transport Vertical Turbine Pump

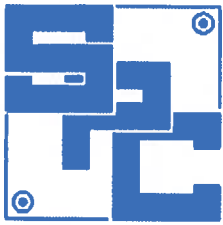
Field Service Crew with three (3) men to perform onsite disassembly of Pump P1-1.
Crew to use overhead crane at station to lift pump. Load components onto semi-truck.
Semi-truck to then transport all components to Smith Pump's Waco shop for inspection.

WORKSCOPE:

1. Measure TIR before uncoupling
2. Pull motor and set aside on site
3. Measure level at top of discharge head
4. Pull complete pump (in pieces)
6. Load complete pump on semi-truck

PRICE INCLUDES:

1. Labor for three (3) serviceman; Estimate five (5) days to remove pump.
2. Mileage to and from jobsite.
3. Transportation of Equipment.



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

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Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	15,000.00000			\$15,000.00 *

Line: 2 Part ID: 4511 Rev: 0

Disassemble & Inspect

Shop Disassembly & Inspection of Large Vertical Turbine Pump

WORKSCOPE:

1. Incoming data gathering, inspection sheets & photos
2. Teardown of pump
3. Inspection, measurements, documentation of component condition
4. Generate shop inspection report
5. Evaluate existing scope of work for additional repairs

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	3,800.00000			\$3,800.00 *

Line: 3 Part ID: 4611 Rev: 1

Repair Vertical Turbine Pump

Shop repair of five (5) stage bowl assembly, column pipe, lineshaft, and discharge head to restore operation for cause of elevated vibration, shaft whip, and radial play in lineshaft bearings.

SCOPE OF WORK:

1. Make New Suction Bell Bearing
2. Make (5) New Series Case Bearings
3. Make (1) New Top Series Case Bearing
4. Make (10) New Case Wear Rings
5. Make (5) New Impeller Wear Rings
6. True & Balance (5) Impellers to ISO G2.5
7. Repair (10) Lineshafts
8. Polish Clean (10) Lineshaft Couplings
9. Make (8) New Lineshaft Bearings
10. Replace Flange Bolting as Needed
11. Replace Column and Enclosing Tube O-Rings
12. Reassemble Bowl Assembly with Bottom Column
13. Test Fit All Lineshaft and Couplings
14. Make All Parts Ready for Install

NOTES:

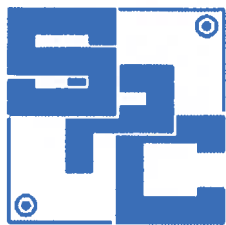
1. Blast and Coat are priced on separate line.
2. Pump requires field assembly.
3. We are NOT including inspection or repair to column aligning registers.
4. Strainer Basket is assumed in good condition.
5. Motor will be left onsite and have no service performed.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	59,200.00000			\$59,200.00 *

Line: 4 Part ID: 4611-014 Rev: 0

Grit Blast & Paint

Shop repair to include brush blasting of existing surfaces interior and exterior and epoxy coating with TNEMEC N140 for 7 to 9 mils dft. Top Coat to match existing color.



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Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	6,600.00000			\$6,600.00 *

Line: 5 Part ID: 0972 Rev: 0

(2) Metrix 440 Vibration Switches

Installation of Replacement Metrix DR440 Vibration Switches. Field Labor to Remove Existing Switches and Install New. Wire, program switch, and verify readings.

INCLUDES:

- (2) Switches-Vibration, 440DR
- (2) Metrix External Accelerometer
- (2) Accelerometer Cables

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	9,500.00000			\$9,500.00 *

Line: 6 Part ID: 4202 Rev: 0

Install Vertical Turbine Pump

Field Service Crew with three (3) men to perform onsite unloading and installation of Pump. Crew to use overhead crane at station. Includes semi-truck to transport all components from Smith Pump's Waco shop to jobsite.

WORKSCOPE:

1. Unload Repaired Equipment
2. Stand Pump Vertical and Begin Installation
3. Assembly Pump to Grade and Set Down
4. Connect Discharge Piping
5. Pre-Load Thrust Rods as Necessary
6. Lift and Set Motor
7. Test Run Motor
8. Set Impeller Lift & Couple
9. Verify Ease of Rotation
10. Run Pump: Record Vibration Amplitudes and Pump Performance

PRICE INCLUDES:

1. Labor for three (3) serviceman; Estimate five (5) days to install pump.
2. Mileage to and from jobsite.
3. Transportation of Equipment.
4. Oil for Enclosing Tube

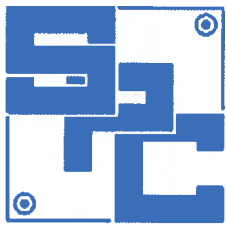
EXCLUDED FROM SCOPE:

1. **Motor Oil.** We recommend any lubricant for motor bearings be replaced with like existing for compatibility. Likely, we can reuse oil currently in bearing reservoirs.
2. **Piping Modifications.** Changes to location of discharge piping require additional work.
3. **Soleplate level and grout.** We assume the soleplate is within our level tolerance. Additional work may be required if out of level.
4. **Electrical Connection.** We ask the City provide or hire an Electrician to connect main power leads, space heaters, and RTD wires.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	17,500.00000			\$17,500.00 *

Line: 7 Part ID: 4403 Rev: 0

Condition Assessment



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Field Service Engineer with Calibrated Instrumentation to Run Pumps and Conduct Condition Assessment. Service Engineer to provide written report detailing findings.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	3,200.00000			\$3,200.00 *

* Indicates which quantity price is included in the Total

Total: \$114,800.00

Prices are Valid Until Thursday, November 18, 2021

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____

Authorize a Contract with Smith Pump Company, Inc. for the
Repair of Ivie Intake Pump #1.



- The Ivie Intake Pump Station has three vertical turbine pumps that transfer raw lake water into the Ivie Pipeline System for delivery to the Hargesheimer Water Treatment Plant
- In March 2021, the City solicited bids for the repair of pumps #1 and #3, but received only incomplete bid proposals from all bidders, so all were rejected
- Ivie Intake Pump #3 was recently repaired using a BuyBoard contract with a different company
- Ivie Intake Pump #1 currently is still inoperable due to wear and/or failure of internal parts



- City staff can repair Ivie Pump #1 using a contract with Smith Pump Company, Inc., through BuyBoard Cooperative Purchasing, a local government purchasing cooperative created in accordance with Section 791.001 of the Texas Government Code
- The contract is for pump removal, parts repair or replacement, labor, machining, cleaning, transportation, reinstallation, and performance verification testing
- The value of the contract is \$114,800.00



**LAKE O.H. IVIE INTAKE PUMP STATION
17 MILES SOUTHEAST OF BALLINGER, TX**



Authorize a Contract with Smith Pump Company, Inc. for the
Repair of Ivie Intake Pump #1.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Engineering Services for Maple Street Roadway Improvements Carriage Hills Parkway to Loop 322 to Jacob and Martin. (Greg McCaffery)

GENERAL INFORMATION

The scope of the project includes the reconstruction and widening of Maple Street from Carriage Hills Pkwy to Loop, which is approximately 8,000 feet of existing roadway within the existing right of way. The work includes demolition of the existing roadway section, asphalt paving, concrete curb and gutter, and drainage improvements.

A request for Proposals for Engineering Services for the project was advertised on August 1st, 2021 & August 9th, 2021. Four Proposals were received and evaluated. The City Staff determined the proposal from Jacob & Martin, Inc. was the best proposal received for this project.

The contract includes: Schematic and Detailed Design, Construction Documents, Bid and Construction Administration.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project is allocated through 2021 Bond funds.

STAFF RECOMMENDATION

The contract with Jacob & Martin, Inc. is for the fixed fee amount of \$354,500.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV_S maple resolution
2. Signed_Contract_S_Maple_Rd_Eng_Sev_ContractsManual-ServicesContract(Architect-Engineer)-Oct2021
3. S MAPLE LOCATION MAP
4. REV_S Maple ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JACOB &
MARTIN, INC.**

WHEREAS, The City of Abilene desires to install public improvements associated with the portion of Maple St located between Carriage Hills Pkwy and Loop 322.; and

WHEREAS, The City of Abilene has selected Jacob & Martin, Inc. for the schematic design, construction documents, bid administration, and construction administration for said project; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Jacob & Martin, Inc. in the amount of \$354,500.00 for engineering services associated with the portion of Maple St located between Carriage Hills Pkwy and Loop 322.

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

- PART 1: The City Council authorizes the City Manager to execute an agreement with Jacob & Martin, Inc.
- PART 2: That the agreement is in the amount of \$354,500.00 for the design and administration of the public improvements.
- PART 3: That this resolution will take effect immediately from and after passage.

ADOPTED this 18th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 18th day of November, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Jacob & Martin, a Civil Engineering Firm organized under the laws of the State of Texas (“Consultant”).

The City is engaged in Reconstruction and Widening of Maple Street from Carriage Hills Parkway to Loop 322 and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Consultant. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the 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.

II. FEE

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

III. FACILITIES

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

IV. 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. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

The Consultant is an Independent Contractor. Consultant and Consultant's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available 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.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

“Consultant” includes the person, 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.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant’s agent, or another entity over which the Consultant exercises control.

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.

X. 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 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.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	<u>Type</u>	<u>Amount</u>
X 1.	Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X 2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X 3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X 4.	Professional Liability	\$500,000 combined single limit (per occurrence)
___ 5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XII. TERMINATION

This contract may be terminated at any time upon 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.

XIII. 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.

XIV. NOTICE

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

City – ATTN:

**Greg McCaffery, P.E.
City of Abilene PO Box
60 Abilene, TX 79604**

Consultant – ATTN:

**Tal Fillingim, P.E.
3465 Curry Lane
Abilene, TX 79606**

XV. 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.

XVI. 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.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of 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.

XVIII. 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.

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the “Tax Act”), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the 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.

XXI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

PROFESSIONAL

By: _____

By: Click or tap here to enter text.

Name: Robert Hanna

Name: 

Title: City Manager

Title: Vice President

Address: 3465 Curry Lane, Abilene, Tx

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

Attachment A

SCOPE OF SERVICES

Engineering services, including surveying and materials testing, for the design of roadway reconstruction and pedestrian access improvements for 8,000 linear foot segment of Maple Street extending from Carriage Hills Parkway to Loop 322. The work includes demolition of existing roadway section, asphalt and concrete paving, concrete curb and gutter, and drainage improvements. Also included is signal warrant analysis at the intersections of Maple Street and Colony Hill, and if required, design of a traffic signal at the intersection of Maple Street and Colony Hill Road. Roadway widths, transitions, and intersection layout design of lane configurations approaching the intersection. Evaluation and design of sidewalks and bike paths shall also be provided.

Task 1 – Initial Project Data Collection and Analysis

The Scope of the work will consist of the following:

- 1) Topographic survey, utility locates, and associated field data collection necessary to prepare construction documents. Determination of right of way for full length of roadway improvements. Preparation of easement or right-of-way dedication documents, plats, or any other survey document or instruments are not included.
- 2) Existing pavement corings and lab analysis for up to 20 total corings.

Task 2 – Design of Roadway, Pedestrian, and Drainage Improvements

The Scope of the work will consist of the following:

- 1) Pavement section design, including evaluations and analysis of roadway improvement approach.
- 2) Develop schematic designs, provide design development, and final construction documents in accordance with City of Abilene requirements. An opinion of construction cost will be prepared for each of schematic and design development. Prepare detailed construction plans for the purpose of bidding and constructing the roadway and pedestrian improvements. This shall include typical sections, horizontal and vertical alignments, roadway cross sections, side street profiles, drainage structure details, erosion control plans, stabilization plan, traffic control plans, construction details, quantities, signage and pavement marking plan, and all associated specifications



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

- 3) Coordinate plan review and approval, including any required TDLR Handicap Accessibility reviews in accordance with Americans with Disabilities Act.
- 4) Attend all design and project coordination meetings as required.
- 5) Provide all coordination with permitting agencies to obtain permits, including all necessary utility coordination.
- 6) Prepare a Storm Water Pollution Prevention Plan.
- 7) Prepare bid and contract documents and attend any pre-bid meetings. Assist the City of Abilene in advertising, bidding and contract award.
- 8) Hold a pre-construction conference involving all parties and assist in any needed review of design related questions during construction.
- 8) Review and approve submittals/shop drawings as needed for the project and perform final walk through of the project.
- 9) Prepare and approve any change orders needed during construction. Issue revised construction plans if needed.
- 10) Prepare record drawings and provide in digital format acceptable to the City of Abilene.
- 11) This scope does not include any utility relocation design, lighting design, or any resident project inspection.

Task 3 – Traffic Signal Warrant Analysis

The Scope of the work will consist of the following:

- 1) Perform a Traffic Signal Warrant Analysis to determine whether installation of a traffic control signal is justified at the intersection of Colony Hill Road at Maple Street in Abilene, TX. The effort will include 24 hour turning movement counts performed by a subconsultant. It is assumed that intersection crash history data will be provided by the City. The Traffic Signal Warrant Analysis will include a model to show the level of service (LOS) of the existing intersection and potential signal improvements including auxiliary turn lanes. A technical memo will be prepared detailing results of the Signal Warrant and LOS analyses and conclusions.
- 2) Deliverables will include draft and final technical memo in PDF format.

Task 4 – Traffic Signal Design

The Scope of the work will consist of the following:

- 1) Develop schematic, preliminary, and final design of required traffic signal improvements including location of poles and foundations, signal cabinet, power source, signal heads, vehicle detectors, and emergency vehicle pre-emption.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

2) Prepare the following plan sheets and associated specifications for the traffic signal:

- General notes
- Summary of estimated quantities
- Traffic signal design plan sheet
- Signal design summary tables and charts
- City and/or TxDOT standard detail sheets

3) Provide basic signal timing for the designed traffic signal.

4) Review and Approve submittals/shop drawings as needed for the project. Respond to any requests for information (RFI's).

5) Prepare an estimate of construction quantities and develop an opinion of probable construction costs for permanent traffic signal elements.

6) Prepare record drawings and provide in digital format acceptable to the City of Abilene.

7) Attend all design and project coordination meetings as required.

Task 5 – Construction Materials Testing

The Scope of the work will consist of the following:

- 1) Perform all required construction materials testing as outlined in the construction plans and specifications for the project including but not limited to, concrete, asphalt, and soil testing.



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Attachment B

Compensation Payment Schedule

Payment is based on the completion of work as set forth in the authorized individual Task, as set out below, not to exceed the Total Contract Amount of \$354,500.

Compensation for Task 1 as described above shall be at a lump sum fee of \$33,000.00. Any additional pavement coring's above the 20 specified in the scope of services will be provided at a rate of \$300 per coring.

Compensation for Task 2 as described above shall be at a lump sum fee of \$280,000.00.

Compensation for Task 3 as described above shall be at a lump sum fee of \$9,500.00.

Compensation for Task 4 as described above shall be at a lump sum fee of \$32,000.00.

Compensation for Task 5 as described above shall be on an hourly basis per the attached Jacob Marin standard hourly rate schedule.

Fees do not include any required outside review, inspection, or filing fees. All fees are based on the project extents as outlined. Project extents shall not be extended without written approval from the City of Abilene. Should the project extents be increased then contract would need to be renegotiated. Project schedule to be finalized once notice to proceed has been issued. Task 1 and 3 are anticipated to be completed within 3 months from notice to proceed. Task 2 and 4 are anticipated to be completed within 6 months after completion of Task 1.



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ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the 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 D
NOTICE TO PROCEED

Click or tap here to enter text.

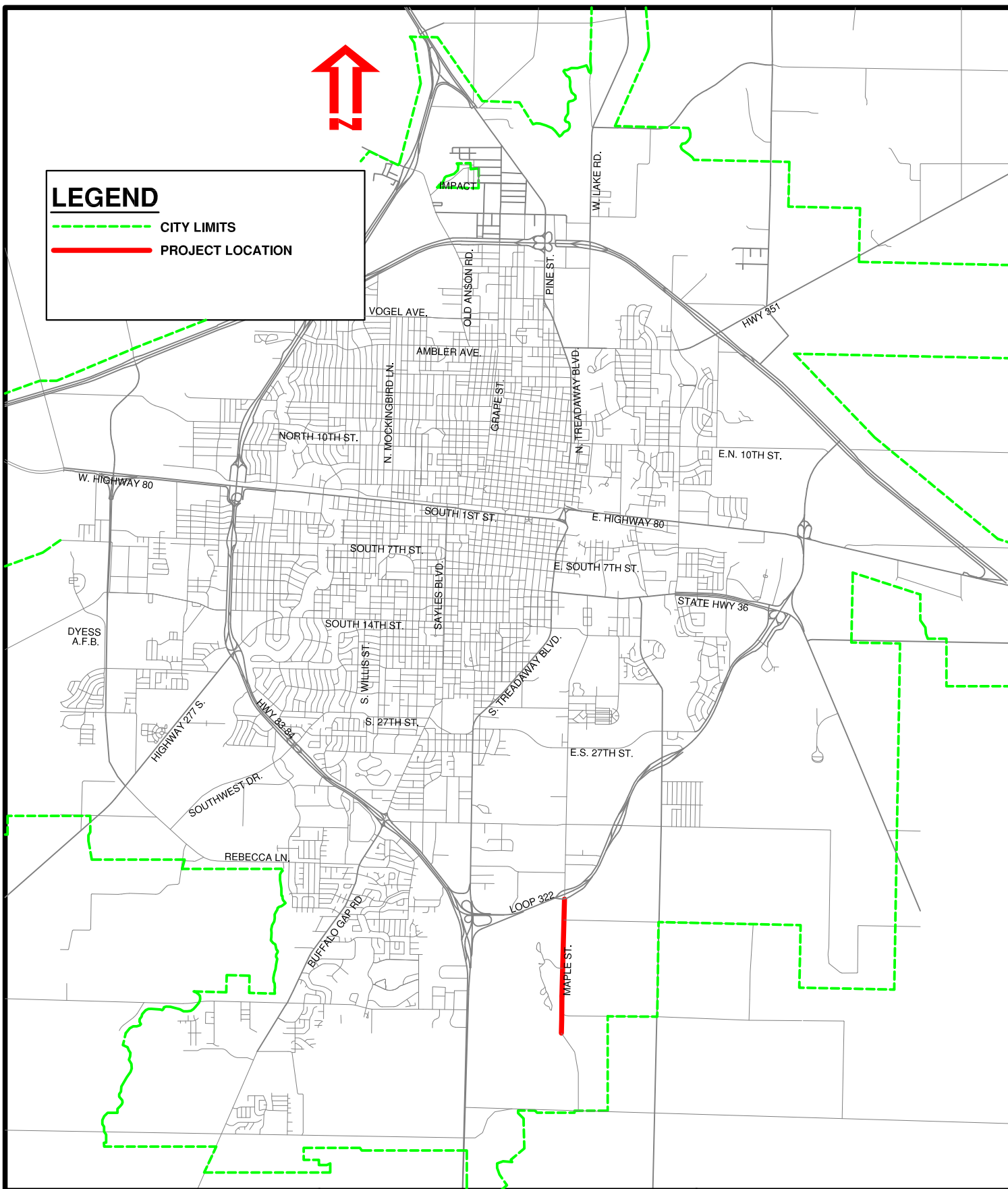
ATTACHMENT E
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.



LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
Of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MAPLE ST IMPROVEMENTS LOOP 322 TO CARRIAGE HILLS

Designed By: S. CHANDLER
Drawn By: T. MATTHEWS
Checked By: S. CHANDLER

Horizontal Scale: N.T.S.
Vertical Scale: N.T.S.

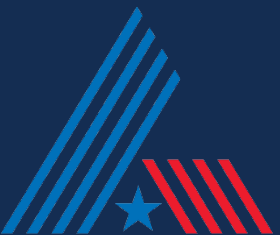
Computer File Name:
PROPOSED 2021 BOND
Date: OCTOBER 2021

Agenda Item:
Maple Street Roadway Improvements
Carriage Hills Pkwy to Loop 322



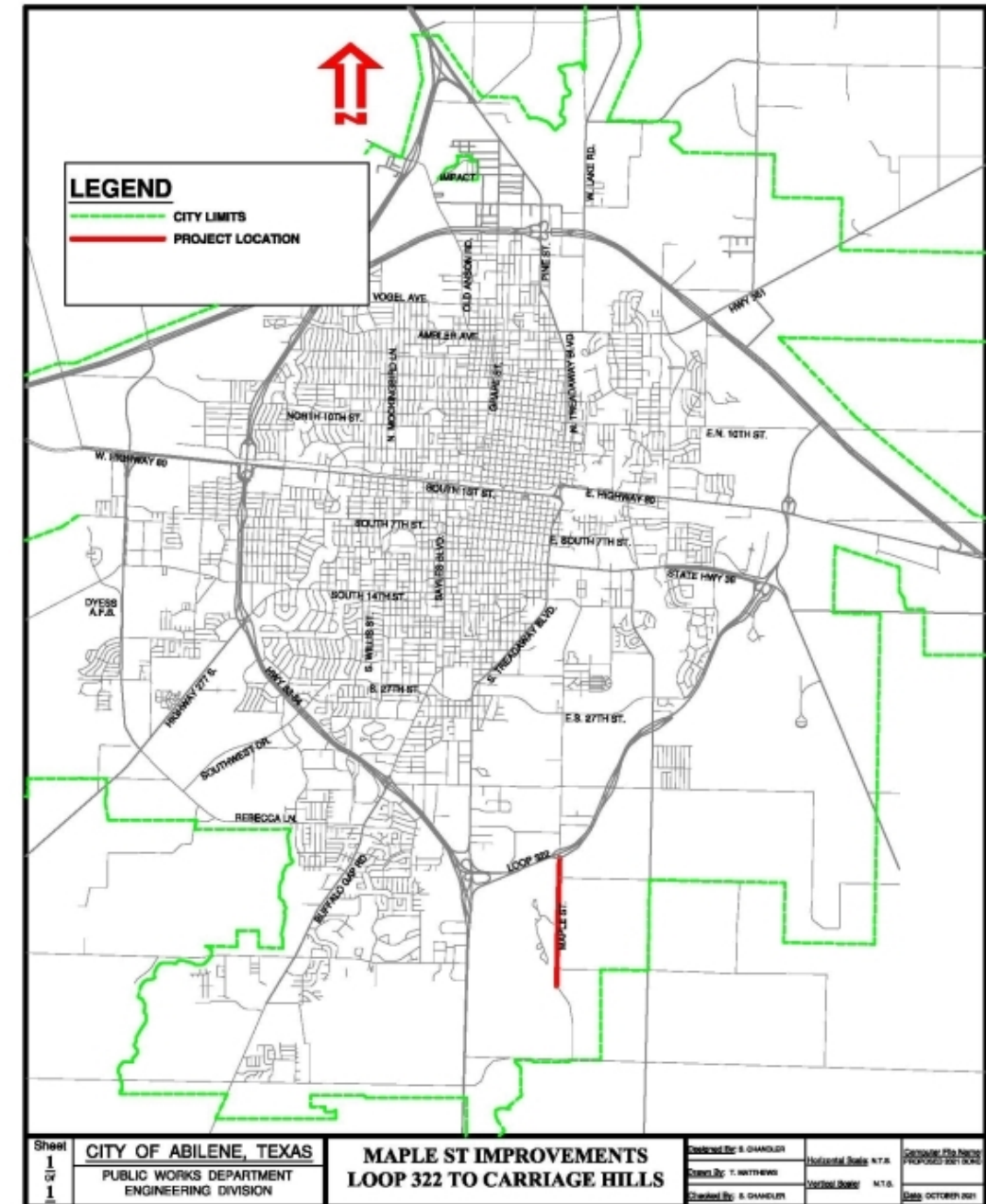
Maple Street Roadway Improvements Carriage Hills Pkwy to Loop 322

- The scope of the project includes the reconstruction and widening of Maple Street from Carriage Hills Pkwy to Loop, which is approximately 8,000 feet of existing roadway within the existing right of way. The work includes demolition of existing roadway section, asphalt paving, concrete curb and gutter, and drainage improvements.
- This project will also include traffic warrant analysis at the intersection of Colony Hill Rd and Maple St. If the analysis determines that a signal is warranted, this contract will also include the design of the new signal.



Maple St Roadway Improvements Carriage Hills Pkwy to Loop 322

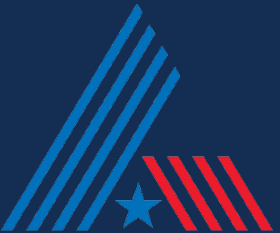
Streets From To
Maple St Carriage Hills Pkwy Loop 322



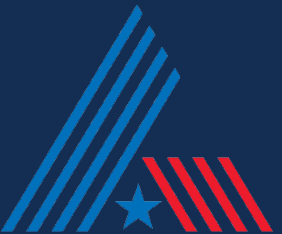
Agenda Item:

Maple Street Roadway Improvements Carriage Hills Pkwy to Loop 322

- A request for Proposals for Engineering Services for the project was advertised on August 1st 2021 & August 8th 2021.
- Four proposals were received and evaluated.
- City Staff determined the proposal from Jacob & Martin, Inc. was the best proposal received for this project.
- The contract with Jacob & Martin, Inc. is for the fixed fee amount of \$354,500.
- The contract includes: Schematic Design, Construction Documents, Bid Administration, and Construction Administration.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **10. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 17, "Misc Provisions", Article III, "Metal Recycling Entities and Precious Metal Buyers", Section 17-68, "Permit Expiration" of the Abilene Municipal Code (*Shawna Atkinson*)**

GENERAL INFORMATION

The current ordinance for Metal Recycling Entities and Precious Metal Buyers has a one year renewal period. Several of the Metal companies here in town have asked for an option for an extended permit, so they do not have to come in annually to renew the permit. This ordinance amendment will allow for a five-year permit option, as well as keeping the annual permit option. This way companies can choose if they'd like to renew annually or every five years.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The permit fee could potentially be collected only once every five years, instead of annually.

STAFF RECOMMENDATION

Approval of the addition of a 5-year renewal option for Metal permits.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Metal Permit Ordinance 2021 final
2. Metal Permit Ordinance Exhibit A redline 110421
3. Metal Permit Ordinance Exhibit A clean
4. Metal Ordinance Ppt

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 17, “MISCELLANEOUS PROVISIONS”, ARTICLE III, “METAL RECYCLING ENTITIES AND PRECIOUS METAL BUYERS”, SECTION 17-68, “PERMIT EXPIRATION” OF THE ABILENE MUNICIPAL CODE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the current Metal Recycling Entities and Precious Metal Buyers ordinance currently only allows for a one year permit;

WHEREAS, several businesses who apply for this permit wish to have a longer option than one year.

WHEREAS, this amendment will provide the business the option for a one-year permit or a five-year permit, depending on the needs of the permit holder.

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

- PART 1:** That Chapter 17, “Miscellaneous Provisions”, Article III, “Metal Recycling Entities and Precious Metal Buyers”, Section 17-68, “Permit Expiration” of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.
- PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be 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 offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 18th day of November, 2021.

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 28th day of November, 2021, 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 2nd day of December, 2021, to permit the public to be heard. 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 2nd day of December, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Sec. 17-~~6859~~. Permit Expiration

~~The permit will be valid through December 31 of the year the permit is issued. The permit will only be valid for the address for which it is issued and will become void if the location of the business is changed.~~

Applicants may choose a one year renewal option or a five year renewal option. The one year renewal option will be valid through December 31 of the year the permit is issued. The five year renewal option will be valid through December 31 of the fifth year after the permit is issued. Both options will only be valid for the address for which they are issued and will become void if the location of the business is changed.

The fee for the five year permit is set at five-times the one year permit fee.

EXHIBIT A

Sec. 17-68. Permit Expiration

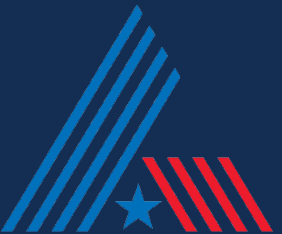
Applicants may choose a one year renewal option or a five year renewal option. The one year renewal option will be valid through December 31 of the year the permit is issued. The five year renewal option will be valid through December 31 of the fifth year after the permit is issued. Both options will only be valid for the address for which they are issued and will become void if the location of the business is changed.

The fee for the five year permit is set at five-times the one year permit fee.

Ordinance:
Amending Chapter 17 of the Abilene
Municipal Code: Metal Recycling and
Precious Metal Buyers
Allowing for a 5 Year Permit



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: 11. Ordinance (First Reading) Z-2021-30: Receive a Report, Hold a Discussion and Take Action on a Request from Hit Ventures LLC to Change Zoning from Agricultural Open Space (AO) to a Neighborhood Retail (NR) District on Approximately 4.51 acres at 3250 Beltway South. *(Tim Littlejohn)*

GENERAL INFORMATION

Rezone from Agricultural Open Space (AO) to a Neighborhood Retail (NR) District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

City staff recommends approval of the requested zone change to a Neighborhood Retail (NR) District.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-30 draft ordinance
2. Z-2021-30 Council staff report
3. Z-2021-30 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 18th day of November, 2021.

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 16th day of October, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 2nd day of December, 2021, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 2nd day of December, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from an Agricultural Open (AO) District to a Neighborhood Retail (NR) District:

BEING 4.51 acres out of the W.J. Reddell Pre-Emption Survey in Taylor County, Texas, said 4.51 acres being part of Lot 1 in Block A of the Oakridge Church of Christ Addition to the City of Abilene, Taylor County, Texas, as shown by plat recorded on Slide 166 in Cabinet 1 of Plat Records for Taylor County, Texas, and all being part of a 9.67-acre tract recorded on Page 350 in Volume 1822 of Official Public Records of Real Property in Taylor County, Texas, said 4.51 acres being more particularly described by metes-and-bounds as follows:

BEGINNING at a 3/8-inch rebar found on the north line of right-of-way for F.M. Highway 707 (a.k.a. Beltway South) at the southwest corner of said 9.67-acre tract and for the southwest corner of this 4.51-acre tract;

THENCE North $1^{\circ} 52' 09''$ East at 416.5 feet pass the north boundary line of said Lot 1 in Block A of the Oakridge Church of Christ Addition and continuing along for a total distance of 716.54 feet, to a 3/8-inch rebar set at the northwest corner of said 9.67-acre tract and for the northwest corner of this 4.51-acre tract;

THENCE South $89^{\circ} 58' 28''$ East for a distance of 248.88 feet along the north boundary line of said 9.67-acre tract, to a 3/8-inch rebar set for the northeast corner of this tract;

THENCE South $2^{\circ} 05' 29''$ East for a distance of 719.93 feet to a 3/8-inch rebar bound on the north line of right-of-way for F.M. Highway 707 (a.k.a. Beltway South) and the south boundary line of said 9.67-acre tract and for the southeast corner of this 4.51-acre tract;

THENCE North $89^{\circ} 20' 52''$ West for a distance of 298.54 feet along the north line of right-of-way of said highway and the south boundary line of said 9.67-acre tract, to the **PLACE OF BEGINNING**.

location: 3250 Beltway South



-END-

ZONING CASE Z-2021-30

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: November 2, 2021

City Council 1st Reading: November 18, 2021

City Council 2nd Reading: December 2, 2021

Applicant

Owner: Hit Ventures LLC

Agent: Harley Burnett

Request

Rezone from Agricultural Open Space (AO) to a Neighborhood Retail (NR) District.

Location

3250 Beltway South, on 4.51 acres bordering the north side of Beltway South and situated approximately midway between Hardwick Road (0.3 mile to east) and Old Forrest Road (0.36 mile to west).

Background

This property was annexed to the City limits of Abilene during 1980 and has been embraced within an Agricultural Open Space (AO) zoning district ever since. That particular 1980 annexation extended Abilene's City limits from Antilley Road, south for a distance of 1½ miles to a line located 500 feet south from and parallel to Beltway South (a.k.a. FM Highway 707).

The subject property was long owned by a church congregation that completed the existing building there in 1982. Churches are allowed in every zoning district of Abilene, including AO Districts. This particular congregation has since moved elsewhere. The building and surrounding property (4.51 acres) are now vacant.

The new owner of this now-vacant building and property has a prospective tenant wanting to use that existing building as a day-care center. Day-care centers (not home-based) are prohibited from AO Districts, nor are such day-care centers allowed in any single-family residential district of Abilene. The new owner of this subject property now seeks its rezoning to a Neighborhood Retail (NR) District. As its name implies, the NR zoning classification is intended to accommodate a limited range of retail trade and services needed to serve a neighborhood area. This includes day-care centers.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the immediate area are illustrated on the map included in this report. To the east is vacant property within agricultural open (AO) zoning, to the west and south are single-family homes within agricultural open (AO) zoning, and immediately north are single-family residential patio homes.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.

The Future Land Use and Development Plan Map displayed in Abilene's Comprehensive Plan (circa 2004) identifies the subject property and its surroundings to be an area earmarked for low-density residential use. Even within such areas, though, some localized retail districts should be created to efficiently serve nearby residential districts. Such land use arrangements help maximize convenience (for nearby residents) and minimize traffic congestion, because residents will not need to drive so far to obtain frequently-used goods and services.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

Neighborhood Retail zoning is intended to promote a limited range of retail services and activities aimed at serving neighborhood areas. The level of intensity and scale of development permitted within Neighborhood Retail zoning is intended to be compatible with nearby residential uses. In NR Districts, for example, the maximum building coverage by any one or more structure(s) on a lot cannot exceed 15,000 square feet. Nonresidential uses allowed in NR Districts may not operate before 6:00 AM, nor after 11:00 PM. Additionally, the subject property has frontage along an existing expressway (FM 707) and is near the intersection of a collector road that serves a nearby neighborhood. Traditional planning considers locations such as this to be desirable for commercial activity as it optimizes public access and exposure necessary for success; while providing convenient access to activities that may serve nearby neighborhoods.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

This subject property has direct frontage on a major thoroughfare (Beltway South) which is sufficiently now improved for relatively high speeds of traffic. However, Beltway South is not yet fully improved to its ultimate planned width.

This subject property has direct access to 6-inch-wide water main extended across the property's entire 300 feet of frontage on Beltway South. A fire hydrant is now placed near the existing driveway approach to this property.

The subject property at 3250 Beltway South presently has **no** direct access to a sewer. A 6-inch-wide sewer main in Beltway South's right-of-way stops approximately 390 feet short (to the east) of this subject property. Wastewater from the existing church building is now disposed through an on-site (septic) sewage facility.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of City staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff Recommends Approval

Notification

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on October 22 of 2021, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

Owner	Parcel ID	Situs	Response
BAKER PEGGY JOYCE	27598	3310 BELTWAY S	
CHURCH OF CHRIST AT	28186		
CHURCH OF CHRIST AT	26786	3250 BELTWAY S	IN FAVOR
COTTNER DANIEL A & GRETTEL M	18891	3281 BELTWAY S	
HOLLIFIELD JOANN	19005	3273 BELTWAY S	OPPOSED
KOYOE SOCIETY	27854	3242 BELTWAY S	
LOWRY STEPHEN R & TONJA J	28183		
MASGA OSCAR B & DIANA LYNN T	109419	7826 TUSCANY DR	
NELSON RONALD F	109912		
ROCKING HORSE ANIMAL HEALTH PLLC	19129	3257 BELTWAY S	
SHOWCASE CONSTRUCTION LLC	1064029	7818 FLORENCE DR	
SHOWCASE CONSTRUCTION LLC	1064028	7817 VINEYARD DR	
SHOWCASE CONSTRUCTION LLC	974747	7950 VINEYARD DR	

Attachments

Application

PowerPoint Presentation

LOCATION MAP





Development Application

Planning

- ☐ Conditional Use
 ☐ Easement Release
 ☒ Rezoning
 ☐ Other
- ☐ PDD
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
 ☐ PDD Amendment
- Other: _____

Project Name: _____

Address: 3250 Beltway S. No. of lots: 1 Acreage: 3.309

Legal Description: A1371 W J REDDELL TRACT PRT LT 1 BLK A OAKRIDGE CHURCH ADDN, ACRES 3.309

Subdivision Name: OAKRIDGE CHURCH ADDN Block: A Lot: 1

Current Zoning: AO Proposed Zoning (if applicable): NR

OWNER AND AUTHORIZATION

Owner Name: Church of Christ at Remington Ridge

Address: 1314 County Road 650

City, State, Zip: Tuscola, TX 79562 Fax: _____

Phone: (325) 669-5198 Email: macjdm1@aol.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Hit Ventures, LLC will act as my agent before the Planning and Zoning Commission.

Agent Name: Hit Ventures, LLC

Address: P.O. Box 6006

City, State, Zip: Abilene TX 79608 Fax: N/A

Phone: 325-829-5140 Email: harleyburnett@gmail.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern related to this application.

Signature Owner: _____ Date: 9-14-21

9/7/2021 9:51:29 PM GMT

FOR OFFICE USE ONLY

Received: 9-8-2021 Fee: \$ #1500 Receipt No.: 0001064290

Case No.: Z-2021-30 Reviewed By: _____



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

A prospective tenant is wanting to open a daycare facility at the address on application. The land is currently zoned agricultural use which it definitely is not.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

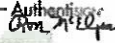
PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: 
9/7/2021 9:51:33 PM GMT

DATE: 9-14-21

FIELD NOTES
4.51 ACRES

BEING 4.51 acres out of the W.J. Reddell Pre-Emption Survey, Taylor County, Texas, said 4.51 acres being part of Lot 1, Block A, Oakridge Church of Christ Addition to the City of Abilene, Taylor County, Texas, as shown by Plat recorded in Cabinet 1, Slide 166, Plat Records, Taylor County, Texas and all being part of a 9.67 acre tract recorded in Volume 1822, Page 350, Official Public Records, Taylor County, Texas, said 4.51 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar found on the NBL of F.M. Highway 707 South (AKA Beltway South) at the southwest corner of said 9.67 acre tract for the southwest corner of this tract;

THENCE N1°52'09"E at 416.5 feet pass the NBL of said Lot 1, Block A, Oakridge Church of Christ Addition and continue along for a total distance of 716.54 feet to a 3/8" rebar set at the northwest corner of said 9.67 acre tract for the northwest corner of this tract;

THENCE S89°58'28"E 248.88 feet along the NBL of said 9.67 acre tract to a 3/8" rebar set for the northeast corner of this tract;

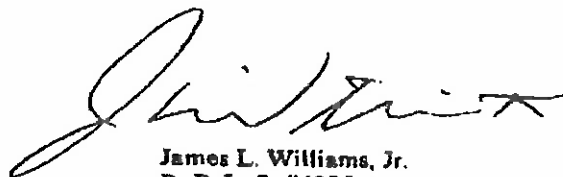
THENCE S2°05'29"E 719.93 feet to a 3/8" rebar found on the NBL of said F.M. Highway 707 South (AKA Beltway South) and the SBL of said 9.67 acre tract for the southeast corner of this tract;

THENCE N89°20'52"W 298.54 feet along the NBL of said highway and the SBL of said 9.67 acre tract to the place of beginning and containing 4.51 acres of land.

Surveyed on the ground March 3, 2018.

SEE ATTACHED PLAT

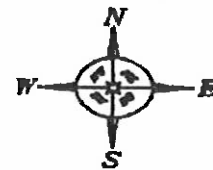
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File # 359-48-18-4.51ac
Firm Registration No. 10194134


James L. Williams, Jr.
R. P. L. S. #4885

NOTE: If this plat does not bear the signature and impression seal of James L. Williams, Jr. (Jim Williams) it is not a valid survey plat and shall not be relied upon for any purpose or filed as a public record.

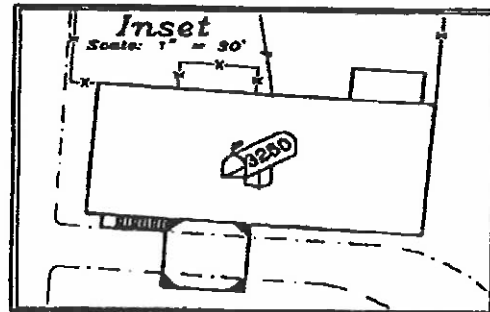
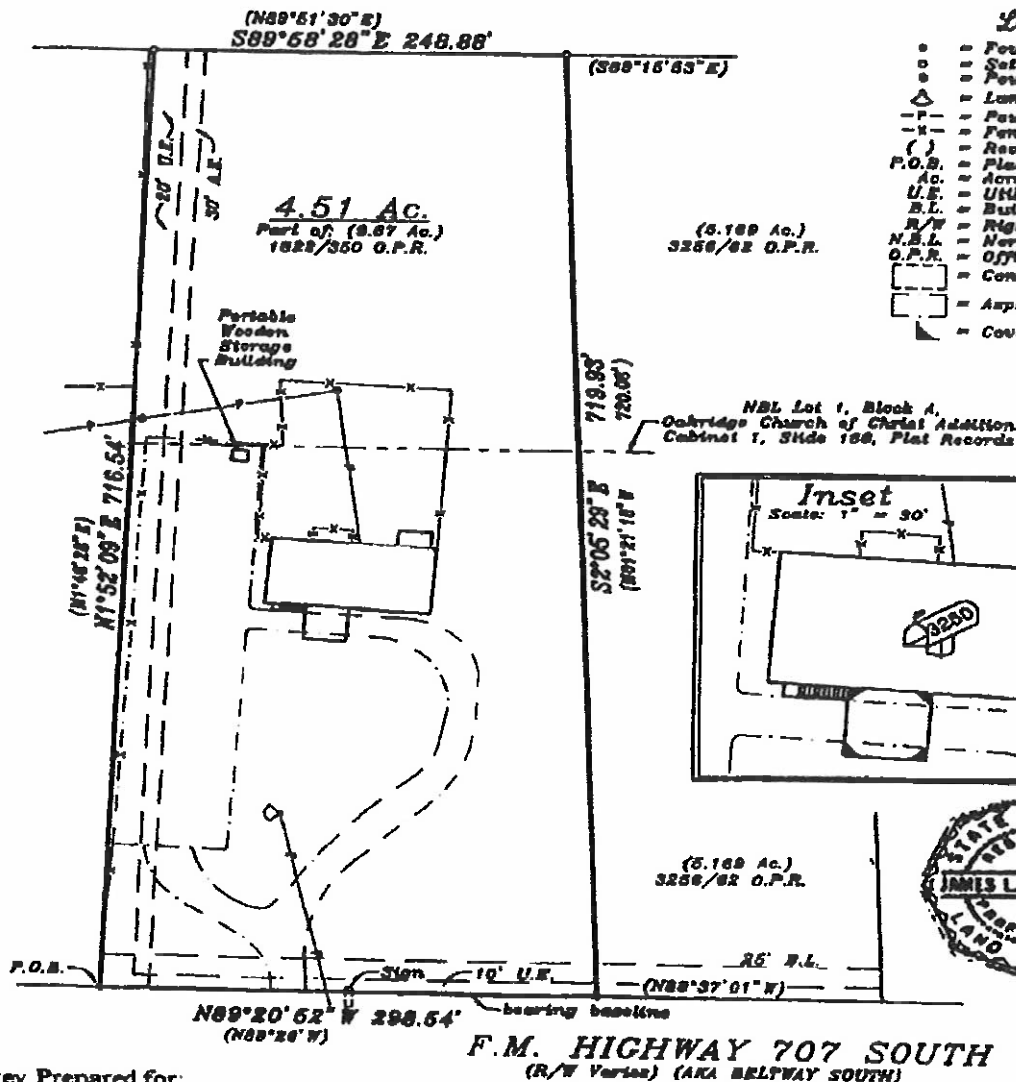
NOTE: Bearings shown hereon were determined by G.P.S. observations using TOPCON GR-3 receivers.

0 100 200
SCALE IN FEET
Scale: 1" = 100'



Legend

- = Found 3/8" rebar
- = Set 3/8" rebar
- △ = Power Pole
- △ = Lamp Post
- P- = Power Line
- H- = Fence
- () = Recorded Call
- P.O.B. = Place of Beginning
- Ac. = Acres
- U.E. = Utility Easement
- B.L. = Building Setback Line
- R/W = Right of Way
- N.B.L. = North Boundary Line
- O.P.R. = Official Public Records
- [] = Concrete
- [] = Asphalt
- [] = Covered Area



Survey Prepared for:
Church of Christ at Remington Ridge
3250 S. F.M. Highway 707
Abilene, Texas 79606

I hereby certify the above to be a correct plat showing the location of the improvements situated upon 4.51 acres out of the W.J. Reddell Pre-Emption Survey, Taylor County, Texas, said 4.51 acres being part of Lot 1, Block A, Oakridge Church of Christ Addition to the City of Abilene, Taylor County, Texas, as shown by Plat recorded in Cabinet 1, Slide 166, Plat Records, Taylor County, Texas and all being part of a 9.67 acre tract recorded in Volume 1822, Page 350, Official Public Records, Taylor County, Texas, said 4.51 acres being more particularly described by attached field notes.

SEE ATTACHED FIELD NOTES.

Surveyed on the ground March 3, 2018.

There are no visible or apparent protrusions or overlapping of improvements upon or off this property other than shown. (Fences are not entirely upon property lines.)

GEOTEX PROPERTY SOLUTIONS
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79606
325-677-6712
Firm Registration No. 10194134

File No: 388-48-18 Copy 2 of 6
File Name: 3250 S FM Highway 707
Location: D:\ABILENE\2018\3250 S FM 707
Geotex Property Solutions Drawn by: RL
© 2018 All Rights Reserved

James L. Williams, Jr.
RPLS #4885



CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

CHURCH OF CHRIST AT
REMINGTON RIDGE
1314 COUNTY ROAD 650
TUSCOLA, TX 79562-3634

NOTICE OF PUBLIC HEARING

RE: ZONE CHANGE REQUEST NUMBER Z-2021-30

10/22/2021

The Planning and Zoning Commission will hold a public hearing on **November 2, 2021 at 1:30 PM**, in **Council Chambers on the second floor** of City Hall, North 5th and Walnut Streets, to recommend approval or denial to City Council on a request HIT Ventures LLC, to change zoning from Agricultural Open Space (AO) to a Neighborhood Retail (NR) District on approximately 4½ acres of land at 3250 Beltway South in far south Abilene. Legal description being 4.51 acres, the major portion of which lies in Lot 1, Block A of the Oakridge Church of Christ Addition to Abilene, with the remainder in W.J. Redell Survey of Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments about this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for zone change request. 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 public hearing on **December 2, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Brad Stone at telephone 325-676-6382 or by email address planning@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

SE #: Z-2021-30

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CHURCH OF CHRIST AT

Parcel I.D.: 26786

Address: 3250 BELTWAY S

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: Don McElroy

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-30

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: HOLLIFIELD JOANN

Parcel I.D.: 19005

Address: 3273 BELTWAY S

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:

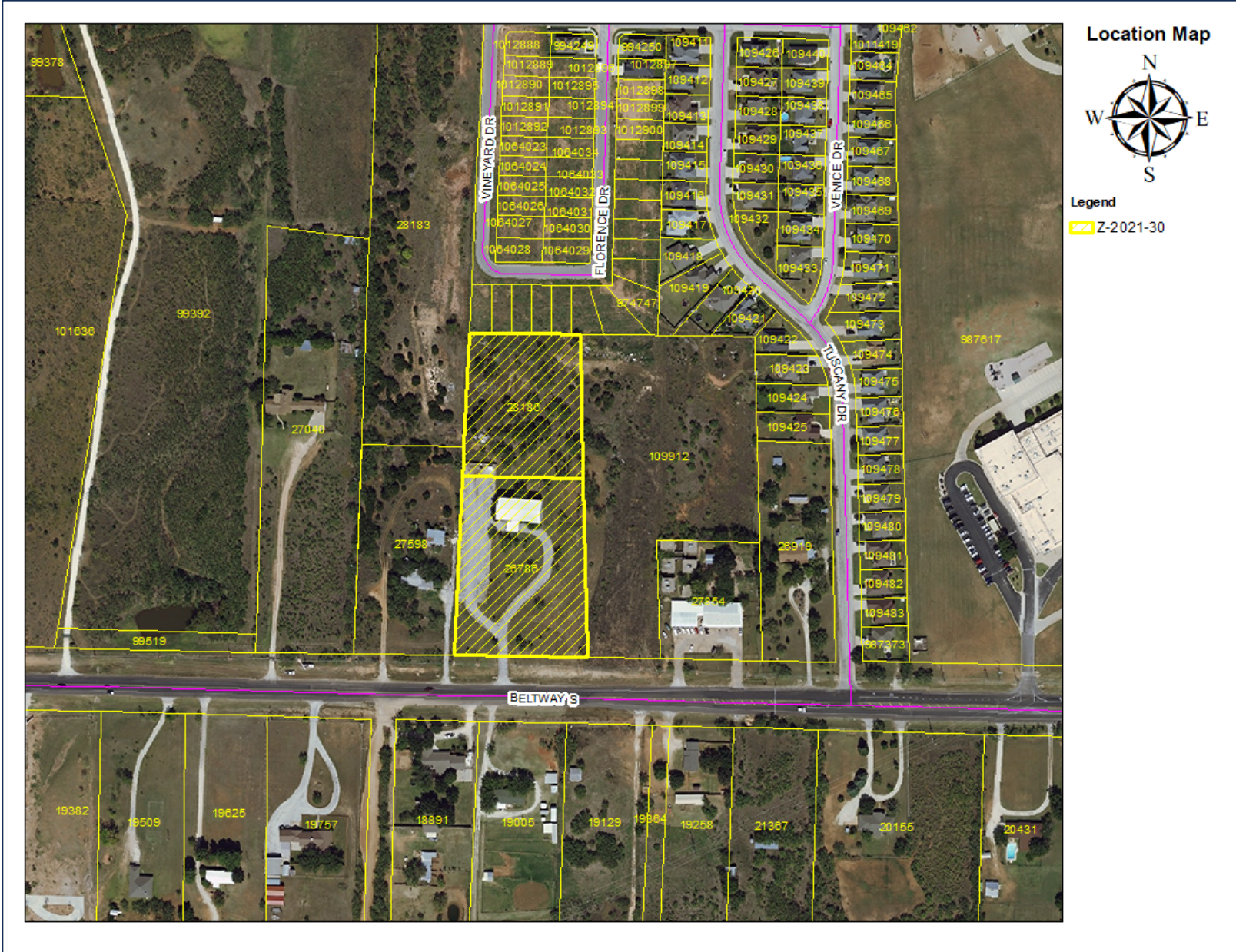


OCT 27 AM 11:00

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

Case:	Z-2021-30
Owner:	Hit Ventures LLC
Agent:	Harley Burnett
Request:	Rezone from Agricultural Open Space (AO) to a Neighborhood Retail (NR) District.
Location:	3250 Beltway South
Notification:	1 in Favor, 1 Opposed
Planning & Zoning:	Approval, November 2, 2021





Permitted Uses in AO Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in NR Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling - Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sales
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- C Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- C Cultural Facilities
- P Recreation – Outdoors (passive)
- C Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based**
- P School: Public/Private

SERVICE

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- C Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Brew Pub
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Z-2021-30 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **12. Ordinance (First Reading) Z-2021-31: Receive a Report, Hold a Discussion and Take Action on a Request from Jeffrey C. Snead to Change Zoning from Agricultural Open Space (AO) to a General Commercial (GC) District on Approximately 36 Acres of Land at 3658 East Highway 80 in East Abilene. (Tim Littlejohn)**

GENERAL INFORMATION

Rezone from Agricultural Open Space (AO) to a General Commercial (GC) District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-31 draft ordinance
2. Z-2021-31 Council staff report
3. Z-2021-31 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 18th day of November, 2021.

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 16th day of October, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 2nd day of December, 2021, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 2nd day of December, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from an Agricultural Open (AO) District to a General Commercial (GC) District:

BEING 35.89 acres out of Section 45 in Blind Asylum Lands, Taylor County, Texas, said 35.89 acres being all of that same property described as 35.65 acres, more or less, on Page 53 in Volume 756 of Deed Records for Taylor County, Texas, and being more particularly described by metes-and-bounds as follows:

BEGINNING at an aluminum monument found on the south side of Newman Road (no dedication found) and at the northwest corner of Lot 1 in Block A of the Southeastern Freight Lines Addition, as shown by plat recorded on Slide 707 in Cabinet 3 of Plat Records for Taylor County, Texas, for the northeast corner of this 35.89-acre tract;

THENCE South 0° 41' 31" West for a distance of 743.97 feet along the west boundary line of said Lot 1 in Block A of the Southeastern Freight Lines Addition, to a ½-inch rebar found at the northeast corner of a 1.705-acre tract recorded as Tract 3 in Instrument No. 2009-16484, Official Public Records of Real Property in Taylor County, Texas, for the most easterly southeast corner of this 35.89-acre tract;

THENCE North 79° 00' 28" West for a distance of 1084.61 feet, to a ½-inch pipe found at the northwest corner of Lot 1 in Block A of the Mercury Addition, as shown by plat recorded on Slide 605 in Cabinet 1 of Plat Records for Taylor County, Texas, for an interior corner of this 35.89-acre tract;

THENCE South 0° 41' 55" West for a distance of 181.0 feet along the west boundary line of said Lot 1 in Block A of the Mercury Addition, to a point at the northeast corner of a 1.28-acre tract recorded in Instrument No. 2020-19328, Official Public Records of Real Property in Taylor County, Texas, for an interior corner of this tract and from whence an existing 4-inch pipe fence corner post bears North 12° West 0.9 feet;

THENCE North 89° 18' 05" West for a distance of 163.59 feet, to a point at the northwest corner of said 1.28-acre tract, for an interior corner of this tract and from whence an existing 4-inch pipe fence corner post bears South 83° East 0.2 feet;

THENCE South 0° 41' 55" West for a distance of 325.28 feet, to a ½-inch pipe found on the north line of right-of-way for East Highway 80 (a 170-foot-wide right-of-way) and at the southwest corner of said 1.28-acre tract, for the most southerly southeast corner of this tract;

THENCE North 77° 42' 33" West for a distance of 781.41 feet along the north line of said right-of-way for East Highway 80, to a ½-inch rebar bound for the southwest corner of this tract;

THENCE North 0° 58' 19" East for a distance of 906.09 feet, to a ½-inch rebar found on the south side of Newman Road (no dedication found) for the northwest corner of this tract;

THENCE South 89° 06' 35" East for a distance of 1991.82 feet along the south side of Newman Road, to the PLACE OF BEGINNING and containing 35.89 acres of land.

location: 3658 East Highway 80

ORDINANCE NO. _____

EXHIBIT A (CONTINUED)



-END-

ZONING CASE Z-2021-31

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: November 2, 2021

City Council 1st Reading: November 18, 2021

City Council 2nd Reading: December 2, 2021

Applicant

Owner: Jeffrey C. Snead

Request

Rezone from Agricultural Open Space (AO) to a General Commercial (GC) District.

Location

3658 East Highway 80, approximately 0.85 mile west from its intersection with Interstate Highway 20 and 1.25 mile east from Loop 322.

Background

This property was annexed to the City limits of Abilene during 1964 and has been embraced within an AO (previously RA) zoning district ever since.

During this same period of time since 1964, other nearby properties along the same segment of East Highway 80 have been rezoned to Light Industrial (LI) or Heavy Industrial (HI) Districts.

Zoning, Existing and Proposed Land Use

The subject property encompasses almost 36 acres of mostly vacant land occupied only by a single-family residence and a barn-like structure covering approximately 4000 square feet.

Besides having almost 800 feet of frontage on East Highway 80, this subject property also extends all the way north to Newman Road, on which it has 2000 feet of additional frontage.

The subject property's new owner desires to develop as-yet undetermined portions of this acreage for:

- self-service storage (outdoors or under roof) of boats and other recreational vehicles; and
- a recreational vehicle park.

The only one of Abilene's conventional zoning classifications that can accommodate both these uses is General Commercial (GC) zoning.

As its name implies, General Commercial (GC) zoning is intended to accommodate a wide variety of business activity, but not industrial use. GC zoning is aimed primarily to permit development of certain businesses not appropriate in other commercial areas with retail (NR and GR) zoning or in the Central Business (CB) District. Such other business activity can include automotive sales and repair, as well as self-service storage and recreational vehicle parks.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.

The Future and Use and Development Plan Map displayed in Abilene's Comprehensive Plan (circa 2004) identifies the subject property and its surroundings to be in an area earmarked for business/industrial use. This particular proposed zone change (to a GC District) is generally consistent with that land use policy.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

As mentioned earlier above, much of the land surrounding this subject property (at 3658 East Highway 80) has long been embraced within Light Industrial and Heavy Industrial zoning districts. Uses routinely allowed in General Commercial zoning are not fundamentally incompatible with uses allowed in Light Industrial and Heavy Industrial zoning districts. General Commercial zoning no longer allows development of permanent residences in single-family, two-family or multi-family living arrangements.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

This subject property has direct frontage on a major thoroughfare (East Highway 80) which is sufficiently now improved for relatively high speeds of traffic. However, East Highway 80 is not yet fully improved to its ultimate planned width.

Also, as mentioned earlier, this subject property has substantial (2000 feet) of frontage on Newman Road. This roadway is paved, but only to a width of approximately 20 feet, which is typical of that found in rural areas. However, at least 900 feet of depth separate the subject property's frontage on East Highway 80 from its frontage on Newman Road. This leaves plenty of room for future commercial development adjacent to East Highway 80, before having to address the need to expand and improve pavement on Newman Road.

An 8-inch-wide sewer main and a 10-inch-wide water main are located within right-of-way for East Highway 80 adjoining the south boundary of this subject property. This includes an existing fire hydrant in the approximate center of this property's frontage on East Highway 80.

No water or sewer mains are located in right-of-way for Newman Road bordering the north boundary of this subject property.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of City staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

City staff recommends **approving** this requested zone change to a General Commercial District.

Notification

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on October 22 of 2021, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

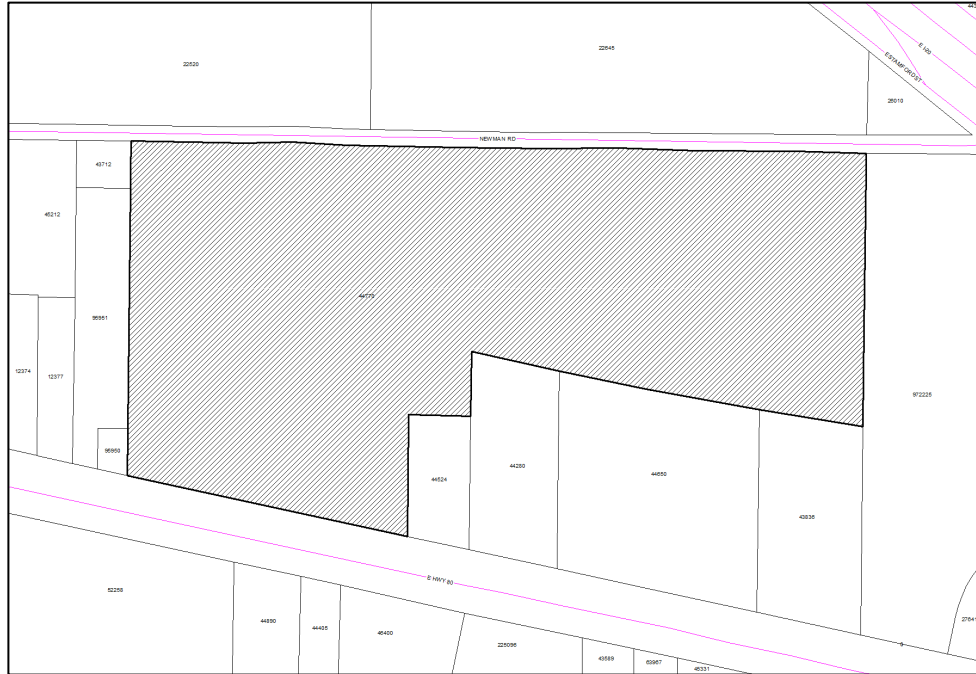
Owner	Parcel ID	Situs	Response
ADAMS TERRY J	12377	3558 E HWY 80	
CABINETTECH INC	52258	3400 E HWY 80	IN FAVOR
CINNABAR REALTY LLC	44280		
DARNELL JACK	44890	3649 E HWY 80	
GOODMAN TERRY	43836		IN FAVOR
GOODMAN TERRY	44650		
GREGG TED E	22520		
LAWRENCE MICKEY R	44405	3651 E HWY 80	
MC GUIRE TOM	95950		
MC GUIRE TOM	95951	3923 NEWMAN RD	
MC GUIRE TOM	43712	3925 NEWMAN RD	
MC KENNA MARK & KAREN	22645	3999 E STAMFORD ST	
MC KENNA MARK & KAREN	26010	4130 NEWMAN RD	
MC MILLIN GEORGE A ET AL	44770	3965 NEWMAN RD	
RICHARDS TIMOTHY A & PATTY R	45212	3901 NEWMAN RD	
SOUTHEASTERN FREIGHT LINES INC	972225	4149 E STAMFORD ST	
ST CLAIR JAMES	44524		
THOMAS ROBERT & MARGARET	46400	3749 E HWY 80	

Attachments

Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP





Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☒ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
Other: _____

Project Name: RV and Boat Storage
Address: 3688 E Hwy 80 No. of lots: _____ Acreage: 36 acres
Legal Description: attached
Subdivision Name: _____ Block: _____ Lot: _____
Current Zoning: A0 Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: Jeffrey C Sneed
Address: 902 Hillmont Ranch Rd
City, State, Zip: Abledo TX 76008 Fax: _____
Phone: 817-714-7409 Email: charlie.sneed@yahoo.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____
Address: _____
City, State, Zip: _____ Fax: _____
Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: _____ Date: 10-5-21

FOR OFFICE USE ONLY

Received: 10-05-2021 Fee: \$ 1500 Receipt No.: 0001064291
Case No.: Z-2021-31 Reviewed By: _____

Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Rezonning the described property would allow for the flexibility to meet the landowners needs and plans for a

- RV/boat Storage
- Mini Self Storage
- RV Park

Dune is fully aware some of these land use would might require a conditional use permit

Elting 80 is a major thoroughfare for the city of Abilene.

The owner hopes this is a move to show a more attractive side of Abilene to visitors from the east. We hope this starts a movement to a more attractive entrance to the city with landscaping/shrubbery and fencing that welcomes people to the city.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

A handwritten signature in black ink, appearing to be "CSA", written over a horizontal line.

DATE: _____

10-5-21

FIELD NOTES
35.89 ACRES

BEING 35.89 acres out of Section 45, Blind Asylum Lands, Taylor County, Texas, said 35.89 acres being all of that same property described as 35.65 acres, more or less, in Volume 756, Page 53, Deed Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at an aluminum monument found on the south side of Newman Road (no dedication found) at the northwest corner of Lot 1, Block A, Southeastern Freight Lines Addition, as shown by plat recorded in Cabinet 3, Slide 707, Plat Records, Taylor County, Texas for the northeast corner of this tract;

THENCE S0°41'31"W 743.97 feet along the WBL of said Lot 1, Block A, Southeastern Freight Lines Addition to a 1/2" rebar found at the northeast corner of a 1.705 acre tract recorded as Tract 3 in Instrument No. 2009-16484, Official Public Records, Taylor County, Texas for the most easterly southeast corner of this tract;

THENCE N79°00'28"W 1084.61 feet to a 1/2" pipe found at the northwest corner of Lot 1, Block A, Mercury Addition, as shown by plat recorded in Cabinet 1, Slide 605, Plat Records, Taylor County, Texas for an interior corner of this tract;

THENCE S0°41'55"W 181.0 feet along the WBL of said Lot 1, Block A, Mercury Addition to a point at the northeast corner of a 1.28 acre tract recorded in Instrument No. 2020-19328, Official Public Records, Taylor County, Texas for an interior corner of this tract, whence an existing 4" pipe fence corner post bears N12°W 0.9 feet;

THENCE N89°18'05"W 163.59 feet to a point at the northwest corner of said 1.28 acre tract for an interior corner of this tract, whence an existing 4" pipe fence corner post bears S83°E 0.2 feet;

THENCE S0°41'55"W 325.28 feet to a 1/2" pipe found on the NBL of East Highway 80 (170 foot right-of-way) at the southwest corner of said 1.28 acre tract for the most southerly southeast corner of this tract;

THENCE N77°42'33"W 781.41 feet along the NBL of East Highway 80 to a 1/2" rebar found for the southwest corner of this tract;

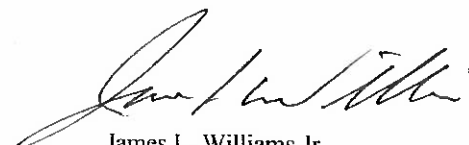
THENCE N0°58'19"E 906.09 feet to a 1/2" rebar found on the south side of Newman Road for the northwest corner of this tract;

THENCE S89°06'35"E 1991.82 feet along the south side of Newman Road to the place of beginning and containing 35.89 acres of land.

Surveyed on the ground July 8, 2021.

SEE ATTACHED PLAT

Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File # 71-45-21-35.89ac
Firm Registration No. 10194134


James L. Williams Jr.
R. P. L. S. #4885



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

CASE #: Z-2021-31

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

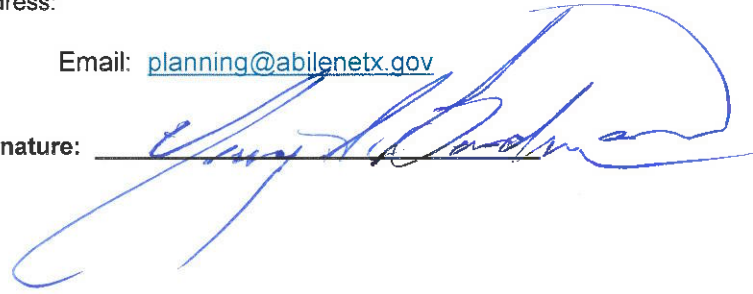
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Name: GOODMAN TERRY
Parcel I.D.: 43836
Address:

Email: planning@abilenetx.gov

I am in favor ☒ I am opposed ☐
Additional Comments:

Signature: _____



NOV 2 AM 9:03

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

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

CASE #: Z-2021-31

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CABINETTECH INC
Parcel I.D.: 52258
Address: 3400 E HWY 80

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

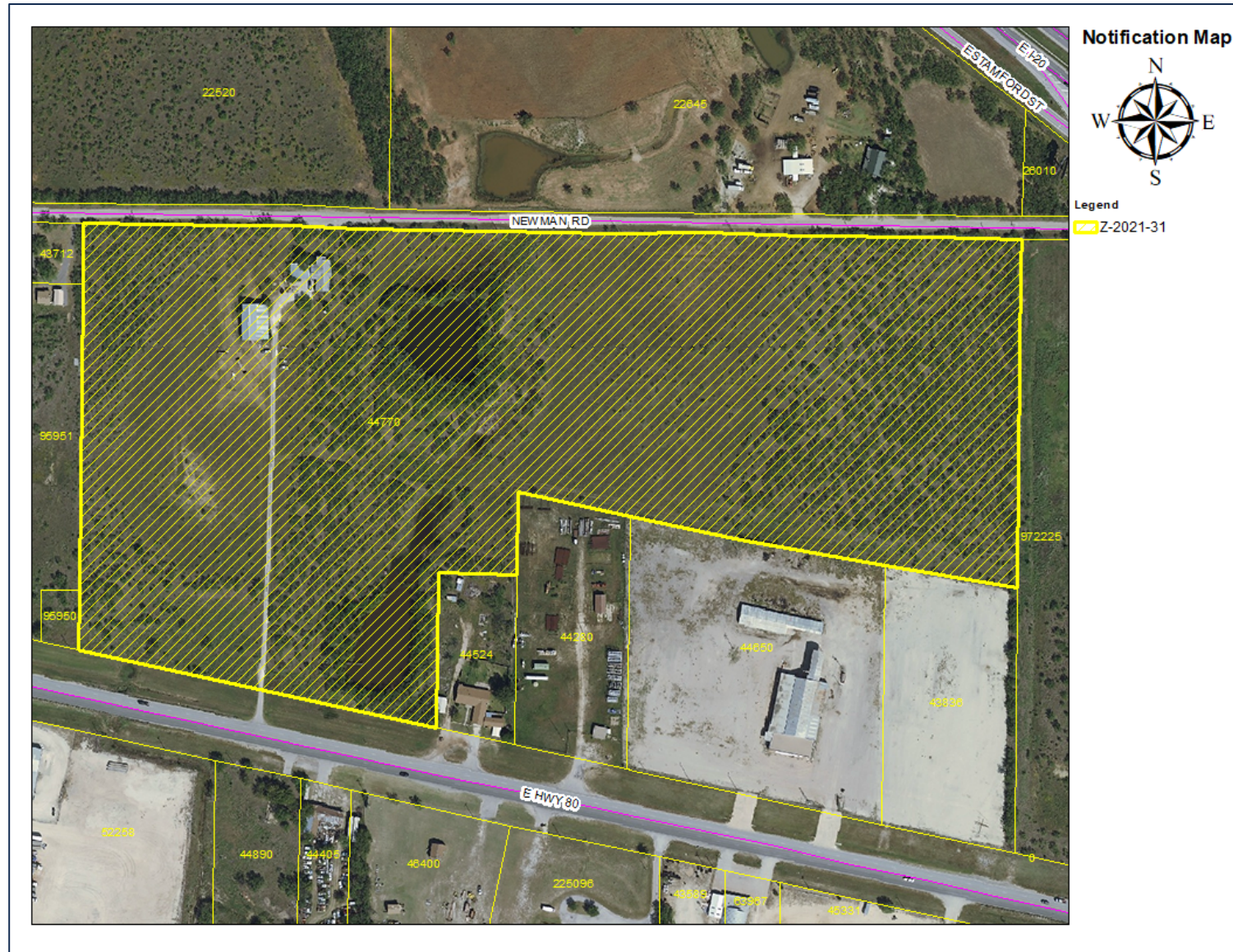
Signature: 

NOV 1 PM 1:30

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

Case:	Z-2021-31
Owner:	Jeffrey C. Snead
Request:	Rezone from Agricultural Open Space (AO) to a General Commercial (GC) District
Location:	3658 East Highway 80
Notification:	2 in Favor, 0 Opposed
Planning & Zoning:	Approval, November 2, 2021





Permitted Uses in AO Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

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
- P Urban Garden

LEGEND

- P
- C
- TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)

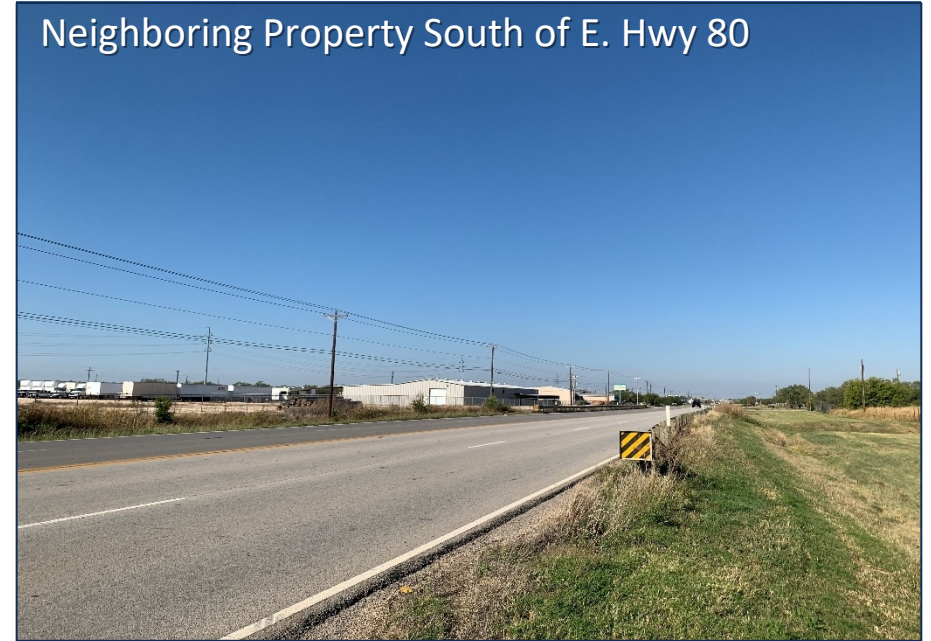
Permitted as a Conditional Use Permit, Requiring Approval by City Council

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Subject Property from E. Hwy 80



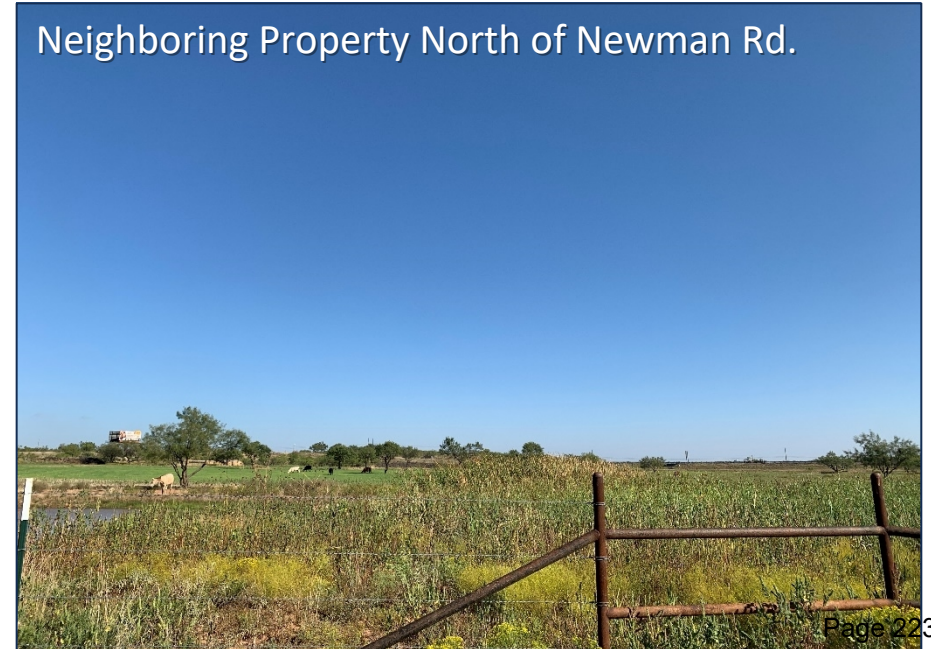
Neighboring Property South of E. Hwy 80



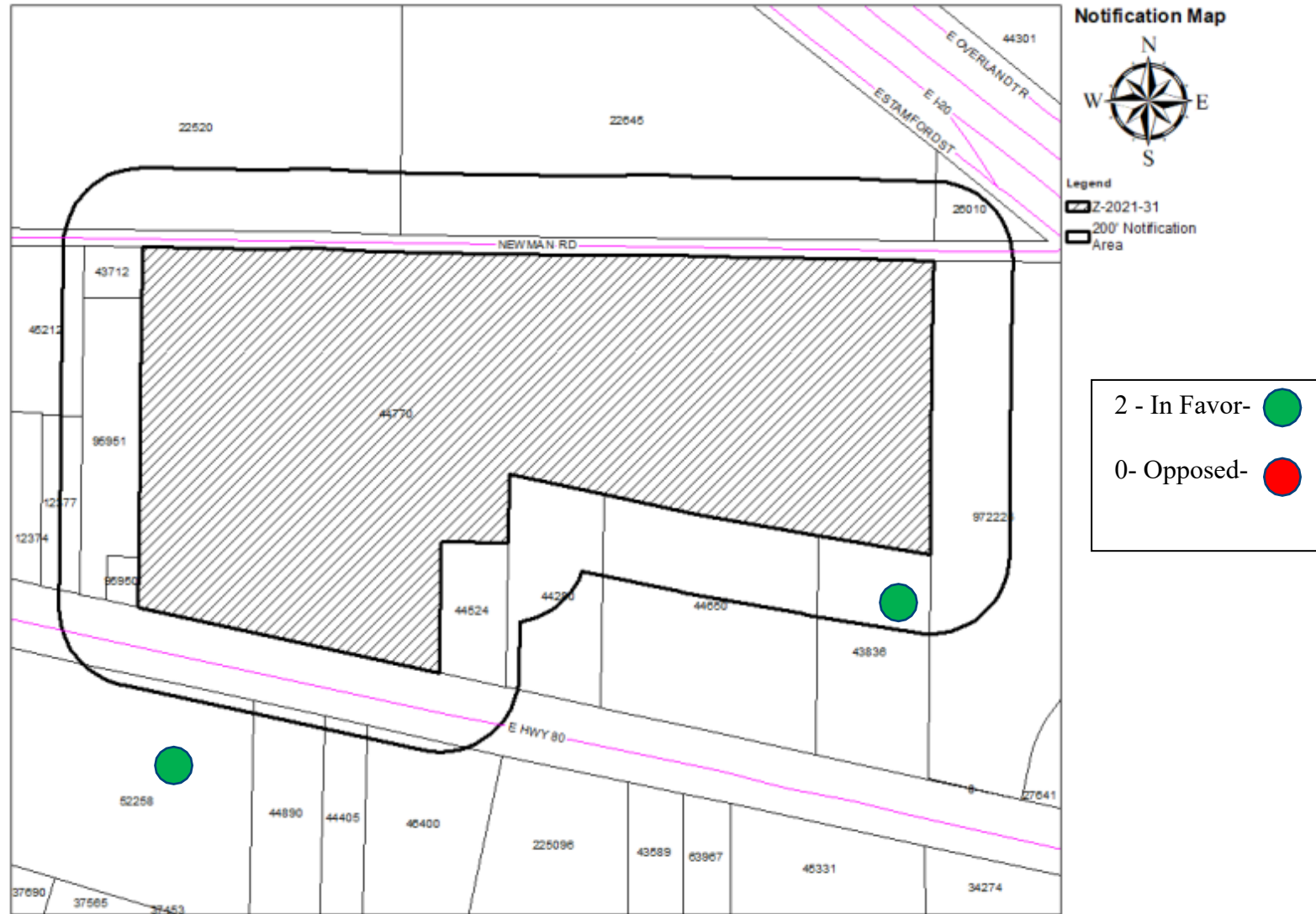
Subject Property from Newman Rd.



Neighboring Property North of Newman Rd.



Z-2021-31 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **13. Ordinance (First Reading) Z-2021-32: Receive a Report, Hold a Discussion and Take Action on a Request From Weatherbee Construction Inc. (Represented By Enprotec/Hibbs & Todd, Engineering Consultants) To Change Zoning From Agricultural Open Space (AO) To A Residential Medium-Density (MD) District On Approximately 14 Acres Of Land at 665 East South 27th Street In Southeast Abilene. (Tim Littlejohn)**

GENERAL INFORMATION

Rezone approximate 14.34 acres from Agricultural Open Space (AO) to Medium Density (MD).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-32 draft ordinance
2. Z-2021-32 Council Staff Report
3. Z-2021-32 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 18th day of November, 2021.

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 16th day of October, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 2nd day of December, 2021, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 2nd day of December, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from an Agricultural Open (AO) District to a Medium Density (MD) District.

BEING 14.34 acres of land and being out of the Northeast $\frac{1}{4}$ of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast $\frac{1}{4}$ being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 14.34 acre tract being more particularly described as follows:

BEGINNING at a set $\frac{1}{2}$ " rebar on the WBL of said Northeast $\frac{1}{4}$ of Section 62, from whence a $\frac{3}{8}$ " rebar found at the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 62 and the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas, bears $S0^{\circ}05'23''E$ 836.78 feet;

THENCE $N0^{\circ}05'23''W$ 730.53 feet to the SBL of South 27th Street;

THENCE $N89^{\circ}37'47''E$ 110.65 feet along the SBL of South 27th Street to the beginning of a curve to the left;

THENCE along said curve to the left with a radius of 1498.53 feet and a chord bearing and distance of $N74^{\circ}18'E$ 792.37 feet to a set $\frac{1}{2}$ " rebar at the most Northerly Northwest corner of an existing 84.29 acre tract;

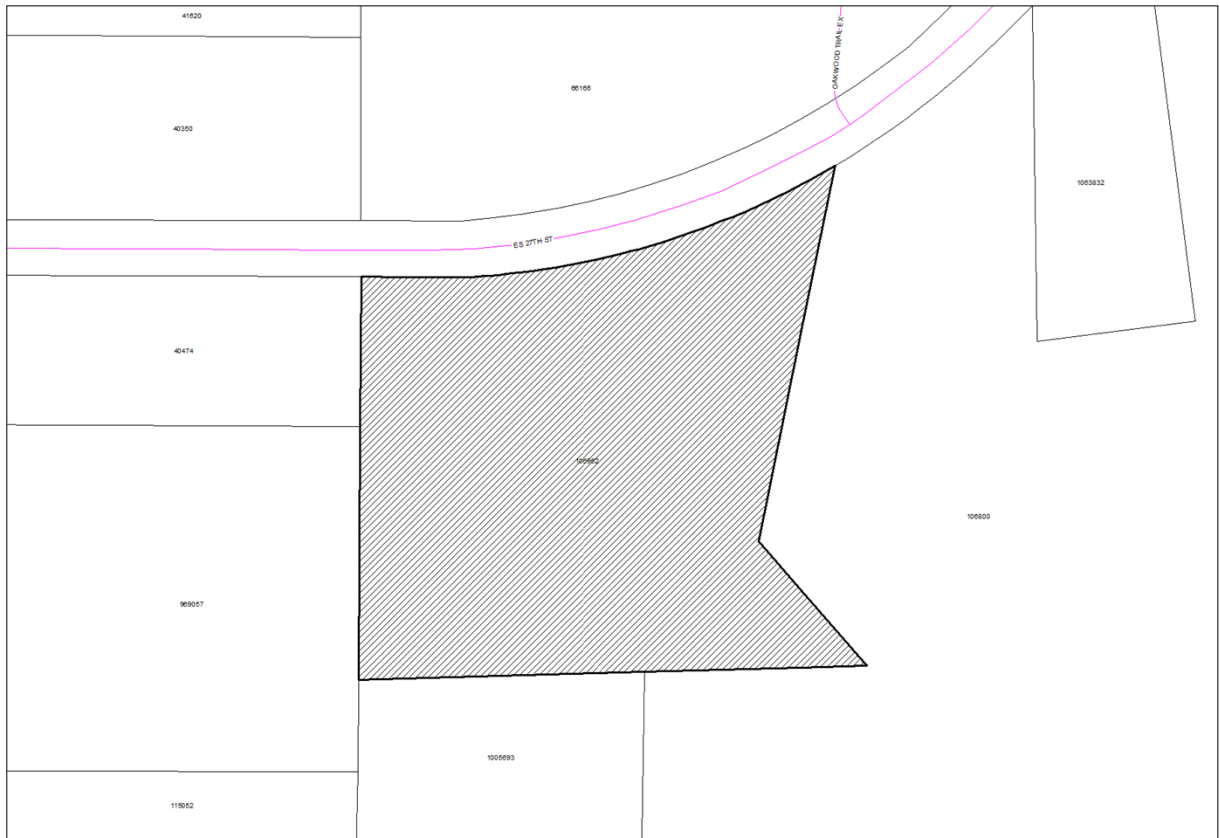
THENCE along the Westerly boundary line of said 84.29 acre tract to set $\frac{1}{2}$ " rebars as follows:

$S10^{\circ}59'00''W$ 699.0 feet

$S41^{\circ}31'05''E$ 300.67 feet and $S87^{\circ}54'18''W$ 939.06 feet to the place of beginning and containing 14.34 acres of land

Location: 665 East South 27th Street

ORDINANCE NO. _____



-END-

ZONING CASE Z-2021-32

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: November 2, 2021

City Council 1st Reading: November 18, 2021

City Council 2nd Reading: December 2, 2021

Applicant

Owner: Weatherbee Construction Inc.

Agent: Enprotec Hibbs & Todd (eHT)

Request

Rezone approximate 14.34 acres from Agricultural Open Space (AO) to Medium Density (MD).

Location

The subject property is approximately 14.34 acres of vacant land at 665 East South 27th Street. Legal description being 14.34 acres out of the northeast quarter of Blind Asylum Lands Section 62 in Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City of Abilene in 1963. These tracts of land have remained vacant since this time. The applicant is requesting to rezone these tracts of land in order to develop duplexes and single-family residences.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the immediate area are illustrated on the map included in this report. To the north and west of the subject property are vacant tracts of land zoned Agricultural Open Space (AO). To the south and east are properties in Planned Development District 104.

Criteria Assessment

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;

It is the opinion of staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan and Future Land Use and Development Plan Map. The Future Land Use and Development Plan Map identifies this area to have a mixture of single-family and multi-family land uses. The amendment to the zoning map to Medium Density (MD) will promote the Comprehensive Plan's objective of creating a mixture of housing types within developing neighborhoods.

- (2) **Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

It is the opinion of staff that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity. The proposed medium density portion of this zone change request will serve as an appropriate “buffer” or transitional zoning between the single-family and multi-family homes to the west and the agricultural areas to the east.

- (3) **Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

The future development of the subject properties will necessitate the extension of water and/or sewer utilities to service the future subdivision.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

It is the opinion of staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on October 22, 2021 (via certified mail) to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

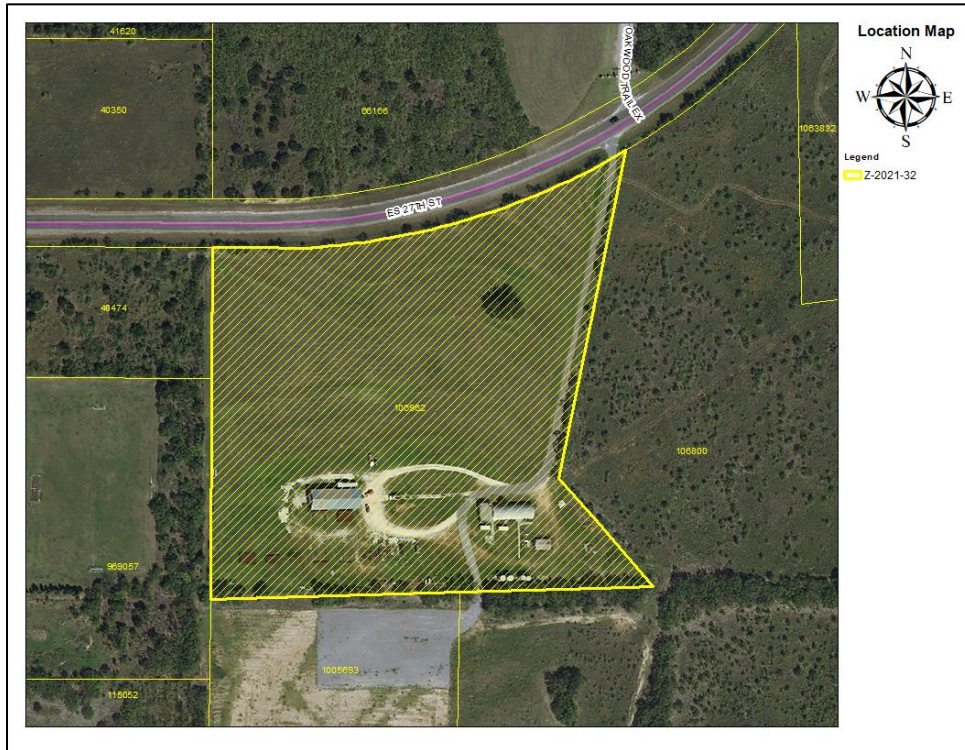
Owner	Parcel ID	Situs	Response
108 REAL ESTATE LLC	115052		
ABILENE NATIONAL SOCCER	969057	3025 MAPLE ST	
ABILENE STATE SCHOOL	66166	2400 MAPLE ST	
MC DANIEL JACK RUSSELL	40350		
NICHOLS KENNETH R	40474	225 ES 27TH ST	
TRINITY BAPTIST CHURCH	1005693		
WEATHERBEE CONSTRUCTION INC	106962	665 ES 27TH ST	
WEATHERBEE CONSTRUCTION INC	106800	3201 OLDHAM LN	

Attachments

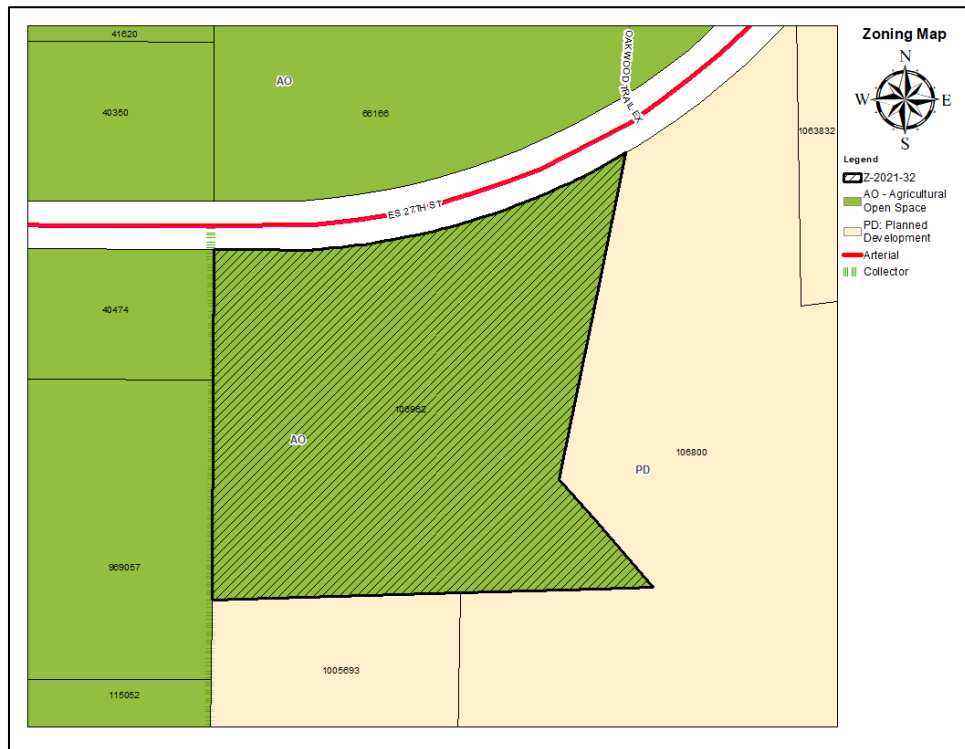
Application

PowerPoint Presentation

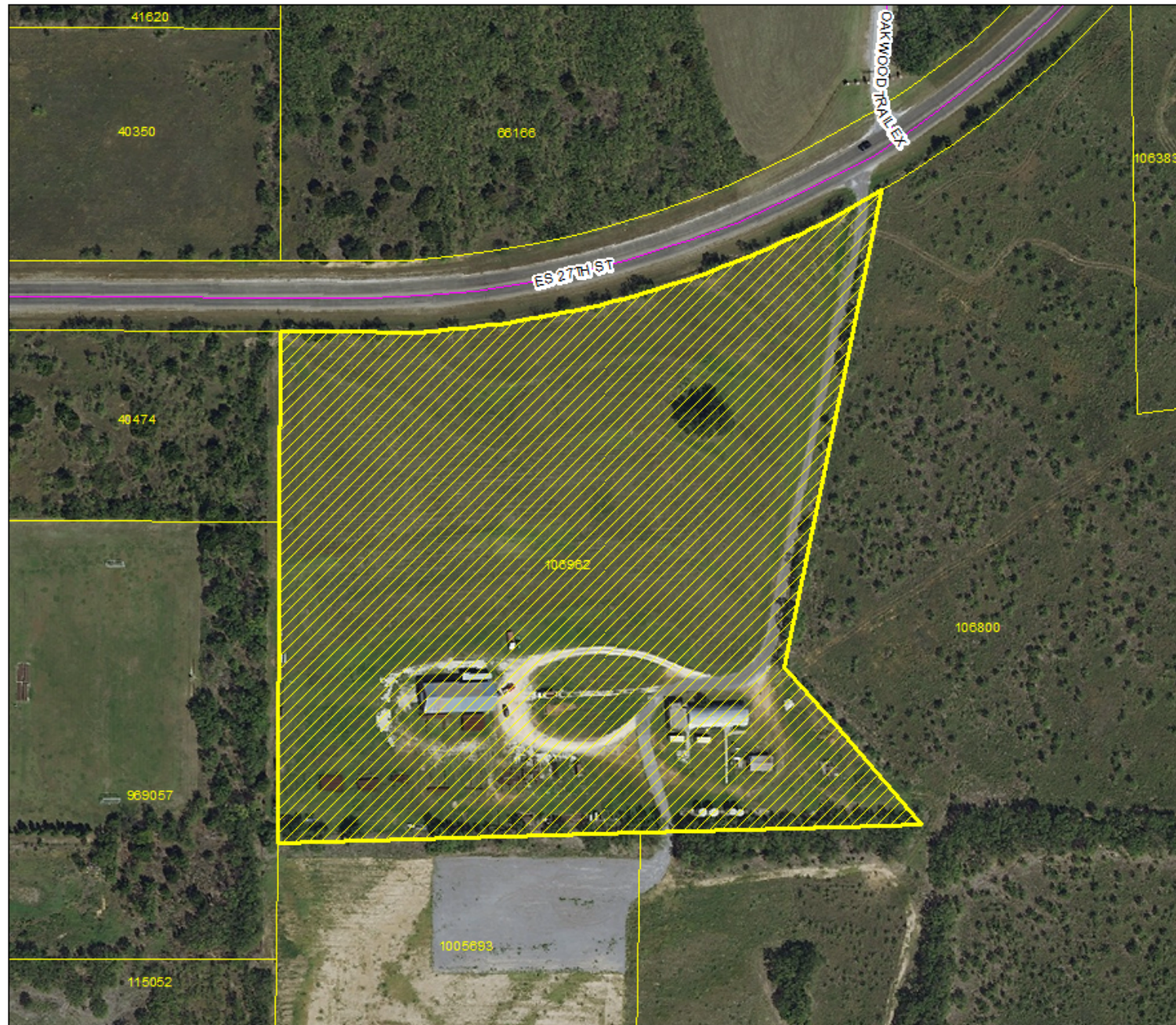
LOCATION MAP



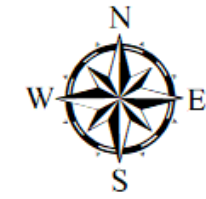
ZONING MAP



Case:	Z-2021-32
Owner:	Weatherbee Construction
Agent:	Enprotec Hibbs & Todd (eHT)
Request:	Rezone from Agricultural Open Space (AO) to Medium Density (MD)
Notification:	0 in Favor, 0 Opposed
Planning & Zoning :	Approval, November 2, 2021

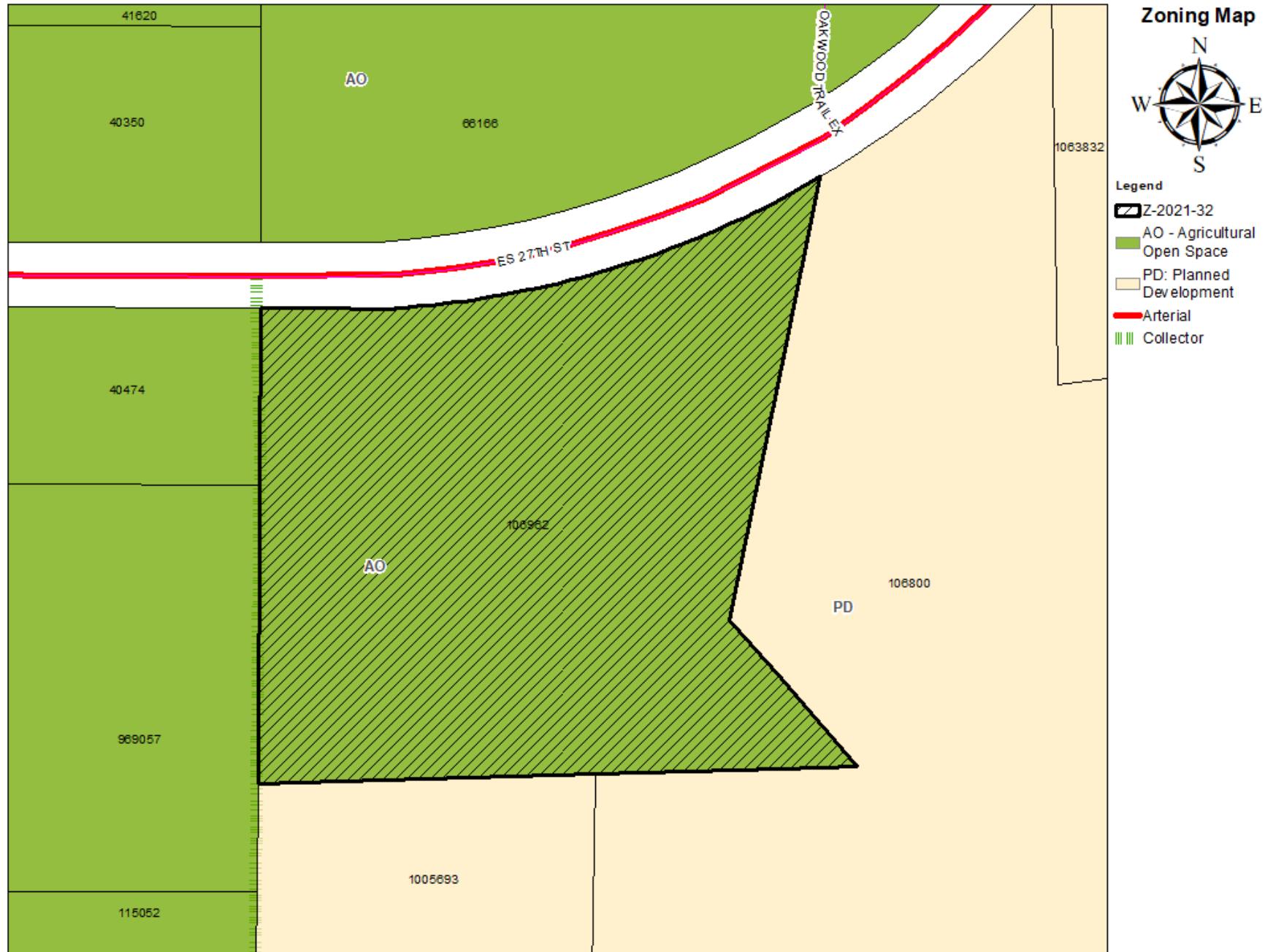


Location Map



Legend

 Z-2021-32



Permitted Uses in AO Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in MD Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

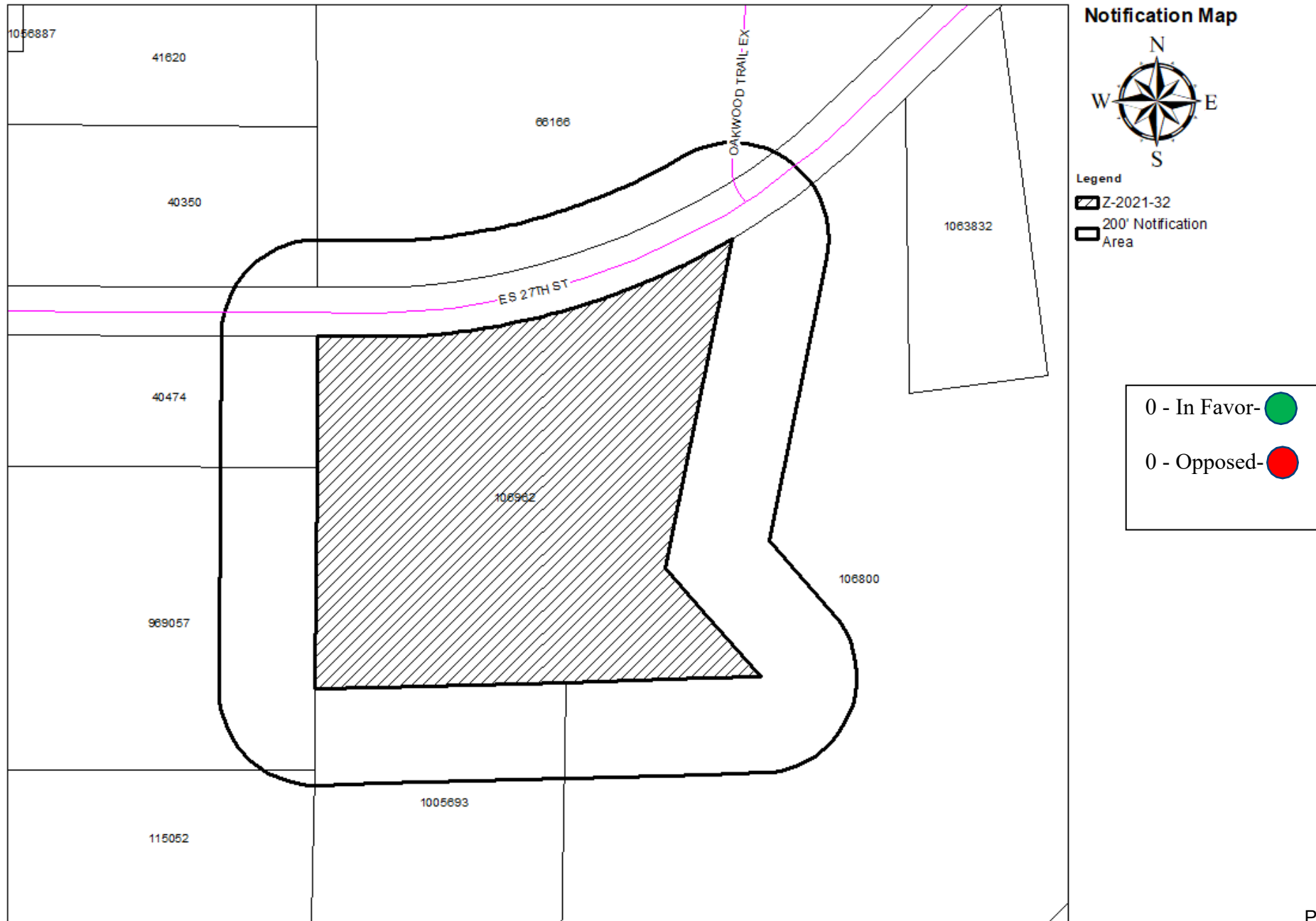
LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Z-2021-32 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **14. Ordinance (First Reading) Z-2021-33: Receive a Report, Hold a Discussion and Take Action on a Request From Sitzes Brothers LLC (Represented By Enprotec/Hibbs & Todd, Engineering Consultants) To Change Zoning From Residential Multi-Family (MF) To A Planned Development (PD) District Allowing Uses Commensurate With Residential Multi-Family (MF) Zoning As Well As Self-Service Storage, On Approximately 1¼ Acre Of Now-Vacant Land At 3750 Rolling Green Drive, In South Abilene. (Tim Littlejohn)**

GENERAL INFORMATION

The request is to rezone from Residential Multi-Family (MF) to a Planned Development (PD) District allowing uses commensurate with MF zoning as well as limited self-service storage.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-33 draft ordinance
2. Z-2021-33 Council staff report
3. Z-2021-33 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE, CONCERNING PD-174 A PLANNED DEVELOPMENT DISTRICT; 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 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: 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 18th day of November, 2021.

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 16th day of October, 2021, 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 2nd day of December, 2021, 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 2nd day of December, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 1

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 Land Development Code 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 the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries ask hereinafter set forth: from Residential Multi-Family (MF) to Planned Development (PD) District.

PART 5: Legal Description. The legal description of this PD District is as follows: 1.219 acres out of a 1.50-acre tract recorded on Page 805 in Volume 1085 of Deed Records of Taylor County, Texas out of Tract Number 2 of a subdivision of the J.E. Shepherd Survey Number 96 in the City of Abilene, Taylor County, Texas and being more particularly described by metes-and-bounds as follows:

BEGINNING at a found ½-inch iron rod on the north boundary line of right-of-way for Rolling Green Drive, from which the called-for southwest corner of said Tract Number 2 bears South 0° 42' 15" East 32.76 feet and South 89° 17' 45" West 1084.26 feet;

THENCE North 0° 42' 15" West for a distance of 142.24 feet to the northwest corner of said 1.50-acre tract;

THENCE North 89° 17' 45" East for a distance of 373.37 feet to the northeast corner of said 1.50-acre tract;

THENCE South 0° 42' 15" East for a distance of 142.24 feet to a ½-inch iron rod found on the

ORDINANCE NO. _____

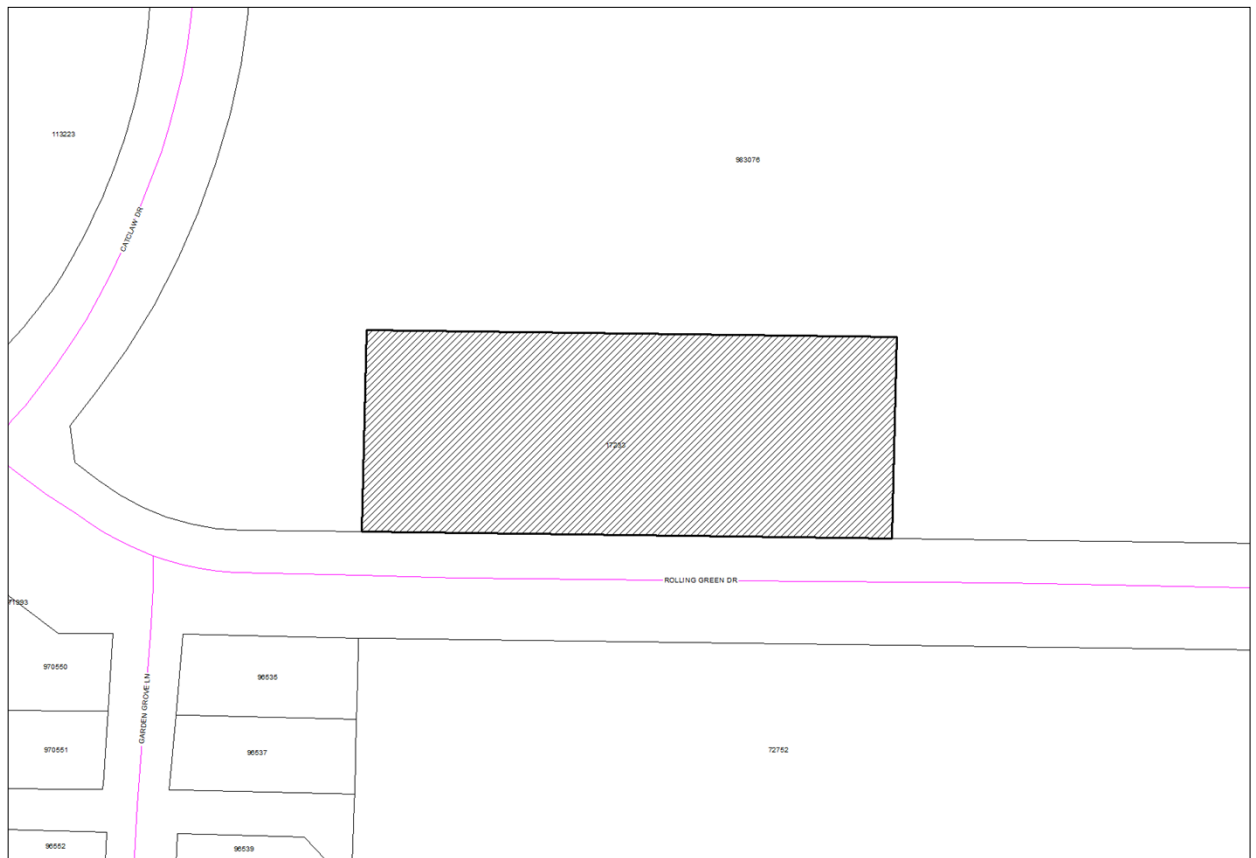
EXHIBIT "A"

PAGE 2

north boundary line of right-of-way for Rolling Green Drive;

THENCE South 89° 18' 45" West for a distance of 373.37 feet along the north boundary line of right-of-way for Rolling Green Drive, to the POINT OF BEGINNING and containing 1.219 acres of and, more or less.

NOTE: Bearings based on the north boundary line of Section 1, Garden Grove Addition, as North 89° 17' 45" East.



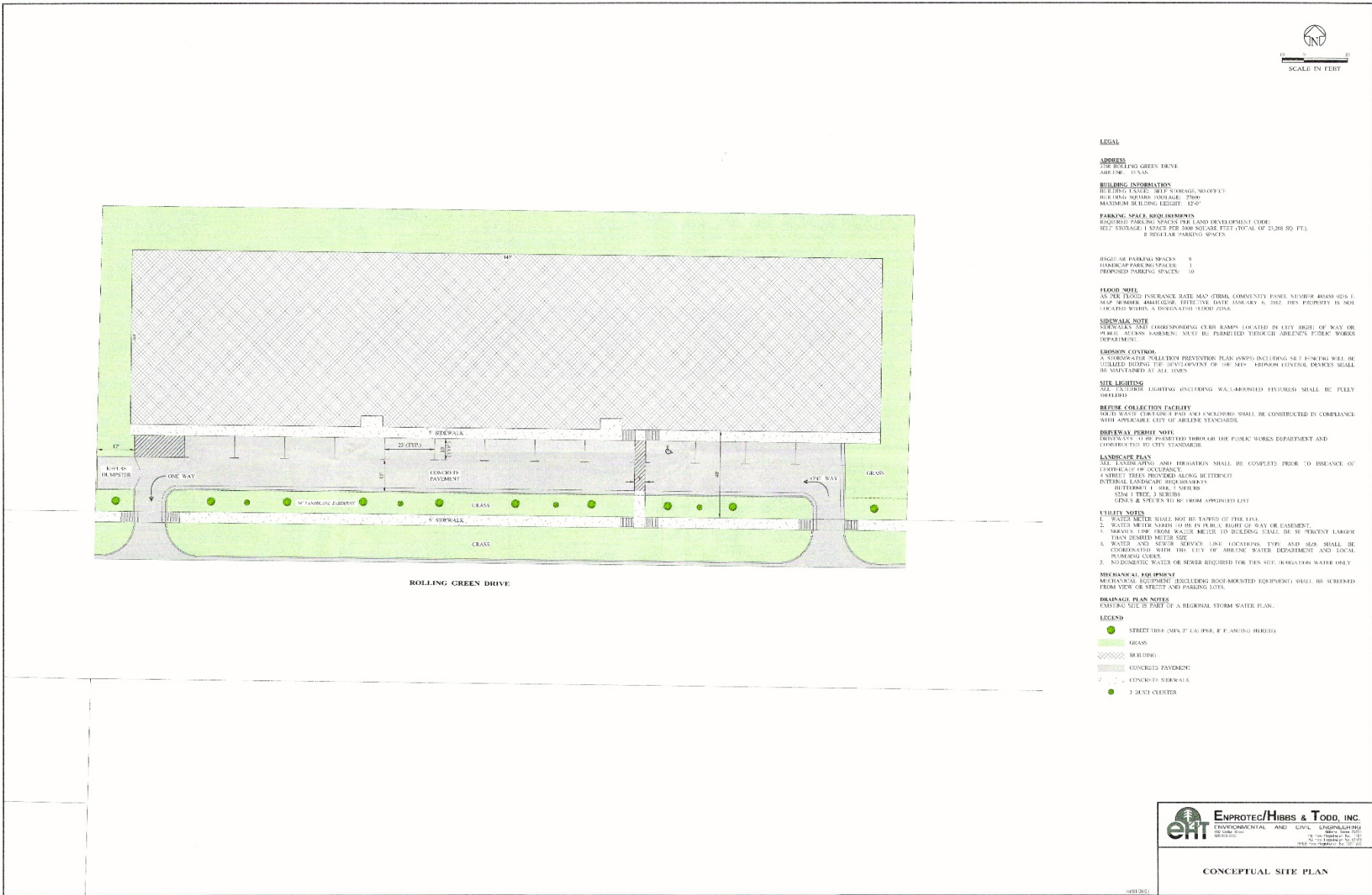
Location: 1.219 acres on north side of Rolling Green Drive and situated 265 to 645 feet west from Catclaw Drive in south Abilene

PART 6: Purpose. The purpose of this Planned Development District is to allow limited self-service storage facilities on land which is otherwise reserved for multi-family residential housing.

PART 7. Specific Modifications. The use and development of land and buildings in this Planned Development District shall generally be subject to requirements of the Residential Multi-Family (MF) zoning classification, except as modified below:

- A. Fully-enclosed self-service storage facilities shall also be allowed on this property, in addition to uses ordinarily allowed (or with City Council's approval of a Conditional Use Permit) in Residential Multi-Family Districts. No outdoor, unenclosed storage of material, equipment or vehicles (including boats and other recreational vehicles) shall be allowed on the subject property.
- B. All or part of this property may be represented on a subdivision plat approved by the City of Abilene, without extension of the City of Abilene's sanitary sewer system to any lot(s) created by such subdivision plat.
- C. Compliance with ordinary landscape standards of the City of Abilene's Land Development Code (and applicable to MF zoning districts) shall be required with development of self-service storage facilities, except specifically as follows:
 - (1) In lieu of trees and shrubs ordinarily required for "internal" landscape areas in front of the building line, no fewer than ten (10) street trees shall be planted in a ten-foot-wide landscape strip required directly behind the front boundary of this property, as well as four (4) clusters of three (3) shrubs apiece situated between several of the trees planted in this required landscape strip.
 - (2) In lieu of ordinary land use buffering standards applicable in MF Districts, the minimum 20-foot-wide rear yard and 10-foot-wide side yards required on this property shall be planted with grass covering.
- D. Development of this subject property (for use as self-service storage) shall generally comply with the graphic concept plan attached as EXHIBIT "B" to this ordinance.

EXHIBIT "B" GRAPHIC CONCEPT PLAN



ZONING CASE Z-2021-33

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: November 2, 2021

City Council 1st Reading: November 18, 2021

City Council 2nd Reading: December 2, 2021

Applicant

Owner: Sitzes Cleburne, L.P.

Agent: Enprotec / Hibbs & Todd, Engineering Consultants

Request

Rezone from Residential Multi-Family (MF) to a Planned Development (PD) District allowing uses commensurate with MF zoning as well as limited self-service storage.

Location

now-vacant tract of 1.22 acres on north side of Rolling Green Drive and situated 265 to 645 feet west from Catclaw Drive in south Abilene

Background

This property was annexed to the City limits of Abilene during 1963. This property remained in an AO (previously RA) zoning district until the early 21st Century, when it was embraced within the same Residential Multi-Family (MF) zoning district as the Tylor Grand Apartments. This apartment complex wraps around the subject property along its entire north, east and west boundaries.

All buildings in the Tylor Grand complex are connected to a sewer main existing adjacent to the northwest corner of that complex, at least 500 feet from the subject property of the current proposed zone change. Another sewer main does exist closer to the subject property, only approximately 75 feet to the south and across the width of Rolling Green Drive. **But this existing sewer main is too shallow to be extended any further and expect wastewater to flow, according to the City's Utility Engineer.** The present owners of this property are thereby seeking an avenue which would allow development of the subject property, without having to extend the only other nearby sewer main* by as much as 900 feet.†

The owners of this property are thereby seeking approval of a Planned Development (PD) District for this property. Like any such zoning district, this PD District would be a custom-made zoning classification, tailored to match the specific demands of some particular proposed development with the limitations of its specific environment.

The proponents are specifically seeking to keep the Residential Multi-Family (MF) classification as the base or "default" zoning of this property, but also allow fully-enclosed self-service storage facilities there. If not equipped with an on-site management office or a caretaker's residence, then a self-service storage facility will not require sewer service.

* located north of Tylor Grand Apartments

† to avoid existing development inside the existing Tylor Grand complex

Zoning, Existing and Proposed Land Use

Specifically, the proponents are seeing approval of a Planned Development (PD) District with each of these unique provisions:

1. The base zoning classification will remain Residential Multi-Family but with an allowance for fully-enclosed self-service storage facilities.
 - a. No outdoor, unenclosed storage of material, equipment or vehicles (including boats or other recreational vehicles) will be allowed on this property.
2. All or part of this property may be represented on a subdivision plat approved by the City of Abilene, without extension of the City of Abilene's sanitary sewer system to any lot(s) created by such subdivision plat.
 - a. Within the City limits of Abilene, local subdivision regulations ordinarily require extending a sewer main to any new lot created by subdivision plat, unless waived by City Council.
3. In lieu of compliance with ordinary internal landscape and land use buffering standards applicable in MF Districts, the following alternative standards shall apply to development of self-service storage facilities on this property.
 - a. No fewer than ten (10) street trees shall be planted in the ten-foot-wide landscape strip required along the front boundary of this property, as well as four (4) clusters of three (3) shrubs apiece planted in between trees planted in the required landscape strip.
 - b. In addition, the minimum 20-foot-wide rear yard and 10-foot-wide side yards required on this property shall be planted with (at least) a grass covering.
4. Development of this subject property (for use as self-service storage) shall generally comply with the graphic concept plan accompanying this report.

As mentioned earlier above, the subject property of 1.22 acres is surrounded on three sides by the Tylor Grand apartment complex, in the same MF zoning district as the subject property itself.

The campus of Ward Elementary School lies directly across Rolling Green Drive from the subject property of this proposed zone change.

Southwest from the subject property and across the width of Rolling Green Drive is a subdivision of patio homes (in a PH zoning district) developed at an overall density of approximately six (6) dwellings per acre.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.

The Future and Use and Development Plan Map displayed in Abilene's Comprehensive Plan (circa 2004) identifies the subject property and its surroundings to be in a "major commercial

and business center.” This particular such center covers an extensive area bounded by Buffalo Gap Road, Winters Freeway, Southwest Drive and Catclaw Drive, reaching almost all the way south to Rebecca Lane.

As described in the text of Abilene’s Comprehensive Plan, major commercial and business centers will exhibit a mix of retail trade and services, offices and civic uses, as well as multi-family residences, all at relatively high concentrations, with single-family housing on the fringe.

The particular such center where this subject property is located (the boundaries of which are described above) already exhibits such a varied mix of uses at relatively high concentrations of development. The particular PD District proposed with this zoning map amendment seems generally consistent with land use policy of Abilene’s Comprehensive Plan.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

Given that allowed nonresidential use will be limited to self-service storage (enclosed) set within a landscaped environment, this proposed PD District seems generally compatible with adjacent multi-family residence and nearby patio homes.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property lies directly adjacent to a fully-improved collector street (Rolling Green Drive) and within less than 300 feet from a fully-improved minor arterial (Catclaw Drive).

The absence of suitable nearby sewers (available for service to this site) is already well-documented in background information described above. However, this site does have direct access to a 12-inch-wide water main in adjoining right-of-way for Rolling Green Drive.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of City staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

City staff recommends **approving** this requested zone change to a Planned Development (PD) District incorporating the features described earlier in this report and as shown on an accompanying graphic concept plan.

Notification

Pursuant to Section 1.2.2.2 of Abilene’s Land Development Code, City staff mailed personal notices on October 22 of 2021, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

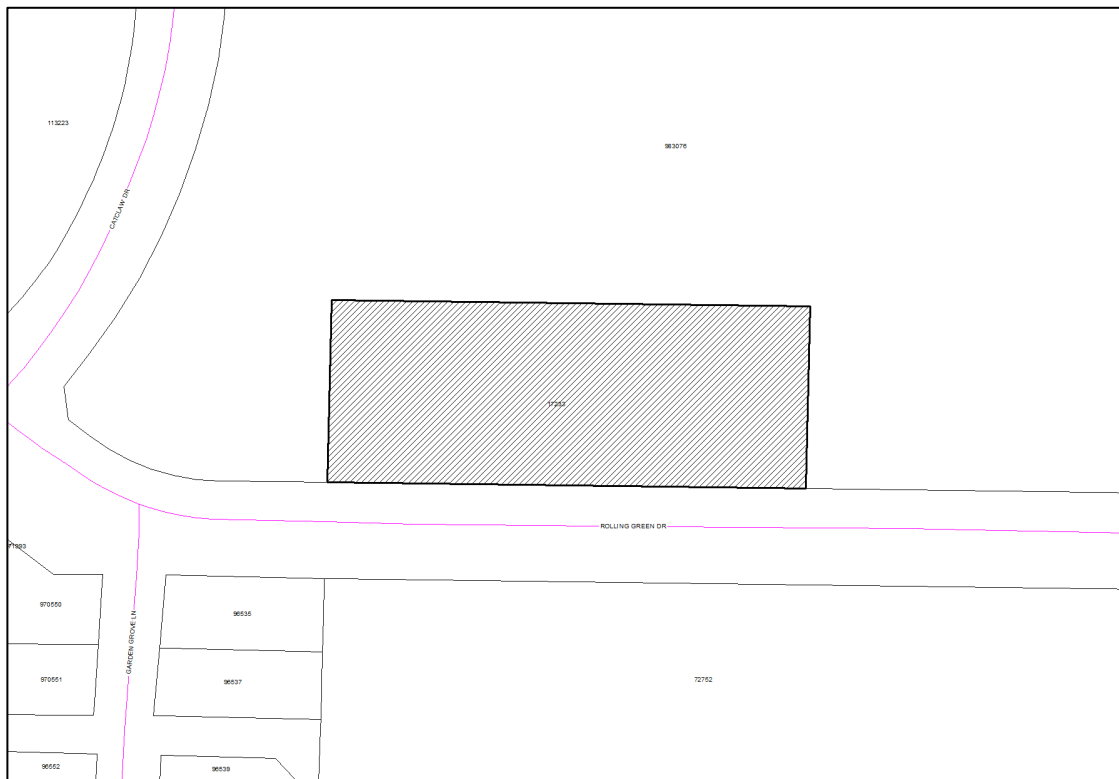
Owner	Parcel ID	Situs	Response
ABILENE IND SCHOOL DIST	72752	3750 PAINT BRUSH DR	
BOYD JOHNNIE L	96537	4305 GARDEN GROVE LN	OPPOSED
JOHNSON LONA MAE	96535	4301 GARDEN GROVE LN	
SITZES CLEBURNE LP	17233	3750 ROLLING GREEN DR	
THORNBURG MARK L	970550	4302 GARDEN GROVE LN	
TYLOR GRAND LLC	983076	3702 ROLLING GREEN DR	

Attachments

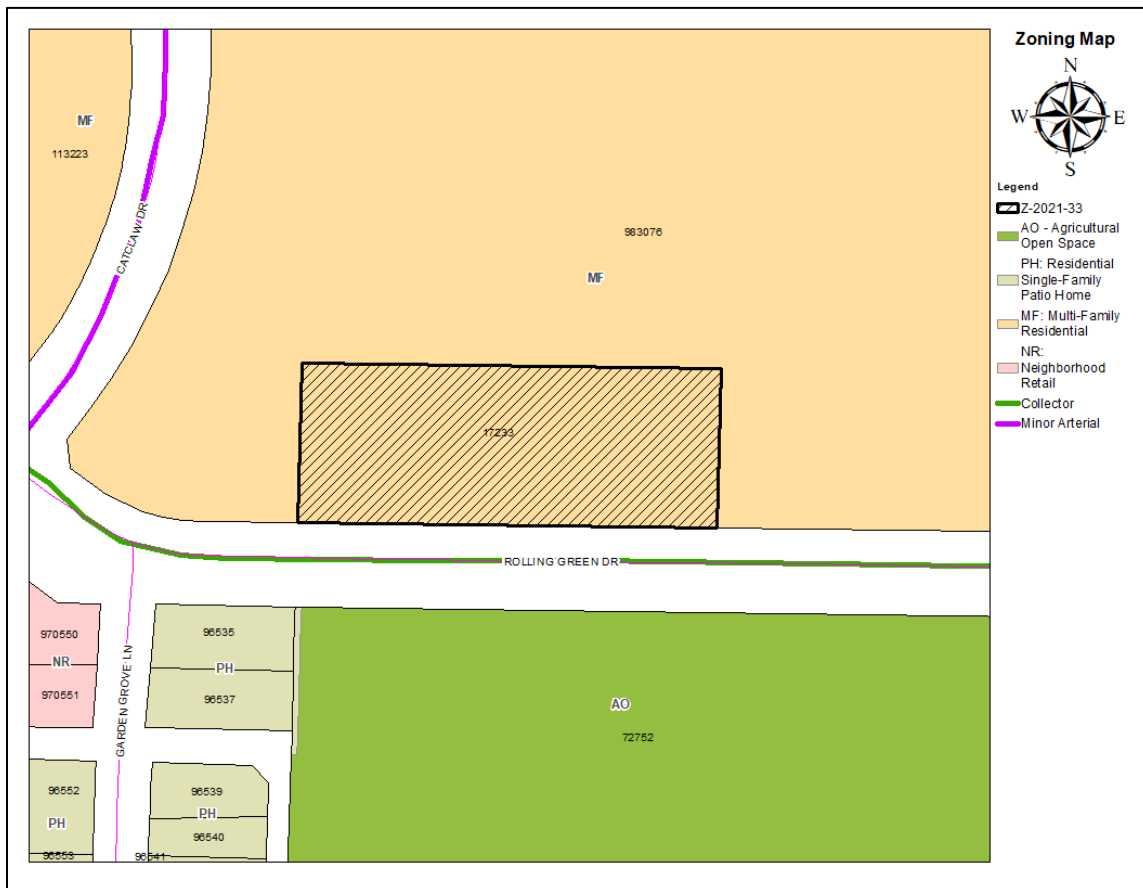
Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP





Development Application

Planning

☐ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☒ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
 Other: _____

Project Name: 3750
 Address: 3750 Rolling Green No. of lots: _____ Acreage: 1.22
 Legal Description: Attached
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: MF Proposed Zoning (if applicable): MF allowing self-service storage

OWNER AND AUTHORIZATION

Owner Name: Sitzes Brothers LLC
 Address: 2249 Butternut
 City, State, Zip: Abilene, Tex 79602 Fax: _____
 Phone: 338-9445 Email: tyler.sitzes@gmail.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) EHT will act as my agent before the Planning and Zoning Commission.

Agent Name: EHT
 Address: 402 Cedar
 City, State, Zip: Abilene, Tex 79601 Fax: _____
 Phone: 698-5560 Email: david.ford@e-h.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: _____ Date: _____

FOR OFFICE USE ONLY

Received: 10-04-2021 Fee: \$ 2000 Receipt No.: 0001064293
 Case No.: 2-2021-33 Reviewed By: _____

Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Base Zoning to remain MF and allow commercial self-storage facilities, 20 foot front setback, 20 foot rear setback, 10 foot side setbacks.

In stead of the additional 15% internal landscape area, proponent proposes to upgrade required seven (7) street trees to ten (10) in the required ten (10) foot landscape strip. Also, provide four (4) clusters of three (3) shrubs between the ten (10) street trees. Side and rear yards adjacent to the proposed building will be grassed cover with appropriate buffering features

No Sanitary Sewer Required for self-storage with no office

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF TAYLOR §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 28, 2021

Grantor: C-K Aneff Enterprises, Inc., a Texas corporation

Grantor's Mailing Address: 3210 Curry Ln., Abilene, Texas 79605

Grantee: Sitzes Cleburne, L.P., a Texas limited partnership

Grantee's Mailing Address: 2249 Butternut St., Abilene, Texas 79602

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

1.219 acres out of a 1.50 acre tract recorded in Volume 1085, Page 805, Deed Records, Taylor County, Texas out of Tract Number 2 of a subdivision of the J. E. Shepherd Survey Number 96, Abilene, Taylor County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2 inch iron rod on the North Boundary Line of Rolling Green Drive from which the called for South West Corner of said tract Number 2 bears S 0°42'15" E 32.76' and S 89°17'45" W 1084.26';

Thence N 0°42'15" W 142.24' to the North West Corner of said 1.50 acre tract;

Thence N 89°17'45" E 373.37' to the North East Corner of said 1.50 acre tract;

Thence S 0°42'15" E 142.24' to a 1/2 inch iron rod, found, on the North Boundary Line of Rolling Green Drive;

Thence S 89°17'45" W 373.37' along the North Boundary Line of Rolling Green Drive to the point of beginning and containing 1.219 acres of land more or less.

Bearings based on the North Boundary Line of Section 1, Garden Grove Addition as N 89°17'45" E.

OCT 27 AM 10:57

CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

BOYD JOHNNIE L
PO BOX 5944
ABILENE, TX 79608-5944

NOTICE OF PUBLIC HEARING

RE: ZONE CHANGE REQUEST NUMBER Z-2021-33

10/22/2021

The Planning and Zoning Commission will hold a public hearing on **November 2, 2021 at 1:30 PM** in Council Chambers on the second floor of City Hall, North 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Sitzes Cleburne LP (represented by Enprotec/Hibbs & Todd, Engineering Consultants) to change zoning from Residential Multi-Family (MF) to a Planned Development (PD) District allowing uses commensurate with MF zoning as well as self-service storage (enclosed) on approximately 1¼ acre of now-vacant land at 3750 Rolling Green Drive in south Abilene. Legal description being a certain 1.219-acre tract out of J. E. Sheppard Survey No. 96 in Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments about this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for zone change request. 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 public hearing on **December 2, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Brad Stone at telephone 325-676-6382 or by email address planning@abilenetx.gov

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

CASE #: Z-2021-33

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: BOYD JOHNNIE L
Parcel I.D.: 96537
Address: 4305 GARDEN GROVE LN

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐ I am opposed ☐
Additional Comments:

Signature: Johnnie Lou Boyd

This is not a great thing for a residential neighborhood and especially with an elementary school across the street. The extra traffic generated would further burden the intersection of Rolling Green & Cedar

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

probable causing installation a traffic light.

Bruce and Johnnie Lou Boyd

4305 Garden Grove Lane

Abilene, TX 79606

Land phone and fax: 325-793-9286

J's cell phone: 325-280-4586; B's cell phone: 325-660-5530

johnnielou@jlavery.com bruce@jlavery.com

October 25, 2021

City of Abilene

555 Walnut Street

PO Box 60

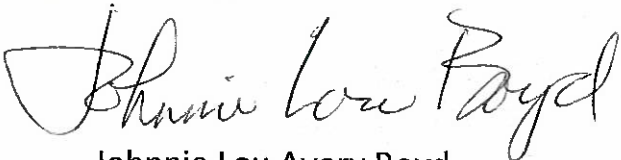
Abilene TX 79604-0060

RE: IMPORTANT: Wrong address

My address is 4305 Garden Grove Lane. I have never had a post office box, but suddenly my mail has started going to PO Box 5944 which belongs to John Kevin Boyd who has never lived at this residence. He has called me and passed on mail that comes to me in his mailbox. All of a sudden, bills, magazines, and other correspondence is going to his post office box and sometimes I get the bills when I barely have time to get them paid before the deadline. Neither of us can figure out why my mail is going there. I have previously twice contacted the post office officials but nothing has changed yet. I will keep trying.

In the meantime, please be sure all your address points throughout the City services for me are directed to 4305 Garden Grove Lane, Abilene TX 79606. I own my home (in my name) and hope my tax information does not end up at the PO Box.

Sincerely,



Johnnie Lou Avery Boyd

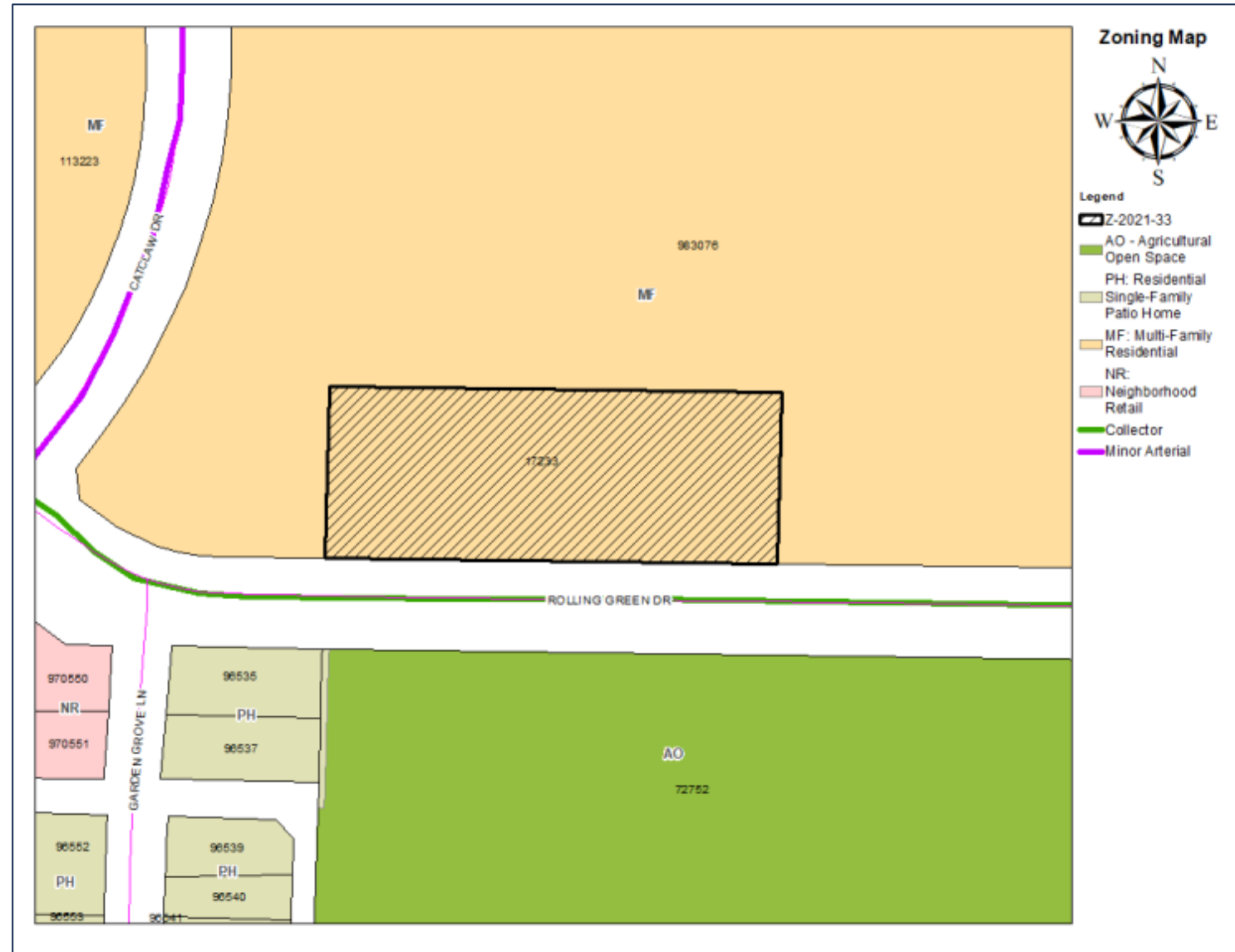
OCT 27 AM 10:58

cc: PO 79608

Case:	Z-2021-33
Owner:	Sitzes Cleburne, L.P.
Agent:	Enprotec/ Hibbs & Todd
Request:	Rezone from Residential Multi-Family (MF) to a Planned Development (PD) District allowing uses commensurate with MF zoning as well as limited self-service storage
Location:	now-vacant tract of 1.22 acres on north side of Rolling Green Drive and situated 265 to 645 feet west from Catclaw Drive
Notification:	0 in Favor, 1 Opposed
Planning & Zoning:	Approval, November 2, 2021

Z-2021-33 LOCATION MAP





West view of Subject Property



Neighboring Property (West)



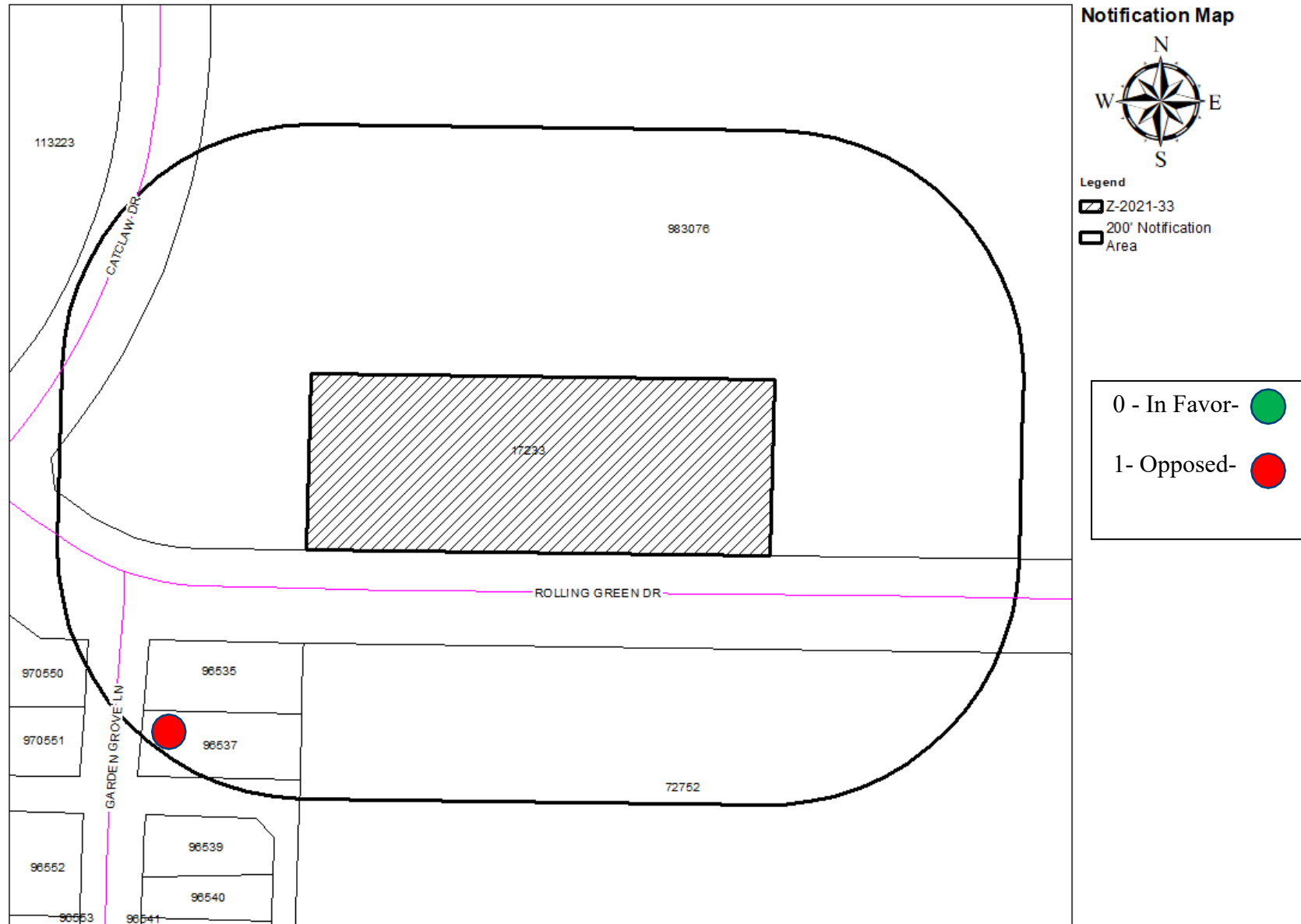
Neighboring Property (South)



Neighboring Property (South)



Z-2021-33 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **15. Ordinance (First Reading) Z-2021-34: Receive a Report, Hold a Discussion and Take Action on a Request From Christopher Blake Howard (Represented By Jacob & Martin LLC) To Change Zoning From Residential Single-Family (RS-6) To A Residential Single-Family Patio Home (PH) District On Approximately 2.78 Acres Of Now-Vacant Land At 1633 Griffith Road. (Tim Littlejohn)**

GENERAL INFORMATION

Rezone approximately 2.7 acres of Single-Family Residential (RS-6) zoning to Patio Home (PH) zoning. The intention, according to a draft subdivision plat received by staff is to create seven (7) single-family home sites that are fronting onto Griffith Road.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-34 draft ordinance
2. Z-2021-34 Council Staff Report
3. Z-2021-34 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 18th day of November, 2021.

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 16th day of October, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 2nd day of December, 2021, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 2nd day of December, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ZONING CASE Z-2021-34

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: November 2, 2021

City Council 1st Reading: November 18, 2021

City Council 2nd Reading: December 2, 2021

Applicant

Owner: Christopher Blake Howard

Agent: Jacob & Martin, LLC

Request

Rezone approximately 2.7 acres of Single-Family Residential (RS-6) zoning to Patio Home (PH) zoning. The intention, according to a draft subdivision plat received by staff is to create seven (7) single-family home sites that are fronting onto Griffith Road.

Location

The subject property is approximately 2.78 acres of vacant land at 1633 Griffith Road. Legal description being all of Lot 1 in HBMS Roppe Estates, Abilene, Taylor County, Texas.

Background

The subject property was annexed in 1964 and Agricultural Open Space (AO) zoning was applied to the property. The property was later rezoned to be embraced within Planned Development District Number 64 (PDD 64). Originally PD64 applied a base zoning of Single Family Residential (RS-12) to the subject property. In 2001, PD64 was amended to apply a base zoning of Single-Family Residential (RS-8) zoning to the subject property. In 2004, the subdivision plat which created formally platted Lot 1 of HBMS Roppe Estates was approved by the City of Abilene and recorded at the Taylor County Clerk's Office. The following year, in 2005, Planned Development District 64 was vacated altogether and rezoned to a combination of Agricultural Open Space (AO), Patio Home (PH), and Single Family Residential (RS-6). The subject property falls within the RS-6 zoning that resulted from this zone change request.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the immediate area of the subject property are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of RS-6, RS-8, PH, and AO zoning districts. Each of these zoning districts is currently occupied by single-family residences; aside from the AO zoning immediately east of the subject property which is the riparian area surrounding Griffith Lake.

Criteria Assessment

Section 1.4.1.4 of the Land Development Code states that in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;

It is the opinion of the staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan and Future Land Use and Development Plan Map. The Future Land Use and Development Plan Map identifies the subject property as single-family residential development. The proposed zone change is consistent with single-family residential land use. Additionally, the comprehensive plan details the need to promote infill on vacant land within the interior regions of the City. This proposed rezoning will encourage infill on property within the existing urban area of Abilene that has been vacant since annexation in 1964. Furthermore, the planned development of patio homes within this subject property will enhance the surrounding area, and be in character with existing surrounding developments. The patio home development will promote a variety of housing types in close proximity to Taylor Elementary School and Abilene Christian University, each being facilities that are considered Neighborhood Activity Centers.

(2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of the staff, that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity. The surrounding properties are entirely residential.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property currently has access to existing utilities and public amenities which are adequate for servicing the development that may result from this change in zoning. Furthermore, the request presents no apparent conflicts with existing or proposed plans for community facilities and/or related infrastructure.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of the staff that no other factors are present that would substantially affect public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on October 22, 2021, via certified mail to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated addresses are identified in Table 1.

TABLE 1

Owner	Parcel ID	Response
BURROW KERRY	50288	OPPOSED
DILL CHAD ALLEN	50566	
DOBBS DANNY P & PAULA L	49785	
GRIFFITH LAKE ESTATES LLC	1015149	
GRIFFITH LAKE ESTATES LLC	1015689	
HAIRSTON ROBERT WESLEY	50156	
MARTINEZ JIMMY & NAOMI	49644	
MULLINS JERRY NEIL JR &	50421	
POLK JERRY DON & JUDY MAE	971835	
SCARLETT GREGORY &	50705	
SCOTT MICHAEL	108194	
WEST TEXAS UTILITIES CO	56438	
WEST TEXAS UTILITIES CO	52917	
WILLIAMS VERNON L & MARION K	49914	
WOLFE CHARLES L	971834	
YANDELL TIMOTHY	1015872	

Attachments

Application

PowerPoint Presentation

LOCATION MAP



ZONING AND EXISTING LAND USE MAP



Case # Z-2021-34
October 20, 2021

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** RS-6 to PH Rezoning

ID # 21-000140 | **Started** 09/14/2021 at 11:33 PM



Address

1633 Griffith Rd, Abilene,
TX USA 79601

Legal

Hbms Roppe Estates Lot
Lot 1
Hbms Roppe Estates, Lot
1, Acres 2.778

Property Info

Property ID: 971834

Description

Rezoning the property to PH for single family detached housing

INFORMATION FIELDS

Owner Name

Christopher Blake Howard

Agent Name

Jacob & Martin

Block

-

Lot

1

Acreage

-

Legal Description of property

Lot 1 HBMS Roppe Estates

Subdivision Name

-

Current Zoning

RS-6

Proposed Zoning

PH

Agree to Terms

Clayton Farrow

100' West Texas Utilities R/W
806/118 D.R.

100' West Texas Utilities R/W
806/118 D.R.

GRIFFITH ROAD
(50' R/W)

WILDLIFE TRAILS PARKWAY
(50' R/W)



Lot 1, Block L
GRIFFITH LAKE ESTATES
SECTION 1
Cabinet 4, Slide 366
Plat Records

FIELD NOTES
2.78 ACRES

BEING 2.78 acres and being all of Lot 1, HBMS ROPPE ESTATES, a subdivision of 3.854 acres out of Lot No. 7 of the subdivision of Section 32 and the east 1/2 of Section 31, Blind Asylum Lands, Taylor County, Texas, as shown by plat recorded in Cabinet 3, Slide 680, Plat Records, Taylor County, Texas, said 2.78 acres being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the EBL of Griffith Road (50 foot right-of-way) at the northwest corner of Continuation No. 1, Wildlife Trails, as shown by plat recorded in Cabinet 2, Slide 328-C, Plat Records, Taylor County, Texas for the southwest corner of this tract;

THENCE N0°30'09"E 356.06 feet along the EBL of Griffith Road to a 1/2" rebar found at the northwest corner of said Lot 1 for the northwest corner of this tract;

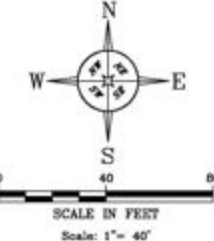
THENCE S89°27'58"E 338.66 feet to a 1/2" rebar found at the most northerly northeast corner of said Lot 1 for the most northerly northeast corner of this tract;

THENCE S32°13'38"E 26.69 feet to a 3/8" rebar found at the most easterly northeast corner of said Lot 1 for the most easterly northeast corner of this tract;

THENCE S6°35'38"E 209.68 feet to an aluminum monument found at the most easterly southeast corner of said Lot 1 for the most easterly southeast corner of this tract;

THENCE S53°41'49"W 209.29 feet to an aluminum monument found at the most southerly southeast corner of said Lot 1 and the northeast corner of said Continuation No. 1 for the most southerly southeast corner of this tract;

THENCE N89°29'09"W 211.42 feet along the NBL of said Continuation No. 1 and the SBL of said Lot 1 to the place of beginning and containing 2.78 acres of land.



Legend

- Found 1/2" rebar
- Found Aluminum Monument
- Found 3/8" rebar
- Recorded Call
- U.E. = Utility Easement
- R/W = Right of Way
- S.W.D. = Southwestern Bell Telephone Company
- P.O.B. = Place of Beginning
- A.C. = Acres
- D.R. = Deed Records

ACREAGE TABLE		
BLOCK	LOT	ACRES
A	1	0.18
A	2	0.19
A	3	0.22
A	4	0.26
A	5	0.28
A	6	0.27
A	7	0.26
A	8	1.10

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS, AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 31A, VERNON'S ANNOTATED CIVIL STATUTES, AND ARTICLE 127B, PENAL CODE OF TEXAS, AS AMENDED.

DATE _____ CHAIRMAN _____

ATTEST _____ SECRETARY _____

DATE _____ PLANNING DIRECTOR _____

DIRECTOR OF PUBLIC WORKS

THE SUBDIVISION FILED IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

DATE _____ DIRECTOR OF PUBLIC WORKS _____

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS.

DATE _____ FILE NUMBER _____

PLANNING DIRECTOR _____

FEES _____

COUNTY CLERK _____

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON _____

DATE _____ FILE NUMBER _____

COUNTY CLERK _____ COUNTY TEXAS _____

DEPUTY _____

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNERS OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSE SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS, AND ALLEYS UNDER THE NAME OF _____

PALMETTO AT GRIFFITH LAKE
a Subdivision of 2.78 acres out of the Southeast 1/4 of Section 33, Blind Asylum Lands, City of Abilene, Taylor County, Texas.

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LAKES, EASEMENTS, PARKS, AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"SEE FIELD NOTES SHOWN HEREON"

EXECUTED THIS _____ DAY OF _____ 20 _____

OWNER _____ OWNER _____

OWNER _____ OWNER _____

ACKNOWLEDGMENT

THE STATE OF TEXAS :
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED _____

KNOWN TO ME TO BE THE PERSON _____ WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D. 20 _____

NOTARY PUBLIC _____ COUNTY TEXAS

THE STATE OF TEXAS :
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED _____

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID _____

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D. 20 _____

NOTARY PUBLIC _____ COUNTY TEXAS

GENERAL NOTES

SHEET 1 OF 1 SHEETS _____ ACREAGE 2.78 acres

SCALE 1" = 40' SMALLEST LOT 0.18 acres LARGEST LOT 1.10 acres

LOT WIDTH MIN 50.84' MAX 50.87' LOT DEPTH MIN 156.56' MAX 238.19'

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION :

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE.

PLAT DESCRIPTION :

PRELIMINARY PLAT

PALMETTO AT GRIFFITH LAKE
a Subdivision of 2.78 acres out of the Southeast 1/4 of Section 33, Blind Asylum Lands, City of Abilene, Taylor County, Texas.

"PRELIMINARY
this document shall not be recorded
for any purpose"

DATE _____ SIGNATURE _____

James L. Wilcox, Jr., P.L.S. 5985
REGISTERED PROFESSIONAL LAND SURVEYOR

PLAT PREPARATION DATE: _____

Owner: Christopher Blake Howard
1633 Griffith Road
Abilene, Texas 79601

GEOTEX PROPERTY SOLUTIONS
209 s. Pioneer Drive, Suite 2
Abilene, Texas 79605
325-677-6712
Firm Registration No. 10194134

150-04-21 2:auto cad\A-SUBDIVISIONS\Palmetto at Griffith\Palmetto Preliminary

NOTE: This property lies partly within flood plain according to FEMA Flood Map No. 4641C0228F, having an effective date of 1/8/2012.

[Planning] case #: Z-2021-34

1 message

'Kerry Burrow' via Planning Services <planning@abilenetx.gov>

Mon, Nov 1, 2021 at 2:17 PM

Reply-To: Kerry Burrow <yrryellow@yahoo.com>

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

I am opposed.

Name: Kerry Burrow

Addresss: [1641 Morrow Lane](#)

Thank you.

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

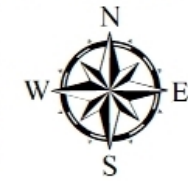
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/1814218070.43273.1635794223507%40mail.yahoo.com>.

Case:	Z-2021-34
Owner:	Christopher Blake Howard
Agent:	Jacob & Martin, LLC
Request:	Rezone from a Single-Family Residential (RS-6) District to a Patio Home (PH) District
Location:	1633 Griffith Road
Notification:	0 in Favor, 1 Opposed
Planning & Zoning:	Approval, November 2, 2021

Z-2021-34 LOCATION MAP



Location Map



Legend

 Z-2021-34

Z-2021-34 ZONING MAP



Permitted Uses in RS Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in PH Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Patio Home
- 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/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- 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 Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

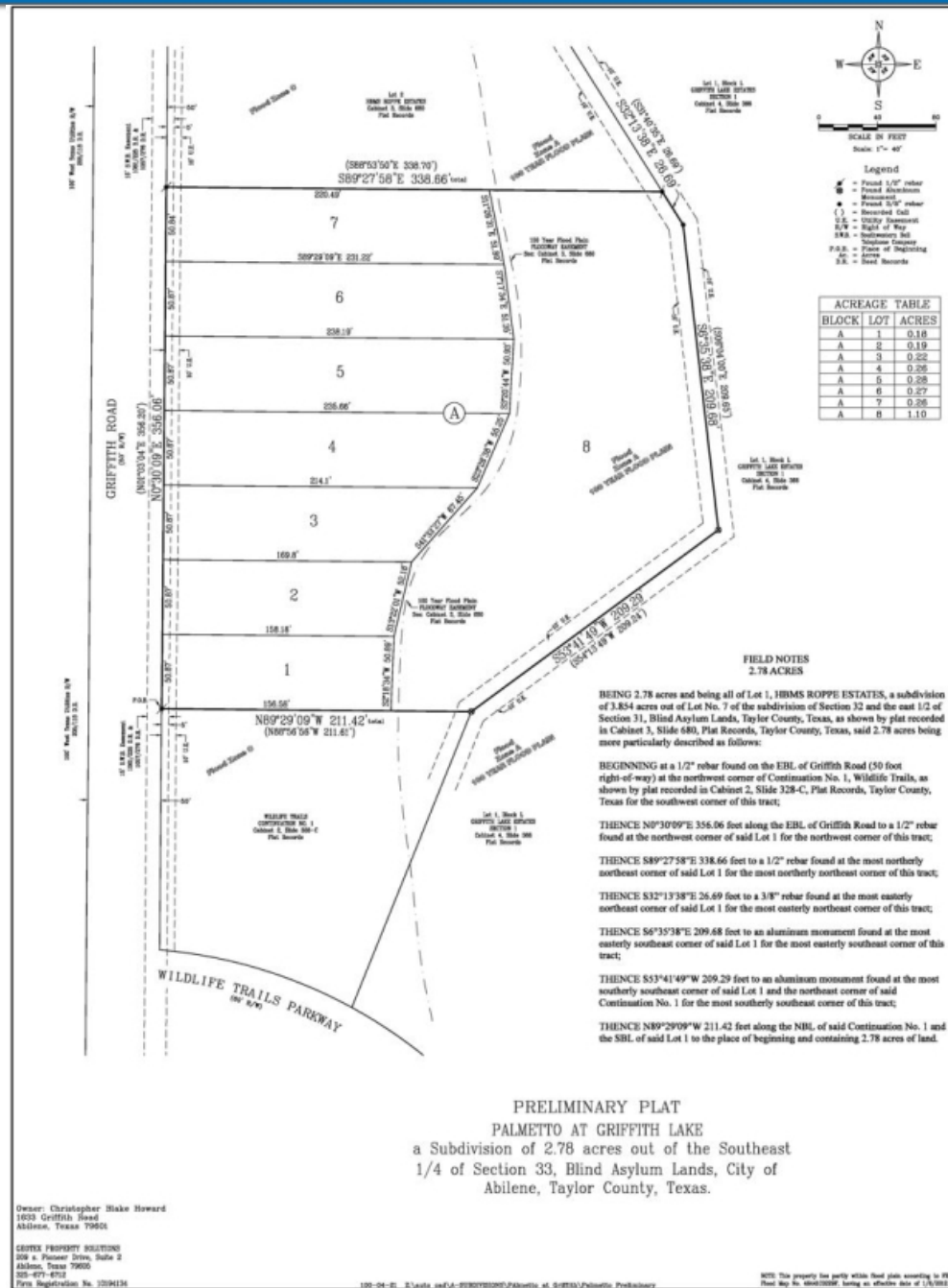
- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Z-2021-34 Subdivision Exhibit

[illegible]

Subject Property



**Neighboring
Property (north)**



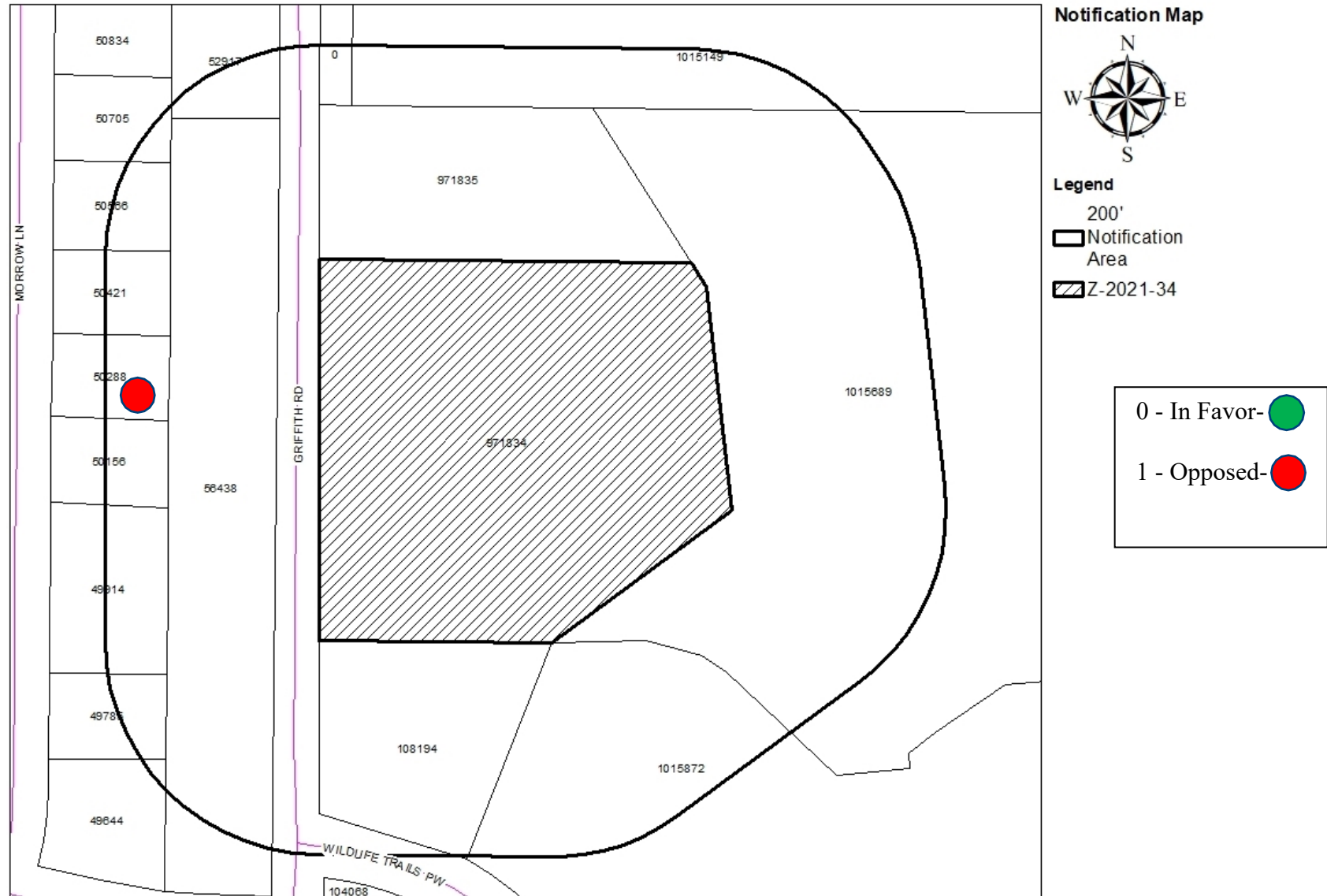
**Properties west of
Griffith Rd.**



**Neighboring
Property (south)**



Z-2021-34 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **16. Ordinance (First Reading) Z-2021-35: Receive a Report, Hold a Discussion and Take Action on a Request From Broadview Baptist Church (Represented By Les Campbell) To Change Zoning From Residential Single-Family (RS-6) To A Neighborhood Retail (NR) District On 0.3271 Acre Of Land At 2414 South 27th Street In South Central Abilene. (Tim Littlejohn)**

GENERAL INFORMATION

Rezone from Residential Single Family (RS-6) District to Neighborhood Retail (NR) District

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-35 draft ordinance

2. Z-2021-35 Council Staff Report
3. Z-2021-35 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 18th day of November, 2021.

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 16th day of October, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 2nd day of December, 2021, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 2nd day of December, 2021.

ATTEST:

CITY SECRETARY

MAYOR
APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from a Residential Single-Family (RS-6) District to a Neighborhood Retail (NR) District.

The Legal Description being the south 104-feet of the west 137-feet of Lot 4 in Block 1 of the Over Place Addition to Abilene, Taylor County, Texas.



Location: 2414 South 27th Street

-END-

ZONING CASE Z-2021-35

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: November 2, 2021

City Council 1st Reading: November 18, 2021

City Council 2nd Reading: December 2, 2021

Applicant

Owner: Broadview Baptist Church

Agent: Les Campbell

Request

Rezone from Residential Single Family (RS-6) District to Neighborhood Retail (NR) District

Location

2414 S. 27th Street

Background

The subject property was zoned Residential Single Family (RS-6) District in 1974. The subject property is a portion of lot 4 within Block 1 of the Over Place Addition. Broadview Baptist Church has owned the property since 2014. According to information included within the application, Broadview Baptist Church would like to rezone the subject property to attract buyers interested in a retail district.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the subject property's immediate area are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of RS-6 districts to the north, south, and west (Broadview Baptist Church). Several General Commercial (GC) Districts are located at the intersection of S. 27th St. and Buffalo Gap Rd.

Criteria Assessment

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;

This subject property is represented on the Land use and Development Plan Map as single family along an Enhancement Corridor. The proposed zoning map amendment is not consistent with the map, however, enhancement corridors (arterials) are not intended to be surrounded by single-family residential districts.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of staff that the uses permitted by the proposed change in zoning classification would be appropriate in the immediate area and serve as an appropriate use buffer from the more intensive commercial districts to the east.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject properties currently have access to existing utilities and public amenities adequate for the proposed uses. This request presents no apparent conflicts with existing or proposed plans for community facilities and related infrastructure.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of the staff that no other factors are present that would substantially affect public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on October 22, 2021 (via certified mail) to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

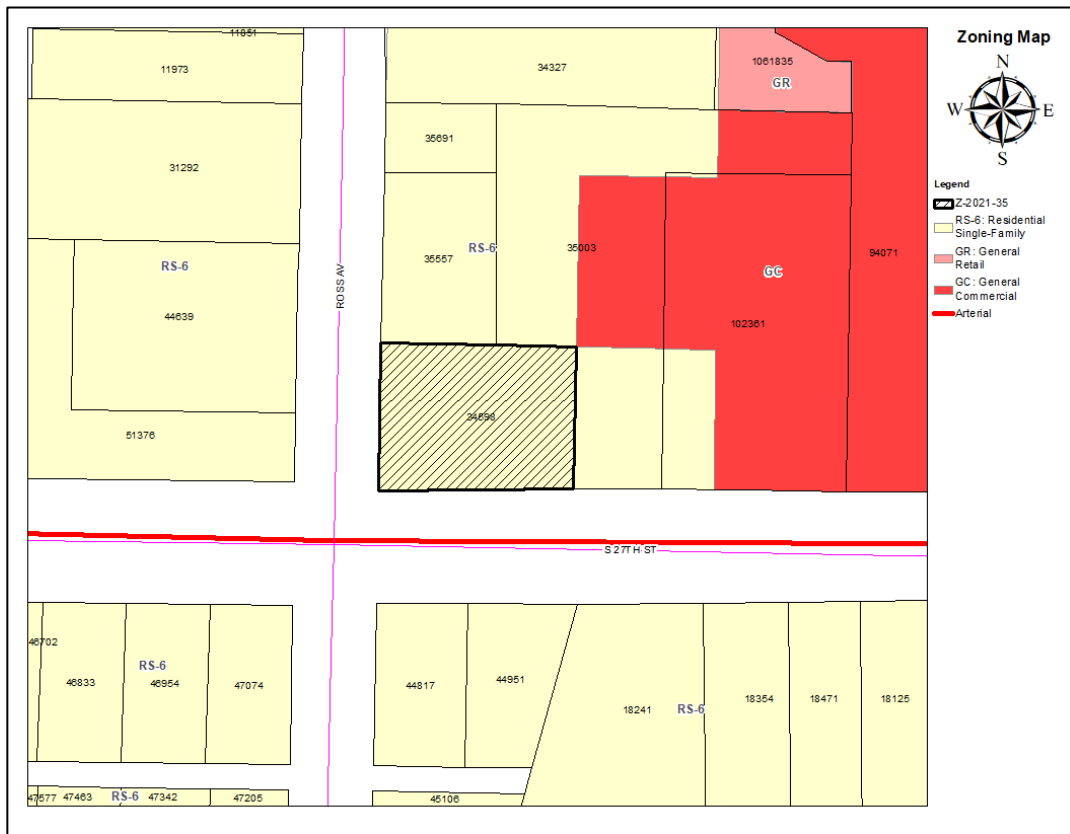
TABLE 1

Owner	Parcel ID	Situs	Response
ADKISSON RICHARD L & MARSHA A	34327	2541 ROSS AV	
BROADVIEW BAPTIST CHURCH	51376	2500 S 27TH ST	
BROADVIEW BAPTIST CHURCH	11973	2542 ROSS AV	
BROADVIEW BAPTIST CHURCH	31292	2602 ROSS AV	
BROADVIEW BAPTIST CHURCH	44639	2618 ROSS AV	
BROADVIEW BAPTIST CHURCH	34598	2414 S 27TH ST	
BROWN BOBBY	35557	2601 ROSS AV	
BROWN BOBBY	35691	2549 ROSS AV	
BRYAN BENNY DEAN JR	18241	2409 S 27TH ST	
CANTALINE NOAH EVAN	18354	2349 S 27TH ST	
HONG ANG	44951	2441 S 27TH ST	
LANDEROS JUAN	47074	2501 S 27TH ST	
LOPEZ DAVID S & MARIA DANIELA	46833	2517 S 27TH ST	
M7 REAL ESTATE INVESTMENTS LLC	18471	2341 S 27TH ST	
MESEY PATRICK JOHN & NICOLE ASHLEY	46954	2509 S 27TH ST	
O REILLY AUTO ENTERPRISES LLC	102361	2366 S 27TH ST	
RONDO PROPERTIES PTSH	35003		
SPIRIT MASTER FUNDING LLC	94071	2674 BUFFALO GAP RD	
TORRES BEATRIZ	44817	2449 S 27TH ST	
WESTERN BANK	1061835	2501 ROSS AV	

Attachments

- Application
- Land Development Code Information
- Over Place Subdivision Plat
- Future Land Use Map/Comp Plan Info

ZONING MAP



LOCATION MAP



Section 2.3.3.4 Neighborhood Retail (NR) District

(a) **Purpose.** The Neighborhood Retail (NR) District is intended to accommodate a limited range of retail trade, services and office activities that are needed to serve a neighborhood area. The level of intensity and scale of development permissible within the NR District are designed for compatibility with nearby residential uses. Many permitted uses within the NR District are, in fact, aimed toward meeting the day-to-day retail needs of nearby residents for food, pharmaceuticals, personal services, etc. The NR District development should occur at the intersections of collector streets with more major thoroughfares and other collector streets.

(b) **Authorized Uses.** The following are authorized uses under the regulations established in this chapter:

- (1) Permitted and conditional uses as authorized in the Land Use Matrix in Article 5 [[Article 4](#)], [Division 2](#) of this [Chapter 2](#);
- (2) Accessory uses as authorized in Article 5, Division 3 [[Article 4](#), [Division 4](#)] of this [Chapter 2](#).
- (c) **Site Layout and Building Requirements.** All development within this district shall meet the minimum site layout and building requirements outlined in [Table 2-4](#).
- (d) **Maximum Building Size.** The maximum building coverage of a structure or structures on a single lot shall not exceed 15,000 square feet.
- (e) **Hours of Operation.** Except for uses permitted within a residential zoning district, no use shall operate before 6:00 a.m. nor after 11:00 p.m. on any day of the week.
- (f) **Outside Display and Storage.** Refer to [Chapter 4](#), [Article 2](#), [Division 5](#) of this LDC for outside display and outside storage requirements.
- (g) **Screening Required.** Refer to [Chapter 4](#), [Article 2](#), [Division 4](#) of this LDC for screening requirements.
- (h) **Site Plan Required.** A Site Plan in accordance with [Chapter 4](#), [Article 1](#), Division 1 [[Division 2](#)] shall be required for all development, except single-family and two-family, within this NR District.

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10)

20
OVER

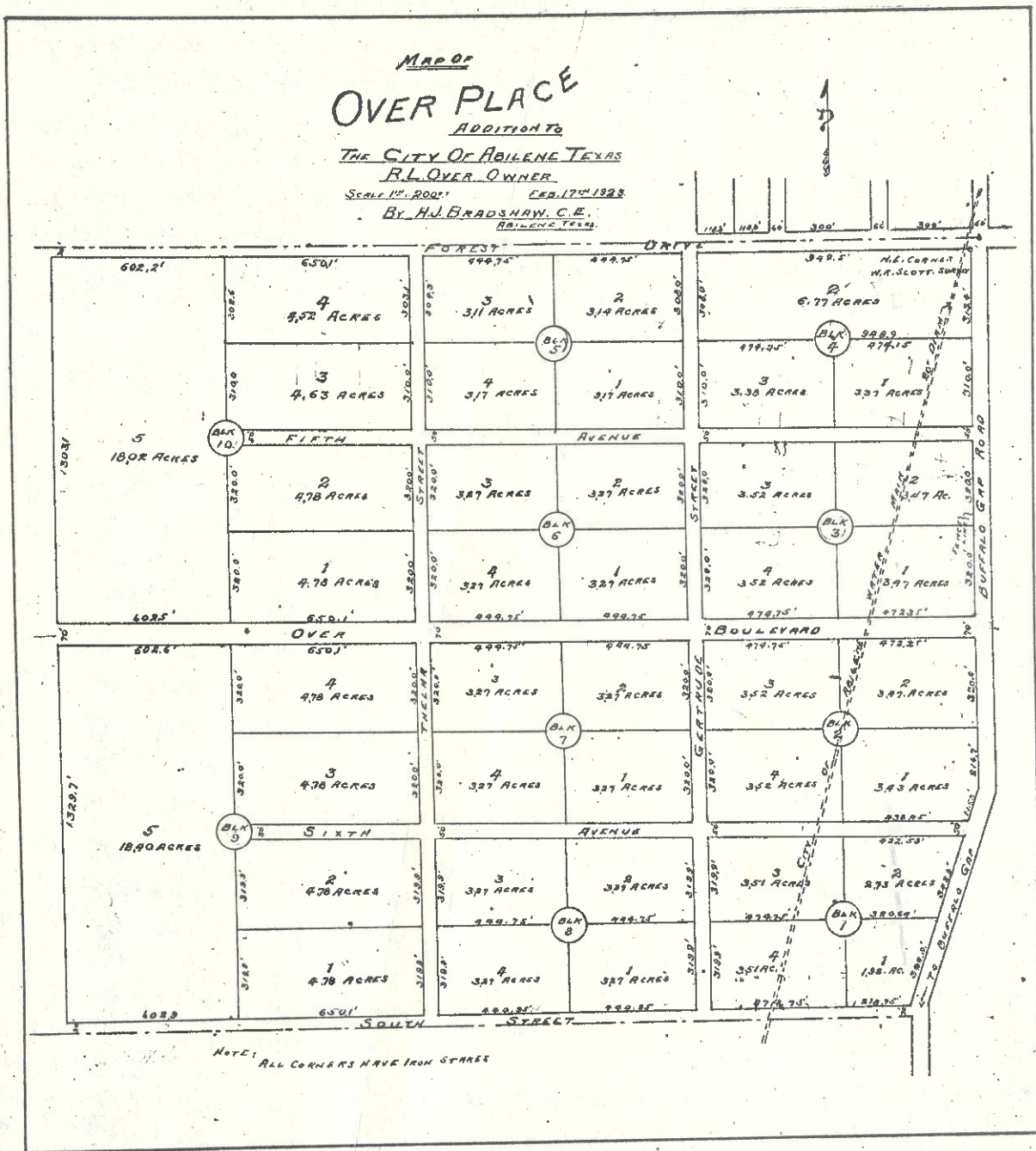
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22

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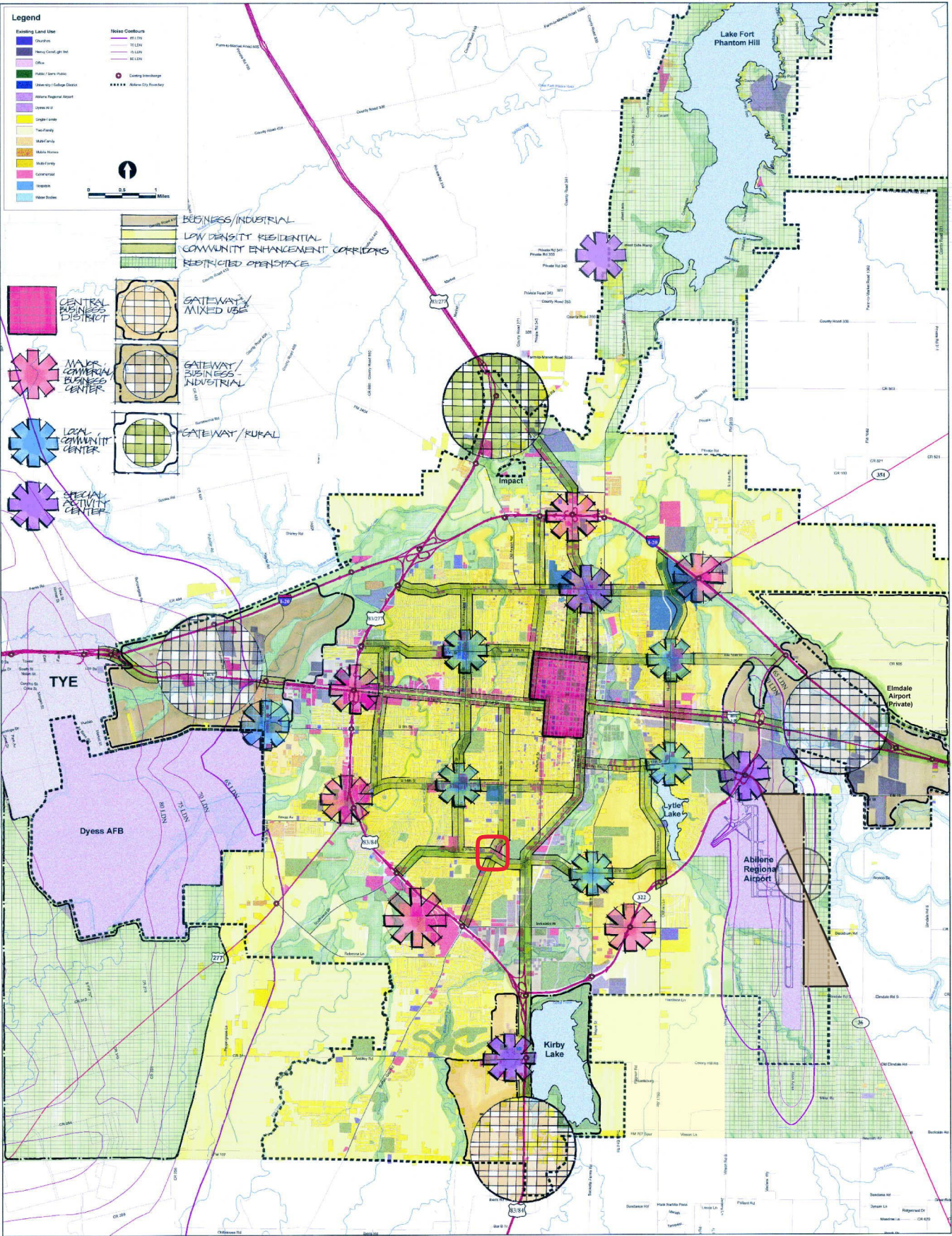
25

Filed February 21st 1923 at 2:30 PM



The State of Texas } Know All Men by These Presents:
County of Taylor }
That I, R. L. Over, of the County and State aforesaid, do hereby certify that the
above and foregoing plat is a true and correct plat of Over Place, the same being a part of
the W. P. Smith Survey No. 93, Abstract No. 247 Taylor County Texas, and the streets shown
on said map are hereby dedicated to the public use.
Witness my hand this the 20th day of February, A.D. 1923.
R. L. Over.

The State of Texas }
County of Taylor }
Before me, the undersigned authority, a Notary Public, in and for Taylor
County, Texas, on this day personally appeared R. L. Over, known to me to be the
person whose name is subscribed to the foregoing instrument and acknowledged
that he executed the same for the purposes and consideration therein
expressed.
Given under my hand and seal of office this the 20th day of February
A.D. 1923.
Record 2, October 30th 1921
W. E. Brinkley County Clerk
Taylor County Texas
J. M. L. L. L.
Notary Public, Taylor County, Texas
Resided March 7th 1923 at 10:00 o'clock A.M.
T. L. Number 7378



Future Land Use and Development Plan



Community Enhancement Corridors

Discussion: Community Enhancement Corridors identified on the Land Use and Development Plan are key arterials that will unify the city, establish a sense of place, and provide enhanced physical and visual links between Activity Centers. Major connections between Activity Centers should be unique and memorable. They should accommodate vehicles, buses, pedestrians, and bicyclists in a safe and attractive street environment. Currently, many major corridors lack a cohesive and appealing streetscape impression to foster quality development. There are local examples of vibrant streetscapes that can serve as the foundation for future street improvements. For instance, the planted median along Sayles Boulevard, the railroad right-of-way between North and South and 1st Streets, and the street trees, lighting, and special paving found downtown are elements that make these corridors unique. The intent of designating Community Enhancement Corridors is to apply these and other urban design elements that make a few corridors unique today to a citywide system of enhanced corridors in the future.

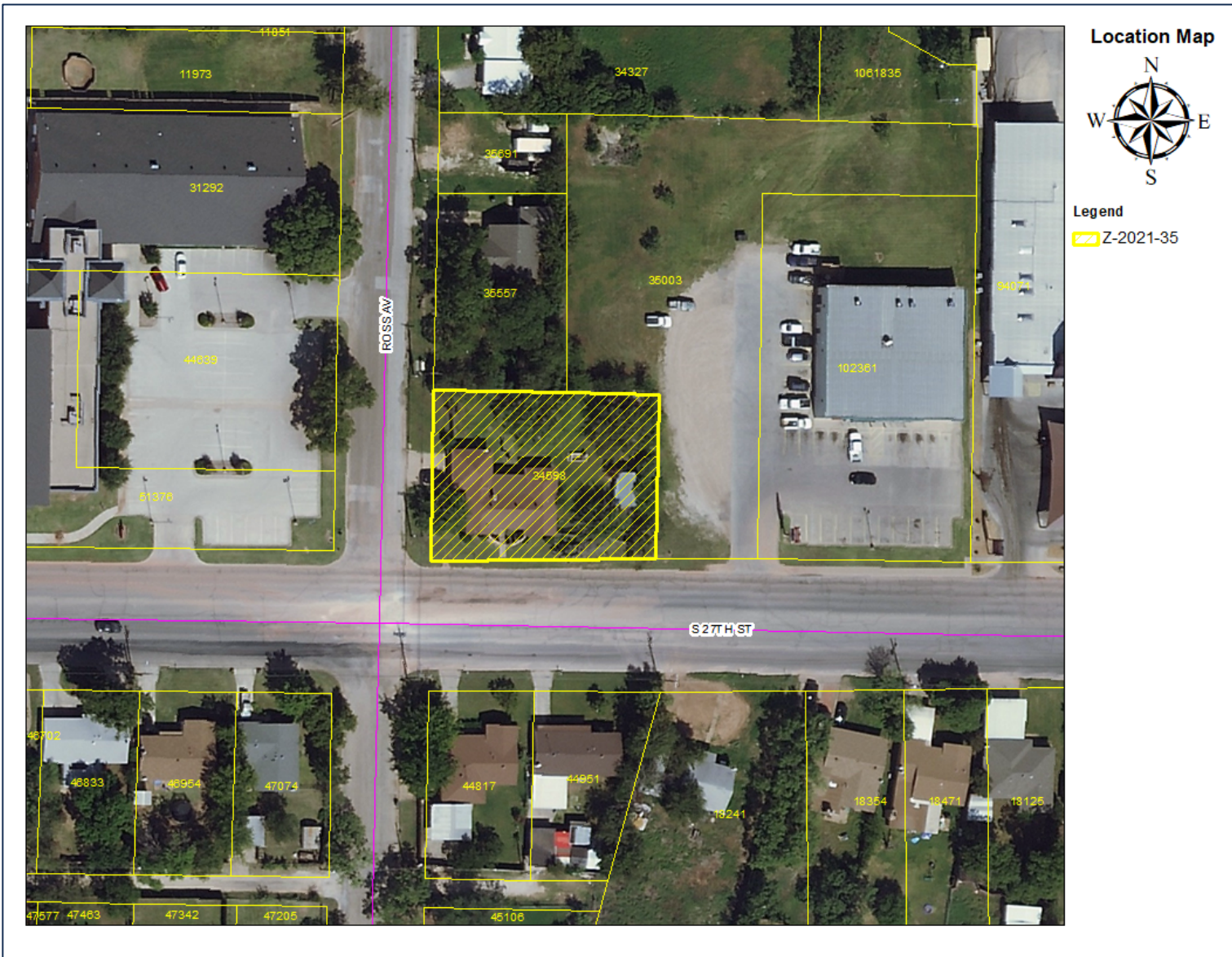
Many of the policies included in the Community Appearance Element of the Plan address guidelines for creating both functional and attractive corridors. For instance, the street environment for pedestrians can be improved by placing buildings closer to the street with detached sidewalks and attractive landscaping. Using the Community Appearance policies as a starting point, the City should establish criteria for each corridor that will create a distinctive visual character, while at the same time reflecting a cohesive citywide image.

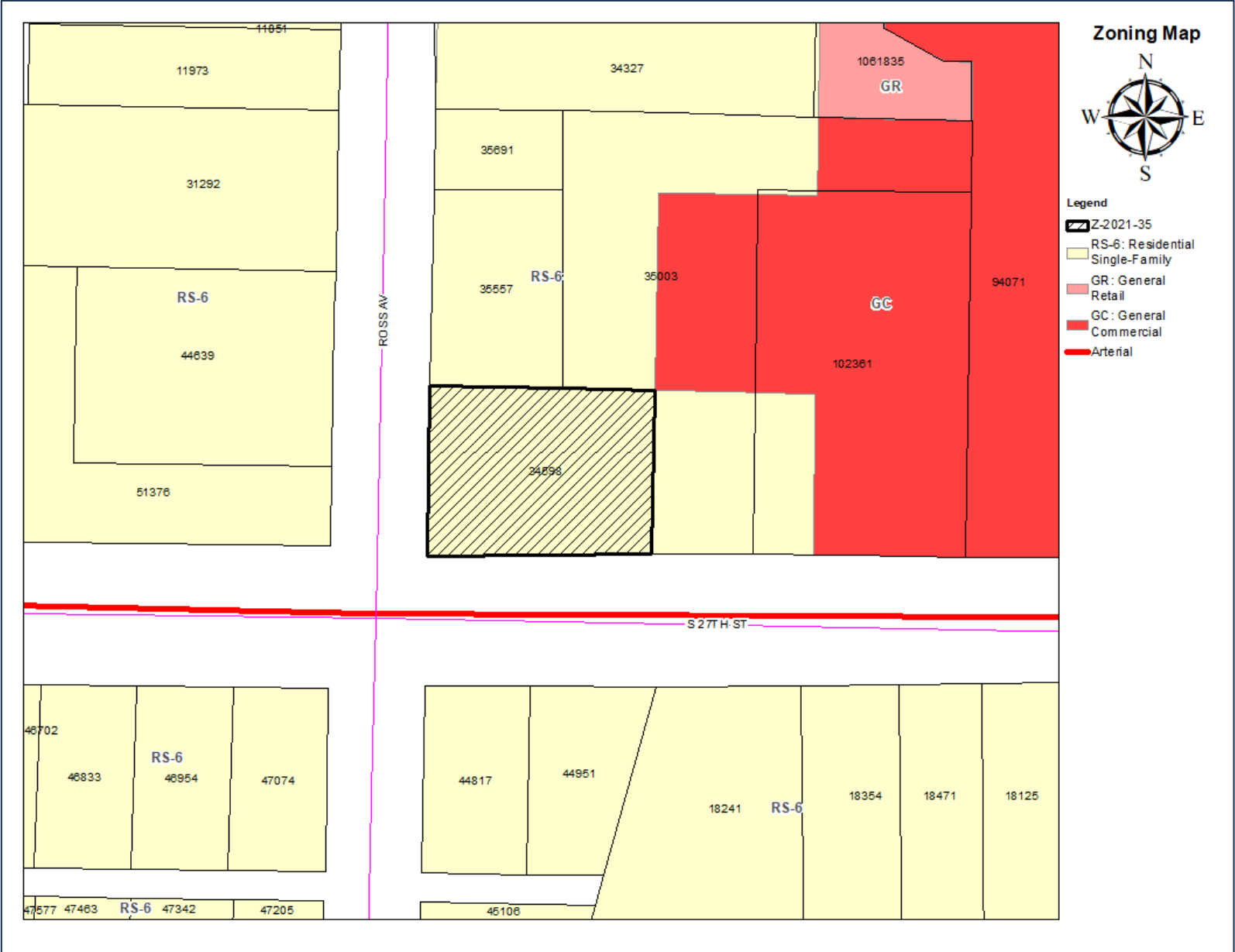
- Strategy 32: Develop Community Enhancement Corridor plans to address the opportunities, constraints, and priorities for each corridor. Plans should include appropriate land use mixes, streetscape improvements, design guidelines, economic development strategies, and a corridor improvements program for capital expenditures.
- Strategy 33: Work with the business community along Community Enhancement Corridors to establish public/private partnerships and appropriate regulatory and/or financial incentives to revitalize private properties and make site improvements.
- Strategy 34: Use overlay zoning or other appropriate ordinances to apply consistent landscaping and signage standards to each corridor.
- Strategy 35: Designate additional Community Enhancement Corridors in appropriate locations through the Super Neighborhood planning process.



Case:	Z-2021-35
Owner:	Broadview Baptist Church
Agent:	Les Campbell
Request:	Rezone from a Single-Family Residential (RS-6) District to a Neighborhood Retail (NR) District
Location:	2414 S. 27 th Street
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	Approval, November 2, 2021

Z-2021-35 LOCATION MAP





Permitted Uses in RS Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in NR Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling - Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sales
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- C Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- C Cultural Facilities
- P Recreation – Outdoors (passive)
- C Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P School: Public/Private

SERVICE

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- C Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Brew Pub
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

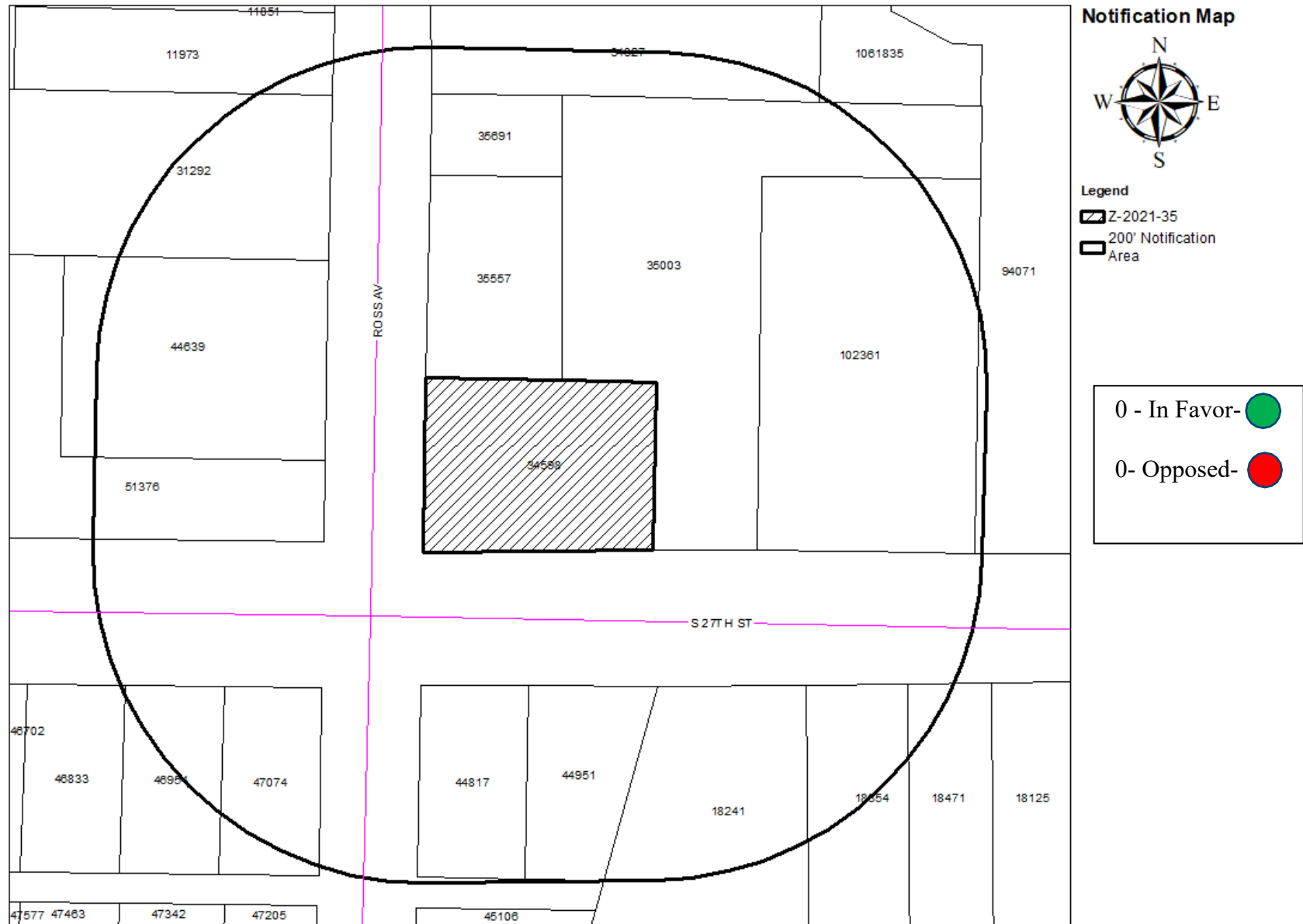
LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Z-2021-35 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **17. Ordinance (First Reading) Z-2021-36: Receive a Report, Hold a Discussion and Take Action on a Request From Abilene Majestic LLC (Represented By Jacob & Martin LLC) To Amend Terms And Conditions Of Planned Development District Number 77 (PD 77) Specifically As They Affect 1.98 Acre Of Now-Vacant Land At 3850 Catclaw Drive In South Abilene, Expanding The Range Of Allowed Uses There To Include (Minor) Repair And Maintenance Of Automobiles And Small Trucks. (Tim Littlejohn)**

GENERAL INFORMATION

Amend Planned Development District 77 (PDD 77) by adding “Oil Change” as a permitted use specifically for Lot 201, Block A, Pak Addition.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval with conditions.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Z-2021-36 Draft Ordinance
2. Z-2021-36 Council Staff Report
3. Z-2021-36 Council presentation

ORDINANCE NO. _____

PAGE 1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE AND CONCERNING PD-77, A PLANNED DEVELOPMENT DISTRICT, AND ORDINANCE NUMBER 38-2002; 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 the Land Development Code of the City of Abilene is hereby amended by changing Ordinance Numbers 38-2002; specifically, 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 ordinance 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 18th day of November, 2021.

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 16th day of October, 2021, 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 2nd day of December, 2021, 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 2nd day of December, 2021.

ATTEST:

Shawna Atkins,
City Secretary

Anthony Williams,
Mayor

APPROVED:

Stanley Smith,
City Attorney

ORDINANCE NO. _____

Exhibit "A"

5th Amendment to Ordinance No. 38-2002.

PART 7:Specific Modifications: The following regulations shall govern the use and development of this Planned Development District:

a. Permitted Uses:

- The use of land shall be restricted to the activities listed below. Specific uses may include home improvement-type businesses, professional offices, and neighborhood commercial-type uses.

ADD: a. Permitted Uses:

- Automobile/small-truck Oil Change and supporting services



Location: 3950 Catclaw Drive

ZONING CASE Z-2021-36

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: November 2, 2021

City Council 1st Reading: November 18, 2021

City Council 2nd Reading: December 2, 2021

Applicant

Owner: Abilene Majestic, LLC.

Agent: Jacob & Martin

Request

Amend Planned Development District 77 (PDD 77) by adding "Oil Change" as a permitted use specifically for Lot 201, Block A, Pak Addition.

Location

3950 Catclaw Drive

Background

This Planned Development District amendment requests incorporates one (1) lot; Lot 201 within Block A of The Pak Addition, City of Abilene, Taylor County, Texas (MRP-5716). This Planned Development District (PDD 77) was created in 2002 (38-2002) with amendments in 2005 (11-2005), 2011 (6-2011), and 2017 (11-2017 & 17-2017). The permitted uses for this entire PD are indicated in ordinance 38-2002, 11-2005, and 11-2017. There are no automotive related uses indicated as a permitted use within this entire PD district. The applicant is requesting this amendment to operate an automobile oil change business on this lot.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the subject property's immediate area are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of Agricultural Open Space (AO) to the west, Planned Development District (PDD 141) to the north, and Multi-Family District (MF) to the south and east.

Criteria Assessment

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;

This subject property and PDD is located within a Major Commercial/Business Activity Center. This specific land use center permits a mix of uses including automobile service stations. It is the opinion of staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan and Future Land Use and Development Plan Map.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of staff that additional proposed permitted use will be appropriate with existing uses in the immediate area.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject properties currently have access to existing utilities and public amenities, which are adequate for servicing the development. The request presents no apparent conflict with existing or proposed plans for community facilities and related infrastructure.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of the staff that that including oil change as a permitted use could affect the general welfare of the surrounding multi-family district to the west.

Staff Recommendation

Staff recommends approval with the following conditions:

- Alter the permitted use language to include "Automobile/small truck oil change."
- Add a limit to the hours of operation for the permitted use "automobile small/truck oil change" from 7:00 am to 7:00 pm C.S.T.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on October 22, 2021 (via certified mail) to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

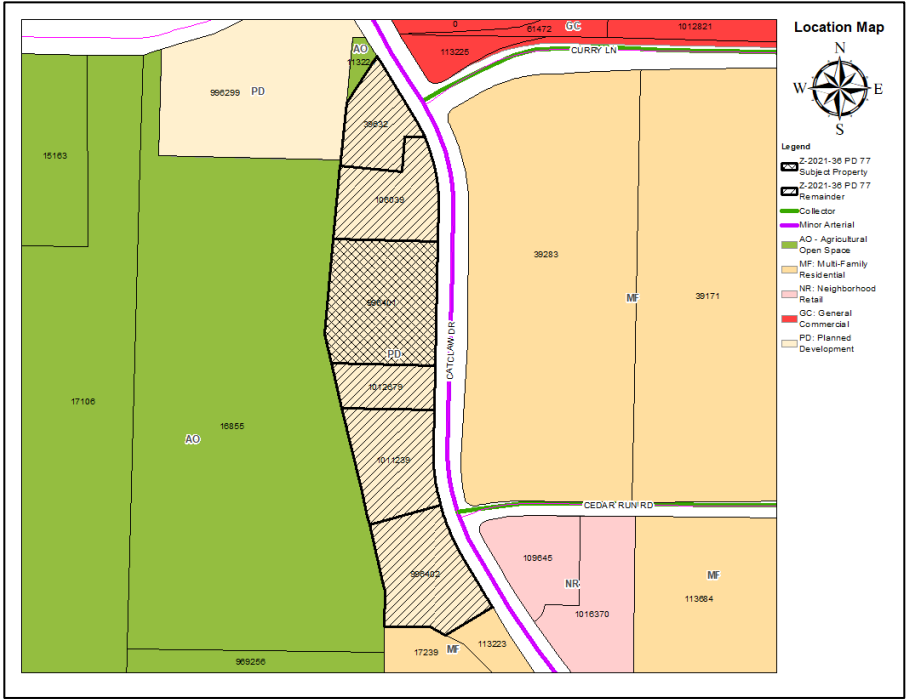
TABLE 1

Owner	Parcel ID	Situs	Response
ABILENE FEDERAL CREDIT UNION	1016370		
ABILENE FEDERAL CREDIT UNION	109645	4001 CATCLAW DR	
ABILENE MAJESTIC LLC SERIES F	996401	3850 CATCLAW DR	IN FAVOR
BELUZ PROPERTIES XII LTD	996299	4449 CURRY LN	
BRAZORIA SMITH LEASE LLC	39632	3726 CATCLAW DR	
CITY OF ABILENE	17239	4302 CATCLAW DR	
CRAWFORD DEBORAH J	61472	3548 CURRY LN	
EAMAS CURRY JUNCTION LLC	39283	3549 CURRY LN	
MORRISON & HALLMARK LP	16855	4491 CURRY LN	
MORRISON & HALLMARK LP	969256		
PAK HARRIS ENTERPRISES LTD	996402	4002 CATCLAW DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1011239	3934 CATCLAW DR	IN FAVOR
RED ARMADILLO LTD	106039	3802 CATCLAW DR	OPPOSED
SHOPS AT ABILENE LP	969243	3701 CATCLAW DR	
TB HAWK LLC	1012679		
TLC PROPERTIES INC	113225		
TURNER B JACK &	113223		
TURNER B JACK &	113224		

Attachments

- Application
- Ordinance 38-2002
- Ordinance 11-2005
- Ordinance 6-2011
- Ordinance 11-2017
- Ordinance 17-2017
- MRP-5716
- Future Land Use Map & Comprehensive Plan Information

ZONING MAP



LOCATION MAP



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** PD 77 Amendment

ID # 21-000149 | **Started** 10/04/2021 at 11:17 AM



Address

3950 Catclaw Dr, Abilene,
TX USA 79606

Legal

Pak Addition Blk Block A
Lot Lot 101 Re
Pak Addn, Block A, Lot
201 Rep, Acres 1.98

Property Info

Property ID: 996401

Description

Amend the PD to add oil change as a use specifically for the tract located at Parcel ID# 996401

INFORMATION FIELDS

Owner Name

Abilene Majestic, LLC.

Agent Name

Jacob & Martin

Block

-

Lot

-

Acreage

-

Legal Description of property

PAK ADDN, BLOCK A, LOT 201 REP, ACRES 1.98

Subdivision Name

-

Current Zoning

PD-77

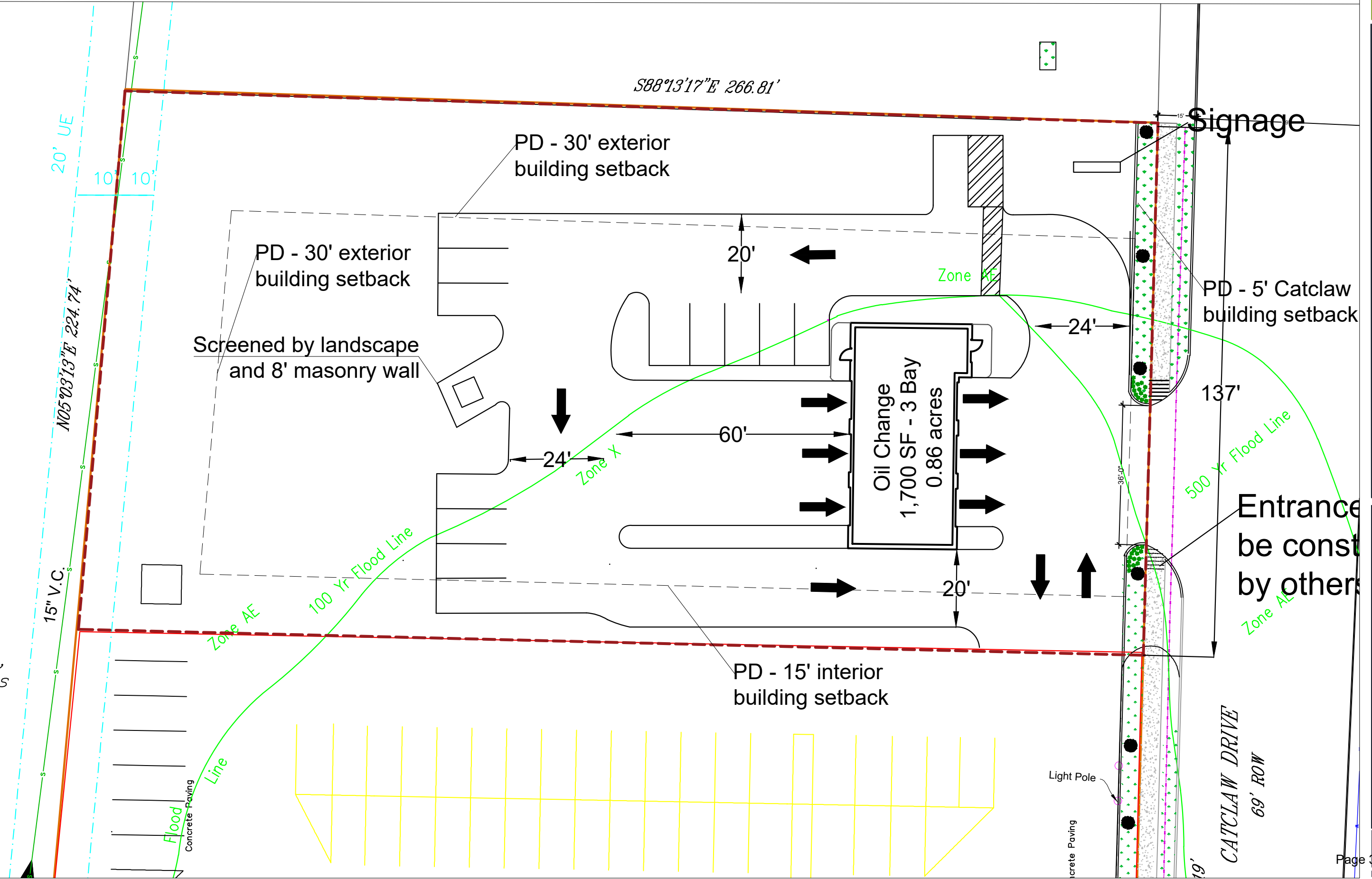
Proposed Zoning

PD-77

Agree to Terms

Clayton Farrow 10-4-2021

K Addition,
nty, Texas



From: Stephen Jackson redarmjeff@gmail.com
Subject: Zone request number Z-2021-36
Date: November 2, 2021 at 12:37 PM
To: planning@abilenetx.gov

My name is Dr. Jeff Jackson. I am the owner of the Red Armadillo, LTD which owns the land and improvements located at 3802 Catclaw Drive which is immediately north and adjoins the property subject to the rezoning request. I purchased my property in 2011 and built a contemporary medical facility know at that time as Dr J Express Care. This facility continues to operate as an urgent care office. Though I no longer own the medical practice, I still own the building and land through my family limited partnership.

I am in opposition to the proposed zoning change. There are no industrial or automotive businesses located in the circled area that the planning and development service mailed me. My opinion is that a professional business, restaurant, or retail commercial business, all of which are represented in the immediate area of this zoning request. I am concerned that an automotive business would adversely affect my property value, and be a poor fit for the developments that have occurred on this stretch of Catclaw Street.

As such, I submit my opposition to Zone request number Z-2021-36.

Yours truly,



S. Jeffery Jackson, M.D.
Owner of Red Armadillo, Ltd
Parcel ID: 106039
Address: 3802 Catclaw Drive

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

CASE #: Z-2021-36

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: RED ARMADILLO LTD
Parcel I.D.: 106039
Address: 3802 CATCLAW DR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____

owner of Red Armadillo, Ltd

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.



PLANNING & DEVELOPMENT SERVICES

ABILENE MAJESTIC LLC SERIES F
201 MESQUITE ST
ABILENE, TX 79601-6014

NOTICE OF PUBLIC HEARING

RE: ZONE CHANGE REQUEST NUMBER Z-2021-36

10/22/2021

The Planning and Zoning Commission will hold a public hearing on **November 2, 2021 at 1:30 PM**, in City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Abilene Majestic LLC (represented by Jacob & Martin LLC) to amend terms and conditions of Planned Development District Number 77 (PD 77) specifically as they affect 1.98 acre of now-vacant land at 3850 Catclaw Drive in south Abilene, expanding the range of allowed uses there to include (minor) repair and maintenance of automobiles and small trucks. Legal description of said 1.98 acre being all of Lot 201 in Block A of the PAK Addition to Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for zone change request. 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 public hearing on **December 2, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Nick Watts at telephone 325-437-4585 or by email address planning@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-36

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ABILENE MAJESTIC LLC SERIES F

Parcel I.D.: 996401

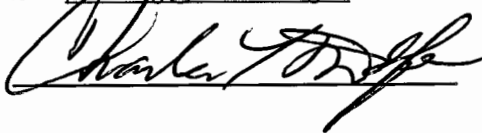
Address: 3850 CATCLAW DR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments

I am opposed ☐

Signature: 



CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

PAK HARRIS ENTERPRISES LTD
PO BOX 5615
ABILENE, TX 79608-5615

NOTICE OF PUBLIC HEARING

RE: ZONE CHANGE REQUEST NUMBER Z-2021-36

10/22/2021

The Planning and Zoning Commission will hold a public hearing on **November 2, 2021 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Abilene Majestic LLC (represented by Jacob & Martin LLC) to amend terms and conditions of Planned Development District Number 77 (PD 77) specifically as they affect 1.98 acre of now-vacant land at 3850 Catclaw Drive in south Abilene, expanding the range of allowed uses there to include (minor) repair and maintenance of automobiles and small trucks. Legal description of said 1.98 acre being all of Lot 201 in Block A of the PAK Addition to Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for zone change request. 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 public hearing on **December 2, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Nick Watts at telephone 325-437-4585 or by email address planning@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-36

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: PAK HARRIS ENTERPRISES LTD

Parcel I.D.: 1011239

Address: 3934 CATCLAW DR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____



PLANNING & DEVELOPMENT SERVICES

PAK HARRIS ENTERPRISES LTD
PO BOX 5615
ABILENE, TX 79608-5615

NOTICE OF PUBLIC HEARING

RE: ZONE CHANGE REQUEST NUMBER Z-2021-36

10/22/2021

The Planning and Zoning Commission will hold a public hearing on **November 2, 2021 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Abilene Majestic LLC (represented by Jacob & Martin LLC) to amend terms and conditions of Planned Development District Number 77 (PD 77) specifically as they affect 1.98 acre of now-vacant land at 3850 Catclaw Drive in south Abilene, expanding the range of allowed uses there to include (minor) repair and maintenance of automobiles and small trucks. Legal description of said 1.98 acre being all of Lot 201 in Block A of the PAK Addition to Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for zone change request. 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 public hearing on **December 2, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Nick Watts at telephone 325-437-4585 or by email address planning@abilenetx.gov

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

CASE #: Z-2021-36

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Name: PAK HARRIS ENTERPRISES LTD
Parcel I.D.: 996402
Address: 4002 CATCLAW DR

Email: planning@abilenetx.gov

I am in favor ☒ I am opposed ☐
Additional Comments:

Signature: _____

ORDINANCE NO. 38-2002

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-77 PLANNED DEVELOPMENT DISTRICT; 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, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 10 day of October A.D. 2002.

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 6 day of October, 2002, 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 24 day of October, 2002, 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 24 day of October, A.D. 2002.

ATTEST:

D. Moore
CITY SECRETARY

Grady Bass
MAYOR

APPROVED:

Sharon L. Hicks
CITY ATTORNEY

ORDINANCE NO. 38-2002

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 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 District shall be in accordance with the 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 District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District 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 District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From LC & RM-2 (Limited Commercial & Residential Multi-Family) District to PDD (Planned Development) District.

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.

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

BEING 6.967 acres of land out of Tract No. 2, a subdivision of the J. E. Sheppard Survey No. 96, Abilene, Taylor County, Texas, and being part of that certain 122.376 acre tract recorded in Volume 1093, Page 818, Deed records, Taylor County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod, found for the Northwest corner this tract same being the Southwest corner of Lot 1, Block A, Section 1, Continuation No 4, Curry Park Addition, Abilene, Taylor County, Texas, recorded in Plat Cabinet 7, Slide 666, Plat Records, Taylor County, Texas, from which the Northwest corner of said Tract No. 2 bears N 4°00'E 258.00 feet and the Northeast corner of the J. E. Sheppard Survey No. 96 by deeds bears N 4°00'E 258.00 and S 89°59'E 3555.20 feet;

THENCE S 89°59'E 207.81 feet to a 3/8" iron rod, found in a curve to the right on the West boundary line of Catclaw Drive for the Northeast corner this tract same being the Southeast corner of said Lot 1;

THENCE along said curve to the right having a radius of 387.89 feet, a partial delta of 26°23'43", on a chord bearing of S 13°10'52"E 177.12 feet, for an arc distance of 128.70 feet to a 3/8" iron rod, found for the P.T. of said curve;

THENCE S 0°01'E 612.93 feet (called 612.66 feet) to a 3/8" iron rod, found for the P.C. of a curve to the left;

THENCE along said curve to the left having a central angle of 32°00', a radius of 534.50 feet, on a chord bearing of S 16°00'10"E 294.66 feet, for an arc distance of 298.52 feet to a 3/8" iron rod, found for the P.T. of said curve;

THENCE S 31°59'02"E 93.38 feet (called 93.34 feet) to a 3/8" iron rod, found for the P.C. of a curve to the left;

THENCE along said curve to the left having a partial delta of 1°29'03", a radius of 2171.53 feet, on a chord bearing of S 32°44'E 56.25 feet for an arc distance of 56.26 feet;

THENCE S 58°00'32"W 139.57 feet along the Northwest line of a 0.0875 acre Easement Deed recorded in Volume 1977, Page 95, Official Public Records, Taylor County, Texas, to a point on the Northeast line of a 8.78 acre pond deed recorded in Volume 1789, Page 269, Official Public Records, Taylor County, Texas'

ORDINANCE NO. 38-2002

EXHIBIT "A"

Page 3

THENCE N 64°00'W 45.59 feet to a point for a corner of said 8.78 acre tract;

THENCE S 89°00'W 121.0 feet to a 3/8" iron rod and cap, set for the Northwest corner of said 8.78 acre tract on the West boundary line of said Tract No. 2;

THENCE N 1°00'W 86.00 feet to a 3/8" iron rod, found for a corner of said Tract 2;

THENCE N 14°30'W 648.61 feet to a 3/8" iron rod, found for a corner of said Tract 2;

THENCE N 4°00'E 508.59 feet to the POINT OF BEGINNING and containing 6.967 acres of land more or less.

Bearings based on the West boundary line of Catclaw Drive as Platted as N 0°01'E between 3/8" iron rods found.

Certified correct as surveyed on the ground September, 2002.

Location:

Catclaw Drive, between Curry Lane & Cedar Run, west side

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for commercial development and related activities of a large tract which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

The following regulations shall govern the use and development of the Planned Development District (PDD) for the two parcels of land located off Catclaw Drive, between Curry Lane and Cedar Run Drive.

a. Permitted Uses:

- The use of land shall be restricted to the activities listed below. Specific uses may include home improvement type businesses, professional offices, and neighborhood commercial-type uses.

Home Improvement Type Businesses:

- Plumbing Supply
- Appliance Repair
- Paint Supply
- Carpet
- Specialty Home Improvement
- Hardware Store
- Electrical Supplies
- Furniture stores/galleries

Professional Offices

- Including legal, medical, insurance, or financial offices.

Mixed-Use Strip Mall (Neighborhood Commercial)

- Video Shop
- Dry Cleaners
- Barber Shop/Salon
- Coffee Shop
- Golf Shop
- Bicycle Shop
- Photographic Services
- Printing

- Tailoring
- Shoe Shop
- Watch, Clock, Jewelry Repair/Sales
- Gifts, Novelties, Souvenirs
- Liquor store
- Pharmacy/Drugstore
- Convenience Store
- Specialty café/restaurant

b. Area, Height, Placement:

- Buildings shall be limited in height to 30 feet, excluding architectural exceptions generally allowed by the Zoning Ordinance of the City of Abilene.
- Due to floodway constraints and aesthetic concerns, the developer is encouraged to build parking in the rear of the proposed development. The building setbacks shall be determined in accordance to the placement of the parking. If parking is placed in the rear of the building, the front setback shall be a minimum of 5 feet from Catclaw Drive, and 30 feet on all other sides. If parking is placed in the front of the development, the front setback shall be a minimum of 30 feet from Catclaw Drive, and 30 feet on all other sides.

c. Landscaping:

- A landscaped area shall be extended along the streetside boundary, on private property. Landscaping shall mean the planting and maintenance of living materials such as grass, trees, shrubs, and/or flowers, etc. The landscaping shall include at least 6 trees, spaced at intervals that would allow for ultimate growth and health. Suitable planting materials are provided in the City of Abilene Zoning Ordinance. Required landscaping shall be installed in association with erection of buildings on said parcels, prior to occupancy of buildings.
- If the parking lot is located at the rear of the building, the landscaped area shall be a minimum of 5 feet in width. If the parking lot is established in the front of the building, the landscaped area shall be a minimum of 10 feet in width.

d. Signage:

- The location, size, type, and character of signs shall be regulated by the City of Abilene.
- No portable or billboard-type signs are allowed.
- Wall signs shall occupy no more than 20% of the wall they occupy.

- A large pole sign containing multiple business identification signs is encouraged. Individual pole signs advertising a business shall not exceed 40 square feet. If at least $\frac{3}{4}$ of the businesses locate their identification signs on one pole, the total square footage of the pole sign may be increased to 120 square feet, maximum.
- If a monument sign is erected and advertises a single business, it shall not exceed 60 square feet.
- If a monument sign is erected and advertises $\frac{3}{4}$ of the businesses located in the development, the square footage maximum shall be increased to 120 square feet.
- No signs shall extend into the public-right-of-way.
- Pole signs shall have a minimum grade clearance of 8 feet.

e. Access Control:

- The driveways shall be located so as to not interfere with traffic operations at other driveways or street intersections. Layout and location of all driveways is subject to the approval of the Traffic and Transportation Administrator.
- Two scenarios have been developed for driveway appearance and function:

Scenario 1:

If parking is located in the rear of the development, three driveways will be allowed. All driveways shall have a curbed landscaped island. The island shall be at least 20 feet long, and 8 to 14 feet wide. Plantings within the island shall consist of drought-tolerant flowering plants or shrubs. Examples of regional plants may be found in the City of Abilene Zoning Ordinance. These plants shall not exceed a mature height of 30 inches.

Scenario 2:

If parking is located in the front of the development, two driveways will be allowed. Curbed landscaped islands shall not be located within the driveways.

f. Storage:

- No outside storage is to be conducted on said property (including appliances, boxes of any sort, and storage containers).

g. Refuse:

- Refuse containers shall be located in the rear of the development. The containers shall be screened with a wood or masonry fence, of a minimum height of 8 feet, or shielded with a row of shrubs/hedges of a variety that would grow tall enough to hide the receptacle. The hedges must be a minimum of 4 feet in height when planted.

h. Development Schedule:

If a building permit is not obtained within 2 years, the Planning Director shall initiate rezoning to the previous designation.

-END-

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-77 AND ORDINANCE NO. 38-2002 A PLANNED DEVELOPMENT DISTRICT; 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, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing Ordinance No. 38-2002, as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

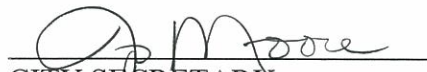
PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 10th day of March A.D. 2005.

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 16th day of March, 2005, 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 14th day of April, 2005, 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 14th day of April, A.D. 2005.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

Exhibit "A"

1st Amendment to Ordinance No. 38-2002

PART 5: Legal Description:

ADD:

- The following .54 Acre tract shall be added to the existing PDD (PDD #77, Ordinance 38-2002): Curry Park Addition, Section 1, Block A, Lot 1, Continuation 4

PART 7: Specific Modifications

ADD: a. Permitted Uses: Mixed Use Strip Mall (Neighborhood Commercial)

- Variety Stores

DELETE: b. Area, Height, Placement:

- Due to floodway constraints and aesthetic concerns, the developer is encouraged to build parking in the rear of the proposed development. The building setbacks shall be determined in accordance to the placement of the parking. If parking is placed in the rear of the building, the front setback shall be a minimum of 5 feet from Catclaw Drive, and 30 feet on all other sides. If parking is placed in the front of the development, the front setback shall be a minimum of 30 feet from Catclaw Drive, and 30 feet on all other sides.

ADD: b. Area, Height, Placement:

- Due to floodway constraints and aesthetic concerns, the developer is encouraged to build parking in the rear of the proposed development. The building setbacks shall be determined in accordance to the placement of the parking. If parking is placed in the rear of the building, the front setback shall be a minimum of 5 feet from Catclaw Drive, 30 feet from exterior PDD boundaries, and 15 feet from interior PDD boundaries. If parking is placed in the front of the development, the front setback shall be a minimum of 30 feet from Catclaw Drive, 30 feet from exterior PDD boundaries, and 15 feet from interior PDD boundaries.

DELETE: c. Landscaping:

- A landscaped area shall be extended along the streetside boundary, on private property. Landscaping shall mean the planting and maintenance of living materials such as grass, trees, shrubs, and/or flowers, etc. The landscaping shall include at least 6 trees spaced at intervals that would allow for ultimate growth and health. Suitable planting materials are provided in the City of Abilene Zoning Ordinance. Required landscaping shall be installed in association with erection of buildings on said parcels, prior to occupancy of buildings.

ADD: c. Landscaping

- A landscaped area shall be extended along the streetside boundary, on private property. Landscaping shall mean the planting and maintenance of living materials such as grass, trees, shrubs, and/or flowers, etc. The landscaping shall include at least **24** trees spaced at intervals that would allow for ultimate growth and health. Trees shall consist of

minimum caliper of 3 inches at time of planting. Suitable planting materials are provided in the City of Abilene Zoning Ordinance. Required landscaping shall be installed in association with erection of buildings on said parcels, prior to occupancy of buildings.

- Xeriscape principles shall be utilized.

DELETE: d. Signage

- A large pole sign containing multiple business identification signs is encouraged. Individual pole signs advertising a business shall not exceed 40 square feet. If at least $\frac{3}{4}$ of the businesses locate their identification signs on one pole, the total square footage of the pole sign may be increased to 120 square feet, maximum.
- If a monument sign is erected and advertises $\frac{3}{4}$ of the businesses located in the development, the square footage maximum shall be increased to 120 square feet.
- Pole signs shall have a minimum grade clearance of 8 feet.

ADD: d. Signage

- A maximum of three monument-style group signs, not to exceed 8 feet in height and 96 square feet in area, shall be permitted within the area governed by the PDD.
- Monument signs shall consist of materials such as masonry, brick, etc.
- A maximum of one monument sign shall be permitted per platted lot.
- Additional low-lying landscaping shall be provided in the area at the base of the sign.
- Wall signage shall be limited to a maximum of 10% coverage of any wall.

ADD: Building Design: Massing and Scale

- Streetside exterior façades, facing Catclaw Drive, shall include architectural detail that acknowledges the length of the street and provide visual interest to both motorists and pedestrians:
 - Visual enhancements shall include architectural detail such as building offsets and variation in color, texture, and materials, which will serve to reduce the apparent mass of a large building

ADD: Sidewalks:

- A sidewalk of at least 5 feet in width shall be constructed along Catclaw Drive. Required sidewalks shall be installed in association with erection of buildings on said parcels, prior to occupancy of buildings.

ADD: Lighting:

- Lighting for driveways or other common areas shall be in accordance with the regulations stated in the City of Abilene Zoning Ordinance.
- All lighting shall be fully shielded and directed away from residential areas adjacent to the subject parcels.
- Decorative lighting shall be provided along the Catclaw Drive frontage.

-END-

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART B, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-77 AND ORDINANCE NO. 38-2002 A PLANNED DEVELOPMENT DISTRICT; 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, Subpart B, known as the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 38-2002, as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 24th day of February, A.D. 2011.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of January, 2011, 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 10th day of March, 2011, 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 10th day of March, A.D. 2011.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

Exhibit 'A'

2nd Amendment to Ordinance No. 38-2002:

PART 7: Specific Modifications

DELETE: e. Access Control:

- Two scenarios have been developed for driveway appearance and function:

Scenario 1:

If parking is located in the rear of the development, three driveways will be allowed. All driveways shall have a curbed landscaped island. The island shall be at least 20 feet long, and 8 to 14 feet wide. Plantings within the island shall consist of drought-tolerant flowering plants or shrubs. Examples of regional plants may be found in the City of Abilene Zoning Ordinance. These plants shall not exceed a mature height of 30 inches.

Scenario 2:

If parking is located in the front of the development, two driveways will be allowed. Curbed landscaped islands shall not be located within the driveways.

ADD: e. Access Control:

- A total of six driveways will be allowed within the entire PD boundary. Driveways may or may not have a curbed landscaped island. If a landscaped island is provided, the island shall be at least 20 feet long, and 8 to 14 feet wide. Plantings within the island shall consist of drought-tolerant flowering plants or shrubs. Examples of regional plants may be found in the City of Abilene Zoning Ordinance. These plants shall not exceed a mature height of 30 inches.
- In no case shall there be more driveways than allowed by the City of Abilene Driveways and Access Management standards.

-END-

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART B, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-77 AND ORDINANCE NO. 38-2002 A PLANNED DEVELOPMENT DISTRICT; 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, Subpart B, known as the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 38-2002, 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 23rd day of March, A.D. 2017.

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 17th day of February, 2017, 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 13th day of April, 2017, 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 13th day of April, A.D. 2017.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 11-2017
EXHIBIT "A"
PAGE 2

Exhibit 'A'

3rd Amendment to Ordinance No. 38-2002:

PART 5: Legal Description:

Lot 1, Block A, PAK Addition. Being a parcel of 3.652 acres in size. Located at 3934 and 3950 Catclaw Drive.

ADD:

PART 7: Specific Modifications

ADD: a. Permitted Uses: Mixed Use Strip Mall (Neighborhood Retail)

- Indoor Recreation (Active)

-END-

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.

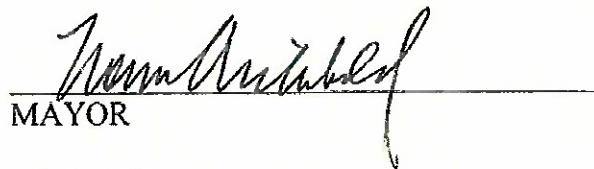
PASSED ON FIRST READING this 25th day of May, A.D. 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 14th day of April, 2017, 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 08th day of June, 2017 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 08th day of June, A.D. 2017.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Amend the terms and conditions of PD77 (Planned Development 77) to allow for increased hours of operation for Indoor Recreation use on Lot 1, Block A, PAK Addition, from 6 am-11pm to 5 am-11 pm.

Legal Description: Lot 1, Block A, PAK Addition.

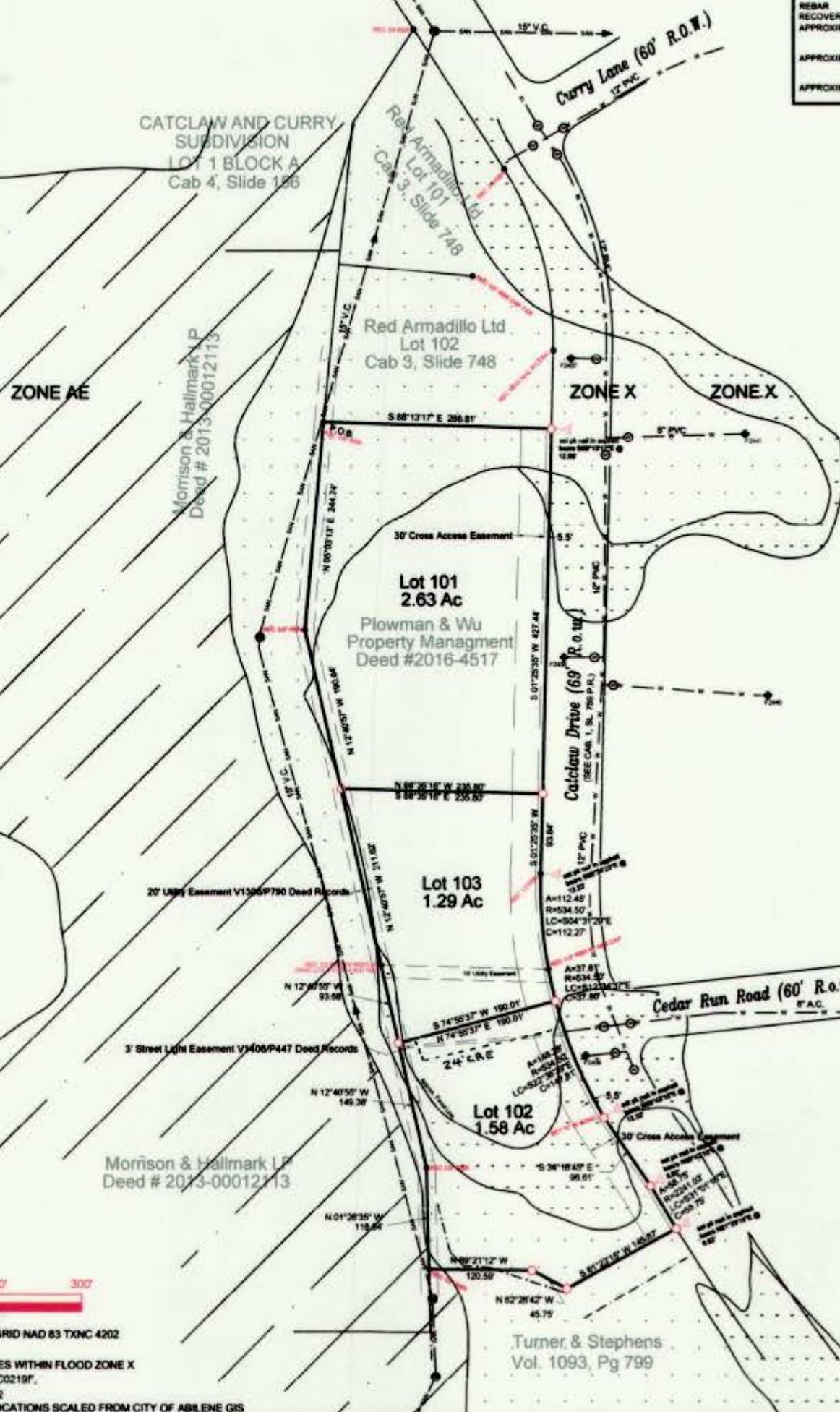


Location: 3934 and 3950 Catclaw Drive.

-END-

LOTS 101-103, BLOCK A, BEING A REPLAT OF LOTS 1 & 2, BLOCK A, PAK ADDITION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS. AS RECORDED IN CAB 4 SLIDE 162 PLAT RECORDS

LEGEND:	
BOUNDARY LINE	---
FENCE	---
SANITARY SEWER	---
WATER LINE	---
WATER VALVE	○
SANITARY SEWER MANHOLE	○
FIRE HYDRANT	○
SET 12" RBR WITH CAP MKD	○
"SHEPPARD 3597" (unless otherwise noted)	○
SET PK NAIL FOR REFERENCE	△
REBAR	---
RECOVERED	---
APPROXIMATE FLOODPLAIN AREA	---
APPROXIMATE 1% CHANCE FLOODPLAIN AREA	---
APPROXIMATE 0.2% CHANCE FLOODPLAIN AREA	---



PLANNING COMMISSION THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 177A, VENUE'S ANNOTATED CIVIL STATUTES, AND ARTICLE 223B, PENAL CODE OF TEXAS, AS AMENDED. DATE: 11-15-16 ATTEST: [Signature] DATE: 11-15-16 PLANNING DIRECTOR: [Signature]	PLANNING DIRECTOR FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS. 11-15-16 MRP-5716 DATE: 11-15-16 FILE NUMBER: MRP-5716 PLANNING DIRECTOR: [Signature] FEES: [Signature]
DIRECTOR OF PUBLIC WORKS THE DEDICATION FILED IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS. 11-18-16 Michael Rice DATE: 11-18-16 DIRECTOR OF PUBLIC WORKS	COUNTY CLERK I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON 11/21/16 2016-000181098 DATE: 11/21/16 FILE NUMBER: 2016-000181098 COUNTY CLERK: [Signature] COUNTY TEXAS: [Signature] DEPUTY: [Signature]

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF LOTS 101-103, BLOCK A, BEING A REPLAT OF LOTS 1 & 2, BLOCK A, PAK ADDITION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS.

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LAKES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON. THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

SEE ATTACHED FIELD NOTES

EXECUTED THIS THE 31 DAY OF October 2016
[Signature]
Mark Plowman
Plowman & Wu Property Mgmt. LLC

EXECUTED THIS THE 2ND DAY OF NOVEMBER 2016
[Signature]
Bobbie Lee Wolfe
Pak Harris Enterprises, LTD

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TAYLOR:

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED Bobbie Lee Wolfe

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID Pak Harris Enterprises, LTD

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS THE 31 DAY OF October A.D. 2016

JOSHUA JOHNSON
Notary Public, State of Texas
Notary ID #13038762-3
My Commission Expires 09-29-2019
COUNTY OF TAYLOR:

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED Mark Plowman

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID Plowman & Wu Property Mgmt. LLC

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS THE 2nd DAY OF November A.D. 2016

HEATHER DAVIS
Notary Public, State of Texas
Notary ID #12461925-2
My Commission Expires 09-29-2019
COUNTY OF TAYLOR:

GENERAL NOTES

SHEET 1 of 1 SHEETS 239479 sq ft ACREAGE 5.5 Acres

SCALE 1" = 100' SMALLEST LOT 56034 sq ft LARGEST LOT 114728 sq ft

LOT WIDTH MIN MAX LOT DEPTH MIN MAX

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF TAYLOR COUNTY, TEXAS.

LOTS 101-103, BLOCK A, BEING A REPLAT OF LOTS 1 & 2, BLOCK A, PAK ADDITION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS.

PLAT DESCRIPTION: [Signature]
DATE: 10-27-2016
REGISTERED PROFESSIONAL LAND SURVEYOR

SHEPPARD SURVEYING



BEARINGS AND DISTANCES ARE GRID NAD 83 TXNCR 4202 BASED UPON RTK NETWORK

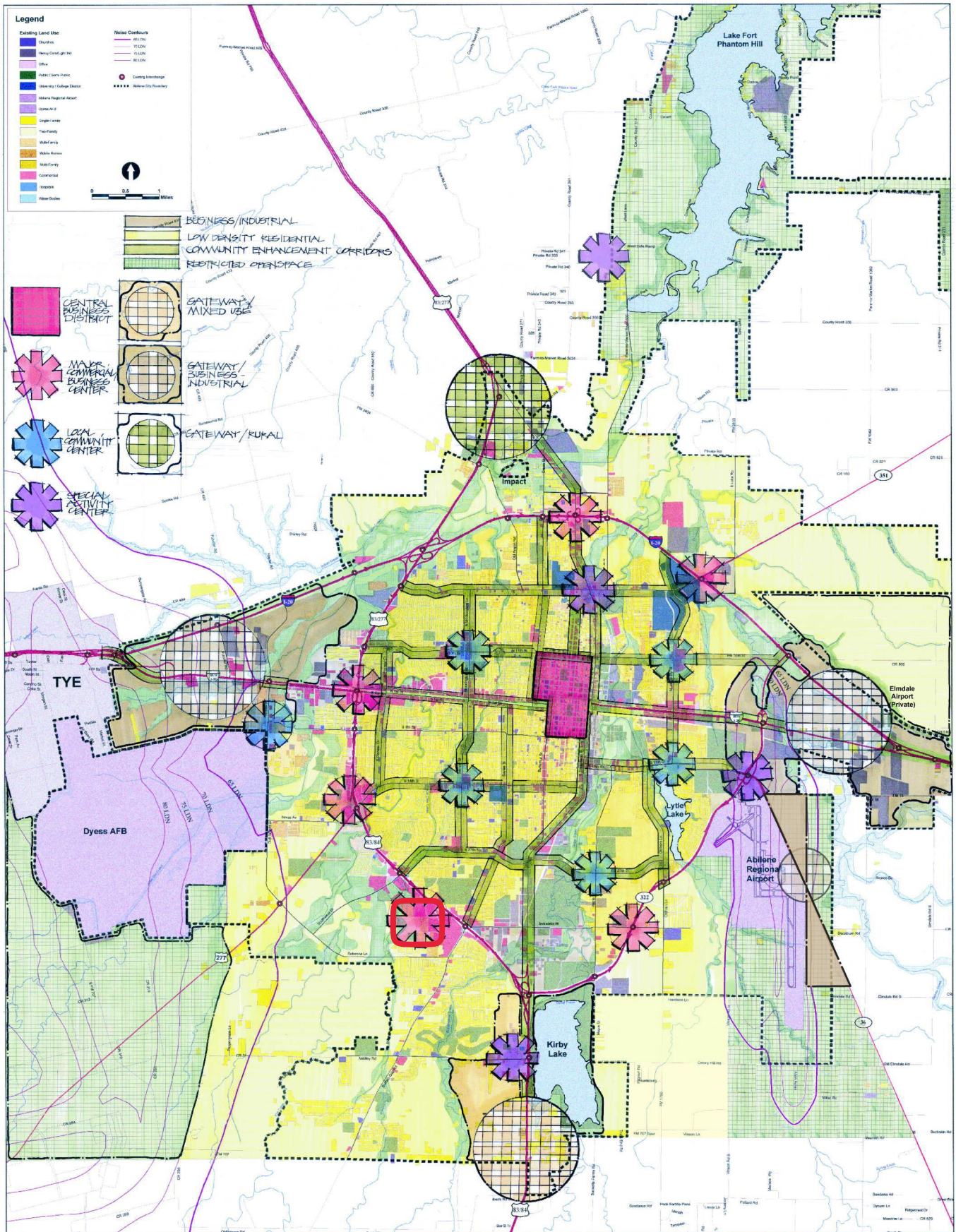
A PORTION OF THIS PROPERTY LIES WITHIN FLOOD ZONE X AS PER FIRM MAP NUMBER 45411C0219F, EFFECTIVE DATE JANUARY 6, 2012

NOTE: SEWER AND WATERLINE LOCATIONS SCALED FROM CITY OF ABILENE GIS

SURVEYOR:
Maxey Sheppard
Sheppard Surveying Co., Inc.
1013 Energy Drive
Abilene, Texas 79602
325-695-6277

OWNER:
Pak Harris Enterprises LTD
PO Box 5615
Abilene, Texas 79608

Turner & Stephens
Vol. 1093, Pg 799



Future Land Use and Development Plan

LAND USE AND DEVELOPMENT

Major Commercial/Business Activity Center

Discussion: Major Commercial/Business Activity Centers have a similar mix of uses and features as Local Activity Centers but at higher concentrations since its market area is the entire Abilene region. The business component should include primarily non-service related jobs. By combining commercial and employment uses, residents and employees can access mutually supportive activities in a single, integrated regional destination. Business services, hotels, convenience retail, daycare, restaurants, and multifamily housing will all provide convenient services for employees. Major Commercial/Business Activity Centers should include a range of mixed uses from major shopping centers, like the Mall of Abilene, to a corporate headquarters. The centers should have good external access from the Interstate and/or highways that connect to an internal circulation system of local streets, pedestrian walkways, and parking areas. (See Figure 7)

Strategy 26: Use the following planning guidelines to develop Major Commercial/Business Centers:

Purpose:

Provide the highest level of commercial, service, and employment concentration outside of the downtown.

Market Radius:

Community-wide

Market Population:

30,000 +

Site Area:

Approximately 60 acres +



LAND USE AND DEVELOPMENT

Local Activity Center

Discussion: Local Activity Centers contain a mix of shopping, employment, entertainment, and civic uses for a number of surrounding neighborhoods. They are created around neighborhood planning concepts, but the size and scale of uses, such as schools, parks, and shopping facilities have evolved to larger forms because they serve more than one neighborhood. A Local Activity Center could contain a large supermarket, chain retail/discount store, specialty shops, service stations, large churches, a community park, mid-size offices, and a middle school. Local Activity Centers should be surrounded by higher-density housing, with residential intensities decreasing closer to single-family areas. Because Local Activity Centers serve multiple neighborhoods, they should be designed to balance automobile access with pedestrian access and circulation, as well as good transit connections to and from the surrounding neighborhoods. The intent of a Local Activity Center is for residents to be able to park once and walk between several destinations within the Center. (See Figure 6)

All of the Local Activity Centers identified on the Land Use and Development Plan are designated within the urbanized area to help shape the city's form. The network of Local Activity Centers, linked by Enhancement Corridors, will help strengthen the identity of the central city, reduce service costs, and ultimately bring more jobs closer to residences. In addition, many of the Local Activity Centers are significant redevelopment opportunities. New development in these areas will require that the City remove regulatory barriers that may exist and target public investments to create developer interest at these sites.

Strategy 25: Use the following planning guidelines to develop Local Activity Centers:

Purpose:

Provide a higher concentration and greater variety of activity for several neighborhoods, including a mix of commercial, employment, entertainment, housing, and civic services.

Market Radius:

3 - 4 miles driving distance

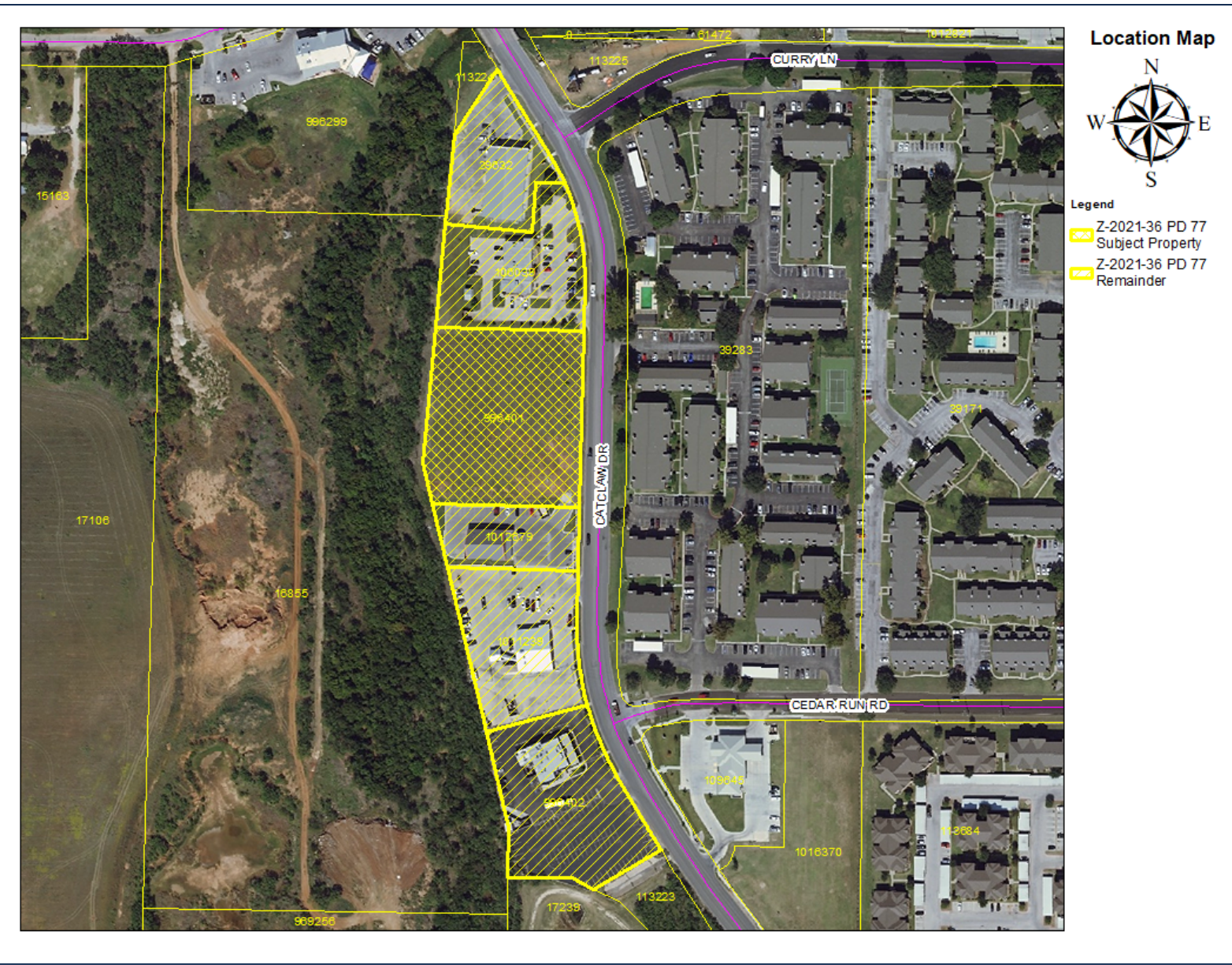
Market Population:

10,000 - 20,000

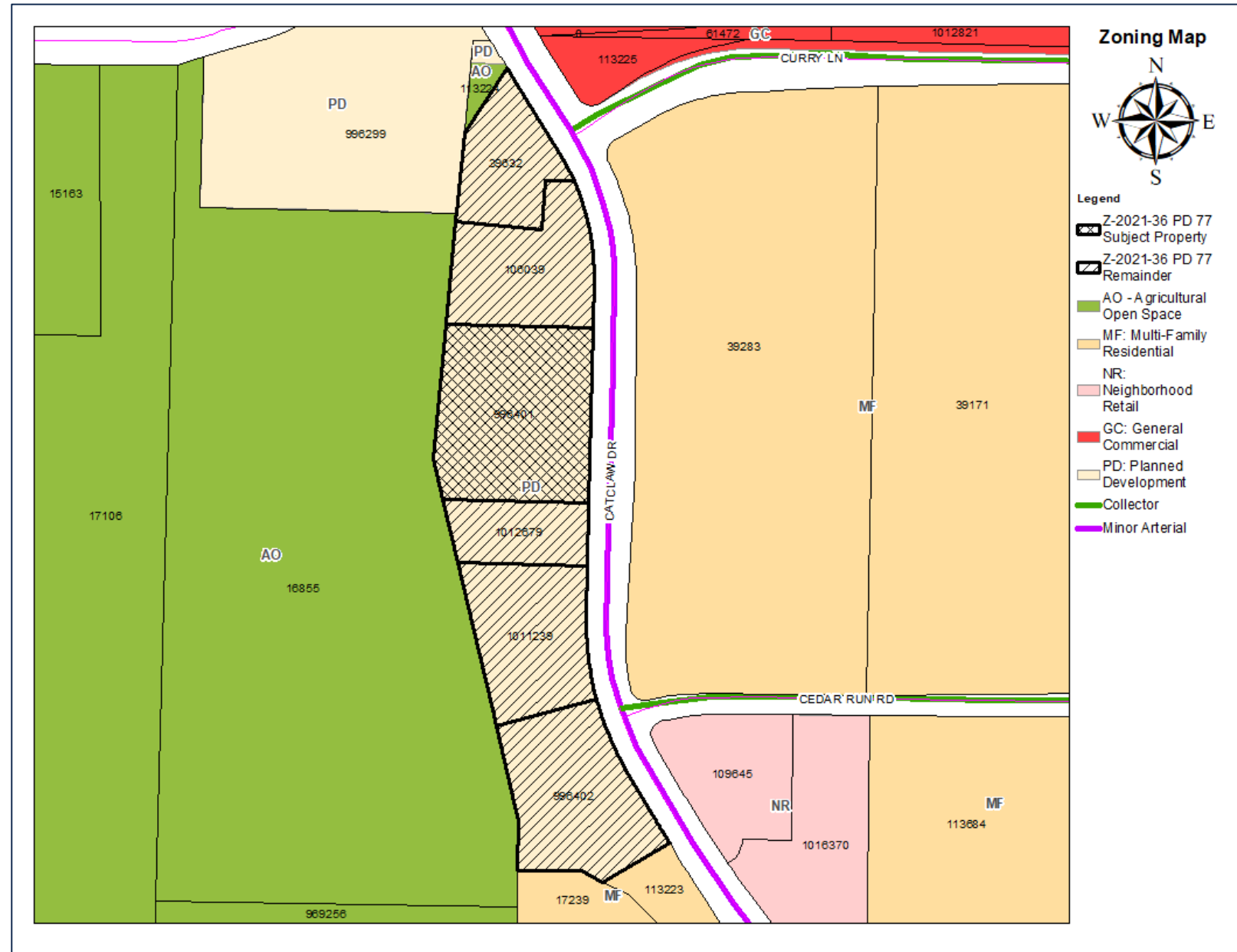


Case:	Z-2021-36
Owner:	Abilene Majestic, LLC.
Agent:	Jacob & Martin
Request:	Amendment to Planned Development 77
Location:	3950 Catclaw Dr.
Notification:	2 in Favor, 1 Opposed
Planning & Zoning:	Approval, November 2, 2021

Z-2021-36 LOCATION MAP



Z-2021-36 ZONING MAP



Lot 102, Pak Add.



Lot 101, Curry Park Add.



Lot 103, Pak Add.



**Lot 102, Curry Park Add.
Neighboring Property
(north)**



**Lot 202, Pak Add.
Neighboring Property
(south)**



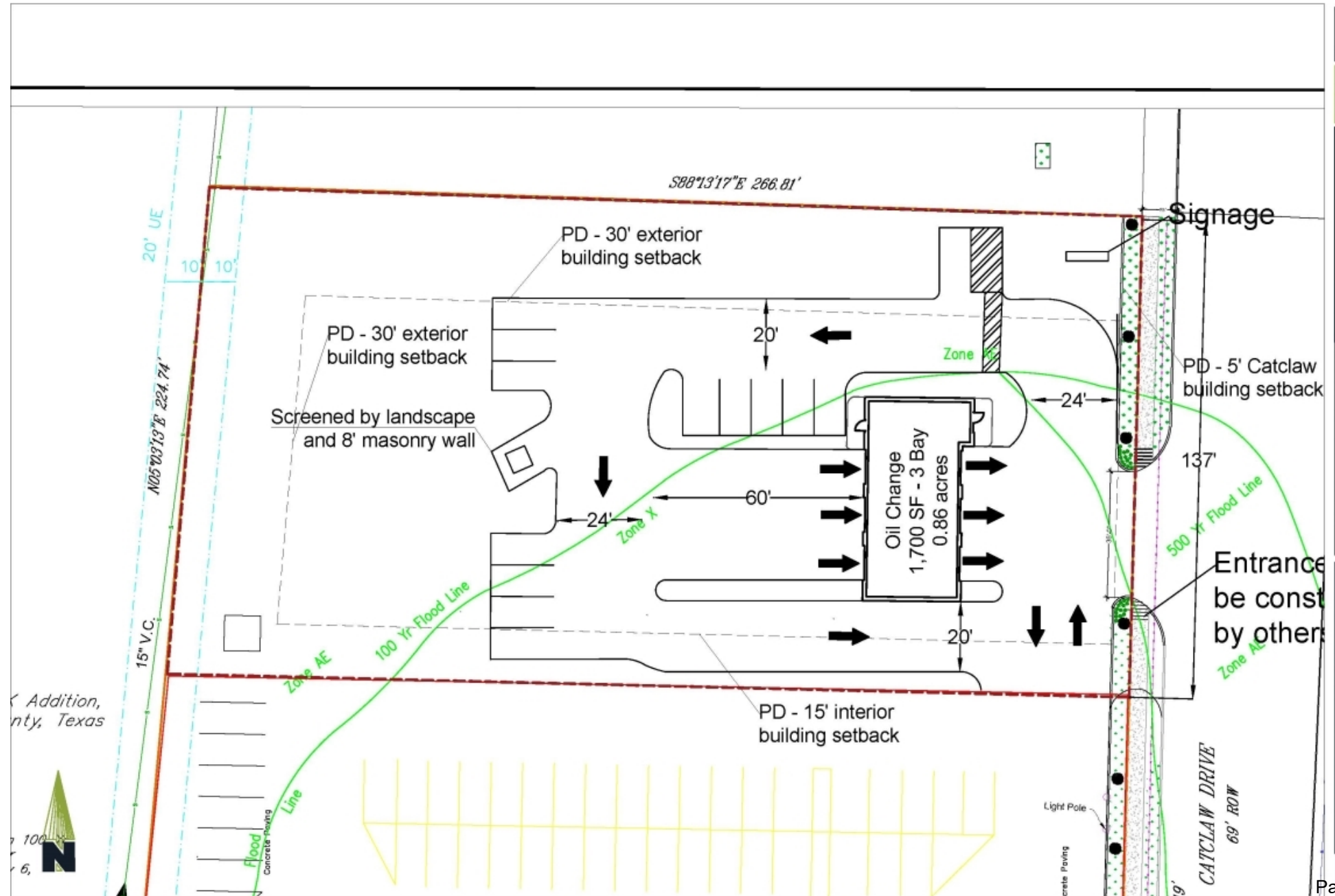
**Neighboring
Property (west)**



**Lot 201, Pak Add.
Subject Property**



Z-2021-36 Concept Site Plan



1
REVISION NO.

8/2/21
DATE CREATED

GRAPHIC
SCALE

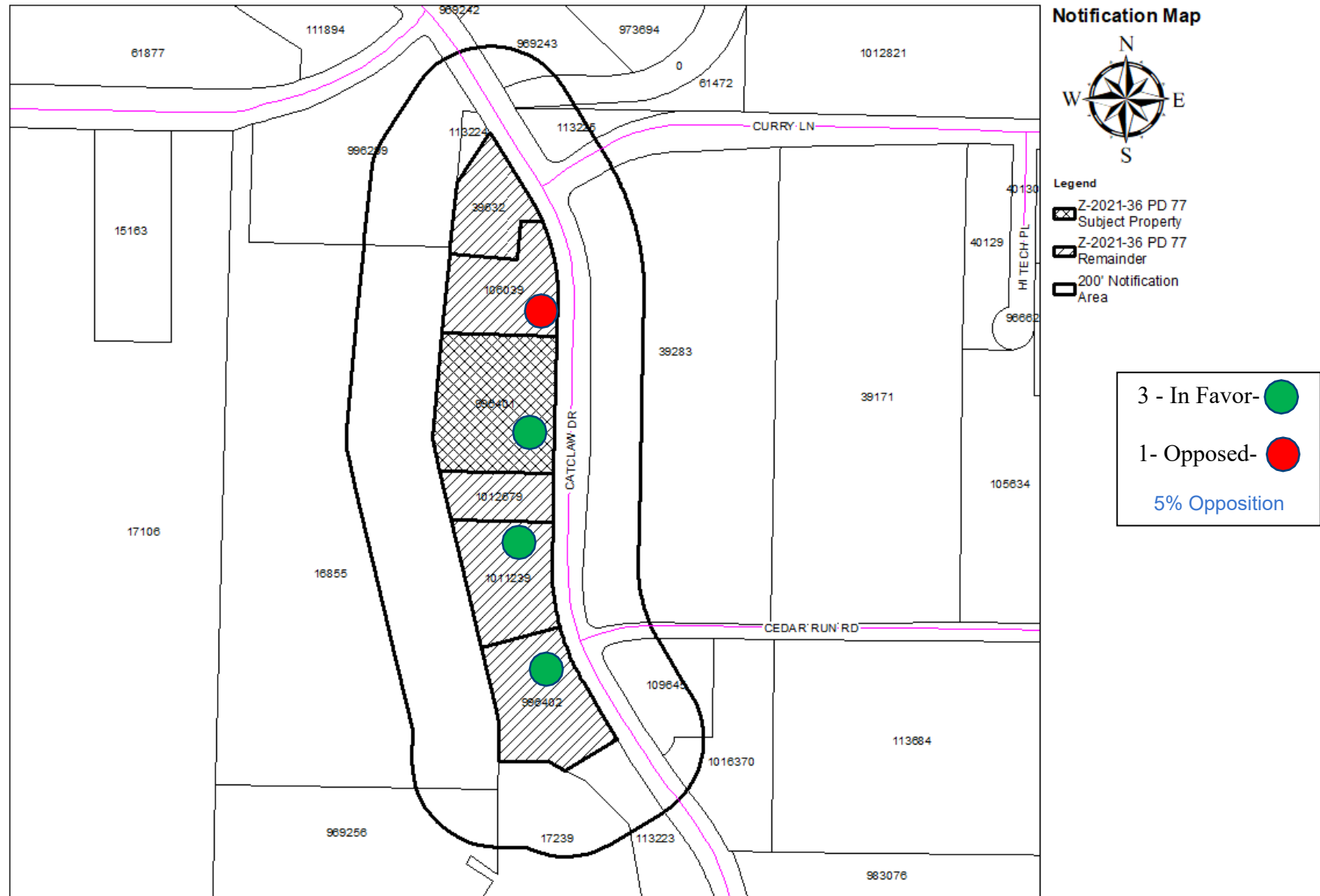
NOTE: LAND AREA CALCULATIONS AND DIMENSIONS ARE APPROXIMATE

Catclaw Dr
Abilene TX

1240 N KIMBALL AVE | SOUTHLAKE, TEXAS 76092
N3 REAL ESTATE
P: 817.348.8748 | F: 817.348.8448 | W: WWW.N3REALSTATE.COM

This site plan is preliminary in nature and subject to change. It is subject to governmental codes, tenant mix, and civil engineering requirements as will be dictated by the governing city or municipality.

Z-2021-36 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval with condition:
 - Alter the permitted use language to include “Automobile/small-truck Oil Change and supporting services”

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Tax Abatement Guidelines and Criteria Renewal (*Robert Hanna*)**

GENERAL INFORMATION

The City of Abilene must have a Tax Abatement Policy establishing the Guidelines and Criteria for tax abatements no older than two years in order to enter into a tax abatement. The City's most recent tax abatement policy was adopted more than two years ago. The attached policy renews the City's Guidelines and Criteria for tax abatements for another two year period.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City has no tax abatements at this time. There is funding impact to the City.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021_Resolution_Tax Abatement Policy
2. 2021 Tax Abatement Guidelines and Criteria
3. Tax Abatement Guidelines PPT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS DECLARING THAT THE CITY COUNCIL ELECTS TO ADOPT A NEW PROPERTY TAX ABATEMENT POLICY SETTING OUT GUIDELINES AND CRITERIA IN ACCORDANCE WITH TEXAS TAX CODE ANN. SECTION 312.001 ET. SEQ., OTHERWISE KNOWN AS THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT (“ACT”), GOVERNING THE CREATION OF TAX ABATEMENT ZONES AND THE EXECUTION OF ALL TAX ABATEMENT AGREEMENTS BY THE CITY.

WHEREAS, a tax abatement is a local agreement between a taxpayer and a taxing unit that exempts all or part of the increase in the value of the real property and/or tangible personal property from taxation for a period not to exceed 10 years; and

WHEREAS, tax abatements are an economic development tool available to cities, counties and special districts to attract new industries and to encourage the retention and development of existing businesses through property tax exemptions or reductions; and

WHEREAS, on January 28, 1989, the City Council first elected to offer tax abatements in accordance with the Act and adopted a tax abatement policy which outlined its guidelines and criteria; and

WHEREAS, staff believes a tax abatement should continue to be available as an incentive tool for use in recruiting new or expanding business to the City; and

WHEREAS, the Act provides that tax abatement guidelines and criteria are effective for two years unless amended or repealed; and

WHEREAS, the City Council last adopted new guidelines and criteria in October of 2013, and the Act requires that the City Council adopt new guidelines and criteria governing all tax abatement agreements entered into by the City.

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

Part 1: That the City Council of the City of Abilene elects to become eligible to participate in tax abatement.

Part 2: That the revised tax abatement guidelines and criteria outlined in Exhibit “A” of this resolution (the Property Tax Abatement Policy) is hereby adopted by the City Council and shall remain in effect for two years from the date of adoption unless amended or repealed as provided by law.

Part 3: That a public hearing was properly noticed and conducted prior to the adoption of this tax abatement policy guidelines and criteria.

Part 4. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 18th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

PROPERTY TAX ABATEMENT POLICY CITY OF ABILENE, TEXAS

PHILOSOPHY

Tax abatement is an economic development strategy to mitigate the heavy costs usually associated with the construction of a new facility or the expansion of an existing facility that enhances the economic or social base of the community. Because property tax revenue is the means to provide vital community services, it is the philosophy of the City of Abilene that tax abatement be considered only after careful review of the economic impact for the City. Nothing herein shall imply or warrant that the City of Abilene is under any obligation to provide tax abatement to any applicant.

ELIGIBILITY

This policy document provides criteria for eligibility and aspects of implementation as adopted by the City Council of the City of Abilene, Texas, in accordance with Texas Tax Code, Chapter 312, otherwise known as the Property Redevelopment and Tax Abatement Act (the "Act"), and governing property tax abatement agreements. All applications will be considered on a case-by-case basis.

The following types of enterprises are eligible to apply for tax abatement:

- Industrial
- Manufacturing
- Distribution
- Services facilities
- Retail operations located in an Enterprise Zone or designated development area
- Multi-family residential properties on a limited basis in a specific zone
- Properties subject to a voluntary cleanup agreement
- Renewable Energy

Eligible property where tax abatement may be granted includes non-residential real property and/or tangible personal property located on the real property. Tangible personal property must have not been located on the real property at any time before the abatement agreement is executed. Excluded from eligible personal property are inventory, tools, furnishings, supplies, or other forms of movable personal property.

If any business (other than retail) is located or will locate within a City of Abilene enterprise zone, an additional 5 – 10% abatement may be available, as individually negotiated, with total abatement not to exceed 100%.

INDUSTRIAL, MANUFACTURING, DISTRIBUTION, SERVICE BUSINESSES AND RENEWABLE ENERGY

Tax abatement may be available to industrial, manufacturing, distribution and service businesses located anywhere within the City of Abilene based on the following:

LEVEL 1:

Capital Expenditure	Jobs Created ¹	Abatement	Years
\$ 250,000	10	25%	1-5
\$ 500,000	7.5	15%	6-10
\$ 750,000	5		
\$ 1,000,000	2.5		
\$ 1,250,000	0		

LEVEL 2:

Capital Expenditure	Jobs Created ¹	Abatement	Years
\$ 2,500,000	50	50%	1-5
to			
\$12,500,000 or more	0	25%	6-10

LEVEL 3:

Capital Expenditure	Jobs Created ^{1,2}	Abatement	Years
\$10,000,000	80	75%	1-5
to			
\$26,000,000 or more	0	50%	6-10

LEVEL 4:

Capital Expenditure	Jobs Created ^{1,2}	Abatement	Years
\$30,000,000 or more	100	100%	1-10

1. Jobs must comply with Criteria 5 "Minimum Wage".
2. Special consideration (percent of abatement and years) may be granted under Level 3 and Level 4 when criteria for jobs are not met.

MULTI-FAMILY RESIDENTIAL PROPERTIES

The minimum amount of abatement is 50% with an additional 5% for every 5 units over 50 for a maximum period of five years. Additional abatement may be available as negotiated depending on the number of jobs created and/or the total amount of capital investment made.

**PROPERTIES SUBJECT TO
VOLUNTARY CLEANUP PROGRAM**

Tax abatement may apply to properties that are subject to a voluntary cleanup program as executed with the Texas Commission on Environmental Quality (TCEQ) in accordance with §361.601 et. seq. of the Health and Safety Code for the cleanup or removal of a hazardous substance or contaminant from the environment, as follows:

Capital Expenditure	Jobs Created	Abatement	Year
Minimum of \$250,000	10	100%	1
		75%	2
		50%	3
		25%	4

Tax abatement for such properties shall not exceed four years and will take effect on January 1 of the year following the date the property owner receives a certificate of completion for the property. City of Abilene may cancel or modify the agreement if it determines that use of the land is changed from the use specified in the certificate of completion, and the new use may result in an increased risk to human health or the environment.

RETAIL BUSINESSES

Tax abatement may be available to those retail businesses that are located within one of Abilene's three enterprise zones or a designated development area as follows:

LEVEL 1:

Capital Expenditure	Jobs Created	Abatement	Years
Min. \$100,000	10	25%	1-5

LEVEL 2:

Capital Expenditure	Jobs Created	Abatement	Years
Min. \$500,000	50	50%	1-5

Abatement agreements shall not exceed 5 years.

GUIDELINES

1. Tax abatement applies to increases in real and/or personal property due to the construction of new facilities and structures as well as the expansion or modernization of existing facilities and structures.
2. Tax abatement can apply to a leased facility; however, the agreement shall be executed only with the property owner. In such cases, the property owner shall demonstrate binding contract(s) with the lessee(s) to guarantee job creation.
3. *Tax abatement may be granted only for the additional value of eligible property improvements made and specified in an abatement agreement between the City and the property owner or lessee, subject to such limitations as the City requires.*

The additional value must exceed any reduction in the fair market value of other eligible property of the owner located within the City's jurisdiction. Change in appraised value does not qualify for abatement except in the instance where a previously vacant facility is utilized. Value added to the tax rolls must come from actual capital expenditures.

4. Real and/or personal property tax abatement may be granted only to the extent that the property value for each year of the agreement exceeds the property value for the year in which the agreement is executed. The value for the year in which the agreement is executed shall be referred to as the "base value" and shall be the January 1 valuation of the year in which the agreement is executed.
5. With the intent of avoiding any possible erosion of the existing tax base, the City reserves the right to determine the base value upon which abatement may be calculated if the applicant owns other property/properties in the City of Abilene which may be affected by the granting of tax abatement.
6. A tax abatement agreement may not be executed unless the area for which tax abatement is requested meets the criteria for designation as a tax abatement reinvestment zone as set forth in the Act. Areas located in one of the City's three enterprise zones meet the criteria without further designation. The City Council of the City of Abilene, Texas, may adopt an ordinance designating a tax abatement reinvestment zone only after a public hearing has been held.

7. No tax abatement agreement for industrial, manufacturing, distribution and service businesses shall exceed a term of 10 years from the date of execution. Abatement agreements for retail businesses shall not exceed 5 years and agreements for properties subject to a voluntary cleanup agreement with TCEQ shall not exceed 4 years.
8. Individual taxing units governing a reinvestment zone may choose to grant tax abatement to an owner or lessee, but according to state law, if granted, the terms of the agreement are not required to be identical to the agreement approved by the City of Abilene.
9. At any time before expiration, any tax abatement agreement may be terminated or modified by the City if the property owner fails to comply with the terms of the agreement.

CRITERIA

1. A tax abatement agreement must:
 - list the kind, number, and location of all proposed improvements to the property;
 - provide for City employees to have access to and authority to conduct inspections of the eligible property to ensure that the improvements or repairs are made in accordance with the agreement and in compliance with all relevant local, state, and federal laws and regulations including, but not limited to Building, Plumbing, Water, Electrical, Mechanical, and Fire Codes;
 - limit the uses of the eligible property to remain consistent with encouraging development or redevelopment of the zone during the term of the tax abatement agreement;
 - provide for recapturing property tax revenue lost as a result of the agreement if the owner or lessee of the eligible property fails to make the improvements or repairs as provided by the agreement or create the specified number of jobs;
 - contain each term agreed to by the property owner and lessee provide that the owner of the property will use reasonable efforts to maximize City of Abilene goods and services in the construction, operation and maintenance of the proposed improvements to the property;
 - require the owner of the property to certify annually to City of Abilene that the owner or lessee is in compliance with each applicable term of the agreement;
 - provide that City of Abilene may cancel or modify the agreement if the property owner or lessee fails to comply with the agreement.

2. The owner or lessee of eligible property requesting tax abatement within a tax abatement reinvestment zone or enterprise zone shall invest a minimum amount of capital and provide a certain number of full-time equivalent employment positions as further defined below.
3. The word “job” as referred to herein means a full-time equivalent employment position and is one that provides at least 2,080 hours annually including paid leave (such as vacation, sick leave, jury duty), excluding overtime hours within the City’s taxing jurisdiction. The number of full-time equivalent employment positions is determined by adding the total number of hours worked and/or actual paid leave (such as vacation, sick leave, jury duty) of all employees, less overtime hours, and dividing that sum by 2,080. All existing jobs as well as those created must be maintained throughout the term of a tax abatement agreement. The agreement shall require the Owner to make reasonable efforts to employ persons who are residents of City of Abilene to fill the jobs to be created. The Owner shall not be required to employ City of Abilene residents who are not (i) equally or more qualified than non-City of Abilene residents; (ii) available for employment on terms and/or salaries comparable to those required by non-residents or (iii) able to become qualified with 72 hours of training. In the event a City of Abilene resident could become qualified with a maximum of 72 hours training, the Owner shall be required to provide such training.
4. If the minimum requirements are not met during the period as negotiated in the agreement, the percentage of abatement shall be reduced to the level of abatement at which minimum requirements have been met, and any taxes abated before the adjustment may be recaptured by the City.

In addition, abatement approved under “Industrial, Manufacturing, Distribution and Service Businesses” must meet the following:

5. “Minimum Wage” as referred to herein means the minimum hourly wage paid to an employee. Employers receiving Tax Abatement must pay a minimum wage to at least 70% of the new jobs created equal to \$3.00 per hour over the current federal minimum wage provided the company has a health benefits plan or \$4.25 per hour over the current federal minimum wage if the company does not have a health benefits plan.
6. The Owner of the property shall not be required to use goods and services provided by City of Abilene residents that are not (i) of similar quality to those provided by non-residents or (ii) made available on terms, conditions and price comparable to those offered by non-residents. Comparable price means less than or equal to 105% of the non-resident price for goods and services of equivalent quality, conditions and terms.

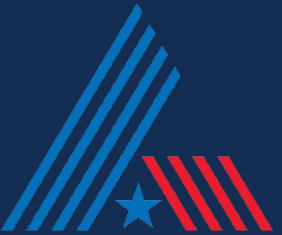
APPLICATION

In determining how and with whom tax abatement will be utilized, the City will examine the potential return on the public's investment, including net jobs created, jobs retained, wage levels, broadening of the tax base, expansion of the economic base and competitive impact upon existing industries. Approval is contingent upon final consideration and action by the City Council of the City of Abilene, Texas. To the extent permitted by law, information provided by an applicant in connection with a request for tax abatement is confidential and not subject to public disclosure until the tax abatement agreement is executed.

Resolution: Adopting Tax Abatement Guidelines & Criteria Renewal



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 32, "Utilities" of the Abilene Municipal Code, Article III, "Fats, Oils, and Grease" (*Rodney Taylor*)

GENERAL INFORMATION

Staff recommends that the Abilene City Council approve on final reading the ordinance amending Chapter 32, "Utilities", Article VIII "Fats, Oils, and Grease", by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation, and by making various edits to the City of Abilene Fats, Oils, and Grease (FOG) Guidelines and Procedures. This new Item 4 will provide a means for the City of Abilene Building Official and the Director of Water Utilities to jointly approve a variance to the installation and/or sizing requirements of a grease trap/interceptor for a new facility or an existing facility. The edits to the FOG Guidelines and Procedures provide different methodologies A, B, and C to the Food Preparation-Service Facility owner for selecting the appropriate type and size of grease trap/interceptor, including requesting a variance from utilizing Methods A and B. This additional language provides more options for the Food Preparation-Service Facility owner, and it should simplify and expedite the review and approval process for making plumbing installation decisions and obtaining a certificate of occupancy for certain types of businesses. The business applicant may appeal staff's decision to the City Manager. The decision of the City Manager is final.

SPECIAL CONSIDERATIONS

On August 10, 2017, the Abilene City Council approved on final reading an ordinance amending Chapter 32 "Utilities" with the insertion of a new Article VIII "Fats, Oils, and Grease". The new Fats, Oils, and Grease (FOG) ordinance fulfilled a provision of the Sanitary Sewer Overflow Initiative agreement with the Texas Commission on Environmental Quality (TCEQ) for adopting a FOG Ordinance. The FOG ordinance and related City of Abilene FOG Guidelines and Procedures provides the framework for implementing and conducting the FOG

Program. The FOG Manager is actively involved with businesses throughout the community to monitor their compliance with the City's FOG ordinance.

Food Preparation-Service Facilities are known to produce fats, oils, and grease wastes that can interfere with the proper operation of the facility's private plumbing system as well as the City's municipal wastewater collection system, resulting in stoppages and unauthorized discharges (overflows), and causing potential human health and safety issues. The FOG program provides a system for monitoring the activities and equipment of those facilities to make sure that FOG is intercepted at the facility, that it is properly disposed of, and that FOG is not passing through to the City's collection system.

The amendments to the FOG Ordinance provide the Food Preparation-Service Facility owner to utilize Methodology A taken from the Uniform Plumbing Code and recommended by the Texas Commission on Environmental Quality for sizing a conventional grease trap/interceptor design, Methodology B utilizing the device manufacturers' recommended alternate sizing which allows for various design and technology features now available in the market, and Methodology C which is a process for requesting a variance to Methods A and B when each would provide unnecessary and excessive issues for certain types of businesses. A variance shall not act as a waiver of the requirements for a grease trap/interceptor.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve on final reading amending Chapter 32 "Utilities", Article VIII "Fats, Oils, and Grease", by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation and making various edits to the FOG Guidelines and Procedures, as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Chapter_32_Utility-Article_VIII_Fats_Oils_and_Grease-11-4-2021
2. City_of_Abilene_FOG_Ordinance_Exhibit_A-REDLINE-11-4-2021
3. Exhibit B-City_of_Abilene_FOG_Guidelines_and_Procedures-REDLINE-11-4-2021
4. City_of_Abilene_FOG_Ordinance_Exhibit_A-CLEAN-11-4-2021
5. Exhibit B-City_of_Abilene_FOG_Guidelines_and_Procedures-CLEAN-11-4-2021
6. Presentation-Ordinance Final Reading-Amend FOG Ordinance-Variance for installation and sizing-11-18-2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 32, “UTILITIES” OF THE ABILENE MUNICIPAL CODE, ARTICLE VIII, “FATS, OILS, AND GREASE” AND AMENDING THE “FATS, OILS, AND GREASE (FOG) GUIDELINES AND PROCEDURES” AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the City of Abilene (City) owns and operates a sanitary sewer collection system which is a part of the Publically Owned Treatment Works authorized by Texas Pollution Discharge Elimination System Permit Number WQ0010334004; and

WHEREAS, the permit requires that the City properly operate and maintain the POTW to prevent unauthorized discharges of wastewater at any location not permitted as an outfall, and

WHEREAS, the buildup of grease in collection system pipes and manholes has been identified as a primary cause of unauthorized discharges called sanitary sewer overflows; and

WHEREAS, on August 10, 2017 the Abilene City Council approved on final reading an ordinance amending Chapter 32, “Utilities” of the Abilene Municipal Code by inserting a new Article III, “Fats, Oils, and Grease”, that is based on the model standards for a grease ordinance developed by the Texas Commission on Environmental Quality; and

WHEREAS, it is staff’s desire to provide within the FOG Ordinance a means for the City of Abilene Building Official and the Director of Water Utilities to jointly approve a variance to the installation and/or sizing requirements of a grease trap/interceptor for a new facility or an existing facility for certain types of businesses listed within the ordinance definition for Food Preparation-Service Facility; and

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

PART 1: That Chapter 32, “Utilities”, Article VIII “Fats, Oils, and Grease” be amended with the insertion of new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That the Fats, Oils, and Grease (FOG) Guidelines and Procedures be amended by making various changes primarily to Section II. Installation Requirements by providing methodologies A and B for selecting and sizing of grease trap/interceptors and Methodology C for requesting a variance to Methods A and B, as set out in Exhibit “B”, attached hereto and made a part of this ordinance for all purposes.

PART 3: 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 4: That any person, firm, or corporation violating the provisions of this Ordinance, shall be subject to escalating enforcement actions and schedule of penalties described in this Article VIII.

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 4th day of November, A.D., 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 14th day of November, 2021, 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 18th day of November, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of November, A.D., 2021.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

ARTICLE VIII. FATS, OILS, & GREASE

Sec. 32-401. General Provisions

(a) *Purpose and Objectives.* In order to protect public health, the sanitary sewer system, and the environment, this article sets forth uniform requirements for fats, oils, and grease (FOG) generators and grease trap waste transporters operating in the City of Abilene and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code S 1251 et seq.). The objectives of this article are:

- (1) To aid in the prevention of sanitary sewer overflows resulting from blockages and obstructions due to the accumulation of fats, oils, and grease ,
- (2) To promote the proper maintenance of grease traps/interceptors; and,
- (3) To ensure the proper handling, disposal, transport and tracking of grease trap waste.

(b) *Administration.* The City Manager or his/her designated city official shall administer, implement, and enforce the provisions of this ordinance and is authorized to promulgate such policies, guidelines and procedures as shall be reasonable and necessary to carry out its provisions. Any powers granted to or duties imposed in this chapter upon the City Manager may be delegated to other city personnel. The City of Abilene Guidelines and Procedures document shall be reviewed annually by staff to determine if changes or updates are necessary. If so, staff recommendations shall be submitted to the City Manager for review and approval. The City Manager may consider a change to the Guidelines and Procedures document outside of the annual review period if a time-sensitive situation arises.

(c) *Applicability and Prohibitions.*

- (1) This ordinance shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW), as defined in Section 32-401(d) of this Ordinance.
- (2) Grease traps/interceptors shall not be required for residential users or for Food Service-Sales Facilities.
- (3) Each generator shall install, use, and maintain an appropriate grease trap/interceptor as required in the City of Abilene FOG Guidelines and Procedures.

(4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment, or that would otherwise be removed with a properly sized, installed, operated and maintained grease trap/interceptor.

(d) *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

BOD. The value of the 5-day test for Biochemical Oxygen Demand, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

City. The City Manager of the City of Abilene or his/her duly authorized representative.

City of Abilene FOG Guidelines and Procedures. The detailed document prepared and provided by the City to aid generators, transporters, and non-domestic users in implementation of the FOG Ordinance.

Disposal Site. A permitted site or part of a site at which grease trap waste is processed, treated, and/or intentionally placed into or on any land and at which the waste will remain after site closure.

Disposer. A person who receives, stores, retains, processes or disposes of grease trap waste.

EPA. The United States Environmental Protection Agency.

Fats, Oils, & Grease (FOG). Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measureable using analytical test procedures established in 40 CFR Part 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “greases”.

Food Preparation-Service Facility (Facility). Any facility generating fats, oils, or grease as a result of food preparation and food service to include, but not limited to, restaurants, cafeterias, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for human consumption. This definition includes any facility in which foods are prepared utilizing a grill, griddle, deep-fat fryer, commercial range or oven, broiler, rotisserie, charbroiler, smoker, wok/stir-fry, and/or similar food preparation equipment including, but not limited to, cafeterias, fast food and full service restaurants, pizza

preparation, donut preparation, and wholesale food preparation; and any facility with area(s) subject to flooding type or wet cleaning processes due to the cutting or grinding of meat or fish including, but not limited to meat and fish markets; and includes any establishment or facility in which foods are prepared without the use of fryers, grills or other similar grease generating equipment including, but not limited to, sandwich shops, coffee shops, ice cream parlors, daycares, limited menu concession stands or convenience stores, and bakeries. This does not include industrial facilities.

Food Service-Sales Facility. Any facility in which foods are provided pre-wrapped such as pre-packaged sandwiches or similar foods, candies, and containerized beverages.

Generator. Any person who owns or operates a grease trap/interceptor at a Food Preparation-Service Facility, or whose act or process produces grease trap waste at a Food Preparation-Service Facility.

Grease Trap or Interceptor. A device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as “grease trap/interceptors”.

Grease Trap Waste. Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a Food Preparation-Service Facility, including the solids resulting from de-watering processes.

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any non-domestic source.

Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the City’s TPDES permit.

pH. The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works. The treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect

discharges to and the discharges from such a treatment works. For purposes of this Ordinance, the terms “sanitary sewer system” and “POTW” may be used interchangeably.

Sampling Device. An access point such as a sampling well or sample port to allow sampling of the wastewater flow downstream of the grease trap/interceptor which is located, installed and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

TCEQ. The Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter. A person or entity who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code §312.142.

TSS. The value of the test for Total Suspended Solids, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

User. Any person, including those located outside the jurisdictional limits of the City, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

Sec. 32-402. Installation and Maintenance Requirements

(a) *Installations*

(1) *New Facilities.* New facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures. Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy and a food permit.

(2) *Existing Facilities.*

a. Existing grease trap/interceptors must be operated and maintained in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

b. Existing facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with the City of Abilene FOG Guidelines and Procedures when any of the following conditions apply:

1. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) a grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.
2. Addition of a Food Preparation-Service Facility to an existing structure.
3. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.

Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to the issuance of a certificate of occupancy and a food permit.

c. Notwithstanding Item b above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.

(3) *Single Certificate of Occupancy.* Grease trap/interceptors shall be installed pursuant to a single certificate of occupancy. No person or persons shall allow the use of a single grease trap/interceptor by more than one business as defined by a certificate of occupancy without prior written approval from the City.

(4) **Variance for Grease Trap/Interceptor Installation.**

- a. A variance shall be granted only in situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such variance. A variance shall not act as a waiver of the requirement for a grease trap/interceptor.
- b. The applicant Generator may make a written request to the City's Building Official for a variance of the grease trap/interceptor installation and/or sizing requirement for a new facility or an existing facility as described in Section II of the Fats, Oils, and Grease (FOG) Guidelines and Procedures.

The Applicant's request shall be received by the Building Official prior to the installation of a new grease trap/interceptor and related appurtenances, or modifications to an existing grease trap/interceptor and related appurtenances. The Building Official and the Director of Water Utilities must provide a joint decision in writing to the applicant within 14 calendar days. The applicant has fourteen (14) calendar days to appeal staff's decision to the City Manager. The decision of the City Manager is final.

(b) *Cleaning and Maintenance*

(1) Grease traps/interceptors shall be maintained in accordance with this ordinance and the City of Abilene FOG Guidelines and Procedures at all times.

(2) A generator shall have all grease trap waste cleaned from the grease trap/interceptor and picked up by a licensed transporter, unless the generator participates in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(3) All grease trap waste shall be properly disposed of at a facility in accordance with federal, state, or local regulations.

(4) Each grease trap/interceptor pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Texas Administrative Code 312.143.

(5) Existing grease traps/interceptors (50 gallons or less) may be allowed to participate in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(6) *Cleaning Schedules*

a. Grease trap/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; that the discharge is in compliance with the BOD, TSS, FOG, and/or pH limits promulgated in the City of Abilene FOG Guidelines and Procedures; and, to ensure that no visible grease is observed in the discharge.

b. Grease trap/interceptors (more than 50 gallons) shall be completely evacuated at a minimum of every ninety (90) days, or more frequently when:

1. Twenty-five (25) percent or more of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases;
2. The discharge exceeds the BOD, TSS, FOG, and/or pH limits as per the City of Abilene FOG Guidelines and Procedures or,
3. If there is a history of non-compliance.

c. Grease trap/interceptors (50 gallons or less) shall be cleaned and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

d. Any person who owns or operates a grease trap/interceptor may submit to the City a request in writing for an exception to the required pumping frequency of their grease trap/interceptor. The City may grant an extension for the required cleaning frequency on a case-by-case basis when:

1. The grease trap owner/operator has demonstrated the specific trap will produce an effluent with no visible grease, and based on defensible analytical results, can demonstrate consistent compliance with the BOD, TSS, FOG, or pH limits listed in the City of Abilene FOG Guidelines and Procedures; or
2. Less than 25 percent of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.

In addition, the waiver request may include professional comments from the transporter regarding the performance of the grease trap/interceptor. These comments will provide additional insight to the City when reviewing the request.

e. In any event, a grease trap/interceptor shall be fully evacuated, cleaned, and inspected at least once every 365 days.

f. The City may also require grease trap/interceptors to be serviced on a single-event basis or scheduled basis if deemed necessary for the proper operation of the grease trap/interceptor.

- g. In the event that a generator ceases operation of a food preparation-service facility, the grease trap/interceptor at the facility shall be properly cleaned within 30 days of the facility being vacated.

(7) *Manifest Requirements*

- a. Each pump-out of a grease trap/interceptor must be accompanied by a manifest to be used for record keeping purposes.
- b. Manifests must be completed and distributed by the transporter as described in the City of Abilene FOG Guidelines and Procedures.
- c. Manifests shall be maintained on file by the generator and transporter per 30 Texas Administrative Code 312.145 and as described in the City of Abilene FOG Guidelines and Procedures.

Sec. 32-403. Administrative Authority

(a) The City shall have the right to enter the premises of any Generator or Transporter during regular business hours to determine whether the Generator or Transporter is complying with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

(b) The Generator or Transporter shall allow the City ready access to all parts of such premises for purposes of inspection, sampling, and the performance of any of their duties. The failure or refusal to comply with these provisions shall be grounds for enforcement action.

(1) The City shall have the right to set up on the Generator's premises, or require installation of, such devices as are necessary to conduct sampling and/or inspection of the Generator's operations.

(2) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the Generator at the written or verbal request of the City and shall not be replaced.

(3) Unreasonable delays in allowing the City access to the Generator's premises shall be a violation of this Ordinance.

(c) *Nuisances*

(1) Any premises upon which grease and/or grease trap waste has accumulated and which is emitting noxious or offensive odors, or which is creating an unsanitary or unsafe condition, or which is injurious to the public health is hereby declared to be a nuisance and subject to Chapter 19 of the City Code of Ordinances.

- (2) A vehicle transporting grease trap waste which is leaking or spilling from such vehicle is hereby declared to be a nuisance and subject to Chapter 19 of the Abilene Code of Ordinances.

Sec. 32-404. Enforcement and Penalties

- (a) The City shall have the responsibility for enforcement of the provisions of this Ordinance. The duties of the City shall include ensuring that all Generators and Transporters conform to this Ordinance. The City shall have the authority to adopt policies and procedures consistent with the terms of this Ordinance necessary to implement the provisions of this Ordinance.
- (b) *Violations.* It shall be unlawful for any Generator or Transporter to violate any provision or fail to comply with any of the requirements of this Ordinance or the City of Abilene FOG Guidelines and Procedures. Any Generator or Transporter who has violated or continues to violate the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures will be subject to the enforcement actions and penalties outlined herein. Such a Generator or Transporter is referred to herein as a Violator.
- (c) *Enforcement Actions.* The City may pursue the following enforcement actions as appropriate and as described in the City of Abilene FOG Guidelines and Procedures.
- (1) *Voluntary Compliance.* The City may instruct a Violator that commits any acts prohibited by this Ordinance to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
- (2) *Notice of Violation.* If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of this Ordinance, a written notice of violation may be provided to the Violator, as described in the City of Abilene FOG Guidelines and Procedures.
- (3) *Stop Work Orders.* The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by this Ordinance or the City of Abilene FOG Guidelines and Procedures. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued as described in the City of Abilene FOG Guidelines and Procedures.
- (4) *Suspension of Service*

a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with this Ordinance or the City of Abilene FOG Guidelines and Procedures. The Violator will be subject to suspension of service if such measures would abate or reduce the discharge.

b. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which presents or may present imminent substantial danger as described in the City of Abilene FOG Guidelines and Procedures.

(d) *Schedule of Penalties*

(1) If the City determines that a Generator is responsible for a blockage of a collection system line, the Generator shall owe a civil penalty of \$1,000 for the first violation, \$1,500 for the second violation, and \$2,000 for the third violation within a two-year period. Civil penalties shall be in addition to reimbursement to the City for all costs incurred by the City in responding to the blockage or overflow. More than three violations within a two-year period shall result in an increase in penalty by \$500 for each additional violation and may also result in termination of services.

(2) Any person violating any of the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures shall be subject to voluntary compliance for the first violation, a \$1,000 civil penalty for the second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two-year period. More than four violations within a two-year period will result in a \$500 increase in civil penalty for each additional violation and may result in termination of service.

(e) *Right to Reconsideration and Appeal*

(1) Any person subject to a permit revocation, compliance notice, stop work order, suspension notice, or an emergency order may petition the City Manager to reconsider the basis for the action or order within ten (10) days of the affected person's receipt of notice of such action or order. Receipt of notice is presumed to occur three (3) days following the date the notice is mailed, unless notice is actually received earlier.

(2) In its petition for reconsideration, the person must indicate the provisions of the action or order objected to, the reasons for the objections, any facts that are contested, the facts that support the person's view of the facts, and any alternate terms of the action or order that the person would accept.

(3) Failure to submit a timely written petition for reconsideration shall be deemed a waiver of any further right to reconsideration or review of the order.

(4) Within ten (10) days of receipt of the petition for reconsideration, the City Manager shall, in writing, either grant the petition and withdraw or modify the action or order accordingly, or deny the petition, and such granting or denial shall be timely delivered to the petitioner.

(5) The effect of any compliance action or order shall not be stayed pending reconsideration.

(6) Following final determination by the City Manager on the reconsideration, any adversely affected party may challenge such determination in an appropriate court of competent jurisdiction.

(7) Nothing in this section shall limit the authority of the City to take any other enforcement action or prevent existing or further enforcement action from proceeding unless the same is expressly stayed by the City Manager.

EXHIBIT B (REDLINE)

City of Abilene, Texas Fats, Oils, & Grease (FOG) Guidelines and Procedures

I. General

- A. Purpose and Objectives: The purpose of this document is to aid in the implementation of the FOG Ordinance.
- B. Administration: The City Manager or his/her designated city official shall administer, implement, and enforce this document in conjunction with the FOG Ordinance.
- C. Applicability: All applicability and prohibitions criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.
- D. Definitions: All definitions in the FOG Ordinance are applicable to this document and are incorporated herein.
- E. Approval: All modifications and changes to this document shall be approved by the City Council.

II. Installation Requirements

A. New Food Preparation-Service Facilities

A grease trap/interceptor and sampling device for a new Food Preparation-Service Facility shall be designed, installed, operated, and maintained in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City for review and approval prior to installation. The grease trap/interceptor and sampling device shall be inspected and approved by the FOG Program Manager prior to issuance of a Certificate of Occupancy and food permit.

B. Existing Food Preparation-Service Facilities

- 1. Existing grease trap/interceptors must be operated and maintained in accordance with the FOG Ordinance and this document.
- 2. All facilities will be required to update their grease trap/interceptor in accordance with the FOG Ordinance and this document when any of the following conditions apply:

a. City inspections indicate the existing grease trap/interceptor is non-compliant with the current FOG Ordinance and this document resulting in FOG in excess of the limit is passing through the device into the City's sanitary sewer system.

a.b. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) an existing grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.

b.c. Addition of a Food Preparation-Service Facility to an existing structure

e.d. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.

3. Notwithstanding Item 2 above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.
4. Facilities which meet one or more of the requirements of II.B.2 above shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager for review and approval. The grease trap/interceptor and sampling device installation shall be inspected and approved prior to issuance of a Certificate of Occupancy and food permit.
5. Any existing Food Preparation-Service Facility that does not already have a grease trap/interceptor shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager within 90 days of the effective date of the FOG Ordinance. Upon approval, the grease trap/interceptor and sampling device shall be installed within 180 days. Upon written request of the generator, the City Manager may at his or her sole discretion issue an extension of up to an additional 90 days.

~~6. A flow control device controls the rate of flow through a grease trap/interceptor (50 gallons or less) so that the grease has sufficient time to cool and separate from the wastewater. Without such a device, a grease trap/interceptor (50 gallons or less) cannot~~

~~function properly. Existing grease trap/interceptors (50 gallons or less) that do not have a flow control device shall be required to design, install, operate, and maintain such a device in accordance with the FOG Ordinance and this document.~~

C. Sizing Requirements

1. Sizing methods described herein are intended to afford the City's sanitary sewer system a minimum degree of protection from grease.

1.2. Sizing determinations are based on operational data provided by business owners or their contactors. In approving a Generator's grease trap/interceptor design plan, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under the FOG ordinance and this document. It is the responsibility of the Generator to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.

2.3. ~~The City accepts three different methodologies to determine a minimum acceptable grease trap/interceptor size to balance the City's wastewater collection and treatment requirements with the unique FOG-producing potential of different types of Food Preparation-Service Facilities. Acceptable grease trap/interceptor sizing shall be accomplished as follows:~~

D. Approved Sizing Methodologies

1. Method A - Uniform Plumbing Code (UPC)

- a. Reference the 2021 UPC, Chapter 10, Traps and Interceptors, Section 1014.0 through 1014.3.7.
- b. This method is approved and recommended by the Texas Commission on Environmental Quality (TCEQ), and the one most commonly used by municipal governments.
- c. Calculated size is determined by the product of number of meals per peak hour, kitchen wastewater flow rate, kitchen retention time, and a kitchen storage factor (see Figure 1. below).
- d. If calculated grease trap/interceptor volume is less than 500 gallons, the City will require a grease trap/interceptor volume of no less than 500 gallons.
- e. If calculated grease trap/interceptor volume is more than 3,000 gallons, the City will permit a grease trap/interceptor volume of 3,000 gallons.

Figure 1. TCEQ Grease Interceptor Sizing Worksheet - Uniform Plumbing Code Formula

Grease Interceptor Sizing Worksheet

The Uniform Plumbing Code Formula

Company		Calculated By		Date	
Project		Location			

Follow these six simple steps to determine grease interceptor size.

	No of Meals Per Peak Hours	Waste Flow Rate	Retention Time	Storage Factor	Calculated Interceptor Size	Grease Interceptor
Enter Calculations Here	>	X	X	X	=	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

1	Number of Meals Per Peak Hour (Recommended Formula): Seating Capacity X Meal Factor = Meals per Peak Hour Establishment Type: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Fast Food (45 min)</td> <td style="text-align: right;">Meal Factor</td> <td style="text-align: right;">1.33</td> </tr> <tr> <td>Restaurant (60 min)</td> <td></td> <td style="text-align: right;">1.00</td> </tr> <tr> <td>Leisure Dining (90 min)</td> <td></td> <td style="text-align: right;">0.67</td> </tr> <tr> <td>Dinner Club (120 min)</td> <td></td> <td style="text-align: right;">0.50</td> </tr> </table>	Fast Food (45 min)	Meal Factor	1.33	Restaurant (60 min)		1.00	Leisure Dining (90 min)		0.67	Dinner Club (120 min)		0.50	Notes:
Fast Food (45 min)	Meal Factor	1.33												
Restaurant (60 min)		1.00												
Leisure Dining (90 min)		0.67												
Dinner Club (120 min)		0.50												
2	Waste Flow Rate: Condition <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">With a Dishwashing Machine</td> <td style="text-align: right;">Flow Rate</td> <td style="text-align: right;">6 Gallons</td> </tr> <tr> <td>Without a Dishwashing Machine</td> <td></td> <td style="text-align: right;">5 Gallons</td> </tr> <tr> <td>Single Service Kitchen</td> <td></td> <td style="text-align: right;">2 Gallons</td> </tr> <tr> <td>Food Waste Disposer Only</td> <td></td> <td style="text-align: right;">1 Gallon</td> </tr> </table>	With a Dishwashing Machine	Flow Rate	6 Gallons	Without a Dishwashing Machine		5 Gallons	Single Service Kitchen		2 Gallons	Food Waste Disposer Only		1 Gallon	Notes:
With a Dishwashing Machine	Flow Rate	6 Gallons												
Without a Dishwashing Machine		5 Gallons												
Single Service Kitchen		2 Gallons												
Food Waste Disposer Only		1 Gallon												
3	Retention Time <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Commercial Kitchen Waste</td> <td style="text-align: right;">2.5 Hours</td> </tr> <tr> <td style="padding-left: 40px;">Dishwasher</td> <td></td> </tr> <tr> <td>Single Service Kitchen</td> <td style="text-align: right;">1.5 Hours</td> </tr> <tr> <td style="padding-left: 40px;">Single Serving</td> <td></td> </tr> </table>	Commercial Kitchen Waste	2.5 Hours	Dishwasher		Single Service Kitchen	1.5 Hours	Single Serving		Notes:				
Commercial Kitchen Waste	2.5 Hours													
Dishwasher														
Single Service Kitchen	1.5 Hours													
Single Serving														
4	Storage Factor <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"> Kitchen Type Fully Equipped Commercial Hours of Operation 8 Hours 12 Hours 16 Hours 24 Hours Single Service Kitchen </td> <td style="text-align: right; vertical-align: bottom;"> Storage Factor 1.00 1.50 2.00 3.00 1.50 </td> </tr> </table>	Kitchen Type Fully Equipped Commercial Hours of Operation 8 Hours 12 Hours 16 Hours 24 Hours Single Service Kitchen	Storage Factor 1.00 1.50 2.00 3.00 1.50	Notes:										
Kitchen Type Fully Equipped Commercial Hours of Operation 8 Hours 12 Hours 16 Hours 24 Hours Single Service Kitchen	Storage Factor 1.00 1.50 2.00 3.00 1.50													
5	Calculate Liquid Capacity Multiply the values obtained from step 1, 2, 3 and 4. The result is the approximate grease interceptor size for this application	Notes:												
6	Select Grease Interceptor Using the approximate required liquid capacity from step 5, select an appropriate size as recommended by the manufacturer.	Notes:												

2. Method B – Manufacturer Recommended Sizing

- a. As new grease trap/interceptor technologies are developed, manufacturers may be able to provide more precise sizing calculations for their product than is provided by Method A.
- b. Prior to receiving City approval, any Food Preparation-Service Facility desiring to use a manufacturer recommended sizing calculation must submit the formula used and rationale for its use.
- c. This rationale shall include the following:
 - i. All sizing calculations relevant to the requested facility;
 - ii. Site-specific drawings of the proposed grease trap/interceptor installation;
 - iii. Documentation of the ability of the proposed grease trap/interceptor to meet effluent quality requirements, and
 - iv. Manufacturer's documentation describing the methodology for determining the appropriate size of device.

3. Variance to Methods A and B for Food Preparation-Service Facilities with minimal FOG impact to collection system

- a. Per Section 32.402(a)(4) of the FOG Ordinance, a Food Preparation-Service Facility owner can request that the City Building Official and the Director of Water Utilities approve a variance to using Methods A or B if it is anticipated both would provide unnecessary and excessive issues for its unique type of business.
- b. The Applicant's request for a variance must include in the request the factors which would justify a variance from the UPC or manufacturer's recommended sizing, including the required items listed below, to ensure the variance would not be detrimental to City infrastructure:
 - i. List of the kitchen cooking and cleaning equipment and drains
 - ii. Description of general kitchen operations
 - iii. Type, description and size of proposed grease trap/interceptor
 - iv. Results from calculations derived using Methods A or B
 - v. Maintenance and cleaning plan consistent with outflow quality limits
 - vi. Proposed grease trap/interceptor location relative to facility's internal and property dimensions
- c. After analysis of this information, the City will conduct a site survey of the facility to finalize its investigation. Questions needing to be addressed may include, but are not limited to:
 - i. Is there sufficient room outside for an appropriately sized gravity grease trap/interceptor

- ii. Is there sufficient room inside for an appropriately sized hydro-mechanical grease trap/interceptor
- iii. Are food items prepared onsite using a deep fryer, griddle, grill, stove, oven or wok?
- iv. Are all food items assembled onsite using various prepackaged components, including meat and/or dairy products?
- v. Are all food items prepared offsite and prepped for serving onsite using only a microwave or a counter-mounted appliance?
- vi. Are food and beverages served using washable, reusable tableware or only with disposable tableware?
- vii. Do beverage orders make up 75% or more of total customer orders?
- viii. Is serving capacity greater than 40 seats or 40 onsite-prepared meals per peak hour?
- ix. Is serving capacity less than or equal to 40 seats or on-site prepared meals per peak hour?

d. The applicant will receive a written response either approving or denying the request for a variance to Methods A and B.

~~a. Sizing according to formula Method A below.~~

~~b. Where sizing formulas result in a calculated grease trap/interceptor volume of less than 1,000 gallons, a grease trap/interceptor volume of 1,000 gallons will be required for the installation. Under no circumstances, will a grease trap/interceptor volume of less than 1,000 gallons be permitted.~~

~~c. In instances where sizing formulas result in a calculated grease trap/interceptor volume of more than 3,000 gallons, a grease trap/interceptor volume of 3,000 gallons will be permitted.~~

~~3. Hydro-mechanical grease interceptors must be equivalent to the sizing calculated in H.C.2.~~

D. Sizing Formulas

~~It is the responsibility of the Generator to ensure that the wastewater discharged from the Generator's facility is in compliance with the City's discharge limitations. For the purpose of design plan review, a general assessment of grease trap/interceptor design and size will be performed using the following formulas. These formulas have been demonstrated as industry standards capable of achieving the City's discharge criteria when systems are maintained in proper condition.~~

~~1. Method A — Uniform Plumbing Code (UPC), Appendix H~~

~~Number of meals x waste flow x retention x storage = Size Requirement
Per peak hour (a) rate (b) time (c) factor (d) (liquid capacity)~~

~~Factors:~~

~~(a) Number of meals served at peak operating hour (Seating Capacity) x Peak Factor~~

~~i. Where Peak Factor for Fast Food is1.33~~

~~ii. And, Peak Factor for all other food service types is 1.00~~

~~(b) Waste Flow Rate~~

~~i. With Dishwasher.....6 gallon flow~~

~~ii. Without Dishwasher.....5 gallon flow~~

~~iii. Single Service kitchen.....2 gallon flow~~

~~iv. Food waste disposer.....1 gallon flow~~

~~(c) Retention Time~~

~~i. Commercial kitchen waste/dishwasher.....2.5 hours~~

~~ii. Single service kitchen/single serving.....1.5 hours~~

~~(d) Storage Factor~~

~~i. Fully equipped commercial kitchen w/8 hr operation.....1.0~~

~~ii. Fully equipped commercial kitchen w/12 hr operation.....1.5~~

~~iii. Fully equipped commercial kitchen w/16 hr operation.....2.0~~

~~iv. Fully equipped commercial kitchen w/24 hr operation.....3.0~~

~~v. Single Service kitchen.....1.5~~

~~2. Method B — Alternative Method Supplied by Professional Engineer~~

~~Any Food Preparation Service Facility that proposes to use alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements, must submit formulas and other bases to support proposed grease trap/interceptor size. The alternative method submittal shall include the following:~~

~~a. All calculations with recommended sizing for the specific site;~~

~~b. Site specific drawings of the proposed grease trap/interceptor installation;~~

~~c. Documentation of the ability of the proposed grease trap/interceptor to meet effluent quality requirements, and~~

~~d. Plans and calculations signed and sealed by a Texas Licensed Professional Engineer.~~

~~The alternative method submittal must be provided to the City for review and approval. Failure to include all of the above will result in the use of the UPC size criteria. Under no circumstances will a grease trap/interceptor smaller than 1,000 gallons be accepted.~~

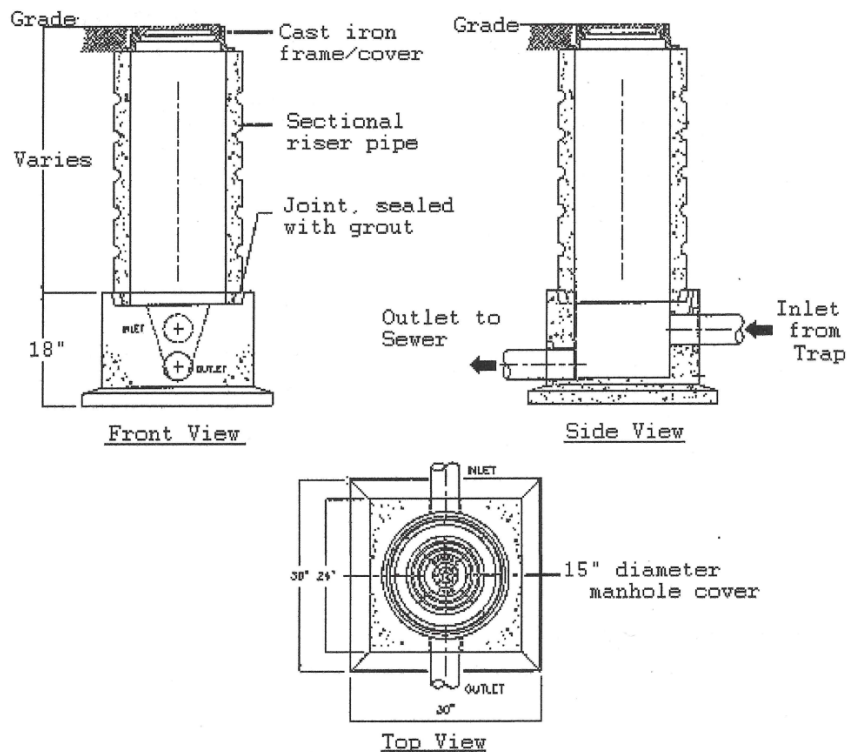
E. Other Design Criteria

1. A grease-bearing source is any equipment or fixture located within the food preparation areas such as three-compartment sinks, pot/pan sinks, hand-washing sinks, pre-rinse stations, dishwashers, mop sinks, and floor drains which may contain wastewater containing grease.
2. All grease-bearing sources shall be routed through a grease trap/interceptor.
3. A grease trap/interceptor must be installed at a distance of 8 - 10 feet downstream from the last grease-bearing source to allow for adequate cooling of the wastewater, while also preventing grease solidification in the lines.
4. The temperature of the wastewater shall be less than 110 degrees Fahrenheit prior to entering the grease trap/interceptor.
5. Each grease trap/interceptor shall be constructed with a minimum of one baffle wall.
6. Drains that receive “clear waste” only, such as from ice machines, condensate from coils and drink stations, may be plumbed to directly into the sanitary system without passing through the grease trap/interceptor.
7. Grease trap/interceptors shall not receive domestic wastewater or sewage.
8. Grease trap/interceptors must be accessible for service by appropriate vehicles and equipment.
- 8.9. A flow control device controls the rate of flow through a grease trap/interceptor (50 gallons or less) so that the grease has sufficient time to cool and separate from the wastewater. Without such a device, a grease trap/interceptor (50 gallons or less) cannot function properly. Existing grease trap/interceptors (50 gallons or less) that do not have a flow control device shall be required to design, install, operate, and maintain such a device in accordance with the FOG Ordinance and this document.

F. Sampling Devices

1. Each grease trap/interceptor must be installed with an effluent sampling well, equivalent to the following:
2. Sampling wells will have a minimum 15" diameter access with ring and lid and a minimum 4" drop from inlet to outlet piping through the sampling well.
3. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.

Figure 2. Typical Sampling Well.



~~2.4. Sampling wells will have a minimum 15" diameter access with ring and lid and a minimum 4" drop from inlet to outlet piping through the sampling well.~~

III. Cleaning and Maintenance Requirements

- A. Grease trap/interceptors shall be operated and maintained at all times in accordance with the FOG Ordinance and this document.

B. Cleaning Schedule

1. Each grease trap/interceptor (more than 50 gallons) shall be cleaned at a frequency as described in the FOG Ordinance and this document.
2. Each grease trap/interceptor (50 gallons or less) shall be cleaned at least monthly, or more often as necessary to insure the wastewater discharge contains no visible grease and meets the BOD, FOG, pH, and TSS discharge limits described herein.
3. Existing facilities without sampling devices
 - a. Since many of the existing grease trap/interceptors do not have sampling devices at the time the FOG Ordinance goes into effect, a Generator at such a facility will have to rely on the 25% rule to determine if the grease trap/interceptor needs pumping. This can be difficult to measure without a sampling pole. Therefore, the City provides this general rule of thumb as a guide to assist Generators in making the determination. In general, the 25% rule has been met when the grease layer (top layer) is 5-6 inches thick for grease trap/interceptor (more than 50 gallons) and 2-3 inches thick for a grease trap/interceptor (50 gallons or less).
 - b. If the 25% rule is met before the next scheduled pump out, then the grease trap/interceptor shall be pumped more often.
 - c. Alternatively, an existing facility may choose to install a sampling device in accordance with the FOG Ordinance and this document in order to base the cleaning frequency on the actual discharge data from their grease trap/interceptor. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.
4. If the 25% rule and sampling results differ for a grease trap/interceptor, the sampling results will prevail since they measure the discharge that is actually leaving the grease trap/interceptor and entering the POTW.
5. Facilities that are seasonal or have irregular operation schedules may request an alternate cleaning schedule that will be appropriate for their facility. Alternate cleaning schedule requests will be addressed by the City on a case by case basis. The request must be made to the City's FOG Program Manager in writing and include the following:
 - a. Business name and street address

- b. Grease trap/interceptor operator name, title, and phone number
- c. Description of operation schedule
- d. Size and location of grease trap/interceptor
- e. Number of meals served during peak hour of operation

~~Alternate cleaning schedule requests will be addressed by the City on a case by case basis.~~

C. Cleaning Procedures

1. All cleaning and pumping of grease trap/interceptors shall be conducted by a Transporter as defined in the FOG Ordinance, unless the Generator is a participant in the Self-Cleaning Program as defined in Section III.D.

~~2.~~ The Generator shall supervise the cleaning and pumping of the grease trap/interceptor.

~~3.~~ The following cleaning and pumping procedures shall be utilized by the Transporter during each cleaning event:

~~1.a.~~ Break up and remove grease layer.

~~2.b.~~ Scrape and wash sides of grease trap/interceptor, removing some of the liquid layer as necessary.

~~3.c.~~ Verify that all crossover holes are clear and functioning.

~~4.d.~~ Clean and inspect baffles for damage.

~~5.e.~~ Completely pump out remaining liquid and solids unless the grease trap/interceptor volume is greater than the tank capacity of the transport vehicle in which case the Transporter shall arrange or provide additional transportation capacity so that the grease trap/interceptor is fully evacuated within a 24-hour period per the FOG Ordinance.

~~6.f.~~ Skimming the surface layer of the waste material, partial cleaning of the grease trap/interceptor, or use of any method which does not remove the entire contents of the grease trap/interceptor is prohibited as described in the FOG Ordinance.

~~7.g.~~ Inspect grease trap/interceptor for damage, photograph any areas that may need maintenance or repair, and report findings to Generator.

~~8.h.~~ Document findings on the trip ticket.

D. Self-Cleaning Program

1. Grease trap/interceptor self-cleaning operators must receive approval from the FOG Program Manager~~POTW~~ annually prior to removing grease from their own grease trap/interceptor located inside a building, provided:
 - a. The grease trap/interceptor is no more than fifty (50) gallons in liquid/operating capacity.
 - b. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash).
 - c. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
 - d. Detailed records of these activities are maintained.
2. Grease trap self-cleaning operators must submit a completed self-cleaning request to the City for approval. The written request shall include the following information:
 - a. Business name and street address.
 - b. Grease trap/interceptor operator name, title, and phone number.
 - c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
3. Self-cleaners must adhere to all the requirements, procedures, and detailed record keeping outlined in their approved application, to ensure compliance with this ordinance. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
 - a. Date the grease trap/interceptor was serviced.
 - b. Name of the person or company servicing the grease trap/interceptor.
 - c. Waste disposal method used.

- d. Gallons of grease removed and disposed of.
 - e. Waste oil added to grease trap/interceptor waste; and
 - f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
 - g. Keep maintenance logs onsite for five years from the date of cleaning.
4. Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

IV. Wastewater Discharge Limits

- A. Wastewater discharge limits shall be monitored at the sampling device by means of a grab sample.
- B. There shall be no visible grease in the grab sample.
- C. The FOG concentration limit is 200 mg/L or less.
- D. The BOD limit is 250 mg/L or less.
- E. The TSS limit is 250 mg/L or less.
- F. The pH must be between 5 and 11.

V. Manifest Requirements

- A. Each pump-out of a grease trap/interceptor by a Transporter must be accompanied by a manifest to be used for record keeping purposes.
- B. Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - 1. name, address, telephone, and TCEQ registration number of Transporter;
 - 2. name, signature, address, and phone number of the Generator and the date collected;

3. type and amount(s) of waste collected or transported;
4. name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
5. date and place where the waste was deposited;
6. identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
7. name and signature of the facility on-site representative acknowledging receipt of the waste and the amount of waste received;
8. the volume of the grease waste received; and
9. a consecutive numerical tracking number to assist Transporters, Generators, and regulating authorities in tracking the volume of grease waste transported.

C. Manifests shall be divided into five parts and records shall be maintained as follows:

1. One part of the manifest shall have the Generator and Transporter information completed and shall be given to the Generator at the time of waste pickup.
2. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
3. One part of the manifest shall go to the receiving facility.
4. One part shall go to the Transporter, who shall retain a copy of all manifests showing the collection and disposition of waste. The manifests shall be readily available for review by the City.
5. One copy of the manifest shall be returned by the Transporter to the Generator within 15 days after the waste is received at the disposal or processing facility.
6. Copies of manifests returned to the Generator shall be retained on-site by the Generator for five years and be readily available for review by the FOG Program ManagerPOTW.

VI. Administrative Authority and Enforcement

A. All administrative authority, including right of entry, inspection, and sampling, as well as enforcement procedures and criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.

B. Enforcement Actions

1. Voluntary Compliance – The City may instruct a Violator that commits any acts prohibited by the FOG Ordinance or this document to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
2. Notice of Violation – If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of the FOG Ordinance or this document, a written notice of violation will be provided to the Violator, unless an emergency condition exists.
 - a. The notice shall state the measures required to come into full compliance and shall specify the time within which such measures shall be completed.
 - b. Failure to comply within the time specified shall be a separate offense and subject to the penalties described in the FOG Ordinance.
 - c. Issuance of a notice of violation shall not be a bar against, or a prerequisite for, taking any other action against the Violator.
3. Stop Work Orders
 - a. The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by the FOG Ordinance or this document.
 - b. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued and such work shall be immediately terminated.
 - c. The stop work order shall be provided to the Violator and shall state the conditions required to come into compliance. Work may not be resumed until the City has verified that the conditions of the stop work order have been met.
 - d. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the Violator.
4. Suspension of Service

- a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with the FOG Ordinance or this document. The water supply and/or sanitary sewer connection will be subject to suspension if such measures would abate or reduce the discharge.
- b. The City will notify a Violator of the proposed suspension of its water supply and/or sanitary sewer connection. The Violator may petition the City for a reconsideration hearing and then may petition the municipal court if dissatisfied with the City's decision.
- c. The City shall not reinstate the suspended water supply and/or sanitary sewer connection services to the Violator until:
 - i. The Violator presents satisfactory evidence to the City that the non-complying wastewater discharge has been eliminated and its cause determined and corrected; and
 - ii. The Violator reimburses the City for all costs incurred in suspending and reinstating the water supply and/or sanitary sewer connection. The Violator shall be responsible to the City for all costs of testing, containment, cleanup, abatement, removal and disposal of any substance unlawfully discharged into the POTW incurred by the City while responding to, abating, and remediating the unlawful discharge.
- d. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which:
 - i. Presents or may present imminent substantial danger to the environment or to the health or welfare of persons;
 - ii. Presents or may present imminent substantial danger to the POTW (including pass through or interference), municipal storm water drainage system, or waters of the United States; or

As soon as practicable after the emergency suspension of service, the City shall notify the Violator of the suspension of service. Service shall be reinstated as per Section VI.B.4.c above.

- e. A Generator commits a separate offense if the Generator reinstates water service and/or sanitary sewer service to the premises suspended or disconnected pursuant to this section, without the prior written approval of the City.
- f. Suspension of service shall not be a bar against, or a prerequisite for, taking other action against a Violator as allowed by law.

Exhibit A

ARTICLE VIII. FATS, OILS, & GREASE

Sec. 32-401. General Provisions

(a) *Purpose and Objectives.* In order to protect public health, the sanitary sewer system, and the environment, this article sets forth uniform requirements for fats, oils, and grease (FOG) generators and grease trap waste transporters operating in the City of Abilene and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code S 1251 et seq.). The objectives of this article are:

- (1) To aid in the prevention of sanitary sewer overflows resulting from blockages and obstructions due to the accumulation of fats, oils, and grease ,
- (2) To promote the proper maintenance of grease traps/interceptors; and,
- (3) To ensure the proper handling, disposal, transport and tracking of grease trap waste.

(b) *Administration.* The City Manager or his/her designated city official shall administer, implement, and enforce the provisions of this ordinance and is authorized to promulgate such policies, guidelines and procedures as shall be reasonable and necessary to carry out its provisions. Any powers granted to or duties imposed in this chapter upon the City Manager may be delegated to other city personnel. The City of Abilene Guidelines and Procedures document shall be reviewed annually by staff to determine if changes or updates are necessary. If so, staff recommendations shall be submitted to the City Manager for review and approval. The City Manager may consider a change to the Guidelines and Procedures document outside of the annual review period if a time-sensitive situation arises.

(c) *Applicability and Prohibitions.*

- (1) This ordinance shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW), as defined in Section 32-401(d) of this Ordinance.
- (2) Grease traps/interceptors shall not be required for residential users or for Food Service-Sales Facilities.
- (3) Each generator shall install, use, and maintain an appropriate grease trap/interceptor as required in the City of Abilene FOG Guidelines and Procedures.

(4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment, or that would otherwise be removed with a properly sized, installed, operated and maintained grease trap/interceptor.

(d) *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

BOD. The value of the 5-day test for Biochemical Oxygen Demand, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

City. The City Manager of the City of Abilene or his/her duly authorized representative.

City of Abilene FOG Guidelines and Procedures. The detailed document prepared and provided by the City to aid generators, transporters, and non-domestic users in implementation of the FOG Ordinance.

Disposal Site. A permitted site or part of a site at which grease trap waste is processed, treated, and/or intentionally placed into or on any land and at which the waste will remain after site closure.

Disposer. A person who receives, stores, retains, processes or disposes of grease trap waste.

EPA. The United States Environmental Protection Agency.

Fats, Oils, & Grease (FOG). Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measureable using analytical test procedures established in 40 CFR Part 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “greases”.

Food Preparation-Service Facility (Facility). Any facility generating fats, oils, or grease as a result of food preparation and food service to include, but not limited to, restaurants, cafeterias, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for human consumption. This definition includes any facility in which foods are prepared utilizing a grill, griddle, deep-fat fryer, commercial range or oven, broiler, rotisserie, charbroiler, smoker, wok/stir-fry, and/or similar food preparation equipment including, but not limited to, cafeterias, fast food and full service restaurants, pizza

preparation, donut preparation, and wholesale food preparation; and any facility with area(s) subject to flooding type or wet cleaning processes due to the cutting or grinding of meat or fish including, but not limited to meat and fish markets; and includes any establishment or facility in which foods are prepared without the use of fryers, grills or other similar grease generating equipment including, but not limited to, sandwich shops, coffee shops, ice cream parlors, daycares, limited menu concession stands or convenience stores, and bakeries. This does not include industrial facilities.

Food Service-Sales Facility. Any facility in which foods are provided pre-wrapped such as pre-packaged sandwiches or similar foods, candies, and containerized beverages.

Generator. Any person who owns or operates a grease trap/interceptor at a Food Preparation-Service Facility, or whose act or process produces grease trap waste at a Food Preparation-Service Facility.

Grease Trap or Interceptor. A device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as “grease trap/interceptors”.

Grease Trap Waste. Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a Food Preparation-Service Facility, including the solids resulting from de-watering processes.

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any non-domestic source.

Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the City’s TPDES permit.

pH. The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works. The treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect

discharges to and the discharges from such a treatment works. For purposes of this Ordinance, the terms “sanitary sewer system” and “POTW” may be used interchangeably.

Sampling Device. An access point such as a sampling well or sample port to allow sampling of the wastewater flow downstream of the grease trap/interceptor which is located, installed and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

TCEQ. The Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter. A person or entity who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code §312.142.

TSS. The value of the test for Total Suspended Solids, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

User. Any person, including those located outside the jurisdictional limits of the City, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

Sec. 32-402. Installation and Maintenance Requirements

(a) *Installations*

(1) *New Facilities.* New facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures. Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy and a food permit.

(2) *Existing Facilities.*

a. Existing grease trap/interceptors must be operated and maintained in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

b. Existing facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with the City of Abilene FOG Guidelines and Procedures when any of the following conditions apply:

1. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) a grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.
2. Addition of a Food Preparation-Service Facility to an existing structure.
3. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.

Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to the issuance of a certificate of occupancy and a food permit.

c. Notwithstanding Item b above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.

(3) *Single Certificate of Occupancy.* Grease trap/interceptors shall be installed pursuant to a single certificate of occupancy. No person or persons shall allow the use of a single grease trap/interceptor by more than one business as defined by a certificate of occupancy without prior written approval from the City.

(4) *Variance for Grease Trap/Interceptor Installation.*

- a. A variance shall be granted only in situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such variance. A variance shall not act as a waiver of the requirement for a grease trap/interceptor.
- b. The applicant Generator may make a written request to the City's Building Official for a variance of the grease trap/interceptor installation and/or sizing requirement for a new facility or an existing facility as described in Section II of the Fats, Oils, and Grease (FOG) Guidelines and Procedures.

The Applicant's request shall be received by the Building Official prior to the installation of a new grease trap/interceptor and related appurtenances, or modifications to an existing grease trap/interceptor and related appurtenances. The Building Official and the Director of Water Utilities must provide a joint decision in writing to the applicant within 14 calendar days. The applicant has fourteen (14) calendar days to appeal staff's decision to the City Manager. The decision of the City Manager is final.

(b) *Cleaning and Maintenance*

(1) Grease traps/interceptors shall be maintained in accordance with this ordinance and the City of Abilene FOG Guidelines and Procedures at all times.

(2) A generator shall have all grease trap waste cleaned from the grease trap/interceptor and picked up by a licensed transporter, unless the generator participates in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(3) All grease trap waste shall be properly disposed of at a facility in accordance with federal, state, or local regulations.

(4) Each grease trap/interceptor pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Texas Administrative Code 312.143.

(5) Existing grease traps/interceptors (50 gallons or less) may be allowed to participate in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(6) *Cleaning Schedules*

a. Grease trap/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; that the discharge is in compliance with the BOD, TSS, FOG, and/or pH limits promulgated in the City of Abilene FOG Guidelines and Procedures; and, to ensure that no visible grease is observed in the discharge.

b. Grease trap/interceptors (more than 50 gallons) shall be completely evacuated at a minimum of every ninety (90) days, or more frequently when:

1. Twenty-five (25) percent or more of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases;
2. The discharge exceeds the BOD, TSS, FOG, and/or pH limits as per the City of Abilene FOG Guidelines and Procedures or,
3. If there is a history of non-compliance.

c. Grease trap/interceptors (50 gallons or less) shall be cleaned and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

d. Any person who owns or operates a grease trap/interceptor may submit to the City a request in writing for an exception to the required pumping frequency of their grease trap/interceptor. The City may grant an extension for the required cleaning frequency on a case-by-case basis when:

1. The grease trap owner/operator has demonstrated the specific trap will produce an effluent with no visible grease, and based on defensible analytical results, can demonstrate consistent compliance with the BOD, TSS, FOG, or pH limits listed in the City of Abilene FOG Guidelines and Procedures; or
2. Less than 25 percent of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.

In addition, the waiver request may include professional comments from the transporter regarding the performance of the grease trap/interceptor. These comments will provide additional insight to the City when reviewing the request.

e. In any event, a grease trap/interceptor shall be fully evacuated, cleaned, and inspected at least once every 365 days.

f. The City may also require grease trap/interceptors to be serviced on a single-event basis or scheduled basis if deemed necessary for the proper operation of the grease trap/interceptor.

- g. In the event that a generator ceases operation of a food preparation-service facility, the grease trap/interceptor at the facility shall be properly cleaned within 30 days of the facility being vacated.

(7) *Manifest Requirements*

- a. Each pump-out of a grease trap/interceptor must be accompanied by a manifest to be used for record keeping purposes.
- b. Manifests must be completed and distributed by the transporter as described in the City of Abilene FOG Guidelines and Procedures.
- c. Manifests shall be maintained on file by the generator and transporter per 30 Texas Administrative Code 312.145 and as described in the City of Abilene FOG Guidelines and Procedures.

Sec. 32-403. Administrative Authority

(a) The City shall have the right to enter the premises of any Generator or Transporter during regular business hours to determine whether the Generator or Transporter is complying with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

(b) The Generator or Transporter shall allow the City ready access to all parts of such premises for purposes of inspection, sampling, and the performance of any of their duties. The failure or refusal to comply with these provisions shall be grounds for enforcement action.

(1) The City shall have the right to set up on the Generator's premises, or require installation of, such devices as are necessary to conduct sampling and/or inspection of the Generator's operations.

(2) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the Generator at the written or verbal request of the City and shall not be replaced.

(3) Unreasonable delays in allowing the City access to the Generator's premises shall be a violation of this Ordinance.

(c) *Nuisances*

(1) Any premises upon which grease and/or grease trap waste has accumulated and which is emitting noxious or offensive odors, or which is creating an unsanitary or unsafe condition, or which is injurious to the public health is hereby declared to be a nuisance and subject to Chapter 19 of the City Code of Ordinances.

- (2) A vehicle transporting grease trap waste which is leaking or spilling from such vehicle is hereby declared to be a nuisance and subject to Chapter 19 of the Abilene Code of Ordinances.

Sec. 32-404. Enforcement and Penalties

- (a) The City shall have the responsibility for enforcement of the provisions of this Ordinance. The duties of the City shall include ensuring that all Generators and Transporters conform to this Ordinance. The City shall have the authority to adopt policies and procedures consistent with the terms of this Ordinance necessary to implement the provisions of this Ordinance.
- (b) *Violations.* It shall be unlawful for any Generator or Transporter to violate any provision or fail to comply with any of the requirements of this Ordinance or the City of Abilene FOG Guidelines and Procedures. Any Generator or Transporter who has violated or continues to violate the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures will be subject to the enforcement actions and penalties outlined herein. Such a Generator or Transporter is referred to herein as a Violator.
- (c) *Enforcement Actions.* The City may pursue the following enforcement actions as appropriate and as described in the City of Abilene FOG Guidelines and Procedures.
- (1) *Voluntary Compliance.* The City may instruct a Violator that commits any acts prohibited by this Ordinance to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
- (2) *Notice of Violation.* If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of this Ordinance, a written notice of violation may be provided to the Violator, as described in the City of Abilene FOG Guidelines and Procedures.
- (3) *Stop Work Orders.* The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by this Ordinance or the City of Abilene FOG Guidelines and Procedures. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued as described in the City of Abilene FOG Guidelines and Procedures.
- (4) *Suspension of Service*

a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with this Ordinance or the City of Abilene FOG Guidelines and Procedures. The Violator will be subject to suspension of service if such measures would abate or reduce the discharge.

b. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which presents or may present imminent substantial danger as described in the City of Abilene FOG Guidelines and Procedures.

(d) *Schedule of Penalties*

(1) If the City determines that a Generator is responsible for a blockage of a collection system line, the Generator shall owe a civil penalty of \$1,000 for the first violation, \$1,500 for the second violation, and \$2,000 for the third violation within a two-year period. Civil penalties shall be in addition to reimbursement to the City for all costs incurred by the City in responding to the blockage or overflow. More than three violations within a two-year period shall result in an increase in penalty by \$500 for each additional violation and may also result in termination of services.

(2) Any person violating any of the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures shall be subject to voluntary compliance for the first violation, a \$1,000 civil penalty for the second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two-year period. More than four violations within a two-year period will result in a \$500 increase in civil penalty for each additional violation and may result in termination of service.

(e) *Right to Reconsideration and Appeal*

(1) Any person subject to a permit revocation, compliance notice, stop work order, suspension notice, or an emergency order may petition the City Manager to reconsider the basis for the action or order within ten (10) days of the affected person's receipt of notice of such action or order. Receipt of notice is presumed to occur three (3) days following the date the notice is mailed, unless notice is actually received earlier.

(2) In its petition for reconsideration, the person must indicate the provisions of the action or order objected to, the reasons for the objections, any facts that are contested, the facts that support the person's view of the facts, and any alternate terms of the action or order that the person would accept.

(3) Failure to submit a timely written petition for reconsideration shall be deemed a waiver of any further right to reconsideration or review of the order.

(4) Within ten (10) days of receipt of the petition for reconsideration, the City Manager shall, in writing, either grant the petition and withdraw or modify the action or order accordingly, or deny the petition, and such granting or denial shall be timely delivered to the petitioner.

(5) The effect of any compliance action or order shall not be stayed pending reconsideration.

(6) Following final determination by the City Manager on the reconsideration, any adversely affected party may challenge such determination in an appropriate court of competent jurisdiction.

(7) Nothing in this section shall limit the authority of the City to take any other enforcement action or prevent existing or further enforcement action from proceeding unless the same is expressly stayed by the City Manager.

EXHIBIT B

City of Abilene, Texas Fats, Oils, & Grease (FOG) Guidelines and Procedures

I. General

- A. Purpose and Objectives: The purpose of this document is to aid in the implementation of the FOG Ordinance.
- B. Administration: The City Manager or his/her designated city official shall administer, implement, and enforce this document in conjunction with the FOG Ordinance.
- C. Applicability: All applicability and prohibitions criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.
- D. Definitions: All definitions in the FOG Ordinance are applicable to this document and are incorporated herein.
- E. Approval: All modifications and changes to this document shall be approved by the City Council.

II. Installation Requirements

A. New Food Preparation-Service Facilities

A grease trap/interceptor and sampling device for a new Food Preparation-Service Facility shall be designed, installed, operated, and maintained in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City for review and approval prior to installation. The grease trap/interceptor and sampling device shall be inspected and approved by the FOG Program Manager prior to issuance of a Certificate of Occupancy and food permit.

B. Existing Food Preparation-Service Facilities

- 1. Existing grease trap/interceptors must be operated and maintained in accordance with the FOG Ordinance and this document.
- 2. All facilities will be required to update their grease trap/interceptor in accordance with the FOG Ordinance and this document when any of the following conditions apply:

- a. City inspections indicate the existing grease trap/interceptor is non-compliant with the current FOG Ordinance and this document resulting in FOG in excess of the limit is passing through the device into the City's sanitary sewer system.
 - b. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) an existing grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.
 - c. Addition of a Food Preparation-Service Facility to an existing structure
 - d. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.
3. Notwithstanding Item 2 above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.
 4. Facilities which meet one or more of the requirements of II.B.2 above shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager for review and approval. The grease trap/interceptor and sampling device installation shall be inspected and approved prior to issuance of a Certificate of Occupancy and food permit.
 5. Any existing Food Preparation-Service Facility that does not already have a grease trap/interceptor shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager within 90 days of the effective date of the FOG Ordinance. Upon approval, the grease trap/interceptor and sampling device shall be installed within 180 days. Upon written request of the generator, the City Manager may at his or her sole discretion issue an extension of up to an additional 90 days.

C. Sizing Requirements

1. Sizing methods described herein are intended to afford the City's sanitary sewer system a minimum degree of protection from grease.
2. Sizing determinations are based on operational data provided by business owners or their contactors. In approving a Generator's grease trap/interceptor design plan, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under the FOG ordinance and this document. It is the responsibility of the Generator to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.
3. The City accepts three different methodologies to determine a minimum acceptable grease trap/interceptor size to balance the City's wastewater collection and treatment requirements with the unique FOG-producing potential of different types of Food Preparation-Service Facilities

D. Approved Sizing Methodologies

1. Method A - Uniform Plumbing Code (UPC)
 - a. Reference the 2021 UPC, Chapter 10, Traps and Interceptors, Section 1014.0 through 1014.3.7.
 - b. This method is approved and recommended by the Texas Commission on Environmental Quality (TCEQ), and the one most commonly used by municipal governments.
 - c. Calculated size is determined by the product of number of meals per peak hour, kitchen wastewater flow rate, kitchen retention time, and a kitchen storage factor (see Figure 1. below).
 - d. If calculated grease trap/interceptor volume is less than 500 gallons, the City will require a grease trap/interceptor volume of no less than 500 gallons.
 - e. If calculated grease trap/interceptor volume is more than 3,000 gallons, the City will permit a grease trap/interceptor volume of 3,000 gallons.

Figure 1. TCEQ Grease Interceptor Sizing Worksheet - Uniform Plumbing Code Formula

Grease Interceptor Sizing Worksheet

The Uniform Plumbing Code Formula

Company		Calculated By		Date	
Project		Location			

Follow these six simple steps to determine grease interceptor size.

Enter Calculations > Here	No of Meals Per Peak Hours	Waste Flow Rate	Retention Time	Storage Factor	Calculated Interceptor Size	Grease Interceptor
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

1	Number of Meals Per Peak Hour (Recommended Formula): Seating Capacity Meal Factor = Establishment Type: Fast Food (45 min) Restaurant (60 min) Leisure Dining (90 min) Dinner Club (120 min) Meal Factor 1.33 1.00 0.67 0.50	Notes:
2	Waste Flow Rate: Condition With a Dishwashing Machine Without a Dishwashing Machine Single Service Kitchen Food Waste Disposer Only Flow Rate 6 Gallons 5 Gallons 2 Gallons 1 Gallon	Notes:
3	Retention Time Commercial Kitchen Waste Dishwasher Single Service Kitchen Single Serving 2.5 Hours 1.5 Hours	Notes:
4	Storage Factor Kitchen Type Fully Equipped Commercial Hours of Operation 8 Hours 12 Hours 16 Hours 24 Hours Single Service Kitchen Storage Factor 1.00 1.50 2.00 3.00 1.50	Notes:
5	Calculate Liquid Capacity Multiply the values obtained from step 1, 2, 3 and 4. The result is the approximate grease interceptor size for this application	Notes:
6	Select Grease Interceptor Using the approximate required liquid capacity from step 5, select an appropriate size as recommended by the manufacturer.	Notes:

2. Method B – Manufacturer Recommended Sizing

- a. As new grease trap/interceptor technologies are developed, manufacturers may be able to provide more precise sizing calculations for their product than is provided by Method A.

- b. Prior to receiving City approval, any Food Preparation-Service Facility desiring to use a manufacturer recommended sizing calculation must submit the formula used and rationale for its use.
 - c. This rationale shall include the following:
 - i. All sizing calculations relevant to the requested facility;
 - ii. Site-specific drawings of the proposed grease trap/interceptor installation;
 - iii. Documentation of the ability of the proposed grease trap/interceptor to meet effluent quality requirements, and
 - iv. Manufacturer's documentation describing the methodology for determining the appropriate size of device.
- 3. Variance to Methods A and B for Food Preparation-Service Facilities with minimal FOG impact to collection system
 - a. Per Section 32.402(a)(4) of the FOG Ordinance, a Food Preparation-Service Facility owner can request that the City Building Official and the Director of Water Utilities approve a variance to using Methods A or B if it is anticipated both would provide unnecessary and excessive issues for its unique type of business.
 - b. The Applicant's request for a variance must include in the request the factors which would justify a variance from the UPC or manufacturer's recommended sizing, including the required items listed below, to ensure the variance would not be detrimental to City infrastructure:
 - i. List of the kitchen cooking and cleaning equipment and drains
 - ii. Description of general kitchen operations
 - iii. Type, description and size of proposed grease trap/interceptor
 - iv. Results from calculations derived using Methods A or B
 - v. Maintenance and cleaning plan consistent with outflow quality limits
 - vi. Proposed grease trap/interceptor location relative to facility's internal and property dimensions
 - c. After analysis of this information, the City will conduct a site survey of the facility to finalize its investigation. Questions needing to be addressed may include, but are not limited to:
 - i. Is there sufficient room outside for an appropriately sized gravity grease trap/interceptor
 - ii. Is there sufficient room inside for an appropriately sized hydro-mechanical grease trap/interceptor
 - iii. Are food items prepared onsite using a deep fryer, griddle, grill, stove, oven or wok?

- iv. Are all food items assembled onsite using various prepackaged components, including meat and/or dairy products?
- v. Are all food items prepared offsite and prepped for serving onsite using only a microwave or a counter-mounted appliance?
- vi. Are food and beverages served using washable, reusable tableware or only with disposable tableware?
- vii. Do beverage orders make up 75% or more of total customer orders?
- viii. Is serving capacity greater than 40 seats or 40 onsite-prepared meals per peak hour?
- ix. Is serving capacity less than or equal to 40 seats or on-site prepared meals per peak hour?

d. The applicant will receive a written response either approving or denying the request for a variance to Methods A and B.

E. Other Design Criteria

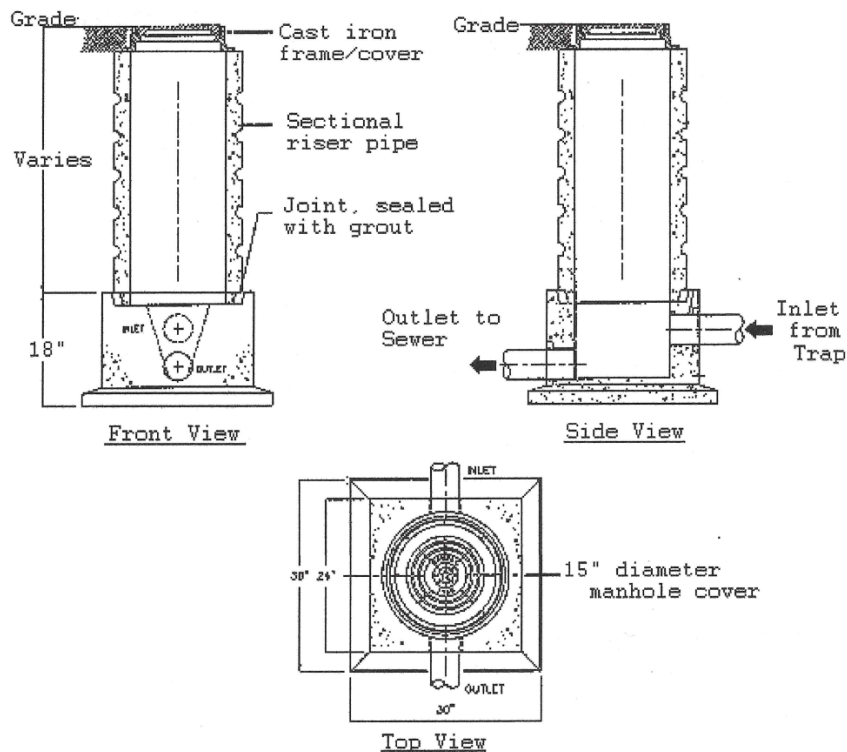
1. A grease-bearing source is any equipment or fixture located within the food preparation areas such as three-compartment sinks, pot/pan sinks, hand-washing sinks, pre-rinse stations, dishwashers, mop sinks, and floor drains which may contain wastewater containing grease.
2. All grease-bearing sources shall be routed through a grease trap/interceptor.
3. A grease trap/interceptor must be installed at a distance of 8 - 10 feet downstream from the last grease-bearing source to allow for adequate cooling of the wastewater, while also preventing grease solidification in the lines.
4. The temperature of the wastewater shall be less than 110 degrees Fahrenheit prior to entering the grease trap/interceptor.
5. Each grease trap/interceptor shall be constructed with a minimum of one baffle wall.
6. Drains that receive "clear waste" only, such as from ice machines, condensate from coils and drink stations, may be plumbed to directly into the sanitary system without passing through the grease trap/interceptor.
7. Grease trap/interceptors shall not receive domestic wastewater or sewage.
8. Grease trap/interceptors must be accessible for service by appropriate vehicles and equipment.

9. A flow control device controls the rate of flow through a grease trap/interceptor (50 gallons or less) so that the grease has sufficient time to cool and separate from the wastewater. Without such a device, a grease trap/interceptor (50 gallons or less) cannot function properly. Existing grease trap/interceptors (50 gallons or less) that do not have a flow control device shall be required to design, install, operate, and maintain such a device in accordance with the FOG Ordinance and this document.

F. Sampling Devices

1. Each grease trap/interceptor must be installed with an effluent sampling well, equivalent to the following:
2. Sampling wells will have a minimum 15" diameter access with ring and lid and a minimum 4" drop from inlet to outlet piping through the sampling well.
3. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.

Figure 2. Typical Sampling Well.



III. Cleaning and Maintenance Requirements

A. Grease trap/interceptors shall be operated and maintained at all times in accordance with the FOG Ordinance and this document.

B. Cleaning Schedule

1. Each grease trap/interceptor (more than 50 gallons) shall be cleaned at a frequency as described in the FOG Ordinance and this document.
2. Each grease trap/interceptor (50 gallons or less) shall be cleaned at least monthly, or more often as necessary to insure the wastewater discharge contains no visible grease and meets the BOD, FOG, pH, and TSS discharge limits described herein.
3. Existing facilities without sampling devices
 - a. Since many of the existing grease trap/interceptors do not have sampling devices at the time the FOG Ordinance goes into effect, a Generator at such a facility will have to rely on the 25% rule to determine if the grease trap/interceptor needs pumping. This can be difficult to measure without a sampling pole. Therefore, the City provides this general rule of thumb as a guide to assist Generators in making the determination. In general, the 25% rule has been met when the grease layer (top layer) is 5-6 inches thick for grease trap/interceptor (more than 50 gallons) and 2-3 inches thick for a grease trap/interceptor (50 gallons or less).
 - b. If the 25% rule is met before the next scheduled pump out, then the grease trap/interceptor shall be pumped more often.
 - c. Alternatively, an existing facility may choose to install a sampling device in accordance with the FOG Ordinance and this document in order to base the cleaning frequency on the actual discharge data from their grease trap/interceptor. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.
4. If the 25% rule and sampling results differ for a grease trap/interceptor, the sampling results will prevail since they measure the discharge that is actually leaving the grease trap/interceptor and entering the POTW.
5. Facilities that are seasonal or have irregular operation schedules may request an alternate cleaning schedule that will be appropriate for their facility. Alternate cleaning schedule requests will be addressed by the City on a case by case basis. The request

must be made to the City's FOG Program Manager in writing and include the following:

- a. Business name and street address
- b. Grease trap/interceptor operator name, title, and phone number
- c. Description of operation schedule
- d. Size and location of grease trap/interceptor
- e. Number of meals served during peak hour of operation

C. Cleaning Procedures

1. All cleaning and pumping of grease trap/interceptors shall be conducted by a Transporter as defined in the FOG Ordinance, unless the Generator is a participant in the Self-Cleaning Program as defined in Section III.D.
2. The Generator shall supervise the cleaning and pumping of the grease trap/interceptor.
3. The following cleaning and pumping procedures shall be utilized by the Transporter during each cleaning event:
 - a. Break up and remove grease layer.
 - b. Scrape and wash sides of grease trap/interceptor, removing some of the liquid layer as necessary.
 - c. Verify that all crossover holes are clear and functioning.
 - d. Clean and inspect baffles for damage.
 - e. Completely pump out remaining liquid and solids unless the grease trap/interceptor volume is greater than the tank capacity of the transport vehicle in which case the Transporter shall arrange or provide additional transportation capacity so that the grease trap/interceptor is fully evacuated within a 24-hour period per the FOG Ordinance.
 - f. Skimming the surface layer of the waste material, partial cleaning of the grease trap/interceptor, or use of any method which does not remove the entire contents of the grease trap/interceptor is prohibited as described in the FOG Ordinance.
 - g. Inspect grease trap/interceptor for damage, photograph any areas that may need maintenance or repair, and report findings to Generator.

- h. Document findings on the trip ticket.

D. Self-Cleaning Program

1. Grease trap/interceptor self-cleaning operators must receive approval from the FOG Program Manager annually prior to removing grease from their own grease trap/interceptor located inside a building, provided:
 - a. The grease trap/interceptor is no more than fifty (50) gallons in liquid/operating capacity.
 - b. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash).
 - c. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
 - d. Detailed records of these activities are maintained.
2. Grease trap self-cleaning operators must submit a completed self-cleaning request to the City for approval. The written request shall include the following information:
 - a. Business name and street address.
 - b. Grease trap/interceptor operator name, title, and phone number.
 - c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
3. Self-cleaners must adhere to all the requirements, procedures, and detailed record keeping outlined in their approved application, to ensure compliance with this ordinance. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
 - a. Date the grease trap/interceptor was serviced.
 - b. Name of the person or company servicing the grease trap/interceptor.
 - c. Waste disposal method used.

- d. Gallons of grease removed and disposed of.
 - e. Waste oil added to grease trap/interceptor waste; and
 - f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
 - g. Keep maintenance logs onsite for five years from the date of cleaning.
4. Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

IV. Wastewater Discharge Limits

- A. Wastewater discharge limits shall be monitored at the sampling device by means of a grab sample.
- B. There shall be no visible grease in the grab sample.
- C. The FOG concentration limit is 200 mg/L or less.
- D. The BOD limit is 250 mg/L or less.
- E. The TSS limit is 250 mg/L or less.
- F. The pH must be between 5 and 11.

V. Manifest Requirements

- A. Each pump-out of a grease trap/interceptor by a Transporter must be accompanied by a manifest to be used for record keeping purposes.
- B. Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - 1. name, address, telephone, and TCEQ registration number of Transporter;
 - 2. name, signature, address, and phone number of the Generator and the date collected;

3. type and amount(s) of waste collected or transported;
4. name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
5. date and place where the waste was deposited;
6. identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
7. name and signature of the facility on-site representative acknowledging receipt of the waste and the amount of waste received;
8. the volume of the grease waste received; and
9. a consecutive numerical tracking number to assist Transporters, Generators, and regulating authorities in tracking the volume of grease waste transported.

C. Manifests shall be divided into five parts and records shall be maintained as follows:

1. One part of the manifest shall have the Generator and Transporter information completed and shall be given to the Generator at the time of waste pickup.
2. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
3. One part of the manifest shall go to the receiving facility.
4. One part shall go to the Transporter, who shall retain a copy of all manifests showing the collection and disposition of waste. The manifests shall be readily available for review by the City.
5. One copy of the manifest shall be returned by the Transporter to the Generator within 15 days after the waste is received at the disposal or processing facility.
6. Copies of manifests returned to the Generator shall be retained on-site by the Generator for five years and be readily available for review by the FOG Program Manager.

VI. Administrative Authority and Enforcement

A. All administrative authority, including right of entry, inspection, and sampling, as well as enforcement procedures and criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.

B. Enforcement Actions

1. Voluntary Compliance – The City may instruct a Violator that commits any acts prohibited by the FOG Ordinance or this document to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
2. Notice of Violation – If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of the FOG Ordinance or this document, a written notice of violation will be provided to the Violator, unless an emergency condition exists.
 - a. The notice shall state the measures required to come into full compliance and shall specify the time within which such measures shall be completed.
 - b. Failure to comply within the time specified shall be a separate offense and subject to the penalties described in the FOG Ordinance.
 - c. Issuance of a notice of violation shall not be a bar against, or a prerequisite for, taking any other action against the Violator.
3. Stop Work Orders
 - a. The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by the FOG Ordinance or this document.
 - b. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued and such work shall be immediately terminated.
 - c. The stop work order shall be provided to the Violator and shall state the conditions required to come into compliance. Work may not be resumed until the City has verified that the conditions of the stop work order have been met.
 - d. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the Violator.

4. Suspension of Service

- a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with the FOG Ordinance or this document. The water supply and/or sanitary sewer connection will be subject to suspension if such measures would abate or reduce the discharge.
- b. The City will notify a Violator of the proposed suspension of its water supply and/or sanitary sewer connection. The Violator may petition the City for a reconsideration hearing and then may petition the municipal court if dissatisfied with the City's decision.
- c. The City shall not reinstate the suspended water supply and/or sanitary sewer connection services to the Violator until:
 - i. The Violator presents satisfactory evidence to the City that the non-complying wastewater discharge has been eliminated and its cause determined and corrected; and
 - ii. The Violator reimburses the City for all costs incurred in suspending and reinstating the water supply and/or sanitary sewer connection. The Violator shall be responsible to the City for all costs of testing, containment, cleanup, abatement, removal and disposal of any substance unlawfully discharged into the POTW incurred by the City while responding to, abating, and remediating the unlawful discharge.
- d. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which:
 - i. Presents or may present imminent substantial danger to the environment or to the health or welfare of persons;
 - ii. Presents or may present imminent substantial danger to the POTW (including pass through or interference), municipal storm water drainage system, or waters of the United States; or

As soon as practicable after the emergency suspension of service, the City shall notify the Violator of the suspension of service. Service shall be reinstated as per Section VI.B.4.c above.

- e. A Generator commits a separate offense if the Generator reinstates water service and/or sanitary sewer service to the premises suspended or disconnected pursuant to this section, without the prior written approval of the City.
- f. Suspension of service shall not be a bar against, or a prerequisite for, taking other action against a Violator as allowed by law.

Ordinance (Final Reading) Amending Chapter 32 “Utilities”, Article VIII “Fats, Oils, and Grease”, by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation, and making various edits to the FOG Guidelines and Procedures.



It is staff's desire to provide within the FOG Ordinance a means to approve a variance to the installation and/or sizing requirements of a grease trap/interceptor for certain types of businesses

New Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation provides for a variance to standard grease trap/interceptor sizing and technology for situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such variance.

A variance shall not act as a waiver of the requirement for a grease trap/interceptor.



The applicant may make a written request to the City's Building Official for a variance of the grease trap/interceptor installation and/or sizing requirement for a new or existing facility.

The Applicant's request shall be received by the Building Official prior to the installation of a new or modifications to an existing grease trap/interceptor and related appurtenances.

The Building Official and the Director of Water Utilities must provide a joint decision in writing to the applicant within 14 calendar days.

The applicant has fourteen (14) calendar days to appeal staff's decision to the City Manager. The decision of the City Manager is final.



The new edits to the **FOG Guidelines and Procedures** provide different methodologies A, B, and C to the Food Preparation-Service Facility owner for selecting the appropriate type and size of grease trap/interceptor which should simplify and expedite the review and approval process for making plumbing installation decisions and obtaining a certificate of occupancy.

Method A utilizes 2021 Uniform Plumbing Code methodology and is recommended and approved by the TCEQ

Method B provides that each new technology device manufacturer has developed the most precise means of calculating the sizing and application for its respective device.

Method C request for variance will provide the business owner the opportunity to demonstrate that its business operations are unique and less detrimental to City infrastructure and therefore requests a variance to sizing calculation Methods A and B.



- On August 10, 2017 the Abilene City Council approved amending Chapter 32, “Utilities” by adding a new Article VIII, “Fats, Oils, and Grease” (FOG Ordinance)
- The FOG ordinance is based on the model standards for a grease ordinance developed by the Texas Commission on Environmental Quality
- The FOG ordinance and related City of Abilene FOG Guidelines and Procedures provides the framework for implementing and conducting the FOG Program.
- The FOG Manager is actively involved with businesses throughout the community to monitor their compliance with the City's FOG ordinance.



Ordinance (Final Reading) Amending Chapter 32 “Utilities”, Article VIII “Fats, Oils, and Grease”, by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation, and making various edits to the FOG Guidelines and Procedures.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: **20. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-289.1, "Same - During Certain Hours" of the Code of Ordinances Regarding School Zone Areas No Longer in Use (*Greg McCaffery*)**

GENERAL INFORMATION

The Ordinance Amendment request is to make the necessary changes to Sec 18-289.1. Same - During Certain Hours whereby updating the Code of Ordinance regarding times of day for various streets which use to have schools within the areas and roadway frontages and that no longer school facilities are no longer used as schools.

SPECIAL CONSIDERATIONS

None at this time

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Recommends approval of the ordinance changes as outlined within the Ordinance Amendment.

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. REV2__Blackline_Ord_Amend_During_Certain_Hours (3)
2. REV3_Redline_Ord_Amend_During_Certain_Hours (3)
3. REV_PP_Directional_Times_289_Section

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-289.1, “SAME-DURING CERTAIN HOURS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, several streets within the City of Abilene no longer have school use buildings along their frontage; and

WHEREAS, the City Code of Ordinance provides for directional and times of day restrictions on “School Days Only” which no longer applies to these various streets; and

WHEREAS, there is a need to amend the City Code of Ordinances to include these changes and provide an accurate list of all current directional and times of day restrictions of these streets.

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

PART 1: That Chapter 18, Article XIII, Section 18-289.1 of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 4th day of November 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 14th day of November, 2021, 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 18th day of November, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of November, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-289.1. Same—During certain hours.

In accordance with the provisions of this chapter, and when properly signposted, traffic shall move only in the direction indicated upon the following streets or portions of streets during the hours specified:

<u>Street</u>	<u>Extent</u>	<u>Direction</u>	<u>Hours</u>
Minter Ln.	Vogel Ave. to Sherry Ln.	North	7:30–8:10 a.m. 2:45 –3:30 p.m. (School Days Only)
Clinton St.	N. 12th St. to N. 14th St.	North	7:30-8:10 a.m. 2:45-3:30 p.m. (School Days Only)

Exhibit A

Sec. 18-289.1. Same—During certain hours.

In accordance with the provisions of this chapter, and when properly signposted, traffic shall move only in the direction indicated upon the following streets or portions of streets during the hours specified:

<u>Street</u>	<u>Extent</u>	<u>Direction</u>	<u>Hours</u>
EN 13th St.	From Judge Ely Blvd. to Avenue F	West	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Minter Ln.	From Vogel Ave. to Sherry Ln.	North	7:40–8:20 7:30–8:10 a.m. 3:00–3:45 2:45–3:30 p.m. (School Days Only)
Potomac Ave.	From Hawthorne Dr. to Buccaneer Dr.	West	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
State St.	Victoria St. to Merchant St.	East	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Merchant St.	State St. to N. 8th St.	South	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
N. 8th St.	Merchant St. to Victoria St.	West	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Alley East of Victoria St.	N. 8th St. to State St.	North	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Peach St.	S. 1st St. to S. 3rd St.	South	7:40–8:20 a.m. 3:15–4:00 p.m. (School Days Only)
N. 17th St.	From Orange St. to Beech St.	West	3:00–3:45 p.m. (School Days)
Clinton St	N. 12th St to N. 14th St.	North	7:30 – 8:10 a.m. 2:45 – 3:30 p.m. School Days

**Agenda Item:
Ordinance Amendment**

**AMENDING CHAPTER 18, “MOTOR VEHICLES AND
TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-
289.1, “SAME-DURING CERTAIN HOURS,” OF THE
ABILENE MUNICIPAL CODE**

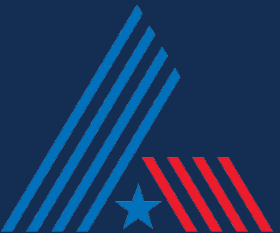
G. McCaffery



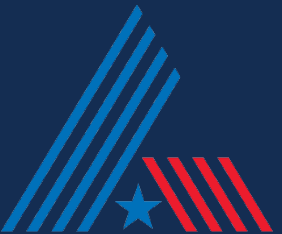
ORDINANCE AMENDMENT

SECTION 18-289.1, “SAME-DURING CERTAIN HOURS

- **Several streets within the City of Abilene no longer have school use buildings along their frontage**
- **The Code of Ordinance provides for directional and times of day on School Days Only longer these various streets**
- **Update the Code of Ordinances to include these changes and provide an accurate list of all current directional and times of day of these streets.**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: **21. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing and Take Action on Amending Chapter 18, “Motor Vehicles and Traffic,” Article XIII, “Schedules,” Section 18-297, “Stopping, standing and parking prohibited,” of the Code of Ordinances to install a No Stopping, Standing, Parking Zone on the North and South sides of EN10th Street near Taylor Elementary School. (Greg McCaffery)**

GENERAL INFORMATION

The City of Abilene is working in conjunction with Taylor Elementary School to improve the traffic flow during drop off and pick-up times. One of the problems is sight distance for vehicles exiting the campus. Parents that wish not to go through the driveway lanes park on the side of the road and walk to the school to get their child. This causes a sight distance issue for those exiting the campus. Therefore, a No Parking Zone is needed to prevent parents from parking in this area.

SPECIAL CONSIDERATIONS

None at this time.

FUNDING/FISCAL IMPACT

Minimal cost. Sign bases, poles, clamps and No Parking Any Time Signs. Plus labor for installation. The north side signs are already installed.

STAFF RECOMMENDATION

Staff Recomends Approval of the Ordinance Amendment.

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. REV_Redline_No_Parking_EN10th_Taylor_Elem_Ordinance
2. EN 10th Stopping At All Times Exhibit A
3. REV_PP_No_Park_Taylor_289_Section

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-297, “STOPPING, STANDING, PARKING,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, in order to improve traffic safety on East North 10th Street, there is a need to establish a designated no-parking area near its intersection with Griffith Road.

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

PART 1: That Chapter 18, “Motor Vehicles and Traffic,” Article XIII, “Schedules,” Section 18-297, “Stopping, standing and parking prohibited,” of the Abilene City Code be amended as set out in Exhibit “A,” attached hereto and made a part of this Ordinance for all purposes.

PART 2: That if 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 offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 4th day of November, 2021.

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 14th day of November 2021, 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
18th day of November, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of November 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-297. Stopping, standing and parking prohibited.

In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle during the times specified in this schedule on the indicated sides of the following streets or portions of streets:

(a) At all times (Sundays and legal holidays included):

(add)	<u>Street</u>	<u>Side</u>	<u>Extent</u>
	<u>East North 10th Street</u>	<u>North</u>	<u>From 965 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.</u>
	<u>East North 10th Street</u>	<u>South</u>	<u>From 1400 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.</u>

EXHIBIT “A”

Sec. 18-297. Stopping, standing and parking prohibited.

In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle during the times specified in this schedule on the indicated sides of the following streets or portions of streets:

(a) At all times (Sundays and legal holidays included):

<u>Street</u>	<u>Side</u>	<u>Extent</u>
N. 2nd St.	South	From Hickory St. west a distance of 220 feet
East 27th St.	Both	From Shoreline Dr. west 920 feet
N-S alley west of Grape St.	Both	From North 1st St. to North 2nd St.
State Street	Both	From Forrest Ave. east 110 feet
W. Stamford St.	North	From Victoria St. west a distance of 800 feet
W. Stamford St.	South	From 130 feet west of Victoria St. west a distance of 110 feet
East North 10 th Street	North	From 965 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.
East North 10 th Street	South	From 1400 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.

(b) 7:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m. on school days:

<u>Street</u>	<u>Side</u>	<u>Extent</u>
Presidio Dr.	Both	From 50 feet north of Hartford St. to 350 feet north of Hartford St.
North 12th St.	North	From 25 feet east of Bel Air Dr. to 75 feet west of Bel Air Dr.
North 12th St.	South	From Bel Air Dr. west 100 feet
South 20th St.	North	From Jeannette St. west to Vine St.

**Agenda Item:
Ordinance Amendment**

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE X, “STOPPING, STANDING, PARKING,” SECTION 18-297, PART (a), “AT ALL TIMES,” OF THE ABILENE MUNICIPAL CODE

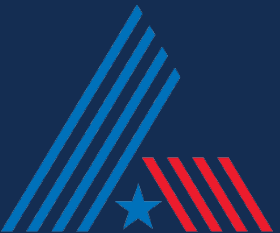
G. McCaffery



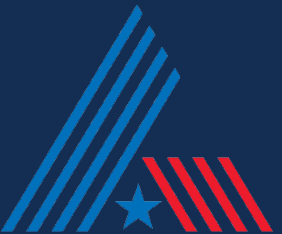
ORDINANCE AMENDMENT

SECTION 18-297, PART (a), “AT ALL TIMES,”

- **Improve traffic safety on EN 10th Street, in the area of the New Taylor Elementary, there is a need to establish a designated no-parking area near its intersection with Griffith Road**
- **The Code of Ordinance provides for No Parking Zone Areas**
- **Update the Code of Ordinances to include these changes**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 22. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
4. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
7. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
9. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021

10. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
11. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
12. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
13. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
14. Governor's Executive Orders COVID-19
15. Public Comments and the Open Meetings Act

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Project Artemis

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 11/18/2021

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo

SUBJECT: 23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Agreement with Project Artemis (*Misty Mayo*)

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - Project Artemis
2. 2021_11_18_DCOA_City_Council_General_Session_Final

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
INCENTIVE FOR PROJECT ARTEMIS ("COMPANY").**

WHEREAS, on November 17, 2021, the DCOA approved Resolution No. DCOA-2022.05 (the "**DCOA Resolution**") authorizing the DCOA's President to enter into an agreement with the Company for an incentive for Project Artemis in an amount not to exceed \$2,500,000 (the "**Incentive**") in exchange for the Company's creation of 57 full-time employees ("**FTEs**") at the end of a 7-year period; and,

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

PART 1. The City of Abilene hereby authorizes, in exchange for the Company's creation of 57 new FTEs at the end of a 7-year period, the DCOA to provide the Company with an incentive in an amount not to exceed \$2,500,000, under the terms and as set forth in the DCOA Resolution.

PART 2. The DCOA's budget is hereby amended to include the expenditures described herein.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 18th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Project Type – Business Attraction

Industry – Technical Services | Computer Systems

Company Background

- Houston, Texas

Project Summary

- Job Creation = 57
 - Average Salary of Created Jobs = \$67,000

Real Estate Solution

- Approximately 800 acres

DCOA Incentive = \$2,500,000

Future additional steps require City Council approval.