



City of Abilene City Council Agenda

Kyle McAlister, Mayor Pro-tem
Travis Craver, Deputy Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Blaise Regan, Council Member
Brian Yates, 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 August 8, 2024, 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 Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. Service Awards:

- Priscilla Rayford - 25 Years - Water Utilities

CONSENT AGENDA AND PUBLIC COMMENTS

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion or presentation of these items unless otherwise requested by a Council Member. In the event one or more Council Members remove an item from the consent Agenda for separate discussion or presentation, the item or items removed will be considered in numerical order as part of the Regular Agenda and shall include a public hearing.

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is

listed on the Council agenda.

Members of the public will have a total time limit of three (3) minutes to speak during the public comments section.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Called Budget Meeting Held on July 22, 2024, and the Regular Meeting Held on July 25, 2024 **(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)**
 - Betty Hardwick Center Board of Trustees
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to TanksCo, Inc. for the Grimes WTP Improvements Contract No. 2 - Clarifier & Backwash Tank Rehabilitation **(Rodney Taylor)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2025 Chevrolet Silverado 2500 Pickup Truck for Abilene Fire Department from Sewell Chevrolet in Odessa Texas using Buyboard Cooperative Contract #724-23 **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Dennis A. Joiner & Associates Assessment Specialist Consultants to Provide a Test Writer and Assessment Center for Fire Promotion Processes **(Pamela Williams)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to Daiken Applied America's, Inc. using TIPS Contract #T22010601 for Chiller Repairs at Abilene Convention Center **(Lesli Andrews)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the 2024-2029 Meet and Confer Agreement with the Abilene Police Officers Association **(Robert Hanna)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with HSNH LLC for 866 Mesquite St. **(Tim Littlejohn)**
11. **Ordinance (First Reading) Z-2024-14:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-61). Specifically, To Amend The Boundaries Of The Planned Development To Add A 'Tract 3' With The Base Zoning Of Agricultural Open (AO) With A Permitted Use Of Carpentry Services. Located At 450 South 25th Street. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of FY 2024/2025 One-Year Action Plan for CDBG and HOME Programs **(Tim Littlejohn)**
13. **Ordinance (Final Reading) Z-2024-18:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd Inc, To Change The Zoning Of Approximately 0.40 Acres From Medium Density (MD) To Medical Use (MU). Located At 1750 Pine St. **(Tim Littlejohn)**
14. **Ordinance (Final Reading) CUP-2024-05:** Receive a Report, Hold a Discussion and Public

Hearing, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit (CUP) To A Property. Specifically, To Allow A Duplex And An Accessory Dwelling Unit (ADU) On A Lot Zoned Residential Single Family (RS-8) For A Total Of Three (3) Dwelling Units On The Lot. Located At 748 Washington Boulevard. (Tim Littlejohn)

BUDGET ORDINANCES

15. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2023-2024 Budget (Marjorie Knight)
16. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2024-2025 Budget (Marjorie Knight)
17. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy (Marjorie Knight)
18. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2024-2025 (Marjorie Knight)

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
3. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
4. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal

Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

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 2nd day of August, 2024, at 12:15 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

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 Special Called Budget Meeting Held on July 22, 2024, and the Regular Meeting Held on July 25, 2024 (Shawna Atkinson)

GENERAL INFORMATION

Approval of the Minutes from the Special Called Budget Meeting Held on July 22, 2024, and the Regular Meeting Held on July 25, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-22-2024 Minutes - Special Budget

2. 07-25-2024 Minutes - Regular - Morning

**SPECIAL CALLED MEETING
BUDGET WORK SESSION
July 22, 2024 at 9:00 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 a Special Called Meeting on July 22, 2024, at 9:00 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Brian Yates delivered the invocation, and led the Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

Mayor Hurt outlined the agenda for the morning.

PUBLIC COMMENTS

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

- Tammy Fogle
- Connie Howard
- Martle Hollowell
- Tia Troop

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

BUDGET WORKSHOP

2. Staff Presentation on Revised FY 2023-2024 and Proposed FY 2024-2025 Budgets
Complete Budget Review

City Manager Hanna provided the overview of the proposed schedule for budget work sessions

- Budget Workshop July 22
- First Reading 2023-2024 Revised Budget
- First Reading 2024-2025 Budget
- First Reading Tax Rate
- First Reading Fee Schedule

- Public Hearing and Adoption of: August 8 – Regular Council Meeting
- 2023-2024 Revised Budget
- Tax Rate
- 2024-2025 Budget
- Fee Schedule

The Revised FY 2023-2024 and Proposed FY 2024-2025 Budgets information was as follows:

General Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Taxes & Franchises	\$ 106,560,116	\$ 112,310,720	\$ 110,339,580	\$ 113,834,600
Licenses & Permits	1,677,161	1,287,480	1,340,480	1,257,980
Intergovernmental Revenue	7,090,040	125,465	144,645	124,700
Charges for Services	1,713,475	1,514,202	1,591,306	1,343,655
Fines & Forfeitures	1,171,933	1,123,810	980,710	982,340
Miscellaneous Revenue	12,236,459	12,897,998	13,312,048	13,212,806
Transfers In	2,576,009	2,578,000	2,578,000	2,583,000
Total Revenues	133,025,194	131,837,675	130,286,769	133,339,081
Expenditures				
Personnel Costs	83,575,061	91,013,462	89,588,724	95,093,064
Supplies & Materials	3,975,713	4,465,858	4,462,490	4,149,916
Purchased Services	4,689,382	5,572,072	5,026,824	5,289,713
Other Charges & Services	14,201,012	17,673,283	16,998,814	16,634,670
Capital Outlay	100,739	-	-	-
Transfers Out	20,935,799	13,113,000	22,172,044	12,171,718
Total Expenditures	127,477,706	131,837,675	138,248,896	133,339,081
Net Revenues Over (Under) Expenditures	5,547,488	-	(7,962,127)	-
Fund Balance Beginning, October 1	35,085,466	30,330,831	40,632,954	32,670,827
Fund Balance Ending, September 30	\$ 40,632,954	\$ 30,330,831	\$ 32,670,827	\$ 32,670,827

General Fund FY 2024 Revised Revenue Changes from Original Budget

Category	Description	Increase (Decrease)
Sales tax	Decrease in receipts	\$(1,839,120)
Franchise fees	Decrease in gas franchise	(218,270)
Other taxes	Increase in mixed beverage tax receipts	65,000
Municipal Court fines	Decrease in citations	(143,100)
Recoveries of expenditures	Recoveries from Ambus deployments	424,727
All other changes		159,857
Total decrease in revenues		\$(1,550,906)

General Fund FY 2024 Revised Expenditure Changes from Original Budget

Category	Description	Increase (Decrease)
Personnel costs	Frozen positions and vacancy savings *	\$(1,424,738)
Other charges & services	50% credit to utility charges *	(580,000)
Transfers out	FY 23 year-end excess fund balance transfer to MIP	8,089,334
	Reduce transfer for Street Maintenance projects *	(500,000)
	Reduce MIP sales tax transfer from 5% to 4.5% *	(329,455)
	Fund 380 Agreement for AYSA Year 1	800,000
All other changes		356,080
Total increase in expenditures		\$6,411,221

* Expenditure reductions in response to sales tax revenue decrease



General Fund FY 2025 Revenue Changes from FY 2024 Revised Budget		
Category	Description	Increase (Decrease)
Property tax	8% increase in taxable values and increase in tax rate	\$3,776,620
Sales tax	Decrease due to full 12 months of audit repayment to State	(483,780)
Parks & Recreation Charges	Removed Summer Playground and other recreation program changes	(232,250)
All other changes		(8,278)
Total increase in revenues		\$3,052,312

General Fund FY 2025 Expenditure Changes from FY 2024 Revised Budget		
Category	Description	Increase (Decrease)
Personnel costs	Meet & Confer payroll increase	\$3,363,342
	Stability Pay changes for comp plan compression	1,072,269
Other charges & services	Contributions for community partners *	(231,249)
Transfers out	Remove FY 23 year-end excess fund balance transfer to MIP	(8,089,334)
	Remove transfer for 380 Agreement	(800,000)
	Remove transfer for Convention Center projects	(789,395)
Various categories	Recreation program changes *	(859,070)
All other changes		1,423,622
Total increase in expenditures		\$(4,909,815)

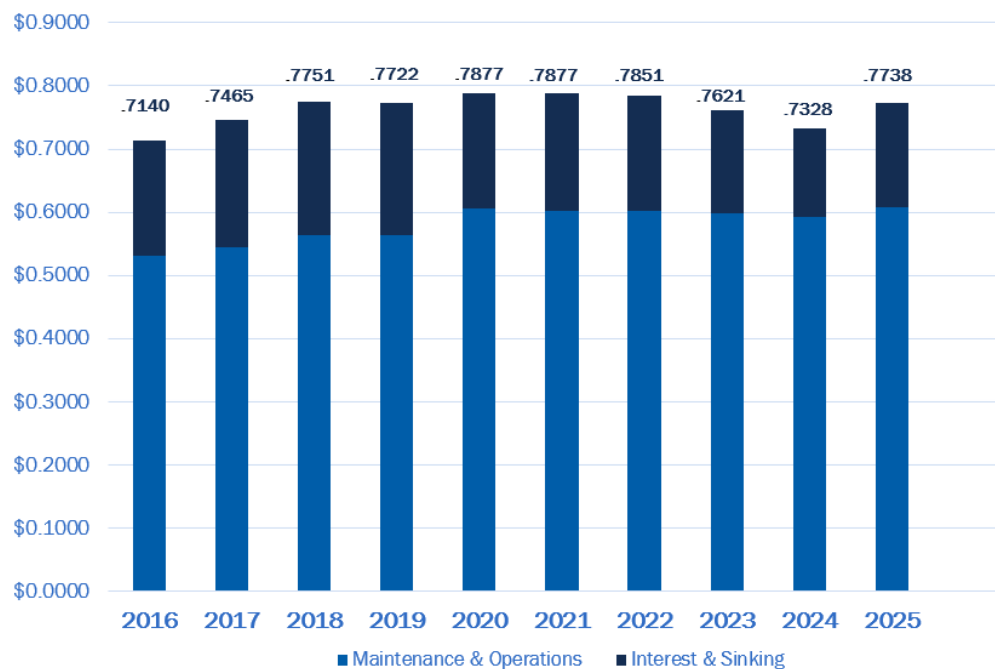
* Expenditure reductions in response to sales tax revenue decrease



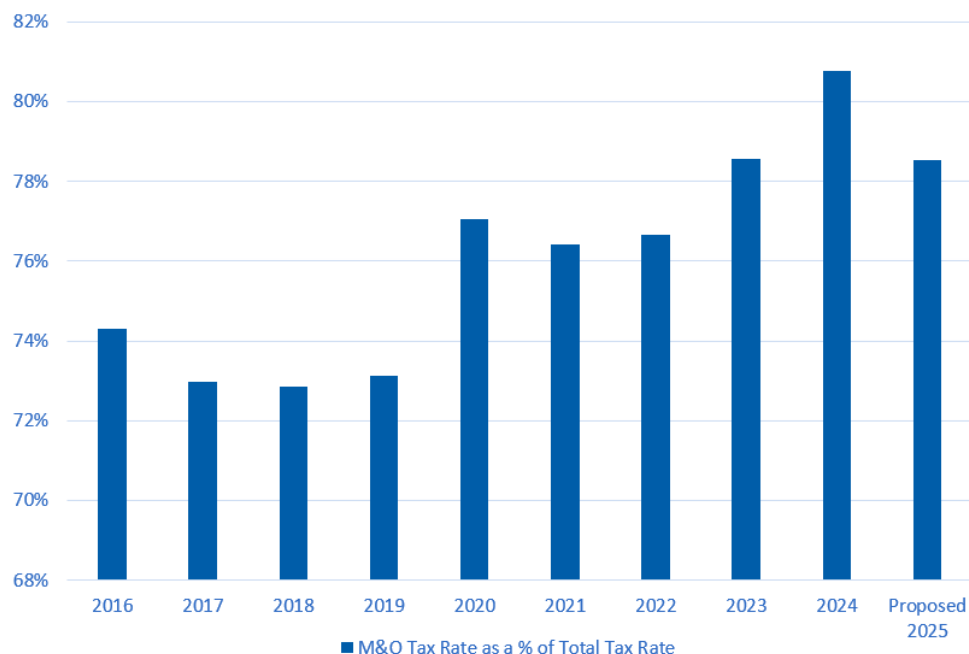
Schedule of Tax Rate Per \$100 Assessed Valuation FY 2016-FY 2025

Fiscal Year	General Operating	General Debt Service	Total Tax Rate
2016	.5306	.1834	.7140
2017	.5448	.2017	.7465
2018	.5648	.2103	.7751
2019	.5648	.2074	.7722
2020	.6069	.1808	.7877
2021	.6019	.1858	.7877
2022	.6019	.1832	.7851
2023	.5988	.1633	.7621
2024	.5918	.1410	.7328
2025	.6078	.1660	.7738

Historical Tax Rates Per \$100 Valuation



Maintenance & Operations Tax Rate as a Percentage of the Total Tax Rate



Stability Pay Scenarios for Non-Civil Service Employees

	Current	Scenario 1: \$8,000 Max	Scenario 2: \$10,000 Max	Scenario 3: \$12,000 Max
Maximum Payout	\$2,880	\$8,000	\$10,000	\$12,000
Minimum Service	5 years	1 year	1 year	1 year
Formula	Current Salary x .005 x Years of Service	\$400 x Years of Service	\$500 x Years of Service	\$600 x Years of Service
Years to Reach Max	Varies based on salary *	20 years	20 years	20 years
Increase in Cost to General Fund	\$49,371	\$752,884	\$1,072,269	\$1,342,283

Scenario #2 included in
2025 Proposed Budget



*As an example, under the current program an employee with a salary of \$40,000 reaches maximum at 15 years of service.

Water & Sewer Operating Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Charges for Services				
Water Charges	\$ 50,659,444	\$ 53,109,630	\$ 52,878,728	\$ 57,917,479
Sewer Charges	17,743,585	19,355,280	19,284,840	21,258,360
Other Charges	924,580	1,060,000	1,060,000	1,060,000
Miscellaneous Revenue				
Investment Income	1,119,429	961,810	1,011,810	1,011,810
Rents & Royalties	84,539	82,910	82,910	82,910
Recoveries of Expenditures	16,332	129,690	180,440	129,690
Other Income	156,516	5,130	37,230	5,130
Sale of Assets	470,274	-	-	-
Total Revenues	71,174,700	74,704,450	74,535,958	81,465,379
Expenditures				
Water Administration	2,271,159	3,258,740	3,610,422	4,194,983
Customer Service	4,005,987	5,582,356	6,032,722	6,484,580
Water Production	7,848,448	8,536,903	8,773,646	8,513,018
Water Treatment	6,651,954	8,879,854	9,813,685	9,962,271
Water Distribution	7,866,828	8,982,433	9,241,057	9,522,830
Wastewater Collection	2,398,257	2,578,025	2,754,603	2,797,734
Wastewater Treatment	4,658,868	4,727,143	5,293,571	5,372,792
Environmental Lab	1,813,472	2,012,187	2,108,017	2,838,259
Utility Special Services	34,130,429	36,342,690	36,342,690	31,778,912
Total Expenditures	71,645,402	80,900,331	83,970,413	81,465,379
Net Revenues Over (Under) Expenditures	(470,702)	(6,195,881)	(9,434,455)	-
Fund Balance Beginning, October 1	28,209,095	27,110,300	27,738,393	18,303,938
Fund Balance Ending, September 30	\$ 27,738,393	\$ 20,914,419	\$ 18,303,938	\$ 18,303,938

Water & Sewer Operating Fund FY 2024 Revised Revenue Changes from Original Budget

Category	Description	Increase (Decrease)
Charges for services	Decrease for 50% utility credit to General Fund	\$(301,342)
Investment income	Increase in rates	50,000
All other changes		82,850
Total decrease in revenues		\$(168,492)

Water & Sewer Operating Fund FY 2024 Revised Expenditure Changes from Original Budget

Category	Description	Increase (Decrease)
Personnel	Utility Billing Customer Service new positions and other increases	\$470,962
Supplies	Chemical cost increases	470,000
	Water and sewer system maintenance	1,165,399
Capital Outlay	Environmental Lab equipment	174,656
All other changes		789,065
Total increase in expenditures		\$3,070,082

Water & Sewer Operating Fund FY 2025 Revenue Changes from FY 2024 Revised Budget

Category	Description	Increase (Decrease)
Charges for services	Water and sewer rate increases	\$7,012,271
All other changes		(82,850)
Total increase in revenues		\$6,929,421

Water & Sewer Operating Fund FY 2025 Expenditure Changes from FY 2024 Revised Budget

Category	Description	Increase (Decrease)
Personnel	Stability Pay changes for comp plan compression	\$440,380
Purchased Services	Engineering and consulting services	410,110
Other Charges & Services	Increase in indirect cost charges	276,553
	Increase in franchise tax payment	196,490
Capital Outlay	Environmental Lab equipment	545,344
Transfers Out	Decrease in capital project transfers	(4,503,284)
All other changes		129,373
Total decrease in expenditures		\$(2,505,034)

City of Abilene Water Utilities - CIP 5 YR. PLAN

Projects (amounts in millions)	2024	2025	2026	2027	2028
Transmission Line Valve Replacement	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Manhole Rehab & Replacement	0.15	0.15	0.15	0.15	0.15
Utility Relocates	1.50	1.50	1.50	1.50	1.50
Unplanned Projects	2.50	2.50	2.50	2.50	2.50
S 14th Street Water Line Relocation from Pioneer to Sylvan	0.58				
PK RO Concentrate Line Phase 2	2.43	2.43			
Buttonwillow Sewer Intercept Improvements	1.47				
WTP Caustic Tank & Dry Polymer Feed	1.42				
Hwy 83/FM3034 Water Line Relocation	0.73				
Lake Abilene Dam Improvements	1.75	1.75			
Projects – continued (in millions)	2024	2025	2026	2027	2028
Grimes WTP – Filter Media Replacement	\$0.76				
Grimes WTP – Clarifier & Backwash Tank Rehab	0.63				
30" Cottonwood Street	1.31				
24" & 20" Loop 322 Water Line, Maple to Buffalo Gap	1.73	\$1.73			
1.5 MG Elevated Storage Tank for 2nd PP		3.61	\$3.61		
20" Hwy 277 <u>Twilight</u> Trail Water Line		1.28	1.28		
East Hwy 80 14" CI Replacement		0.98	0.98		
NEWTP Rehabilitation		11.50	11.50		
1.5 MG Elevated Storage Tank for 1st PP			4.15	\$4.16	
Prison EST <u>Rehabilitation</u> (0.25 MG)			0.59		
Projects – continued (in millions)	2024	2025	2026	2027	2028
10" Lake Ft Phantom Loop			\$1.61	\$1.61	
Hamby WWTP Sludge Disposal Site				2.80	\$2.80
1st/2nd PP Boundary Modifications					1.58
Totals	\$17.11	\$27.58	\$28.02	\$12.87	\$8.68

Airport Operating Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Intergovernmental Revenue				
Federal Grants & Programs	\$ 1,267,327	\$ -	\$ -	\$ -
State Grants & Contracts	50,000	35,000	75,000	75,000
Charges for Services	1,669,683	1,553,146	2,023,860	2,012,671
Miscellaneous Revenue	687,953	732,551	791,509	793,555
Total Revenues	3,674,963	2,320,697	2,890,369	2,881,226
Expenditures				
Personnel Costs	1,663,323	1,910,666	1,917,638	1,982,061
Supplies & Materials	291,403	242,170	242,320	217,885
Purchased Services	83,277	156,636	141,846	154,196
Other Charges & Services	634,050	959,320	977,520	1,032,836
Total Expenditures	2,672,053	3,268,792	3,279,324	3,386,978
Net Revenues Over (Under) Expenditures	1,002,910	(948,095)	(388,955)	(505,752)
Fund Balance Beginning, October 1	282,911	1,043,531	1,285,821	896,866
Fund Balance Ending, September 30	\$ 1,285,821	\$ 95,436	\$ 896,866	\$ 391,114

Solid Waste Services Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Charges for Services	\$ 18,580,052	\$ 20,816,580	\$ 20,742,833	\$ 22,947,535
Miscellaneous Revenue	196,181	174,210	174,210	174,210
Total Revenues	18,776,232	20,990,790	20,917,043	23,121,745
Expenditures				
Personnel Costs	4,623,444	4,963,425	5,021,155	5,517,330
Supplies & Materials	126,138	201,010	241,010	227,010
Purchased Services	3,382,173	3,587,057	3,338,010	3,401,133
Other Charges & Services	6,228,292	7,180,111	7,182,821	7,423,769
Capital Outlay	414,579	450,000	410,000	750,000
Transfers Out	2,527,850	4,475,000	4,724,047	4,960,000
Total Expenditures	17,302,476	20,856,603	20,917,043	22,279,242
Net Revenues Over (Under) Expenditures	1,473,756	134,187	-	842,503
Fund Balance Beginning, October 1	3,634,192	4,609,046	5,107,948	5,107,948
Fund Balance Ending, September 30	\$ 5,107,948	\$ 4,743,233	\$ 5,107,948	\$ 5,950,451

Stormwater Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Charges for Services	\$ 3,236,505	\$ 3,593,430	\$ 3,571,180	\$ 3,651,764
Fines	456	1,000	1,000	1,000
Miscellaneous Revenue	130,566	119,850	119,850	122,330
Total Revenues	3,367,527	3,714,280	3,692,030	3,775,094
Expenditures				
Personnel Costs	1,397,754	1,609,303	1,536,371	1,649,011
Supplies & Materials	149,638	360,509	290,259	308,229
Purchased Services	10,351	191,180	221,180	137,430
Other Charges & Services	1,443,839	1,830,873	1,799,953	1,680,424
Capital Outlay	(88,765)	-	-	-
Transfers Out	259,000	-	70,250	-
Total Expenditures	3,171,817	3,991,865	3,918,013	3,775,094
Net Revenues Over (Under) Expenditures	195,710	(277,585)	(225,983)	-
Fund Balance Beginning, October 1	1,892,506	1,469,827	2,088,216	1,862,233
Fund Balance Ending, September 30	\$ 2,088,216	\$ 1,192,242	\$ 1,862,233	\$ 1,862,233

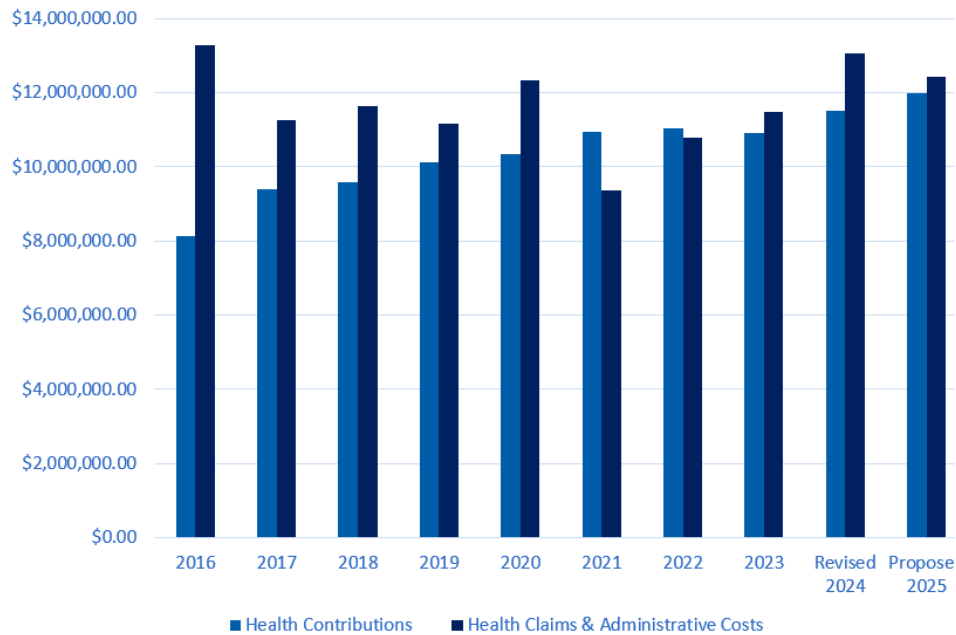
Self Insurance Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Charges for Services	\$ 14,606,590	\$ 15,591,897	\$ 15,636,305	\$ 16,495,885
Miscellaneous Revenue	1,011,165	821,480	2,273,480	797,788
Transfers In	703,220	200,000	200,000	200,000
Total Revenues	16,320,975	16,613,377	18,109,785	17,493,673
Expenditures				
Personnel Costs	504,526	554,731	563,289	520,414
Supplies & Materials	24,240	44,759	44,469	44,359
Purchased Services	185,326	181,000	292,218	241,660
Other Charges & Services	14,516,620	15,815,829	17,294,799	16,812,103
Capital Outlay	-	166,200	71,282	-
Total Expenditures	15,230,712	16,762,519	18,266,057	17,618,536
Net Revenues Over (Under) Expenditures	1,090,263	(149,142)	(156,272)	(124,863)
Fund Balance Beginning, October 1	6,782,194	8,132,864	7,872,457	7,716,185
Fund Balance Ending, September 30	\$ 7,872,457	\$ 7,983,722	\$ 7,716,185	\$ 7,591,322

Health Insurance Plan Changes

	2025 Proposed (10% EE Increase)	2025 Proposed (33% EE Increase)	2025 Proposed
Employee Premiums-monthly cost	Base Plan	Buy Up Plan	High Deductible Health Plan
Employee only	\$149 \$164	\$180 \$239	\$90
Employee+children	\$328 \$361	\$384 \$511	\$230
Employee + spouse	\$567 \$624	\$657 \$874	\$375
Employee+family	\$656 \$722	\$760 \$1,011	\$500
City Contributions	\$708 per employee monthly	\$708 per employee monthly	\$708 per employee monthly + \$750 \$1,000 annually to HDHP
Medical Copay	\$50/\$75	\$35/\$60	100% after deductible
Prescription Copay	\$15/\$50/\$70/ \$150	\$15/\$50/\$70/ \$150	100% after deductible
Deductible	\$3,000/\$6,000 \$7,500/\$15,000	\$1,500/\$3,000 \$5,500/\$11,000	\$4,500/\$9,000 \$4,500/\$9,000

Health Contributions compared to Health Claims/Administrative Charges



Street Maintenance Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Street Maintenance Fee	\$ 7,278,271	\$ 7,271,850	\$ 7,256,450	\$ 7,256,450
Investment Income	140,933	79,570	200,000	150,000
Contributions & Donations	1,884,552	-	1,657,300	-
Transfers In	4,580,498	5,340,900	4,840,900	4,840,900
Total Revenues	13,884,253	12,692,320	13,954,650	12,247,350
Expenditures				
Supplies & Materials	643,063	1,040,900	1,025,005	1,040,900
Transfers Out - Street Project Fund	10,186,033	14,653,000	15,856,030	10,775,000
Total Expenditures	10,829,096	15,693,900	16,881,035	11,815,900
Net Revenues Over (Under) Expenditures	3,055,157	(3,001,580)	(2,926,385)	431,450
Fund Balance Beginning, October 1	2,465,067	6,396,356	5,520,224	2,593,839
Fund Balance Ending, September 30	\$ 5,520,224	\$ 3,394,776	\$ 2,593,839	\$ 3,025,289

Fire Apparatus Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Transfer from General Fund	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000
Transfer from Minor Improvement Fund	-	-	1,000,000	-
Interest Earnings	40,459	19,071	36,438	15,518
Total Revenues	1,140,459	1,119,071	2,136,438	1,115,518
Expenditures				
Booster Line	-	-	3,380	-
Brush Truck	-	400,000	352,500	200,000
Cardiac Monitor Lease	87,712	87,712	207,405	207,405
Electric Vehicle Equipment	-	-	20,600	-
Elegard CPR System	49,992	-	-	-
Fire Engines	1,421,020	-	-	1,815,581
Firefighting Hose	18,264	-	-	-
Field Resource Medic Vehicle	-	78,750	184,831	-
Gear Extractor Pumps	-	-	13,806	-
Hazmat Response Vehicle	-	-	599,627	-
Laundry Washer-Extractors	15,969	-	-	-
Mobile Data Computers	-	-	79,600	201,659
PPE Gear	-	-	260,000	-
Rescue Equipment	-	-	58,698	-
Rescue Vehicle	-	-	-	50,000
SCBA Washable Harnesses	15,713	-	-	-
Station #4 Demo	49,535	-	-	-
Swift Water Rescue Equipment	12,051	-	-	-
Thermal Imaging Cameras	-	-	14,600	-
Utility Task Vehicle	6,410	-	-	-
Total Expenditures	1,676,666	566,462	1,795,047	2,474,645
Net Revenues Over (Under) Expenditures	(536,207)	552,609	341,391	(1,359,127)
Fund Balance Beginning, October 1	1,746,665	953,548	1,210,458	1,551,849
Fund Balance Ending, September 30	\$ 1,210,458	\$ 1,506,157	\$ 1,551,849	\$ 192,722

Police Apparatus Fund – Budget Summary

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Transfer from General Fund	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000
Transfer from Seized Funds	-	40,000	40,000	40,000
Transfer from Fleet	-	-	-	286,860
Interest Earnings	58,953	29,797	53,168	19,729
Total Revenues	1,158,953	1,169,797	1,193,168	1,446,589
Expenditures				
Alternate light source	23,670	-	-	-
BearCat glass	20,163	-	-	-
Benchmark software	-	36,750	-	-
Body worn / in car cameras	549,329	409,452	289,777	493,440
Bomb robots	-	-	-	400,000
Bomb suit	-	-	38,492	-
ForceMetrics analytics software	12,000	-	12,300	12,608
Gas masks	-	-	-	27,300
Hard body armor	4,647	-	18,012	278,910
Investigate pro dongle license	3,000	-	3,075	3,152
K-9	-	15,750	15,375	16,125
Launchers	-	6,300	6,300	-
Leasehold improvements	23,161	-	-	-
LPR commercial data	20,020	19,950	25,189	26,197
Mobile command center	-	-	315,879	-
Mobile command center radios	-	-	32,949	-
Mobile data computers	-	95,702	376,000	-
Mobile data computer docks	-	-	58,682	15,860
Mobile data computer cradles	-	-	214,600	58,000
Mobile radios	-	-	-	118,000
Mounted Patrol	8,977	23,783	680	-
Radar	-	-	-	57,620
Real-time information center	6,712	-	104,923	-
Rifles (swat)	29,808	31,500	31,192	-
Soft body armor	51,345	52,920	52,628	53,944
Tasers - 5 year payout	151,620	151,620	148,870	148,870
Ticketwriter message switch	-	2,625	2,704	2,771
Ticketwriter printers	8,340	8,593	8,593	8,798
Ticketwriter site license	36,400	36,400	36,400	36,400
Total Expenditures	949,192	891,345	1,792,620	1,757,995
Net Revenues Over (Under) Expenditures	209,761	278,452	(599,452)	(311,406)
Fund Balance Beginning	1,376,153	1,489,826	1,585,914	986,462
Fund Balance Ending	\$ 1,585,914	\$ 1,768,278	\$ 986,462	\$ 675,056

MINOR IMPROVEMENT FUND

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Revenues				
Transfers from General Fund	\$ 8,867,434	\$ 2,339,668	\$ 10,153,470	\$ 2,001,168
Transfers from Capital Project Funds	141,353	-	-	-
Transfer from Health Fund	28,400	-	-	-
Transfers from TIRZ	100,000	100,000	100,000	13,059
Transfers from Water	93,700	93,700	123,160	-
Transfers from Solid Waste	-	-	249,046	-
Transfers from Stormwater	259,000	-	-	-
ARPA-CSLFRF Grant	-	5,000,000	-	-
Contributions and donations	-	-	106,950	-
Interest earnings	603,490	-	323,800	-
Miscellaneous recoveries	-	-	-	-
Total Revenues	10,093,377	7,533,368	11,056,426	2,014,227
Expenditures				
City Manager's Office				
810 North 6th	7,950	-	321,846	-
Animal Shelter	1,167,845	2,100,000	5,025,229	-
City Hall 1st Floor / Basement Remodel	879,906	-	11,022	-
City Hall 2nd Floor Office Remodel	10,882	-	-	-
City Hall 2nd Floor Administration	-	-	19,747	-
City Hall Exterior / Building Envelope	568,851	-	273,185	-
AIC 380 Agreement -101 Cypress Demo	492,000	-	-	-
Downtown Hotel Changeorder #4	303,911	-	944,178	-
Downtown Hotel Convention Center Naming Rights	61,625	-	36,201	-
Downtown Public Parkway Improvement Plan	30,000	-	-	-
Fallen Hero Memorial	40,950	-	424,350	-
Habitat for Humanity 380 Agreement-1350 Cypress	116,700	-	363,300	-
Heritage Square	-	-	900,000	-
Hwy 36 Acres	7,500	-	-	-
Office of Professional Standards				
City Marshal Cameras	-	-	39,967	-
Human Resources				
Ceridian Implementation Assistance	30,144	-	16,056	-
Comp & Class Study	19,900	-	-	-
Information Technology				
ERP System Phase I	1,042,244	93,700	1,110,095	-
Surveillance Cameras - Library	48,923	-	-	-
Solar Pole & Camera Equipment	28,924	-	-	-
Expenditures - continued				
Police				
Impound - Security Enhancement System	\$ 35,748	\$ -	\$ -	\$ -
LEC Fire Suppression Line	49,985	-	-	-
LEC Roof	811,075	-	163,565	-
Mobile Command Center	-	-	315,879	-
Fire				
EOC Equipment	-	-	125,000	-
Fire Marshal Office	-	-	63,000	-
Fire Station #9 ¹	575,486	-	4,836	-
Fire Training Facility ¹	15,309	-	-	-
Fire Workout Facility	53,247	-	-	-
Generator (FEMA Grant Match)	-	-	76,960	-
Station #4 Demo	40,550	-	-	-
Station #9 Apparatus	-	-	1,000,000	-
Public Health				
Electronic Health Records System	79,282	-	37,618	-
Planning & Development Services				
Brianwood Apartments	-	-	300,000	-
Comprehensive Plan	24,678	-	-	-
Land Development Code Rewrite	-	-	403,000	-
Public Works				
Catclaw Drainage Improvements	93,598	-	165,402	-
Cypress Streetscape Improvements ¹	325,200	-	759,614	-
Solid Waste Route Automation	-	-	249,047	-
EN 10th Taylor Elementary Improvements	-	-	400,000	-
Transportation				
TxDOT Aviation Grant Match-Texas Forest Service	-	2,000,000	-	-
Ramp Improvements ²	-	743,000	-	-
Microwave Radio System ^{1, 2}	-	-	-	-
Library				
Heritage Square	12,346	-	219,118	-
Zoo				
Zoo Fiber Infrastructure	-	-	49,756	-
Perimeter Fence on Northwest Acreage	-	65,000	65,000	-
Parks & Recreation				
Adaptive Recreation Roof	5,555	-	-	-
Adventure Cove Repairs	-	-	101,790	-
Baseball/Softball Master Plan	10,500	-	14,500	-
Cedar Creek Trail ¹	1,148,385	-	227,256	-
Cobb Park New Restroom	203,904	-	7,603	-
Dog Park	-	500,000	1,025,725	-
Eproval Special Event Permitting Software	9,000	-	-	-
Lake Ft Phantom Park Master Plan	-	-	126,700	-

	ACTUAL 2022-2023	APPROVED 2023-2024	REVISED 2023-2024	PROPOSED 2024-2025
Expenditures - continued				
Parks & Recreation - continued				
League Grant Projects	\$ -	\$ 300,000	\$ 10,765	\$ -
Dixie Little League Batting Cages	-	-	57,390	-
Northern Little League Improvements	-	-	106,000	-
Southern Little League Improvements	-	-	37,820	-
Wylie Little League Improvements	-	-	54,313	-
Wylie Fastpitch Softball Improvements	-	-	45,998	-
Ablene Hockey Rink	-	-	27,000	-
Ablene Hockey Benches	-	-	33,024	-
Maxwell Golf Course Survey	5,657	-	-	-
Maxwell Golf Course Bridges Phase 2	204,000	-	-	-
Nelson Park Flat Fields	-	6,000,000	5,000,000	-
Nelson Park - Walking Trail Replacement	607,550	-	33,923	-
Nelson Wilson Park Improvements	-	150,000	181,115	-
Redbud Park - Walking Trail Replacement ¹	940,033	-	49,476	-
Rose Park Pickleball Courts ²	4,625	1,500,000	148,875	-
Splash Pads Shade Structures	-	93,700	93,700	-
Sears Park Playground Equipment	-	-	277,522	-
Sears Park - Walking Trail Replacement	288,536	-	107,982	-
Valentine Park Improvements	413,690	-	158,257	-
Vaughn Camp Park Playground Equipment	86,483	-	-	-
Wylie Softball Dugouts	-	-	34,641	-
Total Capital Project Expenditures	10,902,677	13,545,400	21,864,348	-
Net Revenues Over (Under) Expenditures	(809,300)	(6,012,032)	(10,807,922)	2,014,227
Fund Balance Beginning, October 1	16,726,577	7,571,541	15,917,277	5,109,355
Fund Balance Ending, September 30	\$ 15,917,277	\$ 1,559,509	\$ 5,109,355	\$ 7,123,582

¹Also funded with other capital project funds. Those amounts are not reflected in this schedule.

²Proposed to be funded with future issuance of certificates of obligation

Proposed Projects for Certificates of Obligation (CO)

Project	Amount	Impact to Tax Rate (per \$100 value)	Approx. Annual Cost to Taxpayer*
TxDot Ramp Grant Match	\$1,919,908	.0015 per \$100	\$2.60
Microwave Radio System	740,041	.0006 per \$100	\$1.00
Equipping AHS Main Library	3,000,000	.0024 per \$100	\$4.06
Rose Park Pickleball Courts	2,087,960	.0017 per \$100	\$2.82
Total Projects for CO Issuance	\$7,747,909	\$.0062 per \$100	\$10.48

*Estimate based on average residential homestead appraised value for 2024 of \$170,404, with an annual city property tax bill of \$1,319 at the 2025 proposed tax rate.



All Other Funds
Other items to be aware of...

The Fleet Replacement Fund will purchase vehicle and equipment replacements as follows: \$2,207,720 for General Fund, \$391,000 for Water & Sewer Fund, \$52,000 for the Airport Fund, \$1,245,000 for the Solid Waste Fund, \$353,800 for the Stormwater Fund and \$48,000 for the Fleet Services Fund. This totals \$4,297,520. Within this total is \$624,720 for the Year 1 cost of new leases for patrol vehicles and some midsize SUVs. All purchases exceeding \$50,000 will require Council approval, and all will meet Council's adopted vehicle replacement policy.

Mr. Hanna also spoke about the concrete aprons for Fire Stations 6 and 8. They are deteriorating and need to be replaced. That cost is between \$770,000 and \$1.1 million. There is also a backlog of obligated building demolitions that were scheduled by the Board of Building Standards that need to be paid for.

DISCUSSION

Council discussed parking for APD patrol vehicles at the fire stations, and potential shade structures for the vehicles. The furniture at Abilene Heritage Square was discussed at length, and the majority wish to pay cash for that, not issue debt. Councilmember Yates suggested to fund the Microwave System and the TXDOT Airport Ramp with Certificates of Obligation, since they are durable goods that will last for the time that we would be paying off the debt.

Councilmember Beard proposed going with scenario one for the stability pay, to cut down on some costs, and to see what else could be cut to maintain the current tax rate. He asked to revisit the restroom at the dog park. He is abstaining on the TXDOT Airport Ramp though.

The pickleball courts were discussed at length, and it was the consensus of Council to not fund these at this time.

The stability pay was discussed at length. Councilmember Regan would like to see a straight adjustment to everyone's salary and not do the stability pay. The remainder of Council was in agreement to do scenario one on the stability pay.

The five additional police officers were discussed, as well as the Police Department's authorized strength.

Mayor Hurt recessed the meeting for a break between 10:30 a.m. and 10:35 a.m.

Councilmember Regan asked about pulling back the restrooms at the dog park.

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:36 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:

A.551.071 (Consultation with Attorney)
1. Dog Park

The Executive Session ended at 10:39 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

DISCUSSION CONTINUED

Council discussed the cushions that we will have on the MIP fund and the 90 day fund, if we pay cash for certain things. Mr. Hanna is comfortable with both cushions if Council decides to pay cash for the items discussed.

Council had questions on the timeline for the Microwave project and the TXDOT Airport Ramp. Don Green, Director of Transportation, spoke on those. They will both be put out to bid in the next few weeks so they hope to begin those projects soon.

Council had questions on the fire stations. Cande Flores, Fire Chief, spoke about the stations and the need for the new concrete aprons. He clarified that they could wait a little while on those, if needed.

Council had questions on cash funding versus issuing debt on several items and asked to see some numbers before a decision is made. Mr. Hanna asked to break for lunch so staff can run numbers.

Mayor Hurt recessed the meeting for lunch from 11:15 a.m. to 12:30 p.m.

After lunch, Mr. Hanna presented the following slides for Council's consideration:

Scenario for No M&O Tax Rate Increase			
		Amount	Impact to Tax Rate (per \$100 value)
Remove Tech Fund One-Time Outlay for Cameras and Screens		\$(199,000)	\$(.0024) per \$100
Reduce Stability Pay to \$8k Max		(319,385)	(.0038) per \$100
Remove Funding for 5 New Police Officers		(434,939)	(.0052) per \$100
Reduce City Manager Contingency		(100,000)	(.0012) per \$100
Rebuild ABI Funding		(281,730)	(.0034) per \$100
Total Cuts		\$(1,335,054)	\$(.0160) per \$100
Schedule of Tax Rate Per \$100 Assessed Valuation FY 2016-FY 2025			
Fiscal Year	General Operating	General Debt Service	Total Tax Rate
2016	.5306	.1834	.7140
2017	.5448	.2017	.7465
2018	.5648	.2103	.7751
2019	.5648	.2074	.7722
2020	.6069	.1808	.7877
2021	.6019	.1858	.7877
2022	.6019	.1832	.7851
2023	.5988	.1633	.7621
2024	.5918	.1410	.7328
2025	.6078 .5918	.1660	.7738 .7578

Mr. Hanna went over the numbers they used to come up with a no M&O tax rate increase. The options were discussed at length.

Leaving the five police officers in the budget was discussed. Ron Seratte, Chief of Police, came up to speak about the impact that will have. He is hopeful they will have a strong academy and will actually need to hire those five police officers in the near future. It is the consensus of Council to leave the officers in at this time.

Mr. Hanna confirmed Council's consensus on the following: not funding pickleball, using cash to pay for the AHS Library FF&E, hold off on the Fire Station Concrete Aprons until later in FY 25 before issuing any debt, \$150,000 to fund the backlog of building demolitions, leaving the five police officers in the budget, and going with scenario one on the stability pay.

ORDINANCES

3. Consider on First Reading - Ordinance Approving Revised 2023-2024 Budget

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

- Tammy Fogle
- Eric Bengs

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

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

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

NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on the Aviation Fund, the Self-Insurance Fund, and the TXDOT Airport Ramp. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

4. Consider on First Reading - Proposed 2024-2025 Budget

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

- Tammy Fogle

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

Mr. Hanna listed the following changes: cash fund \$3 million for the AHS Library FF&E, cash fund \$150,000 for building demolition, cash fund to offset the balance in the reduction of the RebuildABI program, not including pickleball, stability pay funded at scenario one, add back in the five new police officers, fund with debt the TXDOT Airport Ramp and the microwave system, and if sales tax doesn't materialize the fire station improvements later in the fiscal year.

Councilmember Yates moved to approve the item with the changes Mr. Hanna listed above. Deputy Mayor Pro-tem Craver seconded the motion; motion carried.

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

NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on the Aviation Fund, the Self-Insurance Fund, and the TXDOT Airport Ramp. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

5. Consider on First Reading - Ordinance Setting Tax Levy

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

Mayor Pro-tem McAlister moved to approve the item as presented at a \$0.763 tax rate. Councilmember Beard seconded the motion; motion carried.

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

NAYS (0): None

6. Consider on First Reading - Ordinance adopting fees and charges for FY 2024-2025

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

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

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

NAYS (0): None

ADJOURNMENT

Because the budget workshop was completed and scheduled ordinances adopted at first reading, the public was informed that the meetings scheduled for July 23rd and July 24th will not be held.

The meeting adjourned at 1:07 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
July 25, 2024 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on July 25, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Pro-tem Kyle McAlister delivered the invocation.

Ellanor and William Poarch led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-12. No item was pulled for individual consideration.

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. The following spoke:

- John Jacoby
- Dorothy Clay
- Tammy Fogle

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

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda consisting of items 2-12. Deputy Mayor Pro-tem Craver seconded the motion. Motion carried.

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

NAYS (0): None

Councilmember Beard had a conflict of interest on item 6 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 6 alone was:

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

NAYS (0): None

ABSTAIN (1): Councilmember Beard

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 11, 2024

3. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Bid CB #2456 to Masterscapes
[ASSIGNED RESOLUTION NO. 162-2024]
4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Uniform Rental Contract with Unifirst
[ASSIGNED RESOLUTION NO. 163-2024]
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Memorandum of Understanding with the Cities of Midland and San Angelo Regarding Implementation of Phase 1 of the Ft. Stockton Holdings Groundwater Project
[ASSIGNED RESOLUTION NO. 164-2024]
6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Amendment to FAA Reimbursable Agreement AJW-FN-CSA-23-SW-005677 to Increase the Scope and Fee for FAA Project Oversight
[ASSIGNED RESOLUTION NO. 165-2024]
7. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Four (4) 2024 Ford Utility Trucks from Arrow Ford Through Bids Received from CB-2458 for Parks, Facilities Maintenance, and Water Distribution
[ASSIGNED RESOLUTION NO. 166-2024]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Bids from Ghost Robotics and Onyx Industries for Defense Economic Adjustment Assistance Grant (DEAAG) Project in support of Dyess Air Force Base
[ASSIGNED RESOLUTION NO. 167-2024]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Thornton Homes for 2449 Shelton St.
[ASSIGNED RESOLUTION NO. 168-2024]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with NSNH LLC for 1225 Mesquite St.
[ASSIGNED RESOLUTION NO. 169-2024]
11. Ordinance (First Reading) Z-2024-18: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd Inc, To Change The Zoning Of Approximately 0.40 Acres From Medium Density (MD) To Medical Use (MU). Located At 1750 Pine St.
12. Ordinance (First Reading) CUP-2024-05: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Apply A Conditional Use Permit (CUP) To A Property. Specifically, To Allow A Duplex And An Accessory Dwelling Unit (ADU) On A Lot Zoned Residential Single Family (RS-8) For A Total Of Three (3) Dwelling Units On The Lot. Located At 748 Washington Boulevard

REGULAR AGENDA

13. Discussion: Hold a Discussion and Public Hearing, and Receive Direction on the Activities of the Code Compliance Division

Tim Littlejohn, Director of Planning & Development Services, presented the item. Mr. Littlejohn went over Compliance's progress in various areas such as nuisance calls, complaint resolutions, condemnation and compliance cases, abatements, and demolitions. Council praised Code Compliance for their work.

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

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

14. Ordinance (Final Reading) Z-2024-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Jacob & Martin, To Create A New Planned Development District (PD-186). The Proposed Planned Development District Will Allow The Following Base Zoning Classifications; Tract 1 General Retail (GR), Tract 2 Medium Density (MD) With Modified Building Setbacks located at 7455 Buffalo Gap Rd.
[ASSIGNED RESOLUTION NO. 32-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would create a new planned development district (PD-186) at the above referenced property.

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

- Clayton Farrow

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

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

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

NAYS (0): None

15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Submission of an Application Seeking \$13,000,000 in Financial Assistance from the Texas Water Development Board for Implementation of a Lead Service Line Replacement Program
[ASSIGNED RESOLUTION NO. 170-2024]

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would authorize the submission of an application seeking \$13,000,000 in financial assistance from the Texas Water Development Board (TWDB) for the implementation of a Lead Service Line Replacement (LSLR) Program.

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

- Dorothy Clay

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

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

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

NAYS (0): None

16. Presentation: Receive a Report and Hold a Discussion and Public Hearing, and Take Action on the Declaration by Mayor Weldon Hurt for Implementation of Two-Day a Week Watering Schedule in Accordance with Sec. 32-144 Year-Round Water Use Management of the City of Abilene Water Conservation Plan Ordinance

Rodney Taylor, Director of Water Utilities, presented the item. Mr. Taylor stated that a new watering schedule is prompted when the water levels get below the 50% capacity threshold. This declaration would implement the new watering schedule from three days a week to two, starting August 2nd. Mr. Taylor went over the proposed schedule, based on addresses.

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

- Dorothy Clay

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

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

17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Economic Development Plan
[ASSIGNED RESOLUTION NO. 171-2024]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene's Economic Development Plan for Fiscal Year 2025.

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

- Dorothy Clay

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 Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Budget for the Development Corporation of Abilene, Inc
[ASSIGNED RESOLUTION NO. 172-2024]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene's annual budget for Fiscal Year 2025.

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

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

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:51 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.D.551.072 (Deliberations About Real Property)

1. Maxwell Golf Course

19.D.551.074 (Personnel Matters)

1. City Manager

The Executive Session ended at 10:37 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:37 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

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)**

- **Betty Hardwick Center Board of Trustees**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 8th day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Betty Hardwick Center Board of Trustees</i>	
Priscilla Rayford [Reappointment]	August 2026



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

- Betty Hardwick Center Board of Trustees





City Council Agenda Memo

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to TanksCo, Inc. for the Grimes WTP Improvements Contract No. 2 - Clarifier & Backwash Tank Rehabilitation (Rodney Taylor)

GENERAL INFORMATION

Water Utilities Staff is recommending that the Abilene City Council award the bid to TanksCo, Inc. (TanksCo) of Decatur, Texas in the amount of \$451,900.00 for the Grimes WTP Improvements Contract No. 2 - Clarifier & Backwash Tank Rehabilitation, CB-2451. The bid was advertised in the Abilene Reporter News on May 18th and 25th, 2024. Eight bids were received on June 21st, 2024. The bids were evaluated for compliance with the bid specifications. TanksCo submitted the lowest qualifying bid that met the bid specifications. The Engineer and City staff have determined that the bid by TanksCo provides the Best Value to the City. Staff recommends awarding the bid to TanksCo.

SPECIAL CONSIDERATIONS

The Grimes Water Treatment Plant (GWTP) was originally constructed around 1940. Several expansion and renovation projects have been completed since that time. The GWTP is currently operational and it produces water that meets or exceeds State and Federal regulatory drinking water standards. The 2010 and 2020 Water Treatment Plant Master Plans recommend the decommissioning of the GWTP and moving its capacity to the Northeast and Hargesheimer Water Treatment Plants. Until those expansion projects and other infrastructure improvements are completed, it is essential that the GWTP is properly maintained to preserve capacity and reliability, and to meet regulatory compliance standards. During a routine Comprehensive Compliance Investigation in June 2023 the TCEQ issued an Alleged Violation for failure to maintain the Grimes WTP backwash elevated storage tank in strict accordance with current AWWA standards. The Grimes WTP Improvements Contract No. 2 - Clarifier & Backwash Tank Rehabilitation does resolve the alleged violation by providing needed structural repairs and recoating of steel clarifier and backwash tank components necessary for extending the life

of those components to the time of decommissioning.

FUNDING/FISCAL IMPACT

The improvement project will be funded using Water Utility Funds designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to TanksCo, Inc. for the Grimes WTP Improvements Contract No. 2 - Clarifier & Backwash Tank Rehabilitation project for the amount of \$451,900.00, as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-TankCo-Grimes WTP-8-8-2024
2. Letter of Recommendation-Grimes WTP-Contract No 2-Clarifier and Backwash Tank Rehabilitation Project-TanksCo Inc-7-25-2024
3. Bid Tab Sheet-Grimes WTP-Contract No 2-Clarifier and Backwash Tank Rehabilitation Project-TanksCo Inc-7-25-2024
4. Presentation-Award Bid-TanksCo Inc-Grimes WTP Improvements Contract No 2-Clarifier n Backwash Tank Rehabilitation-8-8-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO TANKSCO, INC FOR THE GRIMES WTP IMPROVEMENTS
CONTRACT NO. 2 – CLARIFIER & BACKWASH TANK REHABILITATION.**

WHEREAS, the City of Abilene (Abilene) owns and operates a Public Water Supply System that includes the Grimes Water Treatment Plant (GWTP); and

WHEREAS, the 2010 and 2020 Water Treatment Plant Master Plans recommend the decommissioning of the GWTP and moving its capacity to the Northeast and Hargesheimer Water Treatment Plants; and

WHEREAS, the GWTP is aged and in need of rehabilitation of steel structures such as clarifier equipment and the backwash storage tank, which are each essential for the ongoing capacity, reliability, and regulatory compliance of the plant; and

WHEREAS, the City hired Jacob and Martin, LLC to evaluate the GWTP process structures and equipment for reliability and performance and prepare plans and contract documents for the rehabilitation of steel components of the two clarifiers and the elevated backwash tank including making repairs, sandblasting, and recoating; and

WHEREAS, TanksCo, Inc. submitted the lowest qualifying bid that met the bid specifications for the Grimes WTP Improvements Contract No. 2 – Clarifier & Backwash Tank Rehabilitation, and staff and the Engineer have determined that the bid provides the Best Value to the City and therefore recommends awarding the bid to TanksCo, Inc. for the amount of \$451,900.00; and

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

That the City Manager is authorized to execute a contract with TanksCo, Inc. for the Grimes WTP Improvements Contract No. 2 – Clarifier & Backwash Tank Rehabilitation for the amount of \$451,900.00.

ADOPTED this 8th day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



INTEGRITY
EXCELLENCE
TRUST

July 15, 2024

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
555 Walnut Street
Abilene, Texas 79601

RE: Grimes WTP Improvements –
Contract No. 2: Clarifier and Backwash Tank Rehabilitation
Letter of Recommendation

Sent: Via Email

Dear Mr. Taylor:

On June 21, 2024, bids were opened for the Grimes WTP Improvements – Contract No. 2: Clarifier and Backwash Tank Rehabilitation project. There were eight bids received. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The eight bids have been evaluated based on “Best Value” criteria included in the contract documents. We have reviewed all bids for conformity with the contract documents and checked their references. Based on our evaluation of the bids, it is our conclusion that TanksCo, Inc. provides the “Best Value” competitive bid at a contract amount of \$451,900.00.

Jacob and Martin recommends the contract be awarded to TanksCo, Inc. for the total contract amount of \$451,900.00. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by TanksCo, Inc. and the City. Feel free to contact me if you have any questions.

Sincerely,

JACOB | MARTIN

Kirt Harle, P.E.
Attachments – Bid Tabulation



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				TanksCo., Inc.		D&M Tank, LLC		O&A Classic Coatings and Paintings Corporation		J.R. Stelzer, Co.		Blastco Texas, Inc	
				1102 CR 4360		6901 Mansfield Cardinal Rd.		441 Fieldwood Terrace		5850 Russell Dr., Suite 1		16201 Wood Dr.	
				Decatur, TX 76234		Kennedale, TX 76060		Hurst, TX 76053		Lincoln, NE 68507		Channelview, TX 77530	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 27,500.00	\$ 27,500.00	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 8,900.00	\$ 8,900.00
2	Brush Blast and Recoat around the Center Drum and Apron - East and West Clarifiers	1	LS	\$ 29,900.00	\$ 29,900.00	\$ 80,250.00	\$ 80,250.00	\$ 30,000.00	\$ 30,000.00	\$ 129,000.00	\$ 129,000.00	\$ 94,200.00	\$ 94,200.00
3	Brush Blast and Recoat Weir Troughs - East and West Clarifiers	1	LS	\$ 51,500.00	\$ 51,500.00	\$ 103,100.00	\$ 103,100.00	\$ 296,000.00	\$ 296,000.00	\$ 205,000.00	\$ 205,000.00	\$ 164,900.00	\$ 164,900.00
4	Sandblast and Recoat Interior of Backwash Tank	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 80,650.00	\$ 80,650.00	\$ 78,200.00	\$ 78,200.00	\$ 54,150.00	\$ 54,150.00	\$ 107,905.00	\$ 107,905.00
5	Powerwash and Overcoat Exterior of Backwash Tank	1	LS	\$ 51,000.00	\$ 51,000.00	\$ 32,600.00	\$ 32,600.00	\$ 51,000.00	\$ 51,000.00	\$ 57,400.00	\$ 57,400.00	\$ 131,548.00	\$ 131,548.00
6	Full Backwash Tank Containment System	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 10,000.00	\$ 10,000.00
7	Replacement of Overflow Pipe, including Flap Valve and 4'x6' Concrete Splash Pad	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 32,000.00	\$ 32,000.00	\$ 18,000.00	\$ 18,000.00	\$ 22,000.00	\$ 22,000.00	\$ 50,610.00	\$ 50,610.00
8	Replacement of Vent	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00	\$ 9,000.00	\$ 9,000.00	\$ 5,280.00	\$ 5,280.00
9	Replacement of Riser Pipe Manway Hatch	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,800.00	\$ 7,800.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,880.00	\$ 8,880.00
10	Replacement of Roof Manway Hatch	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,850.00	\$ 2,850.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00
11	Replacement of Interior Access Ladder	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 13,750.00	\$ 13,750.00	\$ 2,500.00	\$ 2,500.00	\$ 4,800.00	\$ 4,800.00	\$ 5,160.00	\$ 5,160.00
12	Tank Logo	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00
13	Allowance for Structural Repairs as directed by the City	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
14	Allowance for additional work directed and in writing by the City for legitimate Project related issues	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID (Items 1 - 14)				\$ 451,900.00		\$ 549,000.00		\$ 642,500.00		\$ 699,850.00		\$ 722,183.00	

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				Viking Painting, LLC		Razorback Unlimited, LLC		TMI Coatings, Inc.	
				10905 Harrison St.		177 Anclote Rd.		3291 Terminal Dr.	
				La Vista, NE 68128		Tarpon Springs, FL 34689		St. Paul, MN 55121	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 13,900.00	\$ 13,900.00	\$ 97,000.00	\$ 97,000.00	\$ 55,000.00	\$ 55,000.00
2	Brush Blast and Recoat around the Center Drum and Apron - East and West Clarifiers	1	LS	\$ 199,500.00	\$ 199,500.00	\$ 189,000.00	\$ 189,000.00	\$ 390,000.00	\$ 390,000.00
3	Brush Blast and Recoat Weir Troughs - East and West Clarifiers	1	LS	\$ 199,500.00	\$ 199,500.00	\$ 110,000.00	\$ 110,000.00	\$ 335,000.00	\$ 335,000.00
4	Sandblast and Recoat Interior of Backwash Tank	1	LS	\$ 63,100.00	\$ 63,100.00	\$ 98,000.00	\$ 98,000.00	\$ 164,000.00	\$ 164,000.00
5	Powerwash and Overcoat Exterior of Backwash Tank	1	LS	\$ 33,600.00	\$ 33,600.00	\$ 82,000.00	\$ 82,000.00	\$ 118,000.00	\$ 118,000.00
6	Full Backwash Tank Containment System	1	LS	\$ 66,500.00	\$ 66,500.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
7	Replacement of Overflow Pipe, including Flap Valve and 4'x6' Concrete Splash Pad	1	LS	\$ 17,750.00	\$ 17,750.00	\$ 29,000.00	\$ 29,000.00	\$ 22,000.00	\$ 22,000.00
8	Replacement of Vent	1	LS	\$ 6,800.00	\$ 6,800.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
9	Replacement of Riser Pipe Manway Hatch	1	LS	\$ 10,500.00	\$ 10,500.00	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00
10	Replacement of Roof Manway Hatch	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00
11	Replacement of Interior Access Ladder	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 19,000.00	\$ 19,000.00	\$ 16,000.00	\$ 16,000.00
12	Tank Logo	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00	\$ 14,000.00	\$ 14,000.00
13	Allowance for Structural Repairs as directed by the City	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
14	Allowance for additional work directed and in writing by the City for legitimate Project related issues	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID (Items 1 - 14)				\$ 754,650.00		\$ 814,000.00		\$ 1,296,000.00	

Award the bid to TanksCo Inc. for the
Grimes WTP Improvements No. 2 – Clarifier & Backwash Tank Rehabilitation





Grimes WTP Improvements Contract No. 2

- Award bid to TanksCo, Inc. for the Grimes WTP Improvements Contract No. 2 - Clarifier & Backwash Tank Rehabilitation.
- Bid price of \$451,900.00.
- TanksCo Inc. submitted the lowest qualifying bid, and it was determined to provide the Best Value to the City.
- The bid provides for the point repairs, sandblasting, and recoating of steel clarifier equipment and the elevated backwash tank in order to prolong the reliability and performance of the Grimes WTP.





Grimes WTP Improvements Contract No. 2

- The Grimes Water Treatment Plant (GWTP) was originally constructed around 1940 and several expansion and renovation projects have occurred since that time.
- The GWTP is currently operational and it produces water that meets or exceeds State and Federal regulatory drinking water standards.
- The 2010 and 2020 Water Treatment Plant Master Plans recommend the decommissioning of the GWTP and moving its capacity to the Northeast and Hargesheimer Water Treatment Plants.
- Until those expansion projects and other infrastructure improvements are completed, it is essential that the GWTP be properly maintained to preserve capacity and reliability, and to meet regulatory compliance standards.





Grimes WTP Improvements Contract No. 2

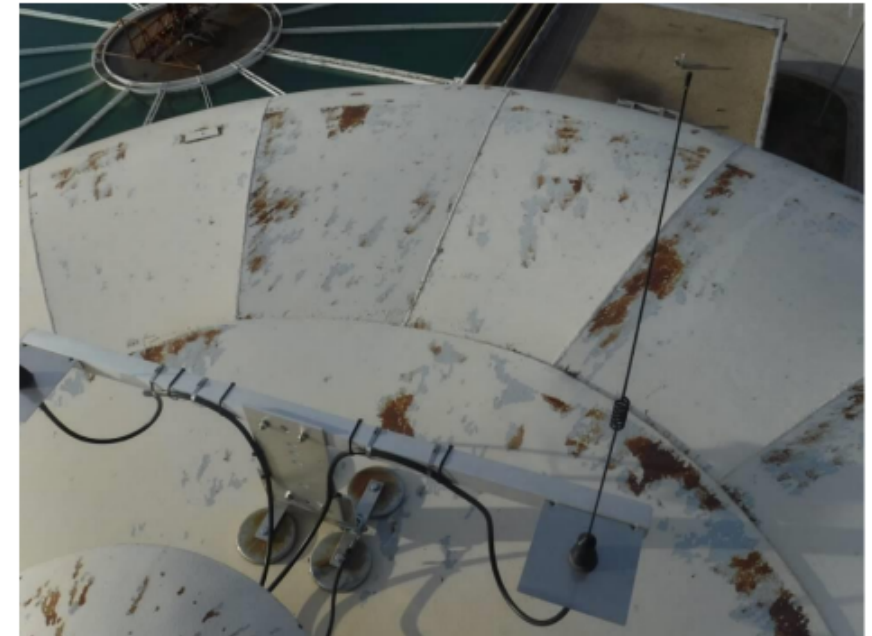
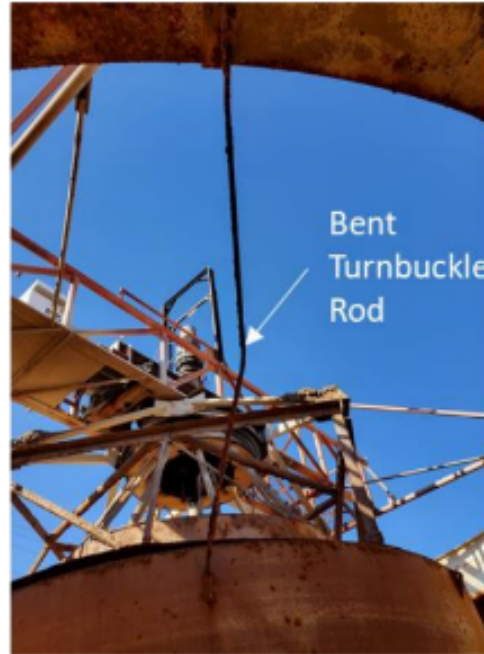


Figure A.1 – Clarifier Structural Failure Site Photos

In June 2023 the TCEQ issued an Alleged Violation for failure to maintain the Grimes WTP backwash elevated storage tank in strict accordance with current AWWA Standards. This project will resolve the Alleged Violation.



Award the bid to TanksCo Inc. for the
Grimes WTP Improvements No. 2 – Clarifier & Backwash Tank Rehabilitation

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2025 Chevrolet Silverado 2500 Pickup Truck for Abilene Fire Department from Sewell Chevrolet in Odessa Texas using Buyboard Cooperative Contract #724-23 (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) 2025 Chevrolet Silverado 2500 for Abilene Fire Department from Sewell Chevrolet in Odessa Texas utilizing BuyBoard Contract #724-23, Quote Number 2400193BH. This is a third truck addition, similar to the two trucks approved by City Council at its July 11th meeting.

SPECIAL CONSIDERATIONS

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. BuyBoard is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

The funds for this purchase are to be provided through the Fleet Replacement Fund. This purchase was not included in the FY24 budget and will be a new budget item.

STAFF RECOMMENDATION

Fleet Services and Abilene Fire Department staff recommend the purchase of this 2025 Chevrolet Silverado 2500 pickup for Abilene Fire Department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY24 Additional Fire Dept Pickup Purchase Resolution (8-8-24)
2. Special Fire Pickup Purchase Budget VS Actual
3. FY24 Special Fire Pickup Co-Op Pricing Worksheet
4. FY24 Special Fire Pickups PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE ONE (1) 2025 CHEVOLET 2500HD 4WD PICKUP FROM SEWELL CHEVROLET, ODESSA TEXAS THROUGH QUOTE 2400193BH UNDER CO-OPERATIVE BUYBOARD CONTRACT # 724-23

WHEREAS, City of Abilene has a need for one (1) 2025 Chevrolet 2500HD 4WD Pickup; and

WHEREAS, this unit was not budgeted for in Fiscal Year 2024; and

WHEREAS, this unit will be an addition to the fleet; and

WHEREAS, City of Abilene received pricing for one (1) 2025 Chevrolet 2500HD 4WD Pickup through Buy Board Co-Operative Contract #724-23; and

WHEREAS, Sewell Chevrolet is the Buy Board approved vendor for the 2025 Chevrolet 2500HD 4WD Pickup.

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

PART 1: That the City Council approves this purchase from Sewell Chevrolet of Odessa, Texas in the amount of Fifty Nine Thousand Six Hundred Seventy Dollars and No Cents (\$59,670.00) for one (1) 2025 Chevrolet 2500HD 4WD Pickup through Buy Board Co-Operative Contract # 724-23.

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

ADOPTED this 8th day August, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS**3/4T Pickup**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
NBI	3103	Fire Support Services	3/4 Ton Pickup	\$0.00	\$59,670.00	\$59,670.00
				\$0.00	\$59,670.00	\$59,670.00

SEWELL

FAMILY OF COMPANIES

SEWELL CHEVROLET		QUOTE #:	2400193BH
COOP:	BUYBOARD 724-23	DATE:	27-Jun
PRODUCT DESCRIPTION:	2025 CHEVY 2500HD CUSTOM 4WD CREW	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF ABILENE	EMAIL:	billy.hughes@teamsewell.com
ADDRESS:		CONTACT:	GEORGE REINERT
		PHONE #:	
		EMAIL:	

BID SERIES:			BASE PRICE: \$ 59,270.00		
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
CK20743	25 2500HD SILVERADO CREW 4WD	INCL.		INFOTAINMENT SYSTEM	INCL.
	6.6L V8 GAS ENGINE	INCL.		POWER WINDOWS/SEATS/MIRROR	INCL.
PCX	CUSTOM VALUE PACKAGE	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
RVQ	BLACK 6" RECTANGULAR STEPS	INCL.		UPFITTER SWITCHES	INCL.
CGN	SPRAY TEC BEDLINER	INCL.		20" WHEELS	INCL.
NZZ	SKID PLATES	INCL.		SAFETY ASSIST PACKAGE	INCL.
				REMOTE START AND KEYLESS ENTR	INCL.

EXTERIOR COLOR:	RED HOT
INTERIOR COLOR:	JET BLACK

ADDITIONAL ITEMS:	FLEET ORDER
EQUIPMENT VENDOR:	
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	1
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	-
\$	-
INCLUDED	
	0
\$	59,270.00
\$	59,270.00
\$	400
\$	59,670.00

City Council Meeting

08/08/2024





FY24 CO-OP Fire Pickup

- New Budget Item purchase for Fire Support Services
- Unit to be a 2025 Chevrolet Silverado 2500HD 4WD
- Purchased through Sewell Chevrolet





FY24 CO-OP Fire Pickup





City Council Agenda Memo

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Pamela Williams, Director

SUBJECT: 7.

Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Dennis A. Joiner & Associates Assessment Specialist Consultants to Provide a Test Writer and Assessment Center for Fire Promotion Processes
(*Pamela Williams*)

GENERAL INFORMATION

The City conducted a Request for Proposal for Assessment Center Services for the City of Abilene Police and Fire Department (CB-2435) to partner with a vendor to provide written exams and assessment centers for the promotional process of Captain, Lieutenant, and Battalion Chief for the Fire Department. Eligibility lists for these positions are active for two years and assessment centers are held once a vacancy occurs.

SPECIAL CONSIDERATIONS

The Human Resources department generated an RFP in March 2024. This notice was published on March 17, 2024, with a proposal deadline of April 19, 2024. Within that timeline, we received two responses to the RFP and they were evaluated by the Civil Service and Human Resources team.

FUNDING/FISCAL IMPACT

The Assessment Center will be funded using the Civil Service budget.

STAFF RECOMMENDATION

Staff recommends awarding the contract to Dennis A. Joiner & Associates Assessment Specialist Consultants.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Assessment Center Resolution
2. CB-2435 Evaluation
3. Joiner Professional Services Contract
4. Assessment Center Council Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING AN AGREEMENT WITH DENNIS A. JOINER & ASSOCIATES
ASSESSMENT SPECIALIST CONSULTANTS TO PROVIDE A TEST WRITER AND
ASSESSMENT CENTER FOR FIRE PROMOTION PROCESSES.**

WHEREAS, the Human Resources Department went out for an RFP on March 17, 2024 seeking proposals for a Test Writer and Assessment Center Services. They received two responses and reviewed for the best fit candidate.

WHEREAS, it is the staff's recommendation that the City accept the agreement from Dennis A. Joiner & Associates Assessment Specialist Consultants to perform the services of Test Writer and Assessment Center for the Fire Promotion Processes. Additionally, we request the City Manager's endorsement to execute the final contract.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with Dennis A. Joiner & Associates Assessment Specialist Consultants as set forth above. Which is a one-year agreement with the option to renew for four additional terms. The cost depends on the number of promotional processes required each year, and payments are made on an as-needed basis.

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

ADOPTED this 8th day of August, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Dennis A. Joiner				
		HR Staff Score		Max Points
Responsiveness to the Requirements/Quality of Proposal		18		20
Past Involvement with Similar Projects/Qualifications and Experience		25		25
Samples of Work		20		20
Cost		20		20
Staffing and Project Organization		12		15
Total		95		100
IOS				
		HR Staff Score		Max Points
Responsiveness to the Requirements/Quality of Proposal		10		20
Past Involvement with Similar Projects/Qualifications and Experience		25		25
Samples of Work		20		20
Cost		10		20
Staffing and Project Organization		15		15
Total		80		100



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 8th day of August, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Dennis A. Joiner & Associates Assessment Specialist Consultants. (“Professional”).

The City is engaged in Assessment Centers for Fire Promotional Processes 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 Professional 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 the deadline established in conjunction with a vacancy as outlined in the City’s Fire Department Meet and Confer promotion process requirements. The term of this agreement is for 1 year with the option to renew for an additional 4 years.

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 Contract without the City's prior written consent. In the event of an assignment by the Professional 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 Professional'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 Professional'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 the Professional prepares or acquires in performing this Contract, including any duplicate copies kept by the 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, licensees 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 the 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 THE 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 Contract. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this Contract 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 Contract, 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 Contract is made.
2. Provide for thirty (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	\$500,000 combined single limit for bodily injury and property damage

- Non-Owned Autos (per occurrence)
- Hired Cars

 X 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 thirty (30) days written notice by City to Professional. In the event of termination, the Professional will be compensated for work satisfactorily performed before the termination date. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

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 (5) 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 the Professional. The City may withhold any payments to the 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 may appoint a Project Representative to assist in obtaining information from various City departments as requested by the 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 the 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:
Jessica Lenius
P.O. Box 60
Abilene, TX 79604

Professional – ATTN:
Dennis A. Joiner
4975 Daru Way
Fair Oaks, CA 95628

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 bona fide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact, as well as an ideal.

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 the 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 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.

XXII. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas

Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

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

By: Robert Hanna

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL



By: Dennis A. Joiner

Title: Assessment Specialist

Address: 4975 Daru Way, Fair Oaks, CA
95628

Phone Number: 916.967.7795

Federal Tax ID#: 94-2688239

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

During the total contract period, Professional will develop, coordinate, administer and oversee the Assessment Center promotional process for the ranks of Lieutenant, Captain, or Battalion Chief, based upon Fire Officer Vacancies occurring during the contract period. Professional will develop custom written exams, conduct a job analysis, prepare the Assessment Center Design and Candidate Orientation, administer the Assessment Center, and conduct the Assessment Center conclusion briefing.

Based on notification of Lieutenant, Captain, and/or Battalion vacancies, in cooperation with the Abilene Fire Department Subject Matter Experts and the Human Resource Department, develop a custom written exam and assessment activities to evaluate the knowledge, skills, abilities and readiness of internal candidates for promotion to the appropriate vacant position.

Project Scope

The scope of the project entails:

- The Professional will issue a separate Statement of Work for each individual Fire Officer Assessment Center prior to any work being performed.
- The number of candidates for each Fire Officer position may vary, but historically, the number has ranged from 10 to 15 candidates; however, it could be more.
- The Professional will develop not less than three (3) exercises for an Assessment Center that tests a candidate's possession of seven (7) dimensions listed below. One of the three (3) exercises shall be a Fire Ground Tactical Scenario. Dimensions are:
 - Problem Solving/Decision Making
 - Planning and Organization
 - Oral Communication
 - Leadership/Supervision
 - Adaptability
 - Interpersonal Skills
 - Written Communication Skills
 - (Not all dimensions listed above may be tested in an exercise.)
- The Professional will make available at least two (2) separate orientation sessions covering the same material to explain the Assessment Center process, not less than seven (7) days prior to the first day that the Assessment Center is convened. The orientation will provide information, examples, and explanations on all aspects of the Assessment Center process.

- The Professional will select as many independent assessors as is required within the following guidelines. Fire Officer refers to any firefighter holding the rank of Fire Lieutenant or higher.
- Assessors selected must have a well-established background in the following areas: Personnel Administration; Behavioral Science; Fire Administration and Operations; and Fire Ground Command and Tactics.
- There must be at least two (2) certified Fire Officer Assessors for each exercise.
- All certified Fire Officer Members of the Assessor board shall be of any rank, equal to or higher than the position being sought.
- Certified Fire Officer Assessors must come from a department having a population jurisdiction of not less than fifty-thousand (50,000).
- Prior to the commencement of an Assessment Center, each Assessor will certify by a signed and witnessed affidavit that he or she has not spoken with or corresponded with ANY PERSON about any candidate's abilities, personality, or qualifications for promotion.

The Professional 's services, at minimum, must include:

Job Task Analysis

- Two Candidate Orientation Sessions
- Development and administration of the Assessment Center
- Candidate Feedback Reports

Acceptance of the work is contingent on the following acceptance criteria:

Completion of the Assessment Center that produces spreadsheet reports for each candidate's performance that includes the following information:

- Each candidate's score in order of each process Dimension.
- An average overall rating of all candidates by Dimension.
- Individual scores for each candidate that includes the score from each assessor participating in each exercise.
- And, based on the previous bullet, a final overall score listing the score for each candidate participating in the Assessment Center on one spreadsheet.

At the conclusion of each assessment center, all rating forms, scores, and assessor comments regarding the candidates become the exclusive property of the City. This includes an overall score summary spreadsheet showing scores by performance dimension and exercise for each candidate as well as the rating sheets for each candidate documenting performance in each exercise.

Tentative Project Timelines

The need-date for project completion is as determined by the upcoming Fire Officer vacant positions. There may be more than one vacant Fire Officer position in a year.

When a Firefighter Officer vacancy occurs, an Assessment Center will be completed within 90 days of the officer vacancy.

ATTACHMENT B

PAYMENT SCHEDULE

Payment is a fixed fee amount outlined below and is payable upon invoice and completion of the work and written acceptance by the City.

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

Before final acceptance of this project by the City, if required by the City, the 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.

Description of Services	Pricing
Project kick off meeting	Included
Develop and administer custom written exams	\$5,500.00*
Develop and administer custom assessment centers	\$13,000
Recruit and train assessors	Included
Develop strategies to minimize claims of disparate impact	Included
Manage transfer of test and assessment center materials	Included
Assessor costs (travel, per diem, hotel, etc.)	\$2,400.00**
Vendor costs (travel, per diem, hotel, etc.)	\$2,600.00**
Total Cost (per promotional process)	\$23,500.00

*The \$5,500 written test price is if the vendor proctors and scores the tests. If the City HR Staff proctors and scores the written tests, the price will be reduced by \$1,000 for a total cost of \$4,500.

**The travel costs are based on 10 or less candidates for the assessment centers. For each additional up to 10 candidates after the first 10 candidates the travel costs for the assessors will increase by \$1,200.00 and consultant staff (vendor) travel costs would be increased by \$200.00 to cover additional per diem and lodging expenses.

Total Assessor costs for 11 to 20 candidates would be \$3,600.00 and Vendor costs \$2,800.00.

Total Assessor costs for 21 to 30 candidates would be \$4,800.00 and Vendor costs \$3,000.00.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

(Option 1) ____

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) X

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional will maintain one complete copy of all documents and materials for a minimum of seven years from the date the materials are used and provide to the City, at no additional cost, one copy of relevant documents prepared by the Professional pursuant to this Agreement, if needed for legal purposes.

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 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(s) related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The 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.

Assessment Center Services - Fire Department

August 8, 2024





Background

According to Meet and Confer, the promotional process procedure for the Fire Department must include two parts:

- A Written Exam
- Participation in an Assessment Center

Dennis A. Joiner and Associates responded to the request for proposal and have previously performed work for the City of Abilene in the capacity of test writing for Civil Service Exams.





Selection Process

Notices were published for RFP CB-2435 on March 17, 2024, with two companies responding.

- Our rating evaluation criteria consisted of:
 - Responsiveness to the Requirements/Quality of Proposal - 20%
 - Past Involvement with Similar Projects/Qualifications and Experience - 25%
 - Samples of Work - 20%
 - Cost - 20%
 - Staffing and Project Organization - 15%





Vendor Evaluation and Recommendation

Criteria	Dennis A. Joiner
Responsiveness to the Requirements/Quality of Proposal	18
Past Involvement with Similar Projects/Qualifications and Experience	25
Samples of Work	20
Cost	20
Staffing and Project Organization	12
Total	95





Why Dennis A. Joiner?

Comprehensive services:

- Job Analysis Methodology
- Assessment Center Development
- Candidate Orientation
- Assessor Training
- Administration of Exercises
- Scoring Method
- Candidate Feedback

Compliance and Confidentiality:

- Job analysis consistent with Federal EEOC Uniform Guidelines
- High level of test security





Dennis A. Joiner's Experience

Extensive Experience and Expertise:

- Conducted more than 1,500 promotional examinations
- More than 45 years of promotional examination experience

Completed Similar Projects for:

- City of Waco, TX
- Washoe County, NV
- Clark County, NV





Cost Evaluation

Proposal – One-Year Contract w/ Option to Renew for 4 Years

Description of Service	Approximate Costs
Develop and Administer Custom Written Exams	\$5,500
Develop and Administer Custom Assessment Centers	\$13,000
Assessor Costs (travel, per diem, hotel, etc.)	\$2,400
Vendor Costs (travel, per diem, hotel, etc.)	\$2,600
Total Cost Per Promotion Process	\$23,500





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to Daiken Applied America's, Inc. using TIPS Contract #T22010601 for Chiller Repairs at Abilene Convention Center (Lesli Andrews)

GENERAL INFORMATION

The chillers at Abilene Convention Center were installed in 2012 and are in need of some repairs. The chillers are approximately halfway through their life expectancy.

Chiller 1 Circuit 1 needs the soft starter and DC/DC Converter replaced. Chiller 1 Circuit 2 need the faulty PWM, SCRs and fuses replaced. The cost to repair Chiller 1 is \$19,291.51.

Chiller 2 Circuit 2 needs the compressor replaced. The cost is \$78,375.17.

The repairs should only take a couple of days and be completed within 30 days. We will work with the Abilene Convention Center staff to make sure there are no interruptions to scheduled reservations.

SPECIAL CONSIDERATIONS

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. TIPS is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

The \$97,666.68 for repairs will be paid from the Abilene Convention Center Project Funds.

STAFF RECOMMENDATION

Staff recommends approving the contract with Daiken for the chiller repairs at the Abilene Convention Center.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 8_8_2024 Resolution Daiken Applied America's for Chiller Repair Convention Center
2. Daiken Contract
3. chiller 2
4. chiller 1
5. Presentation - City and Daiken Applied America's Chillers Repair Convention Center (1)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DAIKEN APPLIED AMERICA’S, INC. FOR CHILLER REPAIRS AT ABILENE CONVENTION CENTER.

WHEREAS, the City seeks to contract with Daiken Applied America’s, Inc to conduct repairs on two chillers located at the Abilene Convention Center; and

WHEREAS, Daiken Applied America’s, Inc. is an authorized contractor through contract #T22010601 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Daiken Applied America’s, Inc for repair of two chillers located at the Abilene Convention Center in the amount of \$97,666.68.

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

ADOPTED this 8th day of August 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONSTRUCTION CONTRACT (Short Form)

This Contract, dated the 8 day of August, 2024, is between the City of Abilene (“City”), a home rule municipal corporation of the State of Texas and Daiken (“Contractor”), a Company organized under the laws of the State of Texas.

I. TERMS

In consideration of \$97,666.68, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Contractor has fully performed the terms of this Contract and the City’s agent is satisfied that the work has been completed with the terms of this Contract, the City’s agent shall pay the Contractor in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Contractor if the City’s agent determines that the Contractor failed to fully perform the work in accordance with the terms of this Agreement, in which case the Contractor shall bear all costs, including the cost to the City of hiring someone else, due to the Contractor’s neglect, delay, or refusal to fulfill the terms of this Contract.

The City reserves the right to have its agent inspect the premises to determine whether or not the Contractor has fully complied with the terms of this Contract.

The City may appoint a Project Representative to assist in obtaining information from various City departments as requested by Contractor 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 Contractor. The City is interested only in the results obtained under this Contract; the manner and means of obtaining those results is solely under the Contractor's control.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 30 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City's prior written consent. In the event of an assignment by the Contractor to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

“Contractor’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

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

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

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

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

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

B. Indemnity

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

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

Contractor must at all times exercise reasonable precautions on behalf of, and be 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.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for thirty (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>
X1. 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	

IX. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. INDEBTEDNESS TO CITY

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

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

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must also furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the Contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Lesli Andrews, Director
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Nicholas Nelson, Account Representative
3243 Story Road West
Irving, TX 75038

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

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

XVIII. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. The term “company” does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision.

Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision.

In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the Contractor is not subject to a provision above, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

CONTRACTOR

By: _____

By: _____

Name: Robert Hanna

Name:

Title: City Manager

Title:

ATTEST:

City Secretary

Federal Tax ID#:

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Abilene Convention Center Chiller 1 Compressor Repairs - Services & Repair and Chiller 2 Compressor Replacement Serie & Repair. See attached Quote for details.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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.

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 Contract have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 2 X

Payment is in a lump sum amount of \$97,666.68 upon completion of the work and written acceptance by the City.

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

Before final acceptance of this project by the City, 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 \$ payable per upon completion of the work and written acceptance by the City.

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

Before final acceptance of this project by the City, 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 Contractor's work on the project has been completed and accepted by the City.

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

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

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

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

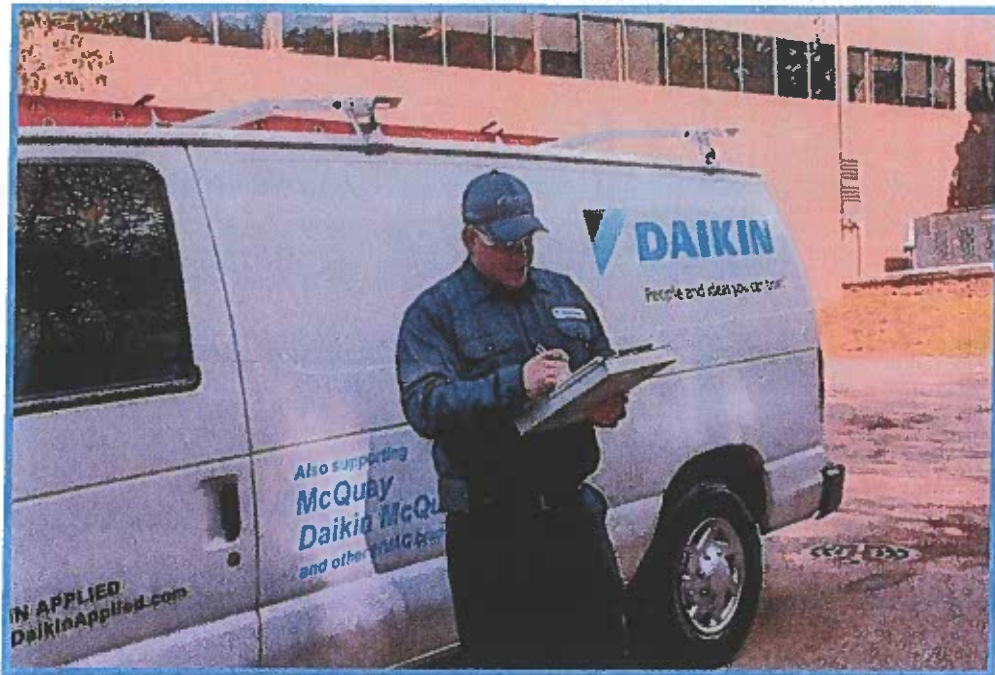
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of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

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

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

(End of Document)

DAIKIN APPLIED, TIPS SERVICE & REPAIR QUOTE



City of Abilene - Convention Center Chiller 2 Compressor Replacement - Service & Repair Quoted

Abilene Civic Center
1100 N 6th St
Abilene, TX 79601

TIPS Certified Proposal Number: T22010601-TX-318274
TIPS Contract Number: T22010601
Quote #: Q-52385

Prepared for:

Christopher Liles
Division Manager
CITY OF ABILENE
Quote Document Date: 07/25/2024

Prepared by:

Nicholas Nelson
Account Representative
Phone 972-249-6728
E-mail nicholas.nelson@daikinapplied.com
Daikin Applied Americas, Inc.



AWARDED VENDOR

Daikin Applied TIPS Contract Holder
Contract# 22010701, 22010702, 22010601, 22010602

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Equipment:

- Chiller 2
 - Model: WMC250DBS-ER10
 - Serial: STNU121200112

Scope of Work:

1. Check in with site contact
2. Lock Out Tag Out Unit
3. Pull refrigerant
4. Remove circuit two compressor and filter drier
5. Install new circuit two compressor and filter drier
6. Remove and install new BMCC on circuit one to match new compressor.
7. Recharge unit with refrigerant
8. Remove locks and tags
9. Put unit in operation
10. Confirm compressor function
11. Check out with site contact

Notes:

- Any additional refrigerant will be quoted separately
- All additional repairs quoted separately
- All work to be performed during normal working hours

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included

- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$78,375.17 (Seventy Eight Thousand, Three Hundred Seventy Five dollars and Seventeen cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Christopher Liles
CITY OF ABILENE
PO BOX 60
ABILENE, Texas 79604

Site Address:
Abilene Civic Center
1100 N 6th St
Abilene, TX 79601

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

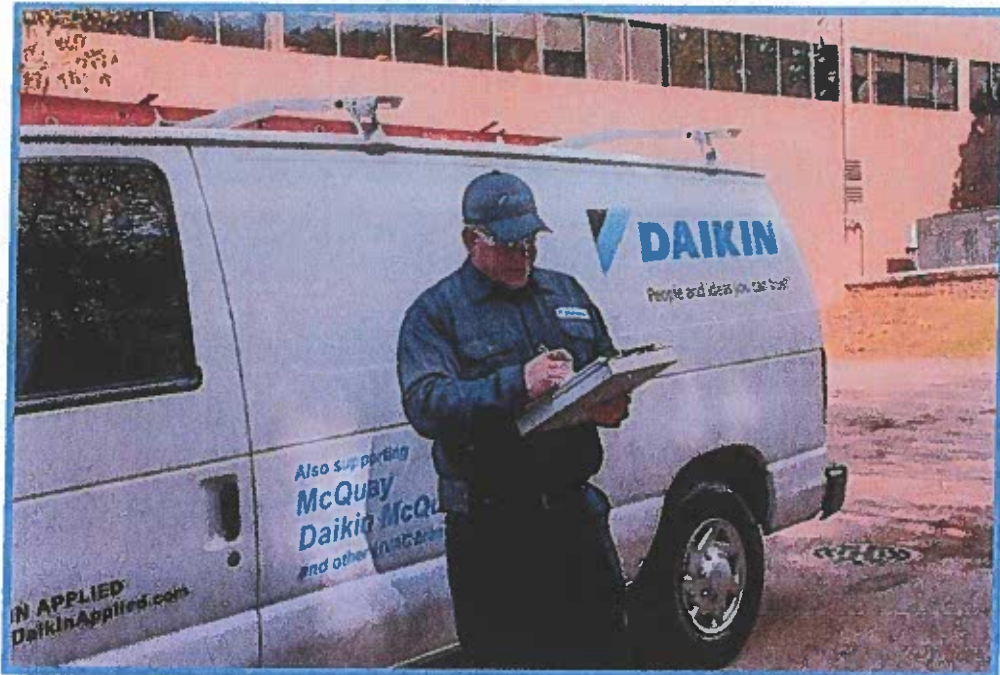
(Title)

Date

Date

Note: This Agreement is subject to final credit approval by Daikin Applied.

DAIKIN APPLIED, TIPS SERVICE & REPAIR QUOTE



City of Abilene - Convention Center Chiller 1 Compressor Repairs - Service & Repair Quoted

Abilene Civic Center
1100 N 6th St
Abilene, TX 79601

TIPS Certified Proposal Number: T22010601-TX-318273
TIPS Contract Number: T22010601
Quote #: Q-52383

Prepared for:

Christopher Liles
Division Manager
CITY OF ABILENE
Quote Document Date: 07/25/2024

Prepared by:

Nicholas Nelson
Account Representative
Phone: 972-249-6728
E-mail: nicholas.nelson@daikinapplied.com
Daikin Applied Americas, Inc.



AWARDED VENDOR

Daikin Applied TIPS Contract Holder
Contract# 22010701, 22010702, 22010601, 22010602

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Equipment:

- Chiller 1
 - Model: WMC250DBS-ER10
 - Serial: STNU121200106

Scope of Work:

1. Check in with site contact
2. Lock Out Tag Out Unit
 - a. Circuit 1 Compressor
 - i. Remove damaged soft starter and DC/DC Converter
 - ii. Install new soft starter and DC/DC Converter
 - b. Circuit 2 Compressor
 - i. Remove faulty PWM, SCRs and fuses
 - ii. Install new PWM, SCRs and fuses
3. Retest compressors for further damage
4. Remove Locks and Tags
5. Check out with site contact

Notes:

- Any additional refrigerant quoted separately
- All repairs quoted separately
- All work to be performed during normal working hours

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included

- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$19,291.51 (Nineteen Thousand, Two Hundred Ninety One dollars and Fifty One cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

**All billings are due immediately upon Receipt*

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Christopher Liles
CITY OF ABILENE
PO BOX 60
ABILENE, Texas 79604

Site Address:
Abilene Civic Center
1100 N 6th St
Abilene, TX 79601

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.

Enter Into Contract with Daiken Applied America's, Inc. for Repairs to Chillers at Abilene Convention Center

August 8, 2024





General Information:

- Request is to enter into a contract with Daiken Applied America's, Inc. to repair two chillers located at Abilene Convention Center.
- Daiken Applied America's, Inc. is an authorized contractor through contract #T22010601 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.
- Contract amount of \$97,666.68.
- Cost to be funded from the Abilene Convention Center Project Funds.





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the 2024-2029 Meet and Confer Agreement with the Abilene Police Officers Association (Robert Hanna)

GENERAL INFORMATION

Summary of the Meet and Confer Agreement with the Abilene Police Officers' Association:

1. Maintain the average of the ten peer cities, plus 4%. If a rank is already at average, plus 4%, then they receive a 2% COLA. No additional compensation for officers if non civil service receives more than a 2% COLA.
2. Increase in clothing allowance from \$750 to \$1,000 and then to \$1,250. It's phased in over the life of the contract.
3. Sick leave buy-back up to 40 hours, if they have more than 120 hours.
4. Comprehensive annual medical/physical exam.
5. Shift differential pay.
6. Increase in Patrol Training Officer incentive pay.
7. 5-year term.

There are other minor procedural and administrative changes throughout the Agreement.

The annual cost of the Agreement is expected to be between \$900K to \$1.2M on an annual basis, or \$4.5M to \$6M over the five year term.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Resolution 24-29 Police Meet & Confer Agreement
2. Revised Tentative M&C
3. Approve 24-29 M&C Agmt Police Assoc

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE AND RATIFY THE 2024-2029 MEET AND CONFER AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE POLICE OFFICERS' ASSOCIATION

WHEREAS, Texas Local Government Code section 142 provides for the meet and confer process; and

WHEREAS, the City of Abilene and the Abilene Police Officers' Association have negotiated a new, 5-year Meet and Confer Agreement; and

WHEREAS, the proposed Revised agreement has been ratified by a majority of the membership of the Abilene Police Officers' Association.

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, Texas hereby approves and ratifies the Meet and Confer Agreement between the City of Abilene and the Abilene Police Officers' Association for the fiscal years 2024-2025, 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

Part 2: That this resolution becomes effectively immediately.

ADOPTED this 8th day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF ABILENE
AND
THE ABILENE POLICE OFFICERS' ASSOCIATION

FOR FISCAL YEARS 2024-2025, 2025-2026, 2026-2027, 2027-2028, & 2028-2029

Tentative Agreement for approval

Robert Hanna July 31, 2024

Chi Ahn July 31, 2024

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DEFINITIONS

1. “Agreement” means the Meet and Confer Agreement entered into between the Abilene Police Officers Association and the City of Abilene.
2. “Association” means the Abilene Police Officers' Association, its elected leaders, and its collective membership.
3. “City” means the City of Abilene, its mayor, city council members, city manager, police chief, and those persons designated by the City of Abilene to manage the city and its police department.
4. “CLEAT” means the Combined Law Enforcement Associations of Texas.
5. The term “Commission” means the City of Abilene Firefighters' and Police Officers' Civil Service Commission.
6. The term “day” or “days” shall mean calendar days, unless otherwise specified.
7. The term “Department” means the Abilene Police Department.
8. The term “Department Head” means the Chief of the Abilene Police Department, his or her designee, or an acting Chief of the Abilene Police Department.
9. The term “Director” means the Director of the City of Abilene Firefighters’ and Police Officers’ Civil Service Commission.
10. The term “dues” means the cost of membership in the Association and CLEAT.
11. The term “Local Rules” means the Local Rules and Regulations promulgated by the City of Abilene Firefighters’ and Police Officers’ Civil Service Commission.
12. The term “officer” means a police officer employed by the Police Department of the City of Abilene.
13. “Parties” means the City of Abilene and the Abilene Police Officers’ Association, and “Party” means the City of Abilene or the Abilene Police Officers’ Association.
14. “TLGC” means the Texas Local Government Code.

ARTICLE 1

AUTHORITY AND RECOGNITION

The City and the Association have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142 et seq., Subchapter B.

To the extent that this Agreement is in conflict with or changes TLGC, Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision. This preemption provision is authorized by section 142.067 of the TLGC, and the Parties have agreed expressly that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement which has been reached.

The City recognizes the Association as the sole and exclusive bargaining agent for the covered officers described in the petition for recognition, excluding the head of the law enforcement agency and excluding the employees exempt under Subsection (b) of section 142.058, in accordance with Subchapter B of Chapter 142 TLGC and the petition. The Parties understand and agree the provisions of this Agreement do not extend to officers outside of the Department including, but not limited to, the Chief Marshal, the City Marshal(s), the Bailiff(s)/Deputy Marshal(s), the Lake Patrol Officer(s), or the Environmental Enforcement Officer(s), or the Code Compliance Manager(s), except as otherwise provided in Article 2 of this Agreement.

The Parties' philosophy centers around the City of Abilene's Mission Statement that "We work together to build and maintain a community of the highest quality for present and future generations." Consistent with that philosophy, the Association seeks to enforce, protect, and enhance the rights and benefits of its members and to assure a better quality of life for its members and the citizens of Abilene through proactive community involvement.

To fulfill the Parties' mission, the City and Association intend to enhance the quality of life in the City of Abilene by working cooperatively with the public and serving our citizens within the framework of the United States Constitution to enforce the laws, provide a safe environment, and reduce the fear of crime. The Parties focus on the common positions and perspectives as a means to meet their philosophy and goal and by doing so, the Parties demonstrate team spirit, continuous improvement, responsiveness, integrity, and individual worth as they work together for the community. The Parties seek to have a collaborative process by which they communicate with each other and with the community to keep the community informed about its Police Department consistent with the Parties' mission and values.

ARTICLE 2

DUES DEDUCTION

Section 1. Dues Check Off

- (a) If a peace officer, as defined by Article 2.12, Code of Criminal Procedure, requests in writing the payment of membership dues to a bona fide employees' association, including CLEAT, named by the peace officer, the City shall deduct the dues from the peace officer's monthly salary or wages. A peace officer's request must: (1) be set out in a form prescribed and provided by the City's Human Resources Department; (2) state the amount to be deducted each month, and; (3) direct the City's Human Resources Department to transfer the deducted funds to the designated employees' association, by either check or electronic direct deposit.
- (b) The dues deduction for CLEAT shall be remitted promptly to the Administrative Office of CLEAT located in Austin, Texas.
- (c) Other: During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Abilene police officers in employment matters.
- (d) Sections 141.008(d) and 141.008(e) of the Texas Local Government Code shall apply to a deduction request under this Article. This article supersedes section 141.008(a-2)(B) to the extent it conflicts with this Article.
- (e) This Article applies to the Chief Marshal, the City Marshal(s), the Bailiff(s)/Deputy Marshal(s), the Lake Patrol Officer(s), the Environmental Enforcement Officer(s), and the Code Compliance Manager(s).

Section 2. Indemnification

THE ASSOCIATION SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY INCLUDING THE CITY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.

ARTICLE 3

CATASTROPHIC LEAVE

The City shall develop a catastrophic leave pool for City employees who qualify under City Policy 6.1 Paid Leave (Catastrophic Leave). This leave pool will provide officers who are retiring an option for donating their accrued sick time, above the paid benefit of 720 hours, at the time of separation from the City. The officers will also have the option to donate excess sick leave to the current military leave pool or the sick leave pool. The City will credit the pool with 10,000 hours to ensure hours are available for officers to use the benefit.

The total hours of the recipient's paid leave and any donation of time to the recipient is limited to 1040 hours, up to 2080 hours with approval of the Department Head.

The definition of "catastrophic leave" and approval process for catastrophic leave shall be governed by City Policy C-4, Catastrophic Leave.

ARTICLE 4

HIRING

Section 1. Select Applicant of Chapter 143 Procedures

In adopting this Article, the Parties agree to preempt the TLGC Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.023, 143.024, 143.025, 143.0251, 143.026, and 143.027 except as stated in this Article. In preempting Chapter 143, the Parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this Article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or the Commission.

Section 2. Classification

- (a) Classification under TLGC Section 143.021 (a)-(b)-(c) shall apply, except that an existing or future position or classification may be filled only according to the Department's hiring process and not from a written examination under Chapter 143 of the TLGC.
- (b) The Parties agree that temporary officers are not civil service classified employees, are not covered by Chapters 141, 142, or 143 of the TLGC, are not afforded the rights or protections under this Agreement, and are not covered by Government Code Section 614. Temporary officers' pay and benefits will be determined by City policies applicable to other non-civil service temporary employees. Temporary officers are limited to 1,000 hours per year and will not be assigned for secondary employment as defined by operating procedures except in emergency situations determined by the Department Head.

Section 3. Definition of Vacant Position

For purposes of this Article, "vacant position" shall mean a vacant position in the Police Officer classification.

Section 4. Physical Requirements and Examination

The physical requirements and physical/mental examinations under TLGC Section 143.022 shall apply to fill vacant positions in the Department.

Section 5. Eligibility for Vacant Positions

The applicable eligibility requirements under TLGC Section 143.023 (e) and (f) shall apply, except a person is eligible to apply for a vacant position in the Department only if the person will be:

1. At least twenty-one (21) years old by the date of commission and not more than forty-five (45) years old at the time of hire; or
2. At least eighteen (18) years old, and: (a) have an associates' degree or at least sixty (60) semester hours of credit from an accredited college or university, or (b) have received an honorable discharge from the armed forces of the United States after at least two (2) years of active service.

Lateral Entry Officers may not be more than fifty (50) years of age at the time of hire.

Additionally, the person must meet minimum eligibility requirements for a Police Officer as outlined in the Local Rules.

Section 6. Reappointment after Resignation or Retirement

The Commission shall adopt rules to allow a police officer who voluntarily resigns or retires from the Department to be reappointed to the Department at the sole discretion of the Department Head.

Section 7. Procedure for Filling Vacant Positions

The Commission shall adopt rules in accordance with this Article and Chapter 143 provisions incorporated by this Article to fill vacant positions through the Department's hiring process for entry-level applicants, lateral-entry applicants, and reappointments.

(a) Eligibility list for entry-level applicants

The Commission shall adopt an entrance examination administered pursuant to TLGC 143.025(a) and (g). The examination shall follow these additional guidelines:

- 1) An eligibility list for a beginning position in the Fire or Police Department may be created only as a result of a competitive examination. The examination must be based on the person's general knowledge and aptitude and must inquire into the applicant's general education and mental ability. A person may not be appointed to the Police Department except as a result of the examination.
- 2) An examination may be administered on separate dates or online through a certified/qualified vendor.
- 3) All applicants for each examination process must take the same exam.
- 4) The Department Head shall determine how many examinations will be part of the process.
- 5) Each process will produce an eligibility list for applicants. The eligibility list for each process will be in effect for a period of not less than six (6) months or more than twelve (12) months.
- 6) The Department Head may approve having concurrent eligibility lists, based on different examination processes.
- 7) Each applicant who is either a natural-born or adopted child of a police officer who previously suffered a line-of-duty death while covered by Chapter 143 TLGC shall be ranked at the top of any eligibility list in which said applicant receives a minimum passing grade on that respective eligibility exam. The deceased police officer's applicant child must otherwise satisfy all of the requirements for eligibility for a beginning position in a police department contained in this Agreement.

The grade to be placed on the eligibility list for each applicant shall be computed by adding an applicant's service points, if any, to the applicant's grade on the written examination. Each applicant's grade on the written examination is based on a maximum grade of 100 percent (100%) and is determined entirely by the correctness of the applicant's answers to the questions. The minimum passing grade on the examination is seventy percent (70%). An applicant must pass the written examination to be placed on an eligibility list. The entry-level eligibility list will then be updated during the recruitment period once an applicant is scored by the oral interview board. The entry-level eligibility list shall expire on a date to be determined by the Department Head.

Service Points – An additional five (5) points shall be added on to the examination grade of an applicant who made a passing grade on the examination, and:

1. Served a minimum of two (2) years of continuous service in the United States armed forces, and:
 - a. Received an honorable discharge, or
 - b. Is still active duty, or service in the reserve forces or National Guard; or
2. Has served a minimum of five (5) years of continuous service in the reserve forces of the National Guard.

The score to be placed on the eligibility list for entry-level applicants shall be the applicant's score from the entrance exam. That score will be used to rank applicants on the initial entry-level eligibility list. The entry-level eligibility list will then be updated during the recruitment period once an applicant is scored by the oral interview board. The entry-level eligibility list shall expire during each police academy on a date to be determined by the Department Head.

(b) Eligibility list for lateral applicants

The score to be placed on the lateral eligibility list for each lateral applicant shall be the applicant's score from the oral interview board. The lateral eligibility list will be updated once a lateral applicant is scored by the oral interview board. That score will be used to rank applicants on the lateral eligibility list, however, the Department head may give preference in selection to any person on the lateral eligibility list. The lateral eligibility list shall expire on a date to be determined by the Department Head.

The eligibility list for lateral applicants will be determined by an oral interview with the Department's Administration. The Department Head shall determine if the lateral applicant is eligible. The lateral eligibility list shall expire on a date to be determined by the Department Head.

(c) Appointment to a Vacant Position

- (i) To fill a vacant position in the Department the Department Head shall request in writing from the Commission, and the Director shall certify to the Department Head, the names of suitable persons from the entry-level eligibility list, lateral eligibility list, and the reappointment list. From the names certified, the Department Head may fill the vacant position by a reappointment as outlined in section 6, any lateral entry applicant, or the person having the highest score on the entry-level eligibility list.

- (ii) If the Department Head fills the vacant position with a person other than a reappointment, a lateral applicant, or the person having the highest score on the entry-level eligibility list, the Department Head shall clearly set forth in writing the good and sufficient reason why the person having the highest score was not appointed.
- (iii) The reason required by subsection (ii) shall be filed with the Commission and a copy provided to the person having the highest score on the entry-level eligibility list.

Section 8. Probationary Period

(a) Applicable Probationary Period

(i) Lateral Entry and Reappointed Former Officers

A certified peace officer appointed to a position in the Department through Lateral Entry or through a reappointment after resignation or retirement must serve a probationary period of no more than twelve (12) months beginning on that person's date of employment, or re-employment as applicable, as a police officer or academy trainee for the Department.

(ii) Any Other Person Appointed to a Vacant Position

A person appointed to a vacant position in the Department through the hiring process, other than through a reappointment under section 6 or lateral entry, must serve a probationary period of eighteen (18) months beginning on that person's date of employment as a police officer, or academy trainee.

- (b) During the officer's probationary period the officer may be discharged by the Department Head without notice and/or without cause. An officer does not become entitled to protection against discipline or discharge by the provisions of the civil service law or this Agreement, except upon completion of the officer's probationary period as stated in subsection (d) below.

(c) Membership in Employee Organizations

TLGC Section 143.027(c) shall apply.

(d) Civil Service Protection

A police officer who was appointed through the Department's hiring process and who serves the entire applicable probationary period automatically becomes a full-fledged civil service employee and has full civil service protection except as modified by this Agreement.

Upon successful completion of the probationary period, the officer shall be eligible for all rights under this Agreement. Upon the probationary officer becoming a commissioned peace officer, in instances of disciplinary actions against probationary officers, the Department head must comply with Texas Government Code Chapter 614.021 through 614.023.

ARTICLE 5
PROMOTION

Section 1. Intent

Prior to entering this Agreement, the Department adopted an alternative promotional system under section 143.035 of the TLGC and the Parties seek to improve upon the alternative promotional system in this Agreement. In adopting this Article, the Parties agreed to implement a promotional system for the rank of Sergeant and Lieutenant within the Department that will be administered by supervisors of the Abilene Police Department. The Parties believe administering the promotional system within the Department has improved the promotional process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the rank of Sergeant and Lieutenant.

During the term of this Agreement, the Agreement may be reopened for the limited purpose of adopting a new promotional process if mutually agreed upon by the Parties. A committee to develop and design this new process shall consist of, at a minimum, two (2) representatives designated by the Association and two (2) representatives designated by Police Administration. If a new process is designed, the Agreement may be reopened for the intent of adopting the new method. During this design process, the Department will follow the promotional procedures detailed in this Agreement.

Section 2. Promotional Process Design Committee

- (a) The purpose of the Promotional Process Design Committee shall be to develop the promotional process. This development shall consist of the creation of procedures, questions, and methods to be utilized for the promotional processes outlined in appendices A and B of this Agreement.
- (b) The Promotional Process Design Committee: The Parties agree that each party will appoint three (3) representatives. Two (2) of the representatives will be supervisors and one (1) representative will be an officer. No party or officer may appeal the makeup of the Promotional Process Design Committee. By mutual agreement, the Parties may increase the number of appointed representatives to a number greater than three (3).
- (c) All members or participants in the Promotional Process Design Committee must execute a confidentiality agreement pertaining to the promotional process development, implementation, and testing to maintain the integrity of the process.

Section 3. Eligibility for Promotion to the Rank of Sergeant

An officer is not eligible for promotion to the Sergeant Rank unless:

- (a) The police officer has served in the Department (including trainee status) for at least five (5) consecutive years before the date of the Written Examination component of the promotional process; or
- (b) For a lateral police officer who has at least two (2) years of prior service in another department, the police officer has served in the Department for at least three (3) consecutive years before the date of the Written Examination component of the promotional process; or

- (c) For a police officer who has been rehired, the police officer has been rehired for at least one (1) year and has served in the Department for at least five (5) cumulative years before the date of the Written Examination component of the promotional process; and
- (d) The police officer has successfully completed all components of the sergeant's promotional process.

Section 4. Promotion to the Rank of Sergeant

- (a) The Sergeant's promotional procedure will consist of four (4) steps as set out in Appendix A to the Agreement to include:
 - 1. Written Examination
 - 2. Promotional Candidate Performance Review
 - 3. Oral Panel Review
 - 4. Assessment Exercises
- (b) Appendix A is incorporated as set forth fully herein and made a part of this Agreement. Appendix A may be amended by mutual agreement of a joint Labor/Management committee with approval from the Commission. Each Party shall designate three (3) representatives to serve on a Labor/Management Committee. A minimum of four (4) members of the committee including two (2) from labor and two (2) from management must be present for a meeting to be held.

Section 5. Eligibility for Promotion to the Rank of Lieutenant

- (a) A Sergeant is not eligible for promotion to Lieutenant Rank unless the Sergeant has served for at least two (2) consecutive years in the grade of Sergeant; and
- (b) The Sergeant has successfully completed all components of the Lieutenant's promotional process.

Section 6. Promotion to the Rank of Lieutenant

- (a) The Lieutenant's promotional procedure will consist of three (3) steps as set out in Appendix B to the Agreement to include:
 - 1. Promotional Candidate Performance Review
 - 2. Oral Panel Review
 - 3. Management Concepts Evaluation
- (b) Appendix B is incorporated as set forth fully herein and made a part of this Agreement. Appendix B may be amended by mutual agreement of a joint Labor/Management Committee with approval from the commission. Each Party shall designate three (3) representatives to serve on a Labor/Management Committee. A minimum of four (4) members of the committee including two (2) from labor and two (2) from management must be present for a meeting to be held.

Section 7. Effect and Term of an Eligibility List Created under this Article

Any promotional eligibility list created under this article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement. Any promotional eligibility list created under this article will have an effective term as outlined in Appendix A or B, as applicable.

Section 8. Fairness and Integrity

This section hereby adopts TLGC section 143.032 (g) and (h) to apply to the promotional process set forth in this article and Appendix A and B of the Agreement. The words "promotional examination" or "examination" in 143.032 (g) and (h) and hereby replaced with "promotional process". The fairness and integrity of the promotional process is the responsibility of the Commission, the Director, and each municipal employee involved in the preparation or administration of the promotional process.

Section 9. Statutory Override

This Article and Appendix A & B to this Agreement supersede the following sections of the TLGC: section 143.031 to increase the requisite time of service before taking the Sergeant promotional examination; section 143.032 (a) through (f) to provide a Promotional Leadership Academy class to be administered by the Department as part of promotional process along with an assessment center to be administered by the Department as part of the promotional selection process, to provide for more flexibility for the timing of grading and to eliminate the written examination portion of the promotional process; section 143.033 to provide for the process set out in Appendix A & B; section 143.034 to provide for an assessment center and to preclude appeal of the assessment center; section 143.035 to provide for the adoption of Appendix A & B as the Department's alternative promotional system; and section 143.036 to provide for the promotional process in accordance with this Article and Appendix A & B and to establish the effective term of an eligibility list created under this Article.

ARTICLE 6

PROTECTED RIGHTS OF OFFICERS FOR MAJOR COMPLAINTS

Section 1. Effect of Article

The following provisions shall apply to the administrative investigation of Major Complaints based on alleged misconduct by Department officers. To the extent of any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local Government Code and provisions of Chapter 614 of the Texas Government Code, the provisions of this Agreement shall control. To the extent of any conflict between this Article and any other provision of this Agreement, this Article shall control.

Section 2. Definitions

In this Article:

- (a) The term "complaint" means any affidavit, written administrative referral, or other signed written document by the complainant setting forth allegations that form the basis of future allegations of misconduct against an officer and which serves as the basis for initiating an investigation.
- (b) "Major Complaints" means a complaint involving a deviation from the use of force policy resulting in serious bodily injury, criminal activity involving felony crimes, or death of any person in police custody.
- (c) The term "investigation" means an administrative fact finding investigation of a Major Complaint based on alleged misconduct by an officer that could result in disciplinary action.
- (d) The term "investigator" means an agent or employee of the Department, City, or an Independent Investigator who participates in conducting an investigation.
- (e) The term "statement" means any written communication setting forth particulars or facts regarding the alleged misconduct under investigation.
- (f) The term "evidence" means statements, reports, records, recordings, documents, computer data, text, graphics, videotape, photographs, or other tangible forms of information, including a "complaint."
- (g) The term "counsel/representative" means the officer's attorney and/or liaison from the Association's Executive Board.

Section 3. Access to Complaining Party's Original Statement of Complaint by Officers for Major Complaints

- (a) Not less than forty-eight (48) hours before the officer who is the subject of a Major Complaint investigation provides a statement to an investigator, the officer shall be provided a copy of the complaining party's original statement of complaint. The Department may omit the name and/or identity of the person making the complaint. In the event that the complaint(s) does not contain all allegations of misconduct under investigation the investigator must inform the officer in writing of the additional allegations being investigated. This section does not prohibit additional complaints being investigated if they arise during the investigation. After the Officer is advised in writing of his right to consult with an attorney, this 48 hour rule may be waived by the Officer in writing.

- (b) Before the officer who is the subject of a Major Complaint investigation provides a statement to an investigator, the officer and his/her representative shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, if any, which is the subject of the allegations, if such recording is within the possession or control of the Department.
- (c) An officer is entitled to a copy of his/her statement to the investigator at the time when the statement is finalized and signed by the officer, but the statement remains confidential in the hands of the officer pursuant to 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with his/her attorney.
- (d) Nothing in this Article shall be construed as requiring the Department to provide or make available for review by the officer or his/her representative any evidence from criminal investigations by the Department, unless that evidence is a part of the investigation case file. No criminal investigation material that is part of the investigation case file can be released if a criminal investigation or judicial proceeding is pending or has been conducted, unless required by law, court order, or subpoena.
- (e) Neither the officer nor his/her representative will be permitted to make copies of any witness statements, audio tapes, photographic or videotape evidence reviewed, except as provided in Section 3(a).

Section 4. Confidentiality of Records and Misuse of Information

The access to records provided in Section 3 of this Article has been granted in exchange for the following agreements intended to insure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

- (a) Retaliation or the threat of retaliation by an officer, or by an individual at the direction of the officer, against the author of an Internal Affairs statement is strictly prohibited. If the Department head finds a violation of this subsection has occurred, it shall result in either a temporary or indefinite suspension.
- (b) If an officer is suspended pursuant to this Section, the officer shall have the right to appeal the suspension pursuant to Article 7.
- (c) Sections 143.053(e) and (f) of the TLGC are hereby superseded to the extent of any conflict with this Section.

Section 5. Right to Representation for Major Complaints

An officer who is the subject of a Major Complaint investigation shall have the right to be represented by an attorney of the officer's choice during an interview provided the attorney complies with the interview protocol of the investigation. An officer shall have the right to be represented by an attorney of the officer's choice during an interview with the Department Head or statement by the officer to the Complaint Review Board conducted for the purpose of determining whether the Department shall take disciplinary action against an officer for alleged misconduct.

At the request of the officer subject to the complaint, the officer has the right to have a liaison from the Association's Executive Board be present during interviews, meetings, depositions, review boards, and Loudermill hearings in reference to major complaints.

ARTICLE 7

DISCIPLINARY ACTION AND APPEALS

Section 1. Suspension of Forty (40) Hours or Less

Appealable and Non-Appealable Suspensions

It is understood that most officers will make some errors during their career involving rule violations, including those who are good, professional police officers. The Parties agree that some disciplinary suspensions are for the purpose of reinforcing the need for compliance with Departmental standards and not necessarily as punishment. It is further understood that City policy G-1 "Grievance and Complaint Procedure" does not apply to officers.

The Parties agree that when an officer is suspended for forty hours or less the officer may choose one of two methods of dealing with the suspensions as listed below.

- (a) **Suspensions that may not be appealed.** The officer may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event an officer has received a disciplinary suspension within the preceding 24-month period, the officer may only forfeit vacation or holiday time with the Department Head's permission. The officer must agree that there is no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension before any administrative or judicial body if this method of suspension is chosen and the officer must sign a waiver of appeal.
- (b) **Suspensions that may be appealed.** The officer may appeal the suspension solely to the Civil Service Commission. If the officer chooses to appeal the suspension, the hearing will be conducted as set forth in Texas Local Government Code Section 143.053.

Consideration of Suspensions of Forty (40) Hours or Less

The Parties agree that disciplinary suspensions of forty (40) hours or less that were imposed on or after October 1, 2011, will no longer be considered for purposes of transfer or promotion, after twenty-four (24) months have passed from the date of the suspension. This section does not apply to appealed suspensions.

After the twenty-four (24) months have passed, the Department Head shall notify the Civil Service Commission in writing. A copy of the notification document shall be included in the OPS investigative file or the file maintained by the Director, whichever is appropriate, and the Department shall enter a notation reflecting this. The Parties agree that the Department and the Civil Service Commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including, but not limited to, the letter of temporary suspension that was filed with the Commission as required by TLGC 143.052(c), or the OPS investigative file itself. The original suspension paperwork shall still be subject to open records requests and as evidence to negate any civil liability claim.

Section 2. Suspensions of Forty-One (41) to One Hundred Twenty (120) Hours

The Parties agree that when an officer is suspended for forty-one (41) to one hundred twenty (120) hours, the officer may choose one of two methods of dealing with the suspension as listed below.

- (a) **Suspensions that are not appealed.** The Department Head may allow an officer to forfeit vacation or holiday time equal to the length of the suspension to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion. The forfeited vacation or holiday time will not constitute hours worked. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The officer must agree that there is no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension before any administrative or judicial body if this method of suspension is chosen and the officer must sign a waiver of appeal.
- (b) **Suspensions that may be appealed.** The officer may appeal the suspension to the Civil Service Commission or a Hearing Examiner as provided in TLGC, section 143.057.

Section 3. Suspensions of One Hundred Twenty-One (121) to Seven Hundred Twenty (720) Hours

- (a) **Mutually Agreed.** Either the Department Head or the officer facing discipline may offer to impose or accept a suspension without pay for a period from one hundred twenty-one (121) to seven hundred twenty (720) hours. If the officer accepts the mutually agreed suspension, there shall be no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension to any administrative or judicial body and the officer must sign a waiver of appeal. It is also understood and agreed that if the Department Head permits the forfeit of vacation or holiday time for suspension, said vacation or holiday time shall be considered as equal discipline to unpaid hours of suspension. In no case will sick leave be substituted for unpaid hours of suspension. The forfeited vacation or holiday time will not constitute hours worked.
- (b) **Non-Agreed.** If the Department Head imposes a suspension under this section, the officer may appeal to the Commission or to a Hearing Examiner as provided in TLGC, section 143.057, may be selected.

Section 4. Alternative Discipline by the Department Head

In considering appropriate disciplinary action the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may, as an alternative to demotion, or temporary or indefinite suspension, or in combination with demotion or temporary suspension, require that the officer successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan. If the officer's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing, for a specified period of time. If the officer fails or refuses to enter into the program or after entering the program of counseling and/or rehabilitation, the officer fails or refuses to complete the program, or fails to submit to mandatory alcohol or drug testing, the officer may be indefinitely suspended for failing or refusing to complete the program or for failing to submit to mandatory alcohol or drug testing. The officer has the right to appeal to the commission or to a third party Hearing Examiner any discipline imposed under this section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the commission or Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department head or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 5. Alternative Discipline by Agreement

In considering appropriate disciplinary action, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may offer the officer the opportunity to enter into an alternative disciplinary agreement under which the officer would accept demotion or a temporary suspension of up to seven hundred and twenty (720) hours and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head. The program of counseling and/or rehabilitation will be completed on the officer's off duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan. If the officer's misconduct involved alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing, for a specified period of time. If the officer accepts the opportunity for agreed alternative discipline, the officer may not appeal any terms of the Agreement nor the disciplinary action. If the officer fails to successfully complete the program of counseling and/or rehabilitation, the officer may be indefinitely suspended without right of appeal and without right to bring any contract dispute under Article 10 regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Last Chance Agreement

In considering appropriate disciplinary action, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may offer the officer, as an alternative to indefinite suspension, the opportunity to enter into a last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the officer and the Department Head.

- (a) The officer shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head.
- (b) The program of counseling and/or rehabilitation will be completed on the officer's off- duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan.
- (c) The officer shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the officer commits the same or a similar act of misconduct, the officer will be indefinitely suspended without right of appeal.

If the officer's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing, upon order by the Department Head, for a specified period of time. If the officer accepts the opportunity for a last chance agreement, the officer may not appeal any terms of the agreement. Successful completion of a counseling and/or rehabilitation program will be specifically defined in the agreed alternative discipline document. If the officer fails to successfully complete the agreed upon program, the officer may be indefinitely suspended without right of appeal, nor right to bring any contract dispute under Article 10 regarding the suspension, before any administrative or judicial body.

Section 7. Local Government Code Section 143.057 Hearing Examiner Retained for Suspensions in Excess of Forty (40) Hours or for Indefinite Suspensions

The City recognizes that during the term of this Agreement officers have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the TLGC. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action. It is the express intention of this provision that an officer may not appeal to a hearing examiner pursuant to TLGC section 143.057 unless the suspension exceeds forty (40) hours or is an indefinite suspension.

Section 8. Procedures for Hearings before Commission and Hearing Examiners

It is expressly agreed that commission hearings and hearings before Hearing Examiners under 143.057, are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically it is understood that neither the Texas Rules of Evidence (TRE) nor the Texas Rules of Court (TRC) apply to such hearings. The burden of proof shall be by a preponderance of the evidence. If the Department calls a witness to testify during a hearing and that witness has given a statement to the investigator as defined in Article 6, Section 2 (d) regarding the pending case, then the Department will provide a copy of that statement to the officer's counsel at the time the witness is called to testify.

Section 9. Appeal Procedures before Hearing Examiners

In any proceeding before a hearing examiner, the following procedures shall be followed:

- (a) The Department shall furnish the charge letter to the hearing examiner by delivering a copy far enough in advance, so that the hearing examiner receives the copy at least five (5) business days before the start of the hearing.
- (b) The officer may furnish a position statement to the hearing examiner by delivering copies to the hearing examiner and to the Department far enough in advance, so that the hearing examiner and the Department receives the copies at least five (5) business days before the start of the hearing.
- (c) At the close of the presentation of evidence to a TLGC 143 Hearing Examiner, the Hearing Examiner shall render a decision within ten (10) working days. Post submission briefs shall only be allowed by mutual agreement of the Parties.

Section 10. Preemption

The provisions of this Article preempt all contrary local ordinance, executive orders, legislation, or rules adopted by the state or by a political subdivision, including a civil service commission.

It is the specific intent of the Parties to this Agreement, that any express written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in Subchapter D of the Texas Local Government Code Chapter 143, is intended to override the applicable statutory provision as allowed by Subchapter C of the Texas Local Government Code Chapter 142.

Section 11. Expenses

It is agreed that the City and an Officer disciplined under this article shall share fees and expenses equally for the Hearing Examiner. The costs of an expert witness or any other witness not employed by the City are paid by the party who subpoenas the witness. In the event a party desires a court reporter, that party shall bear that cost one-hundred percent (100%). In the event the officer is not a member of the Association, and therefore financially responsible for his/her share of any fees, the officer shall deposit with the Director of Civil Service his/her share of the fee three (3) week days prior to the Hearing Examiner's deadline to cancel. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the non-association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 8

BASE SALARY AND OTHER PAY

Section 1. Base Salary

It is the goal of this Agreement to maintain the base salary for all police officers subject to this Agreement at the average salary of the City's peer cities plus four percent (4%).

During the term of this Agreement, the base salary for all police officer ranks will increase to the average of the City's peer cities plus an additional four percent (4%) increase. If during the term of this Agreement, a police officer rank is already at or above the average of the City's peer cities, plus the additional four percent (4%), then that police officer rank will only receive a two percent (2%) cost of living adjustment.

The "average of the City's peer cities" shall be the average of the actual salary of police officer ranks from each of the City's comparative cities as determined by the City Council. At present, those City Council selected comparative cities (the "City's peer cities") are: Carrollton, Denton, Grand Prairie, Killeen, Lubbock, Midland, Odessa, San Angelo, Waco and Wichita Falls. In the event the Council desires to change the City's ten peer cities, such decision will be made in a public meeting, properly noticed and a public hearing will be held as required by law.

The actual salary of police officer ranks from each of the City's comparative cities shall be fixed as of March 31st of each calendar year. During the month of April of each year, the City Manager, City Finance Director, and the Association's President or his/her Designee(s), shall review the actual salary of police officer ranks from each of the City's comparative cities, and shall, in good faith, determine the average of the City's peer cities for purposes of this Agreement.

During the review of actual salaries of police officer ranks, the percentage separation between Police Officer 8 and Sergeant I and Sergeant II and Lieutenant I shall also be assessed and, if appropriated, an adjustment recommendation may be made to the City Manager. The City Manager is not bound by any recommendation from the Association regarding pay separation between ranks, but should be of mutual interest to review each year.

If the City Manager, City Finance Director, and the Associations' President or his/her Designee(s) cannot agree, in good faith, on the average of the City's peer cities for a police officer rank or ranks, this Agreement may be reopened for the limited purpose of negotiating the average of the City's peer cities for the disputed officer rank or ranks only.

Section 2. Police Training Officer Assignment Pay

Police Training Officers (PTO) will be paid for the shifts in which they are active in the training process while assigned PTO duties by the Department head or his/her designee. The pay rate for the PTO assignment will be \$4.50 per hour for the scheduled shift hours and will be included in the bi-weekly payroll.

Section 3. Special Duty Pay

Police officers holding special duty assignments that require specialized training and frequent response outside of regular duty hours will receive \$200 per month in special duty assignment pay. The payment will be paid bi-weekly to be equivalent to the designated monthly payment. An officer may receive special duty pay for only one assignment, regardless of the number of special duties assigned to the officer. Special duty assignments include Public Information Officer (PIO), Homeless Outreach Team (HOT), SRO, CID, Youth

Investigator, Tactical Unit, Bomb Unit, K9 Unit, SOD, Range Master, CRT, Drug Recognition Experts, and Traffic Division. This list may be amended as mutually agreed upon by City Administration and APOA. Beginning in the second pay period of October of year two (2) of this Agreement and every year thereafter of this Agreement, special duty assignment pay will increase to \$200 per month.

Section 4. Holiday Pay

Officers assigned to Uniformed Services will accrue holiday hours based upon his/her primary duty days. Officers primarily working 10 hours shifts will receive 10 hours for a holiday. Officers primarily working 12 hours shifts will receive 12 hours for a holiday.

Officers assigned to Specialized Divisions will accrue holiday hours based upon his/her primary duty days. Officers primarily working 8 hour shifts will receive 8 hours for a holiday. Officers primarily working 10 hour shifts will receive 10 hours for a holiday.

Specialized Divisions officers who are scheduled to be off duty on one of the officially approved City holidays and who are called in to work by his/her supervisor will be compensated at one- and one-half times his/her regular hourly rate for the time actually worked on that particular holiday. "Holiday" means the full 24 hour period of the day.

Uniformed Services officers working on their normally assigned duty day on any of the official holidays approved by City Council will receive an additional \$200.00 in pay for working that day. In order to receive the holiday pay, the officer must start his/her shift on the holiday.

Section 5. Bilingual Pay

Bilingual pay will be paid at the rate of one hundred dollars (\$100) per month for officers certified in verbal language skills under standards established by the Department Head. Payment will be paid bi-weekly to be equivalent to the designated monthly payment and applicable length of time.

Section 6. Recruitment Incentive Pay

To further facilitate recruitment, the Department Head may use recruitment incentive pay when filling positions under Article 4.

All other provisions of the City of Abilene vacation policy and procedures will continue to be governed by the existing City of Abilene and Abilene Police Department policies and procedures.

(b) Retention Incentive – Sick Buyback

Beginning in the second pay period of October of year three (3) of this Agreement and every year thereafter of this Agreement, officers may sell unused sick time up to forty (40) hours, once a year.

In order to be eligible, officers must have a minimum of 720 sick hours accrued, and not used more than 120 hours the prior fiscal year.

Section 7. Longevity Pay

Parties agree that effective October 1, 2012 an Officer will receive \$4 per month per year of service for one (1) through nine (9) years of service. Beginning in service year ten (10), an officer will receive \$8 per month per year of service through thirty (30) years of service. Longevity pay will maximize at \$240 per month

(\$2,880 per year) for service year thirty (30) and beyond. The longevity pay schedule is reflected in Appendix C of this Agreement.

Section 8. Education Pay

Beginning October 1, 2020, Officers shall be paid at the following rates per month starting the month after they receive their degree: \$85 per month for an associate degree, \$150 per month for a bachelor's degree, or \$200 per month for a master's degree. Such education pay is not cumulative.

Section 9. Shift Differential Pay

Beginning on October 1 of year two (2) of this Agreement and every year thereafter of this Agreement, all sworn personnel subject to this Agreement shall be paid shift differential pay in the amount of \$200 per month when more than fifty percent (50%) of their regularly assigned shift falls between the hours of 6:00 PM and 6:00 AM.

Section 10. Statutory Override

This Article supersedes TLGC sections 141.033(a) and 143.041(b) as this Article establishes more than one base salary in a classification and to provide for discretionary recruitment incentive pay and bilingual pay; section 141.032 to provide for a different methodology for longevity pay and section 143.042 to provide for discretionary bilingual pay.

ARTICLE 9

TMRS RETIREMENT OPTION

The City's service requirement to be eligible to retire under the Texas Municipal Retirement System ("TMRS") will include eligibility to retire with twenty (20) years of service at any age under TMRS.

ARTICLE 10

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Scope of Procedure. The City and Association recognize that from time to time disagreements between the parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure.

Application of Procedure. If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department Head or City Manager. An officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association.

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement, which includes a claim for pay or benefits for any past pay periods, must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department head may require by policy for submission of contract disputes within the chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department Head, it shall have five (5) days to notify the Department Head. The Parties shall then again attempt to resolve the matter. It is intended that during the resolution process that the labor/management group that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within thirty (30) days from the Association's notification, the matter shall proceed to mediation or arbitration.

Mediation. If the dispute is not resolved after thirty (30) days from the Association's notification, either party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If a mediator is not mutually agreed upon, or if mediation is not successful, either party may elect to proceed with arbitration within ten (10) days from the date the parties declare in writing they cannot agree on a mediator or within ten (10) days after mediation if it is not successful. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution will be in writing and will be final and binding.

Arbitration. The Parties agree they will contact the American Arbitration Association to obtain a panel of qualified arbitrators, from which to select an arbitrator.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitrator and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within ten (10) business days after the close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Expenses. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees, but the fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter, that Party shall bear that cost one hundred percent (100%).

Non-Association Members and Expenses. Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and, in accordance with the law, will be pursued by the Association, if accepted, until final resolution is reached.

ARTICLE 11

WELLNESS

It is the goal of this Agreement that the Abilene Police Department adopts a voluntary incentivized fitness program with guidelines and rewards developed in a collaborative manner between Police Administration and the Association's Executive Board or a representative appointed by the Association's Executive Board. Applicable incentive pay will be authorized pursuant to Section 143.044 TLGC.

No officer subject to this Agreement shall be mandated to participate in a voluntary fitness incentive program. No sworn employee subject to this Agreement shall be disciplined, suspended, or subject to a fitness-for-duty evaluation, or receive any other adverse employment action based solely on their voluntary participation in the fitness program.

All applicable standards of fitness and determination of fitness for police officers will continue to be applied by Section 143.081 TLGC.

Additionally, it is the goal of this Agreement to ensure that all sworn employees maintain adequate health and wellness to perform at the highest level. Beginning in October of year two (2) of this Agreement and every year thereafter of this Agreement, all sworn employees subject to this Agreement shall undergo an annual medical physical, to include a heart scan, at the City's expense and consistent with the same comprehensive medical screening for Fire Department personnel with the exception of Fire Department cancer screenings. It is the express intent of the Parties that the annual medical physical will include a sonographic heart scan consistent with the Abilene Fire Department's heart scan. In addition to a medical examination, all sworn employees shall attend and participate in one (1) counseling session at the City's expense with a provider chosen by the City based on the provider's experience with counseling matters of importance to law enforcement personnel.

It is the express intent of the Parties that this annual medical physical shall provide a baseline for presumptive benefits outline in TLGC Section 607.056.

ARTICLE 12

MISCELLANEOUS

Section 1. Uniforms

The clothing allowance for those officers as determined by Administration shall be \$750 per year, payable in full during the first pay period of November.

Beginning in year two (2) of this Agreement, the clothing allowance for those officers as determined by Administration shall be \$1000 per year, payable in full during the first pay period of November.

Beginning in year three (3) of this Agreement and every year thereafter of this Agreement, the clothing allowance for those officers as determined by Administration shall be \$1250 per year, payable in full during the first pay period in November.

In the event technology becomes available to provide officers more flexibility in the use of the allowance, the Department Head may change how officers are paid the uniform allowance provided the executive board of the APOA agrees with the change.

Section 2. Funding Obligation

The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2015 and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7. In the event the City cannot meet its funding obligations, after exhausting all reasonably available recurring revenue, as provided in the State Constitution, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety.

Section 3. No Petition to Increase Salaries

The parties agree to the salary increase provided for in Article 8 and it is the Parties' intent to override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, pay, or benefits during the term of this Agreement.

Section 4. Compensatory Time

Officers working a seven (7) day work period are compensated at one and one-half (1 ½) times their regular hourly rate for hours actually worked in excess of forty (40) hours during any one work week. If an Officer has been on leave due to absence from work during a work week, straight time pay or compensatory time will apply until the Officer has actually worked forty (40) hours.

Officers working a work period that exceeds (7) days are compensated at one and one-half (1 ½) times their regular hourly rate for hours worked in excess of eighty (80) hours during any one work period. For this workgroup, planned vacation and holiday hours are considered hours worked for the purposes of computing overtime pay.

The City may compensate Officers with compensatory time in lieu of overtime pay during a work period at a rate of not less than one and one-half (1 ½) hours for each hour of employment for which overtime compensation is required by the Fair Labor Standards Act ("FLSA"), 29 USC 207.

When an Officer is offered an assignment that will be compensated with compensatory time, the Officer has the option of refusing the compensatory time and requesting to be paid the appropriate rate of pay prior to accepting the assignment. The Department Head has the discretion to approve the request or to deny the request and offer the assignment to a different Officer.

This Article supersedes any and all agreements or understandings between the City and a covered officer of the bargaining unit related to compensatory time made during the term of this Agreement. If this Agreement expires, any lawful agreements or understandings that were made with individual Officers regarding compensatory time will apply.

Under this agreement Officers shall be allowed to accrue compensatory time up to a maximum accrual of eighty (80) hours, unless a greater amount is approved in writing by the Department Head. Requests to exceed the maximum accrual will be considered by the Department Head on a case by case basis.

This Article does not apply to Secondary Work Assignments.

Section 5. Association Business Leave Pool

Upon retirement, a police officer having more than 720 hours of accrued sick leave may make a donation of up to eighty (80) hours of sick leave. Both Parties agree that the usage of ABL by Association members will be capped at five hundred (500) hours per year.

The ABLP may be charged on an hour-for-hour basis when Association Board members and/or members of the Association attend regular Association business activities, as long as the ABLP has a positive balance. Regular Association business activities are defined as time spent at training programs, seminars, workshops, conferences or events.

The Association may request the use of ABL for Association business activities upon two (2) working days advance electronic or written notification to the Department Head. Such requests will not be unreasonably denied.

The City will keep an accounting of the hours accrued and hours used. A report will be provided of the used and unused hours to the Department Head and the Association President every six (6) months

Section 6. Commission Election Schedule

The Commission shall elect a chairperson and vice-chairperson at its first meeting of the calendar year. It is the Parties' intent to override section 143.006(e) of the Texas Local Government Code to allow for the election of a chairperson and vice-chairperson outside the month of January.

Section 7. Association Rights and Indemnification

The Parties agree to open this Agreement within twelve (12) months of adoption for the sole purpose of concluding discussions on Association Rights and Indemnification language.

ARTICLE 13

TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2024, and shall remain in full force and effect through September 30, 2029, and may be extended thereafter by written agreement of the Parties.

Parties acknowledge the applicability of Article 12, Section 7 of this Agreement.

Further, both Parties agree to work together each year to gather and analyze comparative city salary and pay plan information.

ARTICLE 14

SAVINGS CLAUSE

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until subsequent Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

ARTICLE 15

OVERTIME PAY

Section 1. Federal Labor Standards Act (FLSA) to Apply

- (a) The Parties agree that the FLSA shall be used as the exclusive guideline for setting the hours of work, pay schedules, and determining overtime exceptions.
- (b) The City shall utilize the statutory standards imposed by the FLSA for purposes of determining its obligations to pay statutory overtime as required by the FLSA. In this regard, the City agrees to waive its right to use the applicable pay cycle allowed under the FLSA for police personnel, which currently allows for a forty-three (43) hour workweek without overtime.

Section 2. Overtime Exception

The Parties understand and agree that the overtime exemption provided for by the FLSA known as the 7(k) exemption is hereby adopted by the City and shall be used for the purposes of determining an applicable work period for purposes of overtime under the FLSA for certain work groups. The City reserves the right to make an initial determination on whether an overtime exemption applies, based on its own evaluation, or based on a request for an evaluation from the Department of Labor (DOL).

Section 3. Vacation and Holiday Pay

For work groups working under a work period that exceeds seven (7) days, vacation, and holiday days requested and approved at least one (1) week prior to beginning of the work period shall be included in the days worked for purposes of computing overtime pay.

Section 4. Amendment of Work Period

The City reserves any and all rights to alter or amend the work period, if to do so serves the legitimate governmental and management interests of the City. The parties agree that the maximum work period that will be utilized by the City is a fourteen (14) day period. The maximum number of hours that will be worked without overtime pay within a fourteen (14) day work period will be eighty (80).

Section 5. Administrative Challenge

Nothing in this Agreement shall prevent or preclude an individual officer or class of officers from exercising their administrative rights to challenge the application of an exemption using applicable DOL procedures and protocols. Further, nothing in the Agreement shall prevent or preclude the City from defending its application of an exemption.

Section 6. Statutory Override

This Article supersedes TLGC Section 142.0015 and any and all other contrary state provisions to allow the adoption of the FLSA 7(k) overtime exemption and provide for an alternate work period.

SIGNATURE AND EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:

FOR THE CITY OF ABILENE, TEXAS:

[Approved by the Abilene City Council on the ____ day of _____, 2024]

ROBERT HANNA
CITY MANAGER

Date: _____

ATTEST:

SHAWNA ATKINSON
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

RONDELL SERATTE, CHIEF OF POLICE

STANLEY SMITH, CITY ATTORNEY

FOR THE ABILENE POLICE OFFICERS' ASSOCIATION:

[Ratified by APOA Membership on the ____ day of _____, 2024]

CHRIS ADAMS
PRESIDENT

Date: _____

CORY DAVIS
FIRST VICE PRESIDENT

Date: _____

APPENDIX A

Abilene Police Department Amendment to the Civil Service Promotional System for Promotions to the Rank of Sergeant

I. Sergeant's Promotional Procedure Notification

- a. The Civil Service Director shall publicize each vacancy and shall fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs. Posting electronically as well as a written posting at the Employee Entrance to the Department shall be sufficient for on-site posting.
- b. Thirty (30) days prior to the date a Sergeant's promotional process is held, the Commission shall post a notice of the promotional process in plain view in the hallway of City Hall and at the main employee entrance of the Department. The notice shall also be sent to all eligible employees by reliable means. The notice must show the position for which the promotional process is being held and the date, time and place of the beginning of the promotional process (the written examination).
- c. The Sergeant's promotional process shall be held as vacancies become available or are projected. The eligibility list from each promotional process will not become effective until the previous eligibility list has expired or been exhausted.

II. Eligibility for Sergeant's Promotional Process

Officers are eligible to participate in the promotional process for the rank of sergeant if, as of the established date for the written examination step of the promotional process:

- a. The police officer has served in the Department (including trainee status) for at least five (5) consecutive years before the date of the Written Examination component of the promotional process; or
- b. For a lateral police officer who has at least two (2) years of prior service in another department, the officer has served in the Department for at least three (3) consecutive years before the date of the Written Examination component of the promotional process; or
- c. For a police officer who has been rehired, the police officer has been rehired for at least one (1) year and has served in the Department for at least five (5) cumulative years before the date of the Written Examination component of the promotional process.

III. Sergeant's Promotional Process Overview

The Sergeant's promotional process will consist of four (4) steps:

1. Written Examination
2. Promotional candidate performance review
3. Oral Panel Review
4. Assessment Exercises

IV. Written Examination

The written examination will be given to all eligible candidates at the date posted on the promotional process notification. The written examination will be a multiple choice test based on Abilene Police Department Operating Procedures (OPs) and segments of the Penal Code.

All of the questions asked on the written test shall be prepared and composed in such a manner that the grading of test papers can be completed immediately following the test.

Test scores are appealable to the Chief of Police first, and then may be appealed to the Civil Service Commission if the first appeal is not mutually satisfactory.

All eligible promotional candidates shall be given the written test in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on active military duty outside of this state or in a location that is not within reasonable geographic proximity to the location where the test is being administered. In this case the provisions of Local Government Code 143.032(b) will be enacted to satisfy the regulations of The Uniformed Services Employment and Reemployment Rights Act (USERRA). Accommodations will be extended to officers who are deployed in order for them to participate in the promotional process in accordance with USERRA.

The written test shall be graded with a mechanical or electronic grading system immediately upon a candidate's completion of the test. The grading may be completed by hand if the mechanical or electronic grading system fails or malfunctions.

The grading of the written test shall be completed at the test site and in the presence of the candidate, if requested by the candidate.

The resulting scores of the written examination will establish the ranking list which shall determine who moves forward in the promotional process. The minimum passing score shall be a seventy (70), and the score will be considered as a weighted component of the overall score for the promotional process.

The candidates with the top fifteen (15) scores above seventy (70) will be eligible to move forward in the promotional process. When two (2) or more candidates have the same score for the 15th position and, as a result a tie exists on the eligibility list to move forward in the promotional process, all candidates with the tied score will move forward.

Bonus Points

Each police officer is entitled to receive one (1) bonus point for every five (5) years of seniority as a classified peace officer in that department, with a maximum of three (3) points. In addition, each police officer is entitled to receive one (1) point for a Bachelor's Degree and two (2) points for a Master's Degree. In addition, each police officer is entitled to receive one (1) bonus point for any prior or current service in the United States Armed Forces.

The total number of bonus points allowable is five (5). After a passing grade of seventy (70) is achieved on the written examination, bonus points will be awarded and totaled into the final tabulation of test scores.

V. Sergeant's Promotional Candidate Performance Review

Police Administration shall identify individuals, holding the rank of sergeant, to conduct a Performance Review of each candidate for the Sergeant's Promotional Process.

The purpose of the Performance Review shall be to establish and identify:

1. Positive or negative conduct of the candidate
2. Overall leadership potential of the candidate
3. An assessment of the following:
 - (a) Candidate's self-motivation
 - (b) Candidate's ethics and decision making skills
 - (c) Candidate's verbal communication skills
 - (d) Candidate's job knowledge

The Performance Review should include, but is not limited to, the following:

1. Examination of the candidate's entire personnel file for the purposes of inclusion in the candidate's Performance Review Packet to be presented during the promotional process:
 - (a) Identifying any previous disciplinary action
 - (b) Identifying any letters of counseling or reprimand
 - (c) Identifying any sustained allegations relating to Internal Affairs Investigations
(Note: Disciplinary action, letters of counseling or reprimand, or "sustained" IA allegations are not automatic disqualifiers, but may be taken into consideration)
 - (d) Examination of yearly personnel evaluations of the candidate
 - (e) Identifying any awards
 - (f) Identifying any instances of good conduct, letters of recognition, etc.
2. The candidate shall identify three (3) references to be interviewed by the performance reviewer. These references shall be sworn employees of the Abilene Police Department.
3. The performance reviewer shall identify a minimum of five (5) additional sources of information regarding the candidate. These additional sources shall be employees of the Abilene Police Department and shall include:
 - (a) Director supervisors of the candidate during the previous 24 months (No more than two [2])
 - (b) Direct command level supervisors of the candidate during the previous 24 months (No more than two [2])
 - (c) Any co-worker of the candidate not listed as a reference by the candidate as needed.
******** The information obtained from references and sources of information shall be made available to the candidate upon request. The identity of the person providing said information shall be kept confidential. ********
4. Assessor Review of the Performance Review:

A panel of assessors will review the candidate's entire performance review file as compiled by the person conducting the performance review. The assessor panel will then have an opportunity to follow up with the person conducting the review, if necessary, and/or have the opportunity to ask follow up questions of the candidate, if necessary. Any follow up questions to be asked of the candidate will be agreed upon, ahead of time, with the assessor panel by the Facilitator.

5. The assessors will determine a score for the findings of the candidate's performance review as a separate component of the overall promotional process score for each candidate. The dimensions to be utilized for arriving at this scoring component will be agreed upon from the list of dimensions cited in Section VIII of this appendix during the assessor panel training.

VI. Oral Panel Review

Since one of the best predictors of future performance is past performance, behavioral questions will be utilized. In other words, questions that provide the candidate with an opportunity to tell the assessors how they have performed in the past as it relates to the dimensions identified for the job in question. Problem analysis, judgment, oral communication, leadership, decisiveness, self-initiative, adaptability and interpersonal skills are some of the dimensions examined in this component of the promotional process.

VII. Assessment Exercises

Assessment Exercises are a component of the Sergeant's Promotional process. Assessment Exercises may be administered over multiple days. A minimum of two (2) exercises will be chosen from the following types of exercises. A candidate's Assessment Exercise scores will be averaged to form one component of the overall promotional process score. Exercises will be developed by the Promotional Process Design Committee, working with Police and City Administration.

1. Subordinate Review

This exercise provides an opportunity for the candidate to demonstrate how he or she handles personnel issues. Whether it's coaching, counseling or disciplining subordinates, this is a critical skill for supervisors. A typical scenario places the candidate as the new supervisor that will have to meet with a subordinate who has been having some work-related problems. The candidate's job in this exercise is to try to get them back on track, but also to see what it is that has derailed them, and how the candidate can help them return to an acceptable level of performance. Oral communication skills, interpersonal skills, judgment, problem analysis, and leadership are some of the dimensions examined in this exercise.

2. In-Basket Exercise

This exercise requires the candidate to manage the in-basket within a specific time frame. The candidate should be able to read this, analyze quickly, the key issues that are "hidden" in an in-basket exercise. The candidate is required to focus on each element of the "in-basket," making decisions, prioritizing, and delegating. This exercise is an extension of what a good supervisor or manager should be able to do on a daily basis. Problem analysis, judgment, decisiveness, written communication skills and planning and organization are some of the dimensions examined in this exercise.

3. Oral Presentation

In this exercise the candidate is presented with a subject of discussion either in advance or at the assessment. The foundation of the exercise is that many positions require supervisors and managers to speak publicly either to staff or to customers. Problem analysis, judgment, oral communication, decisiveness, interpersonal skills and planning and organization are some of the dimensions examined in this exercise.

4. Written Exercises

A variety of written exercises are used in promotional processes. Some are similar to the in-basket while others are more complicated and deal with a specific set of problems. The written problems require the candidate to use creative thinking in order to resolve challenging real world problems. Problem analysis, judgment, decisiveness, written communication skills and planning and organization are some of the dimensions examined in this exercise.

5. Tactical Exercise

The tactical exercise utilizes a tactical problem which the candidate must handle using common practices, standard operating procedures, good problem solving techniques and other skills to resolve. Problem analysis, judgment, leadership, oral communication, decisiveness, adaptability, written communication skills and interpersonal skills are some of the dimensions examined in this exercise.

VIII. Assessors, Procedures, and Dimensions for the Sergeant Promotional Process

Assessors for the Sergeant promotional process shall be supervisors of the Abilene Police Department who are currently holding the following ranks:

1. Sergeant II, or
2. Lieutenant

The following rules will dictate the selection process for the assessors:

1. The names of all eligible assessors will be placed in a container(s) suitable for a random drawing prior to the beginning of the promotional process.
2. Names will be drawn randomly.
3. The number of assessors will be equal to half of the number of candidates, but will not be less than six (6).
4. Regardless of the number of assessors needed, two (2) alternate names will be drawn for use in case of an unforeseen emergency.
5. Candidates for assessment will be invited to be present at the drawing.
6. The Department Head may pass over a selected assessor for good cause.

The Department Head will appoint a facilitator who will be responsible for ensuring all candidates are treated and tested equally. Prior to the beginning of the Assessment Center, the facilitator will facilitate training for the assessors, which is deemed to be adequate and sufficient. The facilitator and the Civil Service Director will gauge "adequate and sufficient" based upon their interaction with the assessors during assessor training.

Candidates will be graded on the following dimensions; however, it is not necessary that each dimension be covered in every exercise.

1. Abilene Police Department Operating Procedures
2. City of Abilene Policies and Procedures Manual
3. Texas Penal Code
4. Texas Transportation Code
5. Basic Criminal Investigation practices
6. Basic Evidence (relevance and collection)

All candidates will be assigned the same tests, scenarios, exercises, and/or situations for a particular promotional process.

IX. Tabulation of Scores for Final Eligibility List

The candidate's overall score for the promotional process will be determined by weighting the components of the promotional process as follows:

Written Examination 25%, Performance Review 25%, Oral Panel Review 25%, and Assessment Exercises score 25%. Scores will be converted to the scale of 100.

SCORES FROM THE PROMOTIONAL PROCESS ARE NOT SUBJECT TO APPEAL OR DISPUTE BY ANY CANDIDATE.

Candidates shall be placed on an eligibility roster according to their overall score, highest to lowest. This list will be presented to the Department Head as soon as possible after tabulation. The eligibility list will be effective for one (1) year from the date the eligibility list is finalized.

The Department Head shall retain discretion for promotional appointments as set forth in Chapter 143 of the Local Government Code.

End of Appendix A

APPENDIX B

Abilene Police Department Amendment to the Civil Service Promotional System for Promotions to the Rank of Lieutenant

I. Lieutenant's Promotional Procedure Notification

- a. The Civil Service Director shall publicize each vacancy and shall fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs. Posting electronically as well as a written posting at the Employee Entrance to the Department shall be sufficient for on-site posting.
- b. Thirty (30) days prior to the date a Lieutenant's promotional process is held, the Commission shall post a notice of the Lieutenant's promotional process in plain view in the hallway of City Hall and at the main employee entrance of the Department. The notice shall also be sent to all eligible employees by reliable means. The notice must show the position for which the promotional process is being held as well as the date, time and place of the beginning of the promotional process (the written examination).
- c. The Lieutenant's promotional process shall be held as vacancies become available or are projected. The eligibility list from each process will not become effective until the previous eligibility list has expired or been exhausted.

II. Eligibility for Lieutenant's Promotional Process

All officer with two (2) consecutive years of service in the rank of sergeant as of the established date for the Promotional Candidate Performance Review step of the promotional process are eligible to apply for the Lieutenant's Promotional Process.

III. Lieutenant's Promotional Process Overview

The Lieutenant's promotional process will consist of three (3) steps:

1. Promotional Candidate Performance Review
2. Oral Panel Review
3. Management Concepts Evaluation

IV. Lieutenant's Promotional Candidate Performance Review

Police Administration shall identify individuals, holding the rank of Lieutenant, to conduct a Performance Review of each candidate for the Lieutenant's Promotional Process.

The purpose of the Performance Review shall be to establish and identify:

1. Positive or negative conduct of the candidate
2. Overall leadership potential of the candidate
3. An assessment of the following:
 - (a) Candidate's self-motivation
 - (b) Candidate's ethics and decision making skills

- (c) Candidate's verbal communication skills
- (d) Candidate's job knowledge

The Performance Review should include, but is not limited to, the following:

1. Examination of the candidate's entire personnel file for the purposes of inclusion in the candidate's Performance Review Packet to be presented during the promotional process:
 - (a) Identifying any previous disciplinary action
 - (b) Identifying any letters of counseling or reprimand
 - (c) Identifying any sustained allegations relating to Internal Affairs Investigations
(Note: Disciplinary action, letters of counseling or reprimand, or "sustained" IA allegations are not automatic disqualifiers, but may be taken into consideration)
 - (d) Examination of yearly personnel evaluations of the candidate
 - (e) Identifying any awards
 - (f) Identifying any instances of good conduct, letters of recognition, etc.
2. The candidate shall identify two (2) references to be interviewed by the performance reviewer. These references shall be sworn employees of the Abilene Police Department.
3. The performance reviewer shall identify either:
 - (a) Two (2) command level supervisors of the candidate during the previous 24 months, OR
 - (b) One (1) command level supervisor of the candidate during the previous 24 months AND one (1) co-worker of the candidate not listed as a reference by the candidate, AND
 - (c) A minimum of two (2) additional sources of information regarding the candidate. These additional sources shall be sworn employees of the Abilene Police Department.
******* The information obtained from references and sources of information shall be made available to the candidate upon request. The identity of the person providing said information shall be kept confidential. *******
4. The performance reviewer shall review the most recent two (2) end of year subordinate evaluations completed by the candidate.
5. Assessor Review of the Performance Review:

A panel of assessors will review the candidate's entire performance review file as compiled by the person conducting the performance review. The assessor panel will then have an opportunity to follow up with the person conducting the review, if necessary, and/or have the opportunity to ask follow up questions of the candidate, if necessary. Any follow up questions to be asked of the candidate will be agreed upon, ahead of time, with the assessor panel by the Facilitator.

6. The assessors will determine a score for the findings of the candidate's performance review as a separate component of the overall promotional process score for each candidate. The dimensions to be utilized for arriving at this scoring component will be agreed upon from the list of dimensions cited in Section VII of this appendix during the assessor panel training.

V. Oral Panel Review

Since one of the best predictors of future performance is past performance, behavioral questions will be utilized. In other words, questions that provide the candidate with an opportunity to tell the assessors how they have performed in the past as it relates to the dimensions identified for the job in question. Problem analysis, judgment, oral communication, leadership, decisiveness, self-initiative, adaptability, and interpersonal skills are some of the dimensions examined in this component of the promotional process.

VI. Management Concepts Evaluation

A minimum of two (2) exercises will be developed to assess candidates' knowledge of management concepts and the ability to apply management concepts to situations. Exercises may include a subordinate interview role play, an in-basket exercise, or a tactical-oriented exercise. Exercises will be developed by the Promotional Process Design Committee, working with Police and City Administration.

VII. Assessors, Procedures, and Dimensions for the Lieutenant Promotional Process

An assessor for the Lieutenant Promotional Process must be a supervisor of the Abilene Police Department who currently holds one of the following ranks:

1. Lieutenant, or
2. Assistant Chief of Police

The following rules will dictate the selection process for the assessors:

1. The names of all eligible assessors will be placed in a container(s) suitable for a random drawing prior to the beginning of the promotional process.
2. Names will be drawn randomly with the following exception: no more than one (1) assessor will be an Assistant Chief.
3. The number of assessors will not be less than five (5). Regardless of the number of assessors needed, two (2) alternate names will be drawn for use in case of an unforeseen emergency.
4. Candidates for assessment will be invited to be present at the drawing.
5. The Department Head may pass over a selected assessor for good cause.

The Department Head will appoint a facilitator who will be responsible for ensuring all candidates are treated and tested equally. The facilitator will facilitate training for the assessors, which is deemed to be adequate and sufficient. The facilitator will gauge "adequate and sufficient" based upon their interaction with the assessors during assessor training.

Candidates will be graded on the following dimensions; however, it is not necessary that each dimension be covered in every component of the promotional process.

1. Problem Analysis & Decision Making
2. Planning and Organization
3. Oral Communication
4. Leadership & Supervision
5. Self-Initiative
6. Adaptability

7. Interpersonal Skills

The tasks assigned to the candidates shall be appropriately related to the duties of a Lieutenant with the Abilene Police Department. The tests, scenarios, and situations should vary yearly so as not to create an advantage to any one candidate

Content of scenarios, exercises, and/or situations will be related to the following sources; however, it is not necessary that each source be used in every exercise:

1. Abilene Police Department Operating Procedures
2. City of Abilene Policies and Procedures Manual
3. Texas Penal Code
4. Texas Code of Criminal Procedures

All candidates will be assigned the same tests, scenarios, exercises, and/or situations for a particular promotional process.

VIII. **Tabulation of Scores for Final Eligibility List**

The candidate's overall score for the promotional process will be determined by weighting the components of the promotional process as follows:

Performance Review 30%, Oral Panel Review 30%, and Management Concepts Evaluation score 40%. Scores will be converted to the scale of 100.

SCORES FROM THE PROMOTIONAL PROCESS ARE NOT SUBJECT TO APPEAL OR DISPUTE BY ANY CANDIDATE.

Candidates shall be placed on an eligibility roster according to their overall score, highest to lowest. This list will be presented to the Department Head as soon as possible after tabulation. The eligibility list will be effective for one (1) year from the date the eligibility list is finalized. Candidates with an overall score below a seventy (70) are not eligible for promotion.

The Department Head shall retain discretion for promotional appointments as set forth in Chapter 143 of the Local Government Code.

End of Appendix B

APPENDIX C

POLICE LONGEVITY PAY

# Yrs	(max. \$240/mo. @ 30 yrs.			
	Longevity \$ / Year	# Yrs Tenure	\$ / Month	\$ / Year
1	\$4	1	\$4	\$48
2	\$4	2	\$8	\$96
3	\$4	3	\$12	\$144
4	\$4	4	\$16	\$192
5	\$4	5	\$20	\$240
6	\$4	6	\$24	\$288
7	\$4	7	\$28	\$336
8	\$4	8	\$32	\$384
9	\$4	9	\$36	\$432
10	\$8	10	\$80	\$960
11	\$8	11	\$88	\$1,056
12	\$8	12	\$96	\$1,152
13	\$8	13	\$104	\$1,248
14	\$8	14	\$112	\$1,344
15	\$8	15	\$120	\$1,440
16	\$8	16	\$128	\$1,536
17	\$8	17	\$136	\$1,632
18	\$8	18	\$144	\$1,728
19	\$8	19	\$152	\$1,824
20	\$8	20	\$160	\$1,920
21	\$8	21	\$168	\$2,016
22	\$8	22	\$176	\$2,112
23	\$8	23	\$184	\$2,208
24	\$8	24	\$192	\$2,304
25	\$8	25	\$200	\$2,400
26	\$8	26	\$208	\$2,496
27	\$8	27	\$216	\$2,592
28	\$8	28	\$224	\$2, 688
29	\$8	29	\$232	\$2, 784
30	\$8	30	\$240	\$2,880
< 30	\$8	< 30	\$240	\$2,880

APPENDIX D

FORMS: CONTRACT DISPUTE RESOLUTION

Case No. _____

**CITY OF ABILENE
POLICE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
OFFICER'S STATEMENT**

Name Address/City/State/Zip Phone

Company Title/Rank Phone

Statement

Briefly describe the issue. Include the Section or Article of the Contract in question. Use additional page if necessary.

REMEDY OR ADJUSTMENT SOUGHT: Use additional page, if necessary.

Officer

Date

Deliver to: Association

Received by Association: Signature and Date _____

Case No. _____

CITY OF ABILENE
POLICE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM

ADDITIONAL INFORMATION/SUPPLEMENT SHEET

[illegible]

Employee's Signature _____ Date _____

Association Committee
Representative Signature _____ Date _____

Case No. _____

**CITY OF ABILENE
POLICE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
ASSOCIATION COMMITTEE FINDINGS AND RECOMMENDATION**

Committee Members Refer to case number for employee's statement of facts.

Name

Name

Name

Name

Association Committee Statement

The Association Committee met and reviewed the above referenced dispute request and reached the following conclusion(s) on the subject.

ASSOCIATION COMMITTEE RECOMMENDATION

Solve Internally _____

Reject _____

Forward _____

Committee Representative

Date

Association Officer

Date

Date forwarded to Administration (if applicable): _____

Case No. _____

**CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION FORM**

CITY'S RESPONSE

CITY RECOMMENDATION

Leave as is:

Solve by the following action:

City Representative _____ Date _____

Police Meet & Confer

Appendix E

Base Salaries effective October 1, 2024

Department	Job Code	Description	Annual Salary at 10-01-2023	Proposed Salary at 10-01-2024	Increase (\$)	Increase (%)
Police	40001-3	Police Cadet	\$62,706.26	\$69,289.45	\$6,583.19	10.50%
Police	40101-3	PTO Completion	\$69,687.70	\$75,610.39	\$5,922.69	8.50%
Police	40201-3	Police Officer 2 Years	\$73,267.72	\$79,378.15	\$6,110.43	8.34%
Police	40301-3	Police Officer 3 Years	\$75,889.45	\$83,037.74	\$7,148.29	9.42%
Police	40401-3	Police Officer 4 Years	\$77,247.40	\$84,849.84	\$7,602.44	9.84%
Police	40501-3	Police Officer 5 Years	\$81,636.85	\$89,949.30	\$8,312.45	10.18%
Police	40801-3	Police Officer 8 Years	\$93,529.50	\$100,234.26	\$6,704.76	7.17%
Police	42501-5	Police Sergeant I	\$96,231.10	\$103,551.52	\$7,320.42	7.61%
Police	42601-6	Police Sergeant II	\$109,278.50	\$115,276.78	\$5,998.28	5.49%
Police	45001-5	Police Lieutenant I	\$113,369.36	\$120,593.28	\$7,223.92	6.37%
Police	45101-5	Police Lieutenant II	\$127,130.64	\$133,220.59	\$6,089.95	4.79%

APPROVE 2024-2029 MEET AND CONFER AGREEMENT WITH THE ABILENE POLICE OFFICERS' ASSOCIATION





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with HSNH LLC for 866 Mesquite St. *(Tim Littlejohn)***

GENERAL INFORMATION

Economic Development Agreement for a new single family home located at 866 Mesquite St. This meets all the criteria as set forth in the adopted RebuildAbi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

up to \$30,450.00 plus any abatements if needed

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 866 Mesquite RESOLUTION NO
2. 866 Mesquite - Ch 380 agreement application

3. EXHIBIT A
4. City Council Presentation 866 Mesquite St

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND HSNH LLC REGARDING 866 MESQUITE St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 8th day of August, 2024, by and between HSNH LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

WHEREAS, the City of Abilene adopted Resolution 142-2024 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 866 Mesquite St. in Abilene, Taylor County, Texas (the “Project Areas”); and

WHEREAS, the City desires to enter into these Agreements with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

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

WHEREAS, the City hereby finds that these Agreements embody an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreements upon the terms and conditions as set forth in the attached agreements hereto.

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

ADOPTED on the 8th day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
HSNH, LLC**

This Economic Development Agreement (“Agreement”) is effective as of the 8th day of August, 2024 (“Effective Date”), by and between HSNH, LLC, (“Developer”), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 866 Mesquite, in Abilene, Taylor County, Texas (the “Project Area”); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

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

WHEREAS, the City hereby finds that this Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means HSNH, LLC, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.
 - b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount

of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00.

- c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed, the construction of the improvements set forth in **Exhibit A – "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A – "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of 2 (two) years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement (“**Defaulting Party**”), the other party (“**Complaining Party**”) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (“**Cure Period**”), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney’s fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY,**

INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED:

DEVELOPER

HSNH, LLC

1150 N 2nd St, Abilene, TX 79601

325-513-3165

info@piersonprop.com

DocuSigned by:
By: Hayden Stovall
2747B3643C40451...

Name: Hayden Stovall

Its: Manager

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney



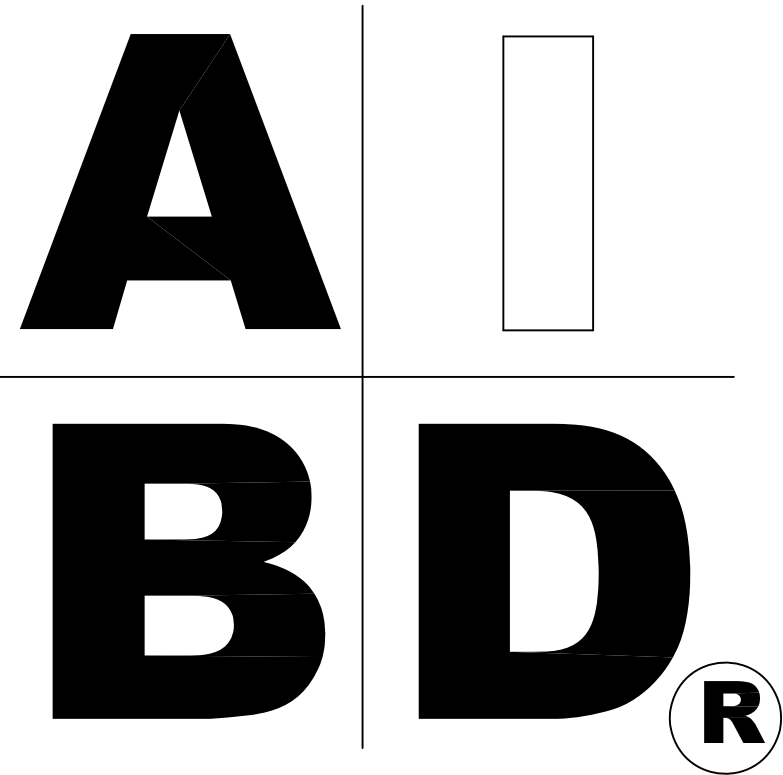
House Plan Zone, LLC.

www.HPZplans.com

Phone: 601.336.3254

Email: sales@hpzplans.com

Fax: 1-800-574-1387



STANDARD ABBREVIATIONS

@	AT	LT.	LIGHT
#	FOUND(S)	LIN.	LINEN
APPROX.	APPROXIMATELY	MANUF.	MANUFACTURER
BASE	BASEMENT	MAS	MASONRY
B/T	BETWEEN	MAX	MAXIMUM
BLK.	BLOCK	MTL.	METAL
BLK'G	BLOCKING	MIN.	MINIMUM
BD	BOARD	N.I.C.	NOT IN CONTRACT
BRD.	BOARD	O.C.	ON CENTER
BOT.	BOTTOM	O/C	ON CENTER
BLDG.	BUILDING	OPT.	OPTIONAL
CAB.	CABINET	O.S.B.	ORIENTED STRAND BOARD
CLG.	CEILING	OTS	OWNER TO SELECT
CLR.	CLEAR	O.T.S	OWNER TO SELECT
CLOS.	CLOSET	FG.	PAGE
COL.	COLUMN	FAN.	PANTRY
COLS.	COLUMNS	FL.	PLATE
CONC.	CONCRETE	F	PLATE
CMU	CONCRETE MASONRY UNIT	PLYND	PLYWOOD
C.U.	CONDENSOR UNIT	PLYND	PLYWOOD
CONN.	CONNECTION	POLY.	POLYETHYLENE
CONT.	CONTINUOUS	PSI	POUNDS PER SQUARE INCH
COVER'G	COVERING	PRE-FAB	PREFABRICATED
CS	CRAWL SPACE	RE.	REFERENCE
DECO.	DECORATIVE	REF.	REFRIGERATOR
DET	DETAIL	REINF.	REINFORCED
DIA.	DIAMETER	R	RESISTANCE
DVN	DISHWASHER	R.A.	RETURN AIR
DBL	DOUBLE	R.A.G.	RETURN AIR GRILLE
DF	DOUGLAS FIR	REQ'D	REQUIRED
D	DRYER	SCR.	SCREEN
EA.	EACH	SHLV.	SHELVES
ELEV.	ELEVATION	SHR.	SHOWER
ENG.	ENGINEER	SHWR.	SHOWER
FT.	FEET	SST.	SIMPSON STRONG TIE
F.F.L.	FINISHED FLOOR LINE	SP	SOUTHERN PINE
FIN.	FINISH	SPECS.	SPECIFICATIONS
F.C.	FIRE CODE	SQ.	SQUARE
FLR.	FLOOR	S.F.	SQUARE FOOTAGE
FTG.	FOOTING	STL.	STEEL
FOUND.	FOUNDATION	THK.	THICK
FND.	FOUNDATION	THK.	THICKNESS
FR.	FREEZER	TBD.	TO BE DETERMINED
GA.	GAUGE	TR.	TRANSOM
GALV.	GALVANIZED	TYP.	TYPICAL
GYP.	GYPSUM	U.T.C.	UNDER THE COUNTER
HDR.	HEADER	UTIL.	UTILITY
HVAC	HEATING, VENTILATION & AIR CONDITIONING	VAN.	VANITY
HT.	HEIGHT	VERT.	VERTICAL
HTS.	HEIGHTS	WH	WATER HEATER
HORIZ.	HORIZONTAL	W	WASHER
IN.	INCHES	WT.	WEIGHT
INCL.	INCLUDE	WIN.	WINDOW
INSUL.	INSULATION	WM.	WIRE MESH
JT.	JOINT	W	WIRE
JST.	JOIST	WD.	WOOD
JSTS.	JOISTS	WFCM	WOOD FRAME CONSTRUCTION MANUAL

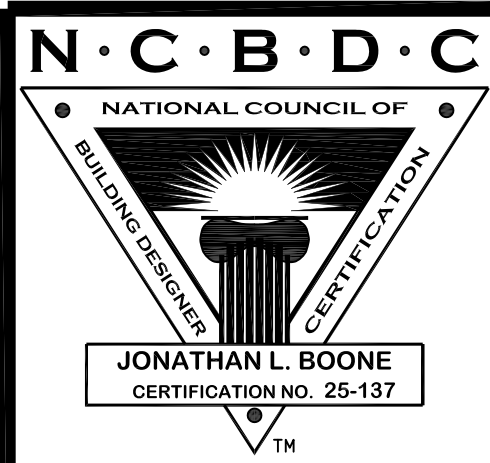


SHEET INDEX:

- 1 COVER SHEET
- 2 FOUNDATION PLAN
- 3 FLOOR PLAN & ELECTRICAL PLAN
- 4 EXTERIOR VIEWS
- 5 ROOF PLAN
- 6 CROSS SECTION & CABINETS

BB-1292

CODE DISCLAIMER:
1. THESE PLANS WERE DESIGNED TO MEET IRC 2018 AT THE TIME OF THEIR CREATION AND MORE SPECIFICALLY THE MINIMAL LOCAL CODES OF THE SOUTH MISSISSIPPI AREA. IT IS HIGHLY RECOMMENDED THAT THESE PLANS BE REVIEWED BY A LOCAL STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.
2. BEAMS AND FLOOR JOISTS ARE NOT SIZED DUE TO THE MANY GEOGRAPHIC LOCATIONS THESE PLANS ARE SOLD. THESE ITEMS SHALL BE SIZED BY A LOCAL ENGINEER OR MANUFACTURER.
3. ALL CEILING & FLOOR JOISTS (IF CONVENTIONAL FRAMING) SHOULD BE SIZED USING THE LATEST VERSION OF THE IRC OR APPLICABLE CODES AT SITE TO MEET THE LOCAL REQUIREMENTS SUCH AS SNOW LOADS AND OTHER FACTORS. THE CEILING JOISTS SIZES LABELED (IF PRESENT) WERE SIZED USING THE 2018 IRC AT THE TIME OF THEIR CREATION. THEY MUST BE VERIFIED AND MODIFIED AS REQUIRED TO MEET THE LATEST EDITION OF THE (IRC) INTERNATIONAL RESIDENTIAL CODE.
4. ALL FOUNDATIONS AND FOOTING DETAILS SHALL BE REVIEWED AND APPROVED BY A LOCAL ENGINEER.
5. CONTRACTOR SHALL PROVIDE ALL HIGH WIND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.



Date: 10/07/19

Drawn By: R.B.W.

Plan Number:

SHEET NUMBER

1

NOTE: WATER HEATER & HYAC UNIT TO BE LOCATED IN ATTIC SPACE.

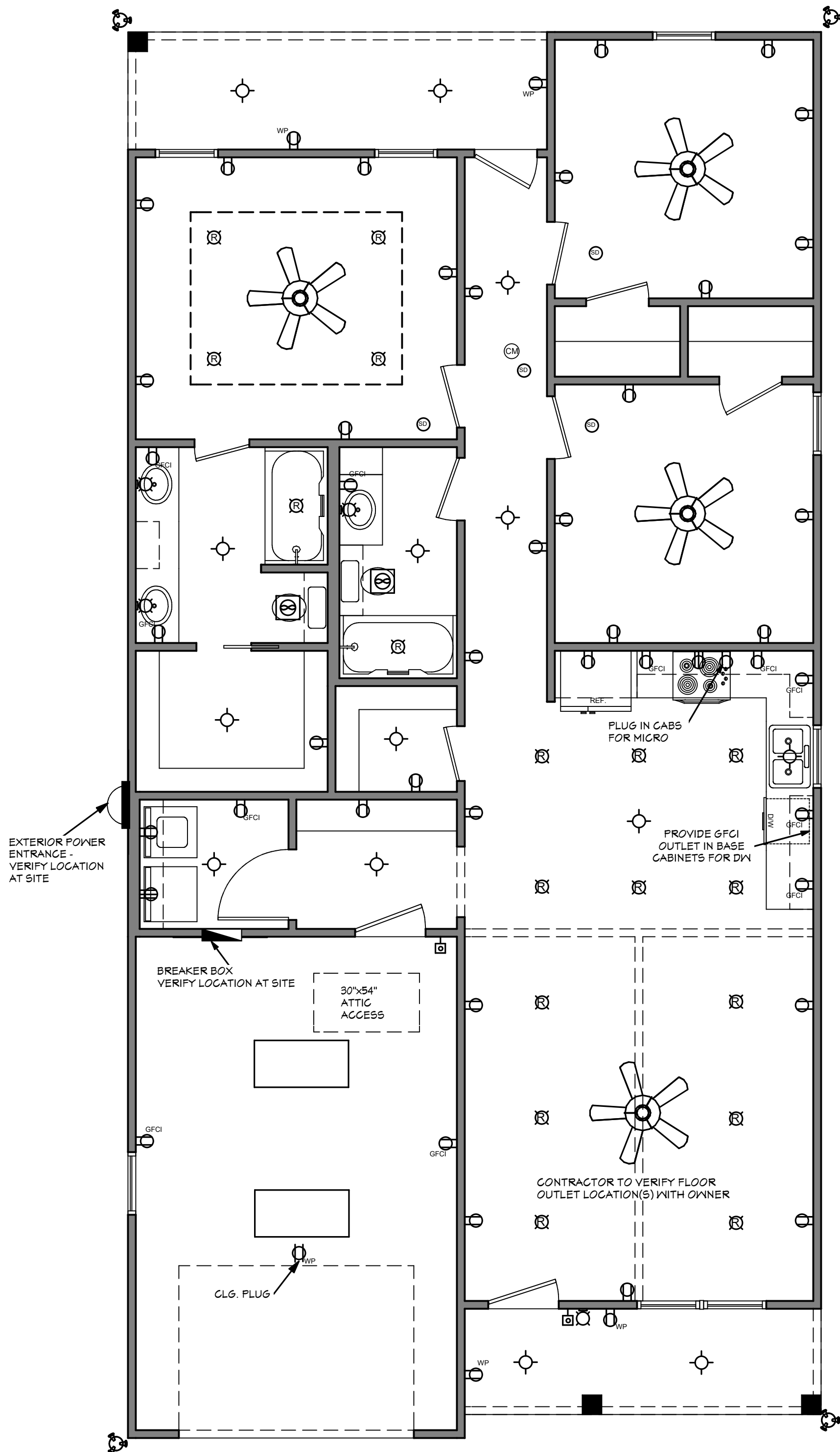
FLOOR PLAN

SCALE: 1/4"===== 1'-0"

AREAS:	1292	S.F. HEATED
	68	S.F. UNHEATED - FRONT PORCH
	300	S.F. UNHEATED - GARAGE
	89	S.F. UNHEATED - REAR PORCH
	457	S.F. TOTAL UNHEATED
	1749	S.F. TOTAL UNDER ROOF

NOTES:

1. ALL DIMENSIONS & SITE CONDITIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL FINISHES (INTERIOR & EXTERIOR) TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
3. ALL OPENINGS IN EXISTING WALLS AND CEILINGS WITH OWNER PRIOR TO CONSTRUCTION. MANUFACTURER TO SUPPLY ALL ROUGH OPENING SIZES.
4. CONTRACTOR TO VERIFY ALL CLEARANCES OF ALL DOORS, WINDOWS AND OTHER ITEMS THAT ARE CRITICAL, PRIOR TO CONSTRUCTION.
5. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL LOCAL CODES AND ORDINANCES AT SITE.
6. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
7. PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT MEASURED IN ACCORDANCE WITH A TOTAL RISE OF MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 34 INCHES IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS. INSECT SCREENING SHALL NOT BE CONSIDERED AS A GUARD. IRC 2018, R312.1.1 & R312.1.2
8. M1305.1.2 APPLIANCES IN ATTICS. ATTICS CONTAINING APPLIANCES SHALL BE UNOBSTRUCTED IN ACCORDANCE WITH A CLEAR AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE, BUT NOT LESS THAN 30 INCHES HIGH AND 22 INCHES WIDE AND NOT MORE THAN 20 FEET LONG MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY FROM THE OPENING TO THE APPLIANCE. THE PASSAGEWAY SHALL HAVE CONTINUOUS UNOBSTRUCTED ACCESS IN ACCORDANCE WITH CHAPTER 5 NOT LESS THAN 24 INCHES DEEP AND A LEVEL SERVICE SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PRESENT ALONG ALL SIDES OF THE APPLIANCE WHERE ACCESS IS REQUIRED. THE CLEAR ACCESS OPENING DIMENSIONS SHALL BE A MINIMUM OF 20 INCHES BY 30 INCHES, AND LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE.
9. EXCEPTIONS:
 - a. THE PASSAGEWAY AND LEVEL SERVICE SPACE ARE NOT REQUIRED WHERE THE APPLIANCE CAN BE SERVICED AND REMOVED THROUGH THE REQUIRED OPENING.
 - b. WHERE THE PASSAGEWAY IS UNOBSTRUCTED AND ITS LENGTH IS NOT MORE THAN 6 FEET HIGH AND 22 INCHES WIDE FOR NOT LESS THAN 20 FEET LONG, THE PASSAGEWAY SHALL BE NOT MORE THAN 50 FEET LONG.
9. APPLIANCE ACCESS FOR INSPECTION SERVICE, REPAIR AND REPLACEMENT. APPLIANCES SHALL BE ACCESSIBLE FOR INSPECTION, SERVICE, REPAIR AND REPLACEMENT WITHOUT REMOVING PERMANENT CONSTRUCTION. OTHER APPLIANCES, OR ANY OTHER PIPING OR DUCTS NOT CONNECTED TO THE APPLIANCE, SHALL BE ACCESSIBLE, SERVICED, REPAIRED OR REPLACED. A LEVEL WORKING SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PROVIDED IN FRONT OF THE CONTROL SIDE TO SERVICE AN APPLIANCE. M1305.1.1
10. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE NEED OF TOOLS. ALL EMERGENCY ESCAPE AND RESCUE WINDOW OPENING CONTROL DEVICES COMPLYING WITH ASTM F 2040 SHALL BE PERMITTED FOR USE ON WINDOWS SERVING AS A REQUIRED EMERGENCY ESCAPE AND RESCUE OPENING. ALL SLEEPING ROOMS TO HAVE AN EXTERIOR ACCESS THROUGH A DOOR OR OPENING WITH A MINIMUM OF 5.7 SQUARE FEET NET CLEAR OPENING. FEET 2018 R310.2.1. EXCEPTION: UNDER FLOOR OR OVER FLOOR OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET. MAXIMUM SILL HEIGHT TO BE 44 INCHES. MINIMUM NET CLEAR OPENING WIDTH TO BE 24 INCHES. MINIMUM NET CLEAR OPENING WIDTH TO BE 20 INCHES.
11. ALL RETURN AIR GRILLS ARE TO BE LOCATED TO COMPLY WITH SECTION M1605.1 OF THE IRC 2018
12. ALL SQUARE FOOTAGE MEASUREMENTS ARE TO BE APPROXIMATE AND MAY DIFFER FROM ACTUAL CONSTRUCTED RESIDENCE OR BUILDING.
13. FIRE SPRINKLER SYSTEM TO BE DESIGNED AND INSTALLED (IF REQUIRED BY LOCAL CODES) AS PER THE IRC 2018 AND BY A LICENSED PROFESSIONAL IN THE AREA OF CONSTRUCTION.
14. ALL BATHROOM EXHAUST VENTS SHALL BE VENTED DIRECTLY TO THE EXTERIOR OF THE HOME AND NOT INTO THE ATTIC. IRC 2018, M1505.2

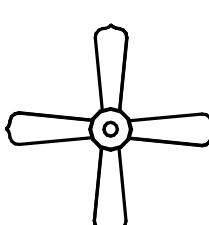
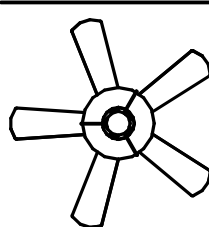
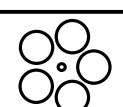
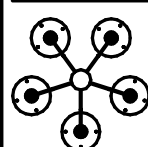


ELECTRICAL PLAN

SCALE: 1/4"===== 1'-0"

NOTE: SWITCHES AND ARCS NOT SHOWN. OWNER TO LOCATE THESE ITEMS DURING ELECTRICAL WALK-THROUGH WITH ELECTRICAL CONTRACTOR.

ELECTRICAL SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
	110 VOLT OUTLET
	GROUND FAULT PROTECTED OUTLET
	WEATHERPROOF OUTLET
	220 VOLT RECEPTACLE
	FLOOR OUTLET (OWNER TO LOCATE)
	CEILING HUNG FIXTURE
	OVERHANG MOUNTED FLOODLIGHTS
	WALL MOUNTED FLOODLIGHTS
	RECESSED CEILING FIXTURE
	FLUORESCENT LIGHT
	CARBON MONOXIDE DETECTOR
	SMOKE DETECTOR
	SWITCH
	THREE WAY SWITCH
	WALL MOUNTED LIGHT
	DIMMER SWITCH (OWNER TO LOCATE)
	DOOR ACTUATED SWITCH
	WEATHERPROOF OUTLET
	CATS NETWORKING JACK (OWNER TO LOCATE)
	TELEPHONE OUTLET (OWNER TO LOCATE)
	TELEVISION OUTLET (OWNER TO LOCATE)
	DOORBELL BUTTON (CONTRACTOR TO LOCATE)
	THERMOSTAT (CONTRACTOR TO LOCATE)
	CEILING EXHAUST FAN, VENT TO EXTERIOR
	TV SPEAKER
	RADIO SPEAKER

	CEILING FAN ONLY, NO LIGHT KIT
	CEILING FAN WITH LIGHT KIT
	TRACK LIGHTING (OWNER TO LOCATE)
	WALL SCONCE (OWNER TO LOCATE)
	CHANDELIER 1 (O.T.S.)
	CHANDELIER 2 (O.T.S.)
	UNDER COUNTER LIGHTING
	EMERGENCY LIGHTING/ EXIT SIGN

ELECTRICAL NOTES:
1. ALL WORK SHALL COMPLY WITH ALL CODES APPLICABLE AT SITE.
2. SMOKE ALARMS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS: EACH SLEEPING ROOM, OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS, ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENTS AND HABITABLE ATTICS. WHEN MORE THAN ONE SMOKE ALARM IS REQUIRED TO BE INSTALLED IN THE DWELLING, THE ALARMS AND BATTERIES SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE UNIT. SMOKE ALARMS SHALL BE HARD WIRED WITH A BATTERY BACKUP.
3. CARBON MONOXIDE DETECTORS SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS IN DWELLING UNITS WITHIN WHICH FUEL-FIRED APPLIANCES ARE INSTALLED AND IN DWELLING UNITS WITH ATTACHED GARAGES.
4. A 125 VOLT, 15 AMP, 1-PHASE RECEPTACLE SHALL BE INSTALLED AT AN ACCESSIBLE LOCATION FOR THE SERVICING OF HEATING, AIR CONDITIONING AND REFRIGERATION EQUIPMENT. THE RECEPTACLE SHALL BE LOCATED ON THE SAME LEVEL AND IN THE SAME ROOM AS THE EQUIPMENT. THE RECEPTACLE OUTLET SHALL NOT BE CONNECTED TO THE LOAD SIDE OF THE HVAC EQUIPMENT DISCONNECTING MEANS.



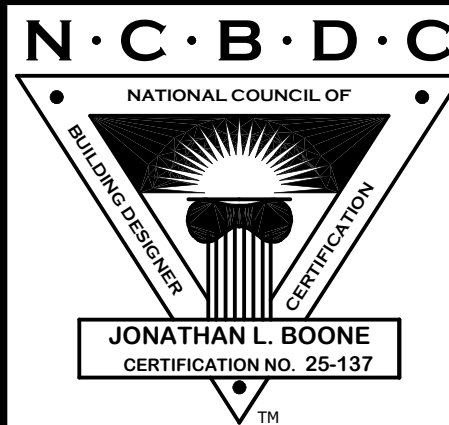
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HOUSE PLAN ZONE
Building Relationships

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www.HPZplans.com

Email:
sales@hpzplans.com

Phone:
601.336.3254

Fax:
1.800.574.1387



Pre-Drawn Plan ID:

BB-1292

House Plan Zone, LLC, has exercised great care and effort in the development of these plans and the completion of these construction documents. However, due to the great variance in building codes and the specific conditions, House Plan Zone, LLC, assumes no responsibility for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC, highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction, in addition to your local building officials prior to construction. Additional engineering may be required to comply with local and other special conditions required by local building codes. All dimensions to be verified on site prior to construction. If a foundation plan

Date: 10/07/19

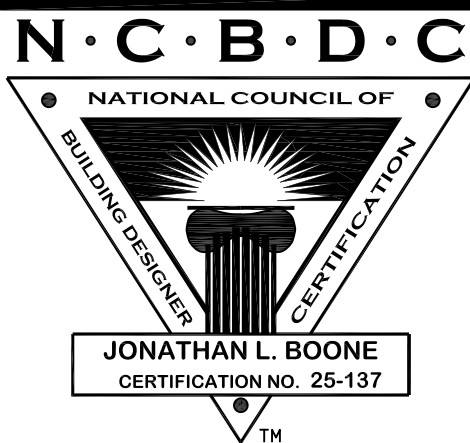
Drawn By:
R.B.W.

Project Name

SHEET NUMBER

3

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Pre-Drawn Plan ID:

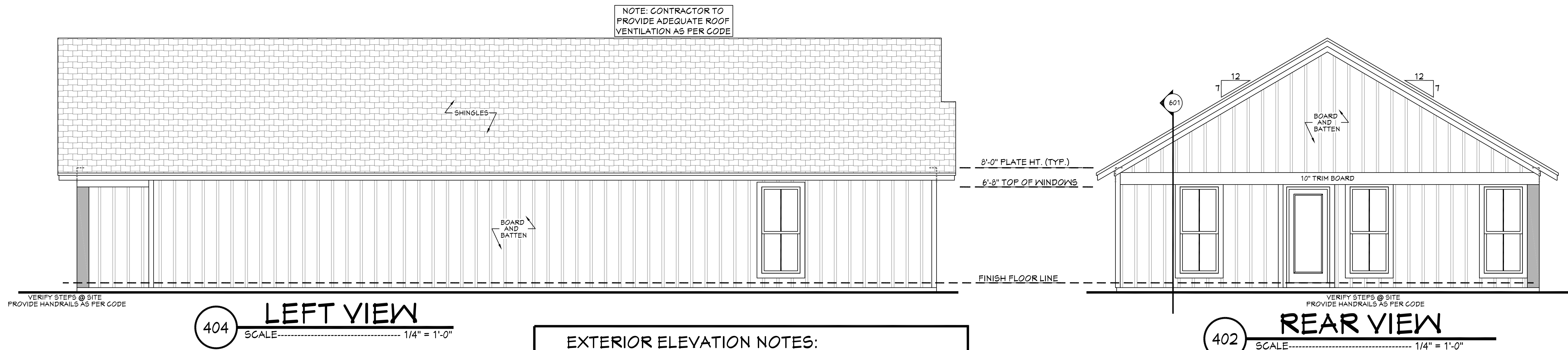
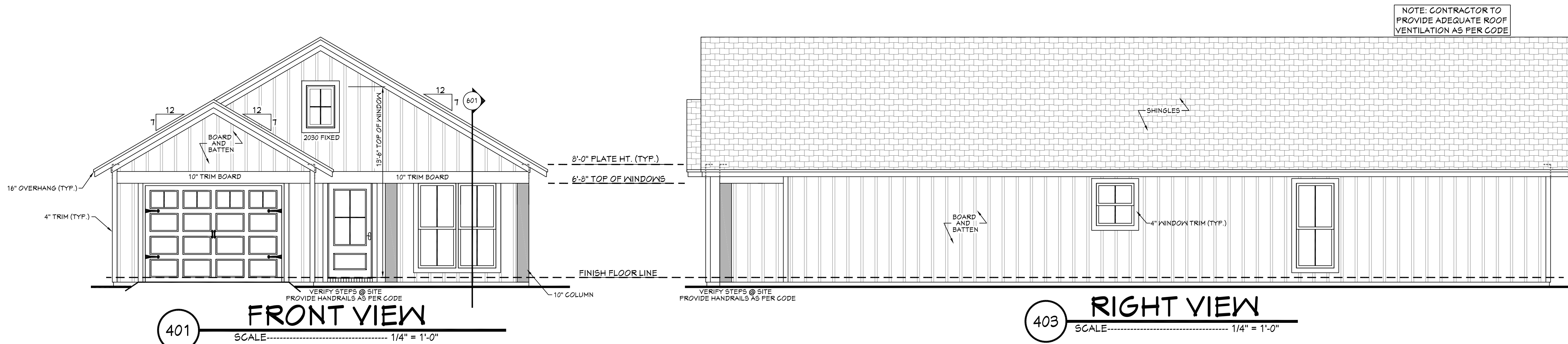
BB-1292

Date: 10/07/19

Drawn By: R.B.W.

SHEET NUMBER

4



EXTERIOR ELEVATION NOTES:

1. CONTRACTOR TO VERIFY ALL WINDOW AND DOOR STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION.
2. PROVIDE STEPS AND GUARD RAILS AS PER CODE BASED ON SITE CONDITIONS.
3. GROUND LINES SHOWN FOR REFERENCE ONLY AND VARY DEPENDING ON SITE CONDITIONS.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
5. REFER TO TYPICAL WALL DETAIL FOR FRAMING METHODS AND OTHER MISC. INFORMATION.
6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.

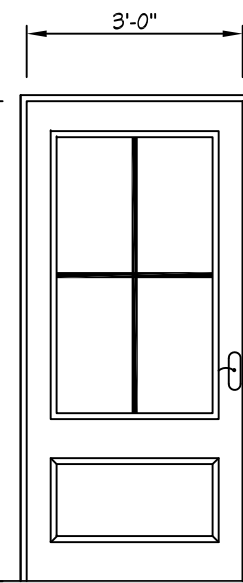
3068 (DOOR LABEL ON FLOOR PLAN) IS A DOOR THAT IS 3 FT 0 INCHES WIDE BY 6 FEET 9 INCHES TALL. TO FURTHER CLARIFY, THE 3068 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT)

THE DOOR LABEL IS THE ACTUAL SIZE OF THE DOOR ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE DOOR MANUFACTURER CHOSEN AT SITE.

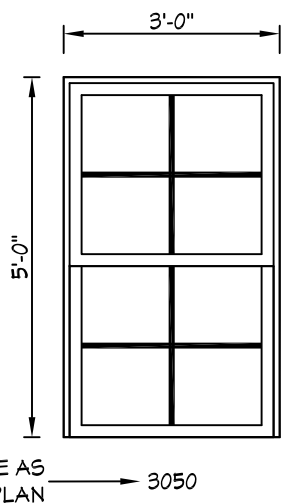
3050 (WINDOW LABEL ON FLOOR PLAN) IS A WINDOW THAT IS 3 FT 0 INCHES WIDE BY 5 FEET 0 INCHES TALL. TO FURTHER CLARIFY, THE 3050 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT)

THE WINDOW LABEL IS THE ACTUAL SIZE OF THE WINDOW ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE WINDOW MANUFACTURER CHOSEN AT SITE.

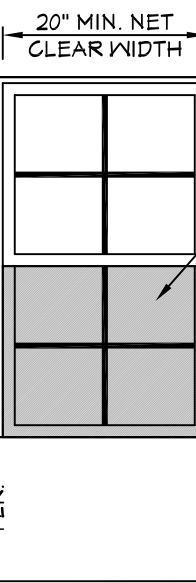
DOOR SIZE



WINDOW SIZE



EGRESS



R311.1 Means of egress. Dwellings shall be provided with a means of egress in accordance with this section. The means of egress shall provide a continuous and unobstructed path of vertical and horizontal egress travel from all portions of the dwelling to the required egress door without requiring travel through a garage. The required egress door shall open directly into a public way or to a yard or court that opens to a public way.

R310.2.1 Minimum opening area. Emergency and escape rescue openings shall have a net clear opening of not less than 5.7 square feet (0.530 m²). The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. The net clear height opening shall be not less than 24 inches (610 mm) and the net clear width shall be not less than 20 inches (508 mm). Exception: Grade floor or below grade openings shall have a net clear opening of not less than 5 square feet (0.465 m²).

R310.2.2 Window sill height. Where a window is provided as the emergency escape and rescue opening, it shall have a sill height of not more than 44 inches (1118 mm) above the floor; where the sill height is below grade, it shall be provided with a window well in accordance with Section R310.2.3.

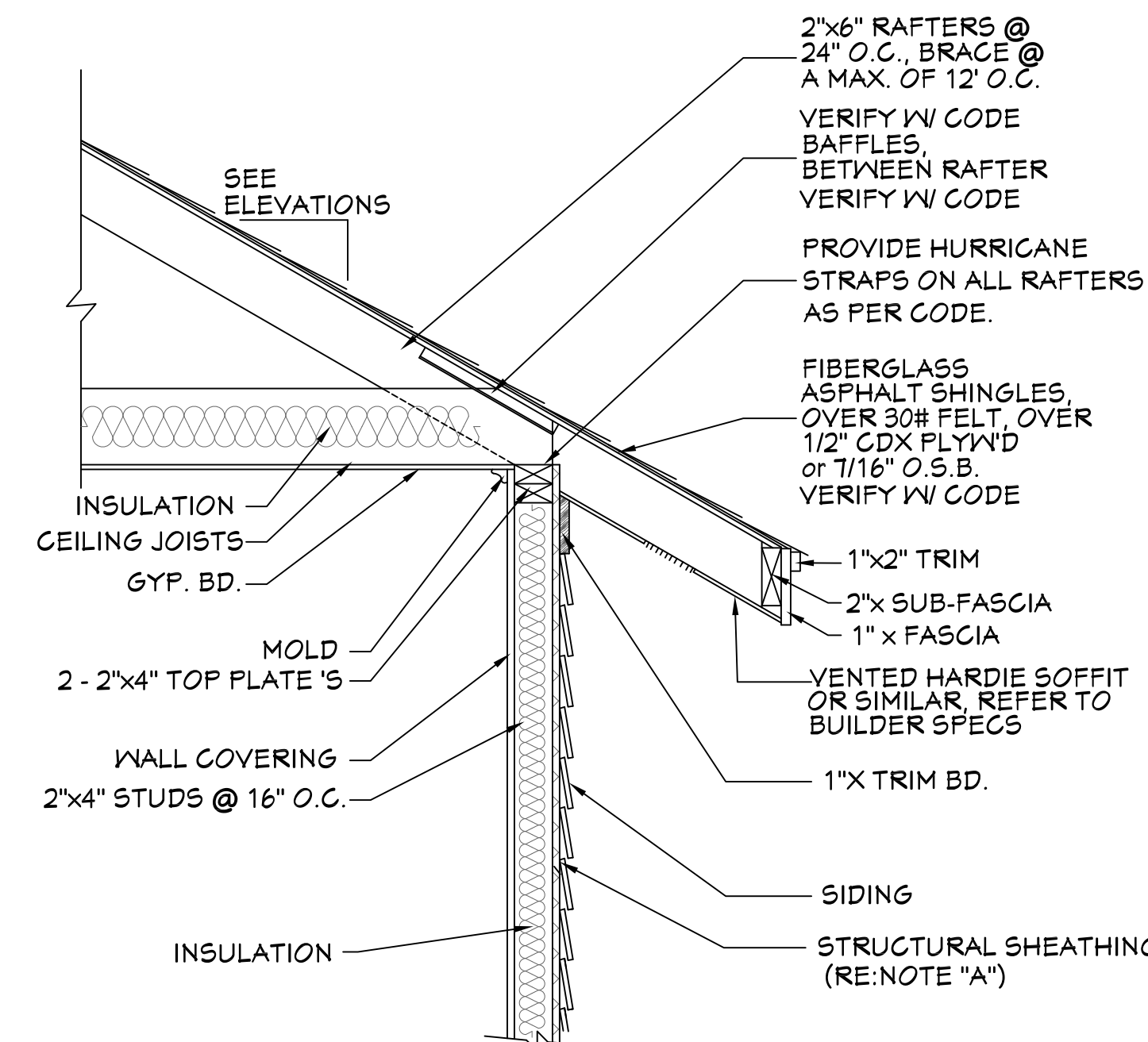
R310.2.3 Window wells. The horizontal area of the window well shall be not less than 4 square feet (0.4 m²), with a horizontal projection and width of not less than 36 inches (914 mm). The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Exception: The ladder or steps required by Section R310.2.3.1 shall be permitted to encroach not more than 6 inches (152 mm) into the required dimensions of the window well.

R310.2.3.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Sections R311.7 and R311.8. Ladders or rungs shall have an inside width of not less than 12 inches (305 mm), shall project not less than 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

R312.2 Window fall protection. Window fall protection shall be provided in accordance with Sections R312.2.1 and R312.2.2.

R312.2.1 Window sills. In dwelling units, where the top of the sill of an operable window opening is located less than 24 inches (610 mm) above the finished floor and greater than 12 inches (305 mm) above the finished grade or other surface below on the exterior of the building, the operable window shall comply with one of the following:

1. Operable windows with openings that will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening where the opening is in its largest opened position.
2. Operable windows that are provided with window fall prevention devices that comply with ASTM F 2090.
3. Operable windows that are provided with window opening control devices that comply with Section R312.2.2.
4. Operable windows that are provided with window opening control devices that comply with ASTM F 2090.
5. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the net clear opening area of the window unit to less than the area required by Section R310.2.1.

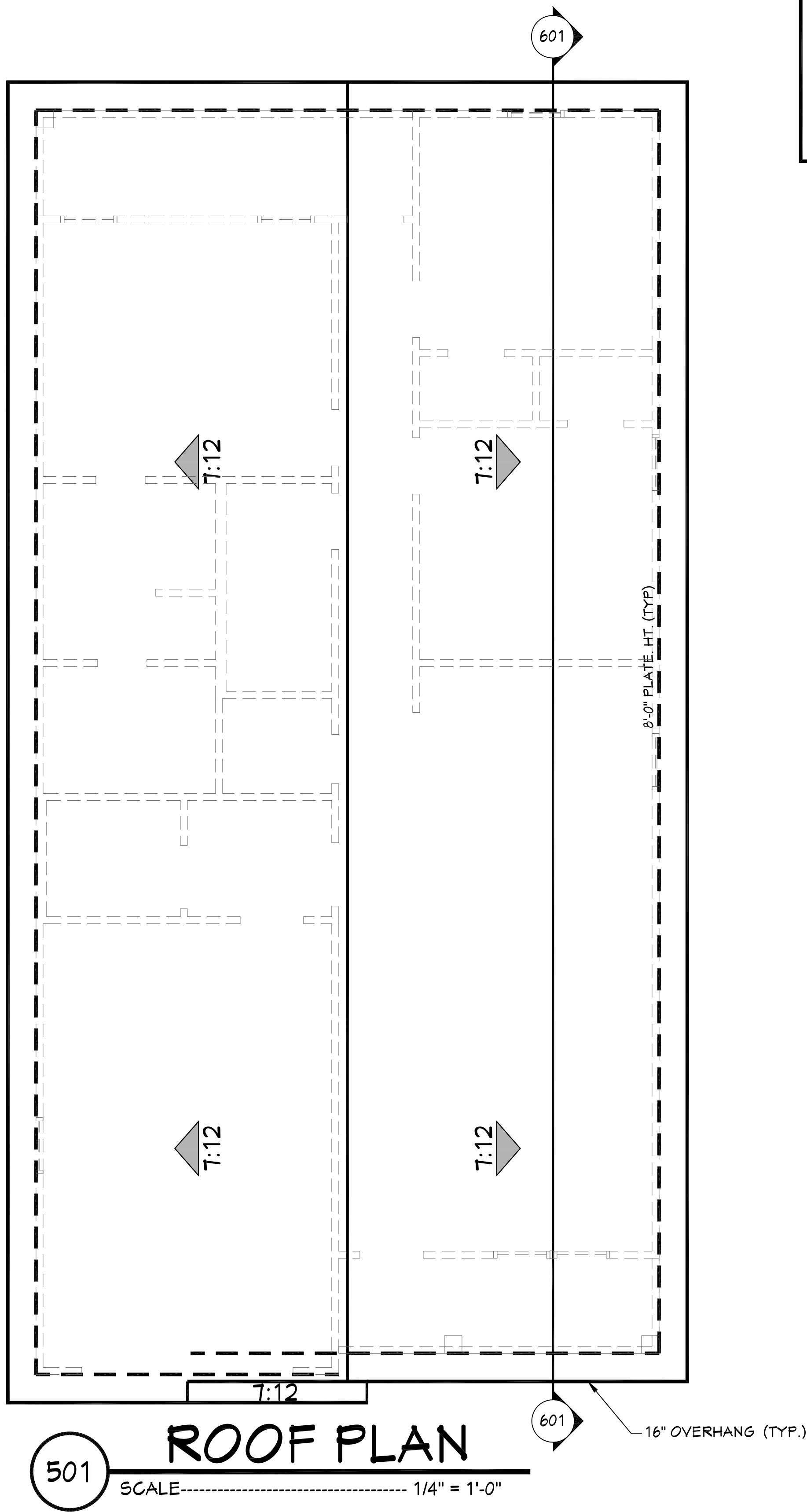


NOTE "A": PROVIDE A MINIMUM OF 7/16" STRUCTURAL WOOD PANEL ATTACHED W/ 8d COMMON OR 10d BOX NAILS AT 4" SPACING ON EDGE AND 12" IN FIELD.

NOTE "B": CORNICE DETAIL FOR REFERENCE ONLY. REFER TO BUILDER SPECS FOR ACTUAL MATERIALS.



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ROOF PLAN NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
2. ALL RIDGE BEAMS, HIP RAFTERS, & VALLEY RAFTERS TO BE 2" X 10", No.2 S.Y.P. OR AS REQ'D BY ENGINEER.
3. ALL RAFTERS TO BE SIZED AS PER SPAN CHART.
4. CONTRACTOR TO WATERPROOF ALL ROOF INTERSECTIONS AS PER CODE.
5. CONTRACTOR TO VERIFY ALL ROOF PITCHES WITH EXTERIOR ELEVATIONS PRIOR TO CONSTRUCTION.
6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.
7. ALL ROOF PENETRATIONS TO BE ON SIDES OR REAR OF RESIDENCE. ALL PVC VENTS SHALL BE PAINTED BLACK OR TO MATCH ROOFING.

RAFTER LENGTH CHART

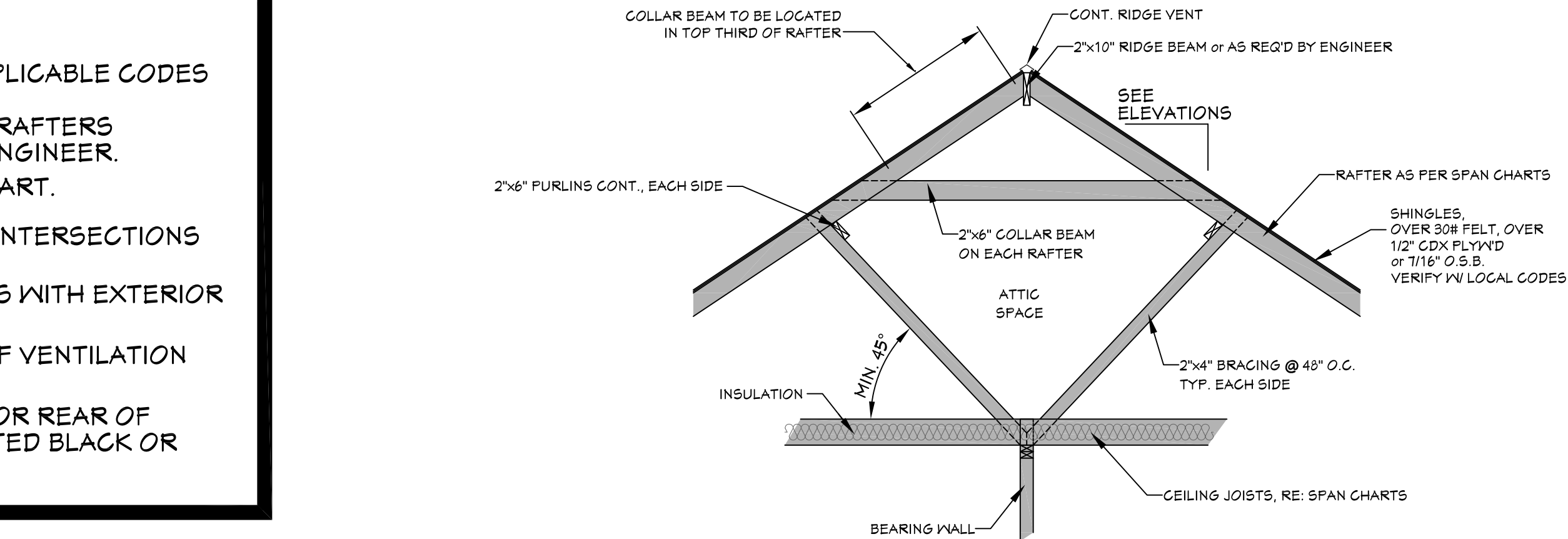
ROOF PITCH	FACTOR
3/12	1.05
4/12	1.07
5/12	1.10
6/12	1.14
7/12	1.17
8/12	1.20
9/12	1.25
10/12	1.30
11/12	1.35
12/12	1.40
14/12	1.54
16/12	1.70

MULTIPLY HORIZONTAL SPAN OF MEMBER BY FACTOR. CHOOSE APPROPRIATE FACTOR BY ROOF PITCH.

HIP/ VALLEY CONVERSION

IF COMMON RAFTER ROOF PITCH IS...			THEN HIP/ VALLEY RAFTER ROOF PITCH BECOMES...		
RISE/ RUN	SLOPE		RISE/ RUN	SLOPE	
1/12	5°		1/17	3°	
2/12	10°		2/17	7°	
3/12	14°		3/17	10°	
4/12	18°		4/17	13°	
5/12	23°		5/17	16°	
6/12	27°		6/17	19°	
7/12	30°		7/17	22°	
8/12	34°		8/17	25°	
9/12	37°		9/17	28°	
10/12	40°		10/17	30°	
11/12	42°		11/17	33°	
12/12	45°		12/17	35°	

CONVERSION CHART FOR SIMPLE ROOFS ONLY. CHART DOES NOT APPLY FOR DUAL PITCH ROOFS.



502

TYP. ROOF BRACING

SCALE----- N.T.S.

RAFTER SPANS

RAFTER SPANS FOR SOUTHERN PINE SPECIES
LIVE LOAD=30psf, L/A=180 DEAD LOAD = 10psf

SIZE	SPACING (INCHES)	SPANS (MAXIMUM RAFTER SPANS BETWEEN BRACING) (FT. - IN.)
2 x 6	12.0	12-11
	16.0	11-2
	19.2	10-2
	24.0	9-2
2 x 8	12.0	16-4
	16.0	14-2
	19.2	12-11
	24.0	11-7
2 x 10	12.0	19-5
	16.0	16-10
	19.2	15-4
	24.0	13-9
2 x 12	12.0	22-10
	16.0	19-10
	19.2	18-1
	24.0	16-2

NOTES:

The above tables are based on the IRC 2018 TABLE R802.4.1(3)

CEILING JOIST SPANS

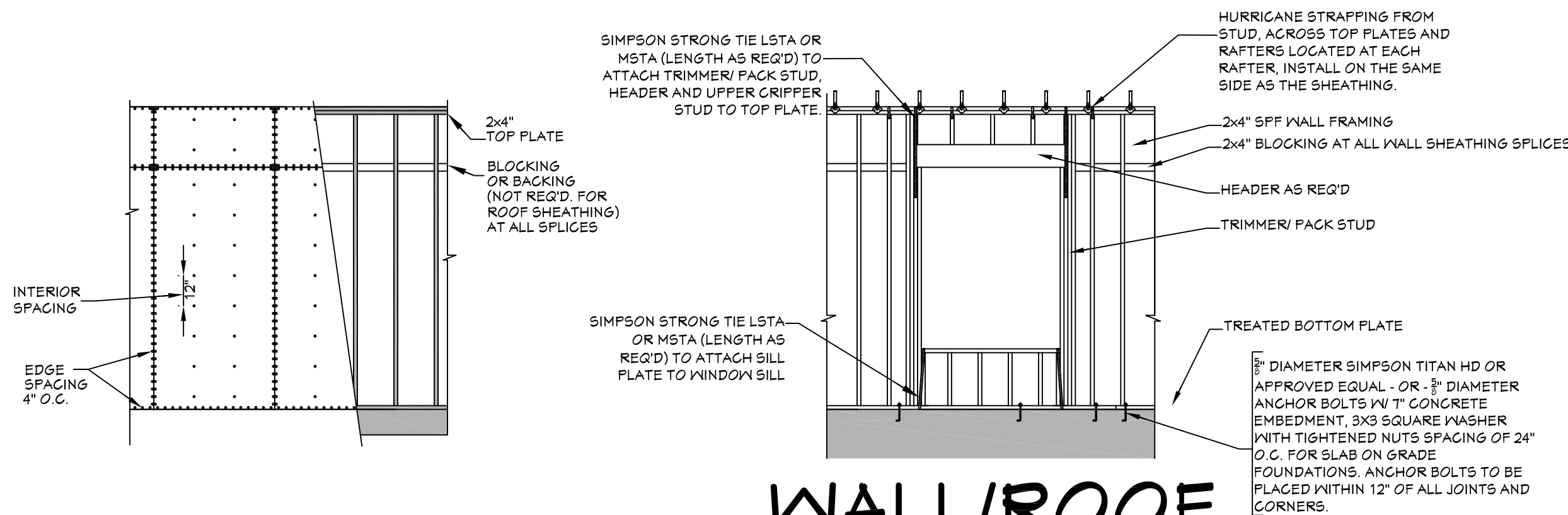
CEILING JOIST SPANS FOR SOUTHERN PINE SPECIES
(UNINHABITABLE ATTICS WITH LIMITED STORAGE, LIVE LOAD = 20psf, L/A=240) DEAD LOAD = 10psf)

IF HABITABLE ATTIC SPACE IS DESIRED, REFER TO THE INTERNATIONAL RESIDENTIAL CODE, SPAN TABLES.

SIZE	SPACING (INCHES)	VISUALLY GRADED #2 SOUTHERN PINE (MAXIMUM CEILING JOIST SPANS) (FT. - IN.)
2 x 4	12.0	9-3
	16.0	8-0
	19.2	7-4
	24.0	6-7
2 x 6	12.0	13-11
	16.0	12-0
	19.2	11-0
	24.0	9-10
2 x 8	12.0	17-7
	16.0	15-3
	19.2	13-11
	24.0	12-6
2 x 10	12.0	20-11
	16.0	18-1
	19.2	16-6
	24.0	14-9

NOTES:

The above tables are based on the IRC 2018 TABLE R802.5.1(2)



WALL/ROOF FASTENING DETAILS

503

SCALE----- 1/4" = 1'-0"

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Pre-Drawn Plan ID:

BB-1292

Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

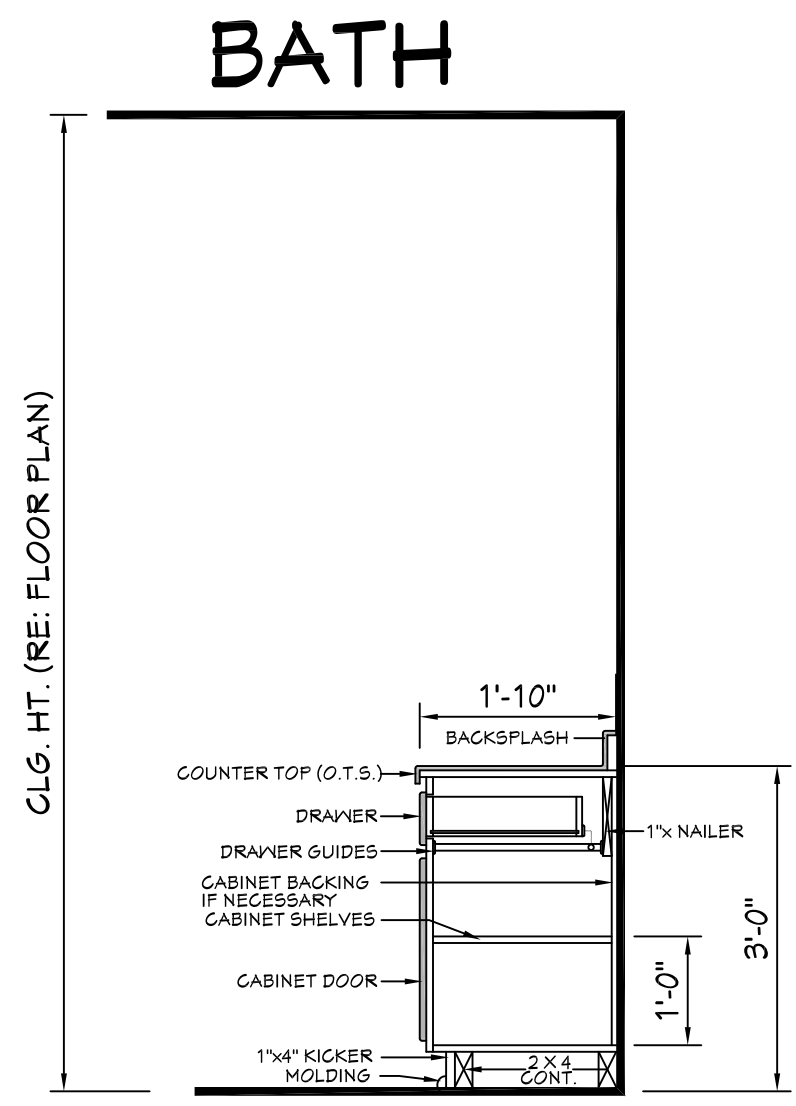
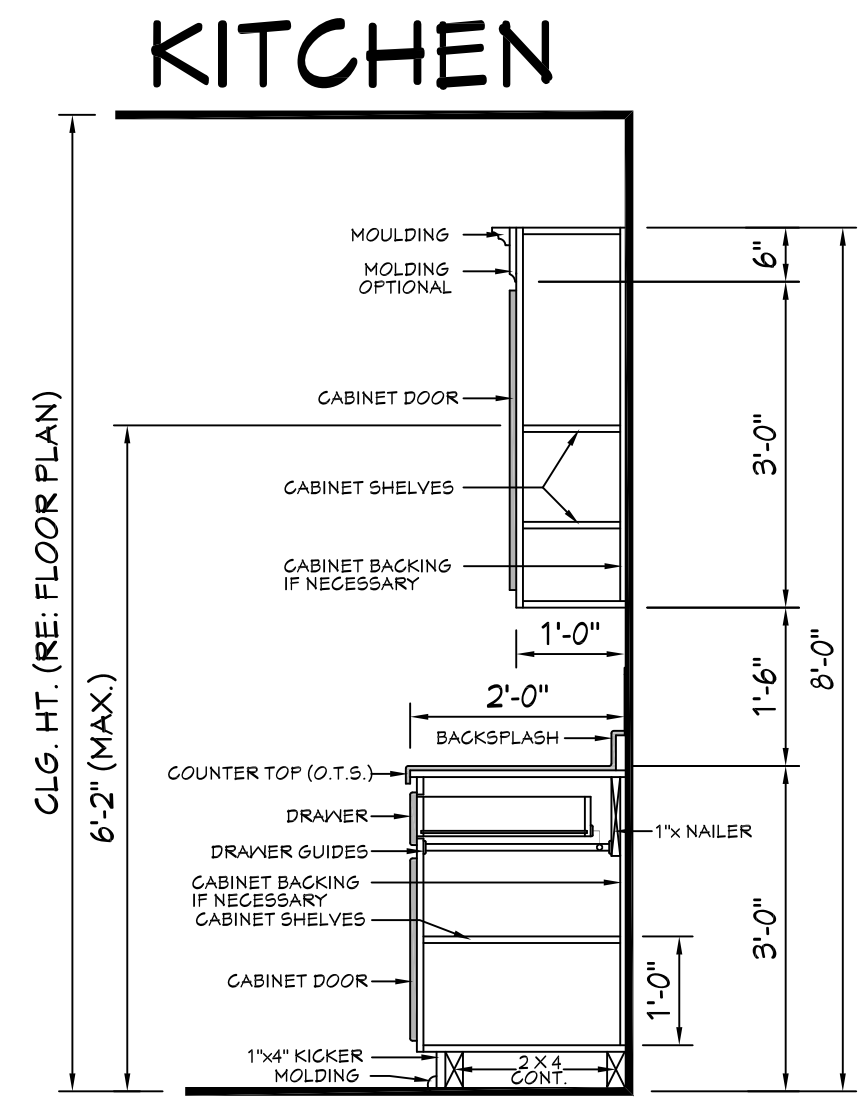
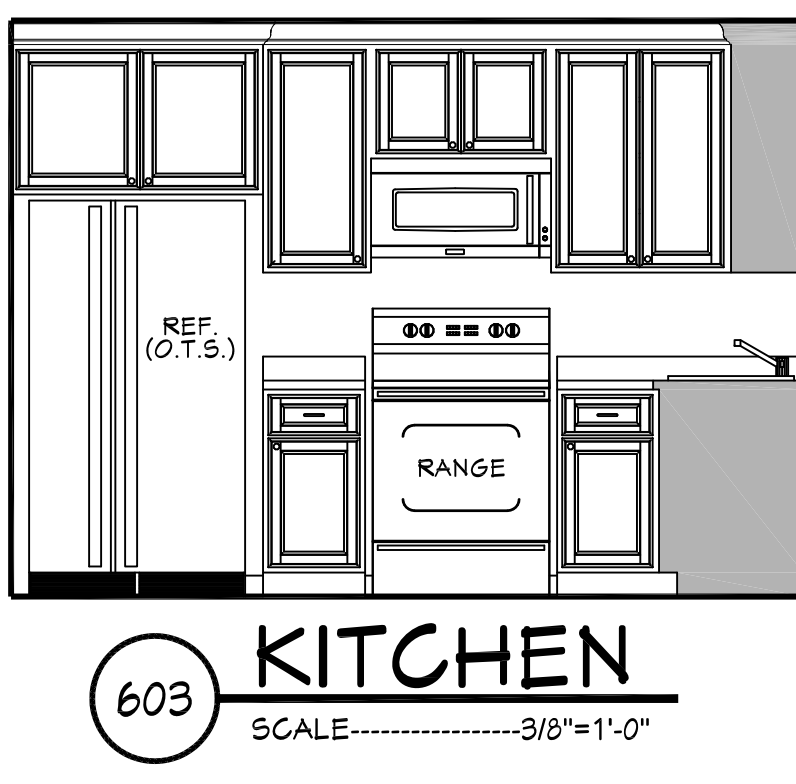
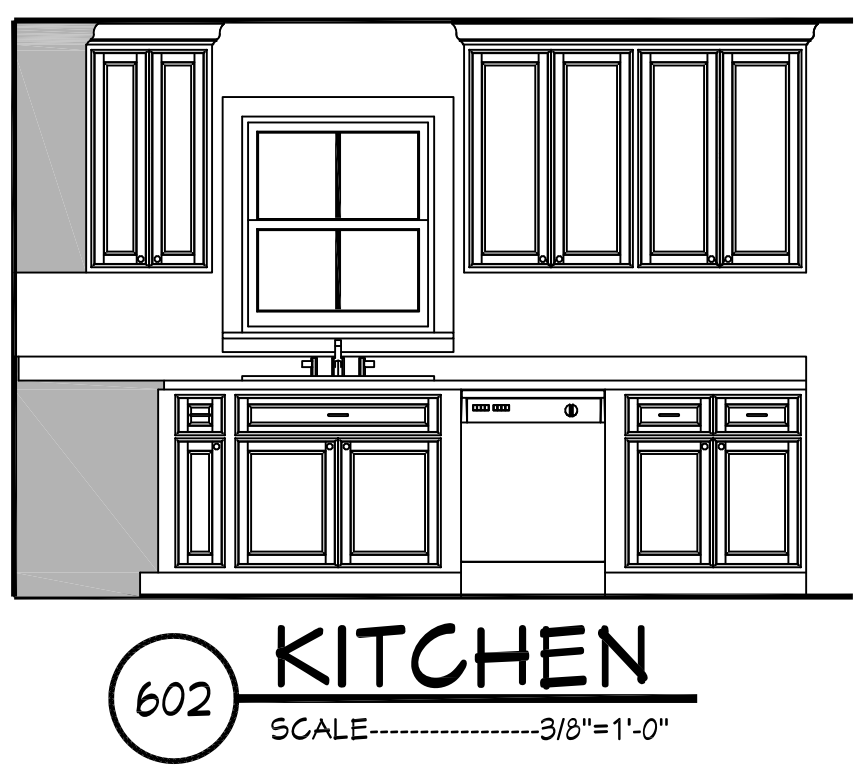
5

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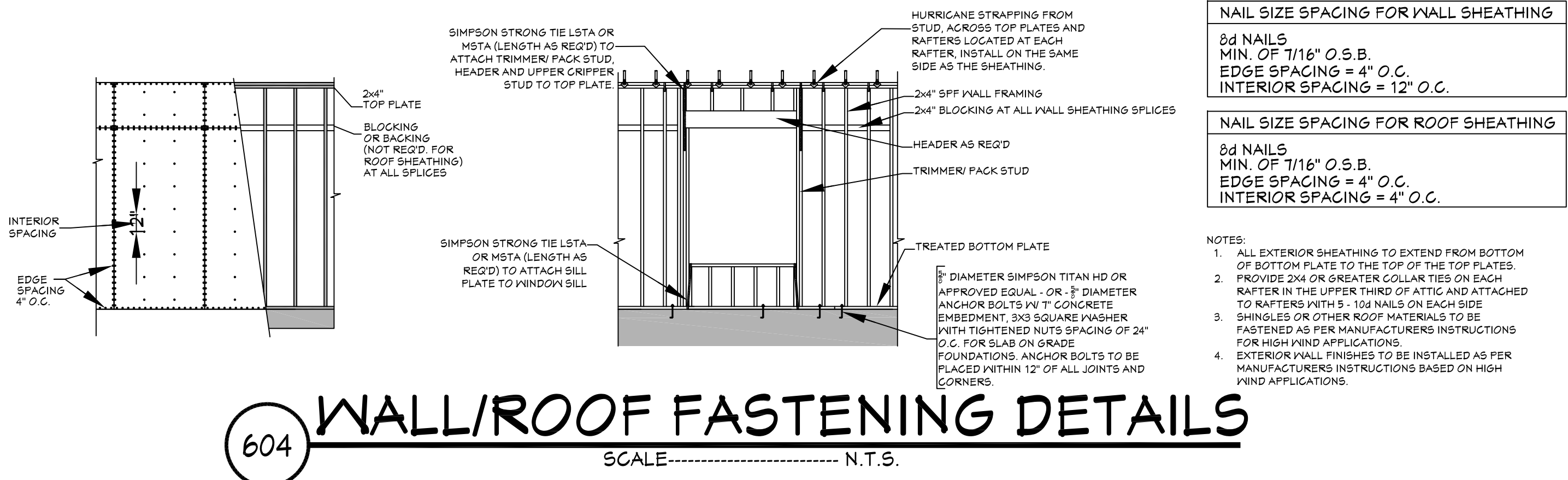
- CROSS SECTION NOTES:**
1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
 2. ALL RIDGE BEAMS, HIP RAFTERS, & VALLEY RAFTERS TO BE 2" x 10", OR AS REQ'D BY ENGINEER.
 3. CONTRACTOR TO PROVIDE RAFTER BRACING TO MEET APPLICABLE CODES.
 4. CONTRACTOR TO THOROUGHLY WATERPROOF ALL EXTERIOR INTERSECTIONS AS PER CODE AND TYPICAL BUILDING PRACTICES.
 5. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
 6. ALL LUMBER SIZES AND SPACING TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
 7. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D. BY CURRENT CODES.



601 **CROSS SECTION**
SCALE-----3/8"=1'-0"



605 **TYP. CAB. SECTIONS**
SCALE-----N.T.S.



604 **WALL/ROOF FASTENING DETAILS**
SCALE-----N.T.S.

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Fax:
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N · C · B · D · C

NATIONAL COUNCIL OF
BUILDING DESIGNERS

CERTIFICATION

JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:

BB-1292

Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

6

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City Council Meeting

Economic Development Agreement

866 Mesquite St





- NSNH LLC is proposing to build a newly constructed affordable home located at 866 Mesquite St
- Home is approximately 1292 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (First Reading) Z-2024-14: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-61). Specifically, To Amend The Boundaries Of The Planned Development To Add A ‘Tract 3’ With The Base Zoning Of Agricultural Open (AO) With A Permitted Use Of Carpentry Services. Located At 450 South 25th Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The owner, who remodels and resales homes, recently acquired the entirety of this property. The proposed use for Tract 3 is a carpentry workshop to allow the owners to store tools and complete carpentry work for off-site home remodeling. The workshop will not be open to the public. The owner intends to build a home on the property. The Land Development Code requires that a residence be present before an accessory building can be built. This request, if approved, would allow the workshop to be constructed prior to the construction of a home.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission will hear this request on August 6, 2024.

ATTACHMENTS:

1. Ordinance
2. staff report
3. survey
4. site plan
5. project overview
6. PDD-61
7. presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-61 AND ORDINANCE NO. 22-1996 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 of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 22-1996, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 8th day of August, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of July, 2024, 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 22nd day of August, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 22nd day of August, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

1st Amendment to Ordinance No. 22-1996

LEGAL DESCRIPTION AS FOLLOWS:

BEING 1.87 acres of land out of Block No. 15, Bowyer Subdivision of part of the N.E., S.E. and S.W. Quarters of Survey No. 50, Blind Asylum Lands, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 4, Slide 327, Plat Records of Taylor County, Texas, said 1.87 acres being part of 22.14-acre tract recorded and described in Instrument No. 2024-04089, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" rebar w/GEOTEX cap set on the SBL of said 22.14 acres on the NBL of South 25th Street, from whence a 3/8" rebar found at the southeast corner of said 22.14-acre tract on the WBL of 60 feet wide unnamed street (not open on the ground) bears S89°48'56"E 192.0 feet;

THENCE N89°48'56"W 207.16 feet along the NBL of South 25th Street and along the SBL of said 22.14-acre tract to a 3/8" rebar w/GEOTEX cap set for the southwest corner of this tract;

THENCE N2°47'50"W 372.07 feet to a 3/8" rebar w/GEOTEX cap set for the northwest corner of this tract;

THENCE S89°48'56"E 230.55 feet to a 3/8" rebar w/GEOTEX cap set for the northeast corner of this tract;

THENCE S0°48'24"W 371.59 feet to the place of beginning and containing 1.87 acres of land. Surveyed on the ground May 23, 2024.

Located at 450 South 25th Street, Abilene, Taylor County, Texas.

AMEND: PART 5: Legal Description to incorporate the 1.87 acres legally described herein into Planned Development District 61; and to designate the said 1.87 acres as Tract 3.

AMEND: PART 7: Specific Modifications. The attached site plan (Exhibit "B") indicates the PDD area involved which consists of three tracts.

Uses:

ADD: Tract 3: Uses permitted in Agricultural Open (AO) zoning and carpentry services.

REPLACE: Existing "Exhibit B" with the attached "Exhibit "B".

ZONING CASE: Z-2024-14 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: July 2, 2024
City Council 1st Reading: July 25, 2024
City Council 2nd Reading: August 8, 2024

Applicant

Owner: Sandra & Jeffery Minnick

Case Manager

Mason Teegardin – Planner

Request

Amend the terms and conditions of Planned Development District Number 61 (PDD-61). Specifically, to amend the boundaries of the Planned Development to add a 'Tract 3' with the base zoning of Agricultural Open (AO) with a permitted use of Carpentry Services.

Location

450 South 25th Street, a 1.87-acre portion of 22.14 acres of the Bowyer Subdivision, part of Block 15, Abilene, Taylor County, Texas.

Background

In 1996, Planned Development District Number 61 (PDD-61) was approved by Ordinance No. 22-1996 to allow Single Family Residences, Limited Commercial (currently Neighborhood Retail), as well as some specific uses for Tract 1. Tract 2 has the permitted uses of Agricultural Open (AO) space. The properties located at 274 and 290 South 25th Street are located in Tract 1. A portion of the property located at 450 South 25th Street is in Tract 2. The portion of the subject property not currently located in PDD-61 is zoned AO and does not have an address.

The owner, who remodels and resales homes, recently acquired the entirety of this property. The proposed use for Tract 3 is a carpentry workshop to allow the owners to store tools and complete carpentry work for off-site home remodeling. The workshop will not be open to the public. The owner intends to build a home on the property. The Land Development Code requires that a residence be present before an accessory building can be built. This request, if approved, would allow the workshop to be constructed prior to the construction of a home.

Existing Uses/Zoning

Properties to the north are zoned Agricultural Open (AO). Properties to the east are zoned Neighborhood Retail (NR), Single Family Residential (RS-6), and General Commercial (GC). Properties to the south are zoned Agricultural Open (AO) and Planned Development (PDD-63). PDD-63 has a base zoning of AO with a Machine Shop as a permitted use. Properties to the west are zoned Agricultural Open (AO).

Proposed Modification

The applicant proposes to amend PDD-61 adding Tract 3. Tract 3 would have AO for the base zoning and would allow Carpentry Services as a permitted use.

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, as amended.

The proposed changes are consistent with the Comprehensive Plan and Future Land Use Map and the intent of PDD-61, which was to allow most of the Planned Development to be used agriculturally with specific allowed uses that do not negatively impact the area.

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

The proposed amendment to PDD-61 is consistent with existing PDs in the area, as well as the uses surrounding the property.

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

The proposed workshop will not require a formal site plan review or a subdivision plat. The property does have access to all required utilities.

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

None known.

Staff Recommendation

Staff recommends **approval**.

Attachments

- Project Overview
- PowerPoint
- Original Ordinance
- Proposed Ordinance
- Survey of 'Tract 3'

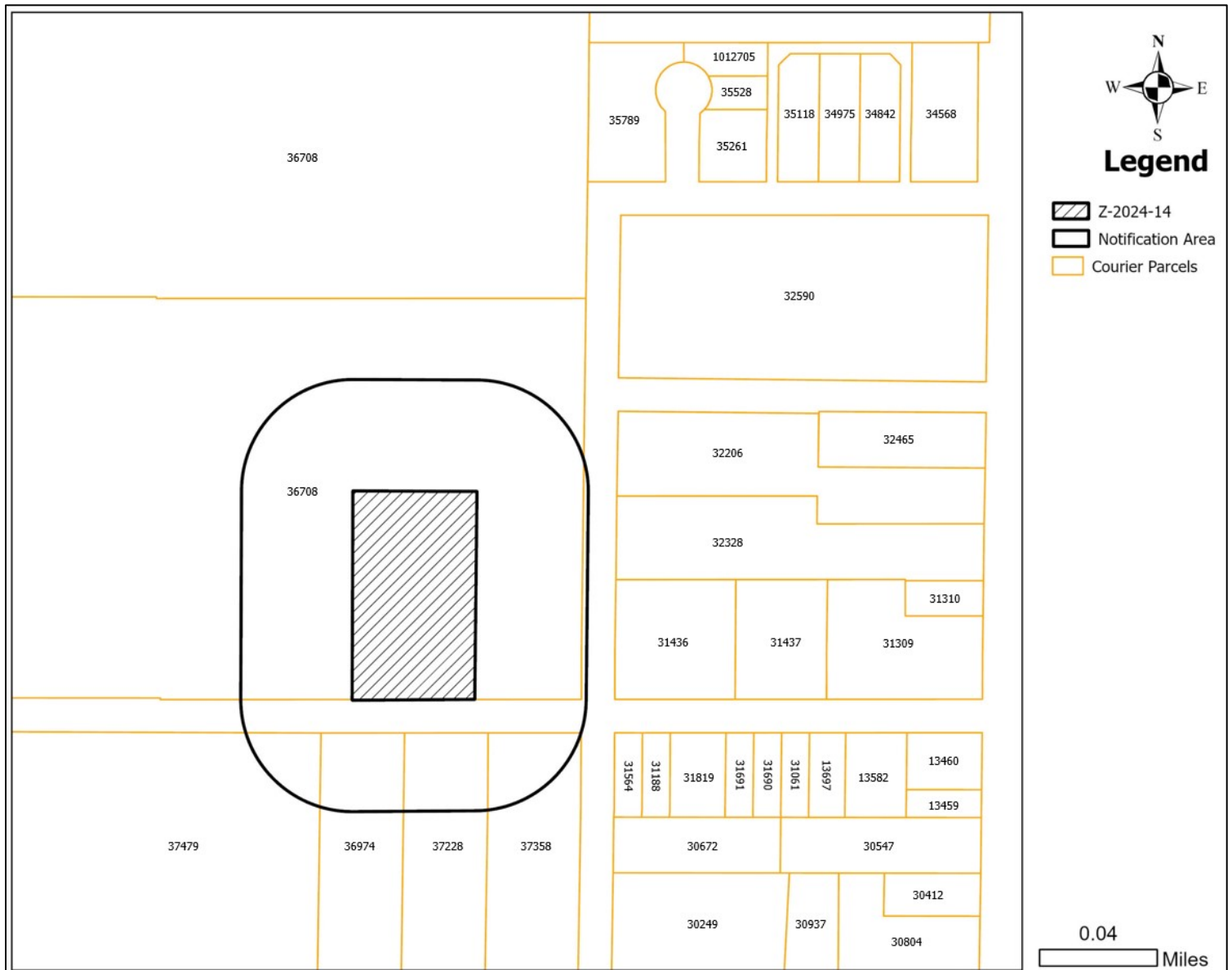
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 17, 2024 via standard mail, with a certificate of mailing, to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

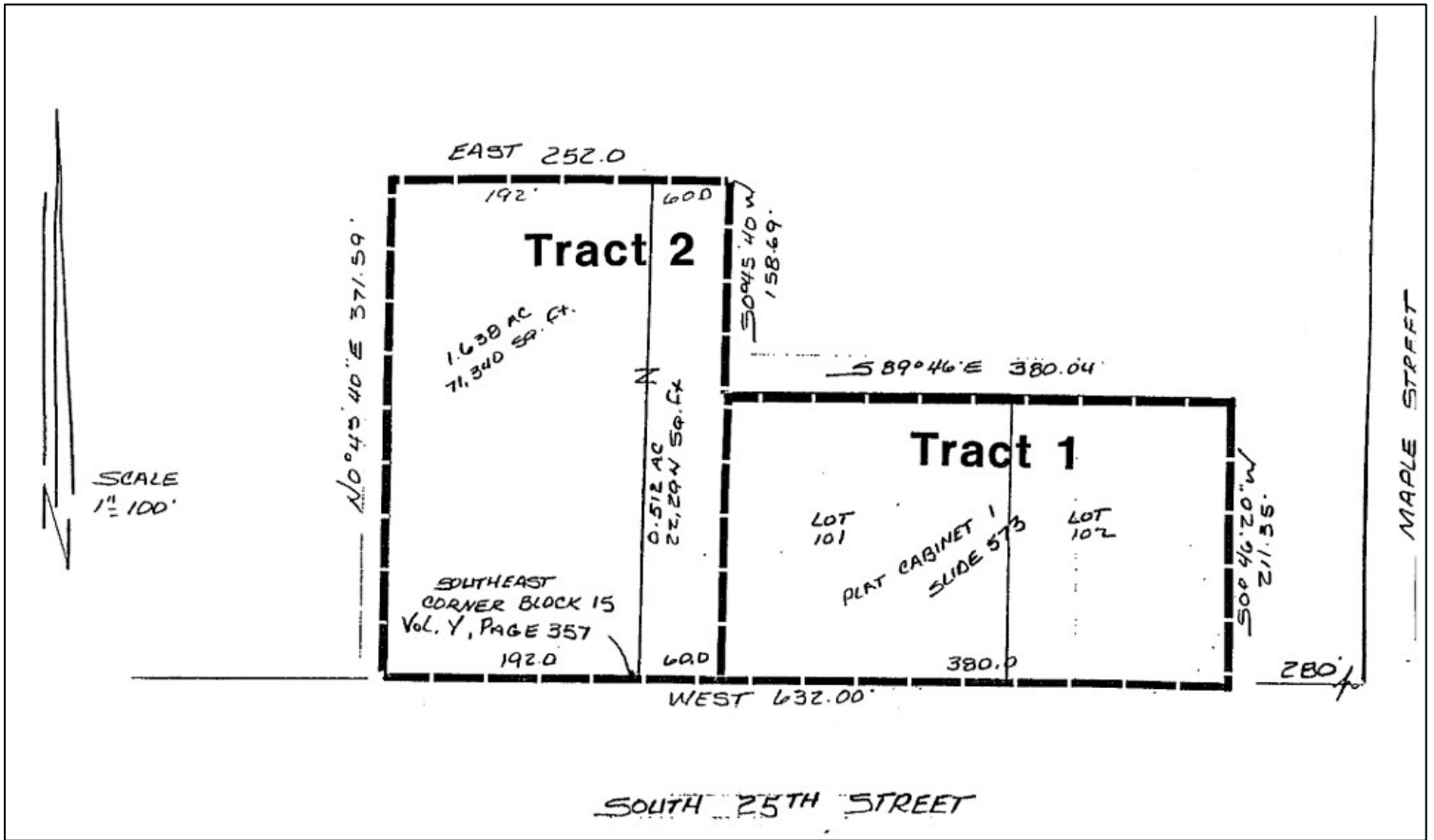
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CHILDERS LEONARD LIFE ESTATE	36974	441 S 25TH ST	
CITY OF ABILENE	37479		N/A
FANNING MARY JEAN	37358	401 S 25TH ST	
RHODES BELINDA ET AL	37228	425 S 25TH ST	
WILLIAMS GUY P	36708	450 S 25TH ST	

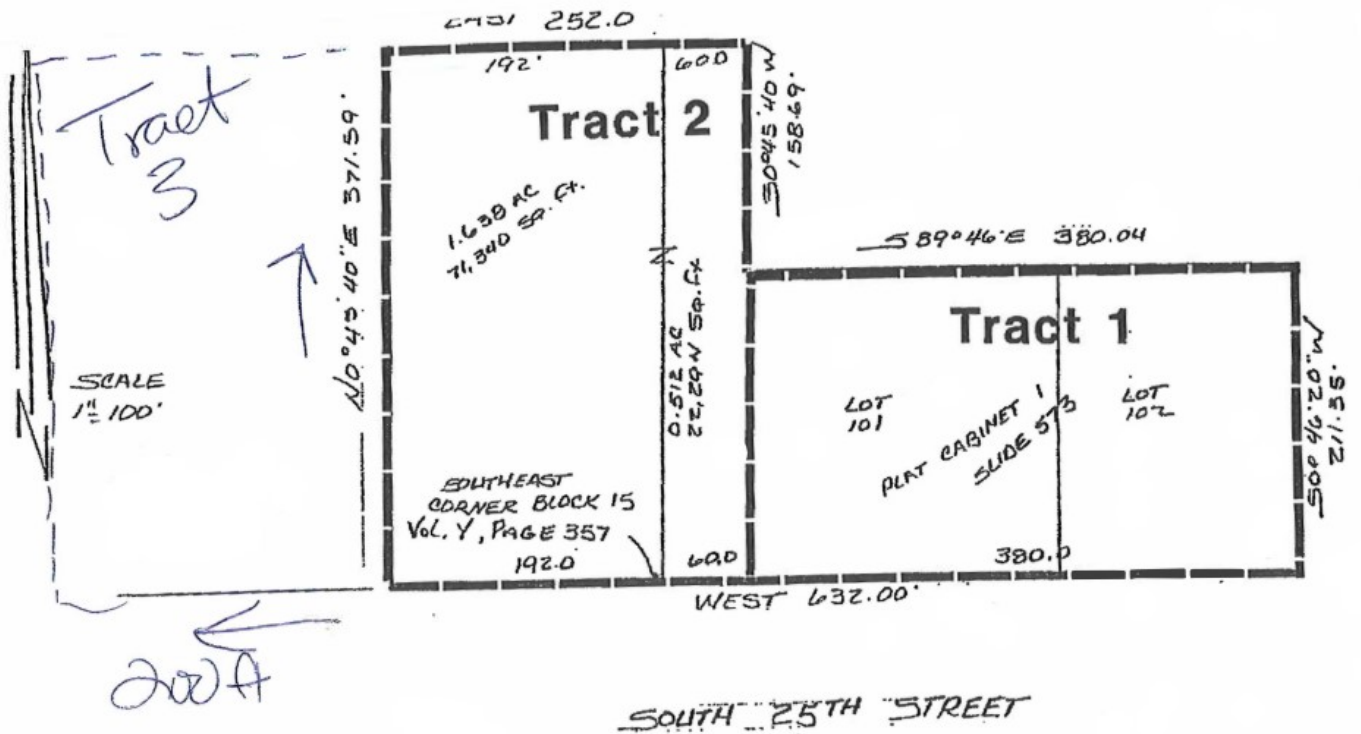
NOTIFICATION MAP



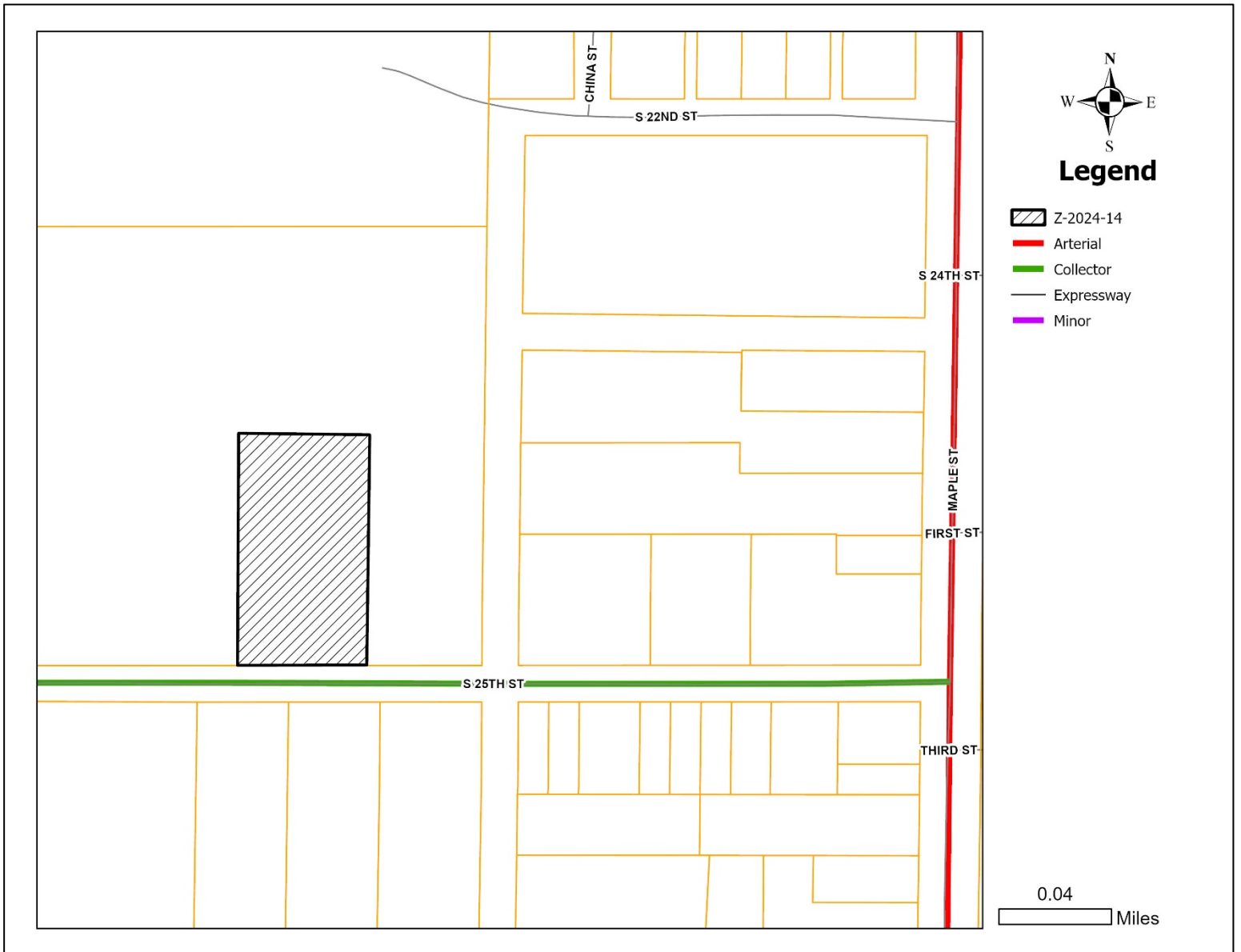
EXISTING CONCEPT PLAN



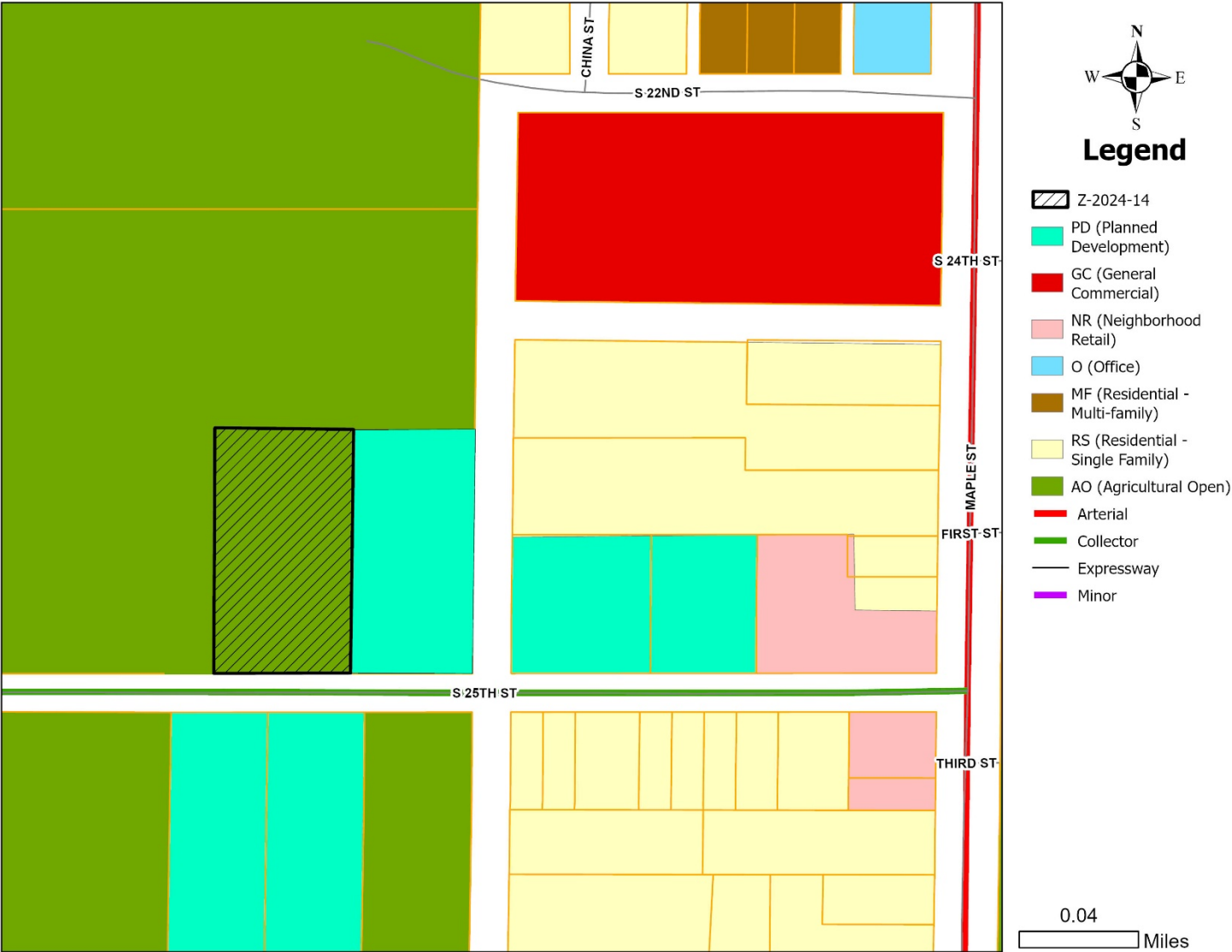
PROPOSED CONCEPT PLAN

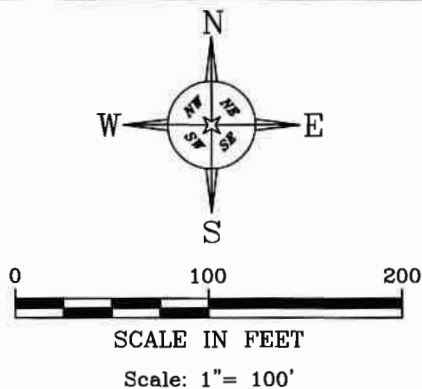


LOCATION MAP



ZONING MAP





NOTE: Bearings shown hereon are based on Geodetic North, determined by G.P.S. observations.

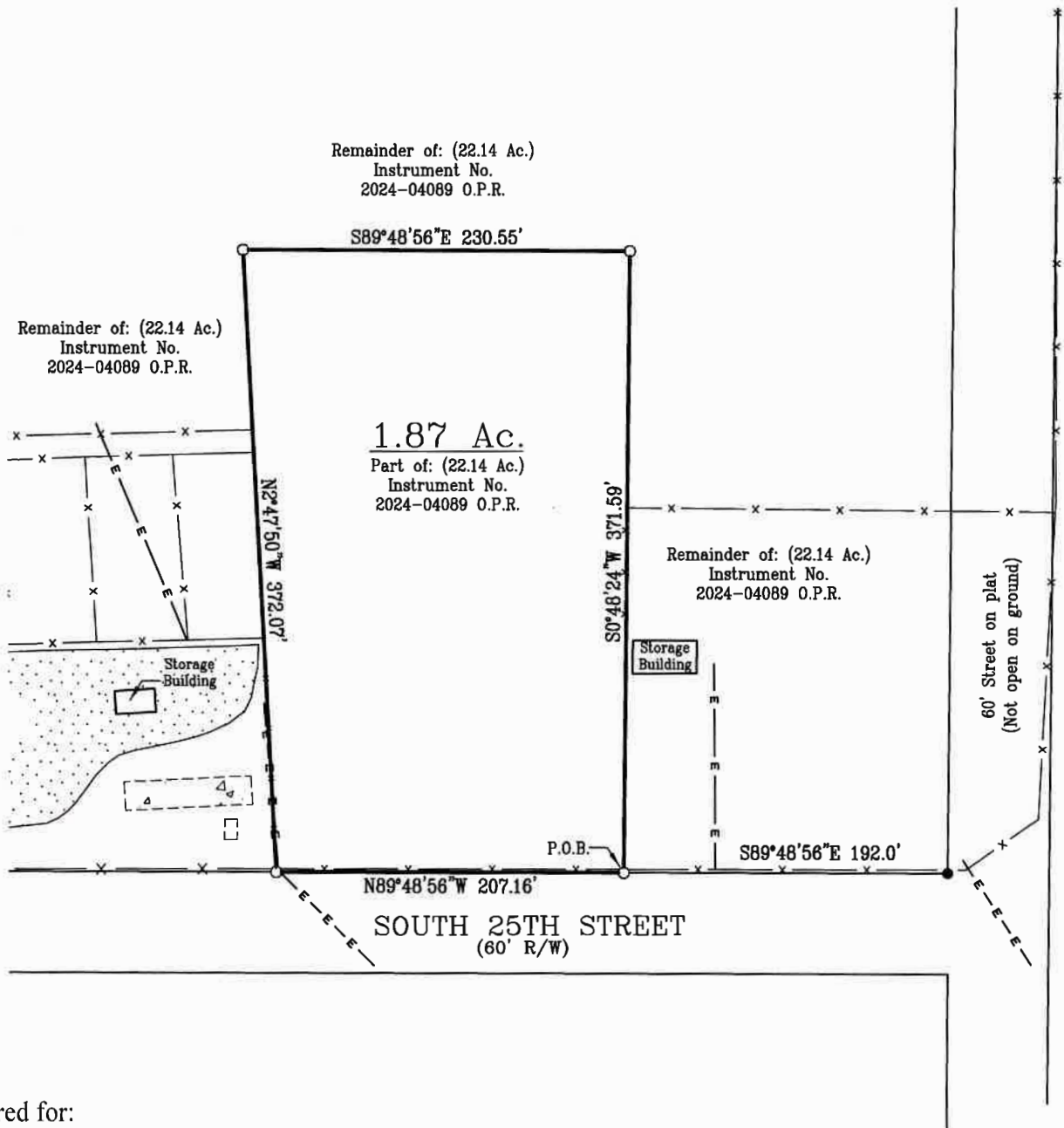
NOTE: This boundary survey completed without the benefit of a current title commitment. There could be easements which affect this property that are not shown hereon.

NOTE: At least 2 working days before any excavation type work is done, proper authorities should be contacted. One resource is DIG TESS at 1-800-344-8377. Or simply dial 811 from anywhere in the United States.

NOTE: This property is subject to the City of Abilene platting procedures and subdivision regulations.

Legend

- = Found 3/8" rebar
- = Set 3/8" rebar w/ GEOTEX cap
- E- = Overhead Power Line
- R/W = Right of Way
- X- = Fence
- () = Record Call
- O.P.R. = Official Public Records
- P.O.B. = Place of Beginning
- [Stippled] = Gravel
- [Dashed] = Concrete

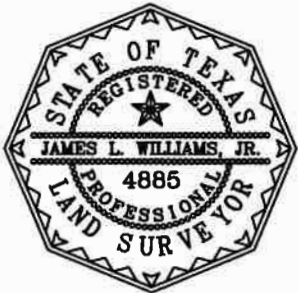


Survey prepared for:
Jeffery Lee Minnick and
Sandra A. Minnick

I hereby certify this to be a correct plat of 1.87 acres of land out of Block No. 15, Bowyer Subdivision of part of the N.E., S.E. and S.W. Quarters of Survey No. 50, Blind Asylum Lands, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 4, Slide 327, Plat Records of Taylor County, Texas, said 1.87 acres being part of a 22.14 acre tract recorded and described in Instrument No. 2024-04089, Official Public Records, Taylor County, Texas and being more particularly described by attached field notes. SEE ATTACHED FIELD NOTES.

Surveyed on the ground May 23, 2024.

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, LLC
4701 South 3rd Street
Abilene, Texas 79605
325-677-6712
Firm Registration No. 10194134

File No: 147-27A-24
File Name: 542 S 25th Street 1.87 Ac
Location: D:\ABILENE\2024\
Geotex Property Solutions Drawn by:
© 2024 All Rights Reserved KW

James L. Williams, Jr.
RPLS #4885

FIELD NOTES
1.87 ACRES

BEING 1.87 acres of land out of Block No. 15, Bowyer Subdivision of part of the N.E., S.E. and S.W. Quarters of Survey No. 50, Blind Asylum Lands, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 4, Slide 327, Plat Records of Taylor County, Texas, said 1.87 acres being part of a 22.14 acre tract recorded and described in Instrument No. 2024-04089, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" rebar w/GEOTEX cap set on the SBL of said 22.14 acres on the NBL of South 25th Street, from whence a 3/8" rebar found at the southeast corner of said 22.14 acre tract on the WBL of a 60 feet wide unnamed street (not open on the ground) bears S89°48'56"E 192.0 feet;

THENCE N89°48'56"W 207.16 feet along the NBL of South 25th Street and along the SBL of said 22.14 acre tract to a 3/8" rebar w/GEOTEX cap set for the southwest corner of this tract;

THENCE N2°47'50"W 372.07 feet to a 3/8" rebar w/GEOTEX cap set for the northwest corner of this tract;

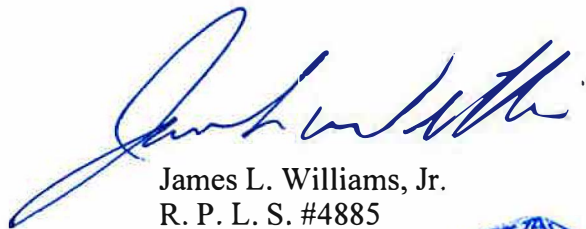
THENCE S89°48'56"E 230.55 feet to a 3/8" rebar w/GEOTEX cap set for the northeast corner of this tract;

THENCE S0°48'24"W 371.59 feet to the place of beginning and containing 1.87 acres of land.

Surveyed on the ground May 23, 2024.

SEE ATTACHED PLAT

Geotex Property Solutions
4701 South 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 147-27A-24-1.87ac
Firm Registration No. 10194134


James L. Williams, Jr.
R. P. L. S. #4885

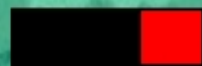


AO

542 S 25th Street, Abilene, TX

24W x 46L

PD



25W x 25L Concrete Pad (in Red)

PD

PROJECT OVERVIEW

Project Type: Zoning Application | Project Title: Z-2024-14 PDD-61 Amendment

ID # 24-000081 | Started 04/25/2024 at 5:31 PM



Address

450 S 25th St, Abilene, TX USA 79602

Legal

Bowyer Subdivision Blk Block Pt 1
Bowyer Subdivision, Block Pt 15, Acres 22.08

Description

amend the terms and conditions of a Planned Development District (PDD-61). Specifically, to amend the boundaries of the Planned Development to add a "Tract" with the base zoning of Agricultural Open (AO) with a permitted use of Carpentry Services.

PROPERTY DETAILS

Property ID	36708
GEO ID	81365
Enforcement Area	South Treadaway Area

PROPERTY ADDITIONAL INFORMATION

Account Number	13000006200
Property ID	81365
Land Use	Vacant
High School	Chs
Middle School	Madison
Elementary School	Bowie
Super Neighborhood	South Treadaway Area
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Minnick Jeffery & Sandra-A		Po Box 6894 Abilene, TX 79608-6894	-	Property Owner
Sandra Minnick	sandraminnick@yahoo.com 3255136163	542 S 25th Street Abilene, 79602	-	APPLICANT

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	04/26/2024 at 11:15 AM	Accept	Mason Teegardin
Zoning Application Review	04/26/2024 at 11:17 AM	Accepted	Mason Teegardin

Planning Payment	04/26/2024 at 11:29 AM	Paid	Mason Teegardin
Create Agenda for Planning and Zoning Commission	05/17/2024 at 11:51 AM	Created	Mason Teegardin
Staff Prepares Report & Send Property Notification Letters	-	-	-
P&Z Commission Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

Jeffery and Sandra Minnick

Agent Name

Sandra Minnick

Block

15

Lot

N/A

Acreage

22.12

Legal Description of property

BOWYER SUBDIVISION, BLOCK PT 15, ACRES 22.14

Subdivision Name

Neighborhood: COUNTRY CLUB,SCHWARTZ,RAYMOND SMITH,PARKER PL,BOWY

Current Zoning

AO/PD

Proposed Zoning

PD

Agree to Terms

Jeff and Sandra Minnick

No. of Lots

1

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-002439	05/01/2024	Sandra Minnick	\$ 1,000.00	\$ 1,000.00	\$ 0.00
	Fees	Account No	Total	Paid	Due
	Zoning - Planned Development District - Amendment	1004002-42001	\$ 1,000.00	\$ 1,000.00	\$ 0.00
	Receipts				
	24-002230				

TOTALS	\$ 1,000.00	\$ 1,000.00	\$ 0.00
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CREDENTIALS

Developer
Homeowner
Engineer
Surveyor

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
No data for Occupancy Type.			

REVIEWS	DATE & TIME	STATUS	HISTORY
Zoning Application Review	04/26/2024 at 11:17 AM	Approved	Accepted
Create Agenda for Planning and Zoning Commission	05/17/2024 at 11:51 AM	Approved	Created
Staff Prepares Report & Send Property Notification Letters	05/17/2024 at 11:51 AM	In Review	-

INSPECTIONS	DATE & TIME	STATUS	HISTORY
No data for Inspections.			

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
Project Overview	04/30/2024 at 11:05 AM	Mason Teegardin	-

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
No data for Attached Documents.		

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-

GENERAL COMMENTS

No data for General Comments.			
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AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD #61 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 9 day of May A.D. 1996.

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 31 day of March, 1996, 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 9:00 a.m., on the 23 day of May, 1996, 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 23 day of May, A.D. 1996.

ATTEST:

Op Moore
CITY SECRETARY

George McCreesh
MAYOR

APPROVED:

He
CITY ATTORNEY

ORDINANCE NO. 22-1996

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. Site Plan is attached as Exhibit B.

Further, all agreements, provisions, or covenants which govern the use, maintenance, and continued protection of this P.D.D. 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 AO & RS-6 (Agricultural Open Space & Residential Single Family) District to PDMX (Planned Development Mixed Use) 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:

BOWYER PDD

Being 4.000 acres of land out of the Bowyer Subdivision (recorded in Volume Y, Page 357 of the Probate Records) out of Section 50, Blind Asylum Land, in the City of Abilene, Taylor County, Texas, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 102 of a replat out of a part of Block 4, Bowyer Subdivision of part of the Blind Asylum Land, Survey No. 50, Abilene, Taylor County, Texas (recorded in Plat Cabine 1, Slide 573, Plat Records);

Thence West at 380' pass the Southwest corner of Lot 101 the East line of a dedicated Street, at 440' pass the West Line of said Street and continue on a distance in all of 632.00';

Thence $N0^{\circ}45'40''E$ 371.59';

THENCE EAST AT 192', pass the West line of said Street and continue on a distance in all of 252.00';

Thence $S0^{\circ}45'40''W$ 158.69';

Thence $S89^{\circ}46'E$ 380.04' to the Northeast corner of said Lot 102;

Thence $S0^{\circ}46'30''W$ 211.35' to the place of beginning and containing 4.000 acres of land.

Location:

274 South 25th Street

PART 6: Purpose: The purpose of the Planned Development district request is to allow for commercial development.

PART 7: Specific Modifications. The attached site plan (Exhibit "B") indicates the PDD area involved which consists of two tracts. The following is applicable for each tract:

Uses:

Tract 1: Single Family residences; sign installation and service; electrical installation and repair service; heating, ventilation, air conditioning services; and uses permitted in LC (Limited Commercial) zoning districts excluding the following:

- Clairvoyants, Healers, Soothsayers, Chiromantics and Prognostication Services
- Automobile Parts and Supplies (including tires)
- Gasoline
- Grocery Store (convenience type)
- Restaurants, Standard
- all uses under the TRADE-WHOLESALE category

Appropriate development plans will be required at the time of development, i.e., site plans, plats, etc., as required by City codes.

Tract 2: Agricultural Open Space (AO) uses.

Signage:

Tract 1: One pole/ground sign is allowed per business or activity. Maximum height is 30 feet. Base of the sign must be 8 feet above ground level. Sign face shall not exceed 100 square feet. Sign shall be set back a minimum of 5 feet from South 25th Street property line. One wall sign is allowed per business or activity with maximum sign face of 30 square feet allowed per sign.

Tract 2: No signs are allowed.

Screening:

Tract 1: If commercial activities occur on Tract 1, a six foot, opaque wall or fence will be required, at the time of the commercial development, along the east and north property lines of Tract 1. The required screening along the north property line may be through utilization of trees and/or shrubs to provide the desired screening effect.

Tract 2: None required.

PART 8: Schedule. Construction and/or development of the Planned Development District established hereby shall begin no later than twelve (12) months from the effective date of this ordinance. If development does not proceed within this time frame, the Planning and Zoning Commission shall recommend to the City Council that the proposed development be rezoned to its former status.

-END-

ORDINANCE NO. 22-1996
EXHIBIT "B"

230

500 46 20 W
Z11.55
..SS.112

Tract 1

Lot 102

107

11
T
GAINET
SLIDE
371

330.0

WEST 632.00 JS3M

SOUTH 25TH STREET

EAST 252.0

Tract 2

000

192

11/10/2019 10:00 AM

0.512 AC
22,294 SQ. FT.

60.0

192.0

SOUTHEAST
CORNER BLOCK 15
VOL. Y, PAGE 357

371.59. No. 43.40. E.

SCALE
1"=100'



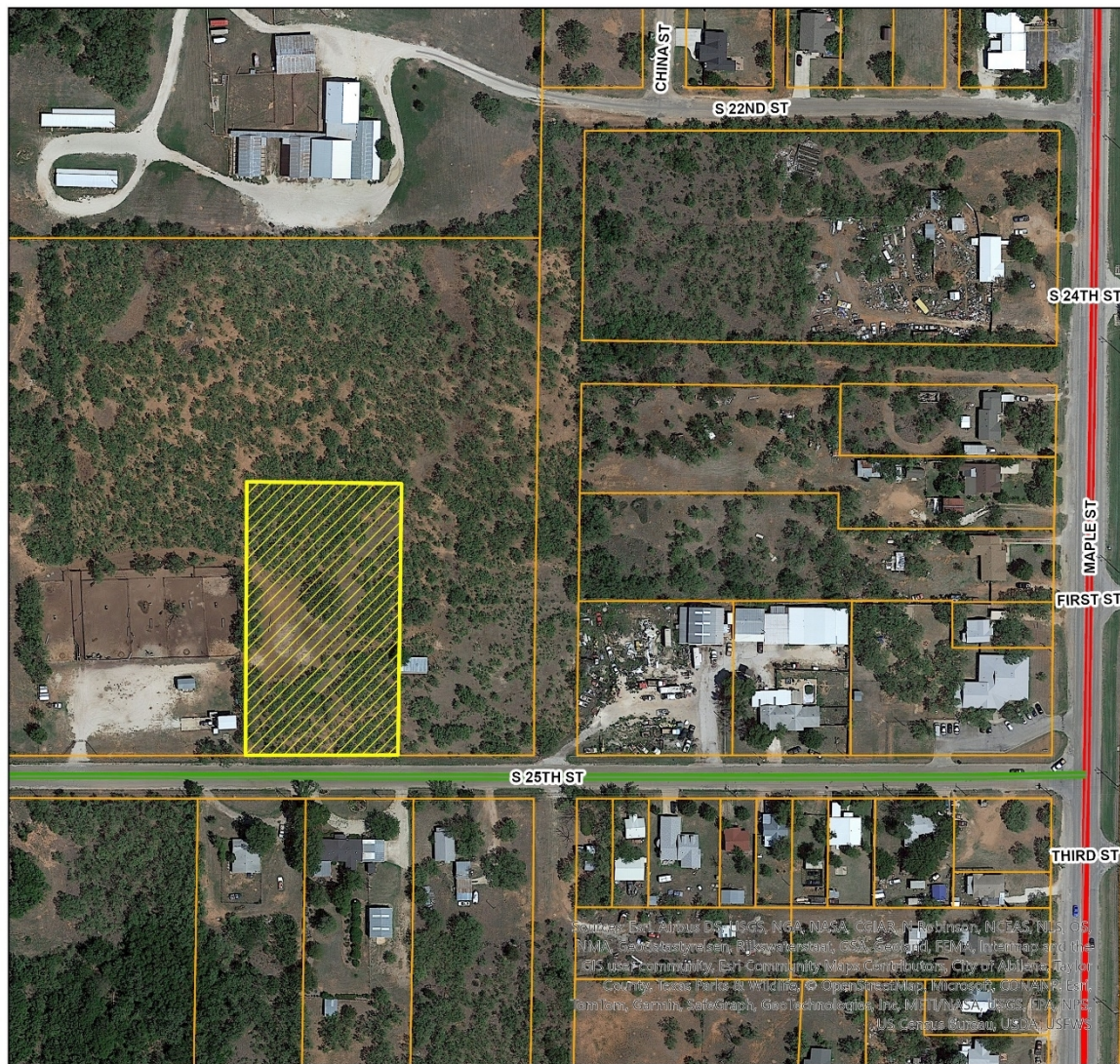
PLANNED DEVELOPMENT AMENDMENT

Case:	Z-2024-14
Applicant:	Sandra Minnick
Request:	Amend PDD-61 to amend the boundaries of PDD-61 to add a ‘Tract 3’ with the base zoning of Agricultural Open (AO) and a permitted use of Carpentry Services.
Location:	450 South 25 th Street
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	August 6, 2024
Council Hearing:	August 8, 2024 August 22, 2024





AERIAL LOCATION MAP

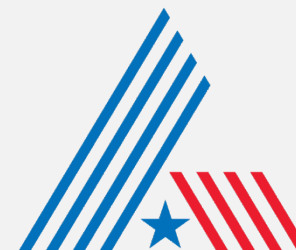


Legend

- Z-2024-14
- Arterial
- Collector
- Expressway
- Minor

0.04

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

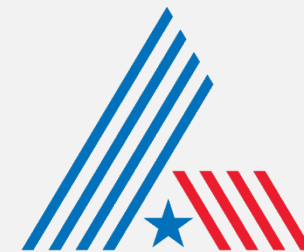


Legend

- Z-2024-14
- PD (Planned Development)
- GC (General Commercial)
- NR (Neighborhood Retail)
- O (Office)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector
- Expressway
- Minor

0.04

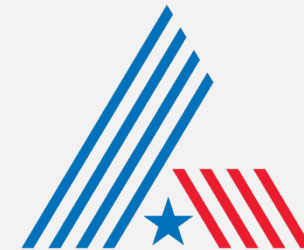
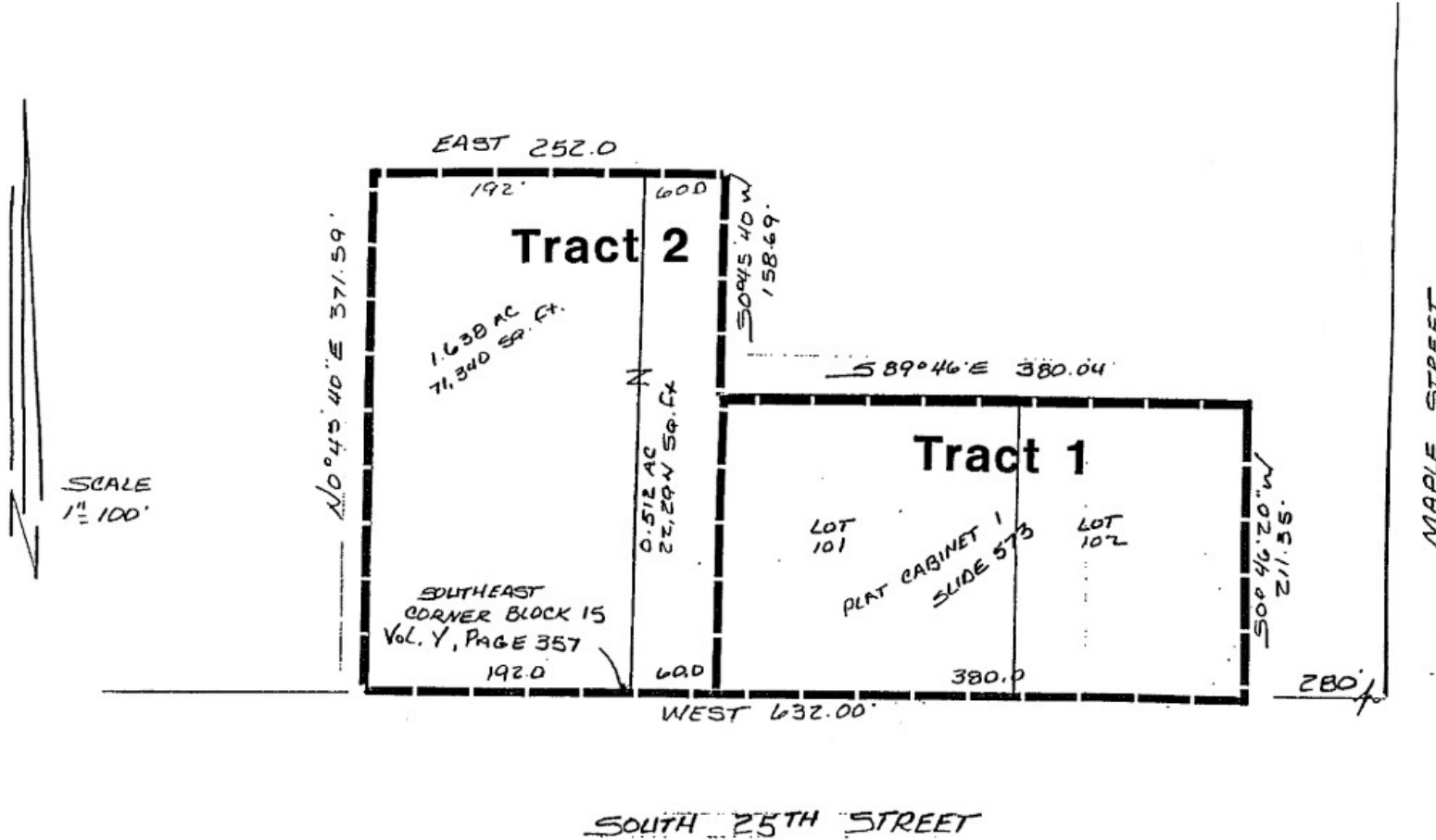
Miles



CITY OF
ABILENE
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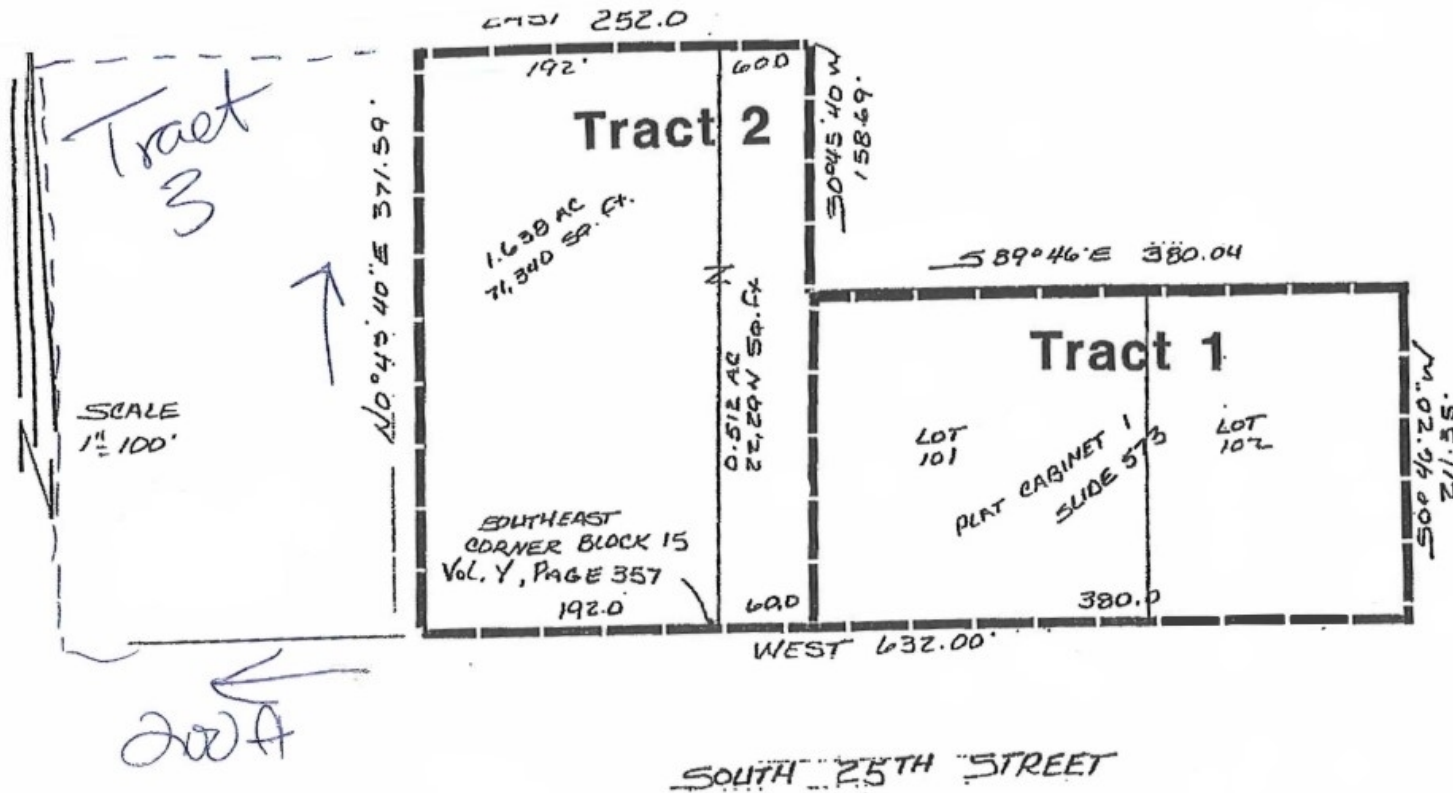
EXISTING CONCEPT PLAN



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PROPOSED CONCEPT PLAN



CITY OF
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TEXAS



USES IN AGRICULTURAL OPEN 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

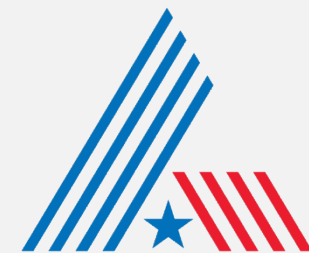
LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





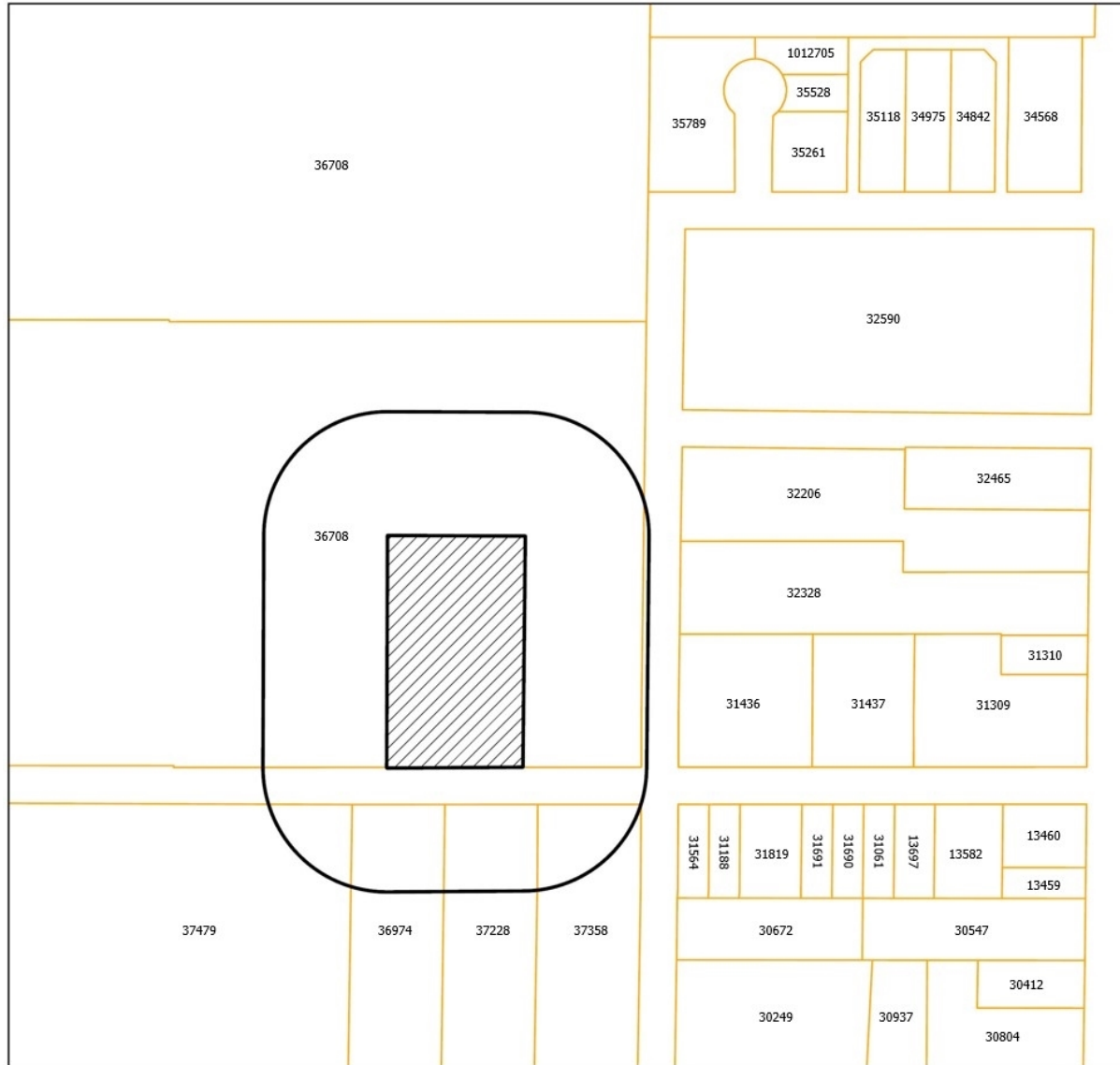
VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP



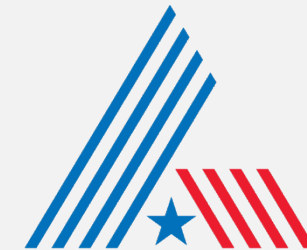
Legend

- Z-2024-14
- Notification Area
- Courier Parcels

0 - in Favor -

0 - in Opposition -

% OPPOSITION



CITY OF
ABILENE
TEXAS

0.04

Miles



FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- The spirit and intent PDD-61;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of FY 2024/2025 One-Year Action Plan for CDBG and HOME Programs (Tim Littlejohn)**

GENERAL INFORMATION

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year. The Neighborhood Services Advisory Council (NSAC) was instrumental in the development of the goals, objectives and budget of the Consolidated Plan and provided input into the FY 2024/2025 Action Plan.

SPECIAL CONSIDERATIONS

A public hearing and 6 community neighborhood meetings were held to receive input for the FY **2024/2025** Action Plan. The needs discussed were: housing, community services, economic development, community/public facilities, public improvements and homeless services. Invitees were service providers and nonprofits, the homeless network, disability services, 211 A Call for Help, agencies, religious organizations/churches and neighborhood associations and residents. Professionals from housing, insurance, real estate and lending were invited. All City directors and managers were invited along with all previous funding recipients. Discussion centered on the community needs that could be addressed with CDBG/HOME funds or alternative funds.

Funding applications were accepted from March 11, 2024 – April 12, 2024. The Proposed FY **2024/2025** budget for the FY **2024/2025** Action Plan was published in the Abilene Reporter-News on June 24, 2024 (which began the HUD-required 30-day comment period). A second public hearing on August 8, 2024, is required with approval of the attached resolution. The FY **2024/2025** Action Plan must be received by HUD no later than August 14, 2024.

FUNDING/FISCAL IMPACT

There will be no impact on local taxes. Projects are to be funded using 2024 Entitlements of \$882,321 CDBG and \$443,143 HOME. In addition, the City anticipates that it will receive \$7,060 program income from the CDBG and \$9,000 program income from HOME program during FY 2024/2025.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution approving the FY 2024/2025 One-Year Action Plan for use of CDBG and HOME funds.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution FY 2024-2025 Action Plan
2. Proposed Budget FY 24 Year Action Plan
3. Council. PP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE FY 2024/2025 ACTION PLAN AND PROJECTED USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT
PARTNERSHIPS PROGRAM (HOME) FUNDS

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

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

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

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

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

- Part 1. That the FY 2024/2025 Action Plan and Projected Use of Community Development Block Grant and HOME funds is hereby approved.
- Part 2. That, upon approval, the FY 2024/2025 Action Plan be submitted to the United States Department of Housing and Urban Development.
- Part 3. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above is required to enable the City of Abilene to carry on appropriate community development activities directed toward meeting the objectives above.

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

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

ADOPTED this 8th day of August, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Proposed FY 2024/2025 One-Year Action Plan

Community Development in Abilene

The City of Abilene presents the One-Year Action Plan for community development needs in Abilene. This plan reflects activities to be undertaken using U.S. Department of Housing and Urban Development (HUD) funds during the fiscal year of Oct. 1, 2024 – Sept. 30, 2025.

The City expects to receive \$1,325,464 for Program Year 2024 in HUD entitlements (Community Development Block Grant (CDBG) – \$882,321 and Home Investment Partnerships Program (HOME) \$443,143) on or about Oct. 1, 2024. An Action Plan is required annually as part of the City's entitlement requirements.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Sources of Funds

2024 Entitlement	\$882,321
2024 Projected Program Income	\$7,060
Prior Year Reprogrammed Funds	<u>\$351,330</u>
Total Funds Available	\$1,240,711

Proposed Uses of Funds

Non-Public Service Activities	
CDBG Housing Program Delivery	\$253,844
CDBG Planning Administration	\$177,461
Condemnation/Demolition	\$150,000
Critical Repair Program	\$376,921
Neighborhood Revitalization Program	\$146,391
Salvation Army	<u>\$136,094</u>
Total Use of CDBG Funds	\$1,240,711

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Sources of Funds

2024 Entitlement	\$443,143
Reprogrammed Funds	\$107,167
2024 Projected Program Income	<u>\$9,000</u>
Total Funds Available	\$559,310

Proposed Uses of Funds

HOME Program Delivery Administration	\$45,214
Single Family Rehabilitation	\$417,625
First-Time Homebuyer	\$30,000
Community Housing Dev Organization 15% Set Aside	<u>\$66,471</u>
Total Use of HOME Funds	\$559,310

FY 2024/2025
One-Year Action Plan
Community Development Block Grant
And
HOME Investment Partnership Grant





Project Funding Guidelines

- Meet HUD National Objectives
- Meet Consolidated Plan Goals & Objectives
- >70% Low- to Moderate-Income (LMI) Benefit
- Follow Council policy on funding capital projects for nonprofits; not operating expenses





What is Community Block Development Grant (CDBG)

- CDBG: Grant is used for expanding LMI housing, suitable living environments & economic opportunities





TOTAL CDBG Administration Cost:

- **CDBG Housing Administration-\$253,844** pays staff, HUD training, office materials, Public Notices, and advertising materials as required by HUD.
- **CDBG Planning Administration-\$84,311** will fund staff, advertising and promotion, HUD training, IT fund and memberships dues.
- **CDBG Indirect Admin-\$93,150** will be paid to the City of Abilene for building and office use, maintenance, fleet, IT services and access to all City personnel.





TOTAL CDBG Projects

- **Critical Repair- \$376,921** 30-40 Low-Moderate-Income (LMI) clients that reside in owner-occupied single-family residences will be assisted with one system failure per calendar year such as a roof, sewer, water, or gas line and ADA accessibilities for restroom and handicap ramp.
 - **Neighborhood Revitalization Program-\$146,391** to revitalize the 15 LMI neighborhoods by wrapping income qualified clients homes in Smart Board and paint with colors selected by homeowner.
- NS will focus on LMI neighborhoods in order to redevelop those neighborhoods long neglected.





TOTAL CDBG Projects

- **Condemnation & Demolition- \$150,000** will assist in the demo of a substandard commercial building or single-family residence to eliminate Spot Slum Blight in the 15 LMI Neighborhoods.
- **Salvation Army - \$136,094** will fund the new chiller system, to improve energy efficiency of the facility and will contribute to a healthier and more sustainable facility for the community.





What is HOME Investment Partnership Grant (HOME)

- HOME: Grant is used for increasing the quality of low-income housing stock





HOME Expenditures

- **HOME Administration- \$45,214** to provide program delivery of each HOME assisted projects.
- **Single-Family Rehabilitation Program- \$417,625** on average between \$80,000 - \$120,000 for each rehab will fund owner occupied residences ensuring the entire home brought up to meet local codes such as roof, electrical, plumbing, gas and sewer lines.





HOME Expenditures

- **First-Time Homebuyer Program-\$30,000** to provide approximately up to \$5,000 in down payments and closing costs for 6 buyers within the City of Abilene.
- **Community Housing Development Organization (CHDO)-\$66,471** will be provided to Habitat for Humanity to aid in construction of 2 to 3 new single-family homes within the City of Abilene.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (Final Reading) Z-2024-18:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd Inc, To Change The Zoning Of Approximately 0.40 Acres From Medium Density (MD) To Medical Use (MU). Located At 1750 Pine St. *(Tim Littlejohn)*

GENERAL INFORMATION

Hendrick is in the process of expanding the clinic located at 1750 Pine Street to the west and needs to rezone this site from MD/COR to MU/COR to match the zoning of the surrounding medical use properties. The request is to change the zoning of approximately 0.40 acres from Medium Density/Corridor (MD/COR) Medical Use/Corridor (MU/COR).

SPECIAL CONSIDERATIONS

Properties to the north are zoned General Commercial (GC). The property to the south is zoned College University (CU). Properties to the east and west are zoned Medical Use (MU). The subject property is located within the Pine Corridor Overlay.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2024-18 Ordinance
2. Z-2024-18 Staff Report
3. Proposed Expansion
4. Legal for MD zoning
5. Exhibit
6. Z-2024-18 Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 25th day of July 2024.

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 June, 2024, 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 8th day of August 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 8th day of August 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from the Medium Density/Corridor (MD/COR) district to the Medical Use/Corridor (MU/COR) district.

BEING an area comprised of a portion of Lot 4, Block “A”, Continuation 1, Hendrick Health System Subdivision, recorded in Cabinet 2, Slide 331-D, Plat Records, Taylor County, Texas, and being more particularly described as follows:

Basis of Bearings is Grid North, NAD 83 Texas North Central Zone

based on GPS observations

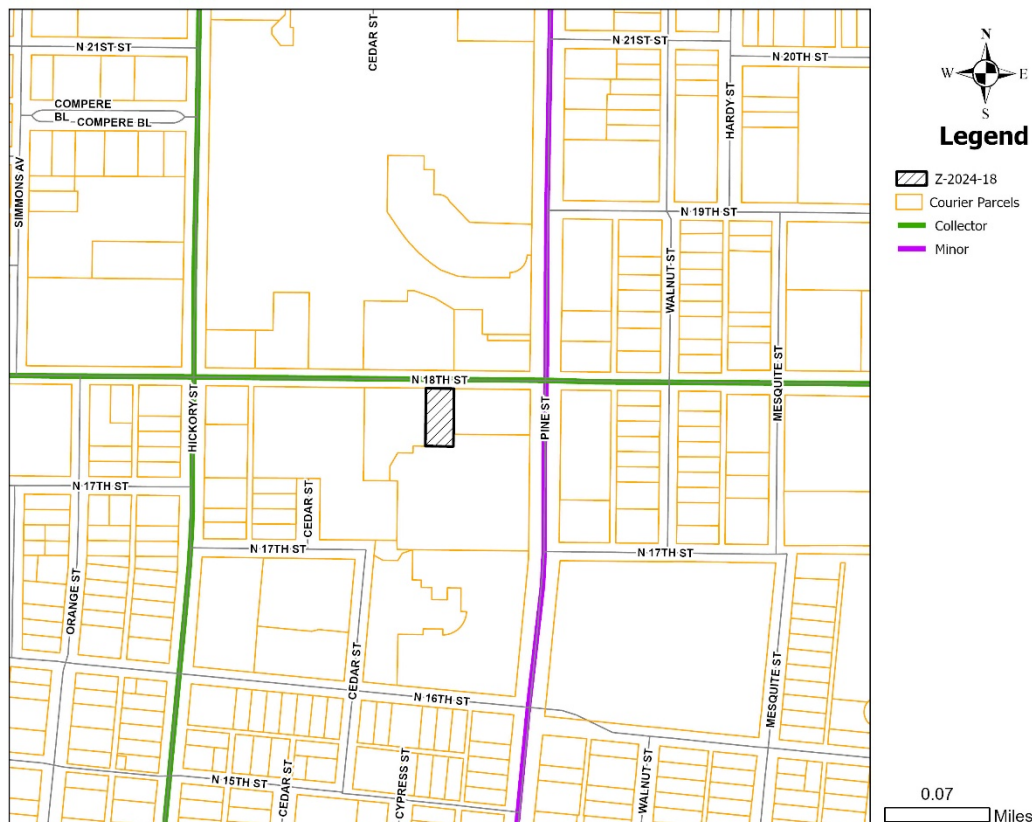
BEGINNING at a point in the south right of way of North 18th Street for the northwest corner of this tract, same being the northwest corner said Lot 4, Block “A”;

THENCE South 89 degrees 24 minutes 10 seconds East, along the south right of way of North 18th Street, a distance of 92.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes 03 seconds West a distance of 190.00 feet to a point for the southeast corner of this tract, same being a southern corner of said Lot 4, Block "A";

THENCE North 89 degrees 24 minutes 10 seconds West a distance of 92.00 feet to a point for the southwest corner of this tract, same being the southwest corner of said Lot 4, Block "A";

THENCE North 00 degrees 40 minutes 03 seconds East, along the west boundary line of said Lot 4, Block "A", a distance of 190.00 feet to the Point of Beginning containing an area of 0.4013 acres.



END

ZONING CASE Z-2024-18

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: July 2, 2024
City Council 1st Reading: July 25, 2024
City Council 2nd Reading: August 8, 2024

Applicant

Owner: Hendrick Medical Office Buildings, LLC
Agent: Enprotec/Hibbs & Todd Inc.

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.40 acres from Medium Density/Corridor (MD/COR) to Medical Use/Corridor (MU/COR).

Location

Legal description being west 92-feet of Lot 4, Block A, Continuation 1, Hendrick Health Systems Subdivision, Abilene, Taylor County, Texas. The site is located at 1750 Pine Street.

Background

Hendrick is in the process of expanding the clinic located at the 1750 Pine Street to the west and needs to rezone this site from MD/COR to MU/COR to match the zoning of the surrounding medical use properties.

Zoning, Existing and Proposed Land Use

Properties to the north are zoned General Commercial (GC). The property to the south is zoned College University (CU). Properties to the east and west are zoned Medical Use (MU). The subject property is located within the Pine Corridor Overlay.

Criteria Assessment

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

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

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning would be appropriate as most of the lots surrounding the subject site have been developed for medical and institutional uses.

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

This property has access to all required utilities.

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

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends approval.

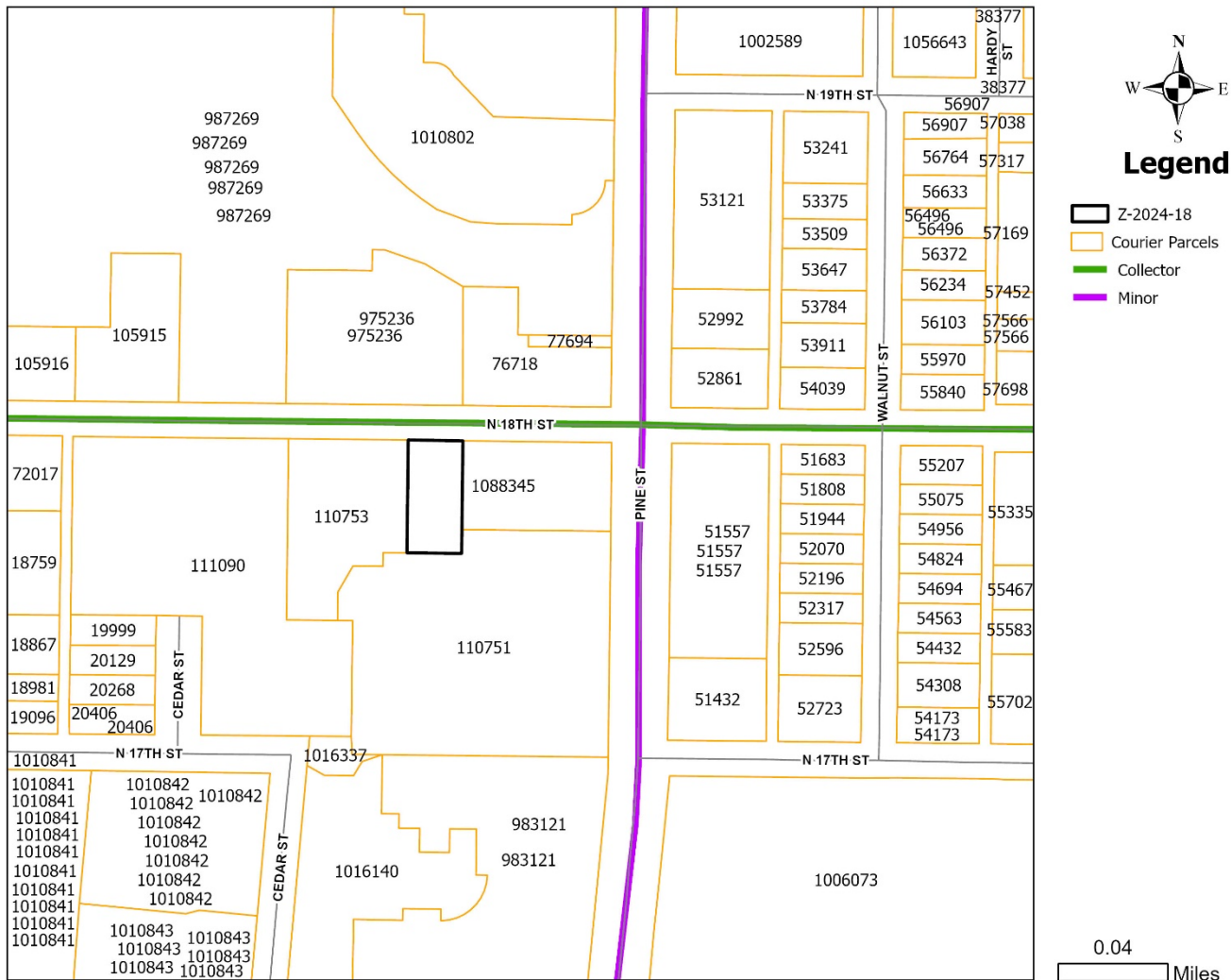
NOTIFICATIONS

Legend:

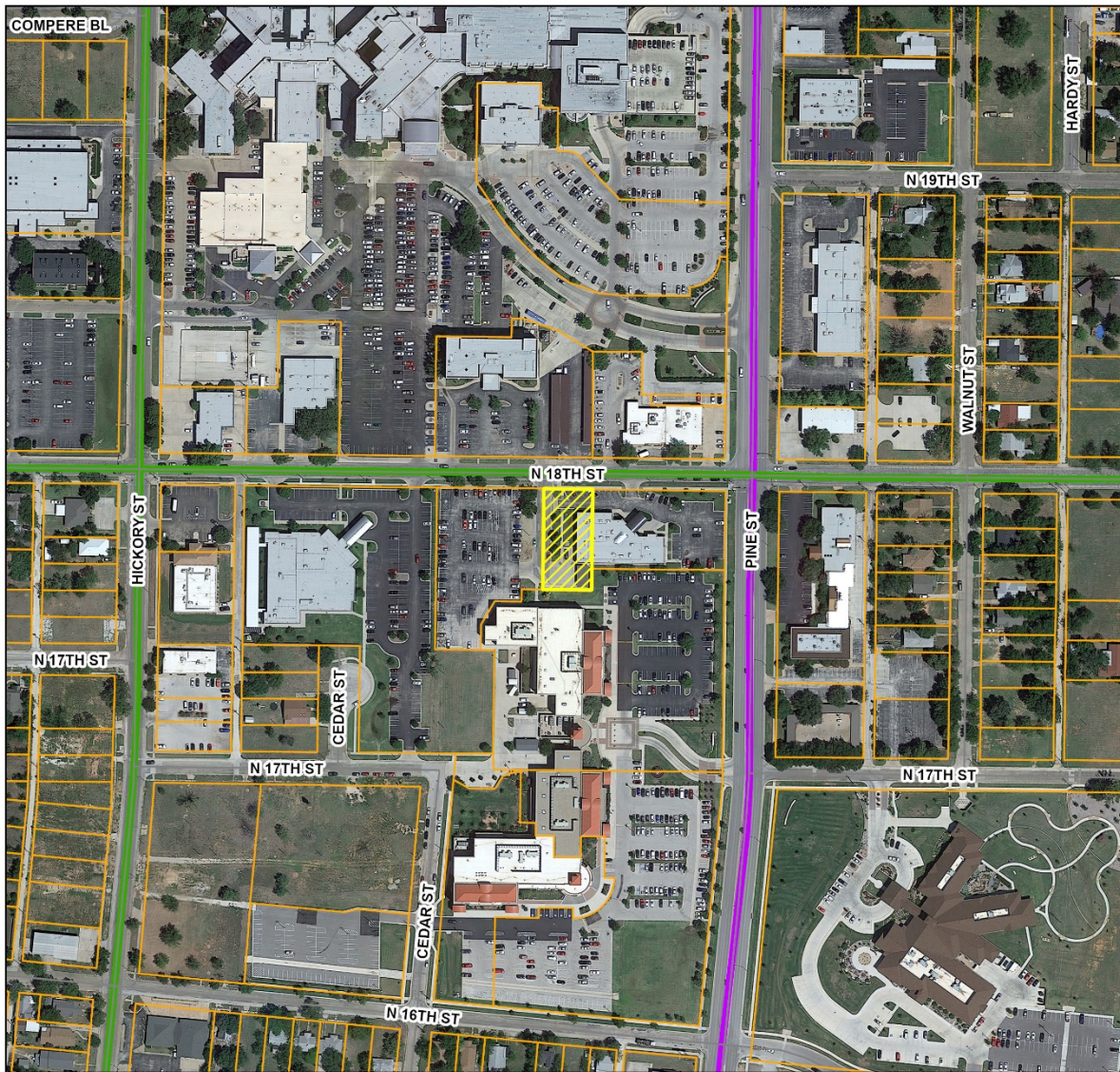
O- Opposed

F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
HENDRICK MEDICAL CENTER	111090	1201 N 18TH ST	
HENDRICK MEDICAL OFFICE BUILDINGS LLC	1088345	1750 PINE ST	
HENDRICK MEDICAL CENTER	110753	1117 N 18TH ST	
FRC GENESIS FUNDSUB IV LLC	77694		
FRC GENESIS FUNDSUB IV LLC	76718	1802 PINE ST	
HENDRICK MEDICAL OFFICE BUILDINGS LLC	975236	1041 N 18TH ST	
HENDRICK MEDICAL OFFICE BUILDINGS LLC	975236	1150 N 18TH ST	
TEXAS TECH UNIVERSITY	110751	1718 PINE ST	



LOCATION MAP



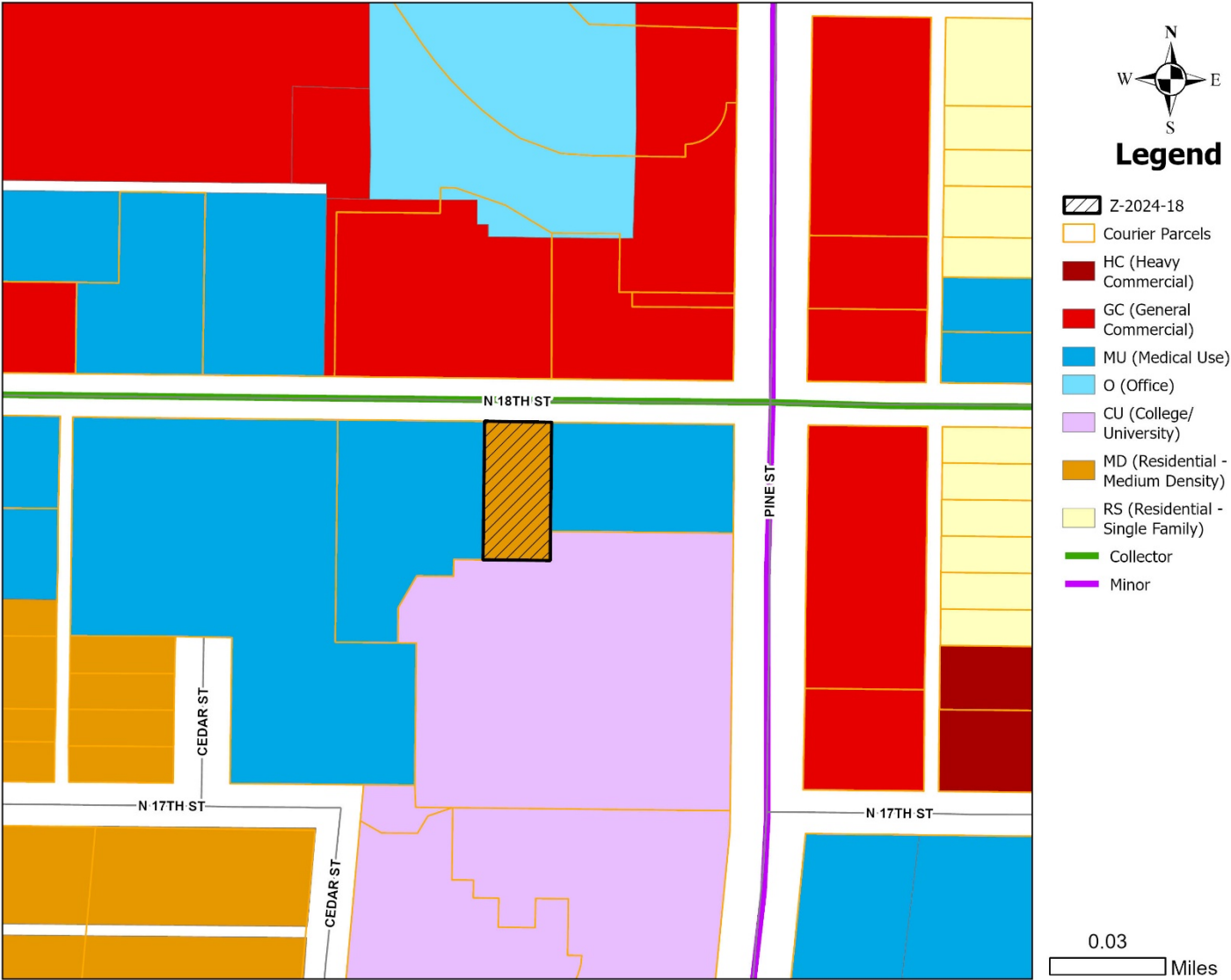
Legend

- Z-2024-18
- Courier Parcels
- Collector
- Minor

0.04

Miles

ZONING MAP





**FIELD NOTES
FOR
REZONING
A PORTION OF
LOT 4, BLOCK "A"
CONTINUATION 1,
HENDRICK HEALT SYSTEM SUBDIVISION**

BEING an area comprised of a portion of Lot 4, Block "A", Continuation 1, Hendrick Health System Subdivision, recorded in Cabinet 2, Slide 331-D, Plat Records, Taylor County, Texas, and being more particularly described as follows:

*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone
based on GPS observations*

BEGINNING at a point in the south right of way of North 18th Street for the northwest corner of this tract, same being the northwest corner said Lot 4, Block "A";

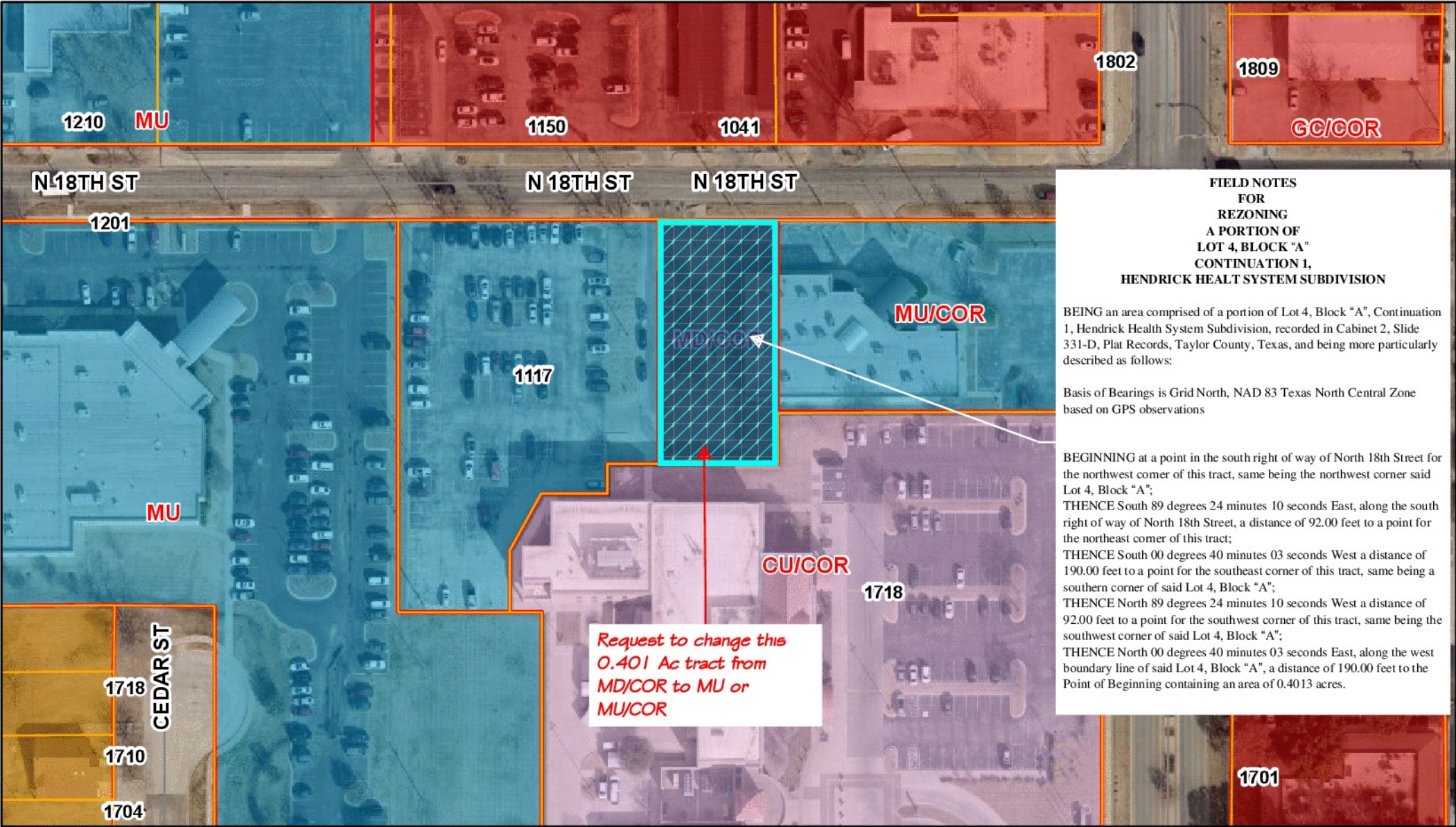
THENCE South 89 degrees 24 minutes 10 seconds East, along the south right of way of North 18th Street, a distance of 92.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes 03 seconds West a distance of 190.00 feet to a point for the southeast corner of this tract, same being a southern corner of said Lot 4, Block "A";

THENCE North 89 degrees 24 minutes 10 seconds West a distance of 92.00 feet to a point for the southwest corner of this tract, same being the southwest corner of said Lot 4, Block "A";

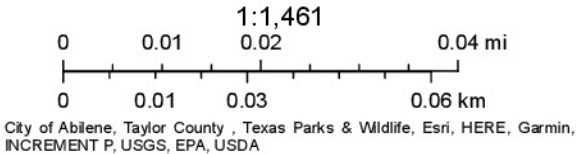
THENCE North 00 degrees 40 minutes 03 seconds East, along the west boundary line of said Lot 4, Block "A", a distance of 190.00 feet to the Point of Beginning containing an area of 0.4013 acres.

Hendrick Health System Zone Change



5/29/2024, 6:25:57 PM

- Road Centerlines
 - Zoning Setbacks
 - Courier Parcels
 - MD (Residential - Medium Density)
 - Zoning Districts
 - CU (College/University)
- MU (Medical Use)
GC (General Commerical)





REZONE REQUEST

Case: Z-2024-18

Applicant: Hendrick Medical Office Building, LLC

Agent: e-HT

Request: Change the zoning of approximately 0.40 acres from Medium Density/Corridor (MD/COR) to Medical Use/Corridor (MU/COR).

Location: 1750 Pine St

Notification: 0 in Favor, 0 Opposed

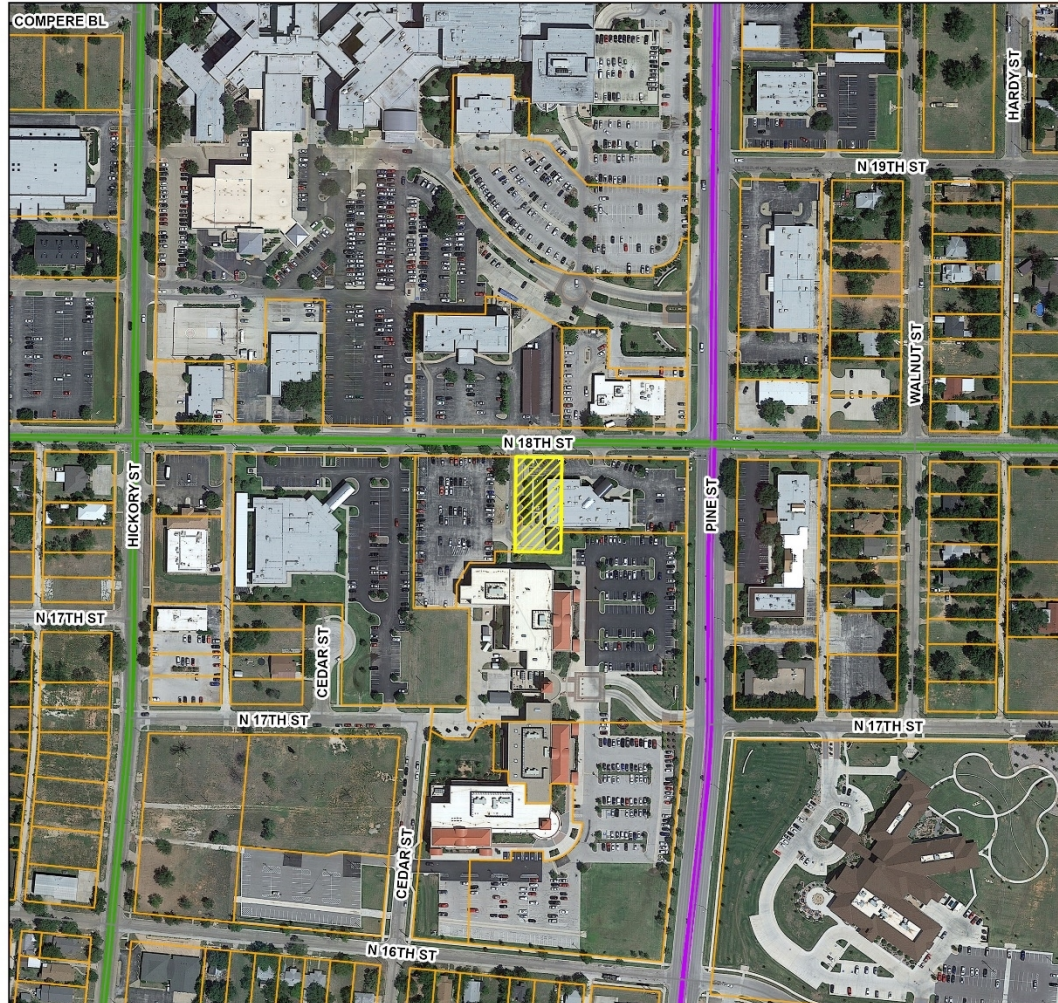
Planning & Zoning: July 2, 2024

Council Hearing: July 25, 2024
August 8, 2024





AERIAL LOCATION MAP

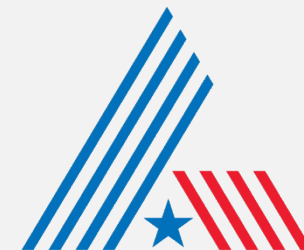


Legend

- Z-2024-18
- Courier Parcels
- Collector
- Minor

0.04

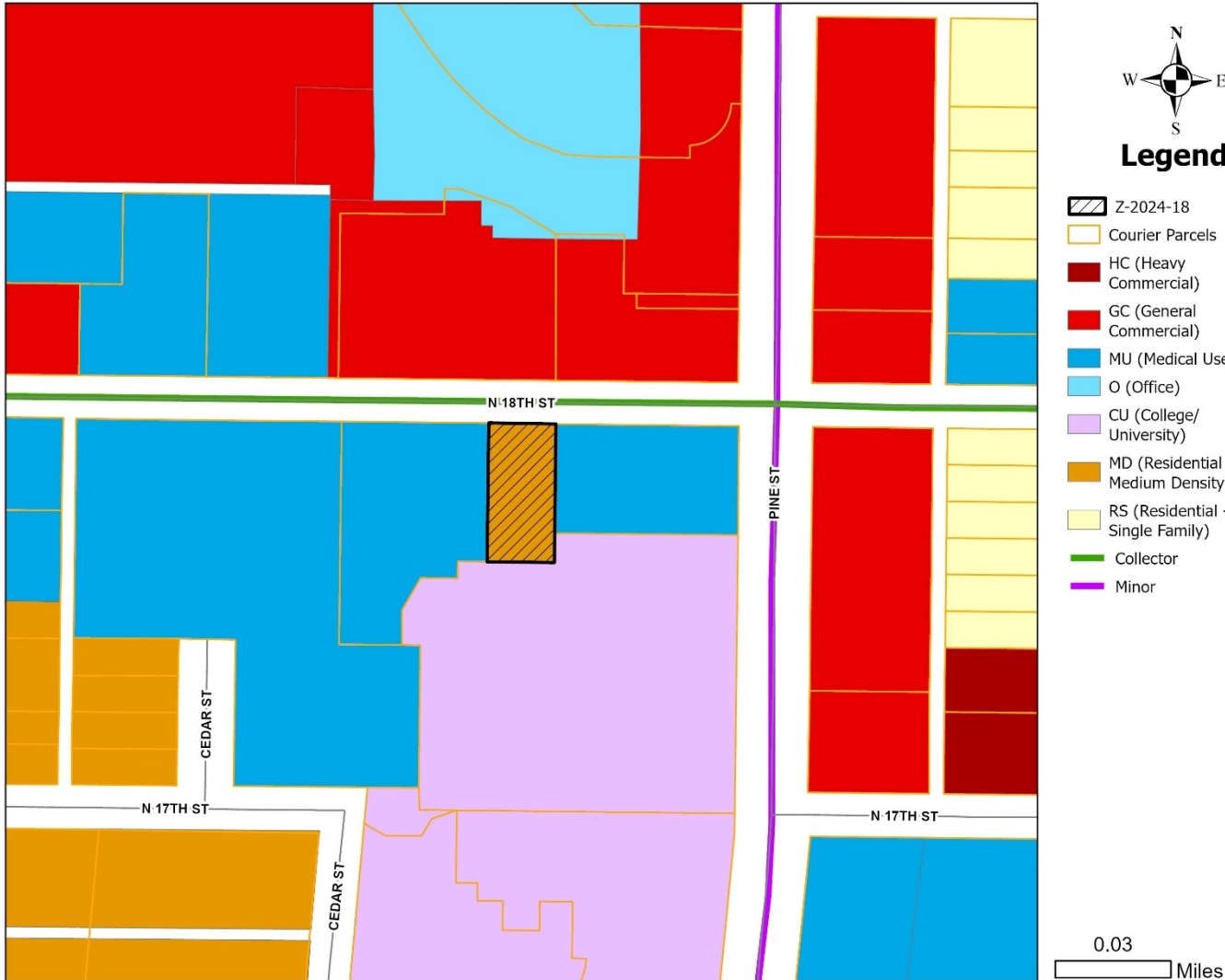
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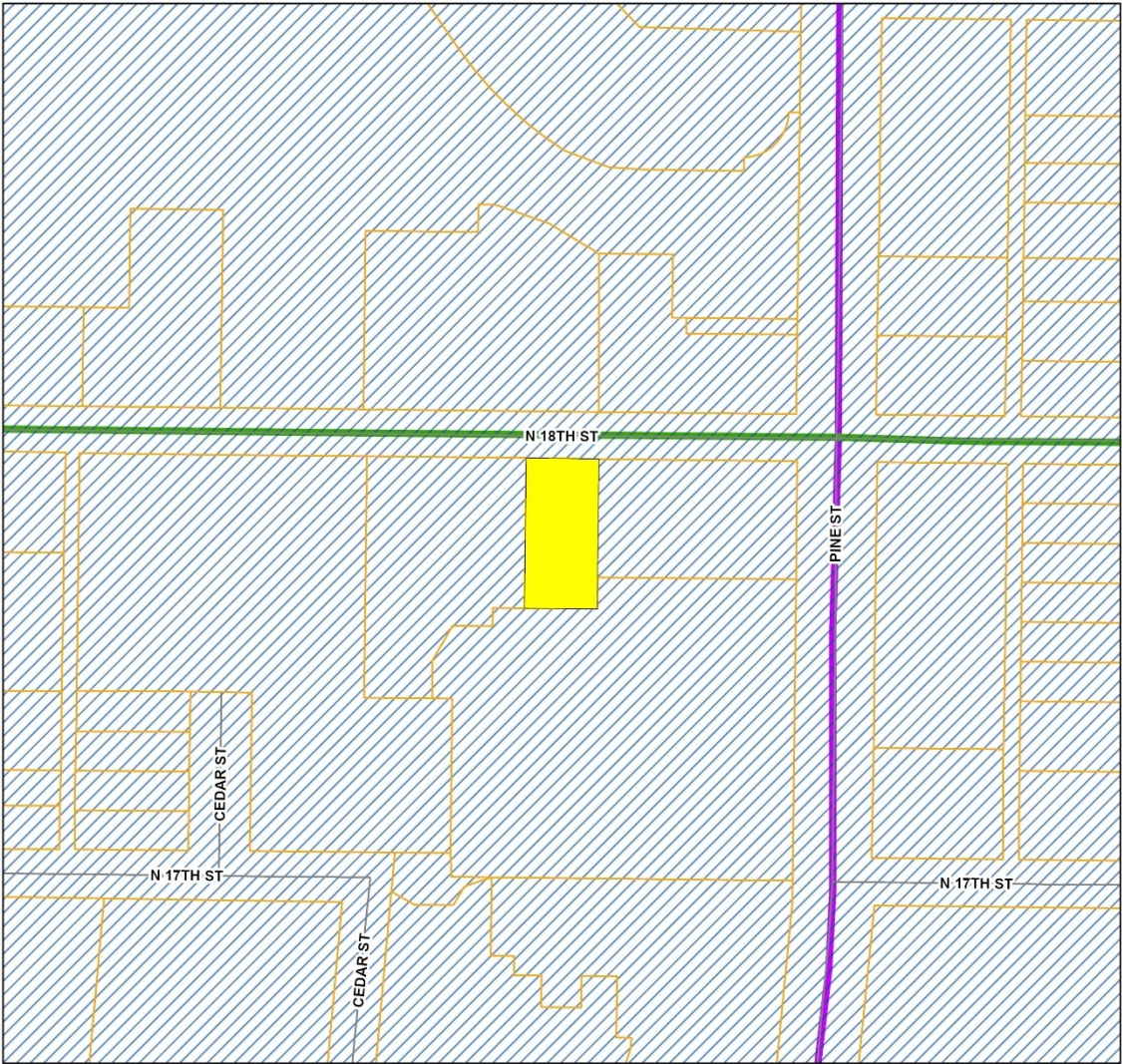


ZONING MAP





NEIGHBORHOOD EMPOWERMENT ZONING MAP



Legend

- Z-2024-18
- Courier Parcels
- NEZ 2022
- Collector
- Minor

0.03
Miles





VIEWS OF PROPERTIES





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 Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Permitted Uses in MU Zoning

RESIDENTIAL USES:

- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment Mobile (storage and parking)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P 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 Recreation – Outdoors (passive)
- C Recreation – Outdoors (active)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- P Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- C Trade/Business School
- C University/College

SERVICE

- P Funeral Home/Mortuary/Morgue
- P Office (general, professional, financial)
- P Personal Services

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

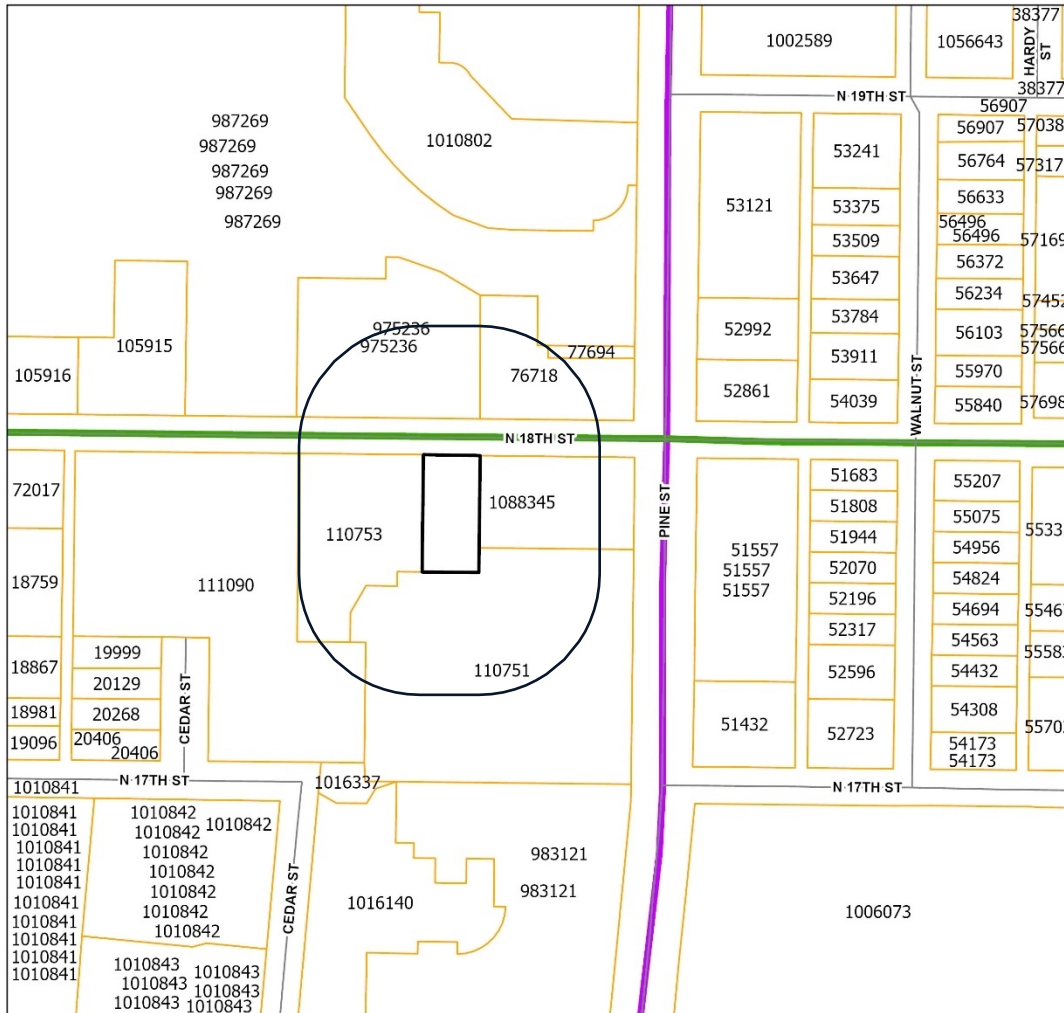
LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





NOTIFICATION AREA MAP



Legend

- Z-2024-18
- Courier Parcels
- Collector
- Minor

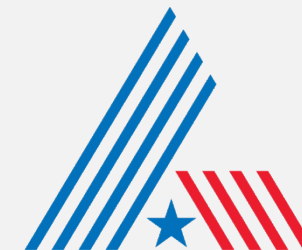
0 - In Favor-



0 - Opposed-



0.04
Miles



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

- The *Comprehensive Plan*;
 - The surrounding uses and zoning;
 - Generally accepted planning principals; and
 - The Criteria for Approval in the LDC.
-
- P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (Final Reading) CUP-2024-05: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit (CUP) To A Property. Specifically, To Allow A Duplex And An Accessory Dwelling Unit (ADU) On A Lot Zoned Residential Single Family (RS-8) For A Total Of Three (3) Dwelling Units On The Lot. Located At 748 Washington Boulevard. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is proposing a duplex with each unit being approximately 1,370 square feet and an ADU with approximately 865 square feet. The property has been vacant since annexation. The request is for a Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow a duplex and an accessory dwelling unit (ADU) for a total of three dwelling units.

SPECIAL CONSIDERATIONS

This item will require a super-majority vote for passage, which is at least 6 votes approving the Conditional Use Permit.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

See P&Z recommendation

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended DENIAL of this request. The applicant is appealing this decision.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Formal Letter of Appeal_CUP-2024-05
4. project overview
5. Duplex and ADU Plan
6. 709 Scott Pl
7. 633 Scott Place
8. 709 Scott Pl
9. 717 Scott Place
10. 726 Byrd Dr
11. 733 Scott Place
12. 734 Byrd Dr.
13. 750 Washington (2)
14. 750 Washington
15. 802 Washington Blvd
16. 874 Canyon Ct
17. 882 Canyon Ct
18. 333 Washington (Paper
19. 333 washington
20. 633 Scott Place
21. 701 Scott Pl
22. Applicant Presentation
23. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 25th day of July, 2024.

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 June, 2024, 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 8th day of August, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 8th day of August, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow for a duplex subject to the following conditions:

1. The duplex shall generally conform to the concept plan named “EXHIBIT B”
2. The duplex shall follow all standards adopted in the Land Development Code

Legal description being Lot 102, Block 8, Radford Hills, Section 5, Continuation 1, Abilene, Taylor County, Texas.

Located at 748 Washington Boulevard, Abilene, Taylor County, Texas.

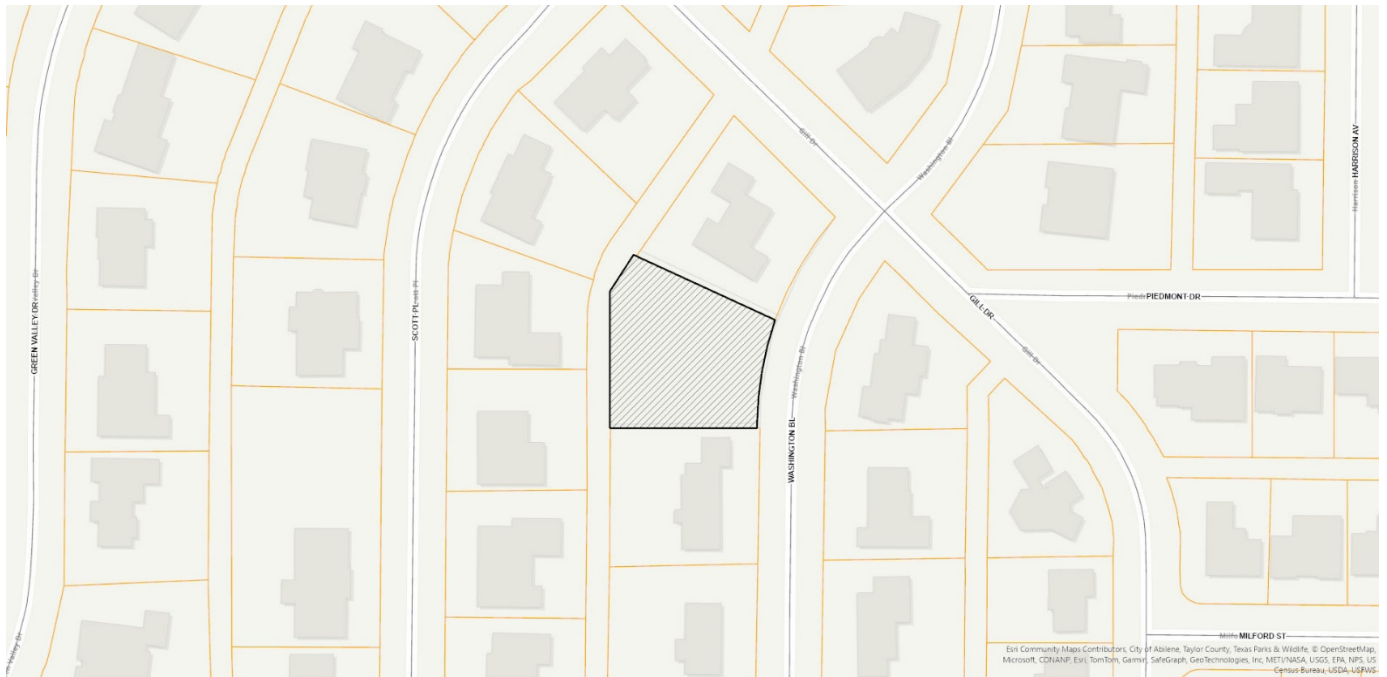
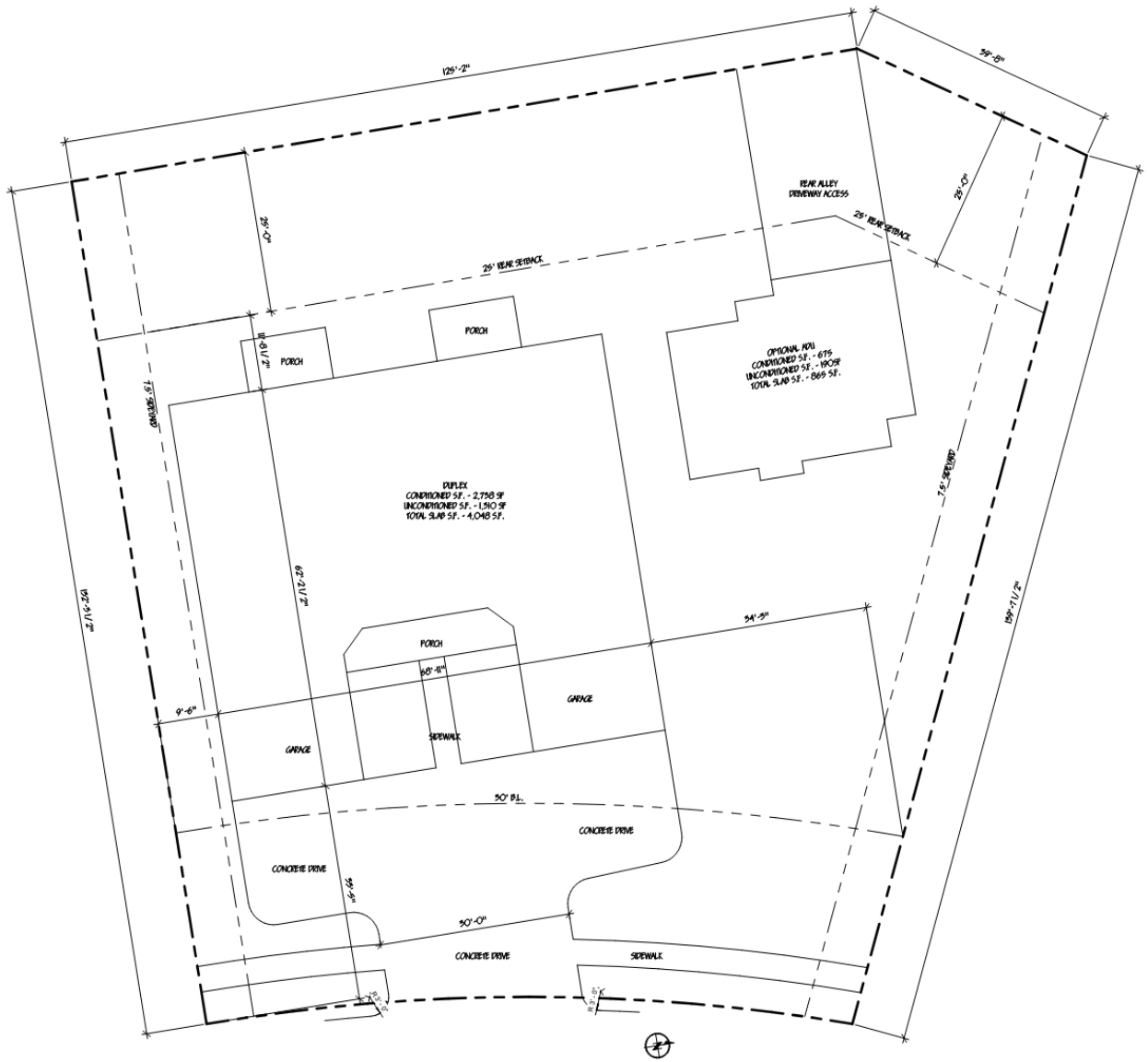


EXHIBIT B



END

ZONING CASE CUP-2024-05

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: July 2, 2024
City Council 1st Reading: July 25, 2024
City Council 2nd Reading: August 8, 2024

Applicant

Owner: Ellis Island Holdings
Agent: Randy Charleville

Case Manager

Adam Holland – Planner

Request

A Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow a duplex and an accessory dwelling unit (ADU) for a total of three dwelling units.

Location

748 Washington Boulevard, Abilene, Taylor County, Texas.

Background

The subject property is 0.42 acres out of the Radford Hills Section 5 Continuation 1. The applicant is proposing a duplex with each unit being approximately 1,370 square feet and an ADU with approximately 865 square feet. The property has been vacant since annexation.

The LDC allows by right the construction of one (1) single-family residence and one (1) ADU. In this instance, the CUP, if granted, would allow a conventional duplex and an ADU. In consideration of the CUP, the Planning and Zoning Commission and City Council can consider the impact of three (3) dwelling units on one lot. If the CUP is granted to allow three (3) dwelling units, the resulting density would be 7.14 dwelling units/acre. The density for two dwelling units, either as a single-family residence with an ADU or as duplex, without an ADU, would be 4.76 dwelling units/acre.

Existing Uses/Zoning

All the surrounding properties are zoned Single Family Residential (RS-8). Duplexes are not located in the immediate vicinity of this property.

Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.

The Future Land Use Map recommends Low Density Residential. The RS-8 district falls within this category. The density of the surrounding neighborhood is 2.38 dwelling units per acre. Since all RS-8 lot can have an ADU by right, the effective density of the neighborhood is 4.76 dwelling units/acre, which would be consistent with the Low Density recommendation of the Comprehensive Plan. A density of 7.14 is on the low side of Medium Density residential.

A traditional duplex, without an ADU, or a single-family residence would not be detrimental to

the neighborhood from a density standpoint. The addition of one (1) addition dwelling unit could potentially have an adverse effect the adjoining properties and neighborhood.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations

The proposed use, as detailed, is not consistent with the surrounding uses and zoning district regulations. The maximum lot coverage for RS-8 zoning is 50%. Since this lot is approximately 18,380 square feet in area, 9,000 square feet of cover is permitted. The applicant proposes less than 5,000 square feet of surface coverage. The amount of uncovered space that would remain would mitigate much of the impact of three dwelling units on the site. Most of the surrounding homes are very large and occupy much more than 50% of the lots on which they are located.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

A duplex would not be compatible with the surrounding neighborhood from a density perspective. A traditional duplex could result in a negative visual impact to the character of the neighborhood.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The introduction of a third dwelling unit will generate on average 10 addition trips per day to and from that dwelling. The use of the site as a duplex, without the third dwelling unit, would generate additional traffic.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.

The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site. Washington Boulevard, as designed, can accommodate the proposed amount of traffic.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.

The use does generate negative visual impacts for the surrounding area since there are not traditional duplexes in this neighborhood.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

The site plan design could comply with all applicable LDC development standards.

P&Z Recommendation

The Planning and Zoning Commission recommends **denial**.

Attachments

- Site Layout

NOTIFICATIONS

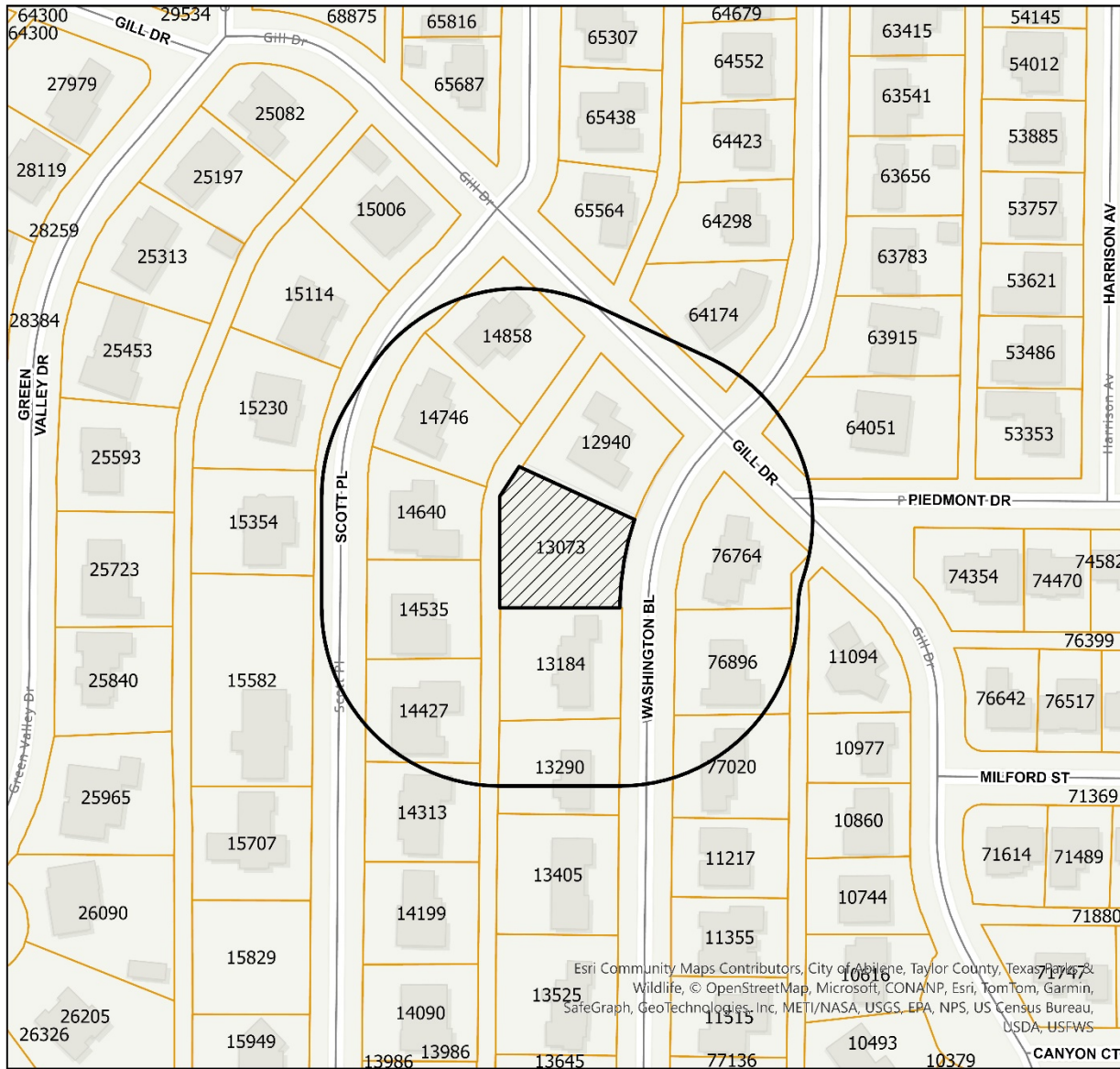
Legend:
O- Opposed
F- In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ANDERSEN CAROL	748 WASHINGTON BL	13073	
ANDERSON DUANE MATTHEW &	750 WASHINGTON BL	12940	O
BOS JONATHAN EDWARD &	701 WASHINGTON BL	77020	
BRIGGS KENNETH O &	802 WASHINGTON BL	64174	O
CHANEY CHAD J & MICHELLE L	709 SCOTT PL	14535	O
COPE SAMUEL AUSTIN	717 WASHINGTON BL	76896	
ETHEREDGE RAY & GAIL C	633 SCOTT PL	14313	O
FRAZIER IRVIN S	718 WASHINGTON BL	13184	
HERNDON BRYCE M	801 WASHINGTON BL	64051	
POWELL GREGORY & MARY CYNTHIA	717 SCOTT PL	14640	O
SBT SOLUTIONS LLC	733 WASHINGTON BL	76764	
SPIVEY JOHN & LYNN	701 SCOTT PL	14427	O
SUMMERS ROBERT C JR &	733 SCOTT PL	14746	O
TAYLOR LYNETTE	749 SCOTT PL	14858	O
WEATHERFORD SHELBY L ET AL	702 WASHINGTON BL	13290	

PROPERTY ID

OWNER	SITUS	PROP_ID	RESPONSE
ANDERSON DUANE MATTHEW &	750 WASHINGTON BL	12940	O
ANDERSEN CAROL	748 WASHINGTON BL	13073	
FRAZIER IRVIN S	718 WASHINGTON BL	13184	
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COPE SAMUEL AUSTIN	717 WASHINGTON BL	76896	
BOS JONATHAN EDWARD &	701 WASHINGTON BL	77020	

NOTIFICATION MAP



Legend

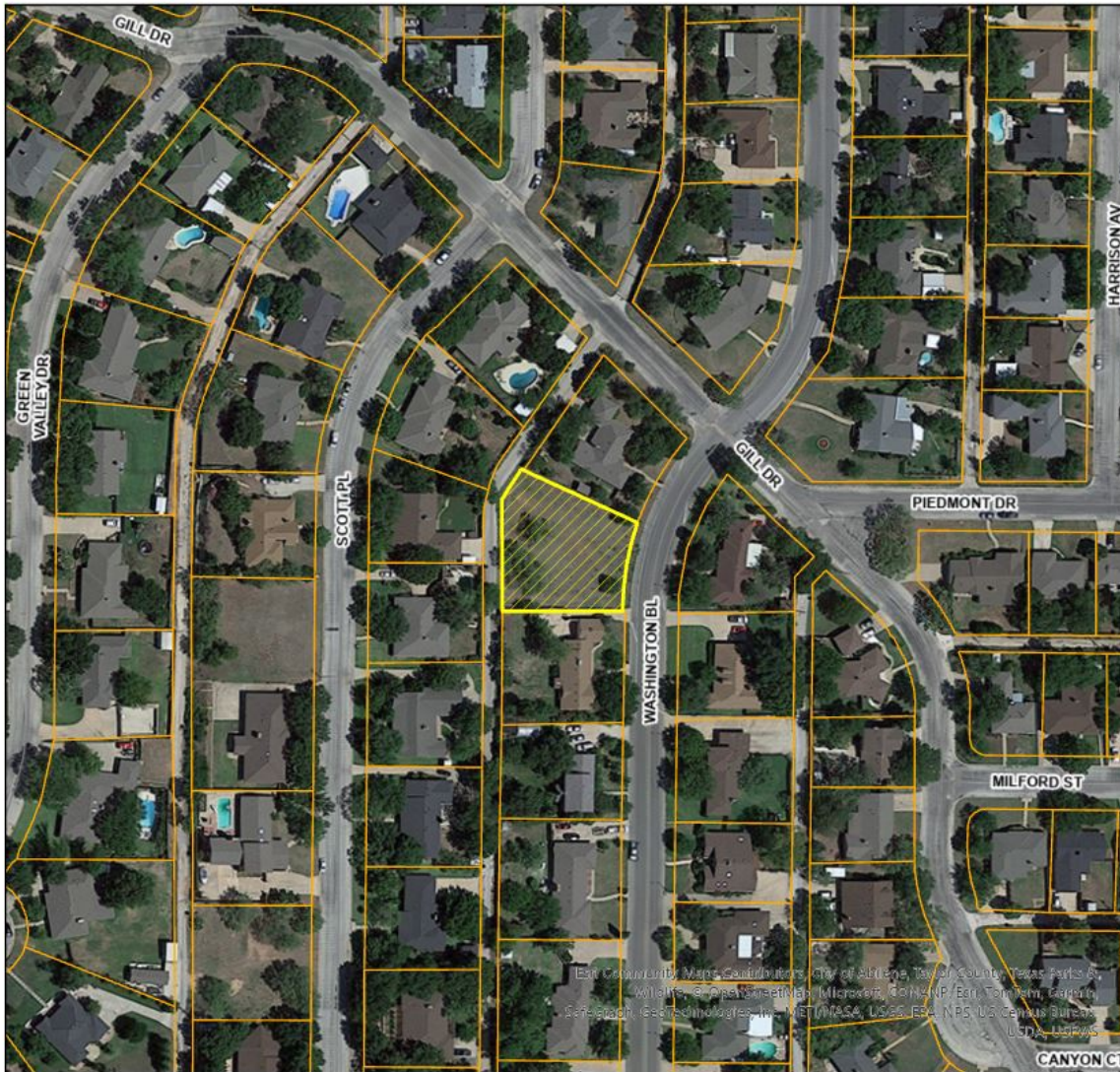
- Notification Area
- CUP-2024-05

0.03

Miles

Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap contributors, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

LOCATION MAP



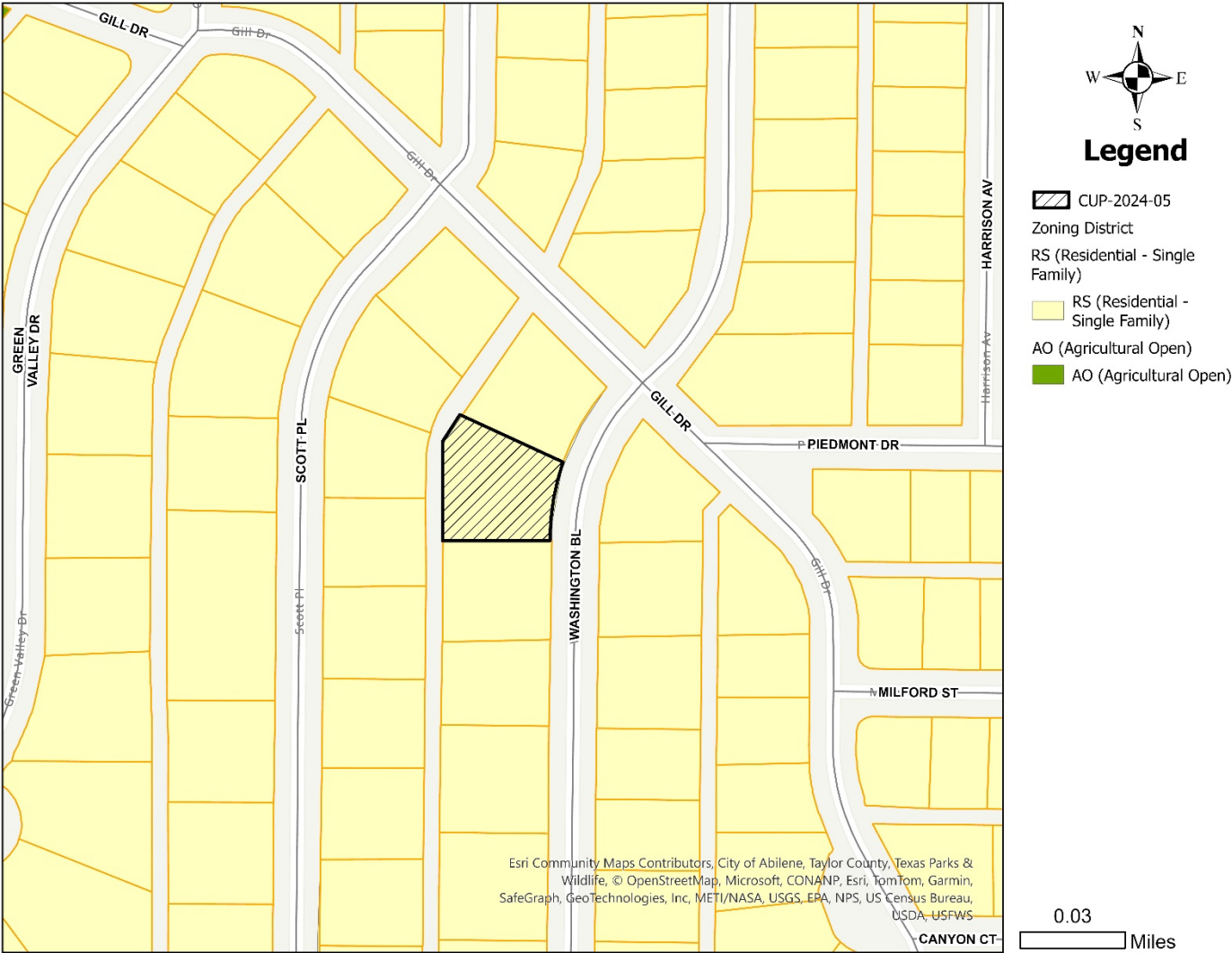
Legend

 CUP-2024-05

0.03

Miles

ZONING MAP



Ellis Island Holdings

302 E Ambler Avenue
Abilene, TX 79601
(325) 386-9909
randy@ellislandholdings.com

July 10, 2024

Dear Ms. Atkinson,

Please accept this letter as our formal request to appeal the decision made by the Planning & Zoning Commission concerning CUP-2024-05 on July 2, 2024. Our team believes the decision to deny our request for a conditional use permit at 748 Washington Boulevard was based on inaccurate information concerning the protection of property values and the misplaced concern by those opposed. Furthermore, the Planning & Zoning Staff made a recommendation for approval to the Planning & Zoning Commission and deemed our proposed project to be consistent with the Comprehensive Plan; consistent with the surrounding uses and zoning, and consistent with the criteria for approval within the Land Development Code.

We are including additional documentation and research supporting our request for conditional use as well as a Google Slides presentation that we intend to exhibit before Council.

Please contact me if there is anything we can do to help with this process.

Sincerely,

Randy Charleville

PROJECT OVERVIEW

Project Type: Conditional Use Permit | **Project Title:** Washington Blvd Duplex & ADU

ID # 24-000104 | **Started** 05/20/2024 at 3:14 PM



Address

748 Washington Bl, Abilene, TX USA 79601

Legal

Radford Hills Sec 5 Cont 1 Blk Block 8 Lot 102 Rep
Radford Hills Sec 5 Cont 1, Block 8, Lot 102 Rep, Acres
.422

Description

Empty lot zoned RS8. We are proposing to construct a duplex and detached additional dwelling unit. Most of the house in this area around the ACU campus are know long term rentals and there are zones MD & MF close by on the next street over. We intend to build an attractive street facing duplex that will compliment the aesthetic of the surrounding neighborhood protecting our neighbors property values and simultaneously meeting the need for rental property in the area. We intend to use the ADU, which we are proposing to access from the alleyway as a owner's quarters. We are including build plans of both the duplex we propose to build and the ADU so everyone will be able to get a sense of the overall scope. Our main goal is to construct the duplex. If the inclusion of the ADU makes this project questionable for the neighborhood, we are fine with forgoing its construction and just building the duplex. However, we think the RS8 lot is very sizeable and will not oversaturate the lot. Duplex: 3bed-2bath (each side) ADU: 2bed-2bath Please let us know if there is any questions or concerns and we will be happy to help any way we can. Thanks!

PROPERTY DETAILS

Property ID	13073
GEO ID	54004
Enforcement Area	North E Hwy 80

PROPERTY ADDITIONAL INFORMATION

Account Number	57500029600
Property ID	54004
Land Use	Vacant
High School	Ahs
Middle School	Craig
Elementary School	Taylor
Super Neighborhood	North E Hwy 80
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Andersen Carol	-	2713 Mcpherson Ln Flower Mound, TX 75022-4307	-	Property Owner
Randall Charleville	rjc07a@gmail.com 3253869909	302 E Ambler Ave Abilene, TX 79601	Residential Builder, Roof Contractor	APPLICANT

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	05/20/2024 at 3:33 PM	Accept	-
Conditional Use Permit Application Review	05/30/2024 at 8:50 AM	Accepted	Mason Teegardin
Planning Payment	05/30/2024 at 8:51 AM	Paid	Mason Teegardin
Create Agenda for Planning and- Zoning Commission	-	-	-
Staff Prepares Report & Send - Property Notification Letters	-	-	-
Planning & Zoning Commission - Public Hearing	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

Ellis Island Holdings

Agent Name

Randy Charleville

No. of Lots

1

Block

8

Lot

102

Acreage

.422

Legal Description of property

Radford Hills Sec 5 Cont 1, Block 8, Lot 102 REP, Acres .422

Subdivision Name

Radford Hills

Current Zoning

RS8

Proposed Zoning

No change in zoning

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-003101	05/31/2024	Randall Charleville	\$ 1,500.00	\$ 0.00	\$ 1,500.00
Fees		Account No	Total	Paid	Due
Conditional Use Permit		1004002-42001	\$ 1,500.00	\$ 0.00	\$ 1,500.00
TOTALS			\$ 1,500.00	\$ 0.00	\$ 1,500.00

CREDENTIALS

No data for Credentials.

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
No data for Occupancy Type.			

REVIEWS	DATE & TIME	STATUS	HISTORY
Conditional Use Permit Application Review	05/30/2024 at 8:50 AM	Approved	Accepted

INSPECTIONS	DATE & TIME	STATUS	HISTORY
No data for Inspections.			

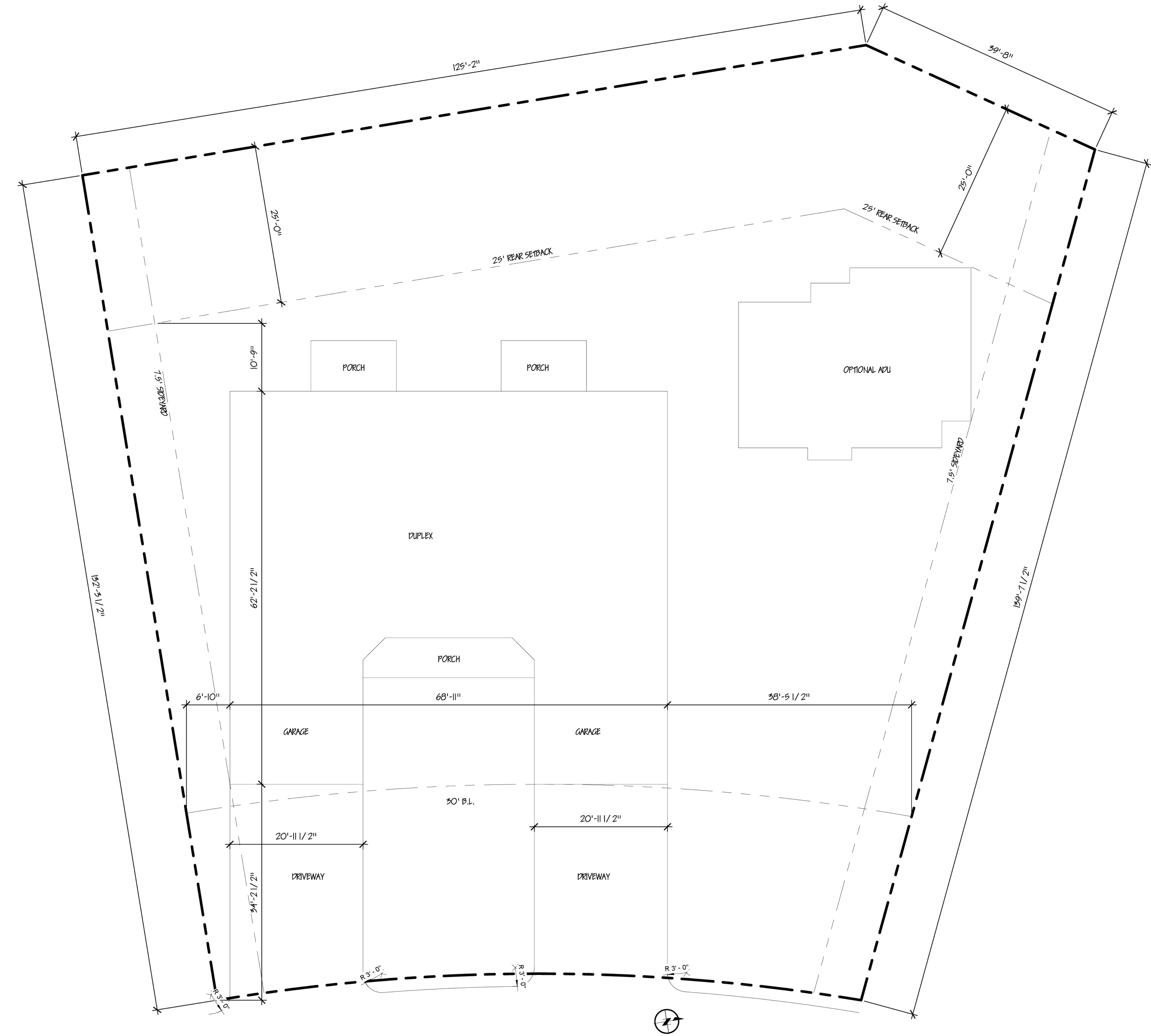
GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
No data for Generated Documents.			

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
No data for Attached Documents.		

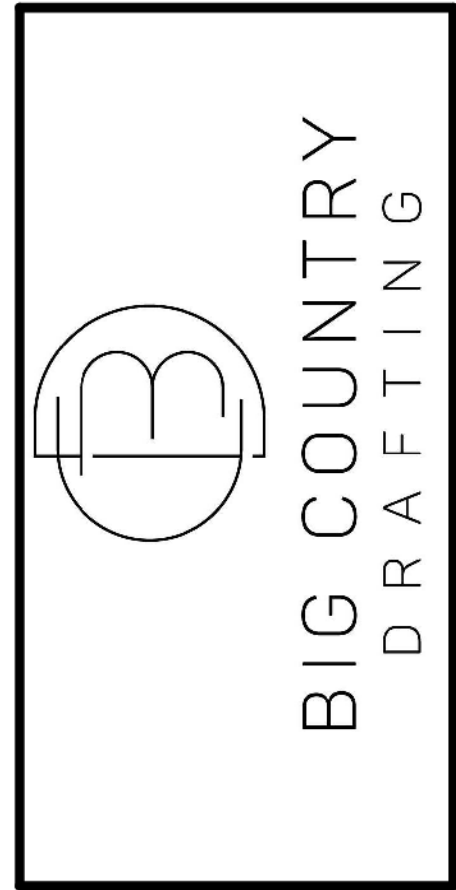
EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Conditional Use Permit Application Review	Not Uploaded	-

GENERAL COMMENTS

No data for General Comments.



① Site Plan
1/8" = 1'-0"

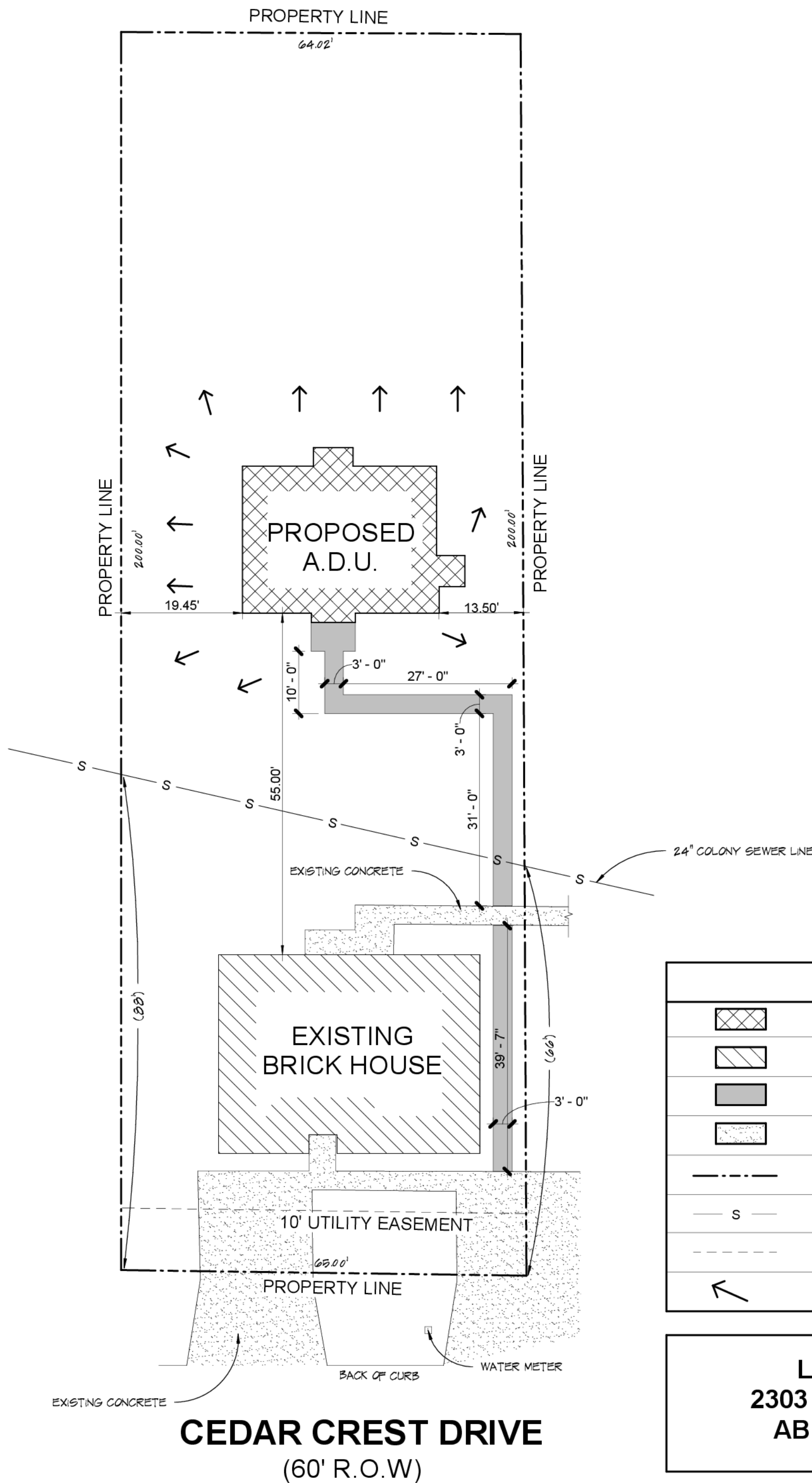


PLAN DESIGN FOR:
RADFORD HILLS SEC 5 CONT 1
BLOCK 8
748 WASHINGTON BL.

Square Footages	
Conditioned	
Garage	
Covered Patios	
Total	
Date:	4/19/2024
	REVIEW
	REVISION 1
	REVISION 2
	BID
	CONSTRUCTION
Sheet	

2 SITE PLAN

SCALE: 1/16" = 1'-0"



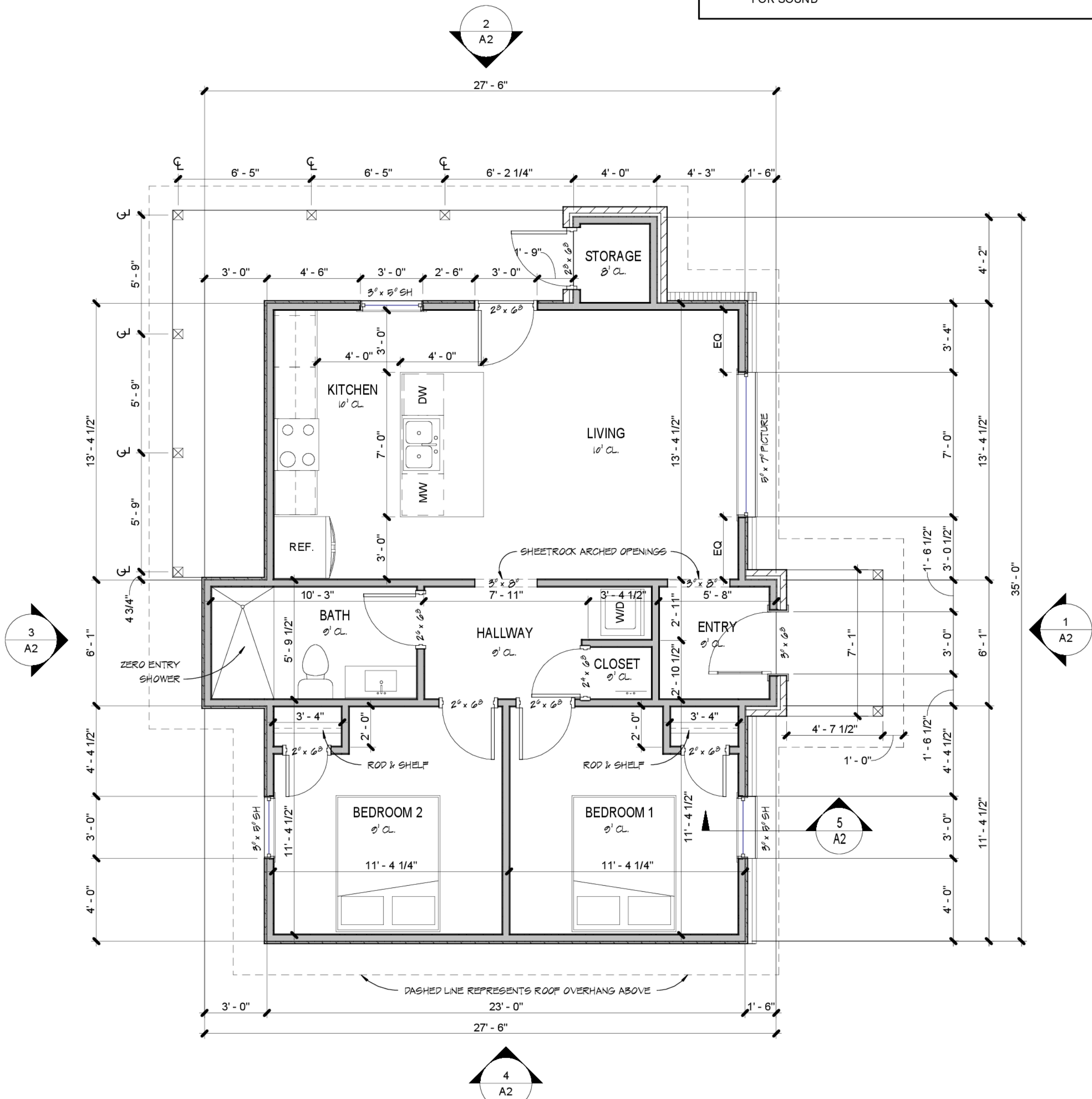
SITE PLAN LEGEND	
	NEW BUILDING
	EXISTING BUILDING
	NEW CONCRETE
	EXISTING CONCRETE
	PROPERTY LINE
	EXISTING SEWER LINE
	UTILITY EASEMENT
	SLOPE OF GRADE TO DRAIN

LOT 125, BLOCK 34
2303 CEDAR CREST DRIVE
ABILENE, TEXAS 79601



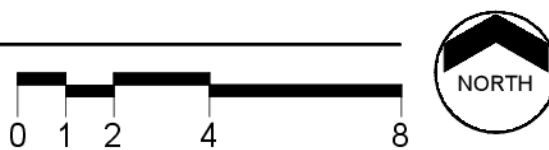
PLAN NOTES

- ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
- BLOCKING SHALL BE REQUIRED IN ALL STUD WALLS TO RECEIVE SHELVING, CASE WORK, DOOR STOPS AND ALL OTHER SIMILAR ITEMS REQUIRING A SECURE ANCHOR
- ALL INTERIOR BATH AND BEDROOM WALLS TO BE INSULATED FOR SOUND



1 FLOOR PLAN

SCALE: 1/4" = 1'-0"



GENERAL NOTES

- THESE PLANS ARE INTENDED TO MEET ALL APPLICABLE CODES AND ORDINANCES. CONTRACTOR TO COMPLY WITH ALL LOCAL CODES AND ORDINANCES AND DEED RESTRICTIONS.
- DESIGN SHALL MEET THE 18" ABOVE GUTTER REQUIREMENTS PER CITY CODE.
- SITE SHALL DEMONSTRATE FINISH GRADES 12" BELOW FOUNDATION ON ALL FOUR CORNERS PER CITY CODE.
- ALL MATERIALS SHALL MEET ALL APPLICABLE STATE AND LOCAL CODES.
- PROVIDE CONTROL AND EXPANSION JOINTS AS REQUIRED ON CONCRETE WALKS, PATIOS, AND APPLICABLE EXTERIOR WALLS.

SF CALCULATION

CONDITIONED	675 SF
FRONT PORCH	33 SF
BACK PORCH	144 SF
EXTERIOR STORAGE	13 SF
TOTAL SQUARE FOOTAGE UNDER ROOF	
CONDITIONED	675 SF
UNCONDITIONED	190 SF
TOTAL	865 SF

INDEX OF SHEETS

- A1 - SITE PLAN AND FLOOR PLAN
A2 - ELEVATIONS, ROOF PLAN, AND WALL SECTION
A3 - FOUNDATION PLAN, ELECTRICAL PLAN, AND RCP

SHEET ISSUES

ISSUED FOR PERMIT / CONSTRUCTION

06/01/2022

CEDAR CREST ADU

SITE PLAN AND FLOOR PLAN

DRAWINGS PROVIDED BY:

JADEN DEMENT
4039 PRIVATE ROAD 1102
BAIRD, TX 76804

DATE:

06/01/22

SCALE:

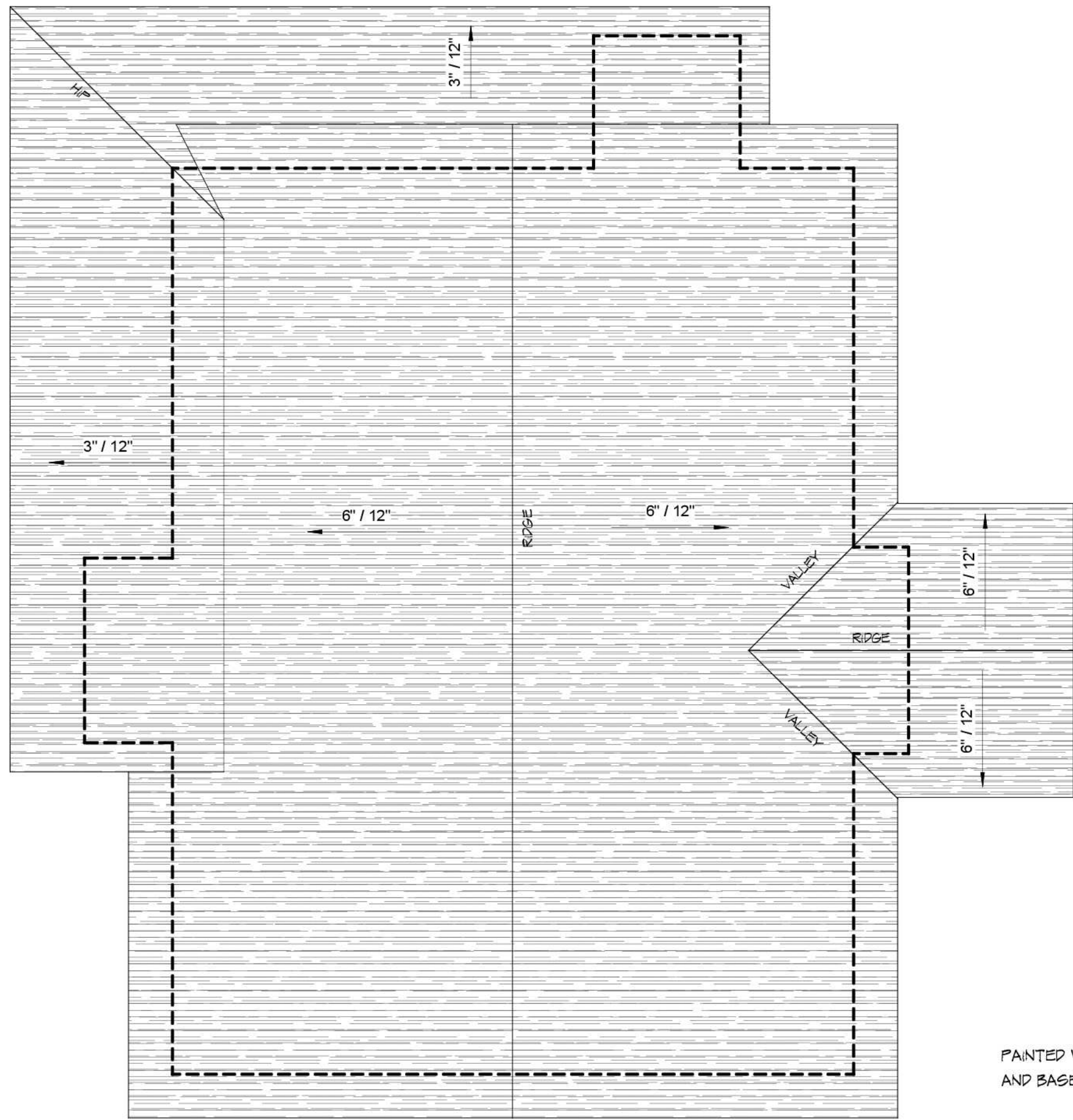
As indicated

SHEET:

A1

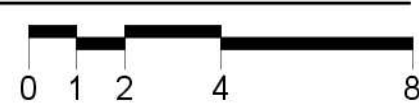


7 PERSPECTIVE VIEW

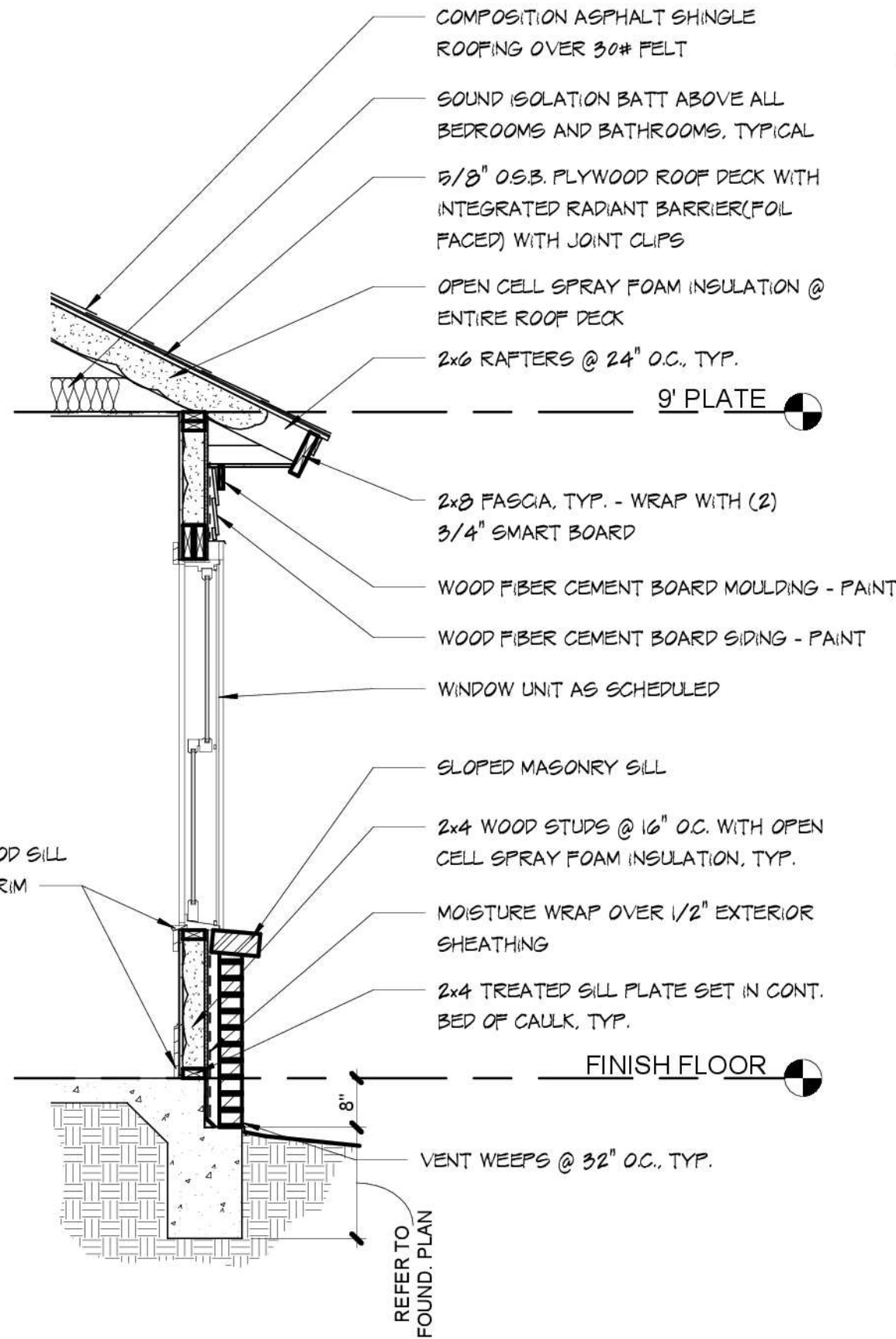


6 ROOF PLAN

SCALE: 1/4" = 1'-0"

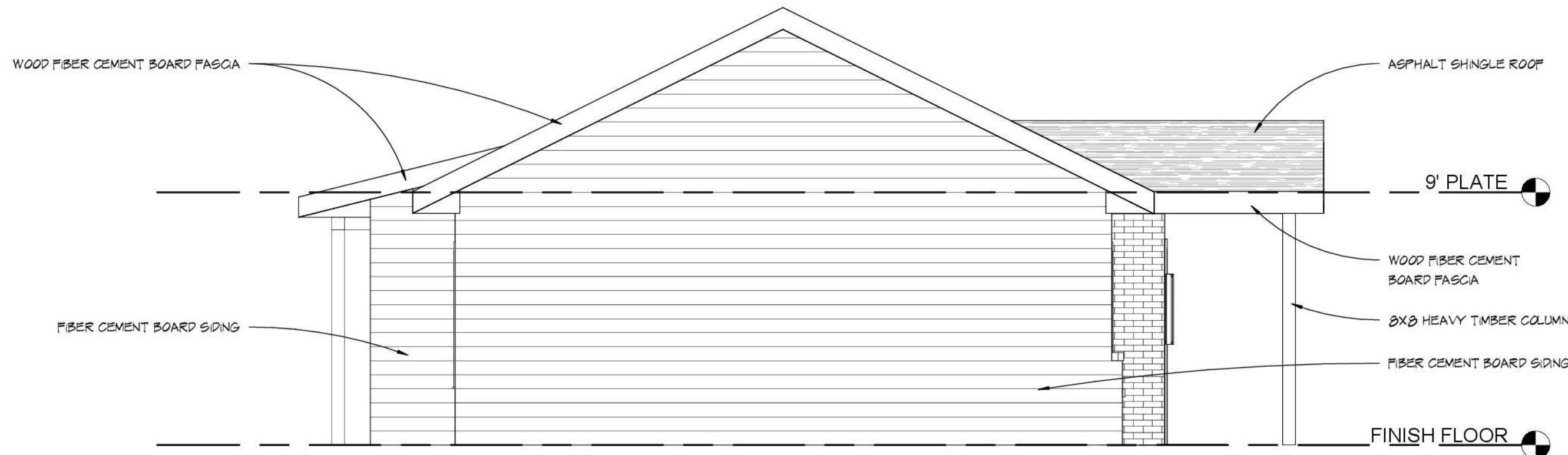


MASONRY CALCULATION
TOTAL MASONRY SURFACE AREA: 290 SF



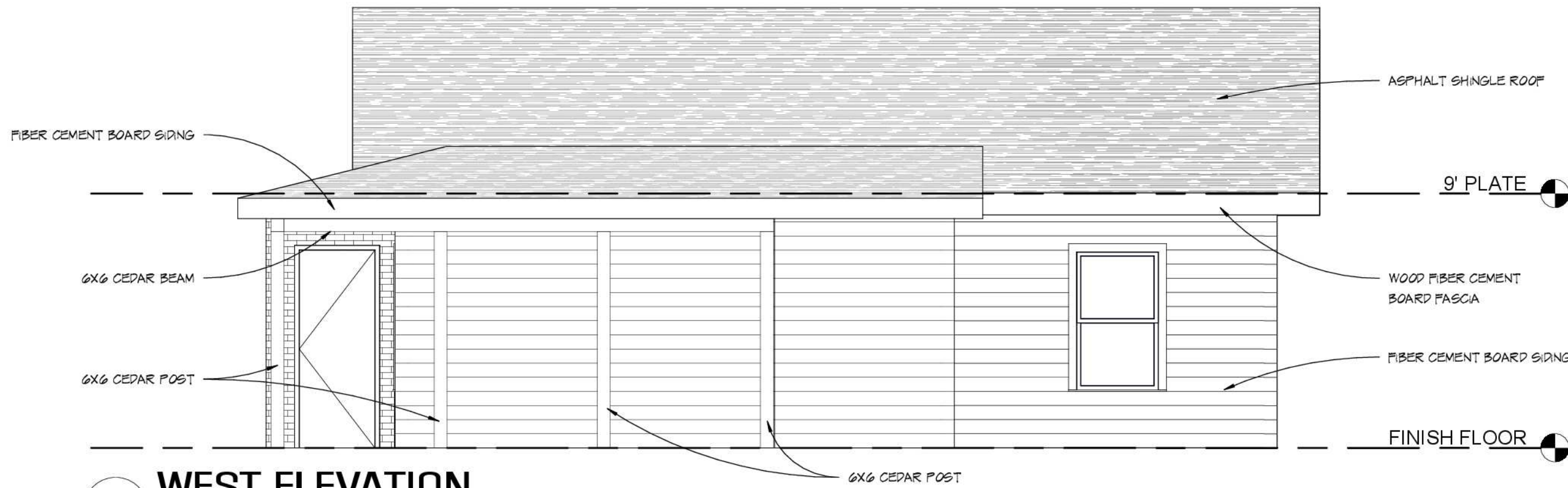
5 TYPICAL WALL SECTION

SCALE: 1/2" = 1'-0"



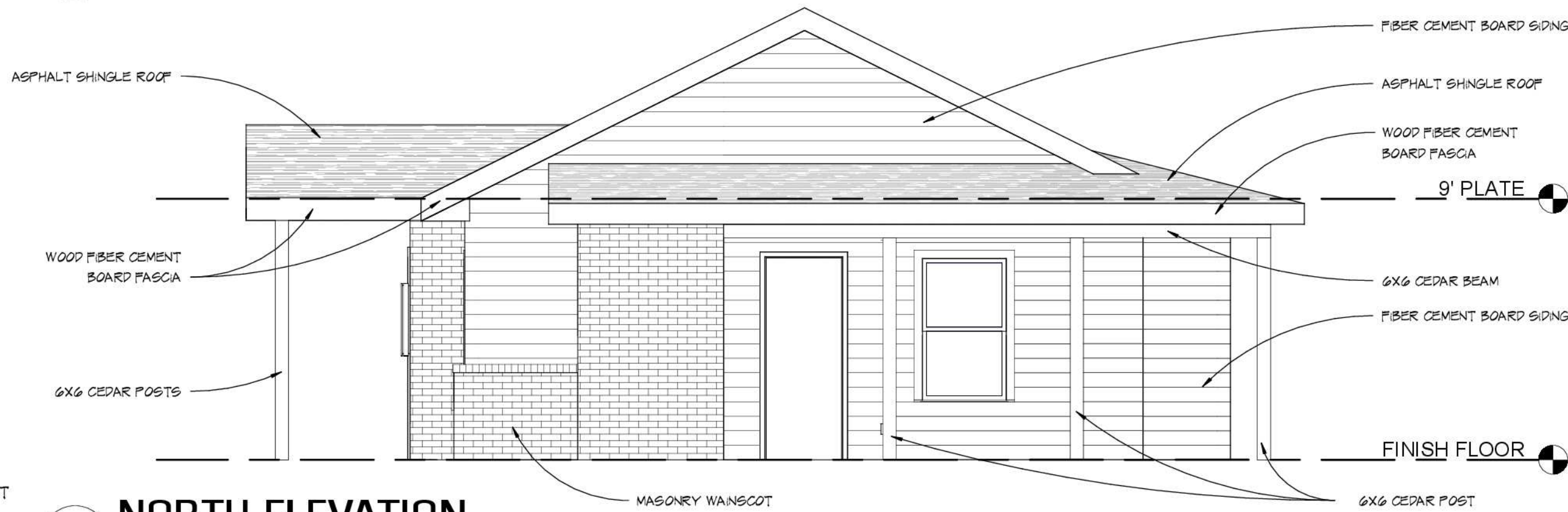
4 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



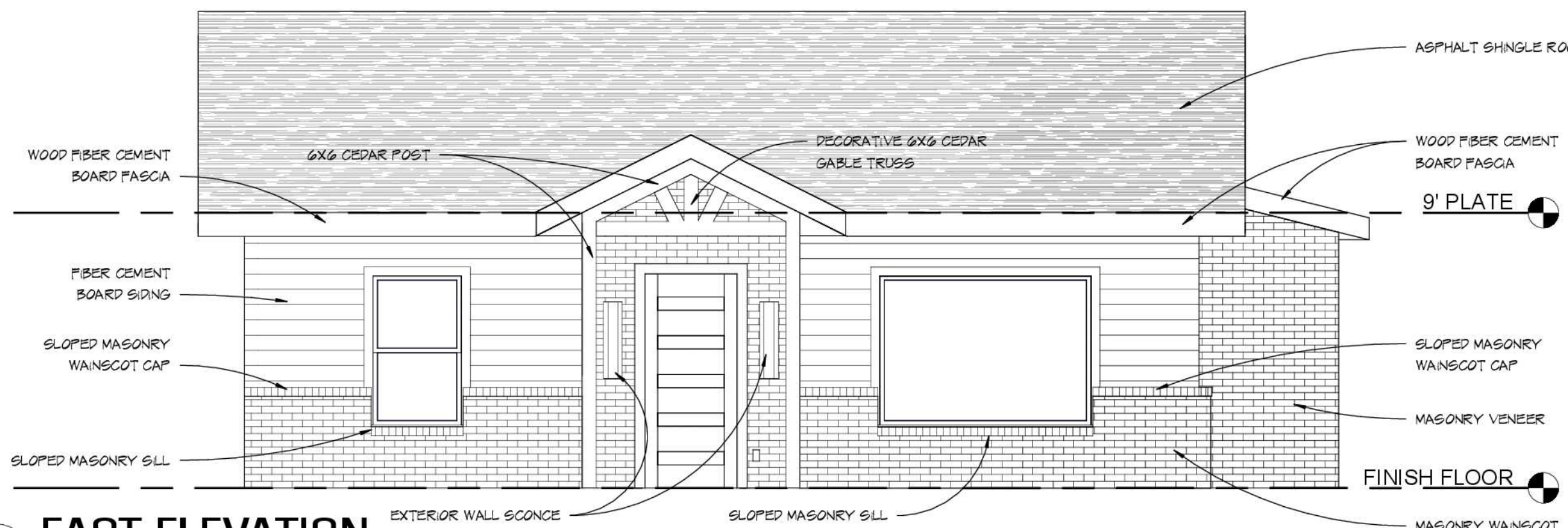
3 WEST ELEVATION

SCALE: 1/4" = 1'-0"



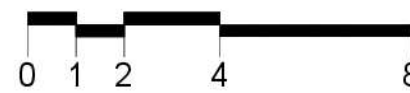
2 NORTH ELEVATION

SCALE: 1/4" = 1'-0"



1 EAST ELEVATION

SCALE: 1/4" = 1'-0"



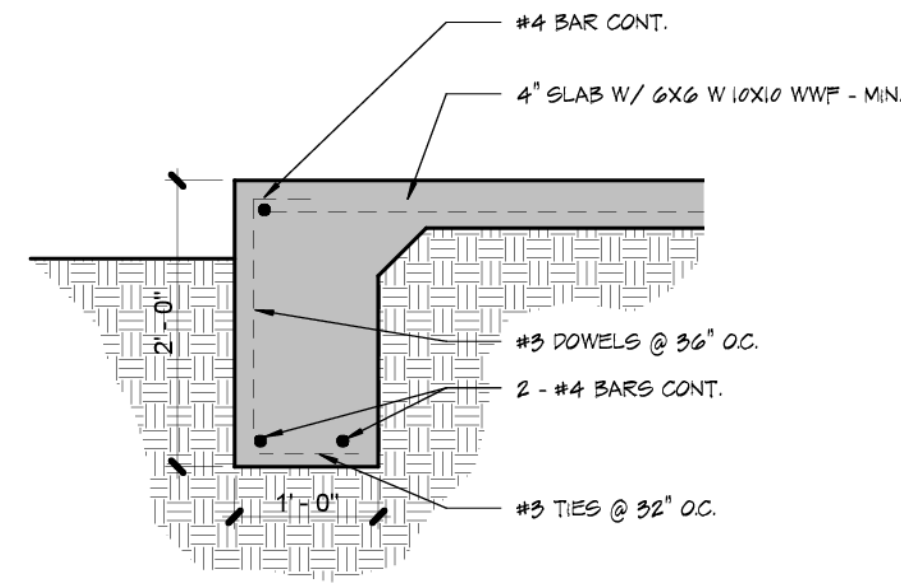
SHEET ISSUES
ISSUED FOR PERMIT / CONSTRUCTION
06/01/2022

CEDAR CREST ADU
ELEVATIONS, ROOF PLAN, AND WALL SECTION

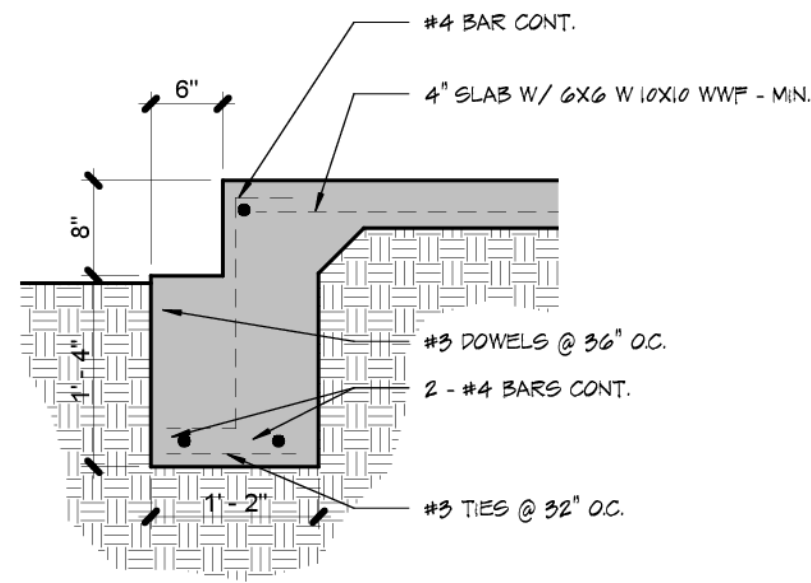
DRAWINGS PROVIDED BY:
JADEN DEMENT 4039 PRIVATE ROAD 1182 BARRO, TX 76004

DATE:
06/01/22
SCALE:
As indicated
SHEET:

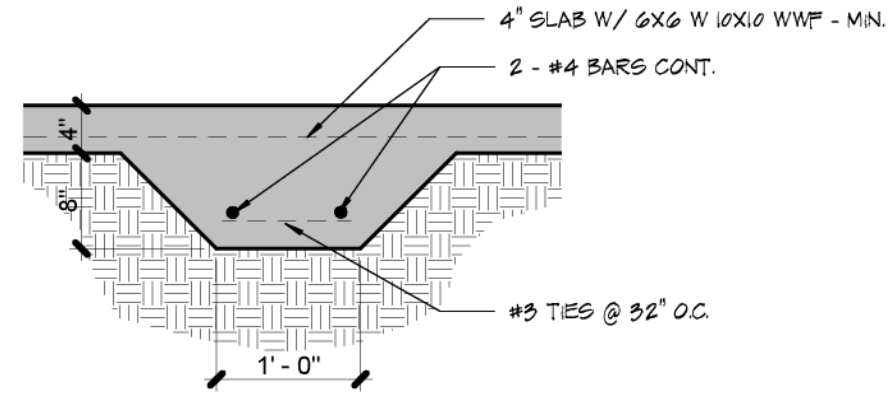
A2



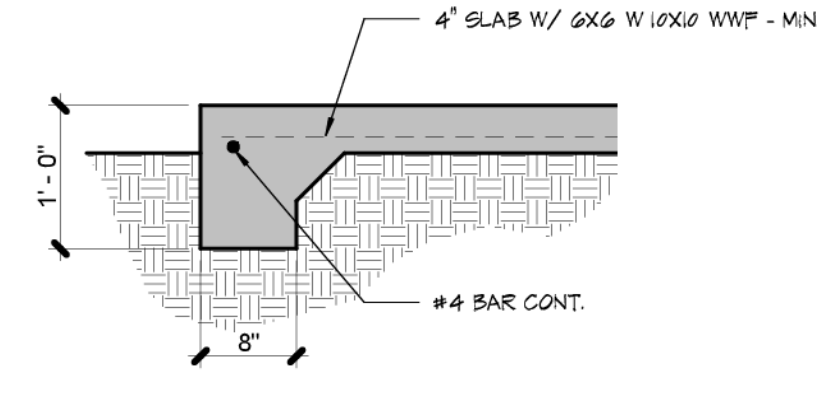
3 TYPICAL EXTERIOR BEAM
SCALE: 3/4" = 1'-0"



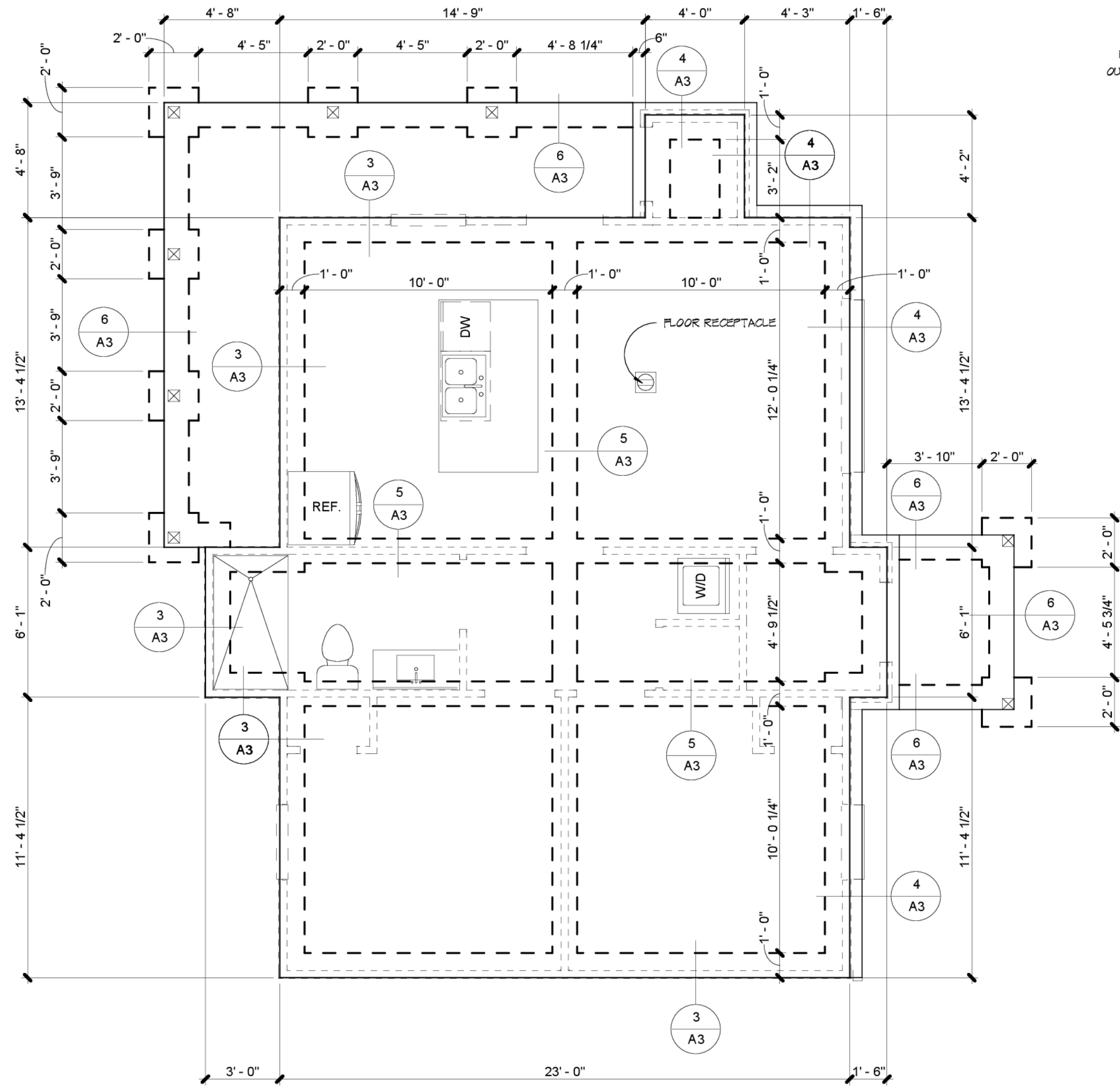
4 TYPICAL EXTERIOR BEAM
SCALE: 3/4" = 1'-0"



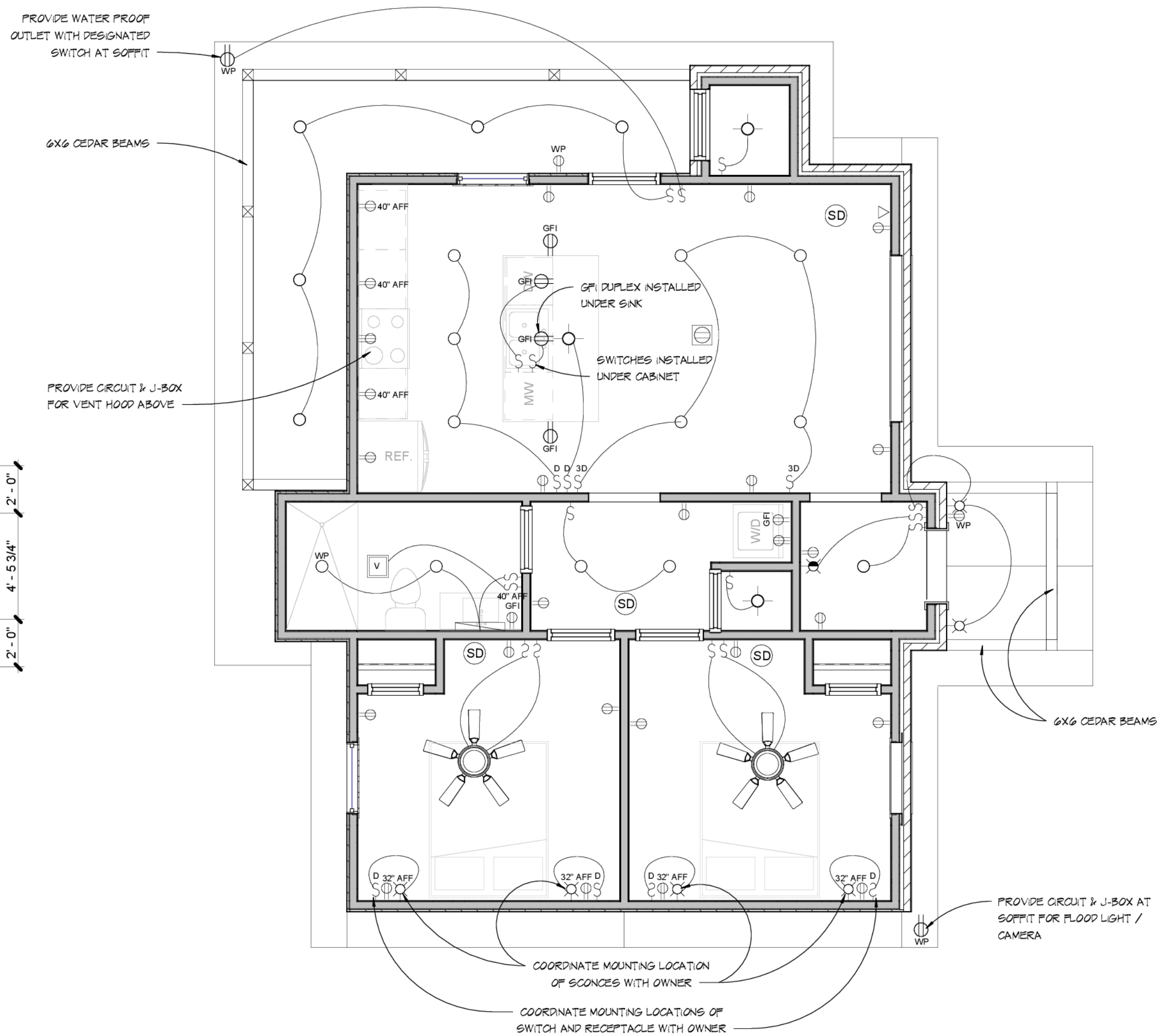
5 TYP. THICKENED SLAB
SCALE: 3/4" = 1'-0"



6 TYPICAL PORCH BEAM
SCALE: 3/4" = 1'-0"

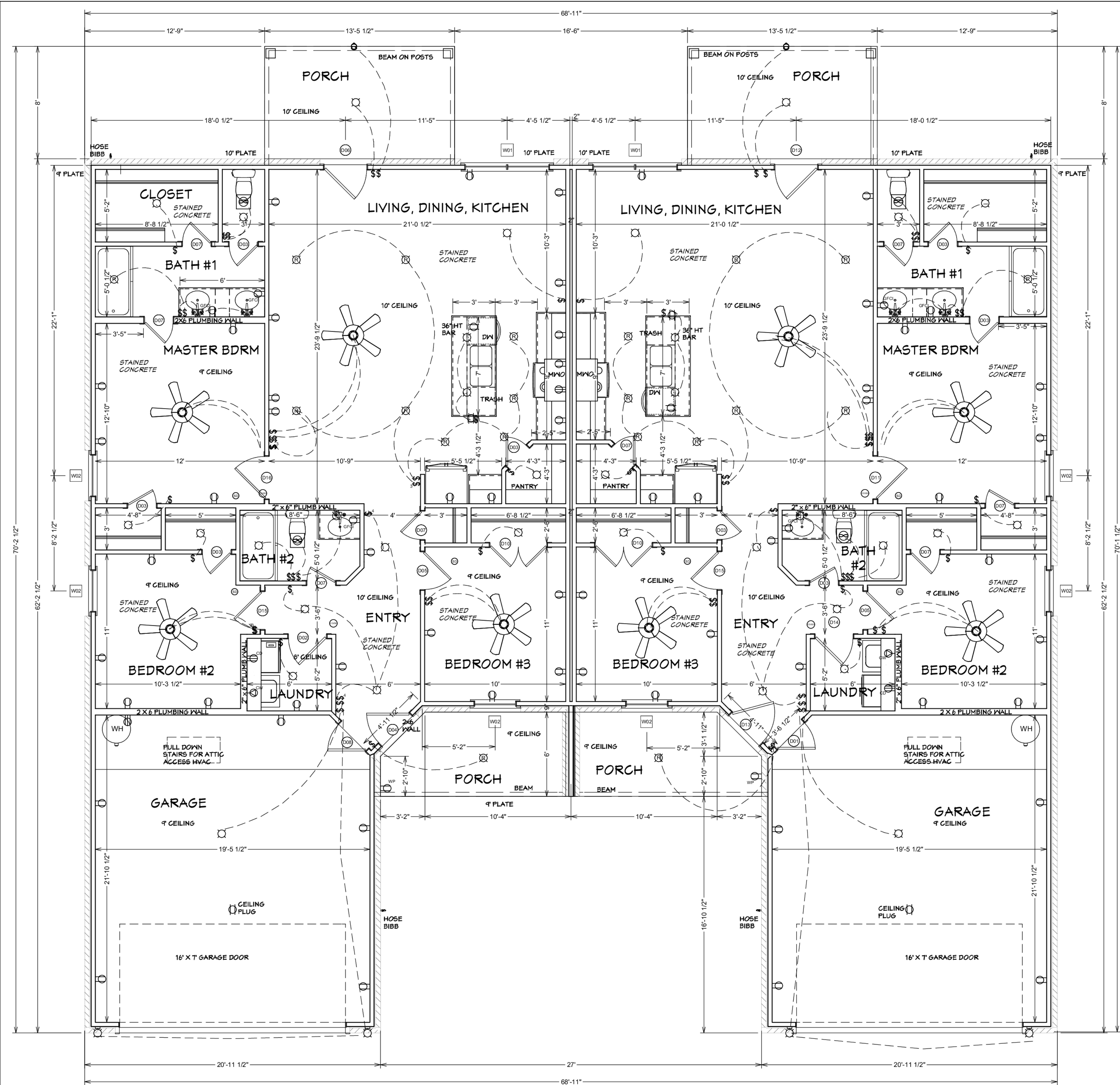


2 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



1 RCP / ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

ELECTRICAL SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
	CEILING FAN & LIGHT KIT
	110V DUPLEX OUTLET
	110V GFI DUPLEX OUTLET
	110V WATERPROOF OUTLET
	220V OUTLET
	CABLE OUTLET
	SWITCH
	SWITCH, DIMMABLE
	SWITCH, THREE WAY
	SWITCH, THREE WAY DIMMABLE
	110V DUPLEX FLOOR OUTLET
	VENT, LIGHT, AND/OR HEAT FIXTURE
	RECESSED DOWN LIGHT
	RECESSED DOWN LIGHT - WATER PROOF
	FLUSH MOUNTED LIGHT FIXTURE
	VANITY SCONCE FIXTURE MOUNTED ABOVE MIRROR
	WALL MOUNTED SCONCE FIXTURE
	WALL MOUNTED ART DISPLAY SCONCE FIXTURE
	SMOKE DETECTOR



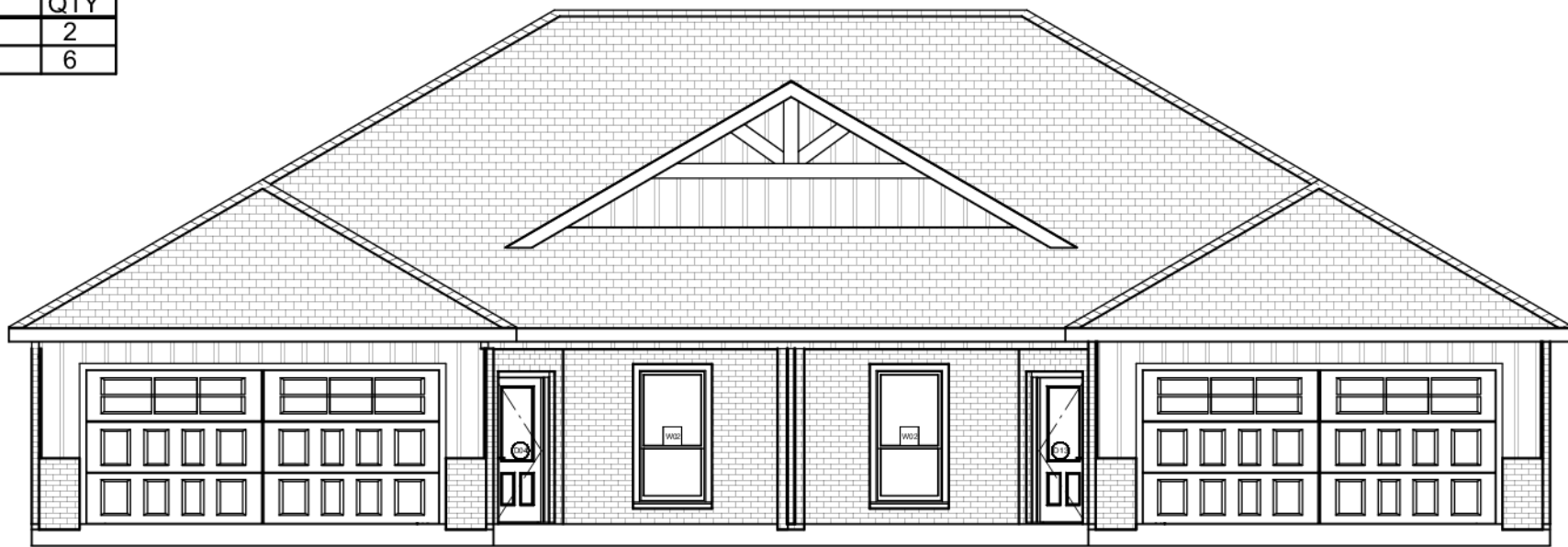
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2868 R EX	HINGED	1 3/4"	FIRE-RATED	1
D02	2868 L IN	HINGED	1 3/4"		1
D03	2068 L IN	HINGED	1 3/8"		8
D04	3068 R EX	HINGED	1 3/8"	FRONT ENTRY	1
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	GLASS	1
D07	2068 R IN	HINGED	1 3/8"		8
D08	2868 L EX	HINGED	1 3/4"	FIRE-RATED	1
D10	4068 L/R IN	DOUBLE HINGED	1 3/8"		2
D11	3068 R IN	HINGED	1 3/8"		1
D12	3068 L EX	HINGED	1 3/4"	GLASS	1
D13	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1
D14	2868 R IN	HINGED	1 3/4"		1
D15	2868 R IN	HINGED	1 3/8"		2
D16	3068 L IN	HINGED	1 3/8"		1

WINDOW SCHEDULE				
LABEL	SIZE	TYPE	COMMENTS	QTY
W01	6060	MULLED UNIT	TWIN TEMPERED	2
W02	3060	DOUBLE HUNG	TEMPERED	6

NOTES:

1. ALL 9' PLATES EXCEPT WHERE OTHERWISE NOTED.
2. STEEL LINTELS OVER APPLICABLE OPENINGS TO SUPPORT/BRICK ROCK.
3. HVAC IN ATTIC.
4. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
5. STUD WALLS DIMENSIONED AT 3-1/2".

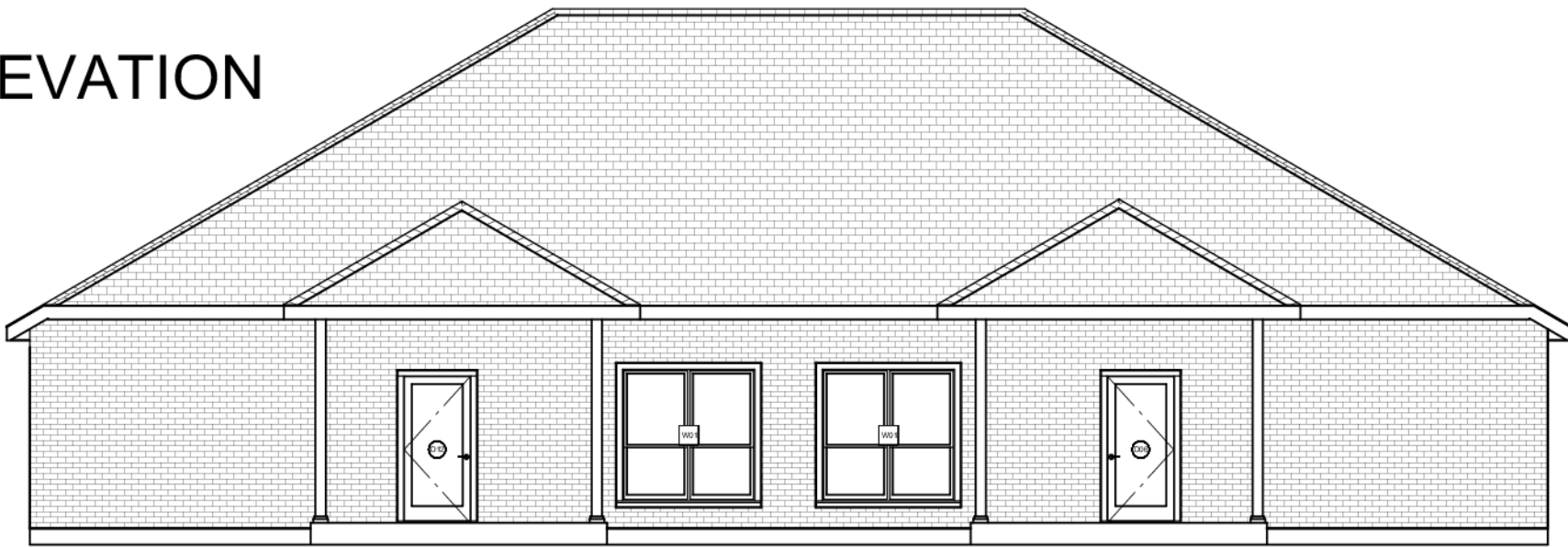
EACH SIDE: 1369
TOTAL SQUARE FOOTAGE: 2738
PORCHES: 368
GARAGES: 942
TOTAL SLAB SQ FT: 4048



FRONT ELEVATION 1/8 in = 1 ft



LEFT ELEVATION



REAR ELEVATION

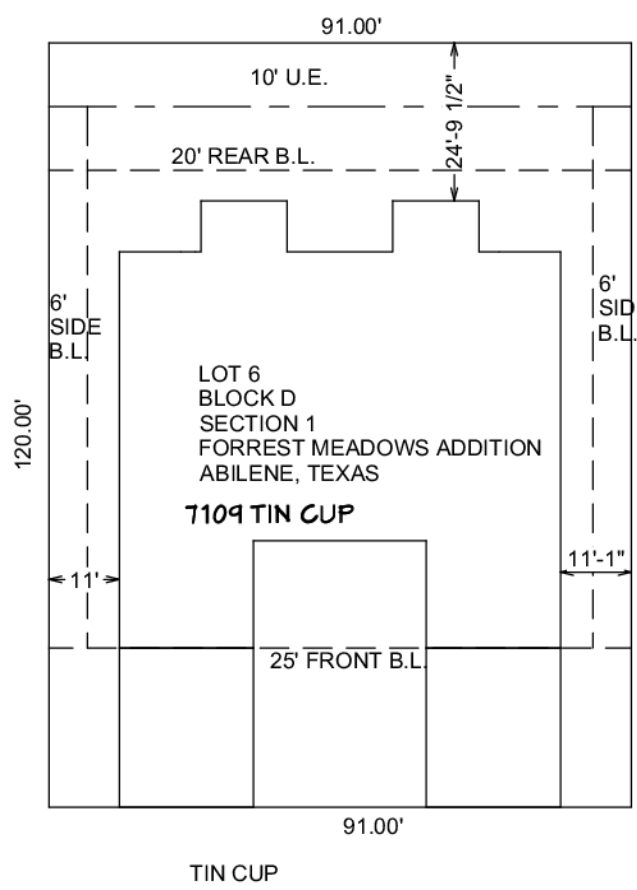


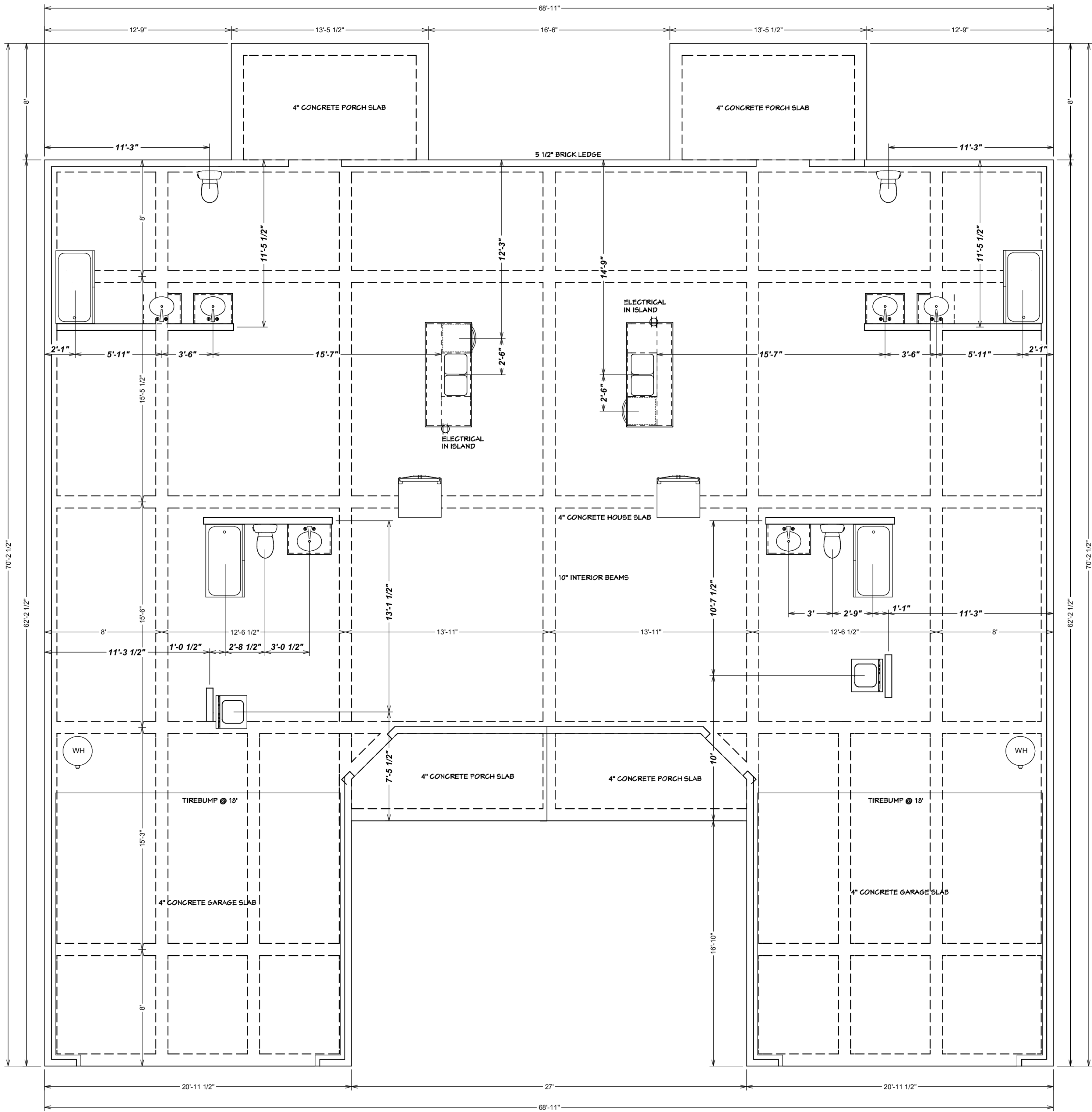
RIGHT ELEVATION

7109 TIN CUP

LANTRIP'S CUSTOM HOMES			
Date: JAN 2022	Scale: 1/4" = 1'	2738 Sq. Ft.	gpr
FLOOR PLAN AND ELEVATIONS			
Page #: 1 OF 2	Drawing #: LANTRIP-22-2738		

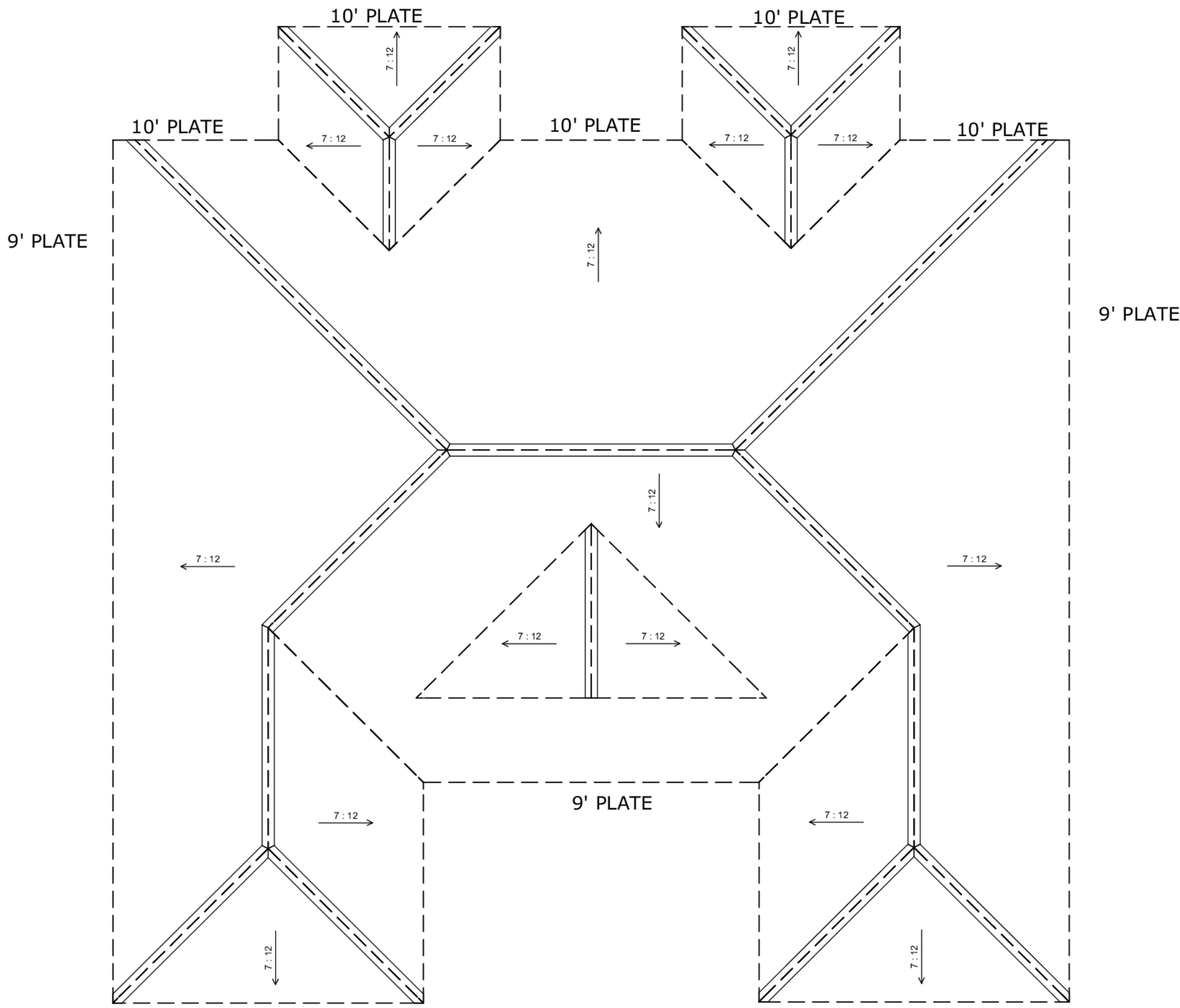
PLOT PLAN 1 in = 30 ft



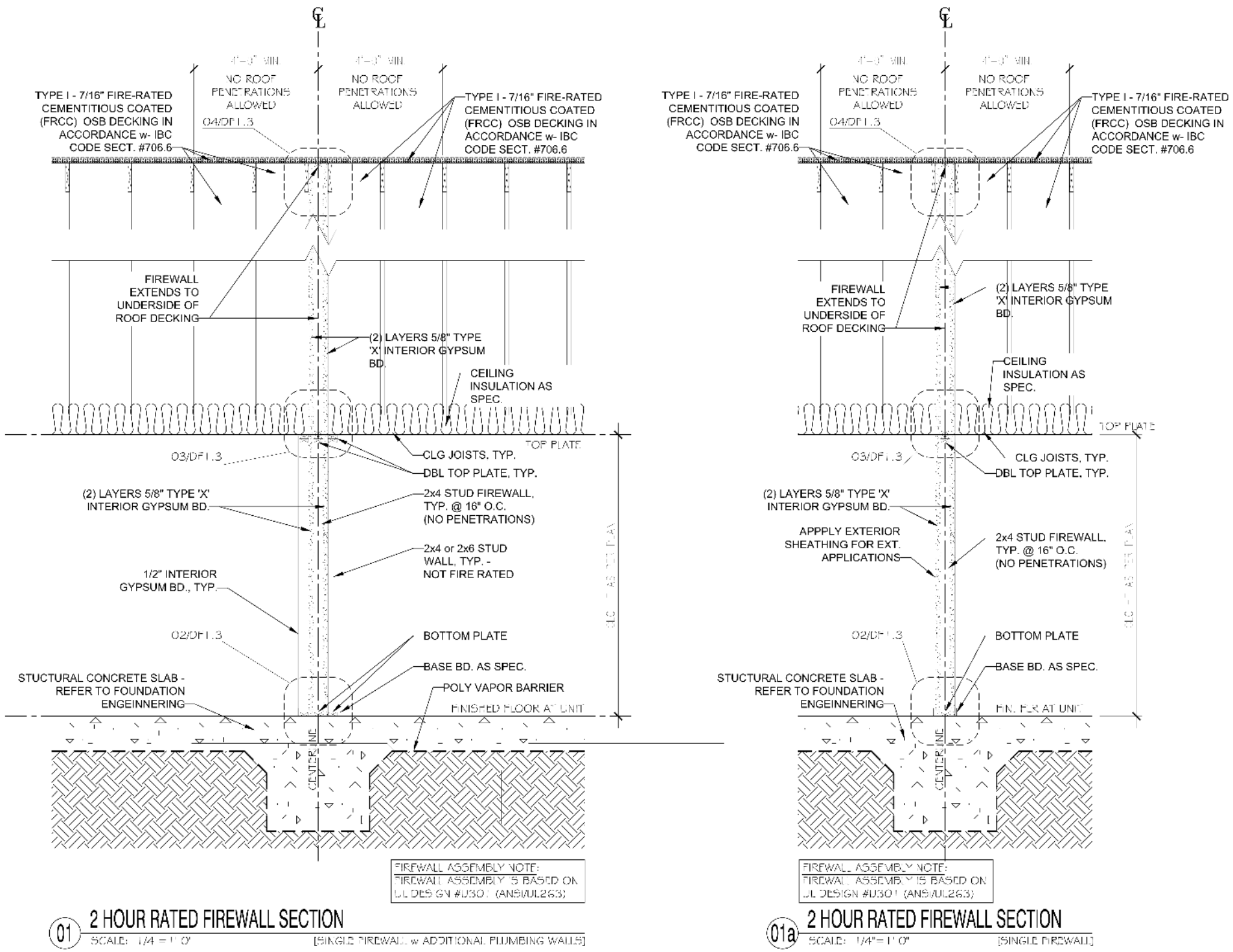


CONCRETE AREA
4048 SQ FT

Foundation



ROOF PLAN 1/8 in = 1 ft



NOTE:
MEETS REQUIREMENTS OF SECTION R302.1 OF IRC 2018

7109 TIN CUP

LANTRIP'S CUSTOM HOMES			
Date: JAN 2022	Scale: 1/4" = 1'	2738 Sq. Ft.	gpr
FOUNDATION & ROOF PLANS			
Page #: 2 OF 2	Drawing #: LANTRIP-22-2738		

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 13073

Your Name: CHANEY CHAD J & MICHELLE L

I am in favor of the request ☐

Requestor's Address: 748
Washington
Blvd

Your Property Address: 709 SCOTT PL

JUN 24 AM 11:15

Your Parcel ID: 14535

I am opposed to the request ☒

Signature: *Michelle Chaney*

Additional Comments:

This property is surrounded by single family homes. We specifically bought in this neighborhood to NOT be around multi family properties. The negatives are big for our property. This will not help our neighborhood retain its appeal. Please do not approve this.

X - ~~even enough properties~~ I'm sure there are other properties in town that would Not need a conditional use permit. Those properties would be a much better choice for this build.

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

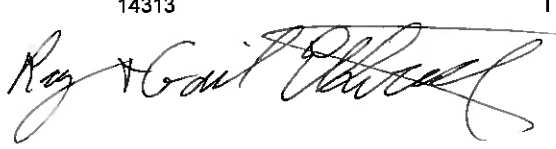
You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

JUN 21 AM 9:56

Requestor's Parcel ID:	13073	Your Name:	ETHEREDGE RAY & GAIL C	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	633 SCOTT PL	
		Your Parcel ID:	14313	I am opposed to the request ☒
		Signature:		

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

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Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 13073

Your Name: CHANEY CHAD J & MICHELLE L

I am in favor of the request ☐

Requestor's Address: 748
Washington
Blvd

Your Property Address: 709 SCOTT PL

JUN 24 AM 11:15

Your Parcel ID: 14535

I am opposed to the request ☒

Signature: *Michelle Chaney*

Additional Comments:

This property is surrounded by single family homes. We specifically bought in this neighborhood to NOT be around multi family properties. The negatives are big for our property. This will not help our neighborhood retain its appeal. Please do not approve this.

X - ~~even enough properties~~ I'm sure there are other properties in town that would Not need a conditional use permit. Those properties would be a much better choice for this build.

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

JUN 28 PM12:34

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	13073	Your Name:	POWELL GREGORY & MARY CYNTHIA	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	717 SCOTT PL	
		Your Parcel ID:	14640	I am opposed to the request ☒

Signature:

Hugory Powell Mary Cynthia Powell

[Planning] Objection to Zoning Request - 748 Washington Blvd. CUP-2024-05 [- Project 24-000104]

Ben Grant <grantbortem@gmail.com>

Thu, Jun 27, 2024 at 2:28 PM

To: planning@abilenetx.gov

Dear Planning & Zoning Commission,

I am writing to voice my objection to the pending zoning request for the empty lot at 748 Washington Blvd. I live at 726 Byrd Drive, and have lived here for over 10 years. The subject neighborhood: bounded on the north by EN 10th, on the east by Judge Ely Blvd., on the south by AEP's transmission right of way, and to the west by Cockrell Drive (image from the Abilene GIS P&Z Map below) is an older neighborhood with older well-kept homes, mature landscaping, large lots, and quiet living. The residents value the area for these reasons, as well as the central location and proximity of the neighborhood to downtown, Hendrick Medical Center, the northside commercial development (and ACU), and many of the other wonderful attributes of Abilene. The residential area north of this neighborhood (north of EN 10th) has many college rental properties. However, to-date, this neighborhood has remained overwhelmingly single-family owner-occupied homes, allowing those of us in the neighborhood to protect what we value about this area.

I urge the Planning & Zoning Commission to deny the proposed zoning request because a multifamily structure is (a) *not the highest and best use* of that tract, (b) *would be inconsistent with the surrounding neighborhood*, and (c) *could negatively impact property values* in the surrounding area.

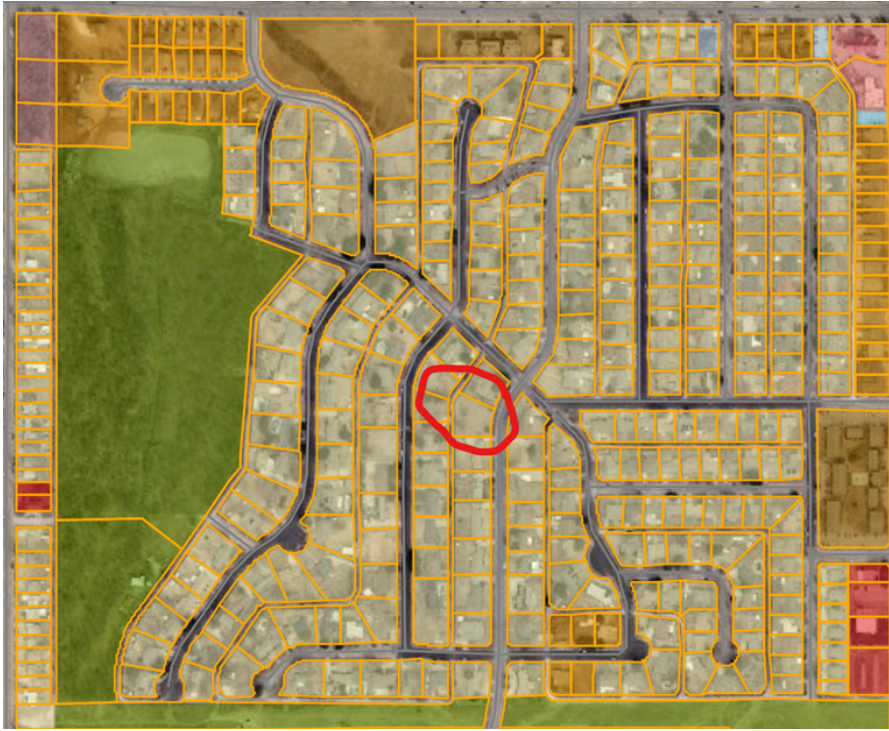
Highest and Best Use: The highest and best use of 748 Washington Blvd. is for the construction of a single-family residence and not for the construction of a multifamily structure. I have owned my home at 726 Byrd Drive since 2013 but have known the property since approximately 2004 (as this home was previously owned by my mother and father-in-law who sold it to us). In that time, many homes that had been owned for many, many years by the same owner have been sold and most have sold to families who have invested in improving their properties in order to increase property values. One example that springs to mind is my neighbor, at 718 Byrd Drive, who purchased a large unique older home and has poured substantial resources into creating an amazing and inviting updated home. Further, several homes that were once rental properties, have since been sold to families who have put down roots. Lastly, and most applicable to this situation, some of the remaining unimproved lots (there are a handful) that have sat vacant since the subdivision was developed in the 60s have sold and new homes have been built. For example, 624 Scott Place recently sold and a family built a beautiful 2,200 square foot single-family home on the lot. Again, the highest and best use of 748 Washington Blvd. is for the construction of a single-family residence.

Inconsistent with the Surround Neighborhood: Approving the zoning application to allow the owner to construct a multifamily structure would be highly inconsistent with the surrounding neighborhood. As you can see in the image from the Abilene GIS P&Z map, the neighborhood is overwhelmingly zoned Residential Single-Family (whether RS-12, RS-8, or RS-6). The subject tract (circled in red below) is directly in the middle of a large number of exclusively Residential Single-Family tracts. The closest multifamily zoned tract in any direction is a minimum of ¼ of a mile away, if not more. Allowing this requested zoning change would be highly out of character with the surrounding neighborhood.

Negative Impact to Property Values: An additional concern to approving this zoning application change is that this could lead to further multi-family development within this neighborhood and that, over time, this could negatively impact property values in the neighborhood. As I mentioned before, most owners in this neighborhood work to improve and maintain their property. Values in this neighborhood have increased over the last decade. It is important to protect and encourage that continued investment on the part of current owners in order that values continue to increase.

Thank you for your attention to my concerns.

Thanks,
Ben Grant
726 Byrd Drive
Abilene, TX 79601
(325) 439-9231



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[Planning] Zoning Notification Response Form Case # CUP-2024-05

1 message

Robert Summers <texas18tyco@gmail.com>
To: planning@abilenetx.gov

Fri, Jun 28, 2024 at 5:03 PM

To whom it may concern,

Please find our zoning notification response attached.

In addition to the attached form, we would like to express that we are very concerned of how this decision may potentially affect our living situation. We have lived in this neighborhood for close to 3 years now and have not had any major issues concerning neighbors, our general safety, etc., however, we feel that allowing this zoning change could present some challenges that, quite frankly, we really don't want to have to deal with.

We particularly chose this neighborhood and the house we live in knowing that we would be in a safe space, however, knowing how this zoning change could threaten that as well as also affect the market value of our property are areas of concern. We chose this neighborhood because it is a residential area conducive for family households. It is not meant to be a high turnover area with renters coming and going.

Given the location of the lot in relation to our home, we feel that our concerns should be given top priority considering that we would be directly impacted in many ways.

Thank you for your time and the attention you have given to our concerns.

Sincerely,

Robert and Veronica Summers

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**Zoning Notification - signed.pdf**

141K

[Planning] Objection to zoning request - 748 Washington

1 message

Taylor Parrish <taylorrheanne@gmail.com>
To: planning@abilenetx.gov

Sun, Jun 30, 2024 at 3:24 PM

Dear Planning & Zoning Commission,

I am writing to voice my objection to the pending zoning request for the empty lot at 748 Washington Blvd. I live at 734 Drive, and have lived here for almost 7 years. We chose this neighborhood because of its well-kept homes, mature landscaping, large lots, and quiet living.

We have worked to improve our own home and lot and have put down roots, intending to stay here for a long time. We love how many families and children are in this neighborhood, and we frequently go for walks and bike rides through the streets of our neighborhood. Adding a multi-residence structure on that lot would drastically increase traffic and cause parking issues on the main thoroughfare of the neighborhood. This would make our neighborhood less family-friendly and less safe for our children.

It would also be abnormal/inconsistent with all other homes in the neighborhood. It would be the proverbial "sore thumb" of the neighborhood--right on the main road thereof. I fear that this could ultimately negatively impact the neighborhood as a whole and lead to more multi-residence structures and drive down property values. After 7 years of investment and work on my personal property, it would be a tremendous disappointment for the zoning commission to approve a structure that decreases the value of my own home.

If someone wants to put a single-family home on that lot and join our neighborhood culture of homes with owner occupants and families, I would welcome them! A single-family home would certainly be the best use of the property. But please protect our neighborhood from the inevitable transience (and often subsequent carelessness and lack of maintenance) of having multiple rental property structures right in the middle of our neighborhood.

I respectfully request that you deny the rezoning request. This lot was zoned to be a single-family residential lot... and that's exactly what it should be.

Sincerely,
Taylor Parrish
734 Byrd Drive
Abilene, TX 79601
682.307.8445

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[Planning] Objection to the Rezoning Request of 748 Washington Blvd CUP-2024-05

1 message

Tammy Anderson <dmatka4@gmail.com>
To: planning@abilenetx.gov

Sat, Jun 29, 2024 at 6:38 PM

To Whom it may concern,

I am writing to express my objection to the possible rezoning of 748 Washington Blvd. I am the current owner of the adjacent property at 750 Washington Blvd. We have been owners of this home since 2010 and have enjoyed raising our family in this quiet oasis near ACU where my husband works. We have tended to many neighbors through the years who have had small children, and many more who are of retirement age and beyond. We have been able to create what feels like a safe haven to care for one another because we know who lives here. We get to know our neighbors.

The proposed use of the property next to us, though it isn't clear whether it will be monthly rentals, or nightly rentals, will not bring others here to stay. It will encourage a parade of new people where the residents that pay taxes and create community will not know who may be lurking in the shadows. I think that it will ultimately pose a great risk to the safety of the children and the elderly in our neighborhood.

In this particular economy I understand the developer's desire for creating a new source of revenue for the possibility of bringing in those visiting Abilene or for wanting several streams of income from one location. Unfortunately, the safety of our children, the cohesiveness of our neighborhood, and our property values are all pitted against one man's desire for more. There are plenty of places outside of our neighborhood that are not single family zoned that would be better suited for such a development. Please consider rejecting this rezoning request so that this older, well-established neighborhood can take care of one another in the safety of their current single-family zoning status.

Thank you for your consideration.

Sincerely,
Tammy Anderson
750 Washington Blvd

--

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[Planning] Zoning Notification Response Form - Case# CUP-2024-05: Opposed

2 messages

'Duane Anderson' via Planning Services <planning@abilenetx.gov>

Fri, Jun 28, 2024 at 3:02 PM

Reply-To: Duane Anderson <dma09a@acu.edu>

To: planning@abilenetx.gov

Dear Mr. Holland,

Thank you for the notification of the request for rezoning the lot adjacent to mine. I'm writing to indicate my "opposed position" to the zoning change request (case # CUP-2024-05).

Some of my concerns, I believe, would be the same for most people in my position. Having a triplex unit next door to my house would decrease the perceived value of my home. Families with kids would likely shy away from buying a home next to a triplex.

Another problem would be parking and trash pickup. Having a triplex built on such a small lot would not leave room for adequate parking on the lot itself, leaving the street in front of my house to become a parking lot for the 6+ cars. Our shared dumpsters are already full most days as it is, I can't imagine have three more dwellings full of people.

Having one family home built there would increase noise levels as it is but to have three dwellings, renting to college students most likely, would increase the noise potential exponentially. Since my bedroom and my kids bedrooms are all on that side of the house that faces the empty lot, additional noise would be heard. I work at ACU and mentor a lot of college students. So I have no bias against students, I just also know they are generally not the quietest with gatherings and parties, not always alcohol free. Also, I am aware how students and others will rent a place only to add more people into the home to decrease their individual monthly bills. So an individual unit built for 2-3 people all of a sudden has 5-7 people living in it, times three units makes for a lot of people.

Also, there are studies where increased density in neighborhoods with rezoning such as this current request brings about an increase in crime. There may be stereotypical bias in such reports but again, that goes to the perception of any potential buyer of the homes surrounding the proposed rezoning for triplex.

In short, my family (and the neighbors who have approached us about this request) feel that we must **oppose** this request to protect the value of our homes, our area, and our families.

Thank you for the opportunity to discuss our concerns.

Sincerely,

Duane

Duane Anderson
Director of Operations and Sales
Abilene Christian University Press /
Leafwood Publishers

Home address:
[750 Washington Blvd](#)
[Abilene, TX 79601](#)

 ABILENE.pdf

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 **ABILENE.pdf**
458K

Holland, Adam <adam.holland@abilenetx.gov>
To: Duane Anderson <dma09a@acu.edu>
Cc: planning@abilenetx.gov

Fri, Jun 28, 2024 at 4:30 PM

Thank you, your response has been received.

[Quoted text hidden]



BRIGGS KENNETH O &
1901 LYTLE TRL
ABILENE, TX 79602-5313

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2024-05

June 14, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **July 2, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner, to apply a Conditional Use Permit (CUP) to a property. Specifically, to allow a duplex and an accessory dwelling unit (ADU) on a lot zoned Residential Single Family (RS-8) for a total of three (3) dwelling units on the lot. Located at 748 Washington Boulevard. Legal description being Radford Hills Section 5, Continuation 1, Block 8, Lot 102, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 8, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 13073
Requestor's Address: 748
Washington
Blvd

Your Name: BRIGGS KENNETH O &
Your Property Address: 802 WASHINGTON BL
Your Parcel ID: 64174

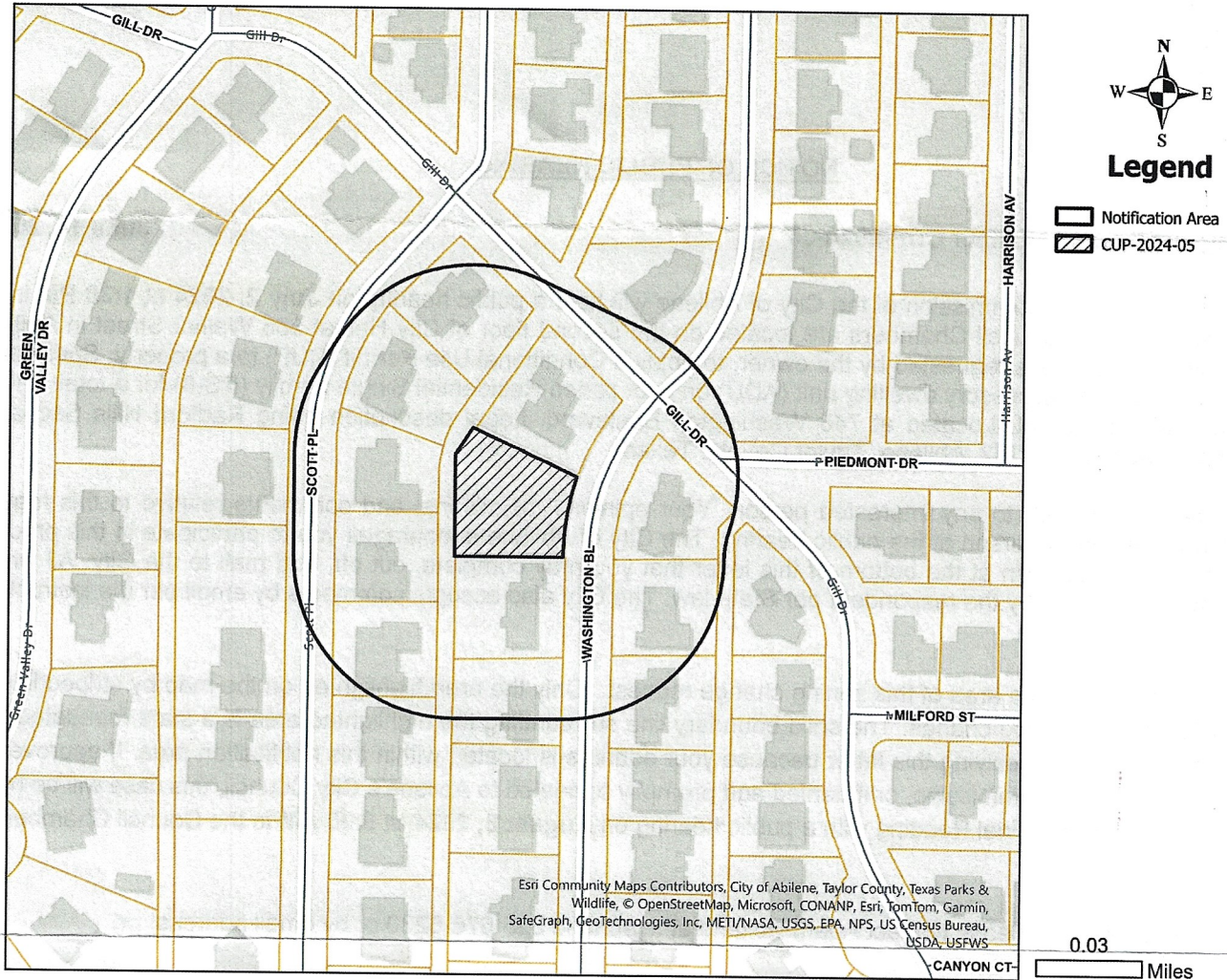
I am in favor of the request ☐

I am opposed to the request ☒

Signature:

Wichie Buggs

CUP-2024-05



Additional Comments:



Holland, Adam <adam.holland@abilenetx.gov>

[Planning] 748 Washington

1 message

Matt Lee <mattleez2015@gmail.com>
To: planning@abilenetx.gov

Sat, Jun 29, 2024 at 7:00 PM

Just say I am opposed to the rezoning request at [748 Washington Blvd.](#)

God Bless,
Matt Lee (214)554-1253
[874 Canyon Ct](#)
[Abilene, Tx 79601](#)

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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAK0iaEmuHhGzGoap%2B2tUVT3VqQeBYwUwGCTKabBOteeaS9-NMA%40mail.gmail.com>.

[Planning] Zoning for 748 Washington Blvd.

1 message

Erin Prather <ejprather@gmail.com>
To: planning@abilenetx.gov

Sun, Jun 30, 2024 at 4:40 PM

Dear Planning & Zoning Commission,

We are writing to voice our objection to the pending zoning request for the empty lot at 748 Washington Blvd. We live at 882 Canyon Court, and have lived here for 4 years. The subject neighborhood: bounded on the north by EN 10th, on the east by Judge Ely Blvd., on the south by AEP's transmission right of way, and to the west by Cockrell Drive (image from the Abilene GIS P&Z Map below) is an older neighborhood with older well-kept homes, mature landscaping, large lots, and quiet living. The residents value the area for these reasons, as well as the central location and proximity of the neighborhood to downtown, Hendrick Medical Center, the northside commercial development (and ACU), and many of the other wonderful attributes of Abilene. The residential area north of this neighborhood (north of EN 10th) has many college rental properties. However, to-date, this neighborhood has remained overwhelmingly single-family owner-occupied homes, allowing those of us in the neighborhood to protect what we value about this area.

We urge the Planning & Zoning Commission to deny the proposed zoning request because a multifamily structure is (a) *not the highest and best use* of that tract, (b) would be *inconsistent with the surrounding neighborhood*, and (c) could *negatively impact property values* in the surrounding area.

Highest and Best Use: The highest and best use of 748 Washington Blvd. is for the construction of a single-family residence and not for the construction of a multifamily structure. We have owned our home at 882 Canyon Court since 2020, in the past 4 years the homes that have been sold have sold to families who have invested in improving their properties in order to increase property values. One example that springs to mind is our neighbor, at 718 Byrd Drive, who purchased a large unique older home and has poured substantial resources into creating an amazing and inviting updated home. Further, several homes that were once rental properties, have since been sold to families who have put down roots. Lastly, and most applicable to this situation, some of the remaining unimproved lots (there are a handful) that have sat vacant since the subdivision was developed in the 60s have sold and new homes have been built. For example, 624 Scott Place recently sold and a family built a beautiful 2,200 square foot single-family home on the lot. Again, the highest and best use of 748 Washington Blvd. is for the construction of a single-family residence.

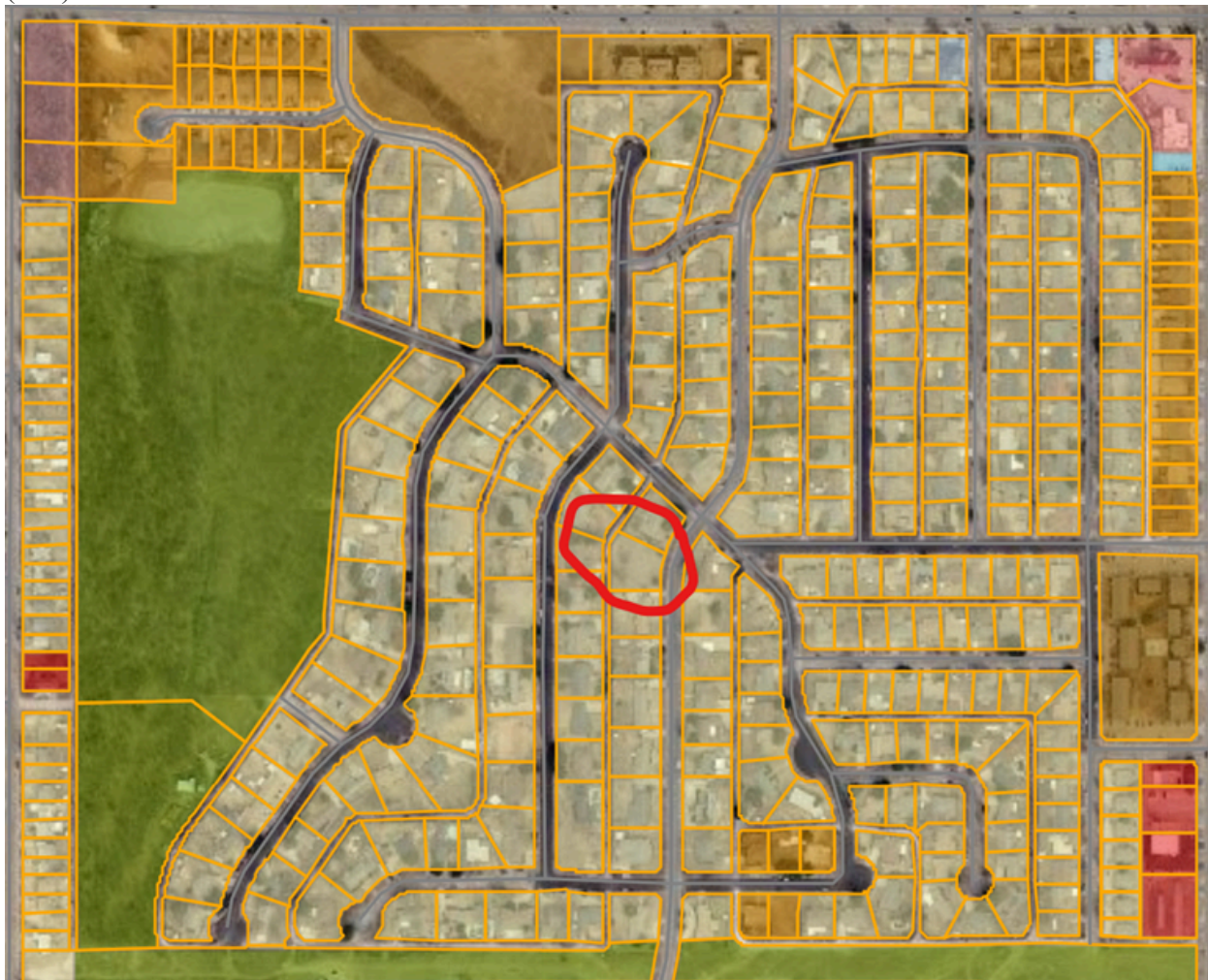
Inconsistent with the Surround Neighborhood: Approving the zoning application to allow the owner to construct a multifamily structure would be highly inconsistent with the surrounding neighborhood. As you can see in the image from the Abilene GIS

P&Z map, the neighborhood is overwhelmingly zoned Residential Single-Family (whether RS-12, RS-8, or RS-6). The subject tract (circled in red below) is directly in the middle of a large number of exclusively Residential Single-Family tracts. The closest multifamily zoned tract in any direction is a minimum of ¼ of a mile away, if not more. Allowing this requested zoning change would be highly out of character with the surrounding neighborhood.

Negative Impact to Property Values: An additional concern to approving this zoning application change is that this could lead to further multi-family development within this neighborhood and that, over time, this could negatively impact property values in the neighborhood. As we mentioned before, most owners in this neighborhood work to improve and maintain their property. Values in this neighborhood have increased over the last decade. It is important to protect and encourage that continued investment on the part of current owners in order that values continue to increase. Furthermore, decreased property values would lead to a decrease in property taxes that are paid to the city, which is also a net negative for the city.

Thank you for your attention to our concerns.

Thanks,
James and Erin Prather
882 Canyon Ct,
Abilene, TX 79601
(214) 605-9598



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Scan & email

TAYLOR LYNETTE
749 SCOTT PL
ABILENE, TX 79601-4530

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2024-05

June 14, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **July 2, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner, to apply a Conditional Use Permit (CUP) to a property. Specifically, to allow a duplex and an accessory dwelling unit (ADU) on a lot zoned Residential Single Family (RS-8) for a total of three (3) dwelling units on the lot. Located at 748 Washington Boulevard. Legal description being Radford Hills Section 5, Continuation 1, Block 8, Lot 102, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 8, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

**Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.**

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	13073	Your Name:	TAYLOR LYNETTE	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	749 SCOTT PL	
		Your Parcel ID:	14858	I am opposed to the request ☒
		Signature:		

[Planning] Zoning App CUP-05

Lynette Taylor <ltaylor@taylor-hill.com>

Thu, Jun 27, 2024 at 5:55 AM

Reply-To: Lynette Taylor <ltaylor@taylor-hill.com>

To: planning@abilenetx.gov

Attached is my vote on the zoning request. In addition I would like to say that as a multi-family property owner I know how difficult it can be to hold residents accountable for their behavior, as well as the upkeep of property. Also, having lived next door to a rental home near ACU for a short time we experienced first hand the noise that can come from students who enjoyed having friends over and partying late into the night/early morning several nights per week and were unable to convince them to tone it down, despite numerous friendly requests. I'm concerned that having 3 units on one lot in this residential area will greatly reduce the quality of living for our neighborhood.

Regards,

Lynette

Lynette Taylor
Taylor-Hill Properties
[333 Washington Blvd](#)
Abilene, TX 79601
325-672-3200
325-672-3209 Fax

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**Zoning request vote 748 Wash Blvd.pdf**

811K

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

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Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

JUN 21 AM 9:56

Requestor's Parcel ID: 13073 Your Name: ETHEREDGE RAY & GAIL C I am in favor of the request ☐
Requestor's Address: 748 Your Property Address: 633 SCOTT PL
Washington Blvd
Your Parcel ID: 14313 I am opposed to the request ☒

Signature:



[Planning] Please DENY request for variance Case # CUP-2024-05

1 message

John Spivey <jspivey316@outlook.com>
To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Sun, Jun 30, 2024 at 8:22 AM

Planning and Development Services

PO Box 60

Abilene, TX 79604-0060

Re: Case # CUP-2024-05

Dear Commissioners:

We respectfully request that the subject request for variance be DENIED.

We recently purchased our property (6 October 2023) with the understanding that it was in an area zoned Residential Single Family (RS-8) and the expectation that it would remain so for the indefinite future. In addition to the lot corresponding to the subject request, there are two other vacant lots on Scott Place in close proximity to (within 200' of) our property. If the subject request for variance is granted, we fear this will establish a precedent that will make it more likely that variances will also be granted for one or both of these vacant lots as well. This in turn would have a significant detrimental impact on the character of our neighborhood as well as the value of our property.

Please deny the current request for variance so that this neighborhood may retain the character expected of an area zoned Residential Single Family.

In a separate email, we have attached a PDF of the response form for the subject case with our signatures.

Best regards,

John and Lynn Spivey

701 Scott Pl

Abilene, TX 79601

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748 Washington Blvd



Randy Charleville - Ellis Island Holdings



City Approval

- Planning Services has found this project to be an acceptable use of the lot
 - Request consistent with the *Comprehensive Plan*
 - Request consistent with the surrounding uses and zoning
 - Request consistent with generally accepted planning principals
 - Request consistent with criteria for approval in LDC
- LDC states the construction of a duplex is an appropriate use in RS8 Zone (with CUP) pg 2-79 LDC
- Current zoning permits all RS8 lots the construction of an ADU pg 2-80 LDC
 - Large size of lot and intended ADU usage avoids any perceived concerns with density

Land Use Matrix

Zoning District Permitted Uses



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

Misconceptions Concerning Traffic

Staff Report

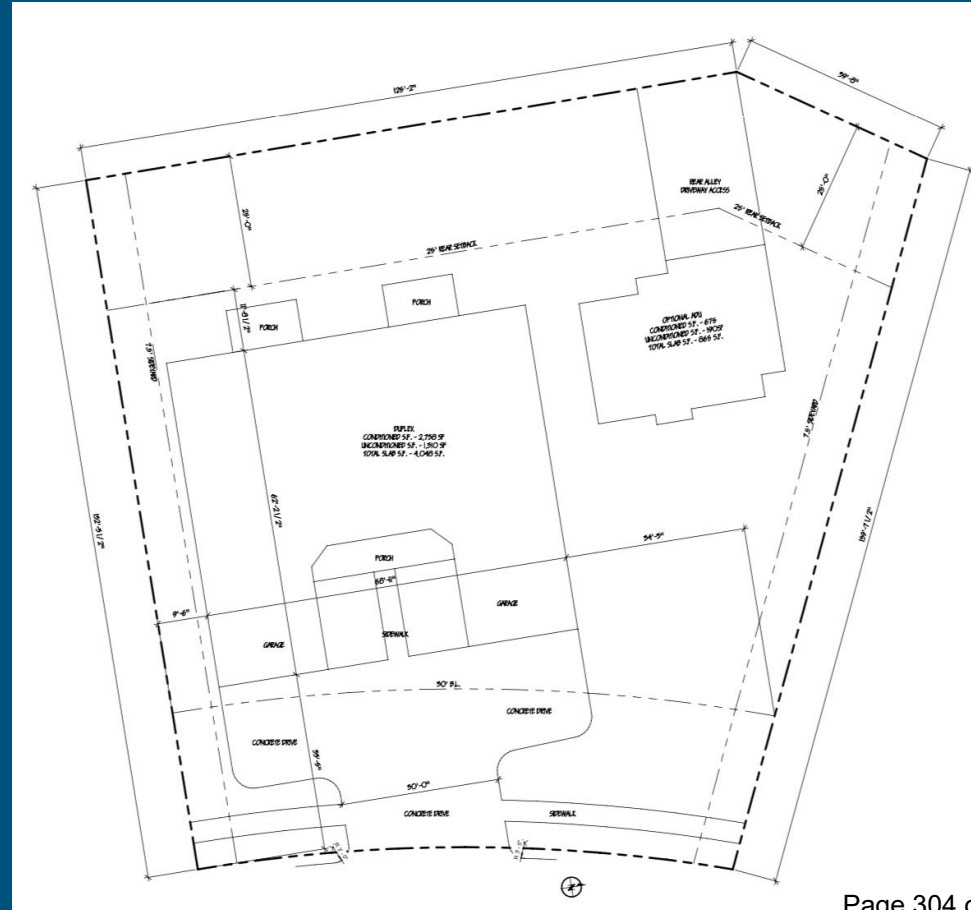
- ...Duplex would not result in any apparent impacts that would require mitigation (paragraph 3)
- ...Use as a duplex...would not generate any additional traffic (paragraph 4)
- Proposed uses does not generate a level of traffic that would adversely affect existing road network...Washington Blvd, as designed, can accommodate the proposed amount of traffic (paragraph 5)

GIS Portal

- Washington Blvd is ~40' wide Road Class: Collector

Misconceptions Concerning Traffic

- Partnering with city engineers to design total off street parking
- Covered parking for ADU & Duplex
- Good faith effort to alleviate neighbor's traffic concerns



Positive Effects on Neighborhood

Source: Higher-Density Development Myth and Fact. Urban Land Institute

urbanlandinstitute.org

- Improved quality of life
 - “Ample evidence...suggest that well-designed higher-density development, properly integrated into an existing community, can become a significant community asset that adds to the quality of life and property values for existing residents while addressing the needs of a growing and changing population.” Source: Urban Land Institute

Positive Effects on Neighborhood

Source: MetroTEX Association of Realtors (Dallas-Fort Worth)

MetroTEX

- Increase property values
 - “Having multifamily nearby may increase the pool of potential future home buyers, creating more possible buyers for existing owners when they decide to sell their houses.”
- Gets rid of urban blight
 - “Infill development to repurpose unused or abandoned lots and buildings into vibrant, tax paying and revenue generating parts of the community.”
- Helps attract new employers
 - “Employers want to be where their workforce is...communities that that are convenient to work and lifestyle are more attractive for both employers and their workforce
 - Most jobs in this area are service oriented

Positive Effects on Neighborhood

Source: Donald J. Poland, PhD, AICP Managing Director, Urban Planning & Strategy

Affordable Housing Plan

- MIT Center for Real Estate, Effects of Mixed-Income, Multi-Family Rental Housing Developments on Single-Family Housing Values (2005)...Researchers conclude that the introduction of larger-scale, high-density, mixed-income rental developments in single-family neighborhoods does not affect the value of surrounding homes.
- The fear of potential asset-value loss amongst suburban homeowners is misplaced studies have shown value increase with ½ mile of new construction

Neighborhood Trend & Lot Issues

- Significant presence of known SFH rental houses on Washington Blvd
 - Neighborhood has been moving towards rental property for years
- Introduction of MD properties such as duplexes and ADUs
 - Lower rent prices
 - More options for community members who are unable to purchase
 - Increase potential to turn SFH rentals back into owner occupied homes
 - Opportunity for community members who work in this area to be closer to work
 - High concentration of students along with homeowners: need for mix use residential
- Difficult Lot to build SFH on
 - Steep grade
 - Encroachments
 - Potential rent offsets cost to build

We Are Neighbors

- Equal opportunity for all walks of life to live on Washington Blvd, especially students
- Local builder and hands on ownership
 - Management company is owned by property owners
- Willingness to work together



CONDITIONAL USE PERMIT

Case: CUP-2024-05

Agent: Randy Charleville

Request: Apply a Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow for a duplex.

Location: 748 Washington Blvd.

Notification: 0 in Favor, 8 Opposed

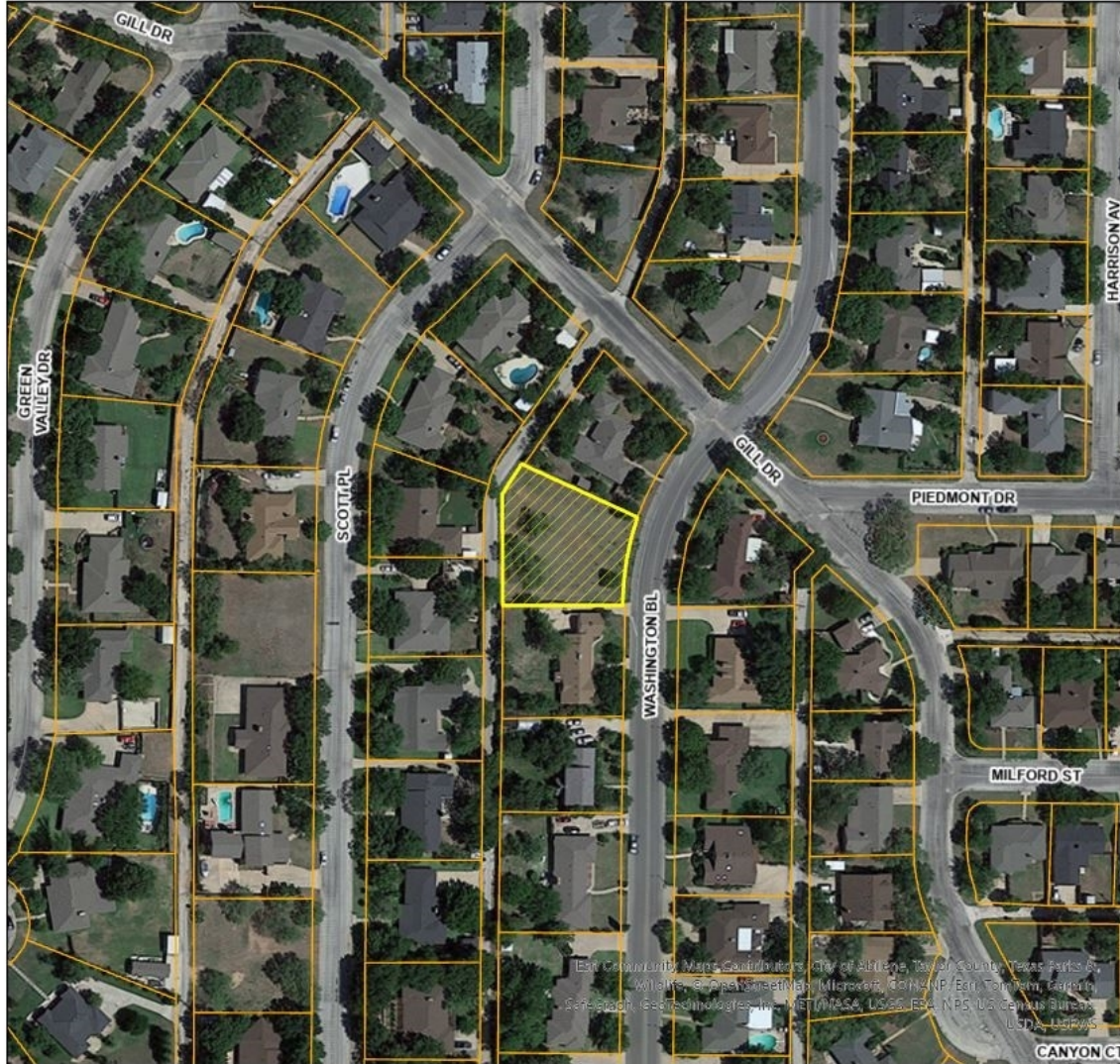
Planning & Zoning: July 2, 2024

Council Hearing: July 25, 2024
August 8, 2024





AERIAL LOCATION MAP

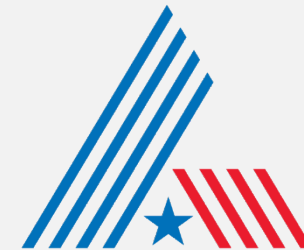


Legend

 CUP-2024-05

0.03

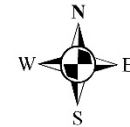
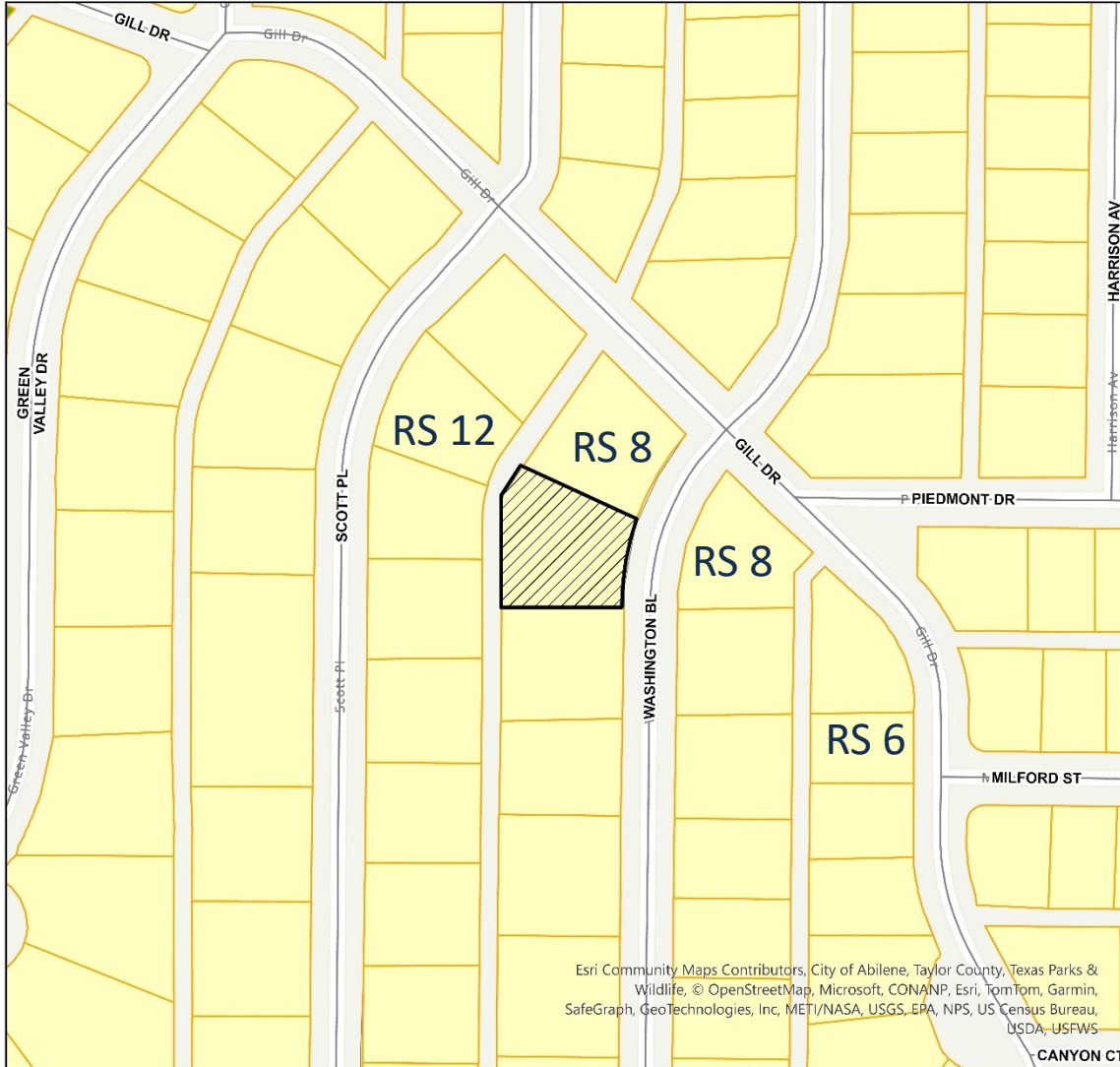
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- CUP-2024-05
- Zoning District
- RS (Residential - Single Family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- AO (Agricultural Open)

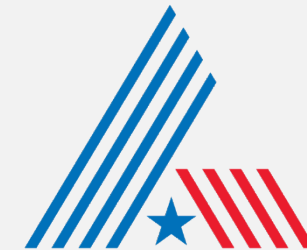
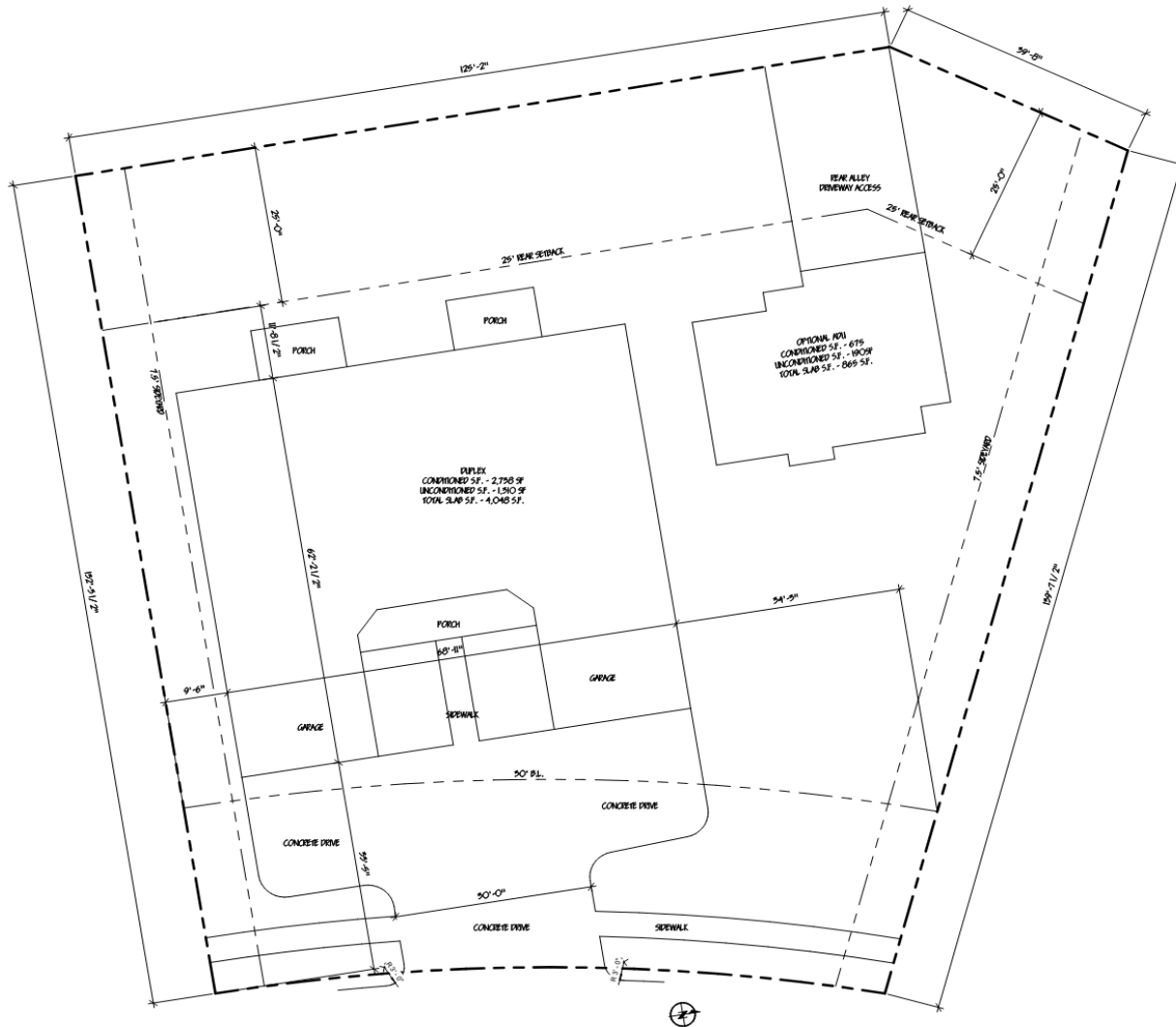
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Miles





SITE LAYOUT



CITY OF
ABILENE
TEXAS



PERMITTED USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
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- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





VIEWS OF SUBJECT PROPERTY



Subject property (vacant)



North neighboring property



West neighboring property

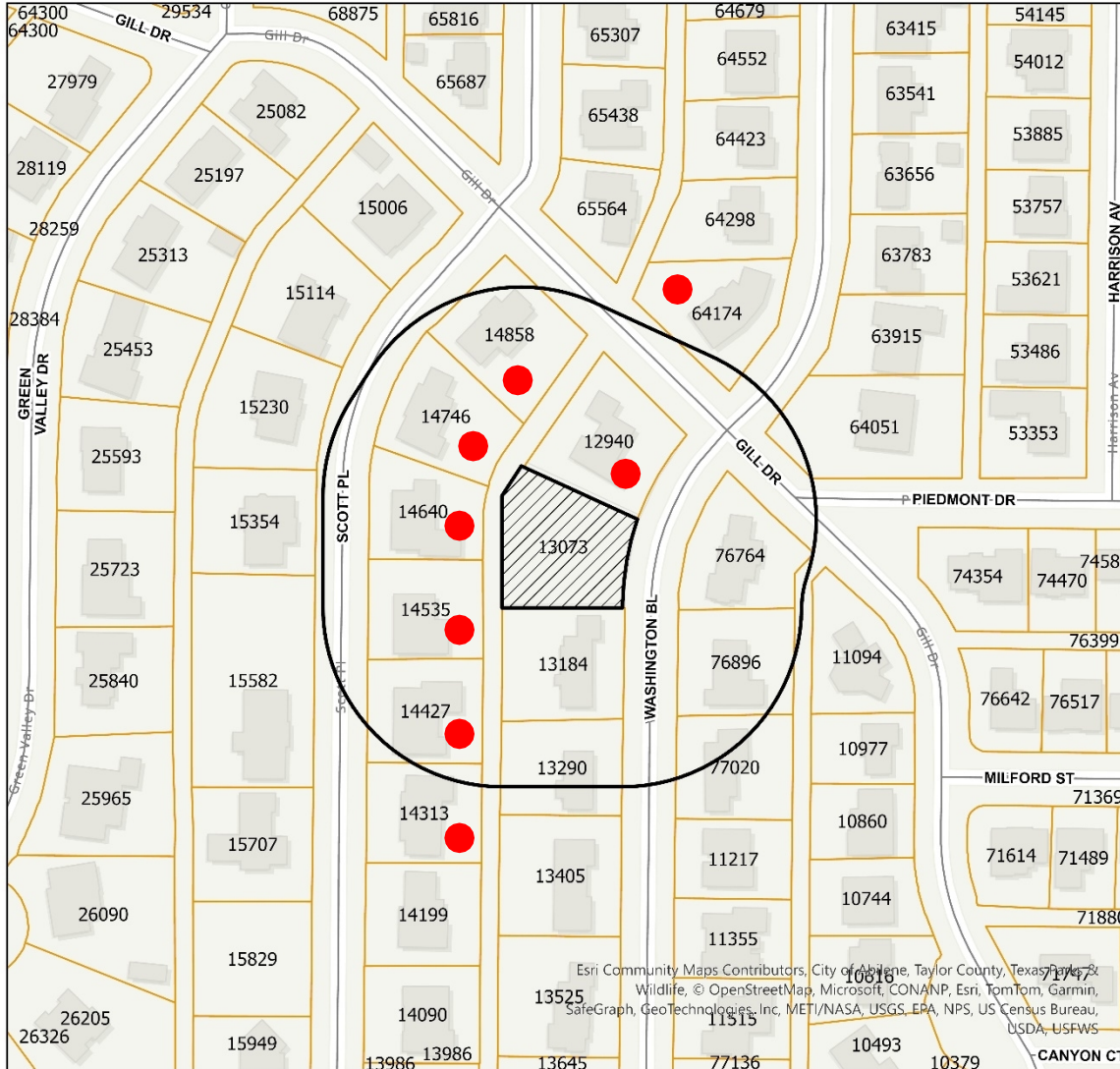


Subject property (vacant)



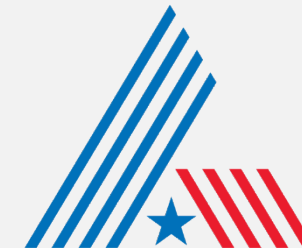


NOTIFICATION AREA MAP



Notification Area
CUP-2024-05

0- In Favor- ●
8- Opposed- ●
39.63% Opposition



CITY OF
ABILENE
TEXAS

0.03
Miles



FINDINGS AND RECOMMENDATION

The request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation:

The Planning and Zoning Commission recommends **denial**.

Applicant Appealed – Super Majority Required





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: **15. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2023-2024 Budget *(Marjorie Knight)*

GENERAL INFORMATION

As part of the budget workshop on July 22, 2024, the City Council approved on first reading the All Funds Revised Budget of \$360,005,760 for FY 2023-2024.

Staff is recommending an increase to expenditures of \$502,460 to cover ongoing Technology Fund projects and costs through the remainder of the year. The recommended revised expenditure budget would be \$360,508,220 after this adjustment.

This will be the final public hearing and vote on the 2023-2024 Revised Budgets.

The 2023-2024 Revised Budget is included within the 2024-2025 Proposed Budget document available on the City's website at <https://abilenetx.gov/224/Annual-Budget>.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends City Council hold the public hearing and approve the Revised Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approving the Revised Budget for FY 2023-2024
2. Presentation - Ordinance 2023-2024 Revised Budget

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2023-2024; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2023-2024 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 8th, 2024, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2023-2024 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 8th of August, 2024, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 4th of August 2024, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2023 through September 30, 2024, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	10	Battalion Chief	4
Police Sergeant	26	Fire Marshal	1
Police Officers	<u>178</u>	Fire Captain	12
	217	Fire Lieutenant	33
		Fire Fighter	<u>161</u>
			213

PART 7: That the City's operating budgets are amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2024.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
8thth day of August, A.D. 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2023-2024	Amended 2023-2024
Fund Balance Beginning	\$92,497,152	\$109,616,921
Total Revenue	333,947,696	340,392,783
Total Expenditures	343,227,296	360,508,220
Fund Balance Ending	\$83,217,552	\$89,501,484

Ordinance & Public Hearing Final Vote on Revised 2023-2024 Budget





Ordinance & Public Hearing

Final Vote on Revised 2023-2024 Budget

- As part of the budget workshop on July 22, 2024, City Council approved on first reading the All Funds Revised 2023-24 Budgets of \$360,005,760.
- Staff is recommending an increase of \$502,460 of additional Technology Fund expenditures to cover ongoing projects and costs.
- Final vote on the Revised 2023-24 Budgets



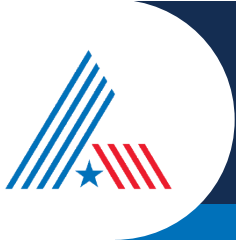


Ordinance & Public Hearing

Final Vote on Revised 2023-2024 Budget

	Budget as Approved	Recommended Changes	Budget as Recommended
Fund Balance Beginning	\$109,616,921		\$109,616,921
Total Revenues	340,392,783		340,392,783
Total Expenditures	360,005,760	\$502,460	360,508,220
Fund Balance Ending	\$90,003,944	(\$502,460)	\$89,501,484





Ordinance & Public Hearing Final Vote on Revised 2023-2024 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: **16. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2024-2025 Budget *(Marjorie Knight)*

GENERAL INFORMATION

As part of the budget workshop on July 22, 2024, the City Council approved on first reading the 2024-2025 budget as presented by the City Manager, totaling \$350,634,773.

Staff is recommending further changes to the budget as follows:

- The full impact of the changes made at the budget workshop to all funds further reduced revenues \$(219,722) and expenditures \$(508,859). This is primarily due to the reduction in the stability pay max from \$10k max to \$8k max being run through the other funds, the interfund impact to the Technology Fund for the reduction in capital outlay, and the rebalancing of grant/contract revenues to expenditures.
- Certified assessed property values were received from the Central Appraisal District on July 23, 2024. An increase in the frozen levy allowed for further reduction to the tax rate while generating approximately the same amount of revenue. The overall impact was a decrease in the tax rate from \$.7630 to \$.7607. This resulted in an increase to revenues of \$23,612 and expenditures of \$4,838 due to rounding.
- Health's Infectious Disease Prevention Grant program received an extension on expired Covid funds which increased revenues and expenditures by \$48,647.

After adjustments, the recommended 2024-2025 proposed budget totals \$350,179,399.

This will be the final public hearing and vote on the proposed 2024-2025 budget.

The updated 2024-2025 Proposed Budget document is available on the City's website

at <https://abilenetx.gov/224/Annual-Budget>.

SPECIAL CONSIDERATIONS

State law requires two votes be taken:

1. To approve and adopt the Fiscal Year 2024-2025 Budget at a specified amount.
"I move to approve and adopt the Fiscal Year 2024-2025 Budget of \$350,179,399 for All Operating Funds."
2. To acknowledge and ratify the property tax increase reflected in the budget using the following statement:
"I move that this budget will raise more total property taxes than last year's budget by \$6,137,590 or 9.6%, and of that amount \$1,618,884 is tax revenue to be raised from new property added to the tax roll this year."

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold the public hearing and approve the Proposed Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approving the Budget for FY 2024-2025
2. Walkforward of Proposed Budget Updated 7-31-2024
3. Presentation - Ordinance 2024-2025 Proposed Budget

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on June 28th, 2024, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2024; and,

WHEREAS, the City Council has reviewed and considered said proposed budget and made revisions of same; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 8th, 2024, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1st, 2024, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to authorize disposition of City assets to appropriate entities when it serves a public purpose; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 8th of August, 2024, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 28th of July, 2024, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2024, through September 30, 2025, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	10	Battalion Chief	7
Police Sergeant	26	Fire Marshal	1
Police Officers	<u>183</u>	Fire Captain	9
	222	Fire Lieutenant	33
		Fire Fighter	<u>161</u>
			213

PART 7: That the City's operating budgets are approved as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2024.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 8th
day of August, A.D. 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2024-2025
Fund Balance Beginning	\$89,501,484
Total Revenue	349,717,940
Total Expenditures	350,179,399
Fund Balance Ending	\$89,040,025



MEMORANDUM

City of Abilene, Texas

To: Robert Hanna, City Manager

From: Marjorie Knight, Director of Finance

Date: July 31, 2024

Subject: 2024-2025 Proposed Budget Changes as of 7-31-2024

The Proposed Budget document has been updated for changes since it was originally filed on June 28, 2024 (with the exception of the City Manager's Letter). These changes are highlighted in yellow and/or in blue font throughout the document. Below is a summary of these changes:

1. Budget Workshop Changes on 7-22-2024

- Stability pay reduced from \$10k max to \$8k max scenario
 - Reduced personnel costs across the funds (-\$630k)
 - The reduction in personnel costs for grants within the Health Services Fund, Community Development Fund, Home Fund, Transportation Planning Fund, and Veterans Cemetery Fund were either offset with a decrease to grant (intergovernmental) revenue or increases to other categories to balance out grant/contract revenues and expenditures (-\$13k revenues)
 - Miscellaneous Revenue decreased due to a reduction in Zoo Society personnel recoveries (-\$16k)
- Reduced Technology Fund charges to General Fund for capital outlay
 - Decrease General Fund's Other Charges & Services by \$199k
 - Includes interfund impact to Technology Fund, \$199k reduction of both Charges for Services revenues and Capital Expenditures
- Reduced City Manager Contingency (-\$100k to Other Charges & Services)
- Rebuild ABI funding moved from General Fund to MIP (\$-282k to Transfers Out)
- Proposed tax rate reduced from \$.7738 to \$.7630
 - M&O tax rate reduced from \$.6078 to \$.5970
 - Decrease General Fund's Property Tax revenue by \$891k (\$900k-\$9k rounding adjustment)
- Minor Improvement Project Fund (MIP) changes include:
 - Addition of Paving for Fire Stations 6 & 8 for \$700k, which will be re-evaluated in 2025 to either confirm MIP funding or issuance of Certificates of Obligation
 - Addition of Demo & Abatements for \$150k in FY 2024
 - Addition of Rebuild ABI funding of \$282k
 - Increase Heritage Square Library funding by \$3 million for FF&E

We work together to build and maintain a community of the highest quality for present and future generations.

Respect • Integrity • Service Above Self • Excellence in All We Do

- Move forward with Certificates of Obligation issuance of \$2,659,949 for:
 - TxDot Airport Ramp Grant Match for \$1,919,908
 - Microwave radio system for \$740,041
- 2. Health's Infectious Disease Prevention Grant Program received an extension on expired Covid funds
 - Increased Intergovernmental Revenue by \$49k
 - Increased Supplies and Purchased Services
- 3. Certified values were received from the CAD on July 23, 2024
 - An increase in the frozen levy allowed for further reduction to the tax rate while generating approximately the same amount of revenue.
 - Proposed tax rate decreased from \$.7630 to **\$.7607** per \$100 value
 - M&O tax rate decreased from \$.5970 to **\$.5951** per \$100 value
 - I&S tax rate decreased from \$.1660 to **\$.1656** per \$100 value
 - Includes a rounding adjustment of \$24k to revenues and \$5k to expenditures to balance
- 4. Technology Fund expenditures were increased for Revised 2024 by \$502k to cover ongoing projects through the remainder of the year.
- 5. Fee Schedule changes are as follows:
 - Airport Parking Fees
 - Added exemptions adopted in Resolution 78-2016
 - Maxwell Municipal Golf Course
 - Updated to remove Super Twilight rates, which are no longer available
 - All fee increases for FY 2025 were deleted

The following page provides a table that summarizes the changes outlined in items #1-#4.

Walkforward of Budgets as filed on 6-28-2024 to 7-31-2024

	<u>Revised 2024 Proposed 2025</u>	
Revenues - as originally filed	\$ 340,392,783	\$ 350,765,518
Budget Workshop Changes 7-22-2024, \$.7630 tax rate		
Decrease General Fund property tax due to M&O rate decrease		(900,115)
Adjust other revenues impacted by changes ^{1, 2}		(219,722)
Certified Value Changes 7-23-2024, rounding for .7607 tax rate		23,612
IDCU Covid Funds extension for Health Fund		48,647
Revenues - as of 7-31-2024	340,392,783	349,717,940
Expenditures - as originally filed	360,005,760	351,534,888
Budget Workshop Changes 7-22-2024, \$.7630 tax rate		
Reduce General Fund stability pay to \$8k max scenario		(319,385)
Reduce Tech Fund charges to General Fund for capital outlay		(199,000)
Reduce City Manager contingency		(100,000)
ABI Funding moved from General Fund to MIP		(281,730)
Adjust other funds and expenditures impacted by changes ^{1, 3}		(508,859)
Certified Value Changes 7-23-2024, rounding for .7607 tax rate		4,838
IDCU Covid Funds extension for Health Fund		48,647
Increase Technology Fund expenditures for ongoing projects	502,460	
Expenditures - as of 7-31-2024	360,508,220	350,179,399
Net Revenues Over (Under) Expenditures	(20,115,437)	(461,459)
Fund Balance Beginning	109,616,921	89,501,484
Fund Balance Ending	<u>\$ 89,501,484</u>	<u>\$ 89,040,025</u>

¹ Includes interfund impact to Technology Fund of \$199k reduction to both revenues and expenditures

² Certain grant revenues and personnel recoveries were adjusted for reduction in stability pay

³ Includes reduction to stability pay for all other funds

Ordinance & Public Hearing Final Vote on Proposed 2024-2025 Budget





Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Budget

- As part of the budget workshop on July 22, 2024, the City Council approved on first reading the 2024-2025 budget as presented by the City Manager, totaling \$350,634,773.
- Subsequent to the budget workshop, Staff has made changes to the budget due to the full impact to all funds on the budget changes from the Council workshop, receipt of the final certified property values from the Appraisal District on July 23rd, and an extension on Covid funds for Health's Infectious Disease Prevention Grant program.





Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Budget

- As a result, the following changes are recommended to the budget:

	Budget as Approved	Recommended Changes	Budget as Recommended
Fund Balance Beginning	\$90,003,944	(\$502,460)	\$89,501,484
Total Revenues	349,865,403	(147,463)	349,717,940
Total Expenditures	350,634,773	(455,374)	350,179,399
Fund Balance Ending	\$89,234,574	(\$194,549)	\$89,040,025

- Final meeting to adopt budget
- Public hearing is required





Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Budget

Two votes will be required:

1. To approve and adopt the Fiscal Year 2024-2025 Budget at a specified amount:
“I move to approve and adopt the Fiscal Year 2024-2025 Budget of \$350,179,399 for All Operating Funds. “
2. To acknowledge and ratify the property tax increase reflected in the budget using the following statement:
“I move that this budget will raise more total property taxes than last year's budget by \$6,137,590 or 9.6%, and of that amount \$1,618,884 is tax revenue to be raised from new property added to the tax roll this year.”





Ordinance & Public Hearing Final Vote on Proposed 2024-2025 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: **17. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy *(Marjorie Knight)*

GENERAL INFORMATION

During the budget workshop on July 22, 2024, the City Council approved on first reading a tax rate of \$.7630 per \$100 value consisting of \$.5970 for maintenance & operations (m&o) and \$.1660 for interest & sinking (i&s).

Since the budget workshop, the City received the final certified values from the Central Appraisal District of Taylor County. As a result, an increase in the frozen levy allowed for the further reduction to the tax rate while generating approximately the same amount revenue. We are recommending the tax rates be adjusted as follows:

	Approved on First Reading	Recommended Change	As Recommended
Maintenance & Operations (M&O)	\$.5970	\$(.0019)	\$.5951
Interest & Sinking (I&S)	.1660	(.0004)	.1656
Total Tax Rate	\$.7630	\$(.0023)	\$.7607

This will be the final public hearing and vote to set the tax rate for the fiscal year 2024-2025.

SPECIAL CONSIDERATIONS

The motion to approve the tax rate must contain the following specific language:

"I move that the property tax rate be increased by the adoption of a tax rate of \$.7607 per \$100, which is effectively a 7.5% increase in the tax rate."

60% of the City Council must vote yes to approve (5 yes votes)

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold a public hearing and adopt on final reading the recommended tax rate for fiscal year 2024-2025.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approving the Tax Rate 2024
2. Presentation - Ordinance 2024-2025 Tax Rate

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2024, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2024; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing an effective tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2024, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 23rd day of July, 2024, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1st day of January, 2024, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-six and seven-one hundredths cents (76.07¢)-- on each one hundred dollars' (\$100.00) valuation of said property, apportioned as follows:

General Fund:

(a) Operations & Maintenance	\$.5951
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Debt Service Funds:

(a) 2007 Airport G.O. Series	\$.0007
(b) 2015 Refunding	.0066
(c) 2015 G.O. Series	.0122
(d) 2015 C.O. Series	.0015
(e) 2016 Refunding	.0115
(f) 2016 G.O. Series	.0201
(g) 2016 C.O. Series	.0017
(h) 2017 Refunding	.0009
(i) 2017 G.O. Series	.0118

(j)	2017 C.O. Series	.0068
(k)	2018 G.O. Series	.0040
(l)	2018A C.O. Series	.0083
(m)	2018B C.O. Series	.0013
(n)	2019 G.O. Series	.0061
(o)	2019 C.O. Series	.0102
(p)	2020 Refunding	.0049
(q)	2021A C.O. Series	.0165
(r)	2023 G.O. Series	.0064
(s)	2024 G.O. Series	<u>.0341</u>

Debt Rate	<u>\$.1656</u>
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TOTAL RATE FOR THE YEAR 2024	<u>\$.7607</u>
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PART 3: That there be, and are hereby authorized exemptions as follows:

- 1) Homestead exemption -- fifteen percent (15%)
- 2) Age 65 and over exemption -- \$15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4 PERCENT AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$21.

PART 5: That notice for the public hearing on the 8th day of August, 2024, was given by publication in the Abilene Reporter-News on the 2nd day of August, 2024.

PART 6: That a public hearing was held on the 8th day of August, 2024, in accordance with the City Charter.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 8: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2024.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 8th day of August, A.D. 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Ordinance & Public Hearing Final Vote on Proposed 2024-2025 Tax Rate





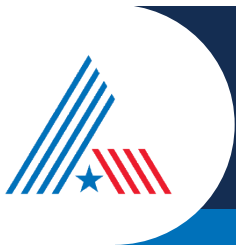
Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Tax Rate

- As part of the budget workshop on July 22, 2024, City Council approved on first reading the 2024-25 Proposed Tax Rate of \$.7630 per \$100 consisting of \$.5970 for maintenance & operations (M&O) and \$.1660 for interest & sinking (I&S).
- Subsequently, final certified property tax values were received from the Central Appraisal District of Taylor County.

FY 2025 No-New-Revenue Tax Rate	\$.7074
FY 2025 Voter-Approval Tax Rate	\$.7914





Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Tax Rate

	FY 2024 Tax Rates	FY 2025 Tax Rate Originally Approved	Recommended Changes	FY 2025 Tax Rate as Recommended
M&O	\$.5918	\$.5970	\$ (.0019)	\$.5951
I&S	.1410	.1660	(.0004)	.1656
Total Tax Rate	\$.7328	\$.7630	\$ (.0023)	\$.7607



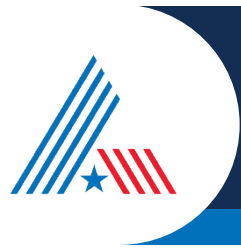


Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Tax Rate

- Final vote on the Proposed 2024-25 Tax Rates
- Motion to approve the tax rate must contain the following specific language:
“I move that the property tax rate be increased by the adoption of a tax rate of \$.7607 per \$100, which is effectively a 7.5% increase in the tax rate.”
- 60% of the Council must vote yes to adopt
(5 yes votes)





Ordinance & Public Hearing Final Vote on Proposed 2024-2025 Tax Rate

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: **18. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2024-2025 *(Marjorie Knight)*

GENERAL INFORMATION

As part of the budget workshop on July 22, 2024, the City Council approved on first reading the Fee Ordinance. This ordinance incorporates all City fees into one comprehensive document.

Since the first reading, staff has made the following changes:

- Added in exemptions for Airport Parking Fees that were adopted in Resolution 78-2016 and already in effect
- Updated Maxwell Municipal Golf Course fees to remove Super Twilight rates, which are no longer available and the deletion of all fee increases for FY 2025

This will be the final reading and approval of the Fee Ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends City Council hold the public hearing and approve the Fee Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Fee Schedule for FY 2024-2025
2. Fee Schedule Exhibit A
3. Presentation - Ordinance 2024-2025 Fee Schedule

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on June 28th, 2024, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2024; and,

WHEREAS, the City Council has reviewed and considered said proposed fees and charges and made revisions of same; and,

WHEREAS, said proposed fee ordinance, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 8th, 2024, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is revised as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 3: That the effective date of this section shall be the first billing cycle in October, A.D., 2024.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2024.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 8th
day of August, A.D. 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Fee/Permit	Item/Cost	Current	Proposed if Changing
ACCOUNTING	Duplicate release of lien	\$15.00	
	Hotel/motel penalty (State Regulation)	Penalty 15%	
	Interest on unpaid invoices	1.5% per month on outstanding balance	
	Lien filing fee (Taylor County) For more than 2 pages contact Accounting.	\$30.00	
	Returned payment fee per item	\$30.00	
ALARM FEES			
Alarm Fees	Commercial/business only registration (annual fee)	\$50.00	
	Residential registration (annual fee)	\$20.00	
False Alarm Service Fees	Failure of permit holder to respond to alarm system activation	\$100.00	
	4-5 false alarm calls (per call)	\$50.00	
	6-7 false alarm calls (per call)	\$75.00	
	8 or more false alarm calls (per call)	\$100.00	
	Failure to respond	\$100.00	
ALCOHOL BEVERAGE PERMIT (State Regulated)	(AW) Manufacturer's Agent's Warehouse Permit	\$375.00	
	(BB) General distributor's License	\$150.00	
	(BC) Branch distributor's License	\$37.50	
	(BE) Retail Dealer's On-Premise License	\$75.00	
	(BF) Retail Dealer's Off Premise License	\$30.00	
	(BG) Wine & Malt Beverage Retailer's Permit	\$87.50	
	(BP) Brewpub License	\$250.00	
	(BQ) Wine & Malt Beverage Retailer's Off-Premise Permit	\$30.00	
	(BW) Brewer's License	\$750.00	
	(D) Distiller's & Rectifier's Permit	\$750.00	
	(G) Winery Permit	\$37.50	
	(J/JD) Bonded Warehouse Permit	\$75.00	
	(LP) Local Distributor's Permit	\$50.00	
	(MB) Mixed Beverage Permit (Original)	no fee	
	(MB) Mixed Beverage Permit (Years 2-3)	no fee	
	(MB) Mixed Beverage Permit (Year 4)	\$1,125.00	
	(MB) Mixed Beverage Permit (Years 5-6)	\$750.00	
	(MB) Mixed Beverage Permit (Years 7+)	\$375.00	
	(P) Package Store Permit	\$250.00	
	(PR) Promotional Permit	\$150.00	
	(Q) Wine Only Package Store Permit	\$37.50	
	(S) Nonresident Seller's Permit	\$75.00	
	(SD) Brewer's Self-Distribution License	\$300.00	
	(W) Wholesaler's Permit	\$937.50	
	(X) General Class B Wholesaler's Permit	\$150.00	
	Fee not to exceed one-half of the maximum local fees set by the TABC, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec 61.36.		
ANIMAL SERVICES	Dog and Cat Registration, Annual (\$2 goes directly to Clinic providing service)	\$8.00	moved to Health section
	Duplicate registration tag	\$8.00	moved to Health section
	Dangerous Dog permit, Annual	-\$50.00	moved to Health section
	Disposal of small animals for Clinics picked up by Animal Services on assigned day	\$4.00	moved to Police section
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	\$10.00	moved to Police section
	Disposal of small animals for Clinics dropped off at Animal Services	No charge	moved to Police section
	Disposal of livestock animals	\$100.00	moved to Police section
AVIATION			
Parking	0 - 1/2 hour	No charge	
	1/2 - 1 hour	\$5.00	
	1 - 2 hours	\$6.00	
	2 - 4 hours	\$7.00	
	4 - 6 hours	\$8.00	
	6 - 18 hours	\$10.00	
	18 - 24 hours	\$12.00	
	The hourly rate is in effect for the first 24 hour period, all subsequent days are charged \$12.00.		
	Lost ticket fee (Refund or partial refund upon approval by Airport Management)	\$400.00	
	Curbside loading and unloading of vehicles is permitted provided a driver remains with his or her vehicle. Any automobile left unattended may be ticketed and/or towed.		
	Airport tenant employee parking per month	\$12.00	
	That the following exemptions to paying parking fees are approved:		Adopted in Resolution 78-2016
	1. Disabled Veterans in the parked vehicle with "DV" license plates		
	2. Purple Heart, Prisoner of War and Medal of Honor holders in the vehicles with such designed license plates		
	3. City of Abilene Employees and Council Members traveling on City business		
	4. Airport Development Board members at the airport for Airport Development Board related business		
	5. Customers who have made purchases at the airport terminal restaurant or gift shop will receive up to two (2) hours free parking		

Fee/Permit	Item/Cost	Current	Proposed if Changing
	6. Vendors/Individuals conducting directly related business with the Airport or terminal tenants		
	7. Individuals who, at the discretion of the Director of Transportation Services, should receive free parking due to unusual circumstances or as an airport marketing or promotional program		
Landing Fee	Non-Signatory	\$2.00/1,000 lbs.	
Fuel Flowage Fee		\$.0800/gallon	
Terminal Use Fee (Charter flights)		\$200.00/ turn	
Security Badge Fee	New badge fee	\$15.00	
	Badge renewal fee	\$12.00	
	Fingerprint background check	\$55.00	
Conference Room	Use per day	\$50.00	
Advertising	Digital Screen Advertising		
	<i>Screens have a 3-minute advertising loop. Each advertiser receives a 30 second ad or two 15-second ads</i>		
	<i>A community or ABI ad plays after each ad loop</i>		
	<i>12 screen displays available; 5 standard size and 7 larger premium size</i>		
	<i>Rates are per screen per month</i>		
	Standard digital screen, 12 month contract	\$275/month	
	<i>Annual contract; paid quarterly or in full. Premium screen placement at no additional charge. Placement rotation option available; based upon availability. Complimentary personalized messages (limit 5/month). Complimentary ad placement for unsold screen inventory</i>		
	Standard digital screen, 6 month contract		
		\$300/month	
	<i>Semi annual contract; paid quarterly or in full. Placement rotation option available; based upon availability; Complimentary personalized messages (limit 3/month)</i>		
	Standard digital screen, 1 month contract	\$325/month	
	<i>Monthly contract; paid monthly. Select one location for placement; based upon availability</i>		
	Premium screen additional \$25/month		
	<i>Seven 85" screens in prominent locations</i>		
	Personal "Welcome" Message	\$15 per screen	
	<i>15 second spot will rotate upon requested schedule</i>		
	<i>Complimentary for active military passengers</i>		
	Entrance Revolving Doors, West	\$700/month	
	Entrance Revolving Doors, East	\$700/month	
	Vertical Banners		
	<i>6 foot tall in prominent waiting areas. Hardware is provided; banner production is additional cost of advertiser.</i>		
	<i>Hardware is provided; banner production is additional cost of advertiser</i>		
	<i>5 options; 2 in pre-security atrium, 2 in baggage claim area, & 1 in post-screening waiting area</i>		
	Vertical Banners, 12 month contract	\$250/month	
	Vertical Banners, 6 month contract	\$300/month	
	Complimentary Coffee Station Sponsor		
	<i>Located in the post-screening area as passengers wait or arrive for flight</i>		
	<i>Signage "Coffee provided by _____" for all passengers to see multiple times. Near vending machines and bathroom</i>		
	<i>ABI manages the station, pays for the coffee products, and services the area</i>		
	Complimentary Coffee Station Sponsor, 12 month contract	\$300/month	
	Complimentary Coffee Station Sponsor, 6 month contract	\$350/month	
	Weather Station Sponsor		
	<i>Located in the post-screening on digital screen that displays a weather channel</i>		
	<i>Signage "Weather provided by _____" for all passengers to see multiple times while waiting</i>		
	Weather Station Sponsor, 12 month contract	\$300/month	
	Weather Station Sponsor, 6 month contract	\$350/month	
	<i>Annual contracts; paid quarterly or in full. Digital screen ad included. Placement rotation upon request and availability. Complimentary personalized messages (limit 5/month). Complimentary additional ad placement for unsold screen inventory.</i>		
	Business Station Sponsor		
	<i>Located in the post-screening on digital screen that displays CNBC or similar channel</i>		
	<i>Signage "Business news provided by _____" for all passengers to see multiple times while waiting.</i>		
	Business Station Sponsor, 12 month contract	\$300/month	
	Business Station Sponsor, 6 month contract	\$350/month	
	<i>Annual contracts; paid quarterly or in full. Digital screen ad included. Placement rotation upon request and availability. Complimentary personalized messages (limit 5/month). Complimentary additional ad placement for unsold screen inventory.</i>		
	Additional Advertising Information		
	<i>15% discount available for each additional ad purchase; applied to lowest ad price</i>		

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
	<i>Open to trades of products and services; especially if they can be used in the ABI</i>		
	<i>Advertising agencies receive a standard 15% discount.</i>		
<u>BUILDING INSPECTION</u>	Contractors are required to register with the City before any work can commence. All current licenses, bonds, and insurance requirements shall be in place before permit is secured. The City does not charge a fee for registration.		
	Any Building Permit within the City of Abilene shall have a minimum fee of \$60.		
Building Permit Fees by Valuation	Used to assess fees for new commercial, commercial add-ons and alterations, and multi-family 4 or more units.		
	Total valuation up to \$500	minimum \$60.00	
	Total valuation \$501-\$2,000	\$60.00 for the first \$500.00 plus \$1.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	
	Total valuation \$2,001 - \$25,000	\$82.50 for the first \$2,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	
	Total valuation \$25,001 - \$50,000	\$243.50 for the first \$25,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
	Total valuation \$50,001 - \$100,000	\$393.50 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
	Total valuation \$100,001 - \$500,000	\$643.50 for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
	Total valuation \$500,001 - \$1,000,000	\$2,243.50 for the first \$500,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
	Total valuation \$1,000,001.00 and up	\$3,993.50 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof	
	Plan Review - due at time of submittal	Non-refundable - 25% of permit fee	
Building Permit Fee - Commercial	Minimum fee	\$60.00	
	New commercial construction - fee includes building, electrical, plumbing, roofing, and mechanical	See Building Permit Fees by Valuation	
	Commercial plan review (due at time of submittal)	Non-refundable 25% of Permit Fee	
	Commercial demolition: single-story structure	\$150.00	
	Commercial demolition: multiple-story structure	\$500.00	
	Certificate of occupancy	\$100.00	
	Certificate of occupancy- owner to clean and show	\$60.00	
	Temporary certificate of occupancy	\$300.00	
	Extension request for temporary certificate of occupancy - per extension	\$1,000.00	
	Commercial Roofing - per roof structure	\$100.00	
	Towers and satellite dishes	\$250.00	
	Commercial swimming pool	\$250.00	
Building Permit Fee - Electrical	Minimum permit fee	\$60.00	
	Temporary service / power pole	\$60.00	
	Motors up to and including 5 hp	\$60.00	
	Motors over 5 hp	\$75.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): up to 200 amps	\$100.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 201-400 amps	\$150.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 401 amps and up	\$200.00	
	Solar panel/ wind turbine installation	\$350.00	
	New outlets - up to 50 (plugs, switches, ceiling fans, etc.)	\$60.00	
Building Permit Fee - Mechanical	Minimum permit fee	\$60.00	
	Type I - Grease hood system	\$75.00	
	Type II - Hood system	\$60.00	
	Refrigerant System: up to and including 10 tons	\$65.00	
	Refrigerant System: over 10 tons	\$85.00	
	Boilers: up to and including 100,000 BTU's	\$65.00	
	Boilers: over 100,000 BTU's	\$85.00	
Building Permit Fee - Plumbing	Minimum permit fee	\$60.00	
	Water heater	\$60.00	
	New gas service line	\$60.00	
	New replacement water/ sewer service	\$60.00	
	Residential irrigation system	\$75.00	
	Commercial irrigation system	\$100.00	

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
Building Permit Fee - Residential	Sand trap, grease trap, interceptors new/replacement	\$75.00	
	Minimum fee	\$60.00	
	New single family construction and additions (enclosed areas) - fee includes building, electrical, plumbing, roofing, and mechanical	\$.35 per square foot \$500 minimum	
	Accessory Dwellings / Pool House	\$500 flat fee	
	Plan Review - Residential	\$35.00 non-refundable	
	Single family alterations:		
	0 - 60 square feet	\$250 minimum	
	61 - 1,000 square feet	\$250 for first 60 square feet, \$.30 for each additional square foot up to and including 1,000	
	1,001 - 2,000 square feet	\$532 for first 1,000 square feet, \$.15 for each additional square foot up to and including 2,000	
	2,001 square feet and up	\$682 for first 2,000 square feet, \$.10 for each additional square foot	
	Plan Review - Multi-Family	25% of permit fee - non refundable (due at time of submittal)	
	Residential carports and storage buildings (201 and up square feet, no utilities)	\$100 flat fee	
	Residential storage buildings (with utilities)	\$350 flat fee	
	Residential garage enclosures	\$150.00	
	Mobile home permit	\$150.00	
	Residential demolition	\$75.00	
	Residential roofing - less than five (5) squares	no charge	
	Residential roofing - five (5) squares and above	\$65.00	
	Residential swimming pool: in-ground	\$180.00	
	Residential swimming pool: above ground	\$70.00	
Fences Inspection Fee	Over 7' high	\$3.00 per \$1,000.00 of valuation, minimum \$60.00	
	Masonry fences/walls exceeding 4' in height shall be engineered	\$3.00 per \$1,000.00 of valuation, minimum \$60.00	
Grading Permit Fees		\$250.00	
Other Inspections and Fees	Re-inspection fee	\$75.00	
	Stop work order release fee	\$200.00	
	Work without required permit	Double permit fee	
	Inspection request outside normal business hours (minimum 2 hours)	\$250.00	
	Special request inspection/ same day inspections	\$100.00	
	Board of Building Standards/ Mechanical, Plumbing, Electrical, and Swimming Pool		
	Board of Appeals request for hearing	\$100.00	
	Address change fee	\$100.00	
	Temporary building/ sales trailer	\$75.00	
BUS SERVICE (CITYLINK)	Correct change required, drivers do not carry change.		
	Passes		
	Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the fare box.		
	Fixed Route Service		
	Adult fare		
	One way adult fare	\$1.50	
	Day pass	\$3.00	
	7-day adult pass	\$15.00	
	31-day adult pass	\$45.00	
	Youth fare (requires valid school ID)		
	One way youth fare	\$1.00	
	7-day youth pass	\$10.00	
	31-day youth pass	\$25.00	
	Elderly/disabled fare (requires valid Medicare or Identification card)		
	One way elderly/disabled fare	\$0.65	
	7-day elderly/disabled pass	\$8.00	
	31-day elderly/disabled pass	\$20.00	
	Pre-schoolers (0-4)	No charge	
	Transfer (with paid fare)	No charge	
	ADA Paratransit Service		
	Regular service area fare	\$2.00	
	Extended service area fare	\$3.00	
	10-ride ticket book (regular service area)	\$20.00	
	10-ride ticket book (extended service area)	\$30.00	
	20-ride ticket book ADA	\$60.00	
	Evening Service		
	Work and school related trips	\$2.50	
	General trips	\$6.00	
	10-ride ticket book (CDBG/work related trips)	\$25.00	
	10-ride ticket book (general trips)	\$60.00	
	Charter Service* (subject to availability) - 2 hour minimum	\$100.00 / hour	

Fee/Permit	Item/Cost	Current	Proposed if Changing
	*Non-profit service organizations may qualify for a \$50 per hour rate with a \$100 minimum. CityLink will determine the qualification of the requesting organization.		
	Identification Cards		
	Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a \$2.00 charge for the ID card.		
CEMETERY			
Disinterment	Adult	\$800.00	
	Infant	\$500.00	
	Cremains	\$500.00	
Headstone Permit	Monument permit fee	\$50.00	
	VA Marker	No charge	
Interment Fee	Includes one tent set up. Second tent set-up fee is \$50.00. Interments not available on holidays.		
		Monday - Friday	
		Before 3:00 pm	
	Adult	\$750.00	
	Infant	\$350.00	
	Cremains	\$350.00	
	County	\$375.00	
	County Cremains	\$175.00	
		Monday - Friday	
		After 3:00 pm	
	Adult	\$1,000.00	
	Infant	\$475.00	
	Cremains	\$475.00	
	County	Not available	
	County Cremains	Not available	
		Saturday	
		Before 1:00 pm	
	Adult	\$1,200.00	
	Infant	\$600.00	
	Cremains	\$600.00	
	County	Not available	
	County Cremains	Not available	
	Monday through Friday services require a 24 hours' notice. If Saturday service is required, arrangements must be called into Cemetery Office no later than noon on Thursday.		
Spaces	Adult	\$750.00	
	Infant	\$300.00	
	Cremains	\$300.00	
	New space 2nd right	\$1,200.00	
	Preowned 2nd right	\$500.00	
CODE COMPLIANCE			
Abatement	Based on actual hours worked with a minimum of \$90.00 \$105.00		
	0 up to 3 hours	\$90.00	\$105.00
	each additional full hour, not to exceed total \$500 per abatement	\$30.00	\$35.00
	Trip fee, transport load to the landfill or recycle center		\$35.00
	Administration fee	\$100.00	\$125.00
Mowing	Contractor price		
	0 up to 15,000 sq. ft. lot	\$50.00	\$55.00
	0 up to 15,000 sq. ft. lot with house	\$55.00	\$60.00
	15,001 sq. ft. to one acre lot	\$65.00	\$70.00
	15,001 sq. ft. to one acre lot with house	\$70.00	\$75.00
	Over 1 acre for the first 2 acres each	\$70.00	\$75.00
	After 2nd acre each	\$45.00 per acre	\$50.00 per acre
	Additional fee for each mesquite laden acre or portion of	\$25.00 per acre	\$30.00 per acre
	Additional fee for each acre or portion of grass/weeds over 48" in height	\$25.00 per acre	\$30.00 per acre
	Administration fee	\$100.00	\$125.00
Securement	Based on size of opening to be secured		
	Opening 4'x4' or less (one half sheet of material)	\$70.00	\$75.00
	Opening more than 4'x4' and less than 4'x8' (full sheet of material)	\$100.00	\$105.00
	Administration fee	\$100.00	\$125.00
DVD COPY REQUEST	DVD (each)	\$3.00	
Channel 2 Programming State Law	Tex Admin. Code 70.10		
ENGINEERING	Drilling permit: Per permit	\$440.00	
	Driveway approach (each)	\$35.00	
	Re-inspection (per inspector)	\$35.00	
	Sidewalk, curb & gutter: 1st 100 L. F., then \$.06 for each L. F. thereafter	\$35.00	
	Floodplain development permit	\$150.00	
	Drainage plan review: Per review	\$25.00	
	Floodplain insurance determination	\$12.00	

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Maps: Copies of these will be provided for 8 1/2" x 11". In addition, any other actual materials costs will be assessed. Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$15.00 per hour, plus the cost of reproduction and/or materials.	\$.10 per page	
FESTIVAL GARDENS	Maximum seating is 160. A \$50.00 damage deposit is payable when the key is picked up. Admin/User Fee: \$5.00		
		Private, non-fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$150.00	
	Full Day (8:00AM - 11:00PM)	\$250.00	
		Nonprofit, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$175.00	
	Full Day (8:00AM - 11:00PM)	\$300.00	
		Commercial, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$300.00	
	Full Day (8:00AM - 11:00PM)	\$500.00	
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
State Licensing Inspections	0 - 6,000 sq. ft.	\$30.00	
	6,001 - 12, 000 sq. ft.	\$50.00	
	12,001 - 24,000 sq. ft.	\$100.00	
	Over 24,000 sq. ft.	\$200.00	
Operational Permits	Operational Permits:	\$50.00	
	Amusement building		
	Aviation facilities		
	Battery systems		
	Carnival/fair		
	Combustible dust-producing operations		
	Combustible fibers		
	Compressed gasses		
	Cryogenic fluids		
	Cutting & welding		
	Dry cleaning plants		
	Exhibits/trade shows		
	Explosives (fireworks)		
	Flammable & combustible liquids		
	Hazardous materials		
	High-piled storage		
	Industrial ovens		
	Liquid or gas fueled vehicles or equipment in assembled buildings		
	LP-gas		
	Lumber yards/woodworking plants		
	Open burning		
	Place of assembly where alcohol is consumed		
	Pyrotechnic special effects material		
	Repair garages and service stations		
	Spraying & dipping operations		
	Temporary membrane structures, tents & canopies (operate)		
	Waste handling (wrecking yards)		
Construction Permits	Permit	\$50.00	
	Automatic fire-extinguishing systems (install, remove, modify)		
	Compressed gas systems (install, remove, modify)		
	Fire alarm & detection systems (install, modify)		
	Fire pumps & related equipment (install, modify)		
	Flammable & combustible liquids (install, modify, removal of tanks, piping)		
	LP-gas (tank installation & modification)		
	Private fire hydrants (install, modify)		
	Spray room, dip tank or spray booth (install, modify)		
	Standpipe systems (install, modify, remove)		
	Temporary membrane, tents, and canopies (erect)		
	Tents - public access minimum 200 sq. ft.	\$50.00	
	Permanent structures 5,000 sq. ft. or less	\$75.00	
	Permanent structures 5,001 - 12,000 sq. ft.	\$100.00	
	Permanent structures 12,001 - 24,000 sq. ft.	\$150.00	
	Permanent structures Over 24,000 sq. ft.	\$200.00	
HEALTH SERVICES	Physicals for school /sports /employment	\$22.00	
	Birth certificate per copy (includes \$10 search fee)	\$23.00	
	Full payment for copies of birth certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.		
	Birth record search fee (regardless of whether a certified copy is issued or not)	\$10.00	
	Death certificate first copy (includes \$10 search fee)	\$21.00	
	Death certificate additional copies (if ordered with initial copy)	\$4.00	
	Full payment for copies of death certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.		
	Death record search fee (regardless of whether a certified copy is issued or not)	\$10.00	

Fee/Permit	Item/Cost	Current	Proposed if Changing
Testing	Chest x-ray	\$50.00	
	I-693 Medical Examination (required to apply for citizenship)	\$140.00	\$225.00
	Lab draw fee	\$12.00	
	TB skin test	\$25.00	
	HEP C	\$15.00	actual cost +20%
	Lab charges are based on cost plus 20% 40% and are subject to change when reference lab changes their costs. There is a minimum of \$5.00 on each item.		
	Pregnancy (urine)	actual cost +10%	actual cost +20%
	Pregnancy (serum)	actual cost +10%	actual cost +20%
	Albumin	actual cost +10%	actual cost +20%
	Alk. Phosphatase	actual cost +10%	actual cost +20%
	ALT (SGPT)	actual cost +10%	actual cost +20%
	AST (SGOT)	actual cost +10%	actual cost +20%
	BMP	actual cost +10%	actual cost +20%
	BUN	actual cost +10%	actual cost +20%
	Calcium	actual cost +10%	actual cost +20%
	CBC w/Diff	actual cost +10%	actual cost +20%
	CBC w/o Diff	actual cost +10%	actual cost +20%
	Cholesterol	actual cost +10%	actual cost +20%
	CMP	actual cost +10%	actual cost +20%
	Creatinine	actual cost +10%	actual cost +20%
	Electrolyte Profile	actual cost +10%	actual cost +20%
	Glucose	actual cost +10%	actual cost +20%
	HDL	actual cost +10%	actual cost +20%
	Hematocrit & Hemoglobin	actual cost +10%	actual cost +20%
	POC Hemoglobin	actual cost +10%	actual cost +20%
	Lipid Panel	actual cost +10%	actual cost +20%
	Liver	actual cost +10%	actual cost +20%
	Occult Blood	actual cost +10%	actual cost +20%
	Rabies (animal head shipment to Austin)	actual cost +10%	actual cost +20%
	Sed Rate	actual cost +10%	actual cost +20%
	Total Protein	actual cost +10%	actual cost +20%
	Triglyceride	actual cost +10%	actual cost +20%
	Urinalysis (Micro)	actual cost +10%	actual cost +20%
	1, 25 Dihydroxy Vit D	actual cost +10%	actual cost +20%
	25 Hydroxy Vit D	actual cost +10%	actual cost +20%
	ABO Group & RH Type	actual cost +10%	actual cost +20%
	AFP (Maternal serum)	actual cost +10%	actual cost +20%
	AFP (Tumor Marker)	actual cost +10%	actual cost +20%
	Aldolase	actual cost +10%	actual cost +20%
	Alk Phos Isoenzyme/Fractionated	actual cost +10%	actual cost +20%
	Amylase	actual cost +10%	actual cost +20%
	ANA w/RFX	actual cost +10%	actual cost +20%
	Bilirubin, Direct	actual cost +10%	actual cost +20%
	Bilirubin, Total	actual cost +10%	actual cost +20%
	Cancer Antigen 125	actual cost +10%	actual cost +20%
	Carbamaazine/Tegretol-trough	actual cost +10%	actual cost +20%
	CEA	actual cost +10%	actual cost +20%
	Ck/CPK, Total	actual cost +10%	actual cost +20%
	Cortisol, Total	actual cost +10%	actual cost +20%
	CRP	actual cost +10%	actual cost +20%
	DHEA	actual cost +10%	actual cost +20%
	DHEA-Sulfate	actual cost +10%	actual cost +20%
	Digoxin	actual cost +10%	actual cost +20%
	Dilantin/Phentoin "PTN"	actual cost +10%	actual cost +20%
	Direct LDL	actual cost +10%	actual cost +20%
	Drug Abuse Screen (Serum)	actual cost +10%	actual cost +20%
	Drug Abuse Screen (Urine)	actual cost +10%	actual cost +20%
	EBV Panel	actual cost +10%	actual cost +20%
	Estradiol	actual cost +10%	actual cost +20%
	Estrogen, Total	actual cost +10%	actual cost +20%
	Factor V "Leiden" Mutation	actual cost +10%	actual cost +20%
	Ferritin	actual cost +10%	actual cost +20%
	Folate, Serum	actual cost +10%	actual cost +20%
	FSH	actual cost +10%	actual cost +20%
	FSH & LH	actual cost +10%	actual cost +20%
	GGT	actual cost +10%	actual cost +20%
	H. Pylori Antigen-Stool	actual cost +10%	actual cost +20%
	HBV DNA, PCR Quant.	actual cost +10%	actual cost +20%
	HCG Serum QN	actual cost +10%	actual cost +20%
	Hemoglobin A1C w/MPG	actual cost +10%	actual cost +20%
	Hemoglobin Electrophoresis (See sickle)	actual cost +10%	actual cost +20%
	Hep A Ab Total	actual cost +10%	actual cost +20%
	Hep A IGM Ab	actual cost +10%	actual cost +20%

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Hep ABC	actual cost +10%	actual cost +20%
	Hep B AB Quant.	actual cost +10%	actual cost +20%
	Hep B Core IGM A	actual cost +10%	actual cost +20%
	Hep B Surface Ab (Titer)	actual cost +10%	actual cost +20%
	Hep B Surface Ag w/Conf	actual cost +10%	actual cost +20%
	Hep C Ab (HCV)	actual cost +10%	actual cost +20%
	Hep C RNA by PCR (Quantitative Viral Load)	actual cost +10%	actual cost +20%
	HIV 1/2 Refl WB	actual cost +10%	actual cost +20%
	Homocysteine	actual cost +10%	actual cost +20%
	HSV 1/2	actual cost +10%	actual cost +20%
	Insulin Total	actual cost +10%	actual cost +20%
	Iron	actual cost +10%	actual cost +20%
	Iron, Total & IBC	actual cost +10%	actual cost +20%
	Iron, Total & IBC, Ferritin	actual cost +10%	actual cost +20%
	LDL Direct	actual cost +10%	actual cost +20%
	Lead	actual cost +10%	actual cost +20%
	LH	actual cost +10%	actual cost +20%
	Lipase	actual cost +10%	actual cost +20%
	Lithium	actual cost +10%	actual cost +20%
	Lupus Anticoag	actual cost +10%	actual cost +20%
	Lyme Total AB rflx IgG, Igm, by IB	actual cost +10%	actual cost +20%
	Magnesium	actual cost +10%	actual cost +20%
	MMR Titer	actual cost +10%	actual cost +20%
	Mono Spot/Heterophile Mono	actual cost +10%	actual cost +20%
	Mumps Virus IGG, EIA	actual cost +10%	actual cost +20%
	OB Profile	actual cost +10%	actual cost +20%
	Phenobarbitol Level-trough	actual cost +10%	actual cost +20%
	Phosphate as Phosphorus	actual cost +10%	actual cost +20%
	Pro Time w/INR	actual cost +10%	actual cost +20%
	Progesterone	actual cost +10%	actual cost +20%
	Prolactin	actual cost +10%	actual cost +20%
	Prostate Specific Ag (PSA)	actual cost +10%	actual cost +20%
	Protein C Ag	actual cost +10%	actual cost +20%
	PSA F&T	actual cost +10%	actual cost +20%
	PTH, Intact & Calcium	actual cost +10%	actual cost +20%
	PTT Activated	actual cost +10%	actual cost +20%
	Quantiferon TB Gold Plus	actual cost +10%	actual cost +20%
	Renal Function Panel	actual cost +10%	actual cost +20%
	Reticulocyte Count	actual cost +10%	actual cost +20%
	Rheumatoid Factor (RA)	actual cost +10%	actual cost +20%
	Rubella IGG Ab	actual cost +10%	actual cost +20%
	Sickle Cell Screen	actual cost +10%	actual cost +20%
	T. Pallidum total AB w/ reflex	actual cost +10%	actual cost +20%
	T-3 Free	actual cost +10%	actual cost +20%
	T-3 Uptake	actual cost +10%	actual cost +20%
	T-4 (Thyroxine) Total	actual cost +10%	actual cost +20%
	T-4 Free	actual cost +10%	actual cost +20%
	T-4 Free and TSH	actual cost +10%	actual cost +20%
	Testosterone (Free and Total) w/ SHBG	actual cost +10%	actual cost +20%
	Testosterone, Total	actual cost +10%	actual cost +20%
	TSH	actual cost +10%	actual cost +20%
	Uric Acid	actual cost +10%	actual cost +20%
	Urine culture	actual cost +10%	actual cost +20%
	Varicella (VCV) IGG Ab	actual cost +10%	actual cost +20%
	Vitamin A	actual cost +10%	actual cost +20%
	Vitamin B1	actual cost +10%	actual cost +20%
	Vitamin B12	actual cost +10%	actual cost +20%
	Water (bacteriological)	actual cost +10%	actual cost +20%
Vaccinations (Shots)	Additional tests may be available. Contact the Abilene-Taylor County Public Health District at 325-692-5600 for more information.		
	Vaccinations shall be priced at actual cost + 10% and subject to change throughout the year. Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for current prices.		
		Private Pay	
	DT	actual cost +10%	
	DTAP	actual cost +10%	
	KINRIX	actual cost +10%	
	FLU	actual cost +10%	
	FLU/PNEUMONIA	actual cost +10%	
	PNEUMONIA	actual cost +10%	
	HEPATITIS A	actual cost +10%	
	HEPATITIS B	actual cost +10%	
	TWINRIX	actual cost +10%	
	GARDASIL	actual cost +10%	
	MENINGOCOCCAL	actual cost +10%	

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
Vaccines for Children Program	MENOMUNE	actual cost +10%	
	MMR	actual cost +10%	
	MMRV	actual cost +10%	
	PENTACEL	actual cost +10%	
	POLIO	actual cost +10%	
	PRE-EXPOSURE RABIES	actual cost +10%	
	PREVNAR	actual cost +10%	
	ROTATEQ	actual cost +10%	
	TD	actual cost +10%	
	TDAP	actual cost +10%	
	TYPHIM VAC	actual cost +10%	
	TYPHOID ORAL	actual cost +10%	
	VARICELLA	actual cost +10%	
	YELLOW FEVER	actual cost +10%	
	ZOSTAVAX	actual cost +10%	
	HIB	actual cost +10%	
Adult Safety Net Program	MISC INJECTIONS	actual cost +10%	
	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Vaccine for Children	
Mercy Clinic Fees	Administration fee per child	\$13.00	
	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Adult Safety Net	
Mercy Clinic Fees	Administration fee per vaccine	\$20.00	
	Well Woman Exam (WWE/NP Exam)	\$100.00	
Mercy Clinic Fees	STD Visit	\$25.00	
	Nurse Visit	\$15.00	
Mercy Clinic Fees	Routine Office Visit	\$35.00	
	Complex Office Visit	\$70.00	
Mercy Clinic Fees	UA	\$15.00	
	Urine Pregnancy Test	\$10.00	
Mercy Clinic Fees	Serum Pregnancy Test	\$20.00	
	Wet Mount	\$10.00	
Mercy Clinic Fees	Birth control pills (per pack)	\$10.00	
	Depo provera shot	\$50.00	
Mercy Clinic Fees	IUD	actual cost +10%	
	Nexplanon	actual cost +10%	
Mercy Clinic Fees	Nexplanon / IUD Insertion	\$125.00	
	Nexplanon / IUD Removal	\$125.00	
Mercy Clinic Fees	Nuvaring (box of 3)	actual cost +10%	
	Patches (box of 3)	actual cost +10%	
Mercy Clinic Fees	Testing:		
	Urine Culture	actual cost +10%	actual cost +20%
Mercy Clinic Fees	Prolactin	actual cost +10%	actual cost +20%
	HSV 1 & 2	actual cost +10%	actual cost +20%
Mercy Clinic Fees	TSH	actual cost +10%	actual cost +20%
	TSH reflex to free T4	actual cost +10%	actual cost +20%
Environmental Health			
	Daycare inspection fee	\$100.00	
Environmental Health	Environmental Health plan review fee	\$100.00	
	Environmental Health preliminary inspection fee	\$50.00	
Food Inspection & Permit	Temporary food permit and/or inspection	\$75.00	
	Food permits 4 times a year	\$350.00	
Food Inspection & Permit	Food permits 3 times a year	\$275.00	
	Food permits 2 times a year (and multi-seasonal)	\$200.00	
Food Inspection & Permit	Food permit 1 time a year	\$75.00	
	Food permit 1 time a year (temporary, non-profit, ball parks)	\$75.00	
Food Inspection & Permit	Food permit 1 time a year (seasonal) - snow cone 9-month option	\$100.00	
	Re-inspection fee for food establishment permit	\$75.00	
Food Inspection & Permit	Step-increase of \$50 for subsequent re-inspections		
	Late permit fee, if paid January 16-January 31 (in addition to permit fee)	\$50.00	
Food Inspection & Permit	Late permit fee, if paid after January 31 - (in addition to permit fee)	\$100.00	
	Mobile food truck/trailer permit	\$200.00	
Food Inspection & Permit	Late temporary food permit (express processing)	\$50.00	
	Catering add-on to annual permit (waives requirement to submit Temp Event App/Fee for each occurrence)		\$200.00
Food Inspection & Permit	Express permit inspection (less than 48 hours notice)		\$50.00
	Swimming Pool/Spa/Interactive Water Feature permit	\$200.00	\$240.00
Swimming Pool/Spa	Re-inspection fee for Swimming Pool/Spa/Interactive Water Feature permit	\$50.00	
	Step-increase of \$50 for subsequent re-inspections		
Swimming Pool/Spa	Express permit inspection (less than 48 hours notice)		\$50.00
	Application fee - assessed for new & variance permits	\$100.00	
Dog and Cat Permits	Dog and Cat Registration, Annual (\$2 goes directly to Clinic providing service)	\$8.00	moved from Animal Services
	Duplicate registration tag	\$8.00	moved from Animal Services
Dog and Cat Permits	Dangerous Dog permit, Annual	\$50.00	moved from Animal Services

Fee/Permit	Item/Cost	Current	Proposed if Changing
JUNKED VEHICLE PENALTIES	Any person, firm, or corporation who violates any provision of this Code related to junk vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars (\$500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.		
	Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:		
	1st offense of failure to abate each junked vehicle in authorized time limit	\$50.00	
	2nd offense of failure to abate each junked vehicle within a six (6) month period	\$75.00	
	3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period	\$100.00	
	In addition to the minimum penalty, charges for towing of the vehicle shall be added.		
LIBRARY	Replacement fee for lost or damaged card	\$1.00	
	Library card - Non-resident cards are available to Texans presently residing outside the City of Abilene per year.	\$30.00	
	Library cards are free to all City of Abilene residents and Dyess active duty & their families.		
	Lamination fee per linear foot	\$1.00	
	Lost and damaged materials. The processing fee is not refundable.	Price of the item plus a \$5.00 processing fee	
	Black and white copies per page	\$0.15	
	Color copies per page	\$0.45	
	Flash drives	\$5.00	
	Sewing machine needle replacement	\$0.50	
	3D Printing fee per gram (\$1.00 minimum charge)	\$0.15	
	Rental For-profit groups or groups from outside the City of Abilene will be charged fees. Fees are payable at the time a reservation is made and are refundable if cancelled at least one week before the scheduled event.		
	Main, Mockingbird, South public meeting rooms - rental fees for the rooms are per hour or any part of an hour.	\$25.00	
	Main, Mockingbird, South branch meeting room - nonprofit group per event	No Charge	
	South branch technology fee for usage of the advance technology per event*	\$25.00	
	*technology fee applies to both profit and nonprofit groups		
MAXWELL MUNICIPAL GOLF COURSE	Per lease agreement for the operation and management of the municipal golf course, the lessee has sole authority to set pricing for all fees up to a maximum of ten percent annually. Potential fee increases greater than ten percent do require approval from the City. The fees listed below were in effect at the time of the first reading of the proposed budget and subject to change. Please contact the Maxwell Golf Course at 325-692-2737 for current rates.		
	Green Fees		
	Green fees: weekday (Times Vary Does not include holidays that fall on weekdays)		
	Walking	\$20.00	
	Riding	\$34.50	
	Junior/senior walking	\$14.40	
	Junior/senior riding	\$28.99	
	Green fees: weekend (Times Vary)		
	Walking	\$26.86	
	Riding	\$41.35	
	Junior/senior walking	\$20.00	
	Junior/senior riding	\$34.50	
	Twilight: weekday (Times Vary)		
	no cart	\$17.00	
	with cart	\$27.00	
	Super Twilight: weekday (Times Vary)		
	walking	\$11.00	
	with cart	\$22.00	
	Twilight: weekend (Times Vary)		
	no cart	\$21.20	
	with cart	\$31.20	
	Super Twilight: weekend (Times Vary)		
	walking	\$11.00	
	with cart	\$24.40	
	Additional fee applies to rates above if playing alone:		
	Single rider fee - through Twilight	\$5.00	
	Single rider fee - Super Twilight	\$4.00	
	Trail fee	\$10.00	
	Tournament Prices: weekday	\$33.00	
	Tournament Prices: weekend / holiday	\$38.50	
	10 Play-Card Options Senior weekday (no holidays) with cart	\$242.00	
	Senior 7 day with cart	\$266.00	
	Senior weekday (no holidays) with trail	\$221.00	
	Senior 7 day with trail	\$245.20	
	Regular 7 day with cart	\$344.85	
	Regular 7 day with trail	\$323.85	

Fee/Permit	Item/Cost	Current	Proposed if Changing
Memberships	Single Annual Membership:		
	Walking	\$1,344.47	
	with Trail fee	\$2,524.67	
	with Cart	\$2,621.31	
	with Trail + Shed	\$2,709.14	
	Couple's Annual Membership:		
	Walking	\$2,016.70	
	with Trail fee	\$3,338.13	
	with Cart	\$3,877.50	
	with Trail + Shed	\$3,448.51	
	Senior Single Annual Membership:		
	Walking (5 days/week)	\$712.07	
	Walking (7 days/week)	\$1,008.35	
	Senior w/ cart (5 days/week)	\$1,855.78	
	Senior w/ cart (7 days/week)	\$2,214.28	
	Senior w/ trail (5 days/week)	\$1,528.90	
	Senior w/ trail (7 days/week)	\$2,117.89	
	with Trail + Shed (5 days/week)	\$1,803.90	
	with Trail + Shed (7 days/week)	\$2,339.34	
	Senior Couple's Annual Membership:		
	Walking (5 days/week)	\$1,068.11	
	with Trail (5 days/week)	\$1,959.68	
	with Trail (7days/week)	\$2,727.95	
	with Cart (5 days/week)	\$2,783.64	
	with Cart (7 days/week)	\$3,321.40	
	with Trail + Shed (5 days/week)	\$2,195.53	
	with Trail + Shed (7 days/week)	\$2,893.93	
	Additional single rider fee if playing alone	\$5.00	
Driving Range	Driving range - large basket	\$12.00	
	Driving range - medium basket	\$8.00	
	Driving range - small basket	\$4.00	
	Junior Summer Pass (includes range and golf)	\$310.68	
	Lessons	Set by the instructor	
MUNICIPAL COURT	Child Safety Fund Fee - assessed on parking violations	\$5.00	
	Local Consolidated Fee	\$14.00	
	In accordance with Local Government Code Sec. 134.103(a) . Fee is assessed on conviction of nonjailable misdemeanor offenses, including an offense related to a pedestrian or parking violations.		
	Court Cost for Defensive Driving:		
	Regular citation	\$144.00	
	Offense in school zone	\$169.00	
	Warrant Fee - executing or processing a warrant, capias, or capias pro fine.	\$50.00	
	Filing fee for appeal of determination of hearing officer regarding parking violation	\$5.00	
	Administrative court fee	\$20.00	
Teen Court Fee	City employee staffing fee to work special events / tournaments	\$25.00 / hour per person	
PARKS AND RECREATION	Parks Athletic field line painting (football, soccer, rugby):		
	Initial setup / layout (no paint) - per field	\$200.00	
	Line painting - per field	\$125.00	
	Ball Field Lights (for all field light usage other than official league games)	\$20.00/hour per field	
	Facility use charge:		
	Residents - per player, per season	\$20.00	
	Non-residents - per player, per season	\$25.00	
	Select Team Player - per year	\$25.00	
	Bounce House in the Park	\$25.00	
	Park Pavilions per four (4) hour time slot	\$25.00	
	Minter Park Water Curtain:		
	Pre-programmed / pre-approved name, phrase, or design	\$25.00 / hour	
	Pre-programmed / pre-approved name, phrase, or design	\$100.00 / day	
	Special event live programming by City employee	\$50.00 / hour	
	Pro/Semi pro field use per game/use	\$250.00	
	Rose Park Amphitheater per day	\$50.00	
	Trash bags if purchased from the City per case	\$65.00	
	Vendors in the Park	\$30-\$50/event/day	
	Use of electrical outlets in parks	\$20 per event per day	
	Tournament fee: Per team / per tournament	\$25.00	
	All Adventure Cove fees are subject to sales tax.		
	Adventure Cove: 2 and under	No Charge	
	Adventure Cove: Child less than 48" tall	\$5.50	\$6.00
	Adventure Cove: Child / adolescent 48" tall	\$7.50	\$8.00
	Adventure Cove: Adult	\$8.50	\$9.00
	Adventure Cove: Doggie splash day - per dog	\$3.00	
	Adventure Cove: Seasonal Memberships		
	Family of 4 Seasonal Membership		\$250.00
	Per-person add on fee for Family of 4		\$20.00
	Single Seasonal Membership		\$65.00
	Shallow Water Lifeguard Course - per person	\$135.00	
Aquatics / Adventure Cove			

Fee/Permit	Item/Cost	Current	Proposed if Changing
Recreation	Swimming lessons: 2 week session	\$45.00	
	Adventure Cove Pavilion & Facility Rentals:		
	2 hour rental	\$200.00	\$250.00
	After-hours rental: 2 hours	\$700.00	\$750.00
	After-hours rental: each additional hour	\$300.00	\$350.00
	Adventure Cove: Lifeguard re-certification fee	\$75.00	
	Special events admission fee	up to \$50.00	
	After School Program – per student / week	\$15.00	
	Bike race/ride – individual	\$60.00	
	Bike race/ride – team	\$40.00	
	Bike race/ride – registration day of race additional	\$20.00	
	Camps winter break	\$100.00	
	Camps spring break	\$100.00	
	Youth council talent show student	\$3.00	
	Youth council talent show adult	\$5.00	
	Classes: Instructor receives 75% of fee; City of Abilene receives 25% of fee	Price set by instructor	
	Daddy daughter date night per person	\$12.00	\$15.00
	Half marathon individual	\$50.00	
	Half marathon team	\$40.00	
	Half marathon day of registration – additional	\$20.00	
	Heels & wheels duathlon individual	\$35.00	
	Heels & wheels duathlon team	\$40.00	
	Heels & wheels day of registration – additional	\$10.00	
	Leagues youth girls volleyball per person per season	\$55.00	
	Leagues youth basketball per person per season	\$60.00	
	Leagues youth flag football per person per season	\$75.00	
	Leagues adult basketball per person per season	\$45.00	
	Leagues adult flag football per team per season	\$350.00	
	Leagues adult kickball per person per season	\$20.00	
	Leagues adult volleyball per person per season	\$45.00	
	Leagues pickleball per person per season	\$10.00	
	Leagues spikeball per person per season	\$10.00	
	Annual Race 1k-12 and under	\$10.00	
	Annual Race 5k	\$35.00	
	Annual Race 10k	\$45.00	
	Annual Race day of registration – additional	\$20.00	
	Mother/Son date night per person	\$12.00	\$15.00
	Recreation Activity Buildings: Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63. A \$100.00 damage deposit is required. Admin/user fee \$5.00		
		Private Non fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$150.00	
	9:00 AM - 12:00 AM per activity	\$250.00	
		Non Profit fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$175.00	
	9:00 AM - 12:00 AM per activity	\$300.00	
		Commercial fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$300.00	
	9:00 AM - 12:00 AM per activity	\$500.00	
	Recreation Center: Rates are hourly. A \$100.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: \$5.00		
	Private, non-fundraising per hour	\$35.00	
	Non-profit, fundraising per hour	\$45.00	
	Commercial, fundraising per hour	\$60.00	
	Summer playground program:-		
	1 Week Session / per child / per program	\$50.00	
	2 Week Session / per child / per program	\$85.00	
	TAAF Flag Football: Per team	\$350.00	
	TAAF Track Meet admission fee: per person	\$5.00	
	Wellness Jamboree: Vendor booth fee for first come/first serve area	\$50.00	
	Wellness Jamboree: Vendor booth fee for premium booth locations	\$100.00	
	Wellness Jamboree: Admission fee	No Charge	
Tennis	Tennis center: juniors membership fee annual	\$75.00	
	Tennis center: adults membership fee annual	\$100.00	
	Tennis center: family membership fee annual	\$150.00	
	Tennis center court fee	No Charge	
	Membership benefits include 3 day advance reservation on courts and ball machine and price break on lesson		
	Tennis center court fee non-member	\$3.00/person	
	Tennis center ball machine hourly rate non member	\$10.00-\$15.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (members)	\$10.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (non-members)	\$15.00	
	Tennis center ball machine - Yearly registration	\$100.00	
	Tennis tournament fee	\$15-\$50	
Senior Services	Senior Services activity rental: a \$100.00 damage deposit will be required for the rental of these facilities		
	Grand Ball Room (includes the use of 140 stack chairs)		

Fee/Permit	Item/Cost	Current	Proposed if Changing	
	Full-day rental 9:00 AM - 11:00 PM	\$425.00		
	Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM	\$300.00		
	Dining Room (includes use of 40-3'x3' tables and 180 stack chairs and patio)			
	Full-day rental 9:00 AM - 11:00 PM	\$425.00		
	Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM	\$300.00		
	Senior meal fee: age 60 and over pre-qualified reduced		\$1.00	
	Senior meal fee: age 60 and over	\$2.00	\$3.00	
	Senior lunch meal fee: under the age of 60	\$3.50	\$4.50	
	Senior dances admission fee	\$6.00		
	Senior special events admission fee	up to \$45.00		
	Senior talent show admission fee	\$5.00		
	Senior Thursday night weekly dance	\$5.00		
	Special events may be added upon approval of the City Manager or his designee			
	PLANNING	Board of Adjustment Filing/Application Fees	\$400.00	
	Planning Infill Development Incentive	Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.		
Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps	Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.	\$.10 per page		
Subdivision	Requests for the creation of maps or other documents not already existing will only be available based on availability of staff	\$15.00 per hour, plus the cost of reproduction and/or materials.		
	Preliminary development plan	No Charge		
	Plat, preliminary (applicant will also be responsible for actual filing costs)	\$500.00*	\$350.00*	
	Plat, final (applicant will also be responsible for actual filing costs)	\$500.00*	\$350.00*	
	Plat, minor (applicant will also be responsible for actual filing costs)	\$500.00*	\$350.00*	
	Plat, replat (applicant will also be responsible for actual filing costs)	\$500.00*	\$350.00*	
	Easement release	\$400.00		
	Thoroughfare abandonment (based on land value)	\$1,500.00**		
	*Plat fees are \$500.00 \$350.00 for the first 4 lots, plus \$20.00 \$15.00 per lot thereafter (maximum review fee of \$2,500)			
	** Thoroughfare abandonment fee is 10% of the calculated land value of the ROW area to be abandoned, based on average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500.00. Any portion over the minimum fee is refundable if the abandonment is not approved.			
	Street name change (applicant also responsible for notification costs)	\$800.00		
	Proportionality appeal	\$500.00		
	Sidewalk waiver or deviation (plat)	\$250.00		
	Sidewalk deferral agreement	\$100.00		
	Signs	Miscellaneous permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.	\$100.00	
If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of notifications and re-posting of notice.				
Sign permit - billboard (based on sign value)		\$ 500.00*		
Sign permit - non-billboard (based on sign value)		\$ 200.00*		
Sign permit - portable		\$50.00		
*Sign permit fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater				
Other		Itinerant business permit	\$100.00	
Misc. other permit/application		\$100.00		
POLICE				
Other		Fingerprinting services	\$10.00	
	Accident reports	\$6.00		
	Trailer inspection fee	\$40.00		
Records	Admin fee to gather info (if more than 50 pages) per hour	\$15.00		
	Arrest report per page	\$0.10		
	Certified report	\$1.00		
	CD case	\$0.50		
	Clearance letter per letter	\$5.00		
	DVD	\$3.00		
	Non-rewriteable CD (CD-R)	\$1.00		
	Overhead charge	20% of labor charge		
	Police reports per page	\$0.10		
Vehicle Impoundment Fees	Daily storage fee	\$20.00		
	Daily tax	\$1.65		
(Set by State Law Occupations Code)	Towing charge	Varies by vehicle		
Animal Disposal	Disposal of small animals for Clinics picked up by Animal Services on assigned day	\$4.00	<i>moved from Animal Services</i>	
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	\$10.00	<i>moved from Animal Services</i>	
	Disposal of small animals for Clinics dropped off at Animal Services	No charge	<i>moved from Animal Services</i>	

Fee/Permit		Item/Cost	Current	Proposed if Changing
		Disposal of livestock animals	\$100.00	<i>moved from Animal Services</i>
PUBLIC INFORMATION REQUEST		Pursuant to the Public Information Act, Tex. Gov't Code Chapter 552.2615, if a request for a copy of public information will result in the imposition of a charge that exceeds \$40.00, or a request to inspect a paper record will result in the imposition of a charge under 552.271 that exceeds \$40.00, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method.		
(State Regulated)		The basic charge for copies of public information is currently \$.10 per page, \$3.00 per DVD, and \$1.00 per CD. Voluminous requests may also result in personnel costs, currently a flat rate of \$15.00 per hour, and overhead, charged at 20% of the total personnel costs for the request. The Office of the Attorney General has published a handbook interpreting the Texas Public Information Act.		
PUBLIC RIGHT-OF-WAYS				
Franchise Fees		Cable Television:		
		Initial franchise application and review fee	\$5,000.00	
		Franchise renewal application and review fee	\$1,000.00	
		Cable Television Franchise Fee	5% of grantee's gross revenues	
			.001116¢ per kilowatt-hour of services delivered	
		Electric		
		Gas	5% of grantee's gross revenues	
		Non-Emergency Ambulance Transfer Service:		
		Franchise fee for non-emergency ambulance transfer service is 3.5% of the total amount billed for ambulance services fees and other income derived from operations within the City.	3.5% of billings for services fees & other income	
		Note: only collected if city is requested to financially subsidize the operation of ambulance service within the city.		
		Telecommunications	set by the Public Utility Commission of Texas	
		Underground Encroachments:		
		Franchise fee for subsurface structure under public property	\$.02 per cubic foot / annual	
		Sidewalk elevator or lift	\$100 / annual	
Wireless Communication Network Nodes		Permits for use of public right-of-way:		
(State Regulated)		Application fee - \$500 deposit per application covering up to 5 network nodes, \$250 deposit for each additional network node, and \$1,000 deposit per pole.	Actual cost to process	
		*A \$500 deposit is required at the time of application. The actual application fee will vary and is based on the actual direct costs incurred by the City to process the application, not to exceed the amounts stated in Local Government Code Sec. 284.156.		
		Public Right-of-Way rates:		
		Use of public right-of-way (per installed network node)	\$250 / annual	
		Transport facilities charge (monthly rate per connected network node)*	\$28 / month	
		*charge is in addition to the annual use of public right-of-way charge		
		Collocation of network nodes on service poles (per service pole)	\$20 / annual	
PUBLIC WORKS				
		Recyclable hauling permit fee, per vehicle or trailer	\$50.00	
RECYCLING		Sales tax is extra on services		
Mulch		Mulch self loaded by resident	No Charge	
		Loaded by City staff (per yard)	\$4.62	
		30 yards (per yd.)	\$4.62	
		Delivery charge	\$220.00	
Regrind Mulch		Sales tax is extra on services		
		Prices are per yard.		
		Mulch self loaded by resident 1 yard or less	No Charge	
		30 yds.		
		Premium \$6.47/yd	\$6.47 / yard	
		Delivery charge	\$220.00	
Cardboard Collection Services		Sales tax is extra on services		
		Cardboard recycling 8 yard container:		
		One a week collection per month	\$67.50	
		Two a week collection per month	\$105.00	
		Three a week collection per month	\$142.50	
		Each additional collection at same site	\$37.50	
		Recycle 40 yard Cardboard monthly	\$954.00	
		Each additional collection at same site	\$220.00	
Freon Units/Other Appliances		No tax		
		Residential Freon unit - 1st unit	No Charge	
		Residential Freon unit - 2nd unit	\$5.00	
		Commercial Freon unit	\$5.00	
		Commercial other appliances	\$2.50	
Tires		No sales tax		
		Rim size		

Fee/Permit	Item/Cost	Current	Proposed if Changing
Other	13" - 14" (no rims accepted)	\$1.00	
	15" - 20" (no rims accepted)	\$2.00	
	Truck (no rims accepted)	\$5.00	
	Farm (no rims accepted)	\$10.00	
	Per Delivery to Recycler	\$220.00	
	Brush Center Commercial Fee	\$30.00 per load	
ROAD HUMPS	Application fee Those requesting road humps are responsible for the installation cost of the road humps, notifications costs, and associated signs and markings. Cost per hump varies. Call Traffic Engineering for an estimate.	\$100.00	
SCOOTER & BICYCLE SHARING	Scooter & Bicycle Sharing Permit:		
	Initial permit (24 months)	\$1,500.00	
	Renewal permit fee (12 months)	\$750.00	
SOLICITATION PERMIT	Application permit fee (30 days)	\$50.00	
	For each additional solicitor/worker	\$30.00	
	Yearly application fee (local business only)	\$100.00	
	Yearly fee for each additional solicitor/worker	\$30.00	
SOLID WASTE	Sales tax is extra on services		
	Environmental charge per month all accounts	\$2.00	\$3.50
Residential	Regular collection services monthly charge	\$22.50	\$24.00
Commercial	Minimum charge of \$22.50 per month for Commercial accounts	\$22.50	
Commercial Sideloader	90 gallon	\$30.00	
(emptied 2 times per week)	300 gallon	\$65.00	
	300 gallon shared by 2 com. Each	\$32.50	
Frontloader Services	Two times per week collection:		
	2 vard container per month	\$63.00	
	3 vard container per month	\$83.00	
	4 vard container per month	\$103.00	
	6 vard container per month	\$130.00	
	8 vard container per month	\$166.00	
	Frontload compactor subject to per cubic vard rate of \$2.95 per cubic vard		
	4 times per week collection:		
	2 vard container per month	\$118.00	
	3 vard container per month	\$159.00	
	4 vard container per month	\$199.00	
	6 vard container per month	\$271.00	
	8 vard container per month	\$346.00	
	Frontload compactor subject to per cubic vard rate of \$2.95 per cubic vard		
Extra Collections	2, 3 or 4 vard container	\$40.00	
	6 or 8 vard container	\$50.00	
	Frontload compactor subject to per cubic vard rate of \$2.95 per cubic vard		
Stationary Compactor Service	Privately-Owned		
	20 vd. 30 Yd. 40 Yd.		
Collections per week 1	\$1182.00 \$1462.00 \$1739.00		
Collections per week 2	2364.00 2924.00 3478.00		
Collections per week 3	3546.00 4386.00 5217.00		
Collections per week 4	4728.00 5848.00 6956.00		
Other Monthly	30 Yd. Compactor with Turn Charge - 1 collection per week	\$1,822.72	
	34 Yd. Compactor with Turn Charge - 1 collection per week	\$2,115.61	
	10 Yd. Compactor with Turn Charge - 1 collection per week	\$690.00	
	10 Yd. Compactor - 1 collection per week	\$617.00	
Extra Collections / On Call Service	20 vard compactor	\$303.00	
	30 vard compactor	\$374.00	
	40 vard compactor	\$447.00	
	10 Yd. Compactor	\$152.00	
	10 Yd. Compactor with Turn Charge	\$221.00	
Compactors for Recycle Only	Privately-Owned Unit		
	Per Delivery to Recycler	\$220.00	
Turning Charge	Per Collection	\$66.00	
Roll-Off Open Scheduled	Per Week 20 yd. 30yd 40 yd.		
	1 \$1128.00 \$1402.00 \$1674.00		
	2 2256.00 2804.00 3348.00		
	3 3384.00 4206.00 5022.00		
Roll-Off Open Non Scheduled	Container Size	Per Collection	
	20 yard	\$300.00	
	30 yard	\$370.00	
	40 yard	\$440.00	
Roll-Off Non-Scheduled (short term)	Size Charge Daily Rental Per Collection Charge		
	20/30/40 yard \$73.00 \$4.00 \$242 haul+\$32.00 per ton		
Open Top Containers	Permanent per month	\$184.00	
Brush and Bulky	Knuckle boom truck - city crew loading service per hour	\$78.00	
	Rear loader truck - city crew loading per hour	\$48.00	
Container Exchange/Refurbishment	100 or 300 gallon	\$37.50	

Fee/Permit	Item/Cost	Current	Proposed if Changing
Special Event Service	2 yard	\$53.50	
	3 yard	\$64.50	
	4 yard	\$84.50	
	6 yard	\$102.50	
	8 yard	\$121.50	
	90 gallon per cart per dump	\$5.00	
	4 cubic yard per container per dump	\$40.00	
	8 cubic yard per container per dump	\$50.00	
	20 cubic yard per container per dump	\$314.00	
	30 cubic yard per container per dump	\$387.00	
	40 cubic yard per container per dump	\$461.00	
	Flatbed truck per load	\$78.00	
	Wash container	\$68.00	
SPECIAL EVENT AND STREET USE LICENSE	Special Event Application fee	\$100.00	
	Single Day Local: no control over the street; pre-approved route; not in Downtown	\$25.00	
	Single Day: less than 10 hours in duration; requiring control of local/minor streets; in Downtown Area	\$50.00	
	Multiday: multiple day event or major impact; requiring control streets; in Downtown Area	\$100.00	
	Downtown Parades: closed streets, approved route in the Downtown Area	\$200.00	
	Outside of Downtown Street Use License: any other private use upon any public street, alley, sidewalk, or public way	\$100.00	
	Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons	Per rod price as negotiated	
STORMWATER SERVICES	Stormwater utility rates are included on users monthly water bill and are shown on this schedule under Water Bill Commercial or Water Bill Residential, as appropriate.		
	RESIDENTIAL		
	Tier 1 <= 1,280 square feet	\$3.00	
	Tier 2 1,281 to 2,880 square feet	\$4.00	
	Tier 3 2,881 - 3,500	\$4.75	
	Tier 4 > 3,500 square feet	\$5.75	
	COMMERCIAL		
	minimum rate	\$7.50	
	per square foot	\$0.00080	
	maximum rate	\$73.00	
	Environmental Charge - Stormwater	\$1.50	
STREETS	Estimate fee	\$25.00	
	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.		
	Hot mix asphalt (ton)	actual cost	
	Base (cu. yd.)	actual cost	
	Grade #6	actual cost	
	CBS-1 (gallon)	actual cost	
	Clean up (ton)	actual cost	
	Saw blade	actual cost	
	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.		
		Base Cost	
	#1 Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)	actual cost	
	#2 Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill & cleanup)	actual cost	
	#3 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (plumber's backfill & cleanup)	actual cost	
	#4 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (City backfill & cleanup)	actual cost	
	Street Maintenance Fee		
	Residential - monthly charge		
	R1 Single Family Residence	\$8.75 per non-irrigation meter	
	MF Multifamily	\$8.00 per dwelling unit	
	LM1 Low-Moderate Income	\$1.75 per non-irrigation meter	
	<i>Persons who make 50% or less of the median family income as defined by the City's Office of Neighborhood Services are eligible to pay the reduced Low-to-Moderate-Income (LM1) rate. Applications for LM1 rate reduction are available at www.abilenetx.gov or call 325-437-4576.</i>		
	Commercial - monthly charge		
	C1 Base Trip Rate 0.00 to 4.99	\$45.00	
	C2 Base Trip Rate 5.00 to 14.99	\$55.00	
	C3 Base Trip Rate 15.00 to 49.99	\$65.00	
	C4 Base Trip Rate 50.00 to 199.99	\$75.00	
	C5 Base Trip Rate 200.00 to 999.99	\$85.00	
	C6 Base Trip Rate 1,000 or greater	\$95.00	
	See City of Abilene Ordinance No. 35-2018, Exhibit A available at www.abilenetx.gov for how base trip rate is determined.		

Fee/Permit	Item/Cost	Current	Proposed if Changing
TAXI/LIMO LICENSE PERMIT	Owner License Fee (Yearly)	\$100.00	
	Vehicle permit (Per Vehicle)	\$25.00	
	Driver permit (Per Driver)	\$25.00	
	Replacement Fee	\$5.00	
TRAFFIC & TRANSPORTATION	City Ordinance Parking violations:		
Parking	*Amounts listed below are the minimum fines, unless a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below do not include \$14 Local Consolidated Fee and \$5 Child Safety Fund fee (see Municipal Court section). Amounts also exclude State portion of fines and fees. Fees subject to change in accordance with state law.		
	Exceeding posted time limit, first offense within 30-day period	\$6.00	
	Exceeding posted time limit, second offense within 30-day period	\$26.00	
	Exceeding posted time limit, third offense within 30-day period	\$51.00	
	Exceeding posted time limit, fourth and all subsequent offenses within 30-day period	\$101.00	
	Parking in a school zone, first offense	\$26.00	
	Parking in a school zone, second offense	\$51.00	
	Parking in a school zone, third offense	\$76.00	
	Parking in a red zone	\$144.00	
	All other parking violations	\$21.00	
	<i>Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed \$500.00 for each offense.</i>		
	Boot fee	\$25.00	
	Construction parking permit: Per vehicle per day (Monday-Friday)	\$3.00	
	Parking lot lease: Each space, per month varies by lot	\$10.00 to \$20.00	
Resident Only Parking Program	Application fee	\$50.00	
	Installation of Resident Parking Only sign, each	\$200.00	
	Resident Only Parking Permit, each	\$5.00	
	Guest pass, each	\$5.00	
	Replacement Parking Permit	\$5.00	
Tree Trimming	Administrative fee	\$250.00	
Housing Moving Permit	House moving permit	\$200.00	
	If passing under a traffic control device per permit	add \$50.00	
	If a traffic control device must be moved	add \$150.00	
	After hours and Saturdays	add \$160.00	
	Rescheduling Fee	\$100.00	
	Failure to procure permit	\$500.00	
	No moving permits granted for Sundays		
WATER			
Residential (service to all domestic housing of three units or less)	Customer Service Charge	Based on Meter Size*	
Water	5/8 or 3/4	\$18.25 min. per month	
	1 inch	\$28.00	
	1 1/2 inch	\$51.75	
	2 inch	\$86.00	
	3 inch	\$162.00	
	4 inch	\$243.00	
	6 inch	\$452.00	
	8 inch	\$734.00	
	10 inch	\$990.00	
	First 6,000 gallons per thousand gallons	\$3.85	\$4.15
	7,000 - 15,000 gallons per thousand gallons	\$6.55	\$7.10
	Over 15,000 gallons per thousand gallons	\$9.20	\$9.95
	Outside of City limits, double above rates for water consumption		
Sewer			
	Customer Service Charge	\$16.00 minimum	
	First 10,000 gallons per thousand gallons	\$2.90	\$3.40
	Over 10,000 gallons	No additional charge	
Environmental	All Accounts per account	\$3.50	\$5.00
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.50 to Stormwater Services and \$2.00 \$3.50 to Solid Waste)		
Commercial (business operations and residential housing with four units or more)			
	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	\$18.25 min. per month	
	1 inch	\$28.00	
	1 1/2 inch	\$51.75	
	2 inch	\$86.00	
	3 inch	\$162.00	
	4 inch	\$243.00	
	6 inch	\$452.00	
	8 inch	\$734.00	
	10 inch	\$990.00	
	All consumption per thousand gallons	\$6.55	\$7.10
	Outside of City limits, double above rates for water consumption		

Fee/Permit	Item/Cost	Current	Proposed if Changing
Sewer	Customer Service Charge	\$16.00 minimum	
	All use per thousand gallons	\$2.90	\$3.40
Environmental	All Accounts per account	\$3.50	\$5.00
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.50 to Stormwater Services and \$2.00 \$3.50 to Solid Waste)		
Industrial, Manufacturing and Institutions	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	\$18.25 min. per month	
	1 inch	\$28.00	
	1 1/2 inch	\$51.75	
	2 inch	\$86.00	
	3 inch	\$162.00	
	4 inch	\$243.00	
	6 inch	\$452.00	
	8 inch	\$734.00	
	10 inch	\$990.00	
	All consumption per thousand gallons	\$5.40	\$5.85
	Outside of City limits, double above rates for water consumption		
	Customer Service Charge	\$16.00 minimum	
	All use per thousand gallons	\$2.90	\$3.40
Surcharge Rate:	B.O.D. per pound	\$0.091	
	T.S.S. per pound	\$0.067	
	F.O.G. per pound	\$0.091	
Wholesale Water (Contract)	All consumption per thousand gallons	\$7.80	\$8.45
Environmental	All Accounts per account	\$3.50	\$5.00
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.50 to Stormwater Services and \$2.00 \$3.50 to Solid Waste)		
Multiple Housing Units	Multiple Housing Units: When more than two living or business units are supplied through one meter, each additional living or business unit will be charged two dollars and ninety cents (\$2.90). No credit shall be allowed for vacant or unoccupied units if the utility account remains active.		
Fire Line Sprinkler System	\$2.00 per inch in diameter of service connection		
Water Bill	Set up fee \$60.00	\$60.00	
Construction Water	Construction Water all use per thousand gallons	\$8.00	\$8.65
	Outside of City limits, double above rates for water consumption.		
Yard Meter	Yard meters all use per thousand gallons	\$8.00	\$8.65
	Outside of City limits, double above rates for water consumption.		
Raw Water	Retail raw water per thousand gallons	\$0.79	
	Outside of City limits, double above rate for water consumption.		
	Additional rates may apply for Enhanced System (\$0.56) and/or Alternate Supplies (\$2.96)		
Reuse Water (Type 1 Reclaimed Effluent)	Retail reuse water per thousand gallons	\$0.52	
	Outside of City limits, double above rate for water consumption.		
Pro Rata Charge for Water and Sewer Line Connection			
Sewer	Installed prior to June 30, 1981 per frontage foot	\$2.25	
	Installed after June 30, 1981 per frontage foot	\$4.00	
Water	Installed prior to June 30, 1981 per frontage foot	\$3.25	
	Installed after June 30, 1981 per frontage foot	\$5.00	
	The basis for determining footage amounts is described in Chapter 32 of the Municipal Code		
Water Bill	Note: A plumbing permit must be issued by Building Inspection prior to payment of the tap fee.		
Tap Fees	New taps:		
	3/4 inch	\$500.00	
	1 inch	\$550.00	
	1-1/2 inch	\$775.00	
	2 inch and larger	Actual cost of installation	
	Replacement tap credit:		
	3/4 inch	\$20.00	
	1 inch	\$40.00	
	1-1/2 inch	\$100.00	
	New service	\$50.00	
Service Charges	Transfer service	\$50.00	
	Temporary service	\$50.00	
	Delinquent on	\$50.00	
	Illegal consumption	\$100.00	
	Re-read meter	\$50.00	
	Return payment charge (per account)	\$30.00	
	Meter test	\$50.00	
	Deposits may be required based on payment history and/or credit worthiness		
	Required for a construction meter loaned to account holder (credited upon return)	\$250.00	
Meter Tampering / Damage Fee	First offense, within 2-year period	warning, no charge	
	Second offense, within 2-year period	\$200.00	
	Third offense, within 2-year period	\$400.00	
Water Analysis Fees			

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
	Total by titration Alk(T)	\$12.00	
	Carbonate/bicarbonate by titration Alk (C)	\$12.00	
	Nitrogen (NH ₃ -N) (by ISE)	\$14.00	
	Nitrogen (NH ₃ -N) (Distilled)	\$44.00	
	Anion Scan by EPA 300.0A, Includes:		
	Fluoride (F-), Chloride (Cl-), Nitrite (NO ₂ -N),	\$90.00	
	Nitrite (NO ₃ -N), Bromide (Br-),		
	Ortho-Phosphate (PO ₄ -P)(O), and Sulfate (SO ₄ ²⁻)		
	E Coli	\$30.00	
	Enterococci (Enteros)	\$42.00	
	Fecal Coliform (FC)	\$18.00	
	Fecal Sludge	\$60.00	
	Fecal Strep(FS)	\$30.00	
	Heterotrophic Plate Count (HPC)	\$18.00	
	Legionella pneumophila by Legiolert	\$75.00	
	Micro Exam	\$90.00	
	Total Coliform (TC)	\$20.00	
	Total Coliform/E Coli by SM9223B	\$24.00	
	Bromate	\$70.00	
	Biochemical Oxygen Demand (BOD)	\$32.00	
	Bromide (Br-)	\$30.00	
	Carbonaceous Biochemical Oxygen Demand (CBOD)	\$32.00	
	Calcium Carbonate Saturation Index (CCPP)	\$80.00	
	Caustic (Sodium Hydroxide) %	\$18.00	
	Chlorine Demand (demand)	\$120.00	
	Chlorate	\$55.00	
	Chlorine Residual by Titration (Cl ₂)	\$18.00	
	by Amperometric Titration (Cl ₂)	\$18.00	
	Chloride (Cl-) by Titration	\$18.00	
	Chloride(Cl-) by Ion Chromatograph	\$30.00	
	Chlorite	\$55.00	
	Chemical Oxygen Demand (COD)	\$35.00	
	Conductivity (Cond)	\$12.00	
	True Color	\$50.00	
	Cyanide (Total and Amenable) (CN-)	\$60.00	
	Dissolved organic carbon (DOC)	\$55.00	
	Dissolved Oxygen (DO) by ISE or Winkler	\$18.00	
	Fluoride (F-) by ISE	\$18.00	
	Free oil and grease - no soils - by EPA 1664 (HEM) (ask about bottle and sample size)	\$70.00	
	pH, Alkalinity (Alk-T), Hardness, Conductivity, Chloride (Cl-), Sulfate (SO ₄ ²⁻), Nitrate (NO ₃ -N)	\$65.00	
	Hardness by titration	\$14.00	
	Hardness by calculation	\$65.00	
	Inorganic Disinfection by-products	\$100.00	
	Langier Saturation Index (LSI)	\$96.00	
	Mercury (Cold Vapor by AAS) EPA 245.1 (Hg)	\$60.00	
	Mercury by EPA 245.7	\$85.00	
	Metals (Total) Digested (each)	\$28.00	
	Five or more (each)	\$14.00	
	Dissolved) Soluble (each)	\$23.00	
	Five or more (each)	\$14.00	
	Metal Scan - Dissolved	\$120.00	
	Metal Scan - Total	\$130.00	
	Nitrate by SM 4500-NO ₃ F	\$23.00	
	Nitrite by SM 4500-NO ₃ F	\$23.00	
	Nitrate and Nitrite by SM 4500-NO ₃ F (NAP only)	\$32.00	
	Nitrate and Nitrite by SM 4500-NO ₃ F (non-NAP)	\$40.00	
	NOx by SM 4500-NO ₃ F	\$32.00	
	Nitrate and Nitrite by EPA 300.0 A (NAP only)	\$32.00	
	NOx by EPA 300.0 A	\$32.00	
	Nitrate by Ion Chromatograph	\$30.00	
	Nitrite by Ion Chromatograph	\$30.00	
	pH	\$12.00	
	Percent Geometric Mean (% Geometric Mean)	No charge	
	No charge when run with TS and FC analysis		
	Phosphorus, Total (P) ((PO ₄ -P)(T)))	\$30.00	
	Ortho-phosphate (PO ₄ -P(O))	\$23.00	
	Phosphorus, Total (P) ((PO ₄ -P)(T))) by SM 4500-P F	\$30.00	
	Ortho-phosphate (PO ₄ -P(O)) by SM 4500-P F	\$23.00	
	Settleable Solids (SS)	\$6.00	
	Sodium Adsorption Ratio (SAR)	\$96.00	
	Sulfate (SO ₄ ²⁻)	\$25.00	
	Sulfate by Ion Chromatograph	\$30.00	

Fee/Permit	Item/Cost	Current	Proposed if Changing
Water Restriction Penalties Water Conservation Plan	Sulfide (S ²⁻)	\$25.00	
	Special sample preparations	\$25.00	
	Applies to soils and samples that must be pre-treated before the normal analysis can begin)		
	Specific gravity by Spindle Hydrometer (SPGR)	\$15.00	
	Specific ultraviolet absorption (SUVA)	\$75.00	
	Thermometer Calibration (3 Calibration Points)	\$30.00	
	Total dissolved solids gravimetric - dried (TDS)	\$18.00	
	by calculation (TDS)	\$12.00	
	Total Kjeldahl Nitrogen (TKN)	\$60.00	
	Total Organic Carbon (TOC)	\$55.00	
	Total oxidants	\$18.00	
	Total petroleum hydrocarbon - no soils (TPH)	\$65.00	
	(ask about bottle & sample size)		
	Total solids (TS)	\$18.00	
	Total suspended solids (TSS)	\$18.00	
	Total Trihalomethanes (THMS)	\$90.00	
	(THM) formation potential	\$150.00	
	Total volatile solids (TVS)	\$18.00	
	Total volatile suspended solids (TVSS)	\$18.00	
	Turbidity	\$12.00	
	UV-absorbing organic constituents (UV-254)	\$18.00	
	Water Testing Supplies		
	Phosphate Buffer	\$5.00	
	Alkalinity Titrant	\$10.00	
	FAS	\$10.00	
	DPD	\$5.00	
	Glycine for Chlorite 25 mls	\$2.00	
	KI for Chlorite (I) 25 mls	\$2.00	
	HCl for Chlorite (II) 25 mls	\$2.00	
	Year-Round Water Use Management/Stage 1 Water Alert:		
	First Offense: Minimum	\$50.00	
	Second Offense: Minimum	\$75.00	
	Subsequent Offenses: Minimum	\$250.00	
	Stage 2 Water Warning:		
	First Offense: Minimum	\$100.00	
	Second Offense: Minimum	\$150.00	
	Subsequent Offenses: Minimum	\$500.00	
	Stage 3 Water Emergency:		
	First Offense: Minimum	\$250.00	
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$5.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$30.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$250.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Stage 4 Water Crisis:		
	First Offense: Minimum	\$250.00	
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$10.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$20.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$40.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$30.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$60.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$500.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Year-Round Use and All Stages:		
	Failure to pay penalty: which can be applied to water bill	\$250.00	
	Reconnect fee for repeated violations of the plan	\$500.00	
	Fraudulent misrepresentation of well water use:	\$500.00	
	Filing fee for administrative appeal of determination by hearing officer	\$10.00	
	Report misuse by calling the Water Office at 676-6000.		
ZONING	Zone change request	\$1,500.00	
	Planned Development District	\$2,000.00	
	Planned Development District, amendment	\$1,000.00	
	Historic Overlay Request	\$50.00	
	Site plan	\$500.00	

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
	Minor site plan	\$250.00	
	Zoning determination/verification letter	\$100.00	
	Voluntary annexation	\$600.00	
	Landmarks Commission application	\$50.00	
	Appeal to City Council	\$250.00	
	Airport zoning development permit	No charge	
	Sidewalk waiver or deviation (site plan)	\$250.00	
	Misc. Zoning-related application	\$100.00	
ZOO	Admission:		
	Adults (ages 13 - 59)	\$10.00	
	Seniors (age 60+)	\$9.00	
	Military	\$9.00	
	Children (ages 3 - 12)	\$7.00	
	Children under 3	Free	
	Group Rates: (groups of 10 or more)		
	Children (ages 3 - 12)	\$6.50	
	Adults (ages 13 - 59)	\$8.00	
	Seniors (ages 60+)	\$7.50	

Ordinance & Public Hearing Final Vote on Proposed 2024-2025 Fee Schedule





Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Fee Schedule

- As part of the budget workshop on July 22, 2024, City Council approved on first reading the 2024-2025 Fee Schedule.
- Fee changes will be effective for the first billing cycle in October 2024 or services provided on or after October 1, 2024
- Final vote on the Proposed 2024-2025 Fee Schedule





Ordinance & Public Hearing

Final Vote on Proposed 2024-2025 Fee Schedule

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/8/2024

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 19. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
3. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
4. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District

Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None