



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 22, 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. Deputy Mayor Pro-tem Travis Craver

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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.

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 8, 2024 (**Shawna Atkinson**)
3. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with KFH Group, Inc for Strategic Evaluation of Fixed Route to Microtransit System Conversion Consulting Services (**Don Green**)
4. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Schindler Elevator Corporation to Rebuild the Interior Escalators in the Airport Terminal (**Don Green**)
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Forvis Mazars, LLP for Auditing Services (**Marjorie Knight**)
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract for Cost Allocation Plan Services with MGT of America Consulting, LLC (**Marjorie Knight**)
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Acknowledging Receipt of the Abilene-Taylor County Events Venue District's Budget for Revised FY 2024 and Approved FY 2025 Budgets (**Marjorie Knight**)
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Negotiated Settlement Between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division Regarding the Company’s 2024 Rate Review Mechanism Filing; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to Be Set By the Attached Settlement Tariffs to Be Just And Reasonable And In The Public Interest; Approving an Attachment Establishing A Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC’s Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution To the Company and the ACSC’s Legal Counsel (**Marjorie Knight**)
9. **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**)
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the Purchase of Reverse Osmosis Membranes from Hydranautics, a Nitto Group Company, for the Possum Kingdom Raw Water Roughing Facility (**Rodney Taylor**)
11. **Ordinance (First Reading) HOZ-2024-01:** Receive a Report, Hold a Discussion and Take Action on a Request from Rachel Rowland, to Apply Historic Overlay Zoning to Approximately 0.31 Acres Zoned Single Family Residential (RS-12), Located at 940 Sayles Boulevard (**Tim Littlejohn**)
12. **Ordinance (First Reading) Z-2024-19:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Garold Ropp, to Change the Zoning of Approximately 0.51 Acres from Medium Density (MD) to Multi-Family (MF), Located at 1665 S 15th St. (**Tim Littlejohn**)
13. **Ordinance (First Reading) Z-2024-20:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Erik Johnson, to Change the Zoning of Approximately 10.1 Acres from Agricultural Open (AO) To Heavy Commercial (HC), located at the southeast corner of the intersection at Loop 322 and East Stamford Street (**Tim Littlejohn**)
14. **Ordinance (First Reading) Z-2024-21:** 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 5.09 Acres From Medium Density (MD) To Medical Use (MU), Located At 1301-1441 Compere Boulevard And 1935, 1945 Simmons Ave. (Tim Littlejohn)

15. **Ordinance (First Reading) Z-2024-22:** 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 0.56 Acres from Residential Single-Family (RS-6) To General Retail (GR), Located At 1618, 1626, 1642 Ambler Ave. (Tim Littlejohn)

16. **Ordinance (First Reading) Z-2024-23:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Civetta Solutions, to Amend the Terms and Conditions of Planned Development District 76 (PDD-76), Specifically to Allow for Patio Home Uses and Medium Density Residential Uses, Located at Health Way Drive, the 5800 Block of Health Center Drive and the 2800 Block of Bishop Drive (Tim Littlejohn)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

17. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Public Safety and Airport Projects (Marjorie Knight)
18. **Ordinance (Final Reading) Z-2024-14:** Receive a Report, Hold a Discussion and Public Hearing, 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)

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)

1. Utility easement, .882 acres, between Dunham Dr and Boys Ranch Rd
2. 610 Walnut

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

REGULAR AGENDA

20. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving DCOA Project Road Runner **(Misty Mayo)**

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 16th day of August, 2024, at 1:20 p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 8, 2024
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on August 8, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 08-08-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
August 8, 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 August 8, 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, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Deputy Mayor Pro-tem Travis Craver was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Shane Price delivered the invocation.

Zoey and Aliyah, both 5th graders, and Tony, 3rd grader, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Awards:
 - Priscilla Rayford – 25 Years – Water Utilities

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-11. Items 8 was pulled from consideration.

PUBLIC COMMENTS

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

- 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 3-7 and 9-11. Councilmember Yates seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

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
4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 173-2024]

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

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
[ASSIGNED RESOLUTION NO. 174-2024]
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
[ASSIGNED RESOLUTION NO. 175-2024]
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
[ASSIGNED RESOLUTION NO. 176-2024]
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
[ASSIGNED RESOLUTION NO. 178-2024]
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.
[ASSIGNED RESOLUTION NO. 179-2024]
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.

ITEM PULLED FROM CONSIDERATION

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
[NOT CONSIDERED]

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 180-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve the FY 2024/2025 One-Year Action Plan for the CDBG and HOME Programs.

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 Beard seconded the motion; motion carried.

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

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.
[ASSIGNED ORDINANCE NO. 33-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Medium Density (MD) to Medical Use (MU).

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. Councilmember Yates seconded the motion; motion carried.

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

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.
[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2023-2024 Budget
[ASSIGNED ORDINANCE NO. 34-2024]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the revised fiscal year 2023-2024 budget.

Mayor Hurt opened the public hearing. With no 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 (6): Mayor Hurt, Mayor Pro-tem McAlister, and Councilmembers Price, Beard, Regan, and Yates
NAYS (0): None
ABSENT (1): Deputy Mayor Pro-tem Craver

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.

16. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2024-2025 Budget
[ASSIGNED ORDINANCE NO. 35-2024]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the proposed fiscal year 2024-2025 budget.

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

Councilmember Price moved to approve and adopt the FY 2024-2025 Budget of \$350,179,399 for all Operating Funds. Mayor Pro-tem McAlister seconded the motion; motion carried.

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

Councilmember Price moved 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. Councilmember Yates seconded the motion; motion carried.

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

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.

17. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy
[ASSIGNED ORDINANCE NO. 36-2024]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would set the tax levy for fiscal year 2024-2025.

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

Councilmember Beard moved 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. Councilmember Price seconded the motion; motion carried.

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

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
[ASSIGNED ORDINANCE NO. 37-2024]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would adopt the new fees and charges for fiscal year 2024-2025

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. Councilmember Yates seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:06 a.m., pursuant to the following of the Open Meetings Act.

No items were discussed during Executive Session.

The Executive Session ended at 9:09 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 9:10 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with KFH Group, Inc for Strategic Evaluation of Fixed Route to Microtransit System Conversion Consulting Services (Don Green)

GENERAL INFORMATION

Public transit is evolving with technology that can make it more efficient and convenient for passengers, in some cases. CityLink has been looking at ways to leverage the new technology, including implementing "Zip Zone" last year. Zip Zone is an on-demand service within a former fixed route bus zone that has a service model very similar to that of Uber and Lyft.

CityLink would like to study a broader implementation of this model to other fixed routes in an attempt to improve service.

The City conducted a Request for Proposals (CB-2416) and staff has selected KFH Group, Inc. to conduct a study of what a broader implementation would look like. Staff believes KFH Group's experience and knowledge, along with no ties to existing operating platforms, will give the City the most objective and well-rounded study.

The fee for this study is \$169,636.00.

The intent is to present the findings and recommendations to Council as part of the FY26 budget preparation.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This study will be funded by FTA and TXDOT grants.

STAFF RECOMMENDATION

Staff recommends approval of this contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. KFH Group Contract Resolution (8-22-24)
2. KFH Microtransit Study Contract Presentation (8-22-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A CONTRACT WITH KFH GROUP, INCORPORATED TO CONDUCT
A MICROTRANSIT EVALUATION**

WHEREAS, the City of Abilene (City) contracts for the operation of the transit system;
and

WHEREAS, public transit is evolving with technology that can make it more efficient and
convenient for passengers in some cases; and

WHEREAS, the City conducted a Request for Proposals (CB-2416) for a consultant to
evaluate the feasibility and extent of extending microtransit within the city; and

WHEREAS, KFH Group, Inc, was selected to conduct this study for a price of
\$169,636.00 and will be paid for by Federal and State grants; and

WHEREAS, a presentation will be made to City Council upon completion of this study
with recommendations on how best to use microtransit.

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

- I. That City Council accepts and approves this Contract with KFH Group, Inc. in the
amount of \$169,636.00.
- II. That this contract is effective September 1, 2024 upon Council approval.

ADOPTED this 22nd day of August 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

August 22, 2024





Microtransit Evaluation Contract for CityLink

- Public transit is evolving with technology that can make it more efficient and convenient for passengers, in some cases.
- CityLink has been looking at ways to leverage the new technology, including implementing "Zip Zone" last year. Zip Zone is an on-demand service within a former fixed route bus zone that has a service model very similar to that of Uber and Lyft. CityLink would like to study a broader implementation of this model to other fixed routes in an attempt to improve service.





- The City conducted a Request for Proposals (CB-2416) and staff has selected KFH Group, Inc. to conduct a study of what a broader implementation would look like. Staff believes KFH Group's experience and knowledge, along with no ties to existing operating platforms, will give the City the most objective and well-rounded study.
- The fee for this study is \$169,636.00.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Schindler Elevator Corporation to Rebuild the Interior Escalators in the Airport Terminal (Don Green)

GENERAL INFORMATION

The inside escalators in the Airport Terminal were installed in 2002. For the past three years, the escalators have needed frequent repair work that only revealed new repair problems. The last repairs were done in late November 2023 and the escalators only ran for less than a week. In early December, the escalators were turned off when the repair estimate was over \$13,000. The escalators have remained off since that time with the anticipation of replacing them in a Terminal improvement project. That improvement project may now be delayed several years, or undergo phasing, so that replacing the escalators would not happen in the near future.

The inoperable escalators are an inconvenience to passengers and makes a poor representation of the Airport and City. Therefore, staff asked Schindler to provide a quote to rebuild both escalators to take care of worn out parts that would restore reliable operation for years. Schindler is the manufacturer of the escalators.

Schindler used its Sourcewell contract #080420-SCH to quote a total of \$318,730.00. Staff also recommends a contingency of \$31,270.00 to make the total authorized cost \$350,000.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This project will be funded through Airport 2019 GO Funds and Airport Capital Funds.

STAFF RECOMMENDATION

Staff recommends approval of this project to greatly improve passenger convenience.

BOARD OR COMMISSION RECOMMENDATION

Due to the timing of this project, the Airport Development Board did not have the opportunity to vote on a recommendation to Council. However, the Board was informed about the project in a report at its August 14, 2024 meeting.

ATTACHMENTS:

1. Schindler Inside Escalator Rebuild Contract Resolution (8-22-24)
2. Airport Inside Escalators Rebuild Contract Presentation (8-22-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A CONTRACT WITH SCHINDLER ELEVATOR CORPORATION TO
REBUILD AIRPORT TERMINAL INSIDE ESCALATORS UNDER CONTRACT
#080420-SCH, QUOTE #LSHD-D7HHVQ (2024.2.1)**

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

WHEREAS, the inside escalators of the Airport Terminal were installed in 2022 and have become unreliable and costly to repair; and

WHEREAS, the City requested that Schindler Elevator Corporation provide a quote to rebuild both escalators; and

WHEREAS, Schindler quoted a total of \$318,730.00 under its contract (#080420-SCH) with Sourcewell; and

WHEREAS, Abilene Regional Airport Staff recommends a contingency of \$31,270.00.

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

- I. That City Council accepts and approves this Contract with Schindler Elevator Corporation in the amount up to \$350,000.00.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 22nd day of August 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

August 22, 2024





Airport Inside Escalators Rebuild - Schindler

- The inside escalators in the Airport Terminal were installed in 2002. For the past three years, the escalators have needed frequent repair work that only revealed new repair problems. The last repairs were done in late November 2023 and the escalators only ran for less than a week.
- The escalators have remained off since December with the anticipation of replacing them in a Terminal improvement project. That improvement project may now be delayed several years, or undergo phasing, so that replacing the escalators would not happen in the near future.





- The inoperable escalators are an inconvenience to passengers and makes a poor representation of the Airport and City. Therefore, staff asked Schindler to provide a quote to rebuild both escalators to take care of worn out parts that would restore reliable operation for years.
- Schindler used its Sourcewell contract #080420-SCH to quote a total of \$318,730.00. Staff also recommends a contingency of \$31,270.00 to make the total authorized cost \$350,000.00.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Forvis Mazars, LLP for Auditing Services (Marjorie Knight)

GENERAL INFORMATION

The City's prior contract for auditing services ended with the fiscal year ended September 30, 2023.

In May, the City issued a request for proposals for professional auditing services and assistance with the preparation of the annual comprehensive financial report for the fiscal year ended September 30, 2024 with the option to extend the contract for an additional four years. Four respondents proposed and were evaluated and scored by a committee based on expertise and experience, audit approach, and cost.

Based on this evaluation, the committee has determined Forvis Mazars, LLP provides the best value for the City.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds are provided in the City's annual operating budget. The fee is \$104,250 for fiscal year 2024 with the option of the additional years' fees of \$109,250, \$114,250, \$119,250, and \$124,250 for fiscal years 2025, 2026, 2027, and 2028, respectively.

STAFF RECOMMENDATION

Staff recommends Forvis Mazars, LLP for award of the contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Authorizing Audit Services Contract with Forvis Mazars
2. Forvis Mazars Engagement Letter for FYE 2024
3. Presentation - Awarding Audit Services to Forvis Mazars

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FORVIS
MAZARS, LLP FOR PROFESSIONAL AUDITING SERVICES.**

WHEREAS, the City's professional auditing service contract is in need of renewal; and,

WHEREAS, City staff issued a request for proposal for the services; and,

WHEREAS, City staff evaluated the proposals and recommends the firm of Forvis Mazars, LLP;
and

WHEREAS, it is anticipated that the contract will exceed \$50,000; and,

WHEREAS, funds are available in the City's operating budgets for the auditing services; and,

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

PART 1: That the City Council authorizes the City Manager to execute a contract with Forvis Mazars, LLP for professional auditing services for the fiscal year ended September 30, 2024 with the option to renew for an additional four one-year terms. The contract amount will be \$104,250 for fiscal year 2024. The optional years contract amounts will be \$109,250, \$114,250, \$119,250, \$124,250 for fiscal years 2025, 2026, 2027, and 2028, respectively.

PART 2: Funding for this contract is provided in the City's operating budgets.

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

ADOPTED this 22nd day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

August 5, 2024

Honorable Mayor Weldon Hurt and Members of City Council
Mr. Robert Hanna, City Manager
Ms. Marjorie Knight, Director of Finance
City of Abilene, Texas
555 Walnut Street
Abilene, Texas 79604

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- City of Abilene, Texas
- Audit Services for the year ended September 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Engagement Fees

Our fees for our services will be \$104,250, which includes an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, HIPAA Business Associate Agreement**, and **Terms and Conditions Addendum**, on behalf of **City of Abilene, Texas**.

BY _____
Robert Hanna, City Manager

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

City of Abilene, Texas as of and for the year ended September 30, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Expressing an opinion on your compliance with the types of compliance requirements described in Texas Grant Management Standards (TxGMS) that could have a direct and material effect to each of your major state award programs
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance and TxGMS
- Issuing a report on your internal control over compliance in accordance with the *Passenger Facility Charge Audit Guide for Public Agencies*
- Issuing a report on your schedule of expenditures of federal and state awards
- Issuing a report on your schedule of passenger facility charge revenues and expenditures.

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report. Management is responsible for the other information (introductory and statistical sections) included in the annual comprehensive final report. The other information comprises the annual comprehensive final report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund statements and schedules and the schedule of expenditures of federal and state awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Preparing a draft of the passenger facility charge (PFC) program report and related notes
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal and state awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Kevin Kemp, Partner, will oversee and coordinate the engagement. Josh Findlay, Senior Manager, is responsible for supervising the engagement team and authorizing the signing of reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name

City of Abilene, Texas

Party Name

Honorable Mayor and Members of City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses

in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved

- Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
- Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into by and between **Forvis Mazars, LLP** (hereinafter referred to as "Business Associate") and City of Abilene, Texas (hereinafter referred to as "Covered Entity").

RECITALS

Business Associate provides services to Covered Entity under this contract (the "Contract"), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information ("PHI").

The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as "HIPAA/HITECH Final Omnibus Rule," that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the "HITECH Act") and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the "Omnibus Rule"), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:
 - 1.1. As reasonably necessary to provide the services in the Contract;
 - 1.2. As otherwise permitted or required by this BAA;
 - 1.3. As required by law; and
 - 1.4. For the proper management and administration of Business Associate's business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.

2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI ("ePHI") to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.

2.2. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:

4.1. Any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

5. **Reporting, Notification, and Mitigation.**

5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the

term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

- i. Each individual whose unsecured PHI was subject to the breach; and
- ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

6. Term and Termination.

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
- iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and

- v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

- 7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and
- 7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can

be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

Resolution – Contract with Forvis Mazars, LLP for Auditing Services





Contract with Forvis Mazars, LLP for Auditing Services

- The City's prior contract for audit services ended with the fiscal year ended September 30, 2023
- A request for proposal was issued on May 26, 2024
- Four proposals were received and evaluated based on:
 - Expertise and experience – 35 points max
 - Audit approach – 35 points max
 - Price – 30 points max





Contract with Forvis Mazars, LLP for Auditing Services

- After evaluation, staff recommends a contract with Forvis Mazars, LLP to provide auditing services for fiscal year 2024 with the option to renew for 4 one-year periods and a maximum contract length of five years.
- The proposed fee is \$104,250 for fiscal year 2024 and \$109,250, \$114,250, \$119,250, and \$124,250 for fiscal years 2025, 2026, 2027, and 2028, respectively.
- Funds will be provided in the City's operating budgets.





Contract with Forvis Mazars, LLP for Auditing Services

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract for Cost Allocation Plan Services with MGT of America Consulting, LLC (Marjorie Knight)

GENERAL INFORMATION

Cost allocation plans are utilized by government agencies to identify the centralized costs of an organization and allocate those costs to various programs, contracts, and agreements. The City primarily uses this information to determine the costs to charge non-General Fund programs.

The City's prior contract for these services has expired. A request for proposal was issued in June 2024 for preparation of a full cost allocation based on budgeted expenditures for the fiscal years ended September 30, 2024 through September 30, 2028. Five proposals were received and evaluated based on qualifications, knowledge of cost principles, experience, methodology, and price. Based on these evaluations, staff recommends award of the professional services contract for cost allocation plan services to MGT of America Consulting, LLC.

MGT of America Consulting, LLC has been the provider of these services to the City since 2018.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding will come from the General Fund's annual operating budget.

STAFF RECOMMENDATION

Staff recommends the award of the contract to MGT of America Consulting, LLC for a fee of \$14,900 for the first year of work to prepare the fiscal year 2024 plan and will increase 2% for each year thereafter.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Authorizing a Cost Allocation Plan Contract with MGT Consulting
2. MGT Cost Allocation Plan Contract 2024
3. Presentation - Awarding Cost Allocation Plan Services to MGT of America Consulting

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MGT OF
AMERICA CONSULTING, LLC FOR COST ALLOCATION PLANS.**

WHEREAS, the City's cost allocation plans contract is in need of renewal; and,

WHEREAS, City staff issued a request for proposal for the cost allocation plans; and,

WHEREAS, City staff evaluated the proposals and recommends the firm of MGT of America Consulting, LLC; and

WHEREAS, it is anticipated that the contract will exceed \$50,000; and,

WHEREAS, funds are available in the City's General Fund for the cost allocation plans; and,

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

PART 1: That the City Council authorizes the City Manager to execute a contract with MGT of America Consulting, LLC for cost plans for a five-year period. The contract amount will be \$14,900 for the first year of work to prepare the 2024 plan based on budgeted expenditures for the fiscal year ended September 30, 2024 plan and will increase 2% for each year thereafter.

PART 2: Funding for this contract is provided in the City's General Fund operating budget.

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

ADOPTED this 22nd day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 22nd day of August, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and MGT of America Consulting, LLC (“Professional”).

The City is engaged in a full cost allocation plan 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 national consulting firm specializing in financial and management consulting services for public sector clients 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 September 30, 2029.

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 Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

“Professional’s employees” shall mean any employees, officers, agents, subcontractors, 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 Professional’s employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Professional or Professional’s employees.

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this Contract throughout the term of the 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 • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

x 4. Professional Liability

\$500,000 combined single limit
(per occurrence)

 5. See Addendum for Special
Coverages and/or revisions

 6. No Insurance Required

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, 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 Professional. The City may withhold any payments to Professional for the purpose of setoff until the exact amount of damages due the City from the Professional is determined and paid.

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN:
Marjorie Knight
PO Box 60, 555 Walnut St
Abilene, TX 79604

Professional – ATTN:
Patrick J. Dyer
3600 American River Dr, Ste
150
Sacramento, CA 95864

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

PROFESSIONAL

By:

By:



A. Trey Traviesa

Title:

Title:

CEO

Address: 4320 West Kennedy Blvd,
Tampa, FL 33609

Phone Number: 813-327-4717

Federal Tax ID#: 81-0890071

ATTEST:

ATTEST: (if corporation)

City Secretary

N/A

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

1. Prepare a full cost allocation plan based on budgeted expenditures for the fiscal years listed below. These plans will identify the various costs incurred by the City to support and administer non-general fund programs.
 - a. City Fiscal Year 2024 full cost allocation plan based on budgeted expenditures for fiscal year ended September 30, 2024.
 - b. City Fiscal Year 2025 full cost allocation plan based on budgeted expenditures for fiscal year ended September 30, 2025.
 - c. City Fiscal Year 2026 full cost allocation plan based on budgeted expenditures for fiscal year ended September 30, 2026.
 - d. City Fiscal Year 2027 full cost allocation plan based on budgeted expenditures for fiscal year ended September 30, 2027.
 - e. City Fiscal Year 2028 full cost allocation plan based on budgeted expenditures for fiscal year ended September 30, 2028.
2. Provide guidance to the City in determining the data required. The City of Abilene acknowledges and agrees that the Professional shall be entitled to rely upon the accuracy and completeness of the data provided by the City to perform the services outlined above. The City shall provide all such data in a timely manner sufficient to allow the Professional to provide the services. With the exception of Year 1, data requests and fieldwork shall be completed prior to September 30th for all contract years. Drafts reports shall be delivered to the City within 60 days of completion of fieldwork.
3. Consult with departments to determine the appropriate allocation bases as needed.
4. Upon receipt of the financial and statistical data from the City, the Professional shall structure the plan, review data gathering procedures, define allocation bases, provide technical review and computer processing, negotiate and secure plan approval, and provide consultation to the City as needed.
5. Provide the City draft reports allowing feedback prior to finalization of the plan.
6. Provide final document in both electronic and printed formats.
7. Presentations to City Council, if needed.

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 \$Click or tap here to enter text. per hour, or per the attached schedule, not to exceed \$Click or tap here to enter text..

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

OPTION 2 ____

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

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

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

OPTION 3 x

Payment is a fixed fee amount of \$14,900 for the first year of work (2024 plan) and will increase by 2% each year thereafter payable per invoicing schedule in the attached cost proposal 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, 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.



Cost Proposal

Defined by Impact. Driven by People.

Dedicated to the Community.

MGT proposes to perform the services included in this proposal for a fixed fee of **\$14,900**. This budget will provide the City with **55** consulting hours, which will provide the City with ample time and resources to produce a CAP as described in the scope of services.

Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis using the above hourly rates, with all expenses billed at cost subject to pre-approval. The hourly rate schedule is part of MGT's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

Method of Payment

MGT will provide invoices to the City according to the above milestones, or in three installments, as outlined below. It is customary for MGT to invoice 10% of the contract price at the time of project initiation or contract execution. This invoiced amount covers MGT's efforts on strategy sessions, preliminary on-site meetings, project planning, and items not tied to fixed fee tasks outlined in the proposal. The second installment of 80% will be invoiced after the delivery of draft documents. The third installment of the remaining 10% will be invoiced after delivery of the final deliverables and project completion. Invoices will be paid within 30 days.

Invoicing Schedule	Milestone	% of Contract Value
Invoice #1	Project Initiation	10%
Invoice #2	Delivery of Draft Documents	80%
Invoice #3	Delivery of Final Deliverables	10%

Project Assumptions

Our work plan and proposed fee for this project were developed with several key assumptions about the project. Changes to these assumptions may impact either or both our methodology and proposed fee. We welcome the opportunity to meet with the City to review, validate, or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly.

Below, we present our assumptions:

- ♦ The City will designate a Project Officer for this project. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between the City, key stakeholders, and MGT.
- ♦ The City's Project Officer will ensure that comments on draft documents are consolidated into a single document and any conflicting comments are reconciled before delivering the comments to MGT.
- ♦ We have provided for two draft reports in this proposal. If additional drafts are necessary, it may impact the fees.

COST PROPOSAL

- ♦ MGT will have access to and cooperation and participation by staff and management. MGT expects to have reasonable, timely access to the City's personnel and data. If the City stops the project for any reason, MGT will be due all fees for services performed to date.
- ♦ If necessary, meeting facilities will be arranged for and used at the expense of the City. The City will provide all requested documents at its own expense.
- ♦ All costs and other data provided by the City will be considered accurate and valid. MGT will not be responsible for the audit and/or verification of any cost or other data provided by the City.
- ♦ If the City changes its accounting system and/or significantly changes its chart of accounts so that cost data cannot be matched to prior calculations, it may impact the fees as these efforts are not part of the fixed price.
- ♦ MGT plans to conduct services, including status meetings and interviews, remotely. If the City wants onsite services, we would be willing to do so, subject to adding the reasonable cost of travel expenses to our quote. Travel expenses will only be charged in the event travel occurs.

Our price will be \$14,900 for the first year of this work. The contract will increase by 2% each year thereafter.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

Resolution – Contract with MGT of America Consulting, LLC for Cost Allocation Plan Services





Contract with MGT of America Consulting, LLC for Cost Allocation Plan Services

- Cost allocation plans are utilized by government agencies to identify the centralized costs of an organization and allocate those costs to various programs, contracts, and agreements. The City primarily uses this information to determine the costs to charge non-General Fund programs.
- City's prior contract for cost allocation plan services has ended
- A request for proposal was issued in June 2024
- Five proposals were received and evaluated based on qualifications, knowledge of cost principles, experience, methodology, and price.





Contract with MGT of America Consulting, LLC for Cost Allocation Plan Services

- After evaluation, staff recommends a contract with MGT Consulting of America, LLC to provide cost allocations plans over a 5-year period.
- The proposed fee is \$14,900 for the first year of work to prepare the fiscal year 2024 plan and will increase 2% for each year thereafter.
- Funds will be provided in the City's General Fund budgets.





Contract with MGT of America Consulting, LLC for Cost Allocation Plan Services

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Acknowledging Receipt of the Abilene-Taylor County Events Venue District's Budget for Revised FY 2024 and Approved FY 2025 Budgets (*Marjorie Knight*)

GENERAL INFORMATION

The Abilene-Taylor County Events Venue District (Venue District) Board approved their Revised FY 2024 and 2025 Budgets on June 17, 2024. The Venue District's bylaws require the budgets to be reviewed by the City Council and Taylor County Commissioner's Court in order to be effective.

The Venue District's funds are derived solely from the 2% venue tax on hotel occupancy. The funds are allocated to the recipients (50% Frontier Texas and 50% Expo Center) monthly after deductions for debt service, administrative fee, and other approved expenses. This allocation is reviewed and approved by the Board annually, but cannot change more than 2.5% within a year for each entity.

The new Venue District became effective on June 15, 2024 and with it, bonds were issued to fund a project for Frontier Texas. The budget for this project is reflected in a new schedule for the Construction Fund which is being used to account for the bond proceeds and disbursements. It is anticipated that the \$2,000,000 for Frontier Texas will be expended within FY 2024 to reimburse project costs already incurred.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There is no impact to the City other than the collection of a 2% administrative fee for services the City provides to the Venue District. All funds collected by the venue tax are allocated to Frontier Texas and Expo Center based on the board approved allocation after deduction for debt service, administrative fee, and other approved expenses.

STAFF RECOMMENDATION

Staff recommends the City Council receive and review the Venue District's budgets

BOARD OR COMMISSION RECOMMENDATION

The Venue District Board approved these budgets at their June 17, 2024 meeting.

ATTACHMENTS:

1. Resolution Acknowledging Receipt of the Abilene-Taylor County Events Venue District Budget
2. Exhibit A-Venue District FY24 Revised and FY25 Approved Budgets
3. Presentation - Venue District FY 2024 Revised and FY 2025 Budgets

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
ACKNOWLEDGING RECEIPT OF THE ABILENE-TAYLOR COUNTY EVENTS
VENUE DISTRICT'S FY 2024 REVISED AND FY 2025 APPROVED BUDGETS.**

WHEREAS, the Abilene-Taylor County Events Venue District's board of directors approved their FY 2024 Revised and FY 2025 Approved Budgets at their June 17, 2024 board meeting; and

WHEREAS, the bylaws of the Abilene-Taylor County Events Venue District require the budget to be reviewed by the City Council of the City of Abilene, Texas and the Taylor County Commissioners Court; and

WHEREAS, attached as Exhibit A is the FY 2024 Revised and FY 2025 Approved budgets of the Abilene-Taylor County Events Venue District.

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

Part 1: The City Council of the City of Abilene, Texas has received and reviewed the budgets of the Abilene-Taylor County Events Venue District for Revised FY 2024 and Approved FY 2025.

ADOPTED this 22nd day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
VENUE OPERATING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2024-25 BUDGET**

	ACTUAL 2022-23	APPROVED 2023-24	REVISED 2023-24	APPROVED 2024-25
Beginning Undesignated Balance	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<u>REVENUE</u>				
Venue Tax	1,328,798	1,003,480	1,315,620	1,315,620
Miscellaneous Revenue	231	175	264	264
Total Revenue	1,329,029	1,003,655	1,315,884	1,315,884
Total Resources	1,334,029	1,008,655	1,320,884	1,320,884
<u>EXPENDITURES</u>				
Transfer to Debt Service	105,580	73,806	116,004	172,430
Frontier Texas! Operating Funds	604,419	457,388	586,781	525,234
Expo Center Operating Funds	592,450	457,388	586,781	525,234
Administrative Fee	26,580	20,073	26,318	26,318
Election Costs	-	-	-	66,668
Total Expenditures	1,329,029	1,008,655	1,315,884	1,315,884
Ending Undesignated Balance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000

**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
INTEREST AND SINKING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2024-25 BUDGET**

	ACTUAL 2022-23	APPROVED 2023-24	REVISED 2023-24	APPROVED 2024-25
Beginning Designated Balance	\$ 28,918	\$ 30,644	\$ 31,273	\$ 44,827
<u>REVENUE</u>				
Transfer from Project Fund	105,580	73,806	116,004	172,430
Interest on Investments	2,355	1,000	3,000	3,000
Total Revenue	107,935	74,806	119,004	175,430
Total Resources	136,853	105,450	150,277	220,257
<u>EXPENDITURES</u>				
Principal	95,000	100,000	100,000	70,000
Interest	10,580	5,450	5,450	102,430
Total Expenditures	105,580	105,450	105,450	172,430
Ending Designated Balance	\$ 31,273	\$ -	\$ 44,827	\$ 47,827

**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
CONSTRUCTION FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2024-25 BUDGET**

	ACTUAL 2022-23	APPROVED 2023-24	REVISED 2023-24	APPROVED 2024-25
Beginning Designated Balance	\$ -	\$ -	\$ -	\$ -
<u>REVENUE</u>				
Bond Proceeds	-	-	2,095,000	-
Total Revenue	-	-	2,095,000	-
Total Resources	-	-	2,095,000	-
<u>EXPENDITURES</u>				
Frontier Texas! Improvements	-	-	2,000,000	-
Costs of Bond Issuance	-	-	95,000	-
Total Expenditures	-	-	2,095,000	-
Ending Designated Balance	\$ -	\$ -	\$ -	\$ -

Note: Any amounts not expended in 2024 for the Frontier Texas! improvements will roll into 2025

Resolution Acknowledging Receipt of the Abilene-Taylor County Events Venue District Revised FY 2024 and FY 2025 Budgets





Acknowledging Receipt of the Abilene-Taylor County Events Venue District Revised FY 2024 and FY 2025 Budgets

- In accordance with the Venue District's bylaws, their budget must be presented to the City Council.
- Funds from the District are solely from the 2% venue hotel occupancy tax. No City or County funds are received by the District
- The net collections of the District will be distributed 50% to Frontier Texas! and 50% to the Expo Center





Acknowledging Receipt of the Abilene-Taylor County Events Venue District Revised FY 2024 and FY 2025 Budgets

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Negotiated Settlement Between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division Regarding the Company’s 2024 Rate Review Mechanism Filing; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to Be Set By the Attached Settlement Tariffs to Be Just And Reasonable And In The Public Interest; Approving an Attachment Establishing A Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC’s Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution To the Company and the ACSC’s Legal Counsel (Marjorie Knight)**

GENERAL INFORMATION

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018.

On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company's initial request. This includes payment of ACSC's expenses. The effective date for new rates is October 1, 2024.

The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis, or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Atmos Mid-Tex 2024 RRM Settlement
2. Resolution Atmos Attachment 1_ CY23 MTX RRM - Tariffs
3. Resolution Atmos Attachment 2_ CY23 MTX RRM - Pension Benchmark
4. Atmos Mid-Tex 2024 RRM Model Staff Report
5. Atmos CY23 MTX RRM - Average Bill Impact
6. Presentation - Approving Atmos Settlement Rate Review

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Abilene, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024, Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2024 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 22ND DAY OF AUGUST, 2024.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.95 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 23.00 per month
Commodity Charge – All <u>Ccf</u>	\$0.58974 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 81.75 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 81.75 per month
Commodity Charge – All Ccf	\$ 0.19033 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.52	0.1526	88.98	0.7485
Austin	8.87	0.1343	213.30	0.9142
Dallas	12.38	0.2024	185.59	1.0974
Waco	8.71	0.1219	130.62	0.7190
Wichita Falls	10.20	0.1394	117.78	0.6435

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2024 Willis Towers Watson Report as adjusted	\$ 1,402,365	\$ (1,146,665)	\$ 2,186,549	\$ (4,070,086)	\$ 278,107	
2	Allocation Factor	45.93%	45.93%	82.00%	82.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	\$ (1,148,903)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	81.70%	81.70%	38.85%	38.85%	11.24%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 526,315		\$ 696,536			\$ 1,222,851
11	Total Post-Employment Benefit Plan		\$ (430,349)		\$ (1,296,547)		(1,726,896)
12	Total Supplemental Executive Benefit Plan					\$ 31,256	31,256
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 526,315	\$ (430,349)	\$ 696,536	\$ (1,296,547)	\$ 31,256	\$ (472,789)

August 6, 2024

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company’s initial request. This includes payment of ACSC’s expenses. The Effective Date for new rates is October 1, 2024. ACSC members should take action approving the Resolution/Ordinance before September 30, 2024.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$164.7 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis, or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2024, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$48.19	-
DARR:	\$54.30	\$6.11
ATM Cities:	\$49.59	\$1.40
Environs:	\$49.53	\$1.34

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$164.7 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$196.8 million in additional system-wide revenues, the RRM settlement at \$164.7 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$164.7 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2024. New rates become effective October 1, 2024.

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 42.8 Ccf				
2	Customer charge	\$ 22.25			
3	Consumption charge 42.8 CCF X \$ 0.48567 =	20.79			
4	Rider GCR Part A 42.8 CCF X \$ 0.27958 =	11.97			
5	Rider GCR Part B 42.8 CCF X \$ 0.47494 =	20.33			
6	Subtotal	\$ 75.34			
7	Rider FF & Rider TAX \$ 75.34 X 0.07196 =	5.42			
8	Total	\$ 80.76			
9					
10	Customer charge		\$ 22.95		
11	Consumption charge 42.8 CCF X \$ 0.58974 =		25.24		
12	Rider GCR Part A 42.8 CCF X \$ 0.27958 =		11.97		
13	Rider GCR Part B 42.8 CCF X \$ 0.47494 =		20.33		
14	Subtotal		\$ 80.49		
15	Rider FF & Rider TAX \$ 80.49 X 0.07196 =		5.79		
16	Total		\$ 86.28	\$ 5.52	6.84%
17					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	<u>Rate C @ 363.6 Ccf</u>				
19	Customer charge	\$ 72.00			
20	Consumption charge 363.6 CCF X \$ 0.18280 =	66.47			
21	Rider GCR Part A 363.6 CCF X \$ 0.27958 =	101.67			
22	Rider GCR Part B 363.6 CCF X \$ 0.33806 =	122.93			
23	Subtotal	\$ 363.07			
24	Rider FF & Rider TAX \$ 363.07 X 0.07196 =	26.13			
25	Total	<u>\$ 389.20</u>			
26					
27	Customer charge		\$ 81.75		
28	Consumption charge 363.6 CCF X \$ 0.19033 =	69.21			
29	Rider GCR Part A 363.6 CCF X \$ 0.27958 =	101.67			
30	Rider GCR Part B 363.6 CCF X \$ 0.33806 =	122.93			
31	Subtotal	\$ 375.56			
32	Rider FF & Rider TAX \$ 375.56 X 0.07196 =	27.03			
33	Total	<u>\$ 402.59</u>	<u>\$ 13.39</u>		3.44%
34					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	<u>Rate I @ 1335 MMBTU</u>				
36	Customer charge	\$ 1,382.00			
37	Consumption charge 1,335 MMBTU X \$ 0.7484 =	998.94			
38	Consumption charge 0 MMBTU X \$ 0.5963 =	-			
39	Consumption charge 0 MMBTU X \$ 0.2693 =	-			
40	Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =	3,644.33			
41	Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =	979.37			
42	Subtotal	\$ 7,004.64			
43	Rider FF & Rider TAX \$ 7,004.64 X 0.07196 =	504.08			
44	Total	<u>\$ 7,508.72</u>			
45					
46	Customer charge		\$ 1,587.75		
47	Consumption charge 1,335 MMBTU X \$ 0.6553 =		874.67		
48	Consumption charge 0 MMBTU X \$ 0.4799 =		-		
49	Consumption charge 0 MMBTU X \$ 0.1029 =		-		
50	Rider GCR Part A 1,335 MMBTU X \$ 2.7303 =		3,644.33		
51	Rider GCR Part B 1,335 MMBTU X \$ 0.7337 =		979.37		
52	Subtotal		\$ 7,086.12		
53	Rider FF & Rider TAX \$ 7,086.12 X 0.07196 =		509.94		
54	Total		<u>\$ 7,596.06</u>	\$ 87.34	1.16%
55					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description							Current	Proposed	Change	
										Amount	Percent
	(a)							(b)	(c)	(d)	(e)
56	<u>Rate T @ 4645 MMBTU</u>										
57	Customer charge							\$ 1,382.00			
58	Consumption charge	1,500	MMBTU	X	\$	0.5684	=	852.60			
59	Consumption charge	3,145	MMBTU	X	\$	0.4163	=	1,309.08			
60	Consumption charge	0	MMBTU	X	\$	0.0893	=	-			
61	Rider GCR Part B	4,645	MMBTU	X	\$	0.7337	=	3,407.90			
62	Subtotal							\$ 6,951.58			
63	Rider FF & Rider TAX		\$ 6,951.58	X		0.07196	=	500.26			
64	Total							<u>\$ 7,451.84</u>			
65											
66	Customer charge								\$ 1,587.75		
67	Consumption charge	1,500	MMBTU	X	\$	0.6553	=	982.95			
68	Consumption charge	3,145	MMBTU	X	\$	0.4799	=	1,509.08			
69	Consumption charge	0	MMBTU	X	\$	0.1029	=	-			
70	Rider GCR Part B	4,645	MMBTU	X	\$	0.7337	=	3,407.90			
71	Subtotal							\$ 7,487.68			
72	Rider FF & Rider TAX		\$ 7,487.68	X		0.07196	=	538.84			
73	Total							<u>\$ 8,026.52</u>	<u>\$ 574.68</u>		7.71%

Resolution – Approving Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division 2024 Rate Review Mechanism Filing





Resolution – Approving Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division 2024 Rate Review Mechanism Filing

- The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation is a member of the Atmos Cities Steering Committee (“ACSC”).
- In 2007, ACSC and Atmos settled a rate application for interim rate adjustment which also created a rate review process with the ACSC referred to as Rate Review Mechanism (“RRM”) for future filings
- On or about April 1, 2024, Atmos filed a rate request pursuant to the RRM Tariff adopted by ACSC members which claimed entitlement to an additional \$196.8 million of additional system-wide revenues





Resolution – Approving Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division 2024 Rate Review Mechanism Filing

- After application of the standards set in ACSC’s RRM Tariff and several settlement meetings, the parties have agreed to settle the case for \$164.7 million (reduction of \$32.1 million) which includes payment of ACSC’s expenses
- Effective date for new rates is October 1, 2024
- Impact on average residential rates is an increase of \$5.52 monthly or 6.84%
- Impact on commercial will be \$13.39 monthly or 3.44%



CITY OF
ABILENE
T E X A S



Resolution – Approving Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division 2024 Rate Review Mechanism Filing

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 9. 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_22_2024 Resolution Daiken Applied America's for Chiller Repair Convention Center
2. Daiken contract 8222024
3. chiller 1
4. chiller 2
5. Presentation - City and Daiken Applied America's Chillers Repair Convention Center

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 22nd 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 22 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: Matthew Herbranson

Title: City Manager

Title: Director of Finance

ATTEST:

City Secretary

Federal Tax ID#: 41-0404230

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 1 Compressor Repairs - Service & Repair Quoted

Abilene Convention 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: 08/19/2024

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 Convention 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 AMERICAS INC. TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than as published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

DAIKIN APPLIED, TIPS SERVICE & REPAIR QUOTE



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

Abilene Convention 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: 08/19/2024

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 Convention 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 AMERICAS INC. TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than as published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

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

August 22, 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: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **10. Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the Purchase of Reverse Osmosis Membranes from Hydranautics, a Nitto Group Company, for the Possum Kingdom Raw Water Roughing Facility *(Rodney Taylor)*

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the purchase of 604 ESPA2-LD RO Membranes from Hydranautics for the Possum Kingdom Raw Water Roughing Facility for the amount of \$292,946.00. The Reverse Osmosis Unit is essential for processing raw water from Possum Kingdom Lake to acceptable water quality levels for further treatment at the City's water treatment plants. The ESPA2-LD membranes are the only TCEQ approved membranes for the Possum Kingdom Raw Water Roughing Facility and Hydranautics is the sole manufacturer. Therefore, the membranes are exempt from competitive bidding.

SPECIAL CONSIDERATIONS

The City of Abilene holds three System Water Availability Agreements with the Brazos River Authority totaling 19,418 acre-feet of raw water to be taken from the Possum Kingdom Reservoir. The Possum Kingdom water is intended to replace the Hubbard Creek Water Supply during times of extreme drought. Possum Kingdom water has a high concentration of salts which exceeds the drinking water standards for chlorides and Total Dissolved Solids, and therefore the raw water must receive additional treatment to reduce the salt content to meet regulatory standards. The City of Abilene Possum Kingdom Raw Water Roughing Facility (PKRWRF) provides a means for reducing the salt concentration in the blended product water making it chemically comparable to the raw water from Hubbard Creek Lake. The PK pipeline system and PKRWRF have the capacity to produce an annual average blended product water capacity of 8.88 mgd, and a maximum daily capacity of 11.32 mgd.

The extreme drought ended in 2016 before the PKRWRF was completed and placed into

operation. Abilene made the decision to finalize plant construction, but to not install microfiltration and reverse osmosis membranes at that time. Since that time City staff utilized those stored membranes at the Hargesheimer Water Treatment Plant. In early August, 2024 the Hubbard Creek Lake surface elevation dropped below 1170 feet MSL, and it is staff's recommendation that the City initiate preparation for startup of the PKRWRF. Purchasing replacement microfiltration and reverse osmosis membranes is required in preparation for plant start up.

FUNDING/FISCAL IMPACT

The RO membranes will be purchased using funds from the Water Utilities CIP Budget.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the purchase of the ESPA2-LD RO membranes from Hydranautics, a Nitto Group Company, for the price of \$292,946.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Hydranautics-Approving purchase of RO Membranes-8-22-2024
2. Hydranautics ESPA2 Proposal City of Abilene 08-13-2024
3. TCEQ Exception and Plan Approval for Abilene PK RWRF
4. City of Abilene Mail - Fwd_ Revised Quote including freight
5. Presentation-Approve Purchase-Hydranautics-RO Membranes-8-22-2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE PURCHASE OF REVERSE OSMOSIS MEMBRANES FROM HYDRANAUTICS, A NITTO GROUP COMPANY, FOR THE POSSUM KINGDOM RAW WATER ROUGHING FACILITY.

WHEREAS, the City of Abilene (City) owns and operates the Possum Kingdom Raw Water Roughing Facility (PKRWRF); and

WHEREAS, the Possum Kingdom Raw Water Roughing Facility (PKRWRF) is designed to receive raw water from Possum Kingdom Lake and reduce the salt concentration prior to subsequent complete treatment by the City's Northeast or Grimes Water Treatment Plants; and

WHEREAS, the Possum Kingdom Raw Water Roughing Facility (PKRWRF) utilizes reverse osmosis membranes for the reduction of salts to acceptable water quality levels; and

WHEREAS, Hydranautics is the sole manufacturer and distributor of the ESPA2-LD RO Membranes; and

WHEREAS, the ESPA2-LD RO Membrane is the only TCEQ approved membrane for the Possum Kingdom Raw Water Roughing Facility (PKRWRF); and

WHEREAS, the total cost for the module purchase is not to exceed \$292,946.00, which will be funded from the Water Utilities Capital Improvement Program (CIP) budget.

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

That the City Manager is authorized to purchase the ESPA2-LD RO membranes from Hydranautics, a Nitto Group Company, for the price of \$292,946.00.

ADOPTED this 22nd day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

Membrane Pricing Proposal

Confidential

Date: Aug, 13th

Attention: **Kenneth W. Hutchins**
Division Manager-Water Treatment
City of Abilene

Subject: Quotation

Dear Kenneth:

We are pleased to offer you ("City of Abilene"), the following goods and services.

1 – RO membranes

Element Model Type	Quantity	Unit Price USD	Extended Price* USD
Hydranautics ESPA2-LD	604	475	286,900.00
Freight Cost via Old Dominion			6,046.00

Lead-Time: 11 weeks after PO

Delivery Terms: FCA – Oceanside, CA, USA

CSR contact sandra.turner@nitto.com

Terms of Payment: Cash In Advance or Current Terms Established with Hydranautics.

Quote Validity: **Proposal is valid for 1 week**

Notes: All Hydranautics membranes are 100% wet tested as per our quality standard and wet test data is available at time of shipment.

Each Hydranautics element is furnished with an interconnector with O-rings and a brine seal.

Hydranautics Terms and Condition of Sale are included as an integral part of this quotation.

We thank you for your continued interest and support of our products and look forward to being of assistance to you. Please do not hesitate to contact me if you need any further information.

Best regards,

Renato Giani Ramos
America Sales Director
Hydranautics - a Nitto Group Company
+55 11 9.6921-1581

HYDRANAUTICS STANDARD MATERIALS AND WORKMANSHIP WARRANTY

This Materials and Workmanship Warranty (the "Warranty") is made by HYDRANAUTICS ("Hydranautics"), a California corporation, in connection with the Buyer's purchase of a Hydranautics product and the component parts thereof, as more fully defined in that certain purchase order of even date herewith (the "Covered Product"). This Warranty constitutes the entire agreement between Hydranautics and the Buyer as to any warranty provided by Hydranautics to the Buyer on the Covered Product and supersedes all agreements, understandings or discussions, whether oral or written, entered into prior to or contemporaneously herewith. This Warranty may not be modified or amended except in writing and signed by Buyer and Hydranautics.

I. ACKNOWLEDGEMENTS OF BUYER

By accepting this Warranty, Buyer acknowledges the following:

- A. That Buyer has read and understands the terms and limitations of this Warranty;
- B. That Buyer has been provided sufficient opportunity to consult with independent legal counsel regarding this Warranty and the limitations hereof, and that Buyer has not relied upon any statements or representations of Hydranautics for Buyer's understanding or interpretation of any provision hereof.

II. LIMITED WARRANTY ON MATERIALS AND WORKMANSHIP

- III. Hydranautics warrants to the Buyer that the Covered Product are free from defects in materials and workmanship for a period not to exceed twelve (12) months from the date that the Covered Product are shipped from Hydranautics for delivery to the Buyer, provided however, as a condition precedent to enforcement of this Warranty, the Covered Product are used and maintained in accordance with all Hydranautics specifications and specified engineering, operating, storage, shipment, and returned goods authorization ("RGA") procedures, as set forth in the TSBs relevant to the Covered Product, posted at <http://www.membranes.com>, and hereby incorporated by reference. Buyer agrees to review such TSBs and to periodically review the website, no less frequently than quarterly, for updates or supplements to the relevant TSBs.

IV. LIMITATIONS ON HYDRANAUTICS LIABILITY.

- A. If Hydranautics breaches this Warranty, the exclusive remedy of Buyer and the exclusive obligation of Hydranautics will be as Hydranautics elects within a reasonable time: (i) to repair defective Covered Product, (ii) to replace defective Covered Product, (iii) to refund Buyer a pro-rated amount of the amount paid for defective Covered Product based on the months left under the warranty period in section II, or (iv) add additional Covered Product.
- B. Buyer's remedies expressly set forth in this Warranty are Buyer's exclusive remedies in connection herewith. Customer waives all other remedies, statutory or otherwise including, without limitation, the remedies of specific performance or replevin.
- C. Hydranautics' maximum, aggregate, and total liability under this Warranty, whether in contract, tort, or otherwise, shall not exceed the amount paid for defective Covered Product.
- D. EXCEPT FOR GROSSLY NEGLIGENT OR WILFUL MISCONDUCT, IN NO EVENT WILL NITTO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES OR PROFITS, LOSS OF USE, COST OF REPLACEMENT, COST OF CAPITAL AND CLAIMS OF CUSTOMERS, INTEREST CHARGES, OR ANY INCREASED COSTS) WHICH ARISE IN CONNECTION WITH THIS WARRANTY. This Warranty shall not be assigned or transferred by the Buyer without the prior written approval of Hydranautics.
- E. This Warranty shall be governed by and construed according to the laws of the state of California, U.S.A.

V. WARRANTY DISCLAIMERS.

- A. THIS WARRANTY SUPERSEDES AND REPLACES ANY PREVIOUS WARRANTY MADE OR OFFERED TO THE BUYER BY HYDRANAUTICS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY SET FORTH IN ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.
- B. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. FURTHERMORE, NO AFFIRMATION OF FACT OR PROMISE MADE BY HYDRANAUTICS, BY WORD OR BY ACTION, SHALL CONSTITUTE A WARRANTY.
- C. EXCEPT FOR THE PROVISIONS SET FORTH IN THIS WARRANTY, NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF HYDRANAUTICS HAS ANY AUTHORITY TO BIND HYDRANAUTICS TO ANY OTHER AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING THE PRODUCT SOLD TO THE BUYER. UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY IS SPECIFICALLY INCLUDED IN THIS WARRANTY, IT SHALL NOT BE ENFORCEABLE BY THE BUYER.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



PWS_2210001_CO_20150521_Exceptions
PWS_2210001_CO_20150521_Plan Ltr

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

May 21, 2015

Mr. Joshua L. Berryhill, P.E.
Enprotec / Hibbs & Todd
402 Cedar Street
Abilene, Texas 79601-5734

Subject: City of Abilene - PWS ID No. 2210001
Request for an Exception Innovative/Alternate Treatment
Reverse Osmosis Facility for Raw Surface Water from Possum Kingdom Lake
Proposed Roughing Water Treatment Plant
Engineer Contact Telephone: (512) 912-5179
Plan Review Log No. P-04072015-033
Taylor County, Texas

RN 101426278 | CN 600242671

Dear Mr. Berryhill:

On April 9, 2015, the Texas Commission on Environmental Quality (TCEQ) received your electronic submittal, dated April 7, 2015, in support of an exception to provide reverse osmosis (RO) treatment at a raw water roughing facility for Possum Kingdom Lake. The treatment is proposed to reduce total dissolved solids, chloride and sulfate in the Possum Kingdom Lake water to levels similar to the raw surface water from Hubbard Creek Reservoir. The Possum Kingdom Lake water, treated through the RO process, will provide a new surface water source for the City of Abilene (City) and reduce the City's raw water use from the Hubbard Creek Reservoir. After treatment, the supplemental supply from Possum Kingdom Lake will be treated at the City's conventional surface water treatment facilities (Northeast and Grimes Water Treatment Plants). The use of RO for drinking water is considered innovative/alternate treatment as specified in Title 30 of the Texas Administrative Code (30 TAC) §290.42(g). An approved exception is required to provide RO treatment. Based on our review of your submittal, we are **granting** an exception to allow RO treatment of water from Possum Kingdom Lake with the conditions outlined in this letter.

In addition, based on our review of engineering plans and specifications, the project generally meets the minimum requirements of 30 TAC Chapter 290 – Rules and Regulations for Public Water Systems. The project is **conditionally approved for construction** if the project plans and specifications meet the requirements outlined in this letter.

Capacity of Proposed Facility

The water treatment facility is proposed to be constructed in three phases with the following projected water produced upon completion of each phase:

	Raw Water Flow		Product Water Flow	
	Average (MGD)	Maximum (MGD)	Average (MGD)	Maximum (MGD)
Phase 1	4.00	6.75	3.55	6.00
Phase 2	10.00	12.75	8.88	11.32
Phase 3	14.00	16.75	12.44	14.88

Proposed Treatment Process

Raw water from Possum Kingdom Lake will be pumped through existing and new pipelines from the existing Brazos River Authority Possum Kingdom intake pump station to a new raw water storage tank at the proposed Raw Water Roughing Facility in Breckenridge, Texas. A microfiltration (MF) pump station will pump water from storage to the MF system for pretreatment prior to the RO system, or to product water storage for blending with the RO permeate. The final blended product water from this facility will be conveyed by pipelines to the City of Abilene for blending with other surface water sources prior to conventional surface water treatment at the Northeast and Grimes Water Treatment Plants.

Backwash waste from the MF system will be treated by a backwash recovery system (microfiltration process) and then sent directly to the product water storage tank for blending with the RO permeate and other MF/RO bypass water.

Chemical Pretreatment

Prior to the MF units, the proposed facility will provide chemical injection points for aluminum chlorohydrate (ACH). As proposed, ACH will be dosed between 5 and 15 parts per million (ppm). No sedimentation facilities are provided. Backwashing (with air-scour, as needed) of the MF system is proposed once every 20 minutes for 60-seconds duration. Based on the performance of similar operations without sedimentation facilities, there may be challenges with the proposed process (using ACH) in regards to maintaining consistent flow rates through the MF process and preventing irreversible membrane fouling.

Sodium hypochlorite and liquid ammonium sulfate will be injected to form chloramine as a biocide through the membrane processes (MF and RO). Adequate controls must be provided to ensure that only the desired disinfectant monochloramine is formed and to prevent exposure of the RO membranes to free chlorine. Please refer to the March 13, 2014 letter from the TCEQ for the conditions of the approved exception for the City of Abilene to use chloramines as a disinfectant.

Microfiltration and Cartridge Filter Pretreatment

The typical silt density index (SDI) of Possum Kingdom Lake water is between 7 and 10. To reduce the feedwater SDI to less than 3.0 and the turbidity to less than 0.2 NTU, Pall Microza® MF units will be provided as pretreatment to the RO process. Each pretreatment train will be comprised of 113 Pall UNA-620A MF modules. As proposed for pretreatment to the RO process, the Pall UNA-620A MF modules will not be used for microbiological treatment; therefore, the TCEQ has not reviewed the MF process for compliance with 30 TAC §290.42(g)(3) and §290.111(f) pertaining to removal credits for *Cryptosporidium* and *Giardia*. There are no pathogen removal credits approved with this letter. The water system must operate the Pall UNA-620A MF modules within the allowable parameters of the manufacturer:

- Maximum operating temperature of 40° C
- Maximum transmembrane pressure of 45 pounds per square-inch (psi)
- Maximum inlet pressure of 45 psi
- A pH operating range of 1.0 to 10.0 (long-term operation)
- Allowable pH range for cleaning of 1.0 to 13.0
- Maximum chlorine tolerance during cleaning of 10,000 ppm

Between the MF system and the RO process, 5-micron cartridge filters (rated capacity of 2,832 gpm each) are proposed to be installed to protect the RO system from incidental matter from the chemical feed system or from a loss of integrity in the MF system. The disposable cartridge filters will be changed when differential pressure exceeds 15 psi. Replacement frequency is expected to range from monthly to quarterly.

Backwash Recovery Microfiltration System

Every 20 minutes, for a period of 60 seconds, each MF train will operate in backwash mode. In backwash mode, filtrate flow is in the opposite direction from normal operation. No chemicals are used for this procedure; however, air scouring is occasionally used during backwash events. Wastes from the backwash process will be routed to backwash recovery treatment comprised of 72 Pall UNA-620A MF modules per train. Backwashing will occur only on one MF train at a time; therefore, piping and equipment for the backwash recovery process will be sized to accommodate one MF train. As required for the pretreatment MF trains, the water system must operate the Pall UNA-620A MF modules in the backwash recovery system within the allowable specifications of the manufacturer. Water treated by the backwash recovery system will bypass RO treatment and be routed to the product water storage tank.

RO Treatment

The proposed RO process will be comprised of three-stage single-pass trains with interstage booster pumps between the second and third stages. Each train will be configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel. RO modeling projections were provided by the manufacturer for winter and summer conditions, and for new and fouled (5 year-old) membranes. The spiral-wound composite polyamide Hydranautics ESPA2-LD RO element has the following characteristics:

- Active surface area of 400 square-feet
- 8-inch diameter
- 40-inch length
- 99.6% salt rejection
- 10,000 gallons per day permeate flow

Application limitations as provided by the manufacturer:

- Maximum applied pressure of 600 pounds per square-inch gauge (psig)
- Maximum chlorine concentration: <0.1 ppm
- Maximum operating temperature: 45° C
- pH range (continuous): 2 - 10.6
- pH range (cleaning): 1 - 12
- Maximum feed water turbidity: 1.0 nephelometric turbidity units (NTU)
- Maximum feedwater silt density index (15 minutes): 5.0
- Maximum pressure drop for each element: 1- psi

As modeled using the manufacturer's software, the projected recovery for the RO system is 85%

MF Clean-in-Place Process

The facility will provide onsite chemical cleaning and storage equipment for the MF membranes. Clean-in-place (CIP) procedures for the MF membranes will be initiated at a predetermined time interval (anticipated to be between 30 to 60 days) or anytime the transmembrane pressure (TMP) exceeds 40 psi. The proposed facilities will allow no more than one MF train offline for a CIP procedure. The process will require approximately 3 to 4 hours offline and will use caustic/chlorine and citric acid cleaning solutions.

RO Clean-in-Place Process

The facility will provide onsite chemical cleaning and storage equipment for the RO membranes. Each RO train is expected to be taken offline for cleaning between 2 and 4 times a year. The RO CIP procedure requires approximately 8 hours and each stage of a train is cleaned individually. As proposed, cleaning will likely be based on pressure increase and/or loss in membrane performance.

Make-up water for CIP processes will be RO permeate. Using a design flow rate of 35 to 40 gpm per vessel, the system has been sized to a maximum flow rate of 1,400 gpm.

Conditions of Approved Exception

This approval is contingent upon the following conditions:

- 1) Per the engineering design report, post treatment after the RO membranes will include blending to meet the target water goals for chloride, sulfate and total dissolved solids. The blend should be monitored weekly or as necessary to ensure that the constituent levels for chloride, sulfate and total dissolved solids meet the water quality goals for blending with other water sources.
- 2) The RO elements must be cleaned or replaced when fouling causes either: a) loss of water output, b) operation of equipment outside the allowable limits of the manufacturer, or c) failure to meet the State's water quality standards.

The membrane system shall be cleaned, or replaced, in accordance with the allowable operating conditions of the manufacturer and shall be based on one or more of the following: increased salt passage, increased or decreased pressure differential, and/or change in normalized permeate flow. The spent cleaning solutions must be disposed of in a manner that meets all state and federal regulations.

- 3) The system will provide an onsite membrane cleaning system where the elements can be taken offline and cleaned as needed. The system must maintain records of each cleaning process including the date, duration, and procedure used for each event for two years.
- 4) Operate and maintain the RO filtration facilities at all times under the direct supervision of an operator with a Class "B", or higher, license as required by TCEQ rules. The qualified operator must be present anytime:
 - a) The MF/RO elements are replaced and/or any repairs are made to the MF/RO units;
 - b) Anytime changes are made to the treatment process;
 - c) Any MF cleaning and any RO cleaning; and
 - d) Anytime the MF/RO units' operating parameters are changed.
- 5) Effective September 1, 2016, the RO roughing facility must have operators that have successfully completed at least one training course, or event, specific to the operations and maintenance of reverse osmosis membrane treatment.
- 6) The water system must ensure that the operator has been trained regarding the use of all chemicals at the facility (see 30 TAC §290.46(e)(2)(B)). The training programs must meet applicable standards established by the Occupational Safety and Health Administration or the Texas Hazard Communication Act, Texas Health and Safety Code, Title 6, Chapter 502.
- 7) Chemical storage and chemical feed facility must meet the standards in 290.42(f)(1) and (2).
- 8) All water system components in the treatment train including MF elements, RO elements, and cartridge filters must be American National Standards Institute /NSF International (ANSI/NSF) Standard 61 certified.
- 9) All drinking water chemicals including aluminum chlorohydrate, sodium hypochlorite, liquid ammonium sulfate, sodium bisulfite, CIP cleaning chemicals and anti-scalants for the RO process must be ANSI/NSF Standard 60 certified.

- 10) The RO membrane system must be designed so that feed water, cleaning chemicals, RO concentrate, and RO permeate are protected from cross-connections during other modes of operation.
- 11) The pipes and pipe galleries shall meet the minimum requirements specified in 290.42(d)(12) and (13).
- 12) The RO membrane system shall be equipped to measure conductivity or total dissolved solids in the feed and permeate water.
- 13) The water system must provide pressure measuring and recording devices before and after each membrane stage.
- 14) Flow meters must be provided on the feed (both MF and RO), MF filtrate, RO permeate, and RO concentrate water. Metering devices shall be located to facilitate use and to assist in the determination of chemical dosages, the accumulation of water production data, and the operation of plant facilities.
- 15) The water system must provide equipment to monitor the temperature of the water. The temperature of the water must be measured using a thermometer or thermocouple with a minimum accuracy of plus or minus 0.5° C.
- 16) The system must monitor the conductivity (or total dissolved solids) of the feed and permeate water at least once per day.
- 17) The system must record the amount of water treated by the MF/RO system each day.
- 18) Conductivity (or total dissolved solids) monitors and pressure instruments used for reverse osmosis membrane systems shall be calibrated at least once every 12 months.
- 19) Flow measuring devices and rate-of-flow controllers that are required by this exception shall be calibrated at least once every 12 months.
- 20) Any temperature monitoring devices used for reverse osmosis shall be verified and calibrated in accordance with the manufacturer's specifications.
- 21) A plant operations manual is required by 290.42(l). In addition to the items listed, the manual must also include the system's configuration, baseline performance data, and any set point for membrane cleaning or replacement.
- 22) Treatment effectiveness monitoring records must be kept for 3 years. Treatment effectiveness monitoring includes the parameters for determining when maintenance is required. Examples of parameters to be monitored include conductivity (or total dissolved solids), transmembrane pressure differential, flow, flux, and water temperature.
- 23) The production capacity of this reverse osmosis membrane system shall be the quantity of permeate water after post-treatment that can be delivered to the surface water treatment facilities (Northeast and Grimes Water Treatment Plants). The available capacity must consider:
 - a) the quantity of feed water discharged to waste;
 - b) the quantity of bypass water used for blending;
 - c) the quantity of permeate water used for cleaning and maintenance; and

- d) any other loss of raw water or groundwater available for use due to other processes at the reverse osmosis facility.
- 24) All waste discharge must be in accordance with federal and state requirements as described in 30 TAC §290.42(i).
- 25) Once the plant is constructed, the water system shall collect initial baseline performance data for inclusion in the RO plant's operation manual that includes the following verification of the full-scale treatment process:
- a) Initial baseline performance of the plant. The baseline net driving pressure, normalized permeate flow, salt rejection (or salt passage) must be documented when the reverse osmosis or nanofiltration membrane systems are placed online.
 - b) Frequency of cleaning or membrane replacement. The frequency must be based on a set time interval or at a set point relative to baseline performance of the unit(s).
 - c) Verification of plant capacity. The capacity of the reverse osmosis and nanofiltration membrane facility shall be based on the as-built configuration of the system and the design parameters in the engineering report with adjustments as indicated by the baseline performance.

Conditions of Plan Review Approval:

Based on our review, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 – Rules and Regulations for Public Water Systems and the conditions of the TCEQ validation and exception letters. The project is **conditionally approved for construction** if the project plans and specifications meet the following requirements:

- 1) **§290.43(c)** concerning the design and construction of clearwells, standpipes, ground storage tanks, and elevated tanks, requires the roof of all tanks shall be designed and erected so that no water ponds at any point on the roof and, in addition, no area of the roof shall have a slope of less than 0.75 inch per foot. **§290.43(c)(2)** requires all roof openings shall be designed in accordance with current AWWA standards. No roof slopes were specified for the 2 million-gallon (MG) and 0.5 MG tanks. No roof access points were shown or specified for these two tanks. **Please ensure the design has proper roof slopes and roof access points.**
- 2) **§290.43(c)(1)** Roof vents shall be gooseneck or roof ventilator and be designed by the engineer based on the maximum outflow from the tank. Vents shall be installed in strict accordance with current AWWA standards and shall be equipped with approved screens to prevent entry of animals, birds, insects and heavy air contaminants. Screens shall be fabricated of corrosion-resistant material and shall be 16-mesh or finer. Screens shall be securely clamped in place with stainless or galvanized bands or wires and shall be designed to withstand winds of not less than tank design criteria (unless specified otherwise by the engineer). No roof vents were specified for the 2 MG and 0.5 MG tanks. **Please ensure that the tanks are equipped with roofs that have a vent above the Top Capacity Level of the tank, which shall have a capacity to pass air so that at the maximum flow rate of water, either entering or leaving the tank, excessive pressure will not be developed. The overflow pipe shall not be considered a tank vent.**
- 3) **§290.43(c)(3)** requires the overflow(s) shall be sized to handle the maximum possible fill rate without exceeding the capacity of the overflow(s). The gravity overflows are smaller in size than the inlets on the 2 MG and 0.5 MG tanks. **Please ensure that the design of the overflows protect the tanks from overpressure and overload.**

- 4) Double block and bleed valving arrangement for cross-connection protection to prevent chemicals from all chemical cleaning processing from contaminating other membrane units must be present in accordance with 30 TAC §290.42(g)(3)(F). **Please specify on the drawings the locations of these valves and add them to the specification.**
- 5) The chemical solution water supply makeup lines must be designed to eliminate cross-connections with an air gap or other acceptable backflow prevention device in accordance with 30 TAC §290.42(d)(2)(C). **The plans must show enough detail to indicate compliance with this requirement.**
- 6) The plans and specifications do not indicate any monitoring points to determine necessary adjustments to feed systems for the formation of monochloramine. **Please revise plans to include a before and after monitoring point for each place that sodium hypochlorite and Liquid Ammonium Sulfate (LAS) are injected to form monochloramines.**
- 7) Please ensure that the location of waterlines meet the requirements of **30 TAC §290.44(e).**

The submittal consisted of two hundred and sixty-nine sheets of engineering drawings and technical specifications. The submittal also included a basis of design report for the Abilene Raw Water Roughing Facility and a Basis of Design Report for Raw Water Transmission Line Improvements. The approved project consists of three phases:

Phase 1 includes:

- Two (2) primary rack units each containing 113 PALL UNA-620A hollow-fiber (HF) microfiltration (MF) membranes;
- One (1) Tertiary recovery rack unit each containing 72 PALL UNA-620A HF MF membranes;
- Two (2) 3,000 gpm membrane feed pumps;
- Two (2) 5 micron, 2,832 gpm horizontal cartridge filters;
- 4.2 million gallon per day (MGD) RO system with two (2) RO trains. Each train will be configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel;
- Three (3) 2,250 gpm low pressure RO feed pumps;
- Two (2) 2,250 gpm high pressure RO feed pumps;
- Two (2) 450 gpm interstage boost RO pumps;
- Two (2) 4,000 gpm product transfer pumps;
- MF Clean-in-place system (caustic and chlorine or acid) with the following equipment:
 - Chemical cleaning tank;
 - Immersion heater;
 - Chemical cleaning circulating and drain pump;

- Neutralization tank; and
- Neutralization tank recirculation pumps and accessories.
- RO Clean-in-place system with one (1) 3,500 gallon capacity tank with one (1) transfer/recirculation pump designed for 1,400 gpm at 140 feet total dynamic head with 100 horsepower motor;
- One (1) 6,183 gallon aluminum chlorohydrate fiberglass-reinforced plastic (FRP) dual-wall chemical storage tank and unspecified dosing pumps;
- One (1) 6,183 gallon Sodium Hypochlorite FRP dual-wall chemical storage tank and two (2) dosing pumps each rated for 13 gallons per hour (gph);
- One (1) 6,183 gallon LAS FRP dual-wall chemical storage tank and two (2) dosing pumps each rated for 7.0 gph;
- One (1) 6,183 gallon Caustic FRP dual-wall chemical storage tank and unspecified dosing pumps;
- One (1) 5,230 gallon RO permeate flush FRP storage tank;
- One (1) 2,000,000 gallon American Water Works Association (AWWA) Standard D110 pre-stressed concrete ground storage tank;
- One (1) 500,000 gallon AWWA Standard D100 welded steel ground storage tank; and
- One (1) 80,000 gallon AWWA Standard D100 welded steel RO break tank;
- 16.75 miles of 36-inch, AWWA Standard C303, bar wrapped concrete waterline;
- 3,335 linear feet of 36-inch, DR-11 AWWA Standard D906 High Density Polyethylene waterline;
- 26 miles of 12-inch PVC (DR-17 and DR-21 Class Pipe per ASTM D2241) RO concentrate outfall line;
- Replacement of 6,040 linear feet of existing 36-inch AWWA Standard C303, bar wrapped concrete waterline; and,
- All necessary valves, fittings, yard piping, and appurtenances.

Phase 2 adds the following items:

- One (1) 4,000 gpm raw water pump;
- One (1) primary rack unit containing 113 UNA-620A HF MF membranes;
- One (1) 3,000 gpm membrane feed pump;
- One (1) 5 micron, 2,832 gpm horizontal cartridge filter;
- 8.1 MGD RO system with two (2) new trains for a total of four (4) RO trains. Each train will be

configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel;

- Two (2) 2,250 gpm low pressure RO feed pumps;
- Two (2) 2,250 gpm high pressure RO feed pumps;
- Two (2) 450 gpm interstage boost RO pumps; and,
- One (1) 4,000 gpm product transfer pump.

Phase 3 adds the following items:

- One (1) 4,000 gpm raw water pump;
- Four (4) 4,800 gpm raw water booster pumps;
- One (1) primary rack unit containing 142 UNA-620A HF microfiltration (MF) membranes;
- One (1) 3,000 gpm membrane feed pump;
- One (1) 5 micron, 2,832 gpm horizontal cartridge filter;
- 10.7 MGD RO system with one (1) new train for a total of five (5) RO trains. Each train will be configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel;
- One (1) 2,250 gpm high pressure RO feed pump;
- One (1) 450 gpm interstage boost RO pump; and,
- One (1) 4,000 gpm product transfer pump.

An appointed **engineer must notify the TCEQ Region 3** Office in Abilene at (325) 698-9674 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner must notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).

Please refer to the Utilities Technical Review Team's Log No. **P-04072015-033** in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<https://www.tceq.texas.gov/drinkingwater/udpubs.html>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

<https://www.tceq.texas.gov/drinkingwater/planrev.html/#status>

Mr. Joshua L. Berryhill, P.E.
Page 10 of 10
May 21, 2015

You can download most of the well construction checklists and the latest revision of 30 TAC Chapter 290 – Rules and Regulations for Public Water Systems from this site.

All exceptions are subject to periodic review and may be revoked or amended if warranted. A copy of this letter and all related monitoring data must be maintained for as long as this exception is in effect. These records must be made available to TCEQ staff upon request.

All exceptions are subject to periodic review by TCEQ staff and may be revised or revoked if it is found that the granting of the exception has resulted in a degradation water quality or quantity.

Please note that this exception is not intended to waive compliance with any other TCEQ requirement in 30 TAC Chapter 290. This exception cannot be used as a defense in any enforcement action resulting from noncompliance with any other requirement of 30 TAC Chapter 290.

If you have questions concerning this letter, please contact Mr. David A. Williams P.E. by email at david.a.williams@tceq.texas.gov or by telephone at (512) 239-0945, or Mr. Craig A. Stowell, P.E. at (512) 239-4633 or by email at craig.stowell@tceq.texas.gov.

Sincerely,



David A. Williams, P.E.
Technical Review and Oversight Team
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Craig Stowell, P.E.
Utilities Technical Review Team
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Joel Klumpp, Manager
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

JPK/CS/DAW

cc: The Honorable Norm Archibald, Mayor, City of Abilene, P.O. Box 60, Abilene TX 79604-0060

Fwd: Revised Quote including freight

5 messages

Hutchins, Kenny <kenny.hutchins@abilenetx.gov>

Wed, Aug 14, 2024 at 6:59 AM

To: Jeremiah Bihl <jeremiah.bihl@abilenetx.gov>

Cc: Matthew Dane <matthew.dane@abilenetx.gov>, "Taylor, Rodney" <rodney.taylor@abilenetx.gov>, "Beeman, Katherine" <katherine.beeman@abilenetx.gov>, "Harris, Brandon" <brandon.harris@abilenetx.gov>



Kenneth W. Hutchins

Division Manager-Water Treatment

City of Abilene

555 Walnut Street

Office: 325.676.6404

kenny.hutchins@abilenetx.gov

Respect - Integrity - Service above self - Excellence in all we do

----- Forwarded message -----

From: **Cuozzo, Rocco** <rocco.cuozzo@nitto.com>

Date: Wed, Aug 14, 2024 at 6:15 AM

Subject: Revised Quote including freight

To: Hutchins, Kenny <kenny.hutchins@abilenetx.gov>

Cc: Lai, Kirk <kirk.lai@nitto.com>, Ramos, Renato <renato.ramos@nitto.com>, Turner, Sandra <sandra.turner@nitto.com>

Kenny:

Here is the revised quote for the replacement membranes including the shipping cost.

Good luck with the Council Meeting!

Rocco J Cuozzo

North America Sales Director

Hydranautics – A Nitto Group Company

807 Dover Street

Boca Raton, Florida 33487

Email: rocco.cuozzo@nitto.com

Cell: 760-829-0944

www.membranes.com  

Nitto

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HYDRANAUTICS



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Proposal City of Abilene 08-13-2024.pdf
467K

Beeman, Katherine <katherine.beeman@abilenetx.gov> Wed, Aug 14, 2024 at 7:01 AM
To: "Hutchins, Kenny" <kenny.hutchins@abilenetx.gov>
Cc: "Harris, Brandon" <brandon.harris@abilenetx.gov>, Jeremiah Bihl <jeremiah.bihl@abilenetx.gov>, Matthew Dane <matthew.dane@abilenetx.gov>, "Taylor, Rodney" <rodney.taylor@abilenetx.gov>

Thank you!

[Quoted text hidden]

Hutchins, Kenny <kenny.hutchins@abilenetx.gov> Wed, Aug 14, 2024 at 7:01 AM
To: "Beeman, Katherine" <katherine.beeman@abilenetx.gov>
Cc: "Harris, Brandon" <brandon.harris@abilenetx.gov>, Jeremiah Bihl <jeremiah.bihl@abilenetx.gov>, Matthew Dane <matthew.dane@abilenetx.gov>, "Taylor, Rodney" <rodney.taylor@abilenetx.gov>

You're welcome



Kenneth W. Hutchins

Division Manager-Water Treatment

City of Abilene

555 Walnut Street

Office: 325.676.6404

kenny.hutchins@abilenetx.gov

Respect - Integrity - Service above self - Excellence in all we do

[Quoted text hidden]

Bihl, Jeremiah <jeremiah.bihl@abilenetx.gov> Mon, Aug 19, 2024 at 8:32 AM
To: "rocco.cuozzo@nitto.com" <rocco.cuozzo@nitto.com>
Cc: "Taylor, Rodney" <rodney.taylor@abilenetx.gov>, Kirk <kirk.lai@nitto.com>, Renato <renato.ramos@nitto.com>, "Turner, Sandra" <sandra.turner@nitto.com>

Good Morning Rocco,

The updated quote you provided has a 1 week time limit and is dated Aug.13th. However, the council meeting is not until the 22nd.

Will Nitto honor the quote if it is approved by council after the 1 week validity date?

Thanks,



Jeremiah Bihl, PE, PMP

Assistant Director of Water Utilities

City of Abilene

555 Walnut Street

Office: 325.676.6471

Cell: 325.514.9456

Jeremiah.Bihl@abilenetx.gov

On Wed, Aug 14, 2024 at 7:00 AM Hutchins, Kenny <kenny.hutchins@abilenetx.gov> wrote:

[Quoted text hidden]

Cuozzo, Rocco <rocco.cuozzo@nitto.com>

Mon, Aug 19, 2024 at 8:53 AM

To: "Bihl, Jeremiah" <jeremiah.bihl@abilenetx.gov>

Cc: "Taylor, Rodney" <rodney.taylor@abilenetx.gov>, "Lai, Kirk" <kirk.lai@nitto.com>, "Ramos, Renato" <renato.ramos@nitto.com>, "Turner, Sandra" <sandra.turner@nitto.com>

Jeremiah:

We can confirm the bid validity can be extended until the end of September 2024.

Best regards,

[Quoted text hidden]

Purchase of Reverse Osmosis Membranes from Hydranautics, a Nitto Group Company, for the Possum Kingdom Raw Water Roughing Facility





Purchase RO Membranes

- Approve the purchase of Reverse Osmosis Membranes from Hydranautics, a Nitto Group Company, for the Possum Kingdom Raw Water Roughing Facility for \$292,946.00.
- Hydranautics is the sole manufacturer of the ESPA2-LD RO membranes.
- The ESPA2-LD RO membrane is the only Texas Commission on Environmental Quality approved RO membrane for the Possum Kingdom Raw Water Roughing Facility.

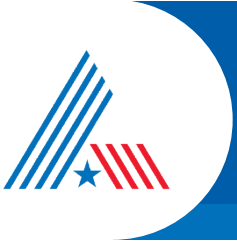




Purchase RO Membranes

- Possum Kingdom water is intended to replace the Hubbard Creek Water Supply during times of extreme drought.
- Possum Kingdom water has a high concentration of salts which exceeds the drinking water standards for chlorides and Total Dissolved Solids, and therefore the raw water must receive additional treatment to reduce the salt content to meet regulatory standards.

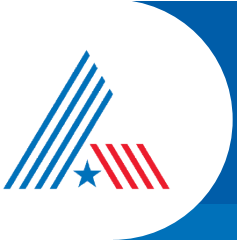




Purchase RO Membranes

- The City of Abilene Possum Kingdom Raw Water Roughing Facility (PKRWRF) provides a means for reducing the salt concentration in the blended product water making it chemically comparable to the raw water from Hubbard Creek Lake.
- The extreme drought ended in 2016 before the PKRWRF was completed and placed into operation.
- Abilene made the decision to finalize plant construction, but to not install microfiltration and reverse osmosis membranes at that time.





Purchase RO Membranes

- Since that time City staff utilized those stored membranes at the Hargesheimer Water Treatment Plant.
- In early August, 2024 the Hubbard Creek Lake surface elevation dropped below 1170 feet MSL, and it is staff's recommendation that the City initiate preparation for startup of the PKRWRF.
- Purchasing replacement microfiltration and reverse osmosis membranes is required in preparation for plant start up.





Purchase RO Membranes



RO MEMBRANE UNIT



Approve the Purchase of Reverse Osmosis Membranes from Hydranautics, a Nitto Group Company, for the Possum Kingdom Raw Water Roughing Facility

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (First Reading) HOZ-2024-01: Receive a Report, Hold a Discussion and Take Action on a Request from Rachel Rowland, to Apply Historic Overlay Zoning to Approximately 0.31 Acres Zoned Single Family Residential (RS-12), Located at 940 Sayles Boulevard *(Tim Littlejohn)***

GENERAL INFORMATION

The home was built in 1926 and is known as the Burkett-Webb House. Staff were unable to locate local historic information about this property or its significance.

SPECIAL CONSIDERATIONS

The subject property is located on the National Register of Historic Properties as a District Contributor, more specifically the Sayles Boulevard District. The property is also located on the Abilene Register of Historic Properties.

Staff located a building permit from December 2000 for a 14' x 18' addition at the rear of the home.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. ordinance
2. staff report
3. application
4. background
5. eugene burkett
6. jacob burkett
7. Presentation

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

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than 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 22nd 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 6th 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Add the Historic Overlay (HO) District to the following described land:

Legal Description: Highland Addition, Continuation 1, Block 19, Lots 1 & 2, Abilene, Taylor County, Texas.

Location: 940 Sayles Boulevard.



END

HOZ-2024-01

STAFF REPORT



Scheduled Hearing(s)

Landmarks Commission: July 23, 2024
Planning & Zoning Commission: August 6, 2024
City Council 1st Read: August 22, 2024
City Council 2nd Read: September 12, 2024

Applicant

Owner: Rachel Rowland

Case Manager

Mason Teegardin, Planner

Request

Add Historic Overlay zoning to a property located on Sayles Boulevard

Location

The subject property is located at 940 Sayles Boulevard.

Property Zoning

The current zoning for this property is Single Family Residential (RS-12).

Background

The subject residence is a single-story frame structure with a stucco veneer. The residence has a modified rectangular plan and a front gable with exposed rafter ends, a one bay front porch, front entrance perpendicular to the street, a slightly projected front room and tapered box supports on stucco pedestals. The property also includes a detached garage and shed, according to Taylor County Appraisal District were built in 1928.

The home was built in 1926 and is known as the Burkett-Webb House. Staff were unable to locate local historic information about this property or its significance.

The subject property is located on the National Register of Historic Properties as a District Contributor, more specifically the Sayles Boulevard District. The property is also located on the Abilene Register of Historic Properties.

Staff located a building permit from December 2000 for a 14' x 18' addition at the rear of the home.

Criteria Assessment

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

- 1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.**
None available.
- 2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.**
None available
- 3. Embodies characteristics distinct to a type, period, or method of construction or architecture.**

The home is included on the National Register of Historic Properties as a District Contributor for the Sayles Boulevard District, which boasts a significant amount of historic homes.

4. Is associated with the lives of persons significant in local, regional, state, national, or international history.

None available.

5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.

None available.

6. Represents the works of a master designer, architect, builder, or craftsman.

None available.

Recommendations

The Landmarks Commission recommends **approval**.

The Planning and Zoning Commission recommends **approval**.

Attachments

- Application
- PowerPoint Presentation
- History provided by applicant during the Landmarks Commission meeting

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 8, 2024 via standard mail 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 ID			
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
PACIFIC WEAVER LLC	36027	940 SAYLES BL	
ALEXANDER JAMES RANDALL	36150	2142 S 10TH ST	
LEE NORMAN L	36267	920 SAYLES BL	
CORLEY RICKY E & CINDY	36388	902 SAYLES BL	
MARTIN HOWARD L &	36522	901 HIGHLAND AV	
GALLOWAY PATRICIA KAY	36660	917 HIGHLAND AV	
CAMPBELL SCOTT E & SANDRA	36788	2210 S 10TH ST	
BROWNING CADE W &	36916	910 HIGHLAND AV	
BROWNING CADE W &	36916	910B HIGHLAND AV	
LEDBETTER HERMAN JOHNSON	37059	1002 SAYLES BL	
LEDBETTER HERMAN JOHNSON	37059	1002 1/2 SAYLES BL	
FITZHUGH JAMES G & STELLA	37185	1018 SAYLES BL	
BAINS ELSA J LIFE EST	37670	1025 HIGHLAND AV	
BUI VI	37804	2143 S 10TH ST	
BRINKMAN SAMUEL & LORA	37917	2201 S 10TH ST	
NEW BEGINNINGS BIG COUNTRY	67444	901 SAYLES BL	
NEW BEGINNINGS BIG COUNTRY	67444	901 1/2 SAYLES BL	
JOOSTEN BEVERLY	67574	925 SAYLES BL	
RAUGHTON MICHAEL RAY	67691	941 SAYLES BL	
BROWDER TERRY L & LAURA H	67805	1001 SAYLES BL	
MILLER SHARON SMITH	67936	1017 SAYLES BL	

LOCATION MAP



Legend

- HOZ-2024-01
- Courier Parcels
- Arterial
- Collector

0.03

Miles

ZONING MAP

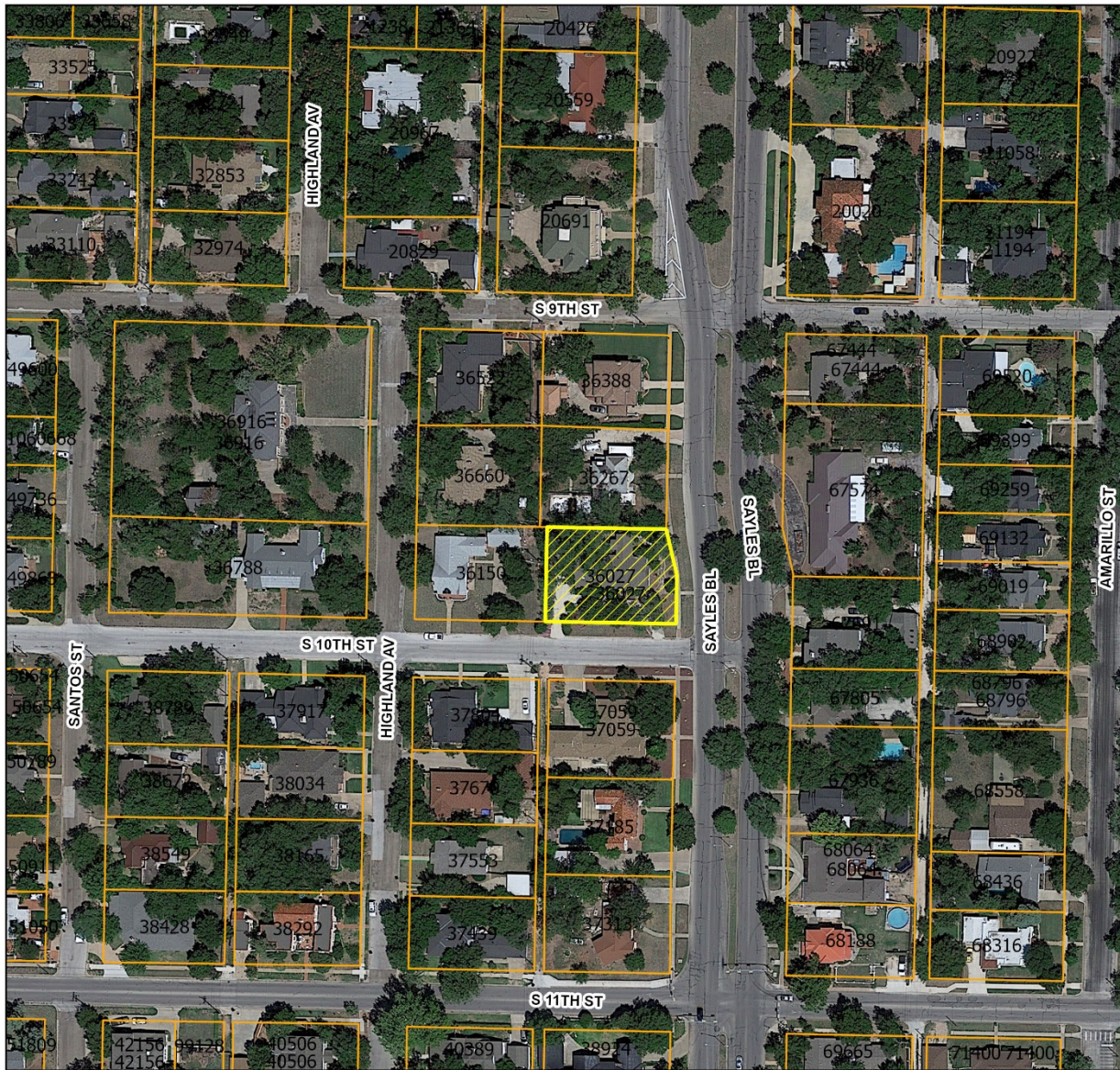


Legend

- HOZ-2024-01
- Courier Parcels
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03 Miles

AERIAL LOCATION MAP



Legend

- HOZ-2024-01
- Courier Parcels
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03

Miles



Historic Overlay Zoning

Owner Name: Rachel Rowland

Project Address: 940 Sayles Boulevard, Abilene, TX 79605

OWNER/AGENT AND AUTHORIZATION

Owner/Agent Name: Rachel Rowland

Address: _____

City/State/Zip: _____ Fax: _____

Phone: 972-672-6817 Email: rachelrowland@hotmail.com

I hereby certify that I am the owner of the property and further certify that the information provided on this application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Rachel Rowland Date: 6/21/24

BREIF DESCRIPTION OF PROPERTY AND ITS HISTORIC SIGNIFICANCE:

940 Sayles Boulevard is listed in the National Register of Historic ~~sites~~ Places as a contributing building to the Sayles Boulevard Historic District due to its age and the dwelling's basic form remains intact and adds to the district's historic ambience.

IS SUBJECT PROPERTY ON THE ABILENE REGISTER OF HISTORIC PROPERTIES?

- ☐ Yes
☒ No
☐ Unsure



Historic Overlay Zoning

ADDITIONAL INFORMATION

Please attach any information regarding the history of the property, including old photos. Also include a current description and photographs of the property. Staff may request additional information be submitted with the application or prior to the Landmarks Commission meeting.

CERTIFICATION

I have read and completed this application and certify that all information contained therein is complete, true, and correct. I request that this application be submitted to the Landmarks Commission for consideration.

Rachel Rowland
Signature of Owner or Authorized Agent

6/21/24
Date

For Office Use Only

Commission Action:

- ☐ Approved
☐ Approved with Conditions
☐ Denied

Landmarks Commission, Chair Date

Letter Sent to Taylor Central Appraisal District:

Date: _____ Initials: _____

PAYMENT INFORMATION

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

I am requesting the house located at 940 Sayles Boulevard, Abilene, Texas, be recognized as an Abilene Historical site. It is already listed on the National Register of Historical Properties – District Name and on the National Register of Historic Properties – District as a contributor. This house, a 1926 Craftsman Bungalow, has the charming characteristics of houses built during the 1900-1930 period. The original materials and woodworking details in this house represent the work of a craftsman during that period which is why it is a contributor to the Sayles Historical District.

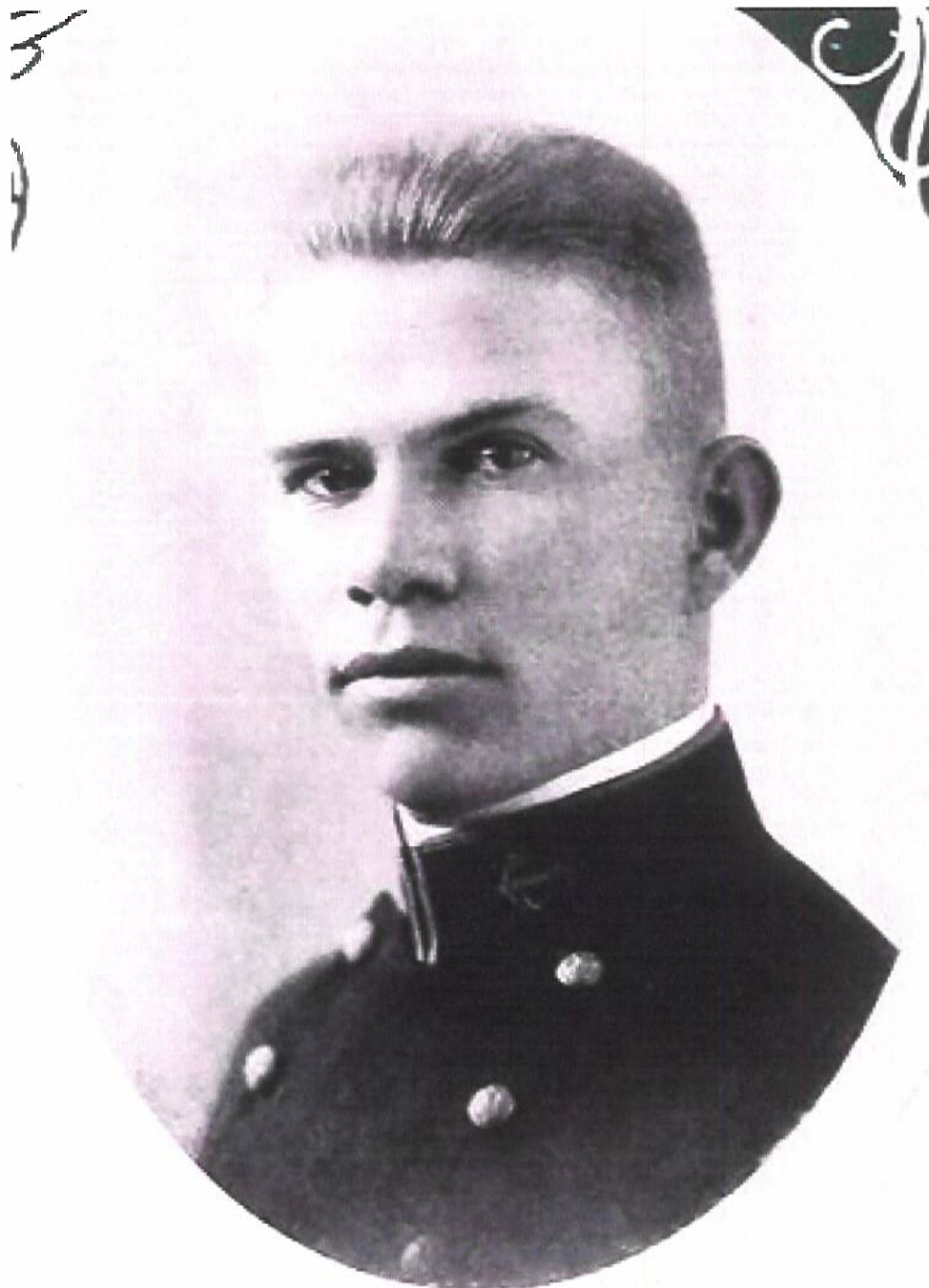
Additionally, this house is associated with people who served this country, West Texas, as well as Abilene. Their contributions during their lifetime are a credit to the city of Abilene and demonstrate the strong qualities of the people who settled here.

Dr. Jacob Coonce “Jake” Burkett (1860-1933) was an active and widely respected Baptist minister who made it his lifelong work to assist and nurture churches and other worthwhile establishments in West Texas to flourish. A Texas Historical Marker at First Baptist Church in Colorado City, Texas, mentioned Rev. Burkett. It states, “In 1890, Pastor J.C. Burkett reported 140 on roll. This church joined that year with other members of Sweetwater Baptist Association to implement charter for Simmons College” (now Hardin-Simmons University).

Reverend Burkett came to Abilene in 1921 to serve as pastor of Southside Baptist Church and University Baptist Church in Abilene during their construction phase. He was on the Building Committee of West Texas Baptist Sanitarium, which later became Hendrick Medical Center. As the November 1, 1936, Abilene Reporter article on Hendrick Medical Center stated, “the late beloved J.C. Burkett led the congregation wholeheartedly to the movement” for this worthy cause.”

His son, Eugene Field Burkett, graduated from Hardin Simmons University in 1916. He was a World War I navy pilot and officer. His contributions in mapping flights from San Francisco to Alaska are still used today and resulted in a mountain in Alaska, the Burkett, being named after him. After his flight crashed in 1930 during a training flight, he was awarded the Distinguished Flying Cross medal.

These two individuals did not have a lot of money. They were not famous figures who were in the forefront making names for themselves. However, in their own quiet and determined way, they made lasting impressions on the people with whom their paths crossed and made lasting contributions to Abilene’s future. They, too, should be recognized for these contributions.



S

Lieutenant Eugene Field Burkett, Born March 3, 1896; Texas; Died January 7, 1930, Arlington National Cemetery.

"Lieutenant Burkett was a member of the class of 1916 at Hardin-Simmons university and was appointed to the U. S. Naval academy by Congressman W. R. Smith, Colorado City. He was a member of the 1920 class at the naval Academy, Annapolis. He was an officer on the U. S. navy expeditionary flights to Alaska, and the routes then mapped are still used between San Francisco and Juneau. He was killed on a training flight in January, 1930, and is buried at Arlington National cemetery. On May 31, 1930, the U. S. geographic board named an Alaskan mountain peak, Mt. Burkett, in his memory."----Abilene Reporter News, 1941

"The President of the United States of America takes pride in presenting the Distinguished Flying Cross (Posthumously) to Lieutenant Eugene F. Burkett, United States Navy, for extraordinary achievement while participating in aerial flight as navigator of the Alaskan Aerial Expedition during the Summer of 1926, materially aiding in successfully performing a hazardous and difficult aerial survey of Southeastern Alaska."----Hall of Valor



Reverend Jacob Coonce Burkett, Born March 4, 1860, Texas; Died February 28, 1933, Abilene, TX
Dr. Burkett was a beloved and respected pastor, serving at Southside Baptist Church, Abilene TX, from 1921 to 1930. His attributes of a strong preacher and church builder was instrumental in the relocation of the church to its current location. Prior to coming to Abilene, Rev Burkett was pastor of First Baptist Church of Colorado City, TX. A Texas Historical Marker states "in 1890 he reported 140 on the roll. This church joined that year with other members of Sweetwater Baptist Association to implement charter for Simmons College (now Hardin-Simmons). He encouraged church members to contribute to the building fund to Abilene's first hospital.



HISTORIC OVERLAY REQUEST

Case: HOZ-2024-01

Owner/Agent: Rachel Rowland

Request: Add Historic Overlay to a residence within the Sayles Boulevard area

Location: 940 Sayles Boulevard

Landmarks: July 23, 2024

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





BACKGROUND INFORMATION

The subject residence, built in 1926, is a single-story frame structure with a stucco veneer. The residence has a modified rectangular plan and a front gable with exposed rafter ends, a one bay front porch, front entrance perpendicular to the street, a slightly projected front room and tapered box supports on stucco pedestals. The property also includes a detached garage and shed, according to Taylor County Appraisal District were built in 1928.

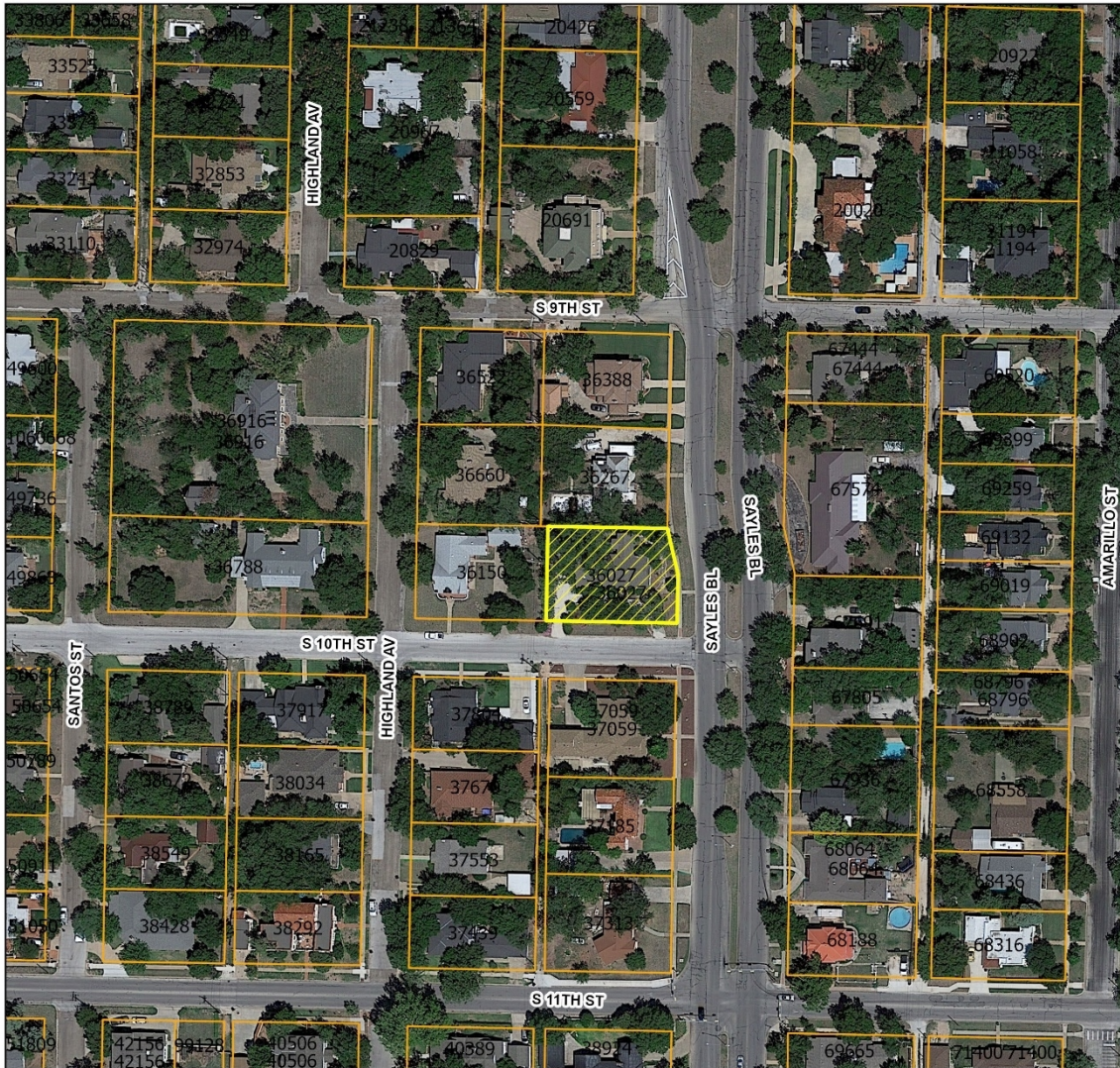
The subject property is located on the National Register of Historic Properties as a District Contributor in the Sayles Boulevard Historic District.

The property is located on the Abilene Register of Historic Properties.





AERIAL LOCATION MAP

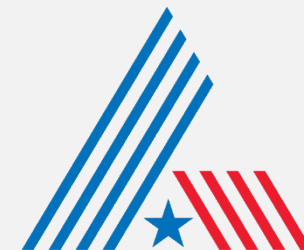


Legend

- HOZ-2024-01
- Courier Parcels
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

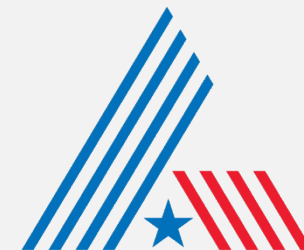


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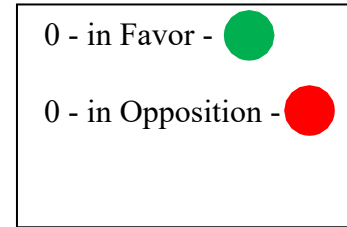
- HOZ-2024-01
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Miles



CITY OF
ABILENE
TEXAS





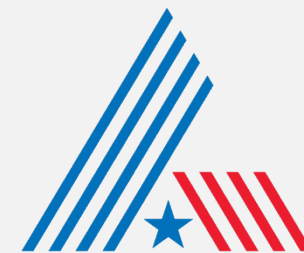
VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



HISTORIC PHOTOS OF SUBJECT PROPERTY





FINDINGS AND RECOMMENDATIONS

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.
3. Embodies characteristics distinct to a type, period, or method of construction or architecture.
4. Is associated with the lives of persons significant in local, regional, state, national, or international history.
5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.
6. Represents the works of a master designer, architect, builder, or craftsman.

The Landmarks and the Planning and Zoning Commissions recommend approval.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) Z-2024-19: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Garold Ropp, to Change the Zoning of Approximately 0.51 Acres from Medium Density (MD) to Multi-Family (MF), Located at 1665 S 15th St. *(Tim Littlejohn)***

GENERAL INFORMATION

The property owner desires to repurpose the existing building into an apartment with eight (8) dwelling units. The proposed building arrangement will require Residential Multi-Family (MF) zoning to replace the existing Residential Medium-Density (MD) zoning.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance

2. Z-2024-19 Staff Report
3. Application
4. 1510 Jeanette St & 1741 S 14th St
5. Z-2024-19 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 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 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 22nd 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.51 acres from Medium Density (MD) to Multi-Family (MF).

Location: 1665 S 15th St

Legal: South Fairmont, Block 3, Lot 7-8-9, Abilene, Taylor County, Texas.



-END-

ZONING CASE Z-2024-19

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 06, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Owner: FOCO Capitol LLC
Agent: Garold Ropp

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.51 acres from Medium Density Residential (MD) to Residential Multi-Family (MF).

Location

Legal description being South Fairmont, Block 3, Lots 7-9, Abilene, Taylor County, Texas. The site is located at 1665 South 15th Street.

Background

The property was annexed in 1912. A building previously used as a church is located on this site.

The property owner desires to repurpose the existing building into an apartment with eight (8) dwelling units. The proposed building arrangement will require Residential Multi-Family (MF) zoning to replace the existing Residential Medium-Density (MD) zoning.

Zoning, Existing and Proposed Land Use

All of the properties surrounding the subject site are zoned Medium Density Residential (MD). Single-family residences are located to the north, south, and east. To the west across Jeanette Street is Jefferson Center, an AISD property.

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.

It is desirable to repurpose vacant buildings that are in good condition. The repurposing of a church is difficult due to the large scale of church buildings and the proximity of churches to residential neighborhoods. By rezoning the subject site, the applicant will be able to fully utilize the existing building, provide additional housing opportunities, and help maintain the fabric of the surrounding neighborhood. For those reasons, 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 the Comprehensive Plan recommends Medium Density Residential development include a diversity of housing types such as single-family detached, single-family attached, and small-scale multi-family buildings.

- (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**.

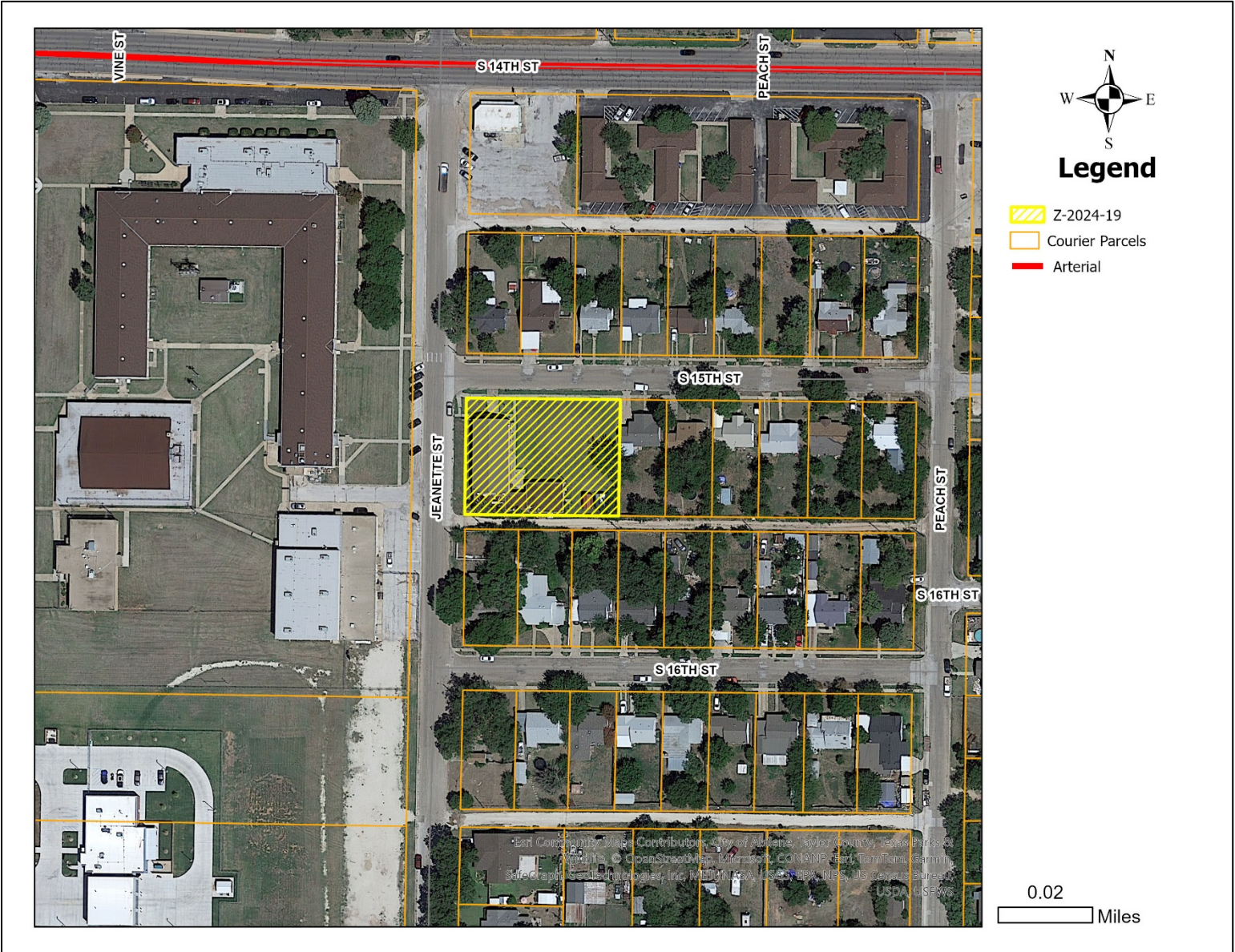
NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

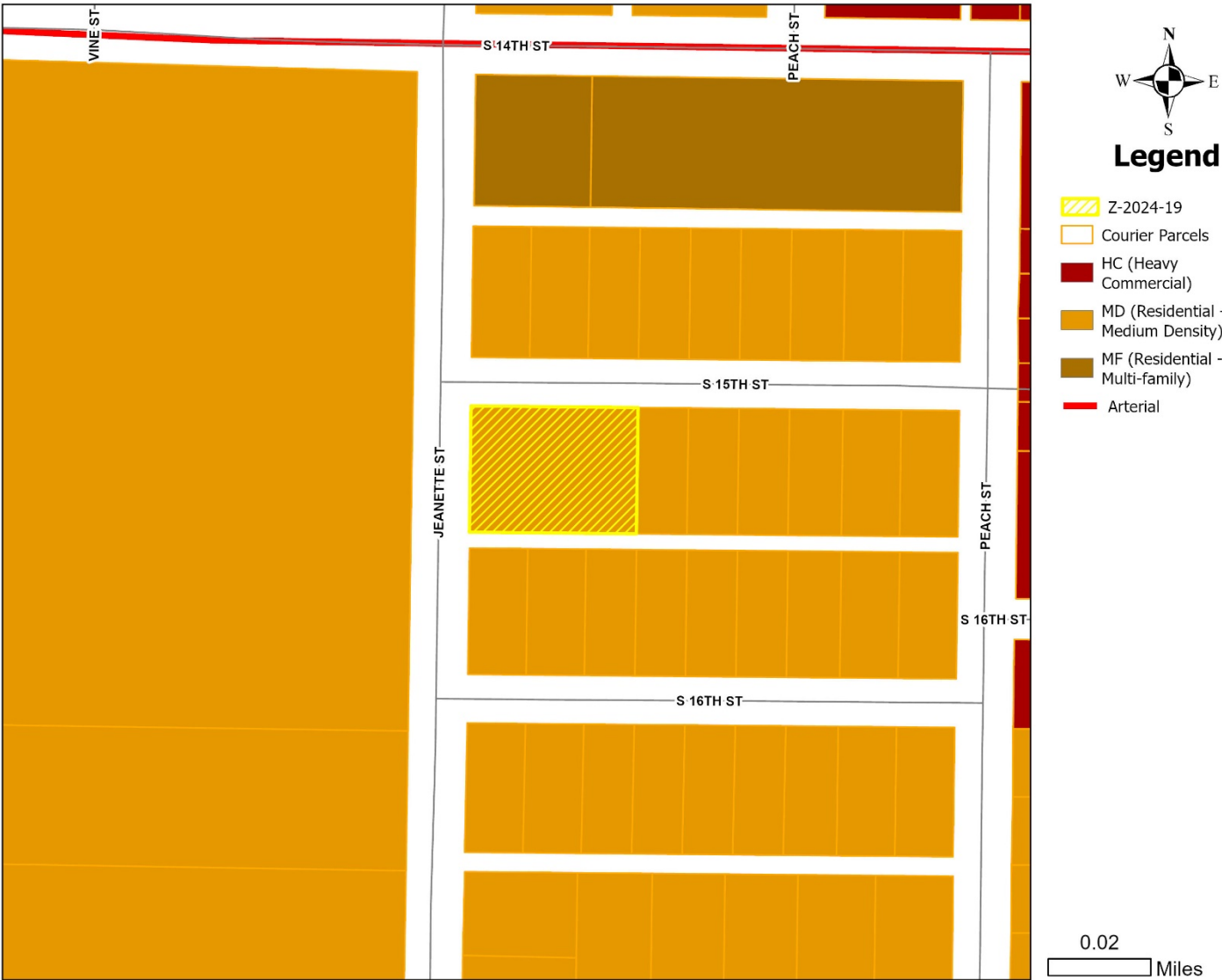
OWNER	PROPERTY ID	SITUS	RESPONSE
DOUGLAS VIRGINIA ANN	75215	1617 S 15TH ST	
GARCIA SAMANTHA	76438	1626 S 16TH ST	
MYSTUFF LLC	75947	1658 S 16TH ST	
MARTINEZ MARIA BIERA LF EST	76554	1618 S 16TH ST	
DAVISTA LLC SERIES B	10653	1665 S 16TH ST	
HERNANDEZ JAYME	76314	1634 S 16TH ST	
ESTES THOMAS W & BAILEY A	75568	1641 S 15TH ST	
CROSSON KEVIN &	74509	1618 S 15TH ST	
DALZELL DAVID E	75448	1633 S 15TH ST	
PICKELMAN ZACHRY M & MCKENZIE S	76072	1650 S 16TH ST	
ROBINSONJONES PROPERTIES LLC	10532	1657 S 16TH ST	
BALDERAS GLENDA	74177	1642 S 15TH ST	
WATSON BRITTANY N	10412	1649 S 16TH ST	
SMALLEY-MC CAMBRIDGE CAROLYN F	76198	1642 S 16TH ST	
SILVA FRANKIE CHARLES	73766	1666 S 15TH ST	
LENIUS JAMES A & TERI D	10295	1641 S 16TH ST	
BRICK & MORTAR PROPERTIES LLC	75337	1625 S 15TH ST	
DON FITE REAL ESTATE LLC	74049	1650 S 15TH ST	
HALE LUKE	75822	1666 S 16TH ST	
FOCO CAPITAL LLC	75690	1665 S 15TH ST	
MC CLELLAND KAREN D	74396	1626 S 15TH ST	
HOOLY HOMES LLC	74281	1634 S 15TH ST	
ABILENE IND SCHOOL DISTRICT	74864	1510 JEANETTE ST	F

Map of the Z-2024-19 notification area in the 7000 block of S 15th St, Omaha, NE. The map shows a grid of parcels with addresses. A large black circle highlights the notification area, which includes parcels 73631, 7366, 73902, 74049, 74177, 74281, 74396, 74509, 74630, 74740, 75690, 75568, 75448, 75337, 75215, 75097, 74981, 75822, 75947, 76072, 76198, 76314, 76438, 76554, 76684, and 76809. A hatched rectangle indicates the Z-2024-19 area, which is parcel 75690. The map also shows surrounding streets: Vine St, Jeanette St, Peach St, S 14th St, S 15th St, S 16th St, and S 17th St. A legend in the top right corner defines the symbols: Notification Area (black circle), Z-2024-19 (hatched rectangle), Courier Parcels (yellow outline), and Arterial (red line). A scale bar in the bottom right corner indicates 0.02 miles.

LOCATION MAP



ZONING MAP





2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: SOUTH FAIRMONT Total Number of Acres: .5133
Zoning Classification(s): MD MEDIUM DENSITY Total Number of Lots: 3
Location: 1665 S 15TH ABILENE

Property Owner Information & Authorization

Name/Company: FOCO CAPITOL LLC
Address: 5558 BRIDLE WAY
City: BESSEMER, ALABAMA State: ALABAMA Zip Code: _____
Phone: 769.233.6359 Email: CHINASEEZE@GMAIL.COM

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate GAROLD ROPP (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

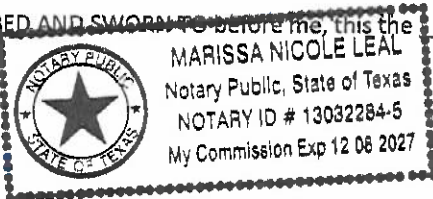
Property Owner's Signature: [Signature] Date: 06/06/2024

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Festus Oguhabe (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this 6 day of June, 20 24



[Signature]

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

- ☐ Engineer ☐ Purchaser ☐ Tenant ☒ Preparer ☐ Other(specify): _____

Name: GAROLD ROPP Company: MCKENZIE DESIGN & DRAFTING LLC
Address: 133 OAK HILL RD City: TUSCOLA State: TX
Zip Code: 79562 Number: _____ Email: MCKENZIEDD@MAC.COM



2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: _____

Address: 1665 15TH ST ABILENE Number of Lots: 3 Acreage: .5133

Legal Description: SOUTH FAIRMONT, BLOCK 3, LOT 7-8-9

Subdivision Name: SOUTH FAIRMONT Block: 3 Lot: 7-8-9

Current Zoning: MD MEDIUM DENSITY Proposed Zoning (if applicable): MF MULTIFAMILY

OWNER AND AUTHORIZATION

Owner Name: FESTUS OGUHEBE

Address: 5558 BRIDLE WAY

City, State, Zip: BESSEMER, ALABAMA

Fax: _____

Phone: 769 233 6359

Email: CHINASEEZE@GMAIL.COM

Agent Name: MCKENZIE DESIGN & DRAFTING LLC - GAROLD ROPP

Address: 133 OAK HILL RD

City, State, Zip: TUSCOLA TX 79562

Fax: _____

Phone: 325.203.7026

Email: MCKENZIEDD@MAC.COM

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: [Signature]

Date: 6.14.24

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--------------------------------|--|--|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | ☒ MF | MULTIFAMILY |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

TO MAKE AVAILABLE MORE AFFORDABLE HOUSING
OPPORTUNITIES IN THIS AREA

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



2024 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

NOTE: If the Project Representative is not the Property Owner, this form must be filled out by both the Property Owner and the Project Representative.

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

N/A

C. State all information upon which you base the belief (use additional paper, if necessary).

N/A

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person (print): GAROLD ROOP

Property Owner ☐ Project Representative ☒

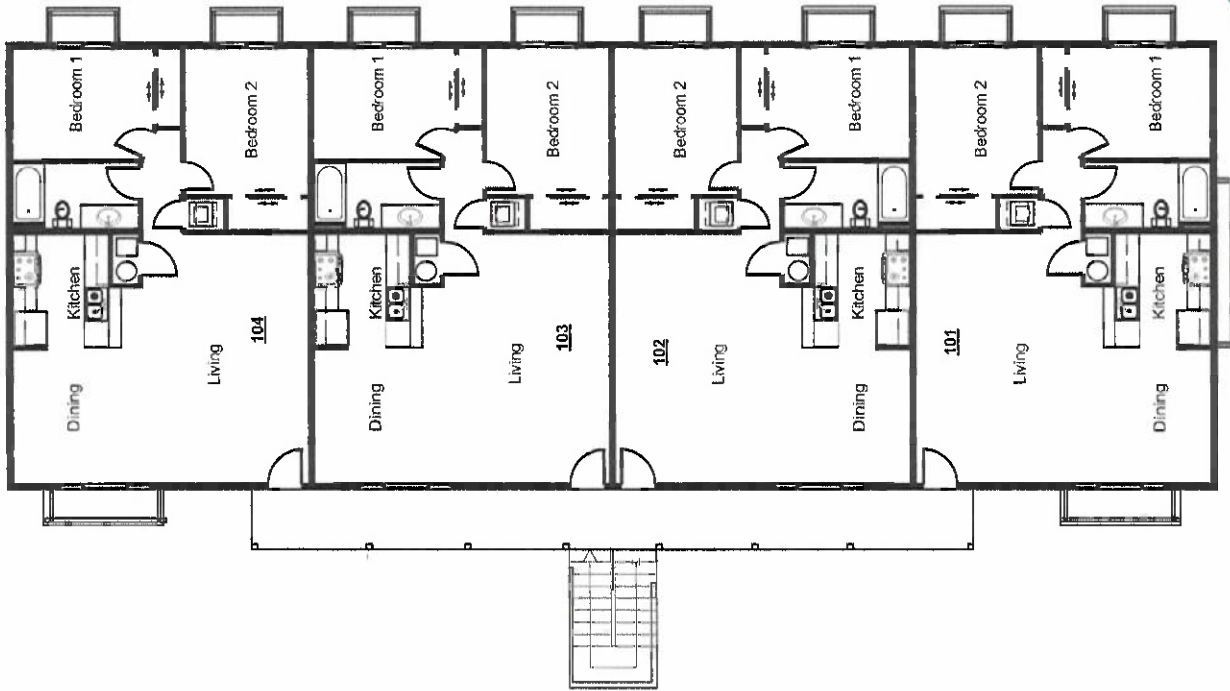
Signature of Certifying Person: [Signature]

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

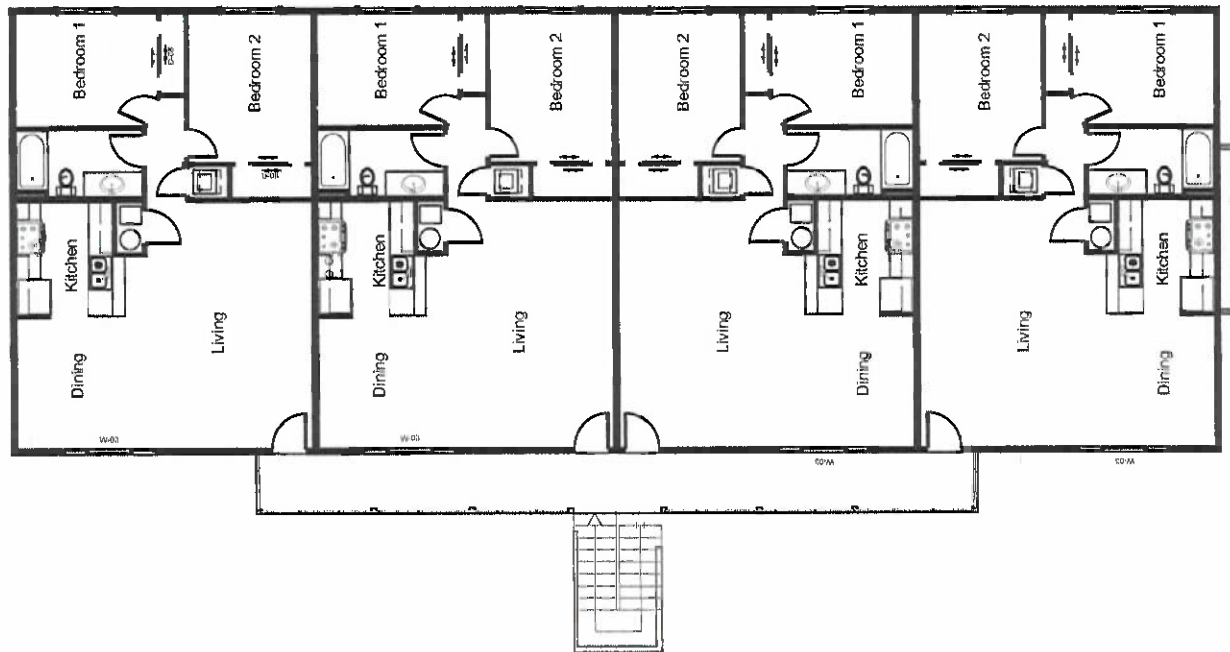
**City Manager, City Secretary, City Attorney, and all department heads



Perspective Apartments
Scale: 3/16" = 1'-0"



First Floor



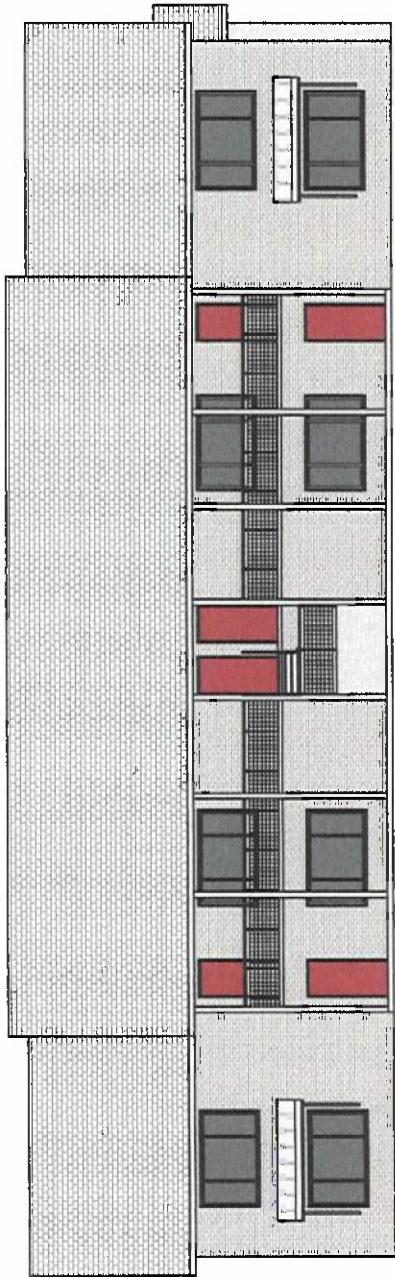
Second Floor

TOTAL SQUARE FOOTAGE:

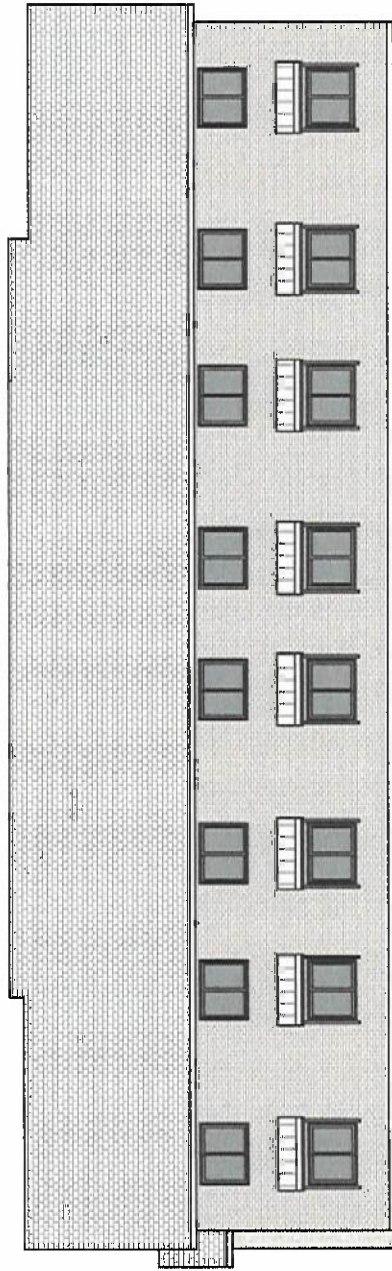
1st Floor:	3,720 sf
2nd Floor:	3,720 sf
Total:	7,440 sf

Proposed First & Second Floor Plan

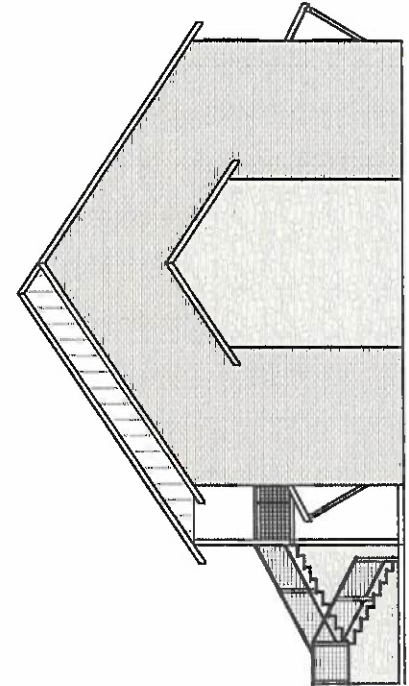
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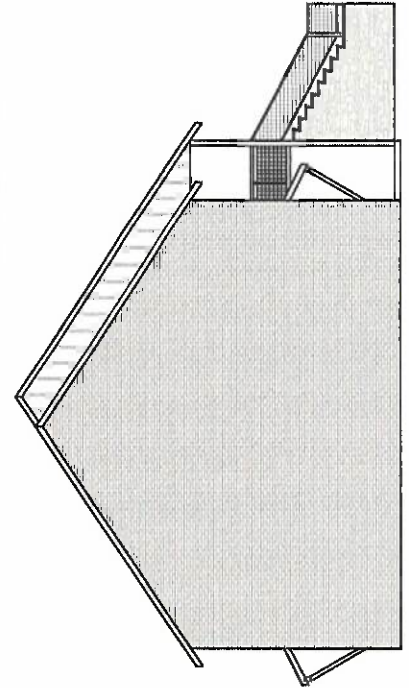
Front Elevation
Scale: 1/16" = 1'-0"



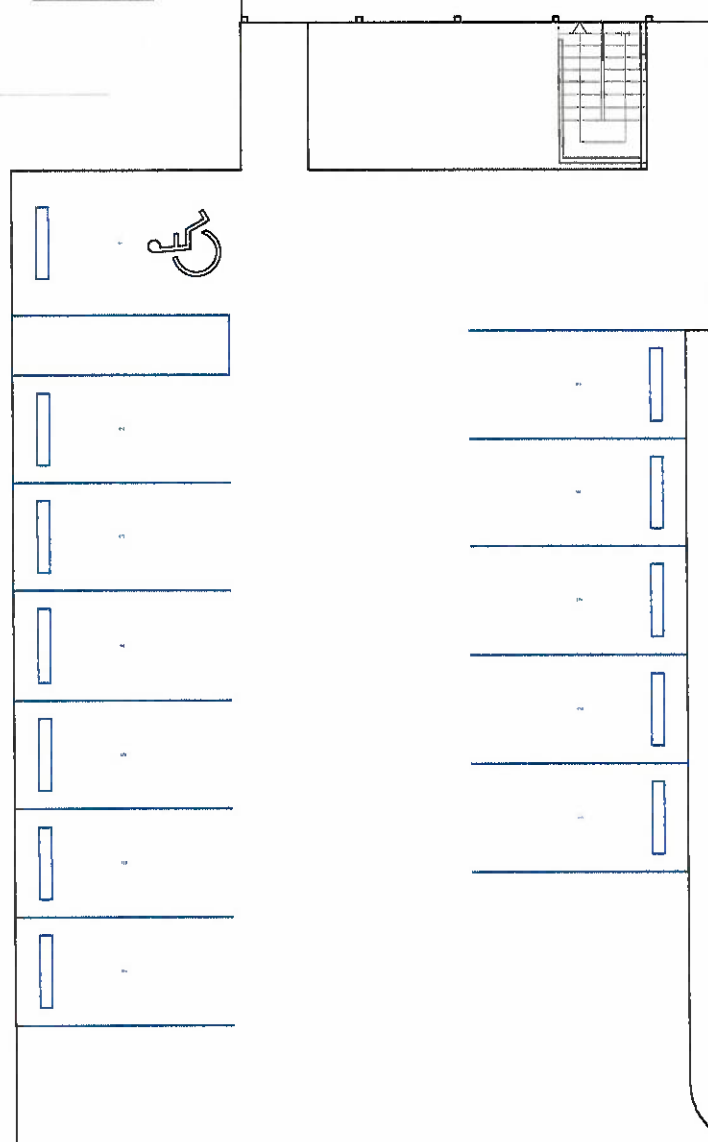
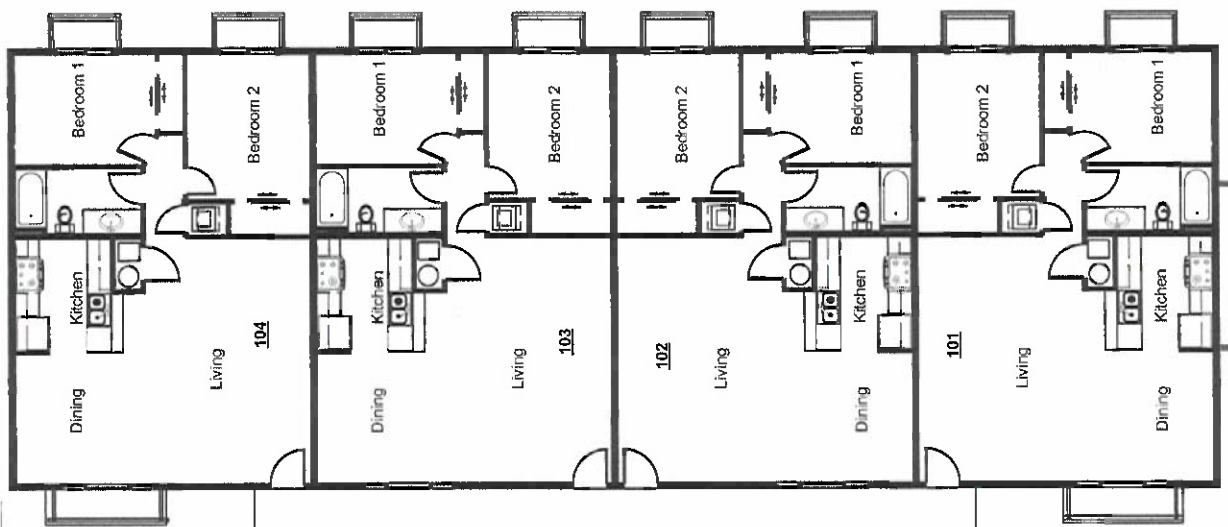
Rear Elevation
Scale: 1/16" = 1'-0"



Side Elevation
Scale: 1/16" = 1'-0"



Side Elevation
Scale: 1/16" = 1'-0"





ABILENE IND SCHOOL DIST
PO BOX 981
ABILENE, TX 79604-0981

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-19

July 18, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **August 6, 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 represented by Garold Ropp, to change the zoning of approximately 0.51 acres from Medium Density (MD) to Multi-Family (MF). Located at 1665 S 15th St. Legal description being South Fairmont, Block 3, Lot 7-8-9, 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 **September 12, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6382 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-19

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: 75690
Requestor's Property Zoning: MD
Requestor's Proposed Zoning: MF

Your Name: ABILENE IND SCHOOL DIST
Your Property Address: 1510 JEANETTE ST
Your Parcel ID: 74864

I am in favor of the request ☒

I am opposed to the request ☐

Signature:

Joe Waldron 7/24/24



REZONE REQUEST

Case: Z-2024-19

Applicant: FOCO Capitol LLC

Agent: Garold Ropp

Request: Change the zoning of approximately 0.51 acres from Medium Density (MD) to Multi-Family (MF).

Location: 1665 S 15th Street

Notification: 1 in Favor, 0 Opposed

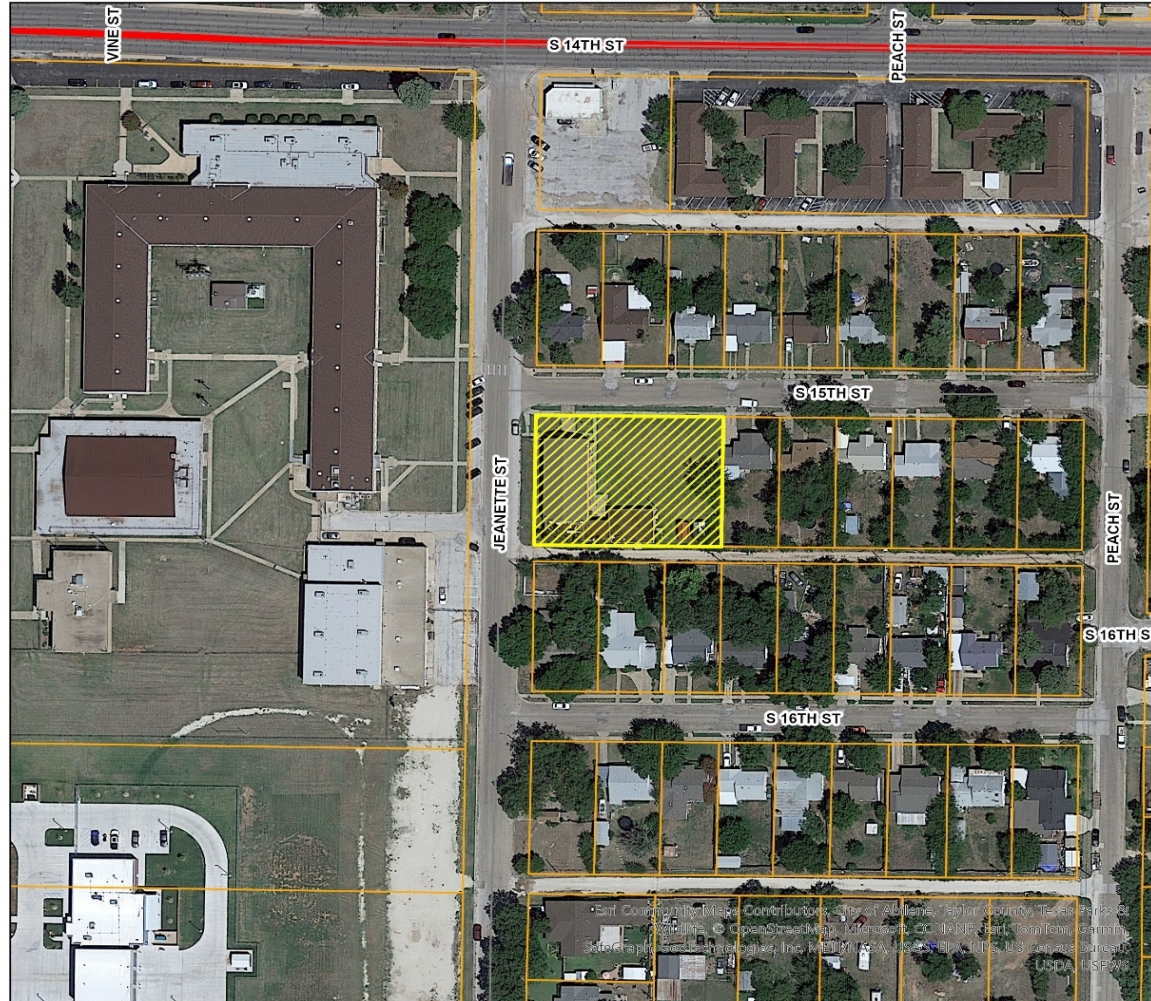
Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





AERIAL LOCATION MAP



-  Z-2024-19
-  Courier Parcels
-  Arterial

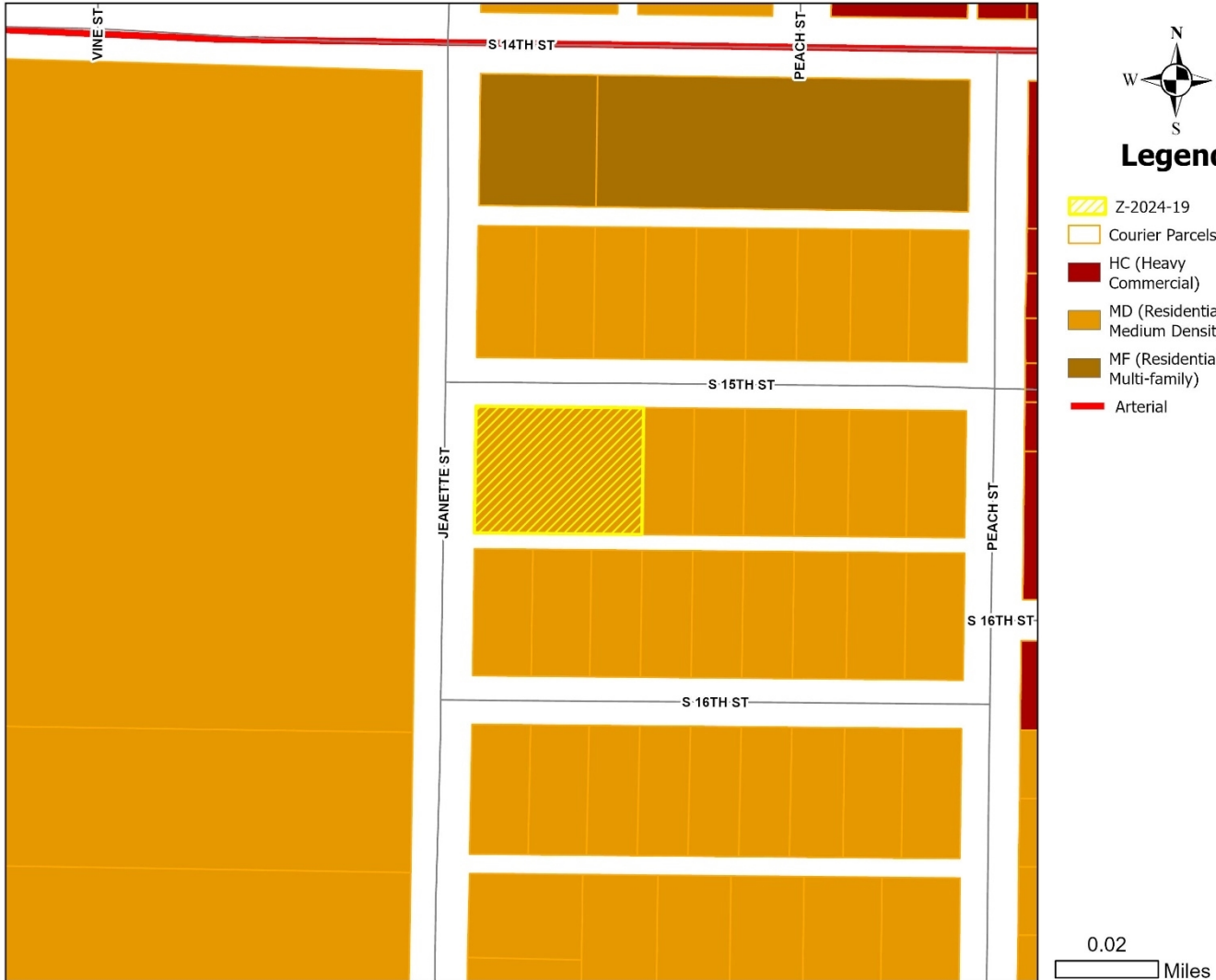
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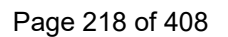
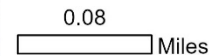


CITY OF
ABILENE
TEXAS



ZONING MAP







VIEWS OF PROPERTIES



West Neighboring Property

Jul 26, 2024
1665 So



North Neighboring Property

Jul 26, 2024
1641 So



East Neighboring Property

Jul 26, 2024 4:14:07 PM
1641 South 15th Street
Abilene
Taylor County
Texas



Subject Property

Jul 26, 2024
1665 So



Subject Property

Jul 26, 2024
1650 So





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

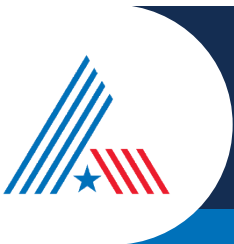
RESOURCE PRODUCTION AND EXTRACTION USES:

- 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 MF Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P 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
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- 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 Personal Care Facility
- 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

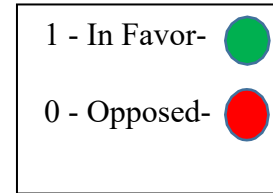
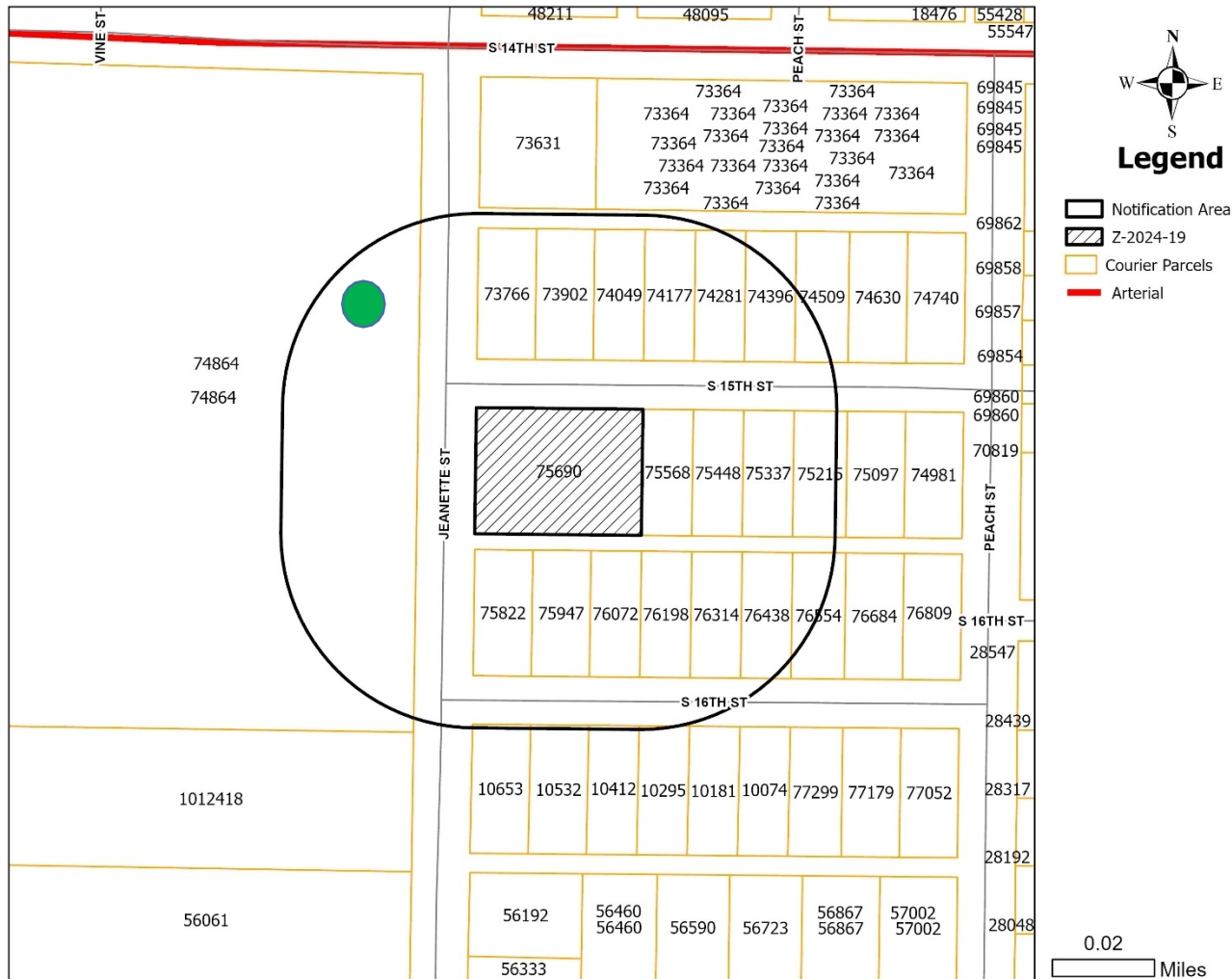
LEGEND

- 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





NOTIFICATION AREA MAP





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: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (First Reading) Z-2024-20: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Erik Johnson, to Change the Zoning of Approximately 10.1 Acres from Agricultural Open (AO) To Heavy Commercial (HC), located at the southeast corner of the intersection at Loop 322 and East Stamford Street *(Tim Littlejohn)***

GENERAL INFORMATION

The owner proposes to rezone the property to expand the number of uses permitted by the HC zoning district. The intended use of the property is Retail Sales/Rental (Large trucks and equipment).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 4-1.

ATTACHMENTS:

1. Ordinance
2. exhibit
3. Staff Report
4. project overview
5. owner authorization
6. survey
7. 901 N Loop 322 & Prop ID 16017
8. Prop ID 16397 - Applicant
9. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 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 22nd 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC)

Legal description being as follows:

Being 10.1 acres out of Sections 32 and 39, Blind Asylum Lands, Taylor County, Texas, said 10.1 acres being out of a 4.13 acre tract described in Volume 1655, Page 452, Deed Records, Taylor County, Texas, and a 5.95 acre tract described in Volume 1699, Page 661, Deed Records, Taylor County, Texas, and said 10.1 acres being more thoroughly described as follows:

Beginning at a point, on the South line of North Loop 322, for the Northerly Northwest corner of a 130.65 acre tract described in Volume 2737, Page 73, Official Public Records, Taylor County, Texas, the Westerly Southwest corner of this tract, from which a found ½" rebar bears S85°10'44"E 1.86' and the Northwest corner of Section 39 bears of record N45°44'W 200.0' and N89°16'W 3716.0';

Thence N44°05'35"E, along the South line of said North Loop 322 and generally along a fence line a distance of 465.46' to a point, for an exterior corner of this tract, from which a TXDoT monument bears N74°52'53"E 0.37';

Thence S86°32'26"E, generally along a fence line a distance of 46.12' to a point for an interior corner of this tract, from which a TXDoT monument bears S43°17'37"E 0.28';

Thence N44°05'35"E, generally along a fence line a distance of 223.68' to a point, on the South line of East Stamford Street, for the Northerly corner of this tract, from which a TXDoT monument bears S65°24'05"W 0.27';

Thence S59°56'35"E, along the South line of said East Stamford Street and generally along a fence line a distance of 206.15' to a TXDoT monument for an exterior corner of this tract;

Thence S45°54'25"E, along the South line of said East Stamford Street and generally along a fence line a distance of 470.0' to a point for a Northerly corner of said 130.65 acre tract and the Southeast corner of this tract, from which a found rebar bears S09°40'59"W 1.25';

Thence S60°05'58"W a distance of 790.2' to a found rebar for the Southerly Southwest corner of this tract;

Thence N47°02'12"W, generally along a fence line a distance of 487.19' to the point of beginning, containing 10.1 acres of land, more or less.

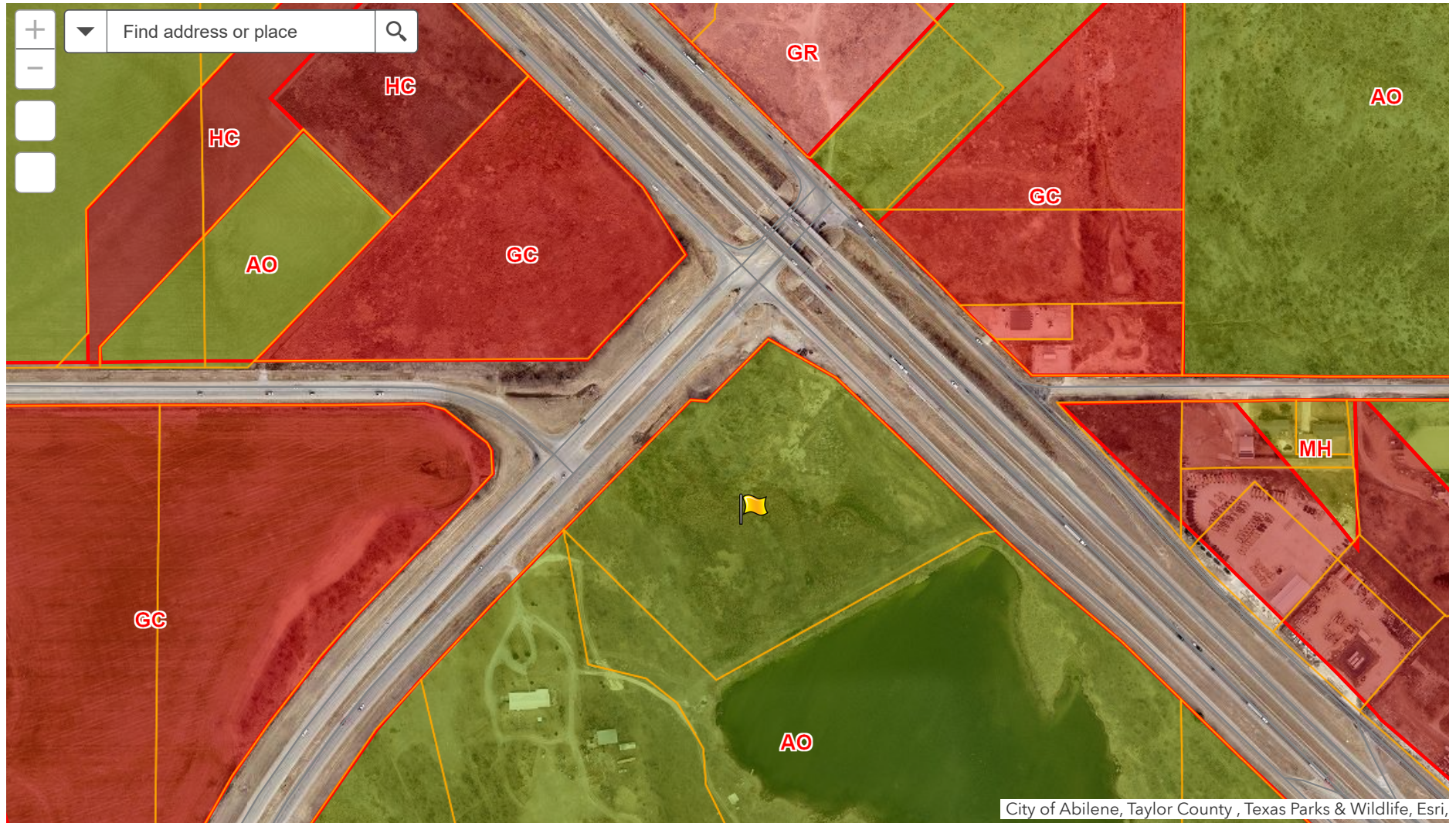
Surveyed on the ground June 24, 2024.

Estes Surveying Inc., Firm No. 10064600
Diehl Estes RPLS No. 5003
162 Caddo Drive, Abilene, TX 79602
PO Box 1044, Clyde Texas, 79510
estessurveying@outlook.com
Abilene, Taylor County, Texas.

ORDINANCE NO. _____



END



ZONING CASE Z-2024-20

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Agent: Erik Johnson

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC).

Location

Legal description being 10.1 acres of the northeast quarter of survey 39, Blind Asylum Lands, Abilene, Taylor County, Texas. Located at the southeast corner of the intersection at Loop 322 and East Stamford Street.

Background

The owner proposes to rezone the property to expand the number of uses permitted by the HC zoning district. The intended use of the property is Retail Sales/Rental (Large trucks and equipment).

Zoning, Existing and Proposed Land Use

Properties to the west are zoned General Commercial (GC) and Heavy Commercial (HC). Currently the subject property is vacant. A proposed equipment rental/dealer is located to the west.

Properties north across the interstate are zoned General Retail and General Commercial. Currently a truck stop exists caddy-corner to the subject property. Surrounding property is generally vacant with a house immediately southwest of the subject property.

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 surrounding properties are zoned for general and heavy commercial purposes.

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

The subject property has access to all required utilities.

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

None.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

City Council Action

A super-majority Council vote will be required to approve this request.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER	SITUS	PROP_ID	RESPONSE
GRIFFITH MARY JANE	901 N LOOP 322	15907	O
HIBBS KAY GRIFFITH		16017	O
SKINNYS INC		16397	

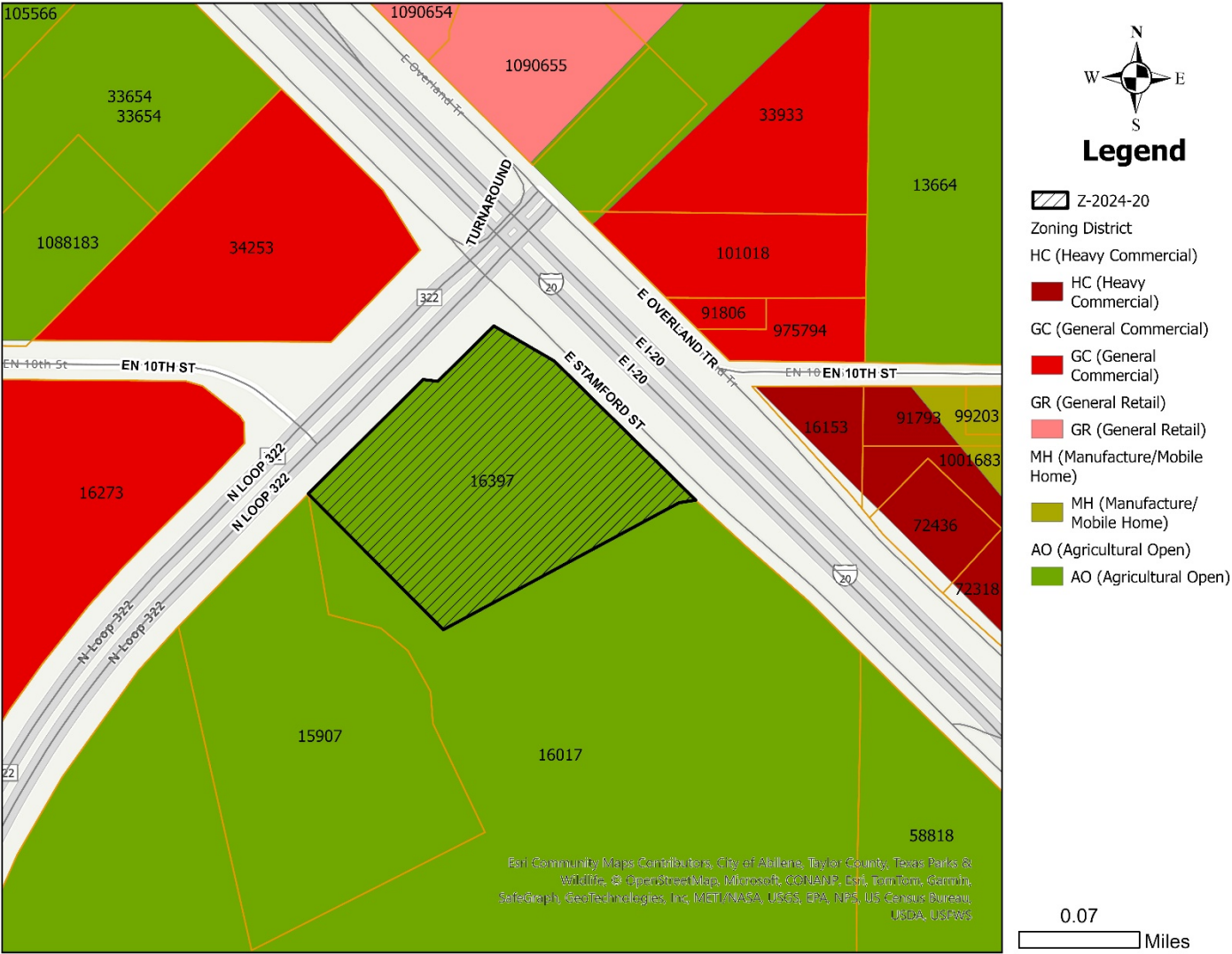
LOCATION MAP



Legend

Z-2024-20

ZONING MAP



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2024-20 (Prop ID: 16397) AO to HC

ID # 24-000122 | **Started** 06/14/2024 at 9:56 AM



Address

Abilene, TX USA 79601

Legal

A0883 Sur 39 B A L Ne/4 Blk Acres 10.0

A0883 Sur 39 B A L Ne/4, Acres 10.08

Description

The proposed use is Retail Sales/Rental (trucks and other large vehicles and equipment). Similar to the new Yellow House facility being built at 2601 E STAMFORD ST PROP_ID 33654 (other similar facilities: Site Pro; Bobcat Abilene; Warren Cat; Quality Implement; New Holland...

PROPERTY DETAILS

Property ID	16397
Enforcement Area	Loop 322 East

PROPERTY ADDITIONAL INFORMATION

Account Number	A0883000500
Property ID	
Land Use	Vacant
High School	Eula
Middle School	Eula
Elementary School	Eula
Super Neighborhood	Loop 322 East

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Erik Johnson	erik@pauljohnsonrealtors.com 3254390186	4633 S 14th ST Abilene, TX 79605-4734	Owner/ Tenant Commercial	APPLICANT
Skinny's Inc	-	3457 Curry Ln Abilene, TX 79606-2229	-	Property Owner

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	06/14/2024 at 11:09 AM	Accept	-
Zoning Application Review	07/01/2024 at 2:22 PM	Accepted	Mason Teegardin
Planning Payment	07/01/2024 at 2:41 PM	Paid	Tim Littlejohn I-2478

Create Agenda for Planning and-Zoning Commission	-	-
Staff Prepares Report & Send Property Notification Letters	-	-
P&Z Commission Decision	-	-
Prepare City Council Agenda	-	-
City Council Decision	-	-
Archive	-	-

INFORMATION FIELDS

Owner Name
SKINNYS INC

Agent Name
Erik Paul Johnson

Block
-

Lot
-

Acreage
10.08

Legal Description of property
A0883 SUR 39 B A L NE/4, ACRES 10.08

Subdivision Name
-

Current Zoning
AO

Proposed Zoning
HC

Agree to Terms
Erik Paul Johnson 06/14/2024

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-003773	Today	Erik Johnson	\$ 1,500.00	\$ 1,500.00	\$ 0.00
	Fees	Account No	Total	Paid	Due
	Zoning - Zone change request	1004002-42001	\$ 1,500.00	\$ 1,500.00	\$ 0.00
	Receipts				
	24-003425				
TOTALS			\$ 1,500.00	\$ 1,500.00	\$ 0.00

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	07/01/2024 at 2:22 PM	Approved	Accepted
---------------------------	-----------------------	----------	----------

Create Agenda for Planning and Zoning Commission	07/01/2024 at 2:41 PM	In Review	-
--	-----------------------	-----------	---

Staff Prepares Report & Send Property Notification Letters	07/01/2024 at 2:41 PM	In Review	-
--	-----------------------	-----------	---

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
--------------------	-------------	-------------

10.1 acres ABCOM SDCRE legal desc.docx	07/01/2024 at 2:14 PM	Erik Johnson
--	-----------------------	--------------

10.1 acres ABCOM SDCRE plat.pdf	07/01/2024 at 2:14 PM	Erik Johnson
---------------------------------	-----------------------	--------------

Zone Chg Agency 57840_7861_owner_authorization 06-24-2024.pdf	06/24/2024 at 4:22 PM	Erik Johnson
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owner authorization.pdf	06/14/2024 at 11:37 AM	Mason Teegardin
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EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
---------------	------------------	--------	----------------

Civil	Zoning Application Review	Not Uploaded	-
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GENERAL COMMENTS

 **Mason Teegardin, Jun 14, 2024 at 11:37 AM**

Metes & Bounds and owner authorization page need to be uploaded by July 2 for complete application.

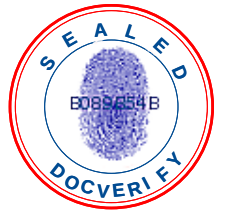
 **Erik Johnson, Jun 24, 2024 at 4:22 PM**

 **Erik Johnson, Jul 01, 2024 at 2:14 PM**

Uploaded

 **Erik Johnson, Jul 01, 2024 at 2:16 PM**

Mason - Please let me know as soon as I can pay the application fee online.
Thanks, Erik

**57840_7861_owner authorization.pdf**

DocVerify ID: B089B54B-5147-4C6A-A0B8-780CA130B96A
Created: June 24, 2024 06:30:54 -8:00
Pages: 1
Remote Notary: Yes / State: TX

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system. This remote online notarization involved the use of communication technology.

Go to www.docverify.com at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

E-Signature Summary**E-Signature 1: Brian Veasman (BV)**

June 24, 2024 11:02:52 -8:00 [7E79AC3AD4B3] [208.56.42.77]
brian.veasman@delekus.com (Principal) (Personally Known)

E-Signature Notary: Jennifer Bazar (Jba)

June 24, 2024 11:02:52 -8:00 [34D26E389120] [76.186.194.59]
jennifer.bazar@yahoo.com

I, Jennifer Bazar, did witness the participants named above electronically sign this document.



Owner Information and Representative Designation

OWNER INFORMATION

Name: Skinny's LLC

Address: 310 Seven Springs Way, Suite 500

City: Brentwood

State: TN

Zip: 37027

Number: 619-204-6466

Email: jennifer.bazar@delekus.com

AGENT INFORMATION (if applicable)

Name: Erik Paul Johnson

Address: 4633 S 14th

City: Abilene

State: TX

Zip: 79605

Number: 325 439-0186

Email: erik@pauljohnsonrealtors.com

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate Erik Paul Johnson (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature:

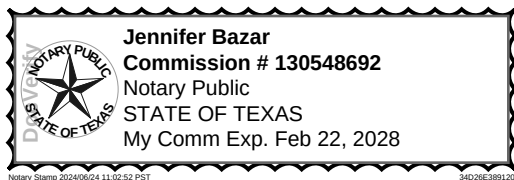
Brian Veasman
Signed on 2024/06/24 11:02:52 -8:00

STATE OF: Texas

COUNTY OF: Bexar

BEFORE ME, a Notary Public, on this day personally appeared Brian Veasman, via two way audio and video communication (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 24th day of June, 2024



Jennifer Bazar
Signed on 2024/06/24 11:02:52 -8:00

NOTARY PUBLIC in and for the State of Texas
Jennifer Bazar

Notarial act performed by audio-visual communication

SURVEYED FOR: ABKOM SDCRE INVESTMENTS, LLC.

ABILENE, TEXAS 79601
GF#ABL2415823

THIS LOT IS IN ZONE A AS PER FIRM COMMUNITY
48441C 0235F, 1-6-2012

THERE ARE NO VISIBLE PROTRUSIONS UPON THIS LOT OTHER THAN
SHOWN. FENCES ARE NOT ENTIRELY UPON PROPERTY LINES.

BEARINGS BASED ON NORTH WITH GPS, WGS 84.

EASEMENT NOTES:

V-283, P-56, DOES NOT AFFECT THIS TRACT.
V-294, P-566, POSSIBLE LOCATION UFO ON PLAT.
V-778, P-701, POSSIBLE LOCATION UFO ON PLAT.
V-893, P-145, BLANKET EASEMENT, POSSIBLE LOCATION
OVERHEAD ELECTRIC LINES.
V-2330, P-983, SHOWN ON PLAT.
V-2527, P-391, SHOWN ON PLAT.

SCALE 1" = 100'

- (*) = RECORD CALL
- - - = OVERHEAD ELECTRIC
- WM = WATER METER
- WV = WATER VALVE
- MH = SEWER MANHOLE
- UFO = UNDERGROUND FIBER OPTICS
- UTC = UNDERGROUND TELEPHONE CABLES
- UWL = UNDERGROUND WATERLINE
- = FOUND REBAR
- ⊙ = SET REBAR W/ CAP
- ⊗ = "ESTES 5003"
- ⊗ = TX DOT CONCRETE MONUMENTS
- x - = FENCE
- = POWER POLE

BLIND ASYLUM LANDS
NO. 32

EAST STAMFORD STREET

BLIND ASYLUM LANDS
NO. 39

10.1 ACRES

SKINNY'S INC.
4.13 ACRES
1/1/1989
1655/452

KAY GRIFFITH HIBBS
130.85 ACRES
9/23/2002
2737/73

1/9/1990
1699/661
5.95 ACRES

NORTHWEST CORNER OF SECTION 39
BEARS OF RECORD N45°44'W 200.0'
& N89°16'W 3716.0'

P.O.B.

MARY JANE GRIFFITH
13.89 ACRES
11/1/2001
2641/647

SURVEYED ON THE GROUND
JUNE 24, 2024

ESTES SURVEYING INC., FIRM #10064600
DIEHL ESTES RPLS #5003
© ALL RIGHTS RESERVED
162 CADDO DRIVE, ABILENE, TEXAS 79602
PO BOX 1044, CLYDE, TEXAS 79510
(325)-893-2822
estessurveying@outlook.com

I HEREBY CERTIFY TO
SECURITY ABSTRACT & TITLE COMPANY OF ABILENE
AND ABKOM SDCRE INVESTMENTS, LLC. THAT THIS PLAT
REPRESENTS A SURVEY OF 10.1 ACRES OF LAND OUT OF
SECTION 32 AND SECTION 39, BLIND ASYLUM LANDS,
TAYLOR COUNTY, TEXAS.

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-20

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: 16397

Requestor's Property Zoning: AO

Requestor's Proposed Zoning: HC

Your Name: GRIFFITH MARY JANE

Your Property Address: 901 N LOOP 322

Your Parcel ID: 15907

Signature:

Mary Jane Griffith

I am in favor of the request ☐

I am opposed to the request ☒

Additional Comments:

I will not allow my driveway to be moved!

The increase in traffic Mary Jane Griffith
will make it more dangerous for me as
well as the increase in homeless persons about.

M.J.G.



SKINNYS INC
7102 COMMERCE WAY
BRENTWOOD, TN 37027

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-20

July 16, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **August 6, 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 or the owner's agent. The property being considered for a zoning change is approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC). Legal description being 10.1 Acres out of the northeast quarter of survey 39 Blind Asylum Lands, Abilene, Taylor County, Texas. The property is currently zoned Agricultural Open (AO) and the request is to change the zoning to Heavy Commercial (HC).

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 **September 12, 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 #: Z-2024-20

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: 16397
Requestor's Property Zoning: AO
Requestor's Proposed Zoning: HC

Your Name: SKINNYS INC
Your Property Address:
Your Parcel ID: 16397

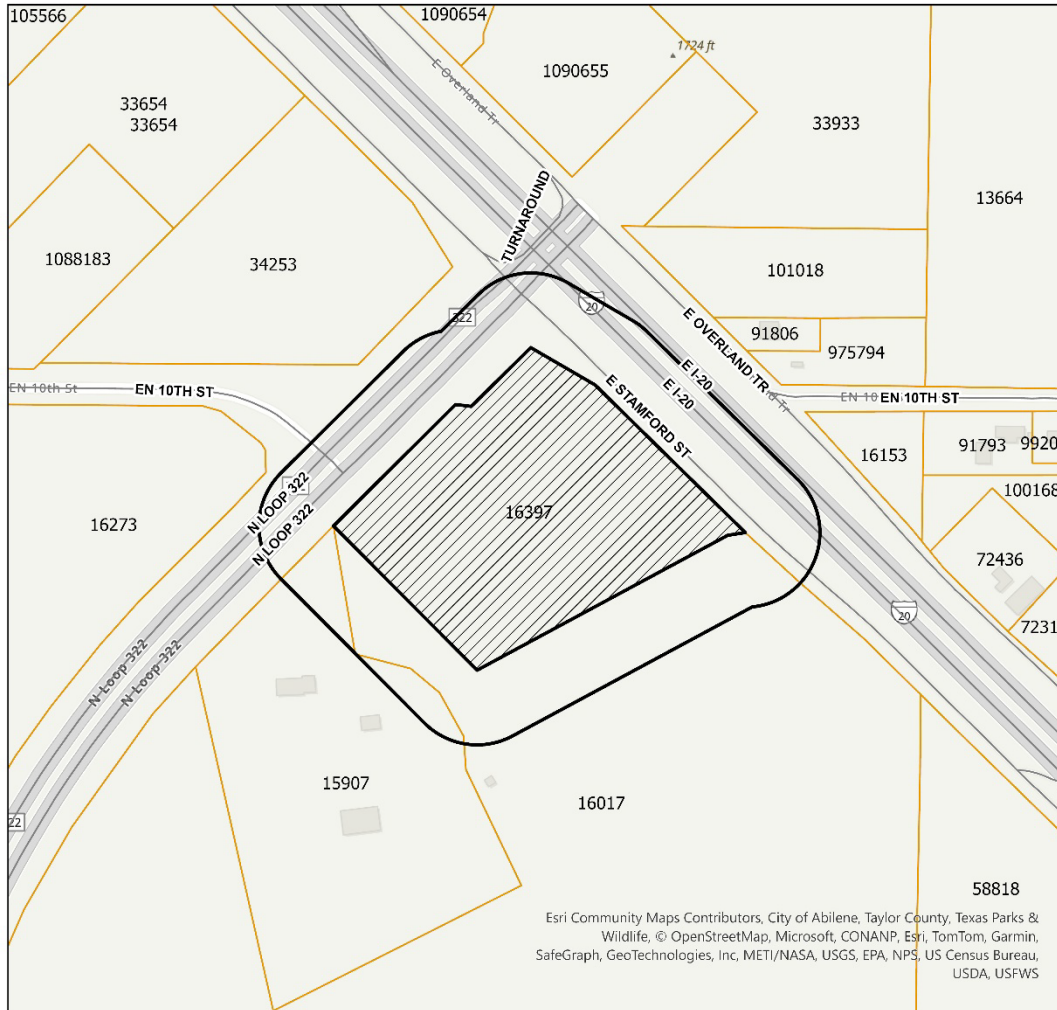
I am in favor of the request ☒

I am opposed to the request ☐

Signature:

Bin Vasan

Z-2024-20



Legend

-  Notification Buffer
-  Z-2024-20

0.07

Miles

Additional Comments:



REZONE REQUEST

Case: Z-2024-20

Agent: Erik Johnson

Request: Change the zoning of approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC).

Location: Southeast corner of the intersection at Loop 322 and E. Stamford Street.

Notification: 0 in Favor, 2 Opposed

Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





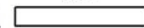
AERIAL LOCATION MAP



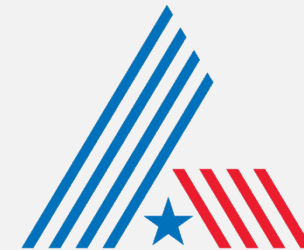
Legend

 Z-2024-20

0.1

 Miles

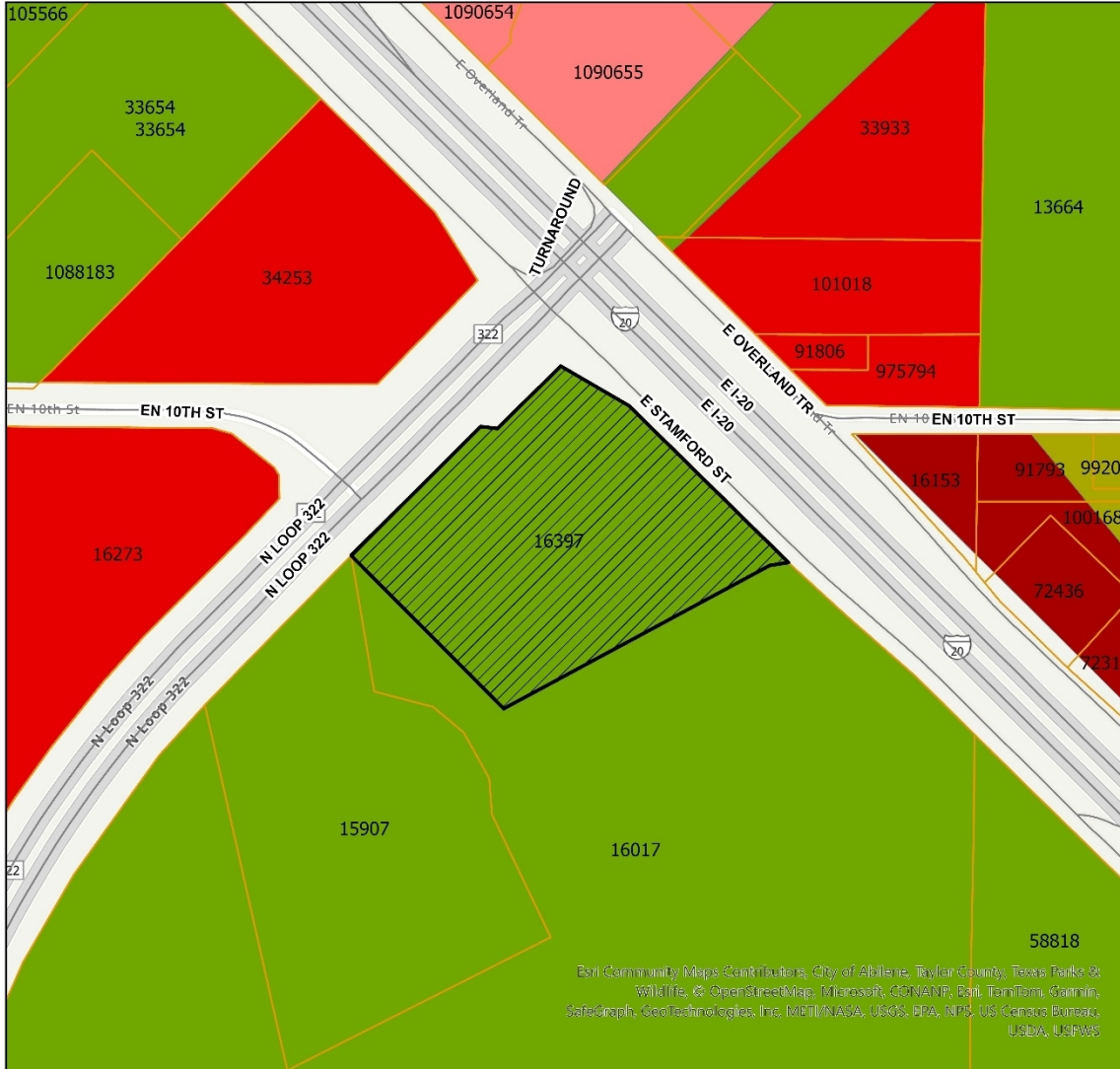
Best Community Maps Contributors: City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, COMNAV, San Antonio, Garmin, SafeGraph, GeoTechnologies, Inc, METALINKA, WCCO, BNA, NPS, US Census Bureau, USDA, USFWS



CITY OF
ABILENE
TEXAS



ZONING MAP

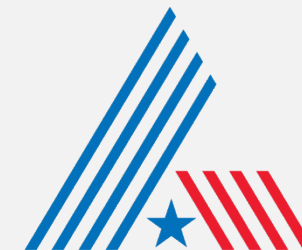


Legend

- Z-2024-20
- Zoning District
- HC (Heavy Commercial)
- HC (Heavy Commercial)
- GC (General Commercial)
- GC (General Commercial)
- GR (General Retail)
- GR (General Retail)
- MH (Manufacture/Mobile Home)
- MH (Manufacture/Mobile Home)
- AO (Agricultural Open)
- AO (Agricultural Open)

0.07

Miles



CITY OF
ABILENE
TEXAS



VIEWS OF PROPERTIES



West Neighboring Property



Subject Property



East Neighboring Property





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





USES IN HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Drive-Through Facility
TP Field Office or Construction Office (temporary)
P Freight Container
P Fuel Sales
TP Itinerant Business
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Mobile Home or Temporary Building (office for sales and service)
P Recycling Collection Point
C Travel Trailers (accessory to hospitals)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C Adult Entertainment Enterprise
P Civic, Social, and Fraternal Organization
P Cultural Facilities
P Drive-in Theater
C Motorized Racing
P Recreation – Outdoors (active)
P Recreation – Outdoors (passive)
P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
C Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Hospital
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
P Rehabilitation Facility
C Sanitary Landfill
P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

TRADE – RETAIL USES:

P Aircraft and Accessories
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Head Shop
P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
P Restaurant, Brew Pub
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (automobile/small truck)
P Retail Sales/Rental (indoor)
P Retail Sales/Rental (outdoors, non-vehicle)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

SERVICE:

P/C Automobile Wash
P Contractor Services
P Funeral Home/ Mortuary/Morgue
P Kennel (With Outdoor Pens)
P Kennel (Without Outdoor Pens)
P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Printing, Copying, Reproduction, Publishing
P Recycling Collection and Processing Center
P Repair and Maintenance Services - Automobile/Small Truck (major)
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
P Repair and Maintenance Services (outdoors)
P Repair and Maintenance Services (truck and other large vehicles)
P Scales (public)
P Storage - Self-Service Units
P Tattoo Parlor
P Taxidermist
P Veterinary Service (all size animals)
P Veterinary Service (small animals)
P Wrecker/Towing

TRADE – WHOLESALE USES:

P Liquor, Wholesale/Distribution
P Wholesaling and Storage (indoor)
C Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
C Antenna Tower - Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Passenger Ground Transportation Terminal
P Pressure Control Station
P Public Utility Facility
C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
C Manufacturing (light)
P Urban Garden

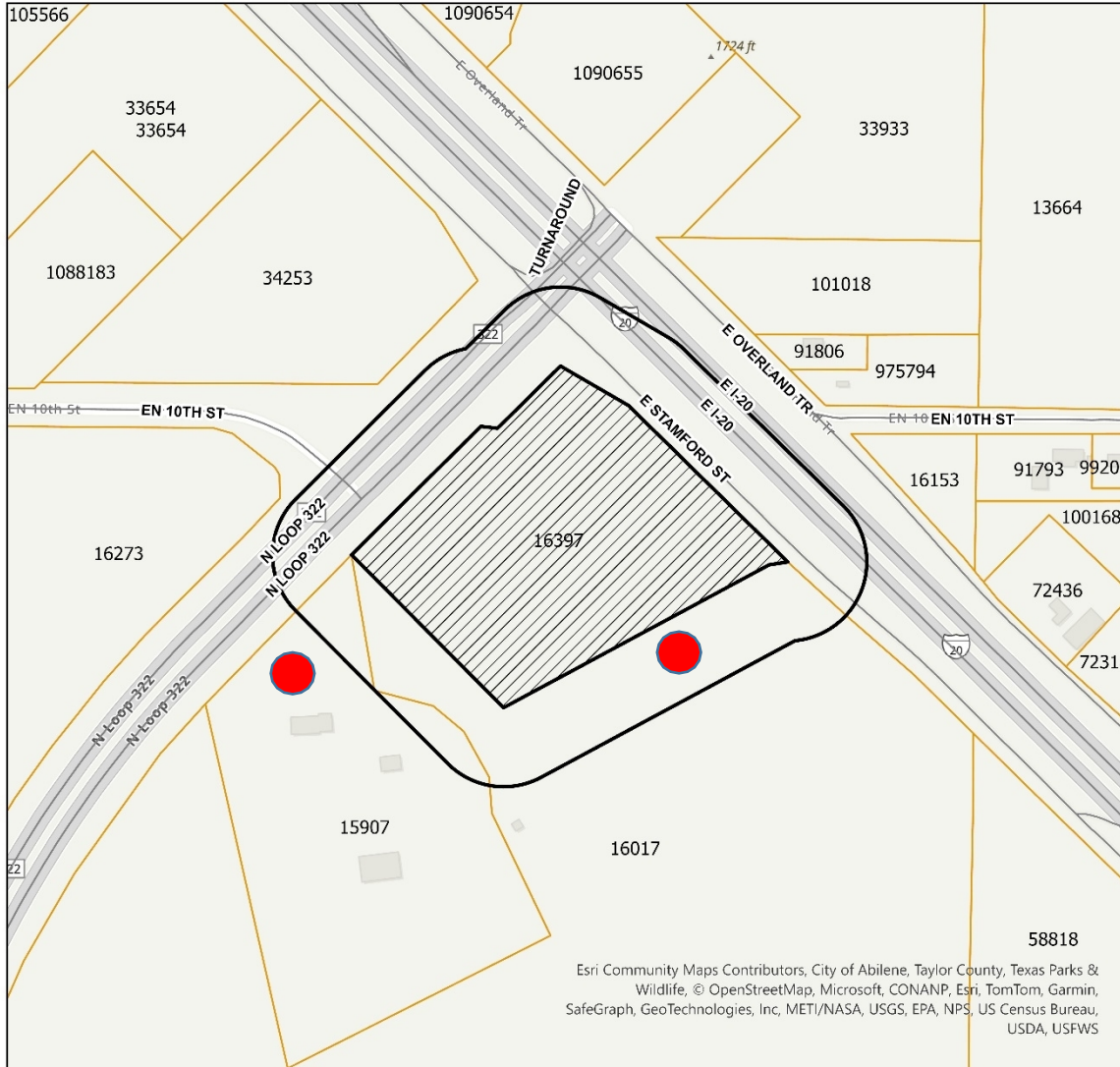
LEGEND

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

- Notification Buffer
- Z-2024-20

0 - In Favor- 
2 - Opposed- 
44.25% Opposition



0.07

Miles



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**

Council Action: A super-majority vote is required.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (First Reading) Z-2024-21: 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 5.09 Acres From Medium Density (MD) To Medical Use (MU), Located At 1301-1441 Compere Boulevard And 1935, 1945 Simmons Ave. *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

SPECIAL CONSIDERATIONS

The subject properties are vacant lots. Most of the homes formerly located on these lots were demolished in 2013. A few remaining homes were moved to different locations in 2014.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 4-0. (Mr. Brad Benham recused himself from the vote.)

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 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 22nd 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

Legal Description being Block B, Lots 1-13 of the Compere Place Subdivision; the south 61.5 feet of the north 111.5 feet of the west 160 feet of Lot 4, Block B and the north 50 feet of the west 150 feet of Lot 4, Block B of the Parramore & Merchant Subdivision, Abilene, Taylor County, Texas.

Located at 1301-1441 Compere Boulevard and 1935, 1945 Simmons Avenue.



END

ZONING CASE Z-2024-21

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024

City Council 1st Read: August 22, 2024

City Council 2nd Read: September 12, 2024

Applicant

Owner: Hendrick Medical Center

Agent: Enprotec/Hibbs & Todd Inc.

Case Manager

Mason Teegardin – Planner

Request

Change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

Location

Subject properties are located at 1301-1441 Compere Boulevard and 1935, 1945 Simmons Avenue. Legal Description being Block B, Lots 1-13 of the Compere Place Subdivision; the south 61.5 feet of the north 111.5 feet of the west 160 feet of Lot 4, Block B and the north 50 feet of the west 150 feet of Lot 4, Block B of the Parramore & Merchant Subdivision, Abilene, Taylor County, Texas.

Background

The subject properties are vacant lots. Most of the homes formerly located on these lots were demolished in 2013. A few remaining homes were moved to different locations in 2014.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MU/COR & GC/COR	Parking lots for Hendrick Medical Center
East	GC/COR	Hendrick Medical Center
South	MU	Hendrick Pediatric Rehabilitation & Therapy
West	MD	Vacant residential lots

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 surrounding businesses are utilized for parking purposes and/or medical related 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 will be subject to a formal site plan review. Any proposed utilities that may be required will be addressed during that review period.

(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**.

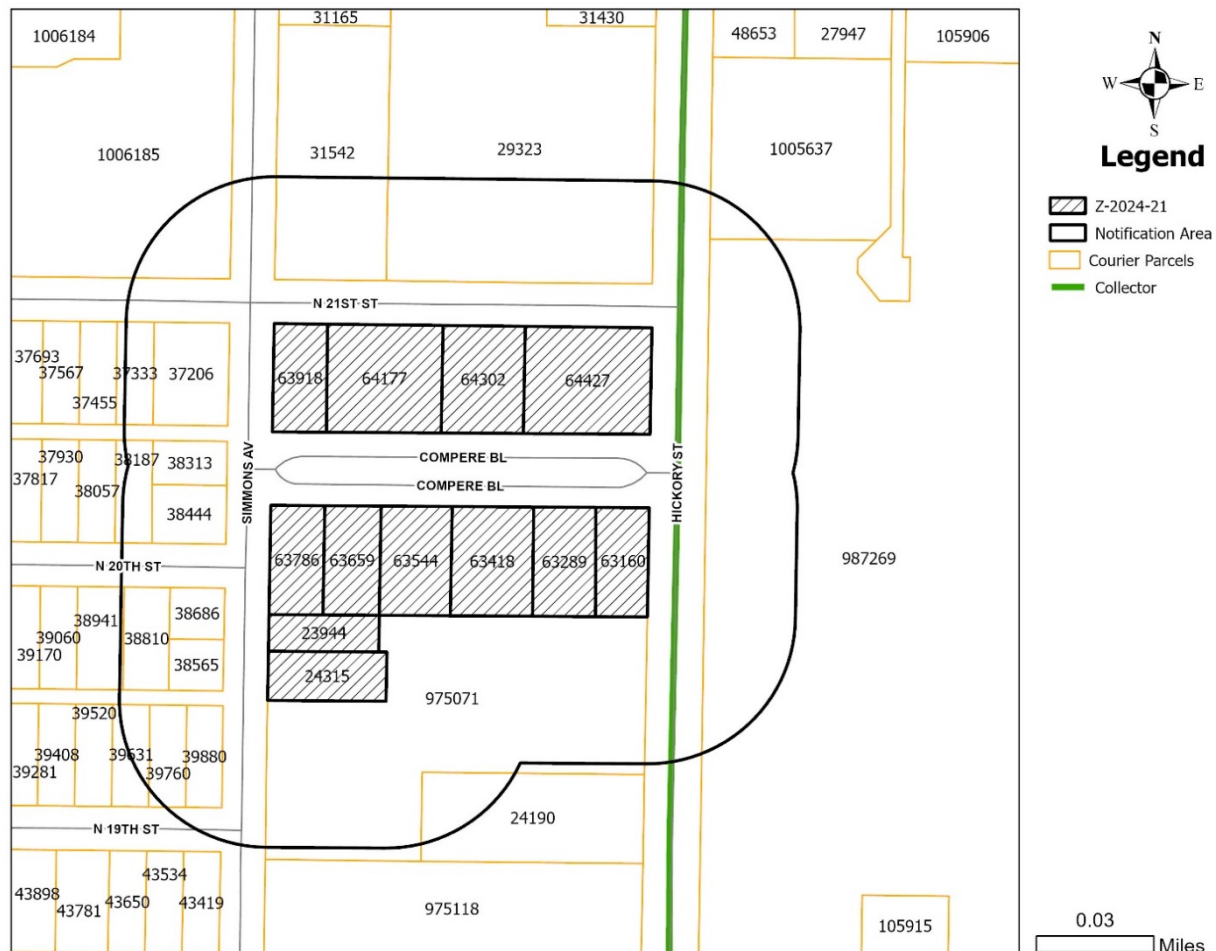
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 19, 2024 via standard mail 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:

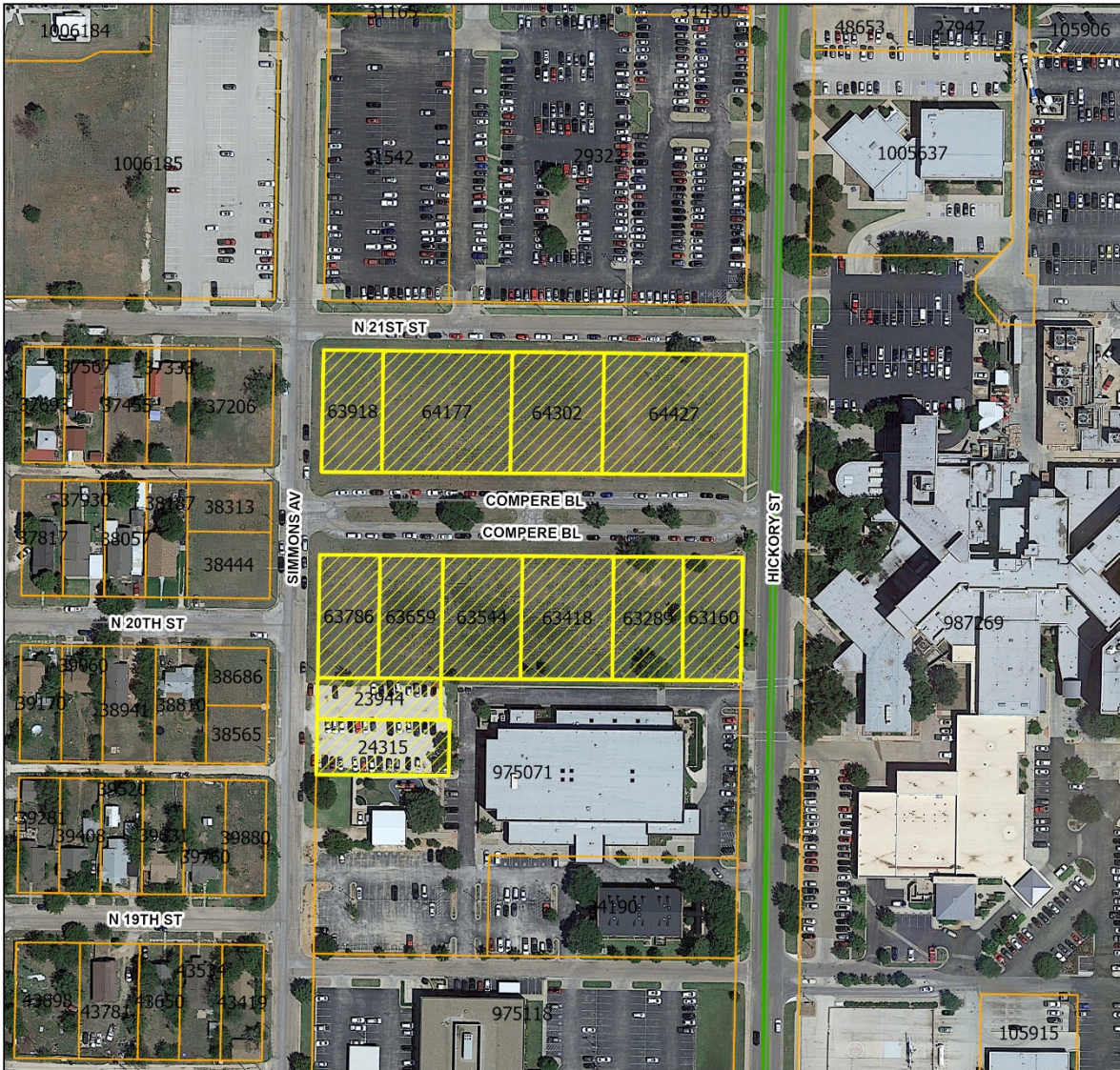
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
GILSON PROPERTY 1 LLC	38187	1510 E N 20TH ST	
HENDRICK HEALTH SYSTEM	63418	1317 COMPERE BL	
KX WEALTH FUND I LLC	39880	1402 N 19TH ST	
MAJKUT KENNETH P & LINDA	37333	1515 N 21ST ST	
MORENO JESUS	39760	1410 N 19TH ST	
MORENO JESUS & VICTORIA	39631	1418 N 19TH ST	
PHILLIPS APRIL	38941	1521 N 20TH ST	
RODRIGUEZ RUBEN JR & ANISSA LYNN	38810	1517 N 20TH ST	

NOTIFICATION MAP



LOCATION MAP



Legend

- Z-2024-21
- Courier Parcels
- Collector

0.03

Miles

ZONING MAP





REZONE REQUEST

Case: Z-2024-21

Agent: Enprotec/Hibbs & Todd Inc

Request: Change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

Location: Located at 1301-1441 Compere Boulevard and 1935, 1945 Simmons Avenue

Notification: 0 in Favor, 0 in Opposition

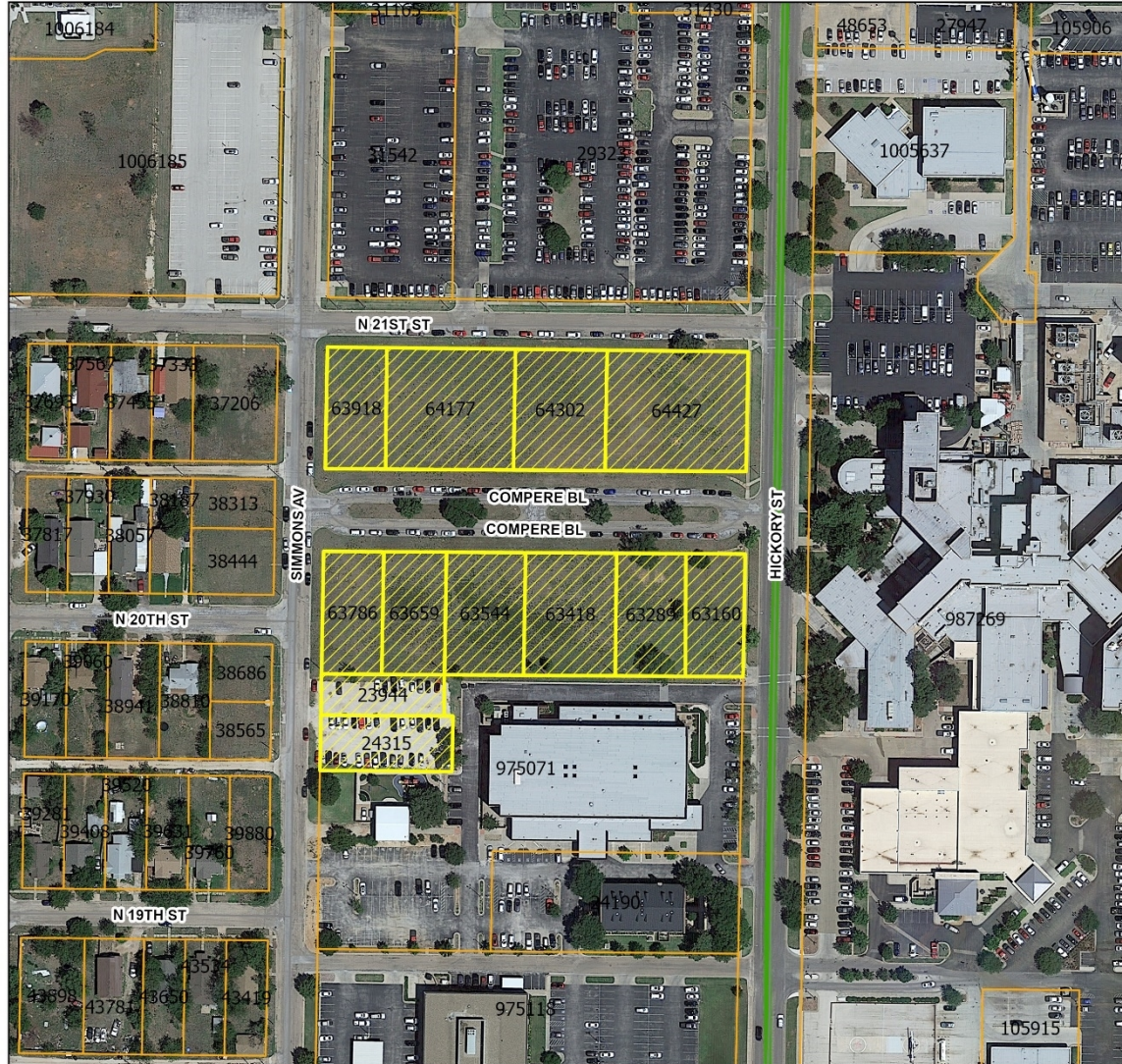
Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





AERIAL LOCATION MAP

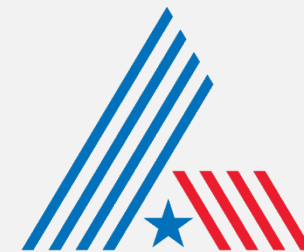


Legend

-  Z-2024-21
-  Courier Parcels
-  Collector

0.03

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2024-21
- Courier Parcels
- GC (General Commercial)
- MU (Medical Use)
- GR (General Retail)
- MD (Residential - Medium Density)
- Collector

0.03
Miles

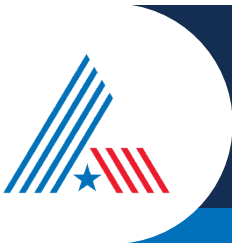


CITY OF
ABILENE
TEXAS



PROPERTY VIEWS





USES IN MEDIUM DENSITY 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





USES IN MEDICAL USE 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

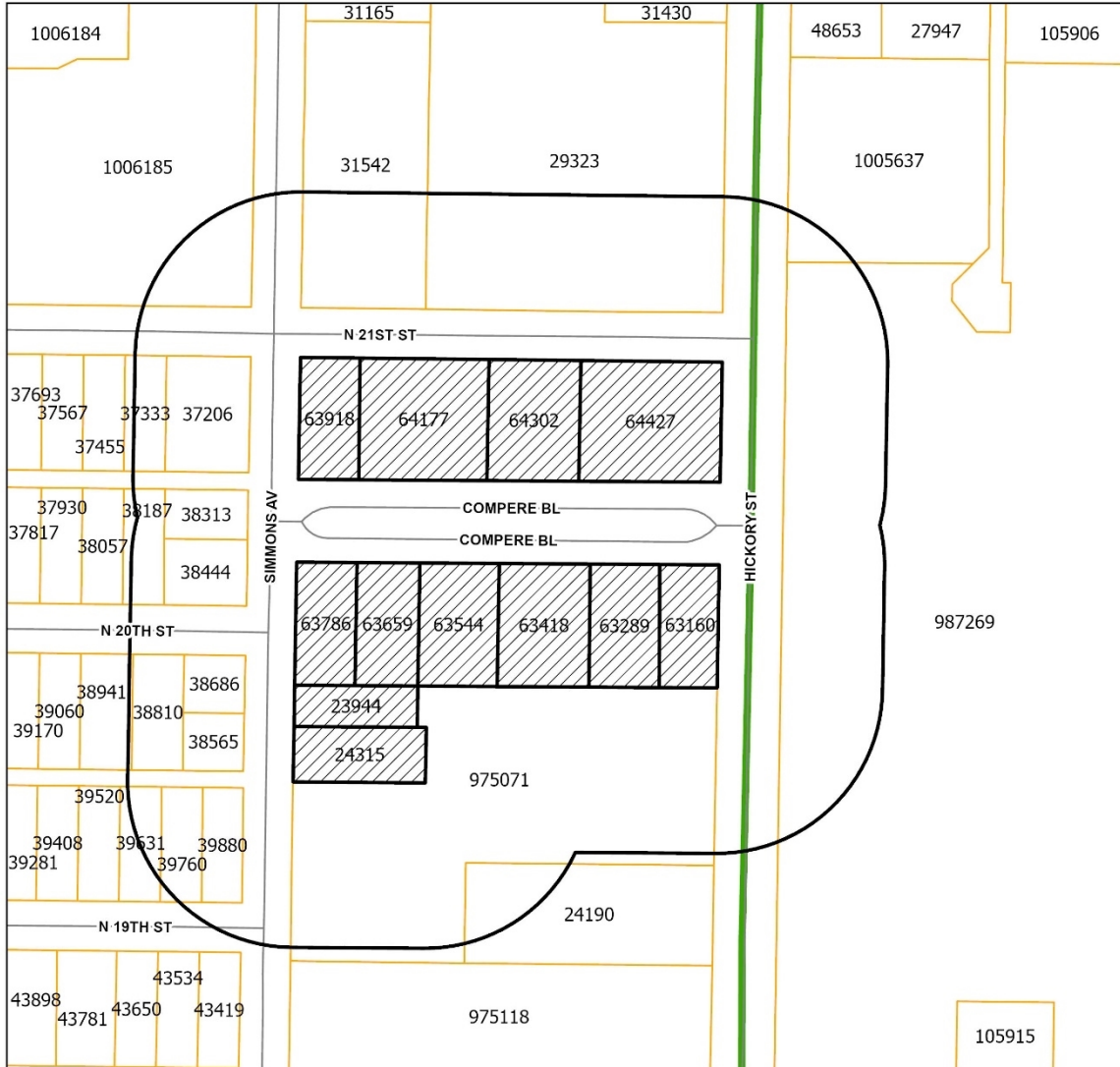
LEGEND

- 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



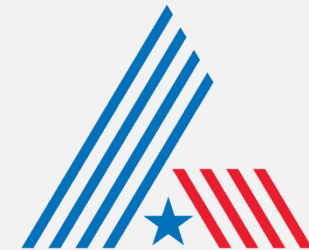
Legend

- Z-2024-21
- Notification Area
- Courier Parcels
- Collector

0 - in Favor -

0 - in Opposition -

% OPPOSITION



CITY OF
ABILENE
TEXAS

0.03

Miles



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: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (First Reading) Z-2024-22: 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 0.56 Acres from Residential Single-Family (RS-6) To General Retail (GR), Located At 1618, 1626, 1642 Ambler Ave. *(Tim Littlejohn)***

GENERAL INFORMATION

Owner of Wild Bill's Pawn Shop purchased the three adjacent lots between Wild Bill's Pawn Shop and property currently owned by Braum's. The owner proposes to change to zoning to allow an expansion of existing building and the parking areas.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Z-2024-22 Staff Report
3. Proposed Zoning Map
4. Existing Zoning Map
5. Application
6. 1700 Ambler Avenue
7. 1633 Sandefer Street
8. Z-2024-22 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 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 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 22nd 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.52 acres from residential Single-Family (RS-6) To General Retail (GR).

Location: 1618, 1626, 1642 Ambler Av.

Legal: Darby Addition, Block B, Lot 10-11-12 And the west 25' of Lot 13, Abilene, Taylor County, Texas.



ZONING CASE Z-2024-22

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Owner: PCKC LLC
Agent: Enprotec/Hibbs & Todd Inc.

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.52 acres from Single Family Residential (RS-6) to General Retail (GR).

Location

Legal description being Darby Addition, Block B, Lot 10-11-12 and the west 25' of Lot 13, Abilene, Taylor County, Texas. The site is located at 1618, 1626, 1642 Ambler Avenue.

Background

Owner of Wild Bill's Pawn Shop purchased the three adjacent lots between Wild Bill's Pawn Shop and property currently owned by Braum's. The owner proposes to change to zoning to allow an expansion of existing building and the parking areas.

Zoning, Existing and Proposed Land Use

Properties to the west and south are zoned General Retail/Corridor (GR/COR). The property to the west is zoned General Commercial/Corridor (GC/COR). The properties across the alley are zoned Residential Single Family (RS-6) and are generally owned by Hardin Simmons University. The subject property is located within the Ambler 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.**

Since most of the lots surrounding the subject site are used for retail and commercial purposes, the proposed zoning would be appropriate.

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

The subject property 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

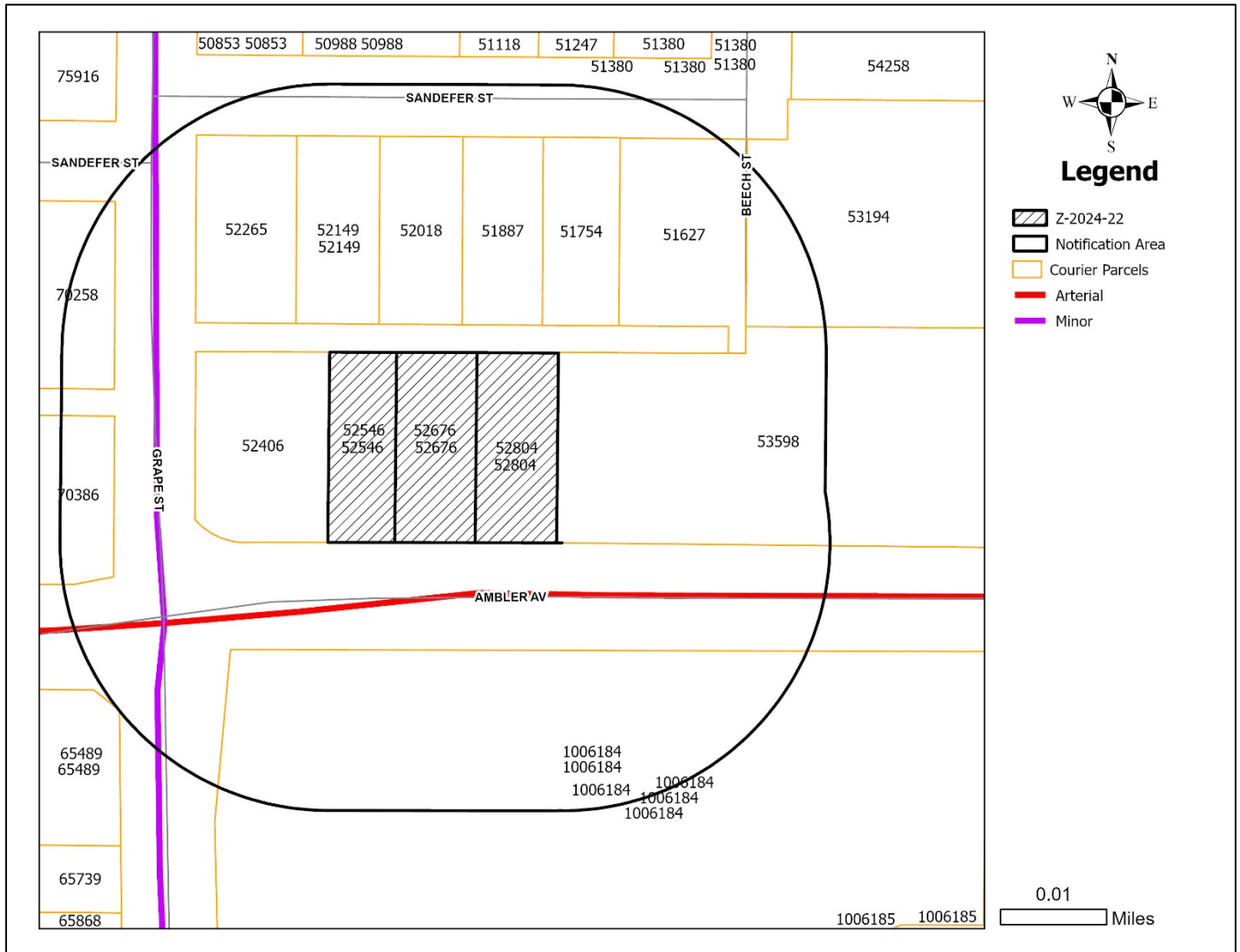
The Planning and Zoning Commission recommends **approval**.

NOTIFICATIONS

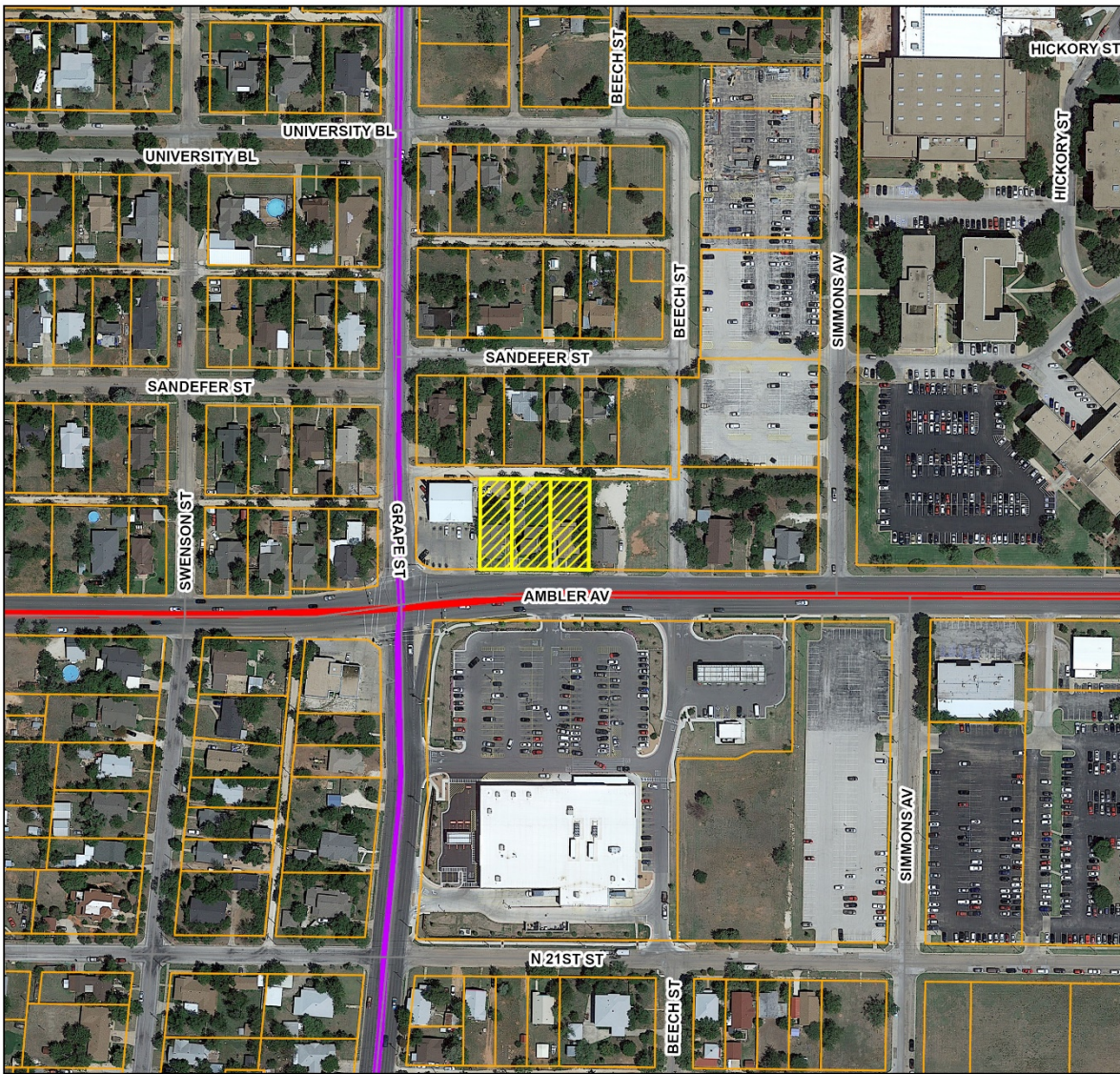
Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
HARDIN SIMMONS UNIVERSITY	51627	1601 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	51754	1609 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	51887	1617 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	52018	1625 SANDEFER ST	
PETTY MARY JO	52149	1633 SANDEFER ST	F
HARDIN SIMMONS UNIVERSITY	52265	1641 SANDEFER ST	
PCKC LLC	52406		
PCKC LLC	52546		
PCKC LLC	52676		
PCKC LLC	52804		
HARDIN SIMMONS UNIVERSITY	53194	2220 SIMMONS AV	
RETAIL BUILDINGS INC	53598	1600 AMBLER AV	
FLORES SERGIO	65489	1709 AMBLER AV	
FLORES SERGIO	65489	2166 GRAPE ST	
LARNED TIMOTHY B TRUSTEE	70258	1701 SANDEFER ST	
OUTLAW TERRY L & TAMMI L	70386	1700 AMBLER AV	F
WALMART REAL ESTATE	1006184	1535 AMBLER AV	
WALMART REAL ESTATE	1006184	1541 AMBLER AV	
WALMART REAL ESTATE	1006184	2141 GRAPE ST	
WALMART REAL ESTATE	1006184	1537 AMBLER AV	
WALMART REAL ESTATE	1006184	1619 AMBLER AV	
WALMART REAL ESTATE	1006184	1619 A AMBLER AV	

NOTIFICATION MAP



LOCATION MAP



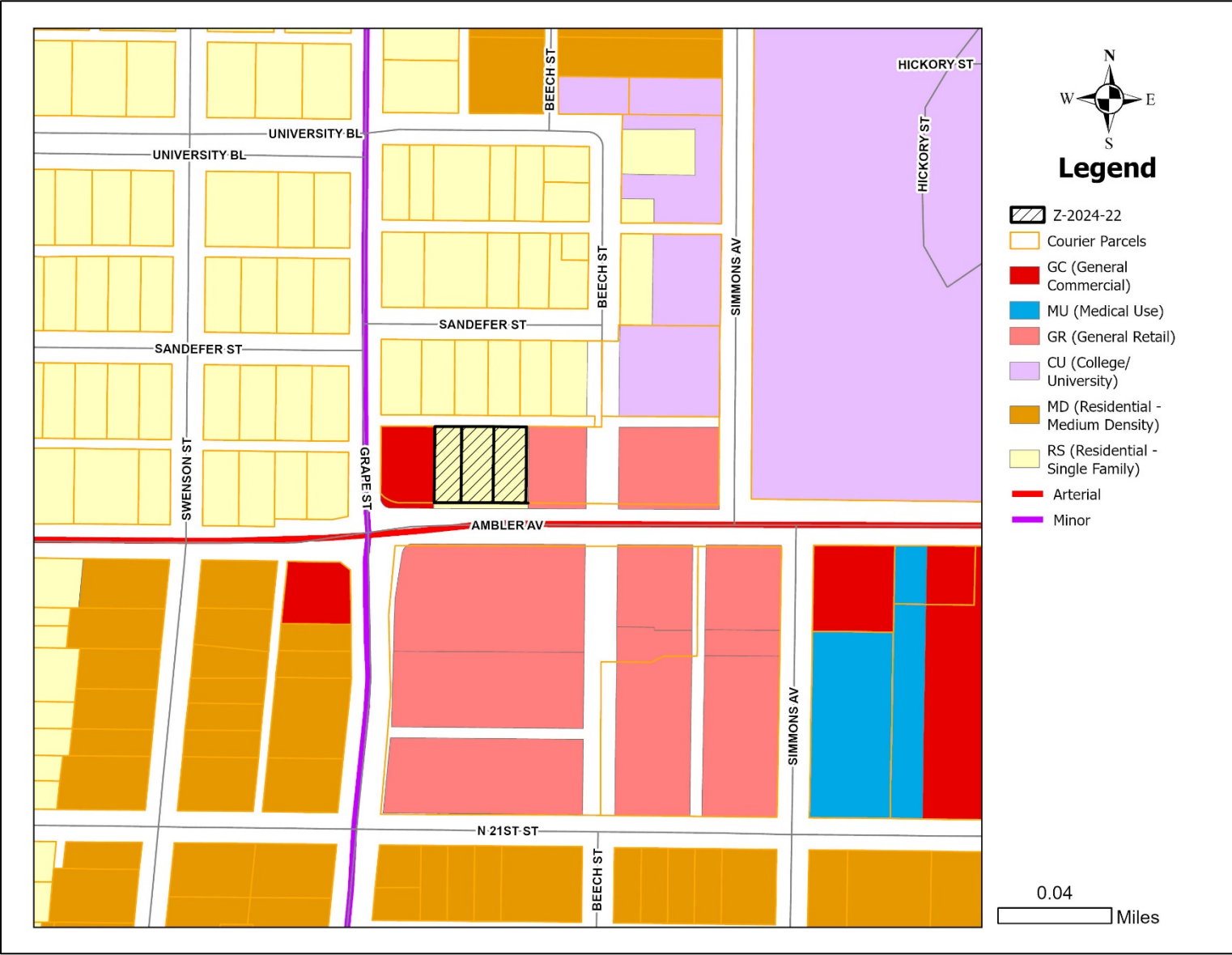
Legend

-  Z-2024-22
-  Courier Parcels
-  Arterial
-  Minor

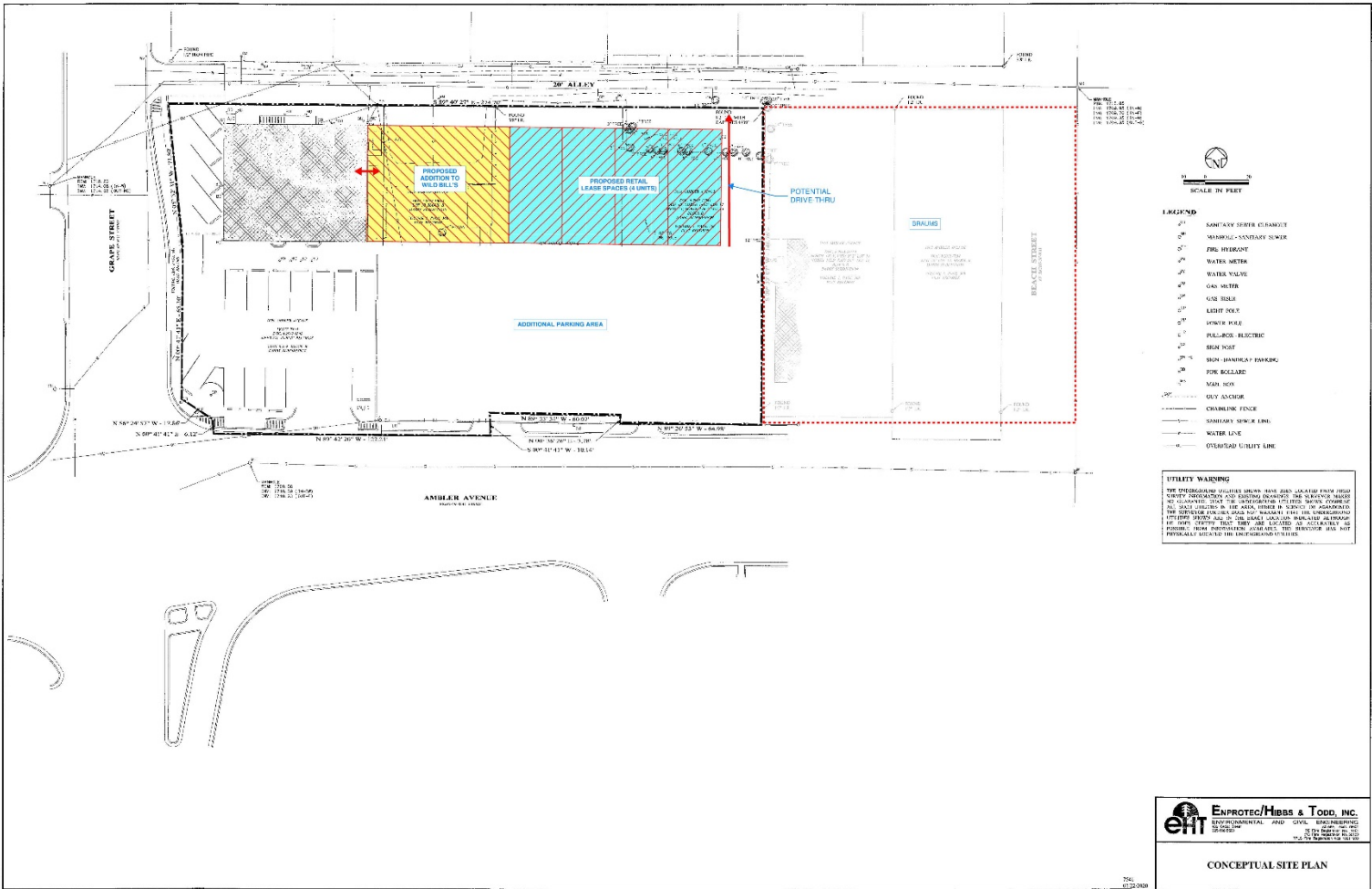
0.04

Miles

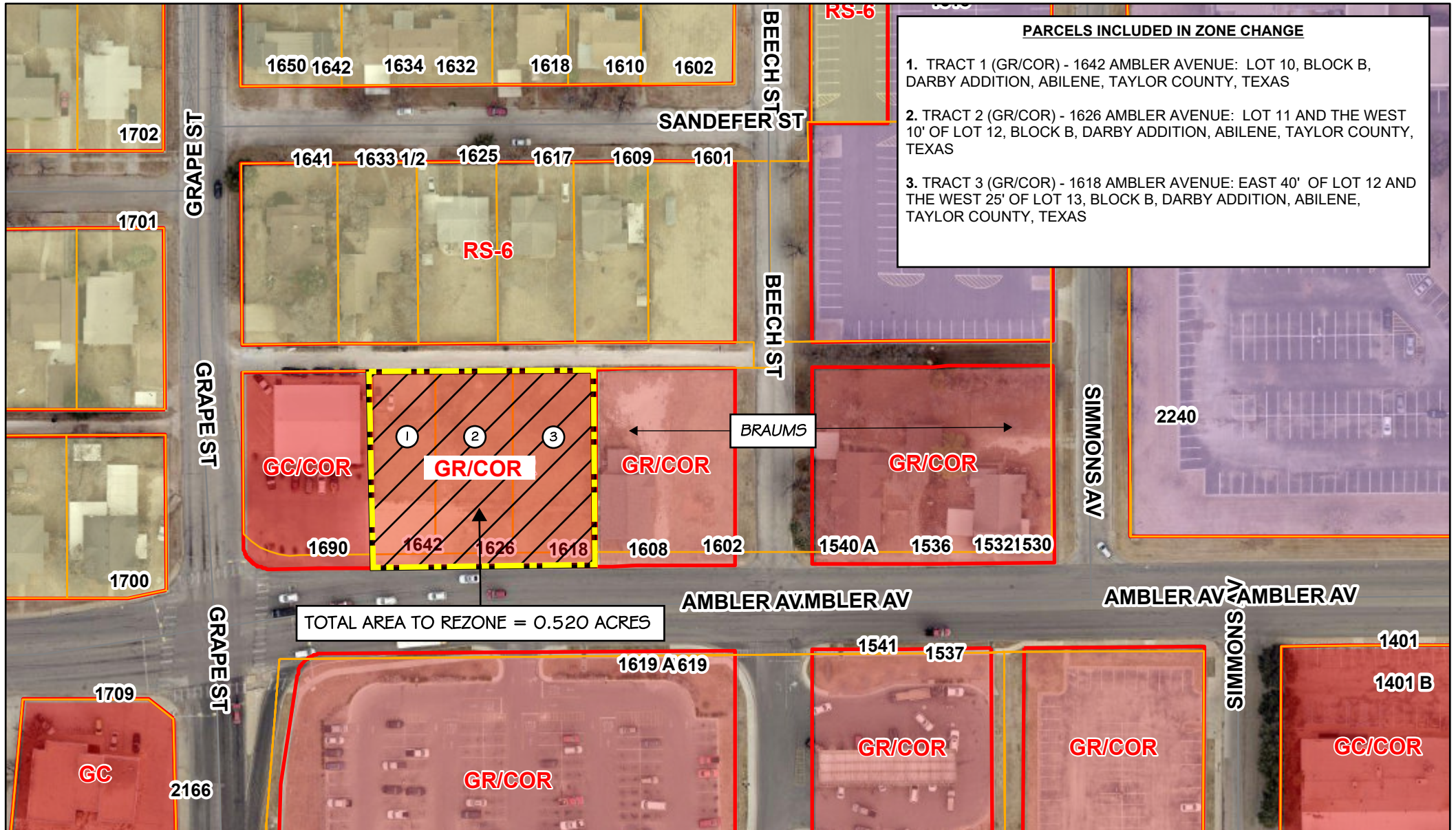
ZONING MAP



CONCEPTUAL SITE PLAN



PROPOSED ZONING MAP



7/1/2024, 10:01:07 PM

- Road Centerlines
- Courier Parcels
- Zoning Districts

ZoningSetbacks

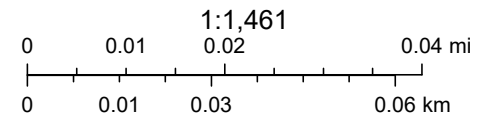
- RS (Residential - Single Family)
- CU (College/University)



GR (General Retail)

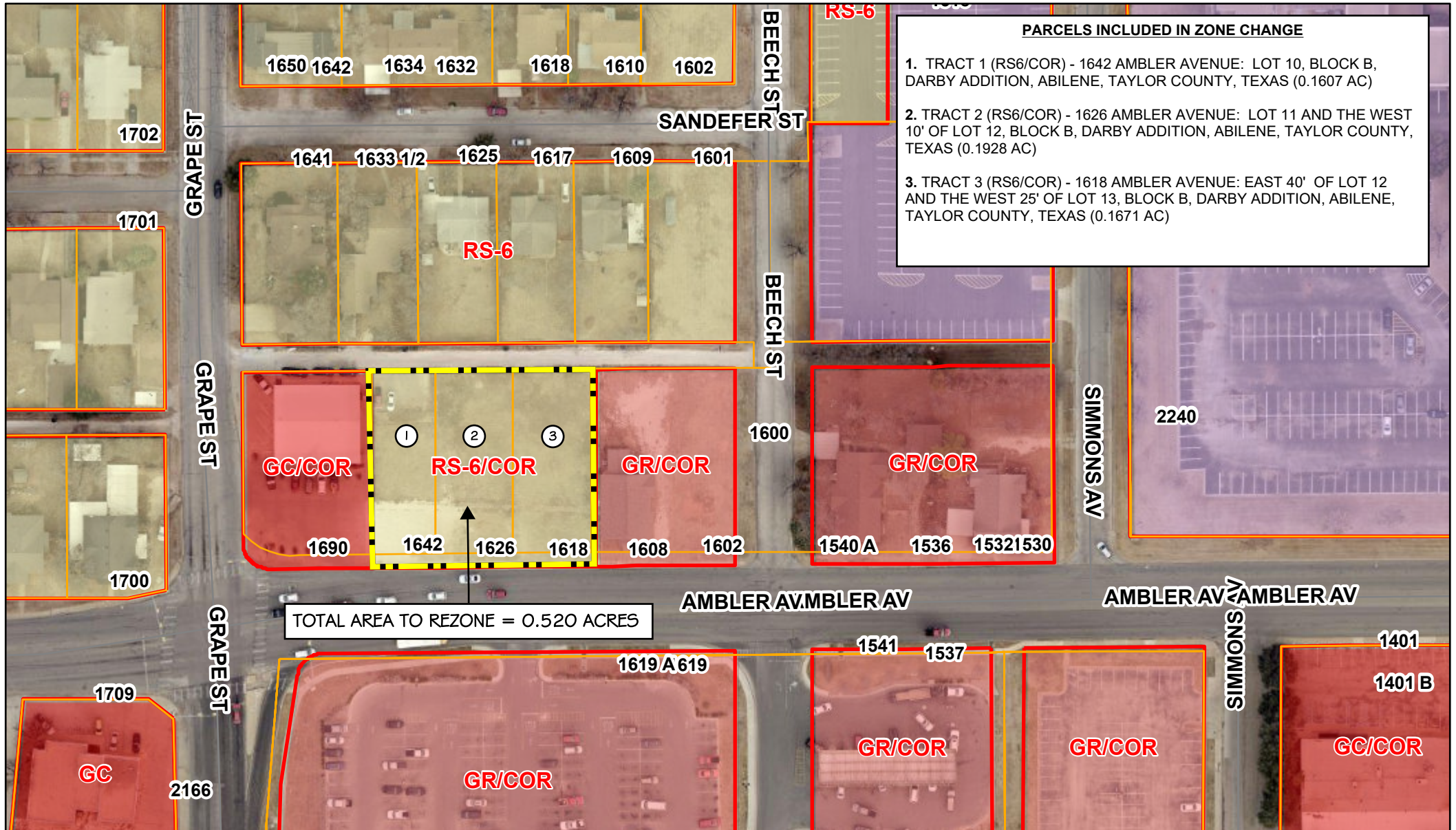


GC (General Commerical)



City of Abilene, Taylor County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

EXISTING ZONING MAP



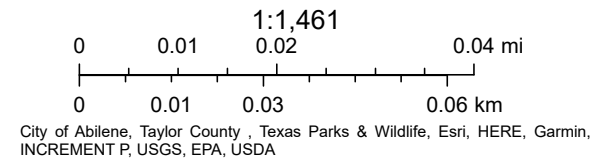
7/1/2024, 10:01:07 PM

- Road Centerlines
- Courier Parcels
- Zoning Districts

ZoningSetbacks

- RS (Residential - Single Family)
- CU (College/University)

- GR (General Retail)
- GC (General Commerical)



2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: PCKC LLC - Re-zoning Application

Address: 1642, 1626, AND 1618 Ambler Avenue Number of Lots: 3 Acreage: 0.560 Acres

Legal Description: Refer to Existing Zoning Map

Subdivision Name: Darby Addition Block: B Lot: Refer to Existing Zoning Map

Current Zoning: RS6/COR Proposed Zoning (if applicable): GR/COR

OWNER AND AUTHORIZATION

Owner Name: PCKC LLC

Address: 23839 Highway 279

City, State, Zip: Cross Plains, Texas 76443-3961

Fax: N/A

Phone: N/A

Email: N/A

Agent Name: eHT Engineering

Address: 402 Cedar Street

City, State, Zip: Abilene, Texas 79601

Fax: 325-690-3240

Phone: 325-698-5560

Email: bj.pnchard@e-ht.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: [Signature] Date: July 1, 2024

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--|--|-----------------------------|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☒ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

Owner of the Wild Bill's Pawn Shop has purchased the three adjacent lots between the existing Wild Bill's Pawn and property currently owned by Braum's. The Wild Bill's parcel is currently zone GC / COR. The three adjacent lots are currently zoned RS6/COR. Owner would like to change to the RS6 zoning to GR/COR to allow for an expansion and retail space and parking areas. Refer to attached early Concept Site Plan.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

2024 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

Yes, the proposed zoning is consistent with the future land use map.

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

Proposed classification is GR/COR which is consistent with all surrounding properties and neighboring property use. Proposed land use will be for additional retail sales space.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

Yes

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)



2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: Darby Addition Total Number of Acres: 0.560 Acres
Zoning Classification(s): Existing: RSG/COR / Proposed: GR/COR Total Number of Lots: 3
Location: Ambler Avenue (between Beach Street and Grape Street), Abilene, Texas

Property Owner Information & Authorization

Name/Company: PCKC LLC
Address: 23839 Highway 279
City: Cross Plains State: Texas Zip Code: 76443-3961
Phone: _____ Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Enprotec / Hibbs & Todd, Inc (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: _____ Architect _____ Date: 07.02.2024

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared _____
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

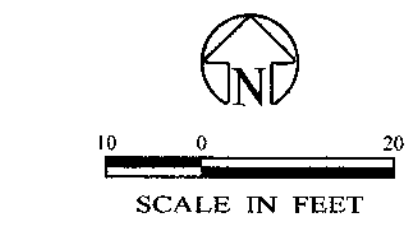
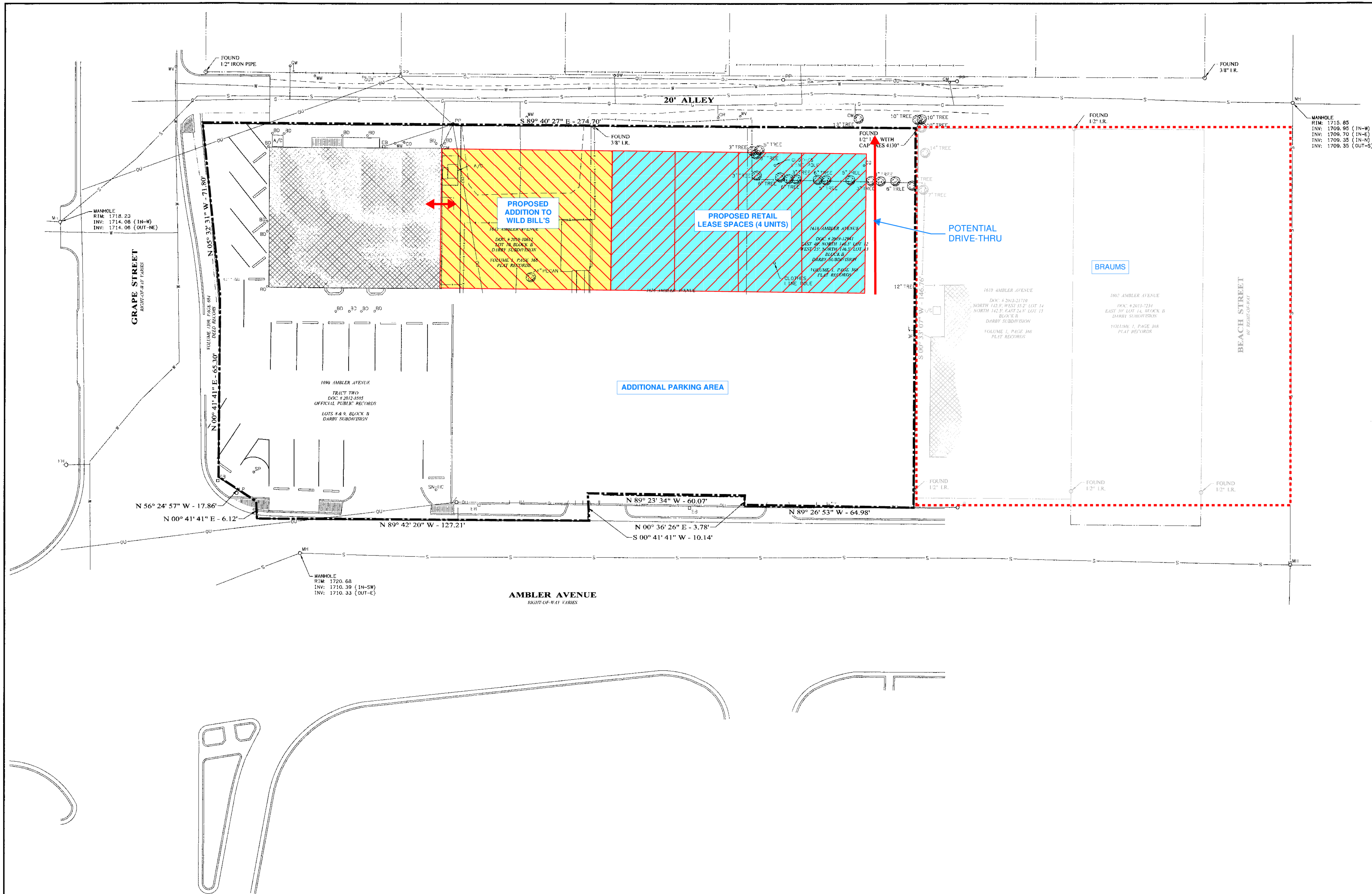
SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(specify): _____

Name: BJ Prichard Company: Enprotec / Hibbs & Todd, Inc (eHT)
Address: 402 Cedar Street City: Abilene State: Texas
Zip Code: 79601 Number: 325-725-1369 Email: bj.prichard@e-ht.com



- LEGEND**
- ^{SC} SANITARY SEWER CLEANOUT
 - ^{MH} MANHOLE - SANITARY SEWER
 - ^{FH} FIRE HYDRANT
 - ^{WM} WATER METER
 - ^{WV} WATER VALVE
 - ^{GM} GAS METER
 - ^{GR} GAS RISER
 - ^{LP} LIGHT POLE
 - ^{PP} POWER POLE
 - ^{PS} PULL-BOX - ELECTRIC
 - ^{SP} SIGN POST
 - ^{SHC} SIGN - HANDICAP PARKING
 - ^{BD} PIPE BOLLARD
 - ^{MB} MAIL BOX
 - ^{GA} GUY ANCHOR
 - CHAINLINK FENCE
 - SANITARY SEWER LINE
 - WATER LINE
 - OU OVERHEAD UTILITY LINE

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-698-5590
Abilene, Texas 79601
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

CONCEPTUAL SITE PLAN

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-22

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: 52546, 52676,
52804

Requestor's Property Zoning: RS-6/COR

Requestor's Proposed Zoning: GR/COR

Your Name: OUTLAW TERRY L & TAMMI L

Your Property Address: 1700 AMBLER AV

Your Parcel ID: 70386

Signature:

I am in favor of the request ☒

I am opposed to the request ☐

JUL 30 PM 2:02

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-22

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: 52546, 52676,
52804

Requestor's Property Zoning: RS-6/COR

Requestor's Proposed Zoning: GR/COR

Your Name: PETTY MARY JO

Your Property Address: 1633 SANDEFER ST

Your Parcel ID: 52149

I am in favor of the request ☒

I am opposed to the request ☐

Signature:



REZONE REQUEST

Case: Z-2024-22

Applicant: PCKC LLC

Agent: Enprotec/Hibbs & Todd Inc.

Request: Change the zoning of approximately 0.52 acres from Single Family Residential (RS-6) to General Retail (GR).

Location: 1618, 1626, 1642 Ambler Avenue

Notification: 2 in Favor, 0 Opposed

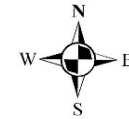
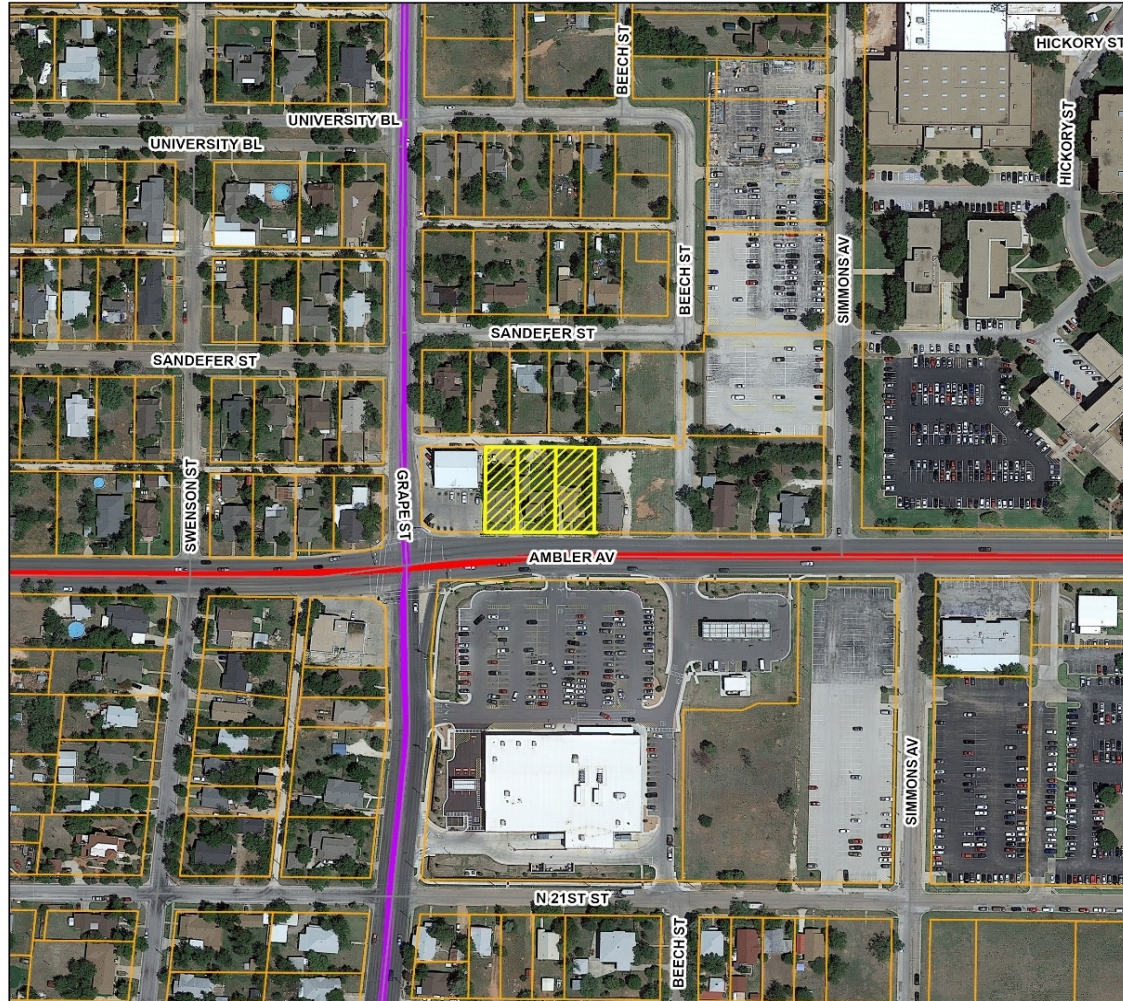
Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





AERIAL LOCATION MAP



Legend

- Z-2024-22
- Courier Parcels
- Arterial
- Minor

0.04

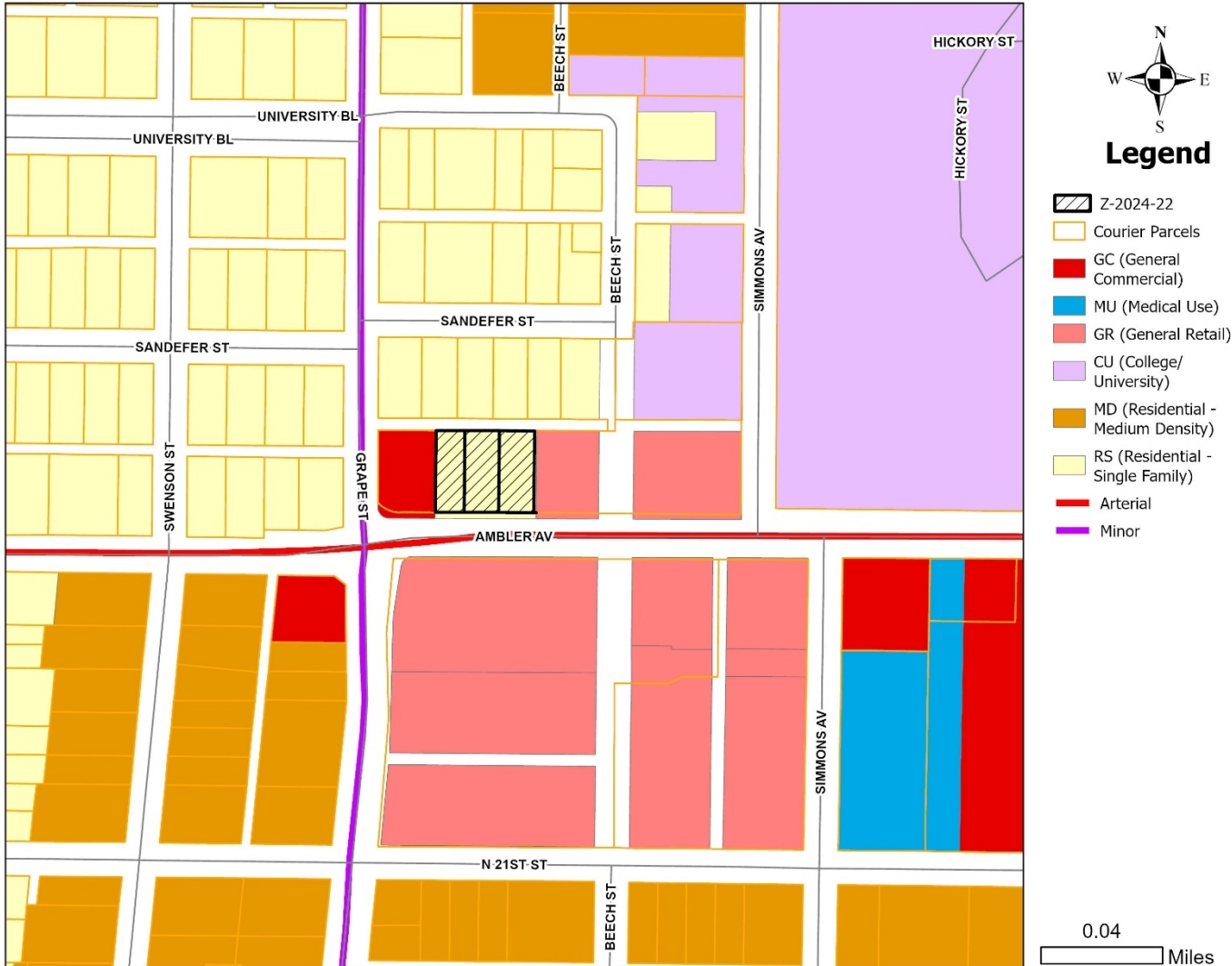
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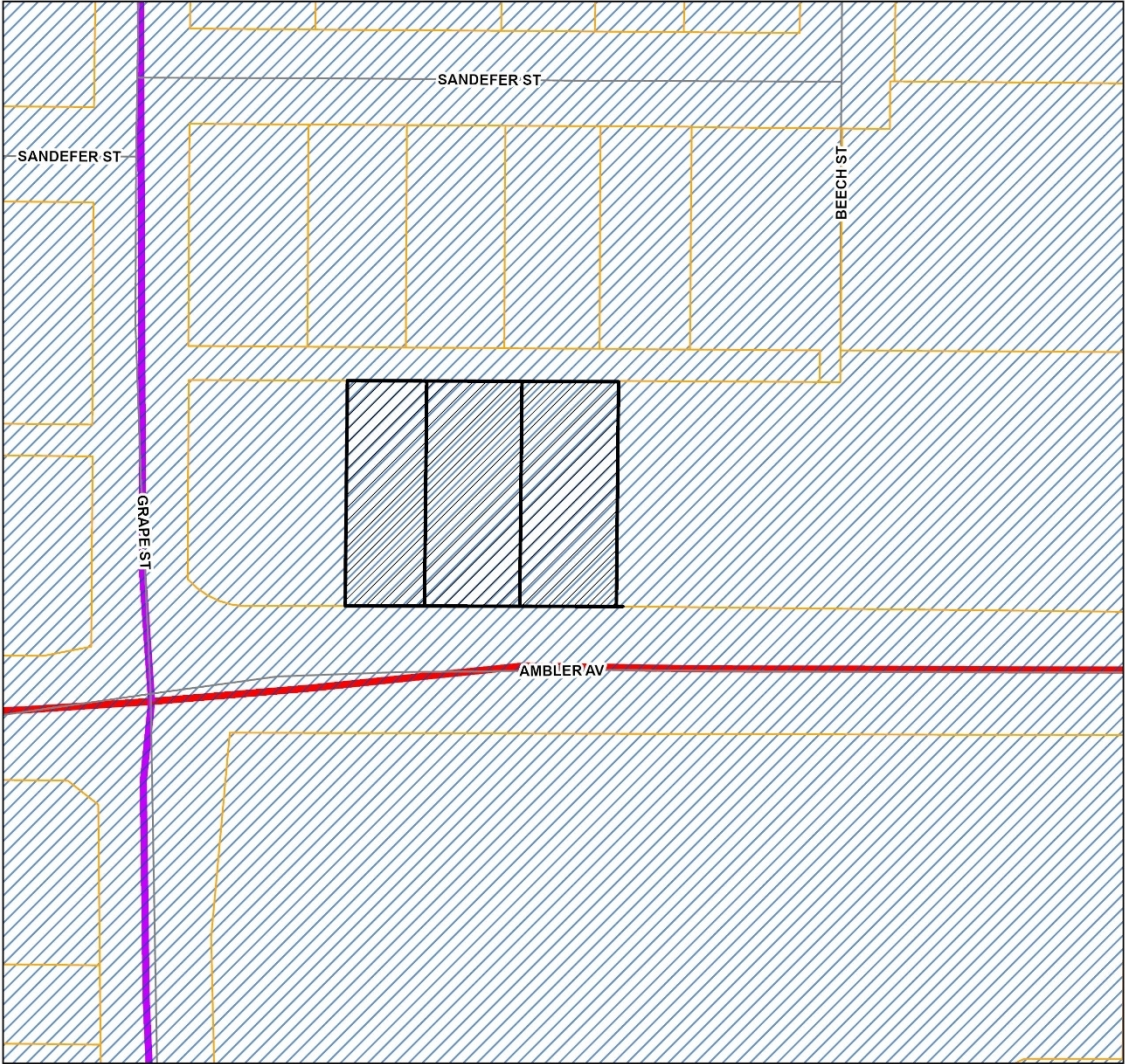


ZONING MAP





NEIGHBORHOOD EMPOWERMENT ZONING MAP



Legend

- Z-2024-22
- Courier Parcels
- NEZ 2022
- Arterial
- Minor

0.01
Miles



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TEXAS



VIEWS OF PROPERTIES



East Neighboring Property

Jul 26, 2024 4:41:15 PM
1642 Ambler Avenue
Abilene
Taylor County
Texas



South Neighboring Property

Jul 26, 2024 4:40:42 PM
1618 Ambler Avenue
Abilene
Taylor County
Texas



West Neighboring Property



Subject Property

Jul 26, 2024 4:39:54 PM
1626 Ambler Avenue
Abilene
Taylor County
Texas



Subject Property

Jul 26, 2024 4:39:41 PM
1626 Ambler Avenue
Abilene
Taylor County
Texas





Permitted Uses in RS Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P 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 GR Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- 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
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- C Trade/Business School
- P University/College

SERVICE:

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

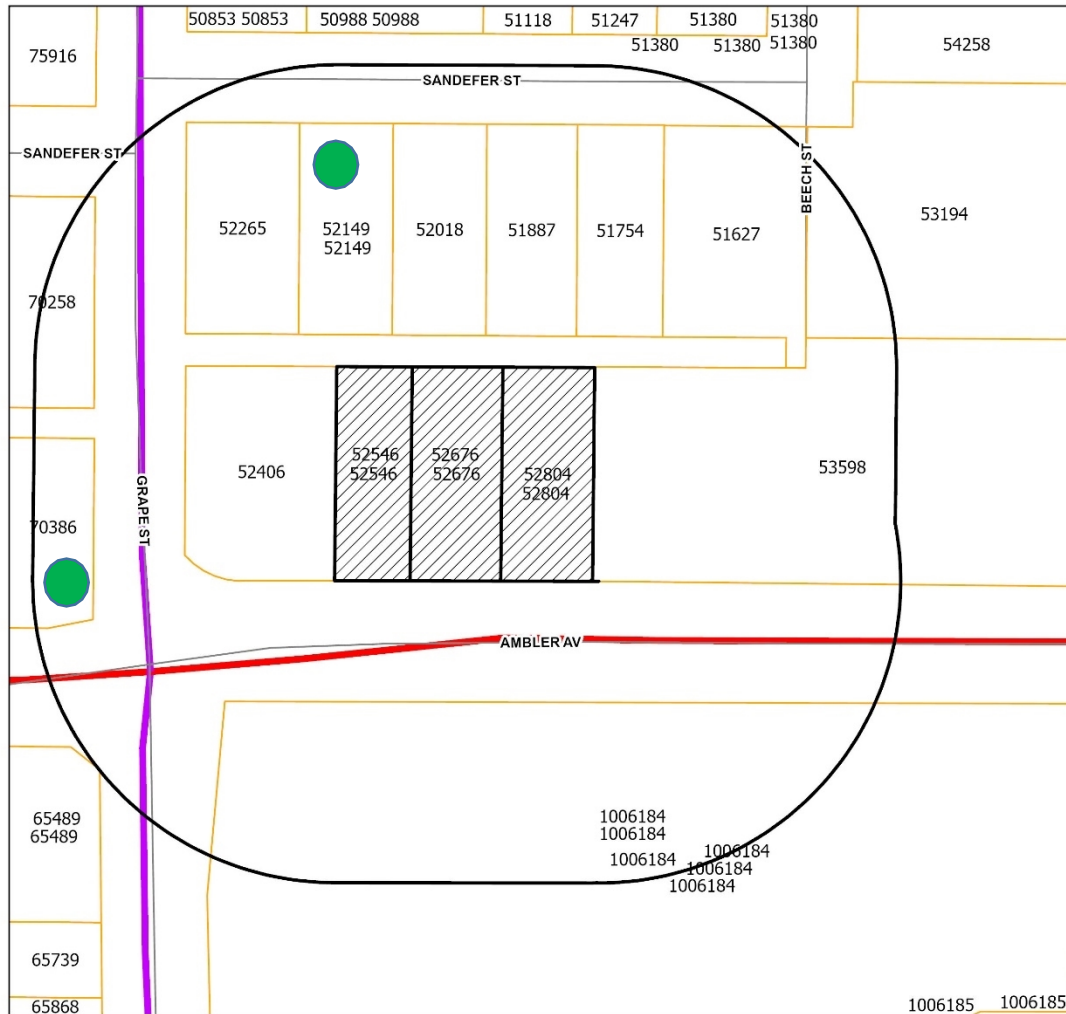
LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within 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-2024-22
- Notification Area
- Courier Parcels
- Arterial
- Minor

2 - In Favor- 
0 - Opposed- 



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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: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (First Reading) Z-2024-23: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Civetta Solutions, to Amend the Terms and Conditions of Planned Development District 76 (PDD-76), Specifically to Allow for Patio Home Uses and Medium Density Residential Uses, Located at Health Way Drive, the 5800 Block of Health Center Drive and the 2800 Block of Bishop Drive (*Tim Littlejohn*)**

GENERAL INFORMATION

The applicant proposes to amend the PD-76 to allow residential uses. Specifically, the applicant proposes to apply the MD district standards to that portion of the PD north of Health Way Drive and Patio Home (PH) district standards for remainder of the subject property. Additionally, the applicant proposes to add approximately 23.72 acres to the PD for PH development.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. ordinance
2. Staff Report
3. application
4. metes & bounds
5. project overview
6. PDD-76 (Formerly 48)
7. 5626 Southmoor Dr
8. 6001 Princess Lane
9. 2634 bishop
10. 5501 southmoor
11. 6001 Duchess Avenue
12. 2333 Bishop Rd
13. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-76, 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 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 20-2003, 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 22nd 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

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

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

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

PART 4: Legal Description.

The east 40 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East 2669.6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre . tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

The west 45.4 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East. 2669. 6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

Located at: 5426 Hwy 277 S

Being 23.617 acres out of the W. Bishop Survey No. 45, Abstract No. 18, Taylor County, Texas, said 23.617 acres being all of a 2.23 acre tract recorded as Tract 2 in Volume 1105, Page 763, Deed Records, Taylor County, Texas, all of an 1.16 acre tract recorded in Volume 1105, Page 756, Deed Records, Taylor County, Texas, part of an 11.16 acre tract recorded in Volume 1105, Page 751, Deed Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a ½' rebar found on the east side of Bishop Drive (right-of-way varies) on the NBL of said Survey No. 43 and the SBL of Lot 102 of a replat of Medical Plaza Subdivision, as shown by plat recorded in Cabinet 2, Slide 356-B, Plat Records, Taylor County, Texas at the northwest corner of said 2.23 acre tract for the northwest corner of this tract, whence the northwest corner of said Survey No. 43 is recorded to bear west 2273.3 feet;

Thence S89°05'22"E 1164.55 feet, along the NBL of said Survey No. 43, to a ½" rebar found at the northeast corner of said 11.16 acre tract (1105/756 D.R.) and the northwest corner of said 11.16 acre tract (1105/751 D.R.);

Thence S89°06'35"E 1067.84 feet. along the NBL of said Survey No. 43. to an aluminum monument found at the southeast corner of Lot 104 of said replat;

Thence S89°05'14"E 263.21 feet, along the NBL of said Survey No. 43, to a 3/8" rebar set on the WBL of U.S. Highway 277 (100 foot right-of-way) at the northeast corner of said 11.16 acre tract (1105/751 D.R.) for the northeast corner of this tract, whence an existing concrete highway monument bears N38°34'28"E 69.39 feet;

Thence S 38°34'28"W 199.17 feet along the WBL of U.S. Highway 277 to a ½" rebar found on the EBL of said 11.16 acre tract (1105/751 D.R.) at the northeast corner of a .214 acre tract recorded in Instrument No. 2021-4126, Official Public Records, Taylor County, Texas for the most easterly southeast corner of this tract;

Thence N89°05'11"W 322.93 feet to a 1/2" rebar found at the northwest corner of said 0.214 acre tract for an interior corner of this tract;

Thence S0°48'46"W 3005' feet to a 1/2" rebar found at the southwest corner of said 0.214 acre tract and the northeast corner of a 0.494 acre tract recorded in Instrument No. 2018-21097, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N89°03'41"W 175.13 feet to a 1/2" rebar found at the northwest corner of said 0.494 acre tract for an interior corner of this tract;

Thence S0°50'08"W 122.99 Feet to a 1/2" rebar found at the southwest corner of said 0.494 acre tract and the northeast corner of a 0.133 acre tract recorded in Instrument No. 2017-7627, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N88°53'17"W 30.03 feet to a 1/2" rebar found at the northwest corner of said 0.133 acre tract for an interior corner of this tract;

Thence S0°58'31"W 193.21 feet to a 3/8' rebar found on the SBL of said 11.16 acre tract (1105/751 D.R.) at the southwest corner of said 0.133 acre tract for the most southerly southeast corner of this tract;

Thence N88°47'36"W 684.58 feet to a 1/2" rebar found at the southeast corner of said 11.16 acre tract (1105/756 D.R.) and the southwest corner of said 11.16 acre tract (1105/751 D.R.);

Thence N89°05'22"W 1161.23 feet to a 3/8" rebar set on the east side of Bishop Drive at the southwest corner of said 2.23 acre tract for the southwest corner of this tract;

Thence N0°54'38"E 499.80' feet along the east side of Bishop Drive and the WBL of said 2.23 acre tract to the place of beginning and containing 23.617 acres of land

ORDINANCE NO. _____

PART 5: Purpose. The purpose of the Planned Development District-76 (PDD-76) is to allow for medical, commercial, single-family residential, and medium density residential development and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 6: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

TRACT 1: All areas in PDD-76 within 600 feet of US 277 excluding the south 153 feet as shown in “Exhibit B”

Permitted Uses:

Restaurant (Standard and Fast Food)
Dry Cleaning
Pharmacy
Offices (including medical)
Hotel/Motel
Convenience Store Video Rental
Heath/Physical Fitness Facility (including physical rehab facility)
Medical/Dental Office and Lab
Optical Shop
Surgical Center (outpatient only) Wellness Center
Bank/Credit Union
Beauty and Barber services
Veterinary Service (small animals only) Book Store
Clothing store Flower Shop Gift Shop
Liquor Store Off-premise Consumption (beer & wine only) Office Supply Store

Setback Requirements:

Along US 277: 40 feet
Along Other Streets: 30 feet
Adjacent to RS zoning: 40 feet
Interior Sides: 10 feet

Rear: 15 feet Maximum Height: 3 stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto US 277:
 - a. 100 feet from intersecting streets classified as collectors
 - b. 50 feet from other intersecting streets
 2. For driveways onto collector streets:
 - a. 100 feet from US 277
 - b. 50 feet from other intersecting streets
- A maximum of six driveways shall be allowed to access US 277.
- Driveways shall meet all other design standards of the City of Abilene and the Texas Department of Transportation

ORDINANCE NO. _____

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 30 feet
- Maximum area: 150 square feet, unless shared by more than one business, in which case the sign may be up to 300 square feet

Wall Signs:

- May not cover more than 20% of the wall on which the sign(s) are located

Prohibited Signs: Off-site Advertising and Portable Signs

Screening:

- Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement cannot be reached, the developer may apply for a formal PDD amendment.

TRACT 2: The remainder of PDD-76, excluding the south 500 feet, and lots 201, 202, and 203, Block C, Medical Plaza Subdivision, Lot 3 Block B, Medical Plaza Subdivision, and lot 102, Block A Medical Plaza Subdivision as shown in "Exhibit B".

Permitted Uses:

- Offices (including medical)
- Medical/Dental Office and Lab
- Optical Shop
- Surgical Center (outpatient only)
- Pharmacy
- Health/Physical Fitness Facility (including physical rehab facility)
- Wellness Center
- Nursing Home
- Assisted Living

Setback Requirements:

- | | |
|------------------------|---------|
| Along Streets: | 30 feet |
| Adjacent to RS zoning: | 30 feet |
| Interior sides: | 10 feet |
| Rear: | 15 feet |

Maximum Height: 2 stories

ORDINANCE NO. _____

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto collector streets:
 - a 100 feet from intersecting streets classified as collectors
 - b 50 feet from other intersecting streets
 2. For driveways onto other streets:
 - a 100 feet from collector streets
 - b 50 feet from other intersecting streets
- Driveways shall meet all other design standards of the City of Abilene
- The alley along the north boundary shall not be used for access.

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Must be a monument-type sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 10 feet
- Maximum area: 80 square feet, unless shared by more than one business, in which case the sign may be up to 175 square feet

Wall Signs:

May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs: Pole signs, Off-site Advertising and Portable Signs

Screening:

Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement can not be reached, the developer may apply for a formal PDD amendment.

In Tracts 1 and 2 internal streets shall be provided in compliance with the City of Abilene Thoroughfare Plan.

TRACT 3: The south 500 feet, and lots 201, 202, and 203, Block C, Medical Plaza Subdivision, Lot 3 Block B, Medical Plaza Subdivision, and lot 102, Block A Medical Plaza Subdivision as shown in "Exhibit B"

Lots 201, 202, and 203 shall be developed to the standards set in the Residential Medium Density (MD) zoning district as shown in the attached concept plan

The remainder of tract 3 shall develop in accordance with the residential Patio Home (PH) zoning district as shown in the attached concept plan.

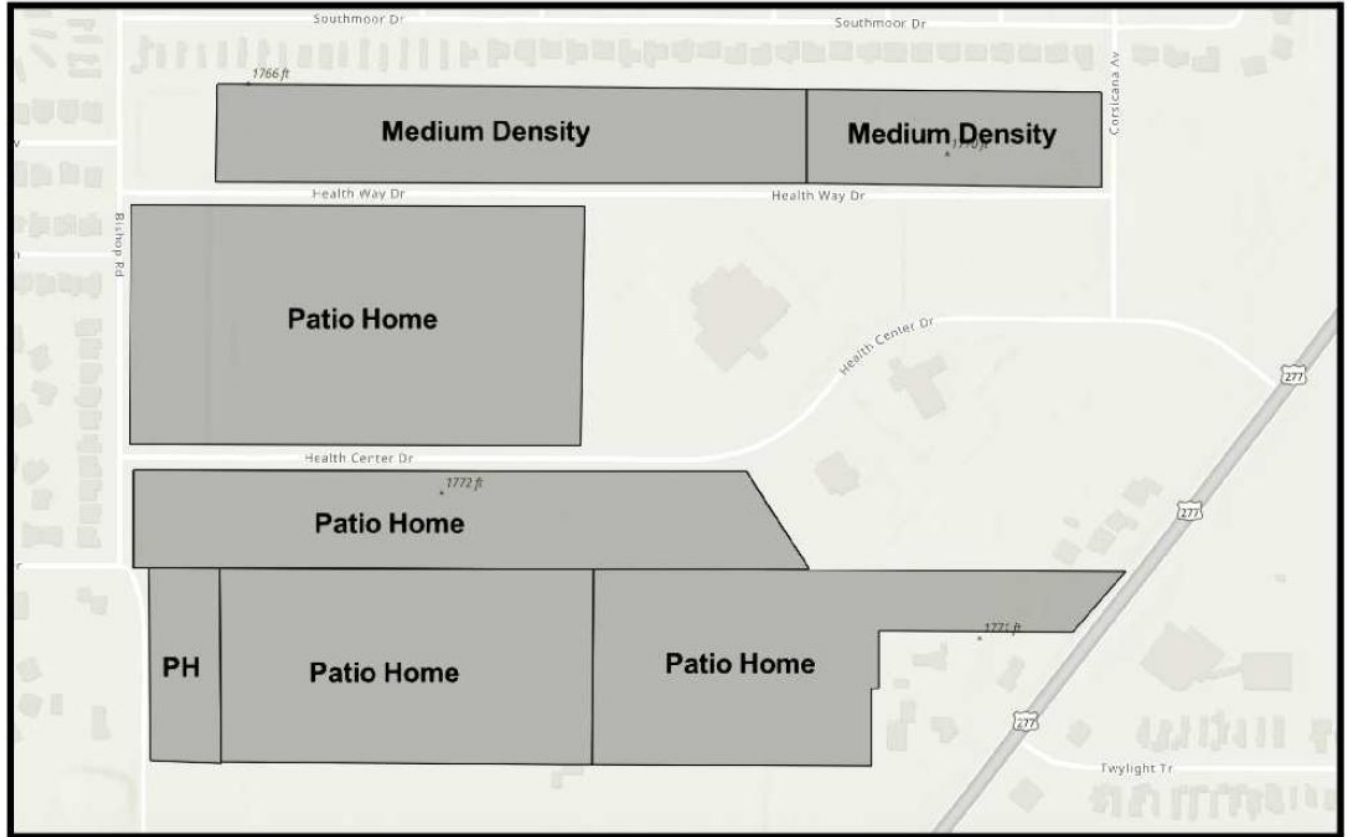
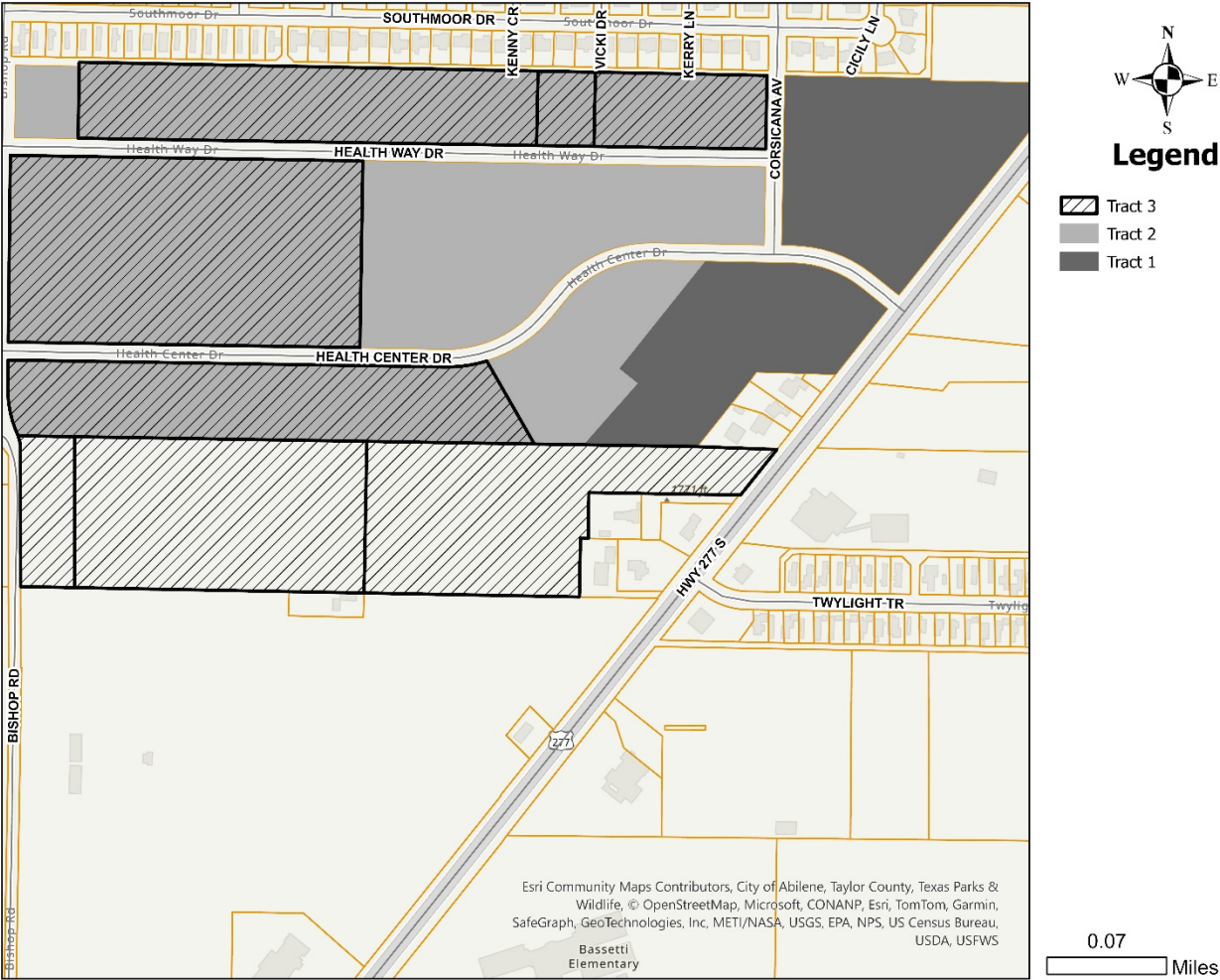


EXHIBIT B



END

ZONING CASE Z-2024-23

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Agent: Civetta Solutions

Case Manager

Adam Holland – Planner

Request

Add 23.72 acres to PD-76 and amend the terms of PD-76 to allow the uses permitted in the Patio Home (PH) and Medium Density Residential (MD) districts to designated areas within PD-61.

Location

Located at Health Way Drive and Health Center Drive east of Bishop Road and west of Highway 277 South.

Background

The applicant proposes to amend the PD-76 to allow residential uses. Specifically, the applicant proposes to apply the MD district standards to that portion of the PD north of Health Way Drive and Patio Home (PH) district standards for remainder of the subject property. Additionally, the applicant proposes to add approximately 23.72 acres to the PD for PH development.

PD-76 was set out to be a medical center when it was created. Subsequently, some medical uses did locate to the PD, but the majority of the PD never developed. The applicant proposes to modify PD-76 to allow residential uses in the areas designated in an amended concept plan.

Zoning, Existing and Proposed Land Use

Properties north of the subject site are zoned Mobile/Manufactured Home and RS-6. The proposed MD uses of PD-76 would adjoin the lots to the north. Properties west of the subject property and across Bishop Road are zoned MD and are used as single-family residences. Patio Home single-family residential development would adjoin these existing residences.

Property south of the acreage proposed to be added to PD-76 is zoned AO and is currently used as a cemetery. Properties east of the subject property along Highway 277 South are used as single-family residential and as automotive engine modification and repair.

Within the PD-76, some development has occurred in the form of several medical uses. The majority of PD-76 is undeveloped, as is the acreage proposed to be added to PD-76.

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. Property to the north is zoned RS-6 and MH. MD uses would act as a good transition between these districts and the existing medical uses in PD-76. The proposed PH base zoning would provide a use transition between the existing medical uses and the single-family residences to the west.

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

The subject property has access to water. Sewer service will require an extension at the cost of the developer.

- (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

Owner

OWNER	SITUS	PROP_ID	RESPONSE
ABILENE HOSANNA KOREAN CHURCH	6002 DUCHESS AV	60706	
ANDERSON TRENT	5409 SOUTHMOOR DR	68790	
BOUTWELL MICHAEL LYNN &	5542 HWY 277 S	41367	
BOYD MARTIN W & CYNTHIA	5417 SOUTHMOOR DR	68897	
BRANDT WAYNE E	5442 HWY 277 S	59189	
BROOKS MINA JANET	5458 HWY 277 S	58593	
BROWDER EDDIE		1011091	
BRUNO EDWIN J	6017 PRINCESS LN	65594	
BUSH KENNETH F	5702 SOUTHMOOR DR	56233	
C & W LAND LLC	5865 SOUTHMOOR DR	75502	
CALDWELL WILLIAM E &	6001 PRINCESS LN	65342	F
CAMACHO SAMMY & ELISA	5525 SOUTHMOOR DR	69661	
CARRANZA ANDRES	6009 PRINCESS LN	65471	
CARTER ERIKA	5717 SOUTHMOOR DR	63061	

CHIAM HONG N & HUNG D TRAN	2702 BISHOP RD	64589	
COOK CECILIA M	6001 DUCHESS AV	61882	O
COOKSEY VANCE	5609 SOUTHMOOR DR	62261	
CREIGHTON DAVID W	5517 SOUTHMOOR DR	69515	
CRUDDAS WESLEY & BRIELLE	6009 DUCHESS AV	62009	
CULPEPPER CATRIONA M	6010 JENNINGS DR	69789	
DADDYMAC & CICI PROPERTY LLC	5533 HWY 277 S	18630	
DEAL RICHARD D	5618 SOUTHMOOR DR	55839	
DESIDERIO JUSTIN T	5549 SOUTHMOOR DR	70038	
DONALD ROBERT B	5433 SOUTHMOOR DR	69126	
FAITH DELIVERANCE COMMUNITY		59871	
FERNANDEZ DUANE R	2634 BISHOP RD	64845	F
FINCH DIANE R	5625 SOUTHMOOR DR	62524	
FREED BRANDON ALAN	5617 SOUTHMOOR DR	62387	
GARCIA BREANNA	5701 SOUTHMOOR DR	62789	
GIEHL DENNIS S & SANDRA I	6017 DUCHESS AV	62134	
GJERSTAD MATTHEW VERNON JR	5526 HWY 277 S	41746	
HAWKINS ROBERT R III	5501 SOUTHMOOR DR	69254	O
HEADSTREAM DEBORAH SHAFER	2381 CROWN PL	77244	
INTERRA SKY WEST TEXAS HOSP LLC	5602 HEALTH CENTER DR	970050	
JONG TERENCE T	2618 BISHOP RD	65095	
KEATING BLAKE E & STEPHANIE L	2610 BISHOP RD	65219	
KILTON JAMES R & NO H	2350 KERRY LN	72048	
KIMSEY WILLIAM R	5741 SOUTHMOOR DR	63440	
KING ROBERT DANIEL JR	5533 SOUTHMOOR DR	69785	
KOTAL JOSEPH ALBERT III	5509 SOUTHMOOR DR	69396	
KUTH SAMUEL	2710 BISHOP RD	64457	
LADNER BELINDA E	2350 VICKI DR	66922	
LAND BRUCE G	5626 SOUTHMOOR DR	55969	O
LEGACY FUNERAL HOLDINGS LLC	5726 HWY 277 S	41622	
MARSHALL KYONG JOHNSON	6010 PRINCESS LN	63820	
MARTINEZ JUAN L	2626 BISHOP RD	64971	
MC GILL CHARLES	2718 BISHOP RD	64337	
MCRAE BLAINE C & AMANDA	5709 SOUTHMOOR DR	62923	
MLADAN TONI LEANN	2726 BISHOP RD	64210	
MOORE TONY DELANO	6009 MICHAEL CT	66926	
MOUDJIGA OLIVIER	2350 CORSICANA AV	74154	
NANEZ RAFAE JR & CONSEULO	5632 SOUTHMOOR DR	56102	
NAVARRO TIMOTHY	2366 SHERE LYNNE DR	51045	
NEWEBERRY AUSTIN M & KYLEE	2734 BISHOP RD	64084	
NORTON ROSS WAYNE &	5401 SOUTHMOOR DR	68667	
NTIHEBUZA GILBERT &	5541 SOUTHMOOR DR	69916	
PARRISH MARK & NELLIE	2349 KERRY LN	72416	
PEREZ BENITO ESCOBEDO	5725 SOUTHMOOR DR	63185	

PLP MEDICAL REALTY PARTNERS LLC	5601 HEALTH CENTER DR	113744	
PRACHYL ALLEN & MARCELLA	2642 BISHOP RD	64711	
QUINONEZ ROBERT ELENO &	5601 SOUTHMOOR DR	62130	
RAINWATER HOUSING LLC	5317 SOUTHMOOR DR	12474	
REVOIR THOMAS LELAND ETUX & EDITH LYNN	6002 MICHAEL CT	66689	
ROBERTSON MICHAEL B & TIFFANY D	5718 SOUTHMOOR DR	56494	
ROCHA ROBERT G	2850 BISHOP RD	108485	
RUSH EDWIN L & ELIZABETH A	2802 BISHOP RD	40601	
SHEPHERD ASSET MANAGEMENT LLC	6002 AMY CR	69519	
SIMMONS VIVIAN MICHELE	6002 PRINCESS LN	63951	
STARK JAMES K & BRENDA G	5631 SOUTHMOOR DR	62657	
STEPHENS EDDIE J & SUSAN	2349 VICKI DR	70399	
THOMAS JESSE & CHIEKO	2365 KENNY CR	60262	
THOMPSON LAWRENCE S & DANIELA	6010 AMY CR	69398	
VILLARREAL JAIME	5897 SOUTHMOOR DR	75029	
WADDINGTON RUSSELL I & TERESA E	6001 MICHAEL CT	66805	
WASHINGTON TRACY LEONARD JR	5425 SOUTHMOOR DR	69014	
WEST JARROD	5550 HWY 277 S	41498	
WHITNEY ENTERPRISE LLC	5534 HEALTH WAY DR	108862	
WILLIAMS NIESHA L	5710 SOUTHMOOR DR	56371	
WINZERLING ALAN W &	5733 SOUTHMOOR DR	63312	
HOLLINGSWORTH PATTIE	5534 HWY 277 S	40978	

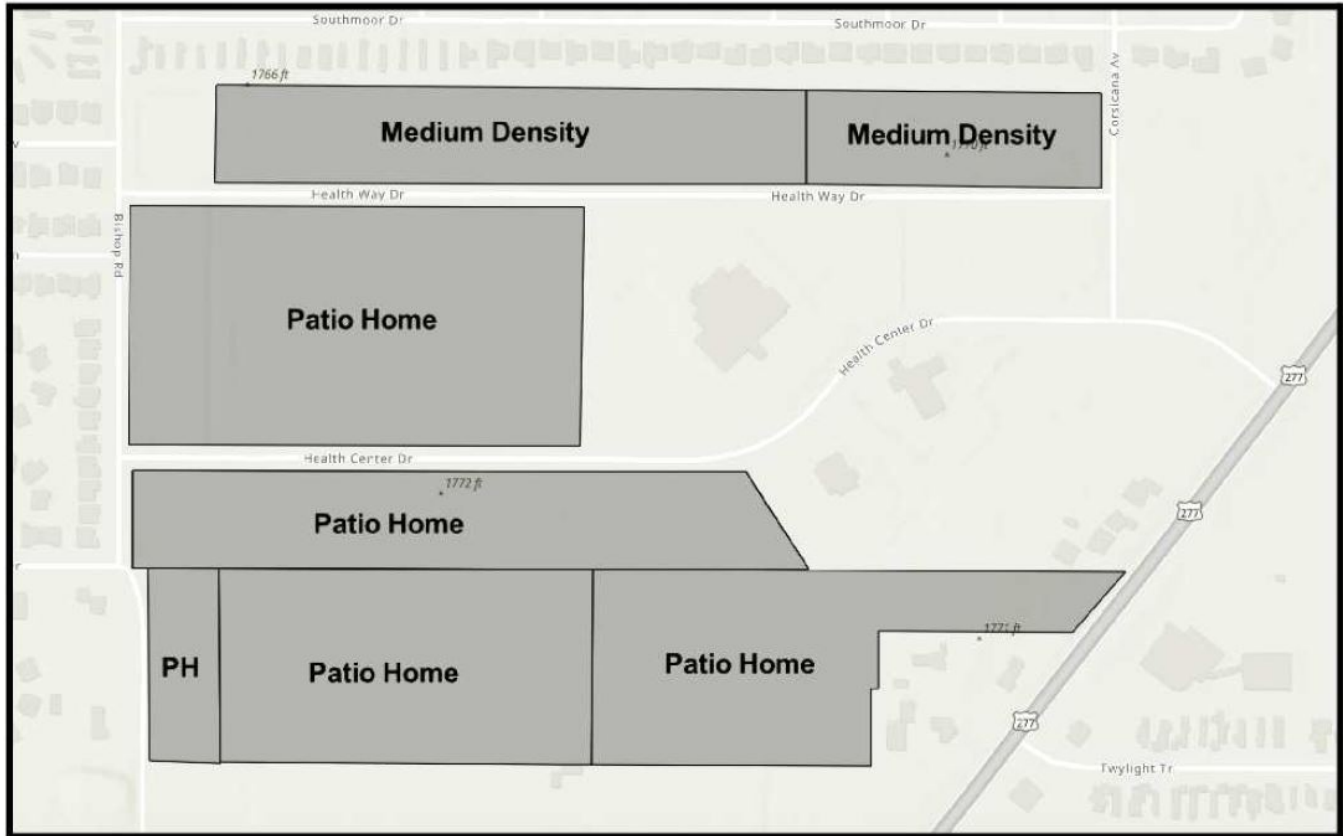
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FAITH DELIVERANCE COMMUNITY		59871	

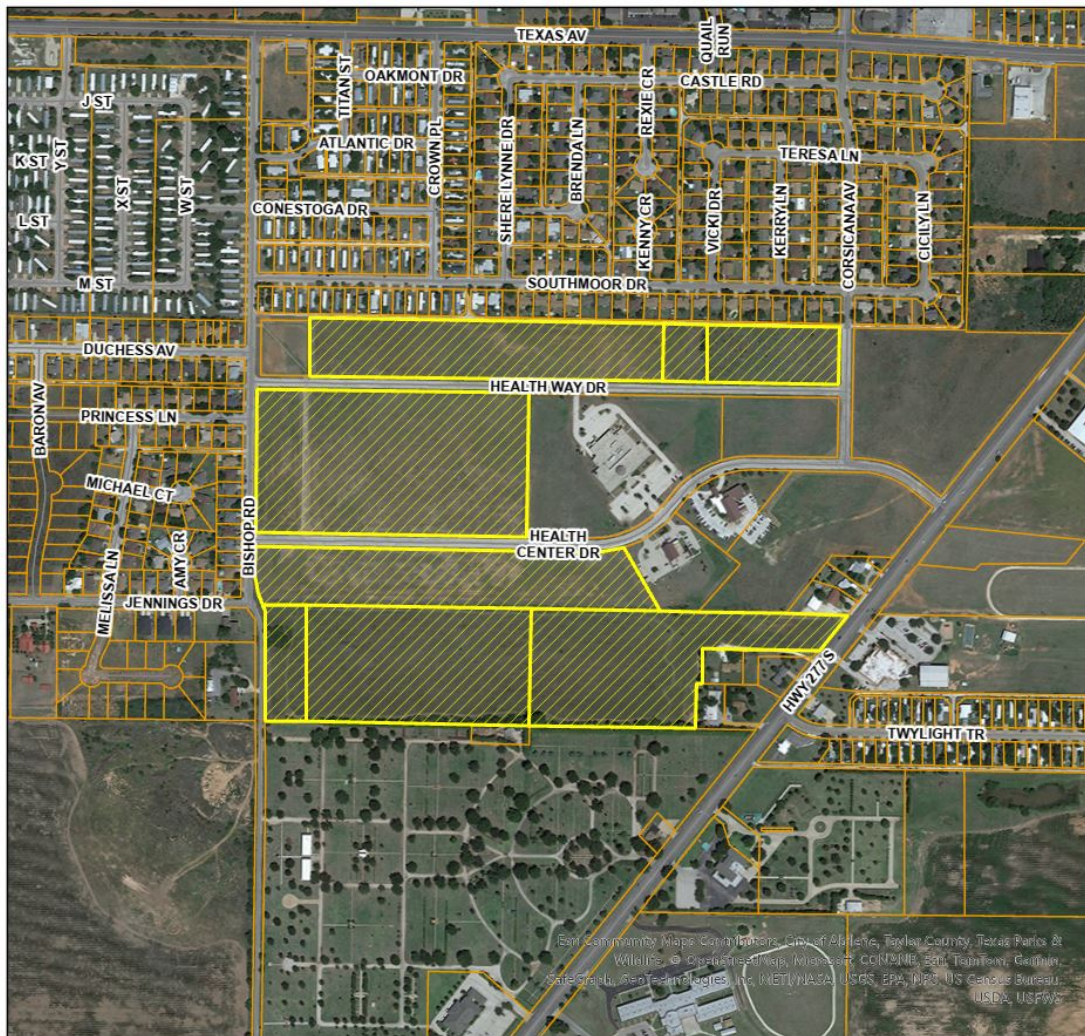
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PLP MEDICAL REALTY PARTNERS LLC	5601 HEALTH CENTER DR	113744	
INTERRA SKY WEST TEXAS HOSP LLC	5602 HEALTH CENTER DR	970050	
BROWDER EDDIE		1011091	

Proposed Concept Plan



LOCATION MAP



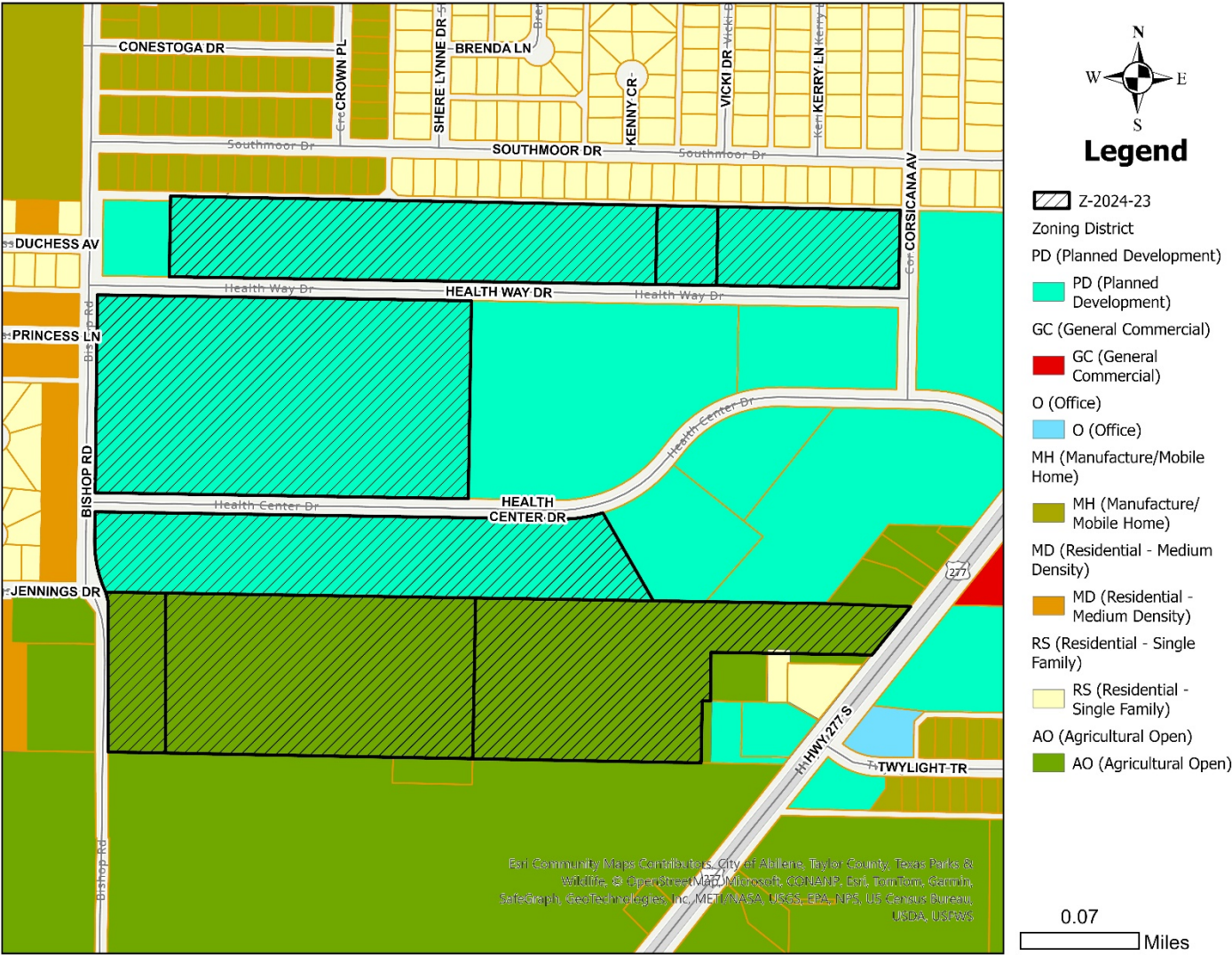
Legend

Z-2024-23

0.1

Miles

ZONING MAP





Application for Rezoning and Zoning Map Amendment

Location(s):

5301 Health Center Drive, Medical Plaza Subdivision, Block A, Lot 102, Acres 9.586,
Property ID 970048

2802 Health Center Drive, Medical Plaza Subdivision, Block B, Lot 1, Acres 16.531,
Property ID 970051

5602 Health Way Drive, Medical Plaza Subdivision, Block C, Lots 201-203, Acres 12.967,
Property IDs 970052, 108862, 108863

2849 Bishop Road, Survey 43 William Bishop, Acres 2.36, Property ID 41994

2801 Bishop Road, Survey 43 William Bishop, Acres 11.16, Property ID 41869

Hwy 277, Survey 43 William Bishop, Acres 10.199, Property ID 41856

Application Summary

This is a request to rezone the above named properties and amend the Zoning Map of +/- 30.08 acres of Planned Development District 76 and +/- 23.72 of Survey 43 William Bishop. The properties are bounded by Bishop Road to the west and HWY 277 to the east, the Crown Place Addition, to the north, and +/- 46.95 acres of Agricultural Open Space (AO) to the south (Exhibit 1).

The current zoning map designations for the request are Medium Density (MD) and Agricultural Open Space (AO) to the west, Mobile Home (MH) to the north, PDD 76 Medical Uses (MU) to the east and Agricultural Open Space (AO) to the south (Exhibit 2). The proposed Planned Development (PDD) amendment aims to convert the proposed medical uses to a mixture of different housing types. The current Future Land Use Map designates this area as low-density residential; however, the mixed uses, such as duplexes, patio homes and townhomes, can increase housing supply, use land efficiently, reduce urban sprawl, enhance economic development, improve access to amenities and services, and provide modern and adaptable living spaces.

The subject parcels are currently vacant. They were rezoned to the current planned development in 2002 and have not been developed further than the addition of the medical buildings on separate parcels of the same planned development. The proposed amendment would allow for the eventual residential development. The property owners seek the amendment to develop the future for this site, specifically the development of a mixture of housing types as infrastructure and topography will allow within the adopted Land Development Code regulations.

Supporting Goals, Objectives, Policies and Regulations

In accordance with the goals outlined in the Comprehensive Plan and the City Council's 20-year history in a desire to promote infill development, the proposed rezoning application for the parcels supports the principle of infill development¹. These parcels have remained vacant since annexation and through two rezone/PDD amendments, representing underutilized land bounded by established and long-term uses.

¹ Connect Abilene Comprehensive Plan 2040 p. 20, 58

The City's new Rebuild AbI Program underscores the significance of revitalizing underutilized parcels within the city. By focusing on infill development, the city aims to enhance neighborhood vitality, support economic growth, and create vibrant, livable communities. The proposed rezoning of vacant parcels, which have remained undeveloped since the neighborhood's inception, is in direct accordance with this vision.

Exhibit 1



Exhibit 2**Zoning Map Amendment Criteria for Approval Analysis**

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;*

Response: The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development². The transition from medical uses to a mixture of housing types is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted Comprehensive Plan, which designates the area for housing³. This approach addresses the growing demand for diverse housing options while

² Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

³ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

minimizing the impact on existing infrastructure and preserving the visual aesthetics of the area.

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

Response: The uses permitted by the proposed change in zoning district classification are appropriate for the immediate area of the land to be reclassified. The conversion from medical uses to a mixture of housing units is consistent with the evolving needs and demographics of the surrounding community. This adjustment accommodates varying household sizes and preferences, while still maintaining the overall character and integrity of the neighborhood.

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;

Response: The proposed change in zoning classification is found to be in accord with both existing and proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The development was constructed in the early 2000's and currently has water and sewer service to the north and south and through the properties. Coordination between the developers and public agencies to address any potential gaps or challenges related to the provision of essential services, will be addressed in the platting and site plan stages of development. Given the current infrastructure, the proposed change can be implemented effectively without undue strain on existing infrastructure or service delivery systems.

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

Response: The proposed change in zoning classification is evaluated to have a positive impact on public health and safety. By introducing a mix of medium density, patio home and townhome units, the development promotes housing diversity and affordability, which are critical factors in supporting community well-being.

The proposed change is anticipated to enhance the general welfare of the community by fostering inclusive and sustainable development. Providing a range of housing options contributes to social equity and promotes neighborhood stability. Moreover, the development is expected to generate economic benefits through increased property values, job creation, and local business opportunities, thereby improving overall quality of life for residents.

Application Requirements Per Section 1.4.2.2

1. Concept Plan (Exhibit 3)
2. A description of any development standards or requirements that are different from those in the base zoning district;

Response:

- Create a base zoning of a mixture of housing types as allowed by development standards with all rights associated.
 - Housing Types:
 - Medium Density
 - Patio Homes
- 3. A description of how the proposed Planned Development fulfills the ideals, goals, objectives, and/or concepts of the City's adopted Comprehensive Plan or any other formally adopted City planning document, such as the Parks Plan or public facility plan;

Response:

- The Comprehensive Plan emphasizes the importance of utilizing existing infrastructure efficiently and fostering sustainable growth patterns. Infill development, as proposed in this rezoning application, maximizes the use of existing urban infrastructure such as roads, utilities, and public services. This approach aligns with the Comprehensive Plan's objectives of promoting compact, walkable neighborhoods while minimizing urban sprawl.
 - The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development⁴. The conversion from medical uses in this planned development to a mixture of housing units is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted Comprehensive Plan, which designates the area for housing⁵.
4. A description that lists and fully explains the specific modifications of the provisions of the base zoning district which are desired, as well as the purposes of the modifications (i.e., why they are necessary);

Response:

The desired modifications to the provisions of the base zoning district are essential to align with the future land use map and address the unique circumstances of the property, which has remained vacant since annexation and through two zoning amendments.

A. *Change in Density Requirements:* The proposed modification seeks to adjust the density requirements of the base zoning district to reflect the housing designation outlined in the future land use map. This modification is necessary to

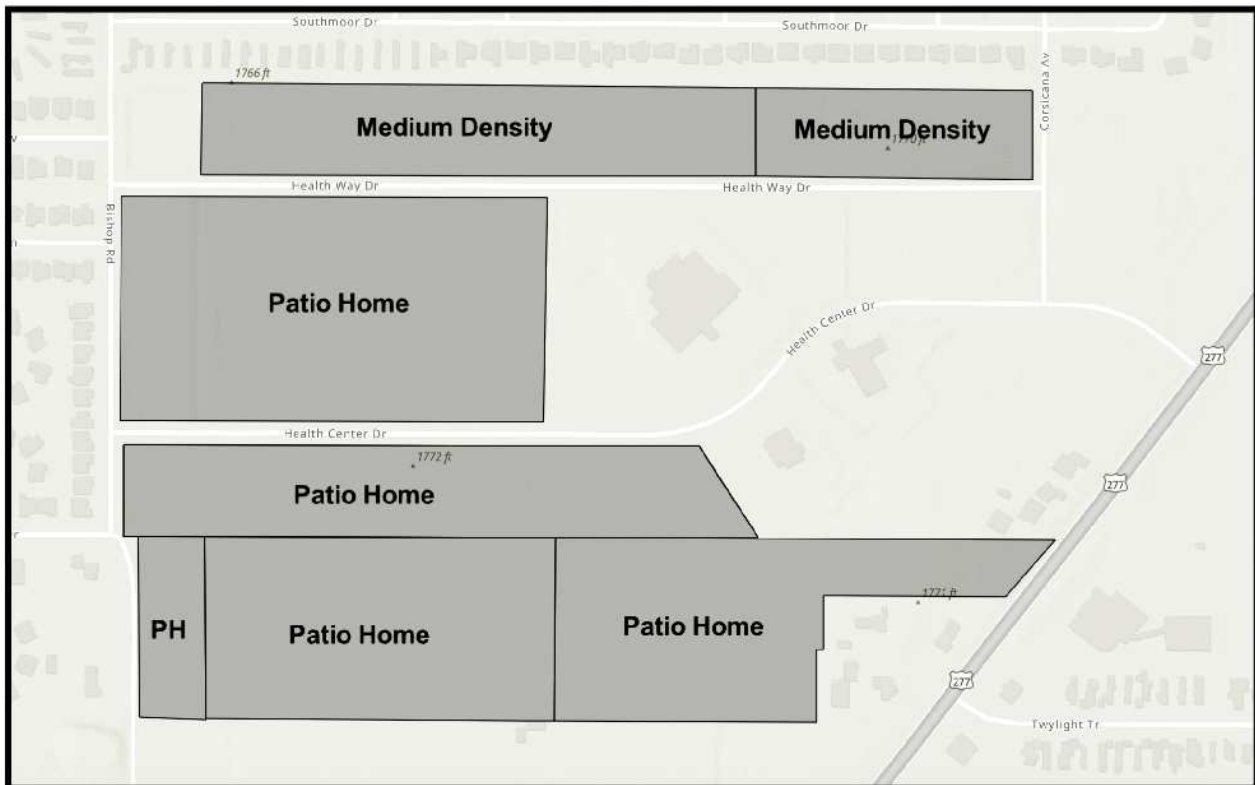
⁴ Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

⁵ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

accommodate the evolving needs and growth projections of the community while ensuring consistency with long-term planning objectives.

B. Adjustment of Use Restrictions: By modifying use restrictions, the proposed changes aim to facilitate the development of the property in accordance with its designated future land use. This adjustment is crucial to unlock the full potential of the site and promote compatible land uses that contribute to the overall vibrancy and sustainability of the neighborhood.

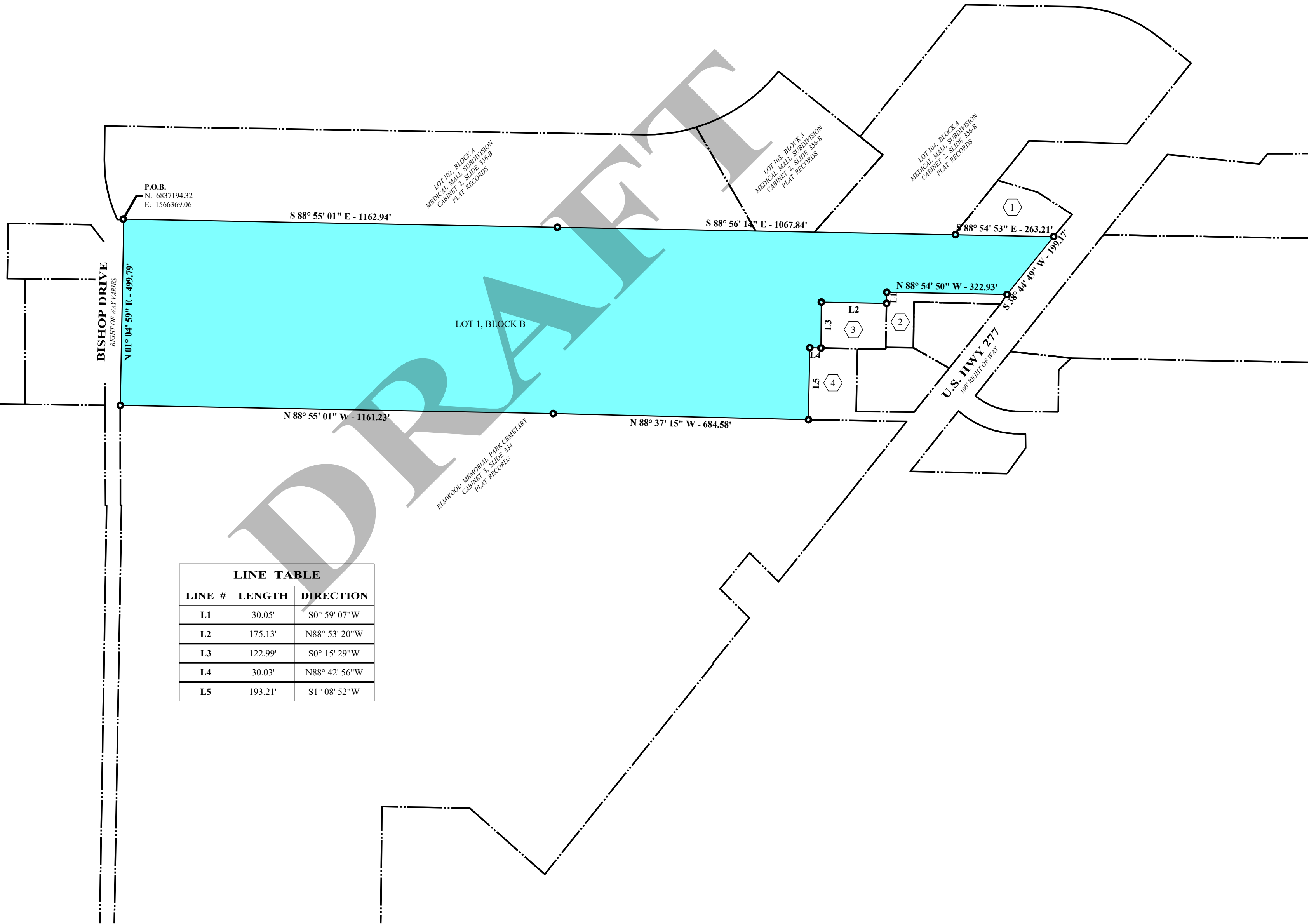
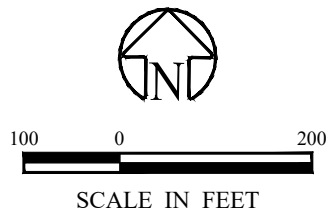
Overall, the modifications to the provisions of the base zoning district are essential to bring the zoning regulations into alignment with the future land use map and address the longstanding vacancy of the property. By adapting the zoning regulations to accommodate the envisioned development and future growth patterns, the modifications serve to revitalize underutilized land and promote sustainable, compatible development within the neighborhood.

Exhibit 3**Planned Development (PD) District Section 2.3.4.5***Applicability:*

1. The land is located in close proximity to established residential neighborhoods where conventional zoning classifications may not adequately address neighborhood concerns regarding the quality or compatibility of the adjacent development, and where it may be desirable to the neighborhood, the developer or the City to develop and implement mutually-agreed, enforceable development standards; **Applicability MET**
2. The land, or adjacent property that would be impacted by the development of the land, has sensitive or unique environmental features requiring a more flexible approach to zoning and clustering of uses, or special design standards, in order to afford the best possible protection of the unique qualities of the site or the adjacent property; **Applicability MET**
3. The land consists of older sections of Abilene that are proposed for redevelopment or infill development, and special design considerations are deemed desirable; **Applicability MET**
4. The land is of such a character that it is in the community's best interest to encourage high-quality development through flexible development standards to further the goals and objectives of the City's Comprehensive Plan; **Applicability MET**

PROPERTY INDICATED BY

- DOCUMENT NO. 2021-09425, OFFICIAL PUBLIC RECORDS
- LOT 1, BLOCK A, PATTI HOLLINGSWORTH ADDITION, CABINET 4, SLIDE 577, PLAT RECORDS
- DOCUMENT NO. 2024-02884, OFFICIAL PUBLIC RECORDS
- DOCUMENT NO. 2017-07627, OFFICIAL PUBLIC RECORDS



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.05'	S0° 59' 07"W
L2	175.13'	N88° 53' 20"W
L3	122.99'	S0° 15' 29"W
L4	30.03'	N88° 42' 56"W
L5	193.21'	S1° 08' 52"W

PRELIMINARY FIELD NOTES

BEGINNING AT A POINT;
THENCE SOUTH 88 DEGREES 55 MINUTES 01 SECONDS EAST A DISTANCE OF 1164.55 FEET TO A POINT;
THENCE SOUTH 88 DEGREES 56 MINUTES 14 SECONDS EAST A DISTANCE OF 1067.84 FEET TO A POINT;
THENCE SOUTH 88 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 263.21 FEET TO A POINT;
THENCE SOUTH 38 DEGREES 44 MINUTES 49 SECONDS WEST A DISTANCE OF 199.17 FEET TO A POINT;
THENCE NORTH 88 DEGREES 54 MINUTES 50 SECONDS WEST A DISTANCE OF 322.93 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 30.05 FEET TO A POINT;
THENCE NORTH 88 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 175.13 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 15 MINUTES 29 SECONDS WEST A DISTANCE OF 122.99 FEET TO A POINT;
THENCE NORTH 88 DEGREES 42 MINUTES 56 SECONDS WEST A DISTANCE OF 30.03 FEET TO A POINT;
THENCE SOUTH 01 DEGREES 08 MINUTES 52 SECONDS WEST A DISTANCE OF 193.21 FEET TO A POINT;
THENCE NORTH 88 DEGREES 37 MINUTES 15 SECONDS WEST A DISTANCE OF 684.58 FEET TO A POINT;
THENCE NORTH 88 DEGREES 55 MINUTES 01 SECONDS WEST A DISTANCE OF 1161.23 FEET TO A POINT;
THENCE NORTH 01 DEGREES 04 MINUTES 59 SECONDS EAST A DISTANCE OF 499.80 FEET TO THE POINT OF BEGINNING.

THIS PROPERTY HAS NOT BEEN SURVEYED ON THE GROUND.

NOTES

- AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485450, MAP NUMBER 48441C0216F MAP REVISED JANUARY 6, 2012; THIS PROPERTY IS NOT LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.
- BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
- UPON COMPLETION OF THE CONSTRUCTION OF THE SUBDIVISION STREETS, ALLEYS, AND BURIED UTILITIES THE FINAL SUBDIVISION MONUMENTATION WILL BE SET AS FOLLOWS: 1/2" IRON RODS WITH PLASTIC CAPS, STAMPED "H&T", WILL BE SET AT ALL OF THE LOT CORNERS.
- THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.

LEGEND

- MONUMENTS AS DESCRIBED IN FIELD NOTES
- SUBDIVISION BOUNDARY
- ADJACENT BOUNDARY LINES
- EASEMENT LINES

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.

DATE CHAIRMAN
ATTEST SECRETARY
DATE PLANNING DIRECTOR

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR.
CITY OF ABILENE, TEXAS

DATE FILE NUMBER
PLANNING DIRECTOR
FEES

DIRECTOR OF PUBLIC WORKS

THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

DATE DIRECTOR OF PUBLIC WORKS

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE FILE NUMBER
COUNTY CLERK COUNTY, TEXAS
DEPUTY

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS, ALLEYS, UNDER THE NAME OF

**LOT 1, BLOCK B
MEDICAL MALL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"FIELD NOTES HERON"

OWNER'S CERTIFICATE AND DEDICATION

EXECUTED THIS DAY OF 20

X
PRINTED NAME SIGNATURE

ACKNOWLEDGMENT

THE STATE OF TEXAS:
COUNTY OF X

BEFORE ME: THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED X

KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE DAY OF A D 20

NOTARY PUBLIC

GENERAL NOTES

SHEET 1 OF 1 ACREAGE 23.56

SCALE 1" = 200' SMALLEST LOT X SQ FT LARGEST LOT 1,026.115 SQ FT

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE

PLAT DESCRIPTION:

**LOT 1, BLOCK B
MEDICAL MALL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SIGNATURE

07/01/2024
DATE

DREW MALCOLM BLESSING
REGISTERED PROFESSIONAL LAND SURVEYOR



Enprotec | Hibbs & Todd

402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-h-t.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

OWNER:

X
X
X
X

**LOT 1, BLOCK B
MEDICAL MALL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** PDD-76 Amendment (5301 Health Center Dr.)

ID # 24-000126 | **Started** 06/17/2024 at 12:09 PM



Address

5301 Health Center Dr, Abilene, TX USA 79606

Legal

Medical Plaza Sub Blk Block A Lot Lot 102
Medical Plaza Sub, Block A, Lot 102 Rep, Acres 9.586

Description

This is a request to rezone the below named properties and amend the Zoning Map of +/- 30.08 acres of Planned Development District 76 and +/- 23.72 of Survey 43 William Bishop. 5301 Health Center Drive, Medical Plaza Subdivision, Block A, Lot 102, Acres 9.586, Property ID 970048 2802 Health Center Drive, Medical Plaza Subdivision, Block B, Lot 1, Acres 16.531, Property ID 970051 5602 Health Way Drive, Medical Plaza Subdivision, Block C, Lots 201-203, Acres 12.967, Property IDs 970052, 108862, 108863 2849 Bishop Road, Survey 43 William Bishop, Acres 2.36, Property ID 41994 2801 Bishop Road, Survey 43 William Bishop, Acres 11.16, Property ID 41869 Hwy 277, Survey 43 William Bishop, Acres 10.199, Property ID 41856

PROPERTY DETAILS

Property ID	970048
GEO ID	61121
Enforcement Area	Dyess Area

PROPERTY ADDITIONAL INFORMATION

Account Number	46910000300
Property ID	61121
Land Use	Vacant
High School	Chs
Middle School	Clack
Elementary School	Bassetti
Super Neighborhood	Dyess Area
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Cheryl Sawyers	civettasolutions@gmail.com 3257214889	6573 Peppergrass Lane Abilene, TX 79606	Site Plan Coordinator	APPLICANT
Whitney Enterprise Llc	-	19222 Falabella Ln Yorba Linda, CA 92886- 7945	-	Property Owner

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	07/02/2024 at 10:48 AM	Accept	Mason Teegardin
Zoning Application Review	07/02/2024 at 10:49 AM	Accepted	Mason Teegardin
Planning Payment	07/02/2024 at 10:50 AM	Paid	Mason Teegardin
Create Agenda for Planning and-Zoning Commission		-	-
Staff Prepares Report & Send Property Notification Letters	-	-	-
P&Z Commission Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

West Texas Real Estate Development, LLC.

Agent Name

Civetta Solutions

Block

Block A

Lot

Lot 102

Acreage

23

Legal Description of property

5301 Health Center Drive, Medical Plaza Subdivision, Block A, Lot 102, Acres 9.586, Property ID 970048 2802 Health Center Drive, Medical Plaza Subdivision, Block B, Lot 1, Acres 16.531, Property ID 970051 5602 Health Way Drive, Medical Plaza Subdivision, Block C, Lots 201-203, Acres 12.967, Property IDs 970052, 108862, 108863 2849 Bishop Road, Survey 43 William Bishop, Acres 2.36, Property ID 41994 2801 Bishop Road, Survey 43 William Bishop, Acres 11.16, Property ID 41869 Hwy 277, Survey 43 William Bishop, Acres 10.199, Property ID 41856

Subdivision Name

Medical Plaza Subdivision

Current Zoning

Planned Development District 76

Proposed Zoning

Amend PDD to reflect two base zonings of Medium Density and Patio Home

Agree to Terms

Cheryl Sawyers

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-003798	Today	Cheryl Sawyers	\$ 1,000.00	\$ 0.00	\$ 1,000.00

Fees	Account No	Total	Paid	Due
Zoning - Planned Development District - Amendment	1004002-42001	\$ 1,000.00	\$ 0.00	\$ 1,000.00

TOTALS		\$ 1,000.00	\$ 0.00	\$ 1,000.00
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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	07/02/2024 at 10:49 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
XXXX - MEDICAL MALL SUBD.pdf	07/02/2024 at 8:49 AM	Cheryl Sawyers

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-

GENERAL COMMENTS

-  **Mason Teegardin**, Jun 17, 2024 at 4:53 PM
Metes & Bounds required by July 2nd to meet current deadline date.
-  **Cheryl Sawyers**, Jul 02, 2024 at 8:49 AM
Please see the additional meets and bounds of the added section to this PD.

ORDINANCE NO. 30-2002

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-76 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 11 day of July A.D. 2002

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 30 day of June, 2002, the same being for a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 25 day of July, 2002, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

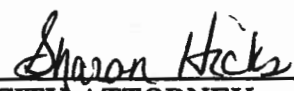
PASSED ON SECOND AND FINAL READING THIS 25 day of
July, A.D. 2002.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 30-2002

Exhibit "A"

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

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

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

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO & PDD-48 (Agricultural Open Space & Planned Development) District to PDD (Planned Development) District.

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

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

The east 40 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East 2669.6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

Location:

5500 Hwy 277

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for commercial development and related activities of a large tract which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

TRACT 1: All areas in the PDD within 600 feet of US 277

Permitted Uses:

- Restaurant (Standard and Fast Food)
- Dry Cleaning
- Pharmacy
- Offices (including medical)
- Hotel/Motel
- Convenience Store
- Video Rental
- Heath/Physical Fitness Facility (including physical rehab facility)
- Medical/Dental Office and Lab
- Optical Shop
- Surgical Center (outpatient only)
- Wellness Center
- Bank/Credit Union
- Beauty and Barber services
- Veterinary Service (small animals only)
- Book Store
- Clothing store
- Flower Shop
- Gift Shop
- Liquor Store Off-premise Consumption (beer & wine only)
- Office Supply Store

Setback Requirements:

Along US 277:	40 feet
Along Other Streets:	30 feet
Adjacent to RS zoning:	40 feet
Interior Sides:	10 feet
Rear:	15 feet

Maximum Height: 3 stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto US 277:
 - a. 100 feet from intersecting streets classified as collectors
 - b. 50 feet from other intersecting streets
 2. For driveways onto collector streets:
 - a. 100 feet from US 277
 - b. 50 feet from other intersecting streets
- A maximum of six driveways shall be allowed to access US 277.
- Driveways shall meet all other design standards of the City of Abilene and the Texas Department of Transportation

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 30 feet
- Maximum area: 150 square feet, unless shared by more than one business, in which case the sign may be up to 300 square feet

Wall Signs:

May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs: Off-site Advertising and Portable Signs

Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement can not be reached, the developer may apply for a formal PDD amendment.

TRACT 2: The remainder of the PDD.

Permitted Uses:

Offices (including medical)
Medical/Dental Office and Lab
Optical Shop
Surgical Center (outpatient only)
Pharmacy
Health/Physical Fitness Facility (including physical rehab facility)
Wellness Center
Nursing Home
Assisted Living

Setback Requirements:

Along Streets:	30 feet
Adjacent to RS zoning:	30 feet
Interior Sides:	10 feet
Rear:	15 feet

Maximum Height: 2 stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto collector streets:
 - a. 100 feet from intersecting streets classified as collectors
 - b. 50 feet from other intersecting streets
 2. For driveways onto other streets:
 - a. 100 feet from collector streets
 - b. 50 feet from other intersecting streets
- Driveways shall meet all other design standards of the City of Abilene
- The alley along the north boundary shall not be used for access.

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Must be a monument-type sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 10 feet
- Maximum area: 80 square feet, unless shared by more than one business, in which case the sign may be up to 175 square feet

Wall Signs:

May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs: Pole signs, Off-site Advertising and Portable Signs

Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement can not be reached, the developer may apply for a formal PDD amendment.

In Tracts 1 and 2 internal streets shall be provided in compliance with the City of Abilene Thoroughfare Plan.

DEVELOPMENT SCHEDULE:

If a Building Permit has not been obtained within 24 months of the date of this ordinance, the Planning Director shall initiate rezoning of the entire property to AO, Agricultural Open-space.

-END-

ORDINANCE NO. 20-2003

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE; AND ORDINANCE NO. 30-2002 CONCERNING THE PDD #76 PLANNED DEVELOPMENT DISTRICT; DECLARING A PENALTY AND CALLING A PUBLIC HEARING; AND AN EFFECTIVE DATE.

1232

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing Ordinance No. 30-2002, as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 22 day of May A.D. 20 03.

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 4 day of May, 20 03, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12 day of June, 20 03, 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 12 day of June, A.D. 20 03.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

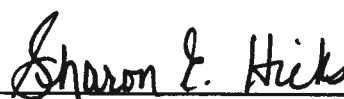

CITY ATTORNEY

EXHIBIT "A"

1st Amendment to Ordinance No. 30-2002

AMEND: PART 5: Legal Description.

ADD: to Tract II

The west 45.4 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East 2669.6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

Location:

5426 Hwy 277 South

-END-

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

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:

Requestor's Property Zoning: PD-76

Requestor's Proposed Zoning: PD-76

Your Name:

LAND BRUCE G

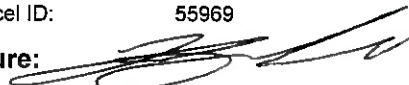
Your Property Address:

5626 SOUTHMOOR DR

Your Parcel ID:

55969

Signature:



I am in favor of the request ☐

I am opposed to the request ☒

JUL 26 PM12:58

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

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PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:

Requestor's Property Zoning: PD-76

Requestor's Proposed Zoning: PD-76

Your Name: CALDWELL WILLIAM E &

Your Property Address: 6001 PRINCESS LN

Your Parcel ID: 65342

Signature: *William E Caldwell*

I am in favor of the request ☒

I am opposed to the request ☐

JUL 29 AM 9:38

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

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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:

Requestor's Property Zoning: PD-76

Requestor's Proposed Zoning: PD-76

Your Name:

FERNANDEZ DUANE R

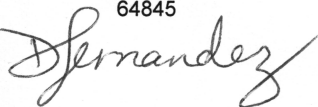
Your Property Address:

2634 BISHOP RD

Your Parcel ID:

64845

Signature:



I am in favor of the request ☒

I am opposed to the request ☐

[Planning] Zoning application Z-2024-23

2 messages

'L. Hawkins' via Planning Services <planning@abilenetx.gov>

Sun, Aug 4, 2024 at 12:47 PM

Reply-To: "L. Hawkins" <lhawkins1966@yahoo.com>

To: planning@abilenetx.gov

Dear Mr. Holland,

We recently received the notification for zoning changes on Health Way Dr & Health Center Dr and would like to voice our opinions on it.

We bought our house in 2003 and in these 20+ years, we have been able to enjoy not only our home, but also the various wildlife that surrounds us, our area is chock full of animals we seriously doubt any of our neighbors are even aware of. We currently have 7 Great Horned Owls that hunt and nest here, a breeding pair of red-tailed hawks, possums, raccoons, porcupines, a fox mom and her two teenagers (one of which is disabled), skunks, and currently a mom bobcat and her baby. Those are just the wildlife that visit my back yard and I catch on my security cameras.

I've walked this area thousands of times over these past 20+ years and while I haven't seen any in my own yard, dozens of times I've seen Horned Lizards (Texas Horny Toad) scattering in the weeds on both Health Center and Health Way roads and I've watched them sunning themselves on the asphalt.

Since the Horned Lizard is actively on the Texas Endangered Species list, I've been told that at a minimum, a full ecological survey would be required before any habitat disturbance's be allowed.

There are many other places to build homes in Abilene, I respectfully ask that this area be preserved as is for the abundance of wildlife that calls it home.

Thank you for the opportunity to voice not only our opinions on this matter, but to also make the city of Abilene aware that there's a protected species habitat in danger.

Sincerely,
Robert & Lisa Hawkins
5501 Southmoor Dr
325-721-9965

Sent from my iPhone

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/C10471D0-9132-4CA9-B26D-48A4D405CA41%40yahoo.com>.

Holland, Adam <adam.holland@abilenetx.gov>

Mon, Aug 5, 2024 at 8:08 AM

To: "L. Hawkins" <lhawkins1966@yahoo.com>

Cc: planning@abilenetx.gov

Received, thank you.

[Quoted text hidden]

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

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:		Your Name:	COOK CECELIA M	I am in favor of the request	☐
Requestor's Property Zoning:	PD-76	Your Property Address:	6001 DUCHESS AV	I am opposed to the request	☒
Requestor's Proposed Zoning:	PD-76	Your Parcel ID:	61882		
Signature:			JUL 30 PM 2:02		

DANNY F. BEAM
2333 BISHOP ROAD
ABILENE, TEXAS 79606
AUGUST 03, 2024

PLANNING & ZONNING

I AM WRITING IN REGARD TO THE PROPOSED ZONNING IN THE 2500 BLOCK OF BISHOP ROAD GOING UP TO THE OLD HOSPITAL, THIS STREET CAN NOT HAVE ANYMORE TRAFFIC THAN WHAT IT ALREADY HAS. WE HAVE TRAFFIC COMING FROM BUTTERFIELD ADDITION COMING DOWN INSTEAD OF GOING ON TO DUB WRIGHT STREET, ALSO TO MANY BIG TRUCKS, I THINK A LOT OF THEM COME THIS WAY TO DODGE RADAR THAT RUNS A LOT AT DUB WRIGHT & JENNINGS. WE DO NOT NEED MORE CONGESTION ON THIS STREET UNTIL THE CITY DOES SOME WORK ON UPGRADING IT. I HAVE LIVED AT THIS ADDRESS FOR 45 OR 46 YEARS AND AT THE TIME I WAS THE LAST HOUSE ON BISHOP ROAD BEFORE IT WAS EXTENDED TO THE NORTH PART OF JENNINGS.

THANK YOU,

Danny F. Beam

AUG 7 PM 1:15



REZONE REQUEST

Case: Z-2024-23

Agent: Civetta Solutions

Request: Amend the term of PD-76 to allow Patio Homes and Medium Density Residential

Location: Health Way Drive, Health Center Drive, and Bishop Road.

Notification: 2 in Favor, 3 Opposed

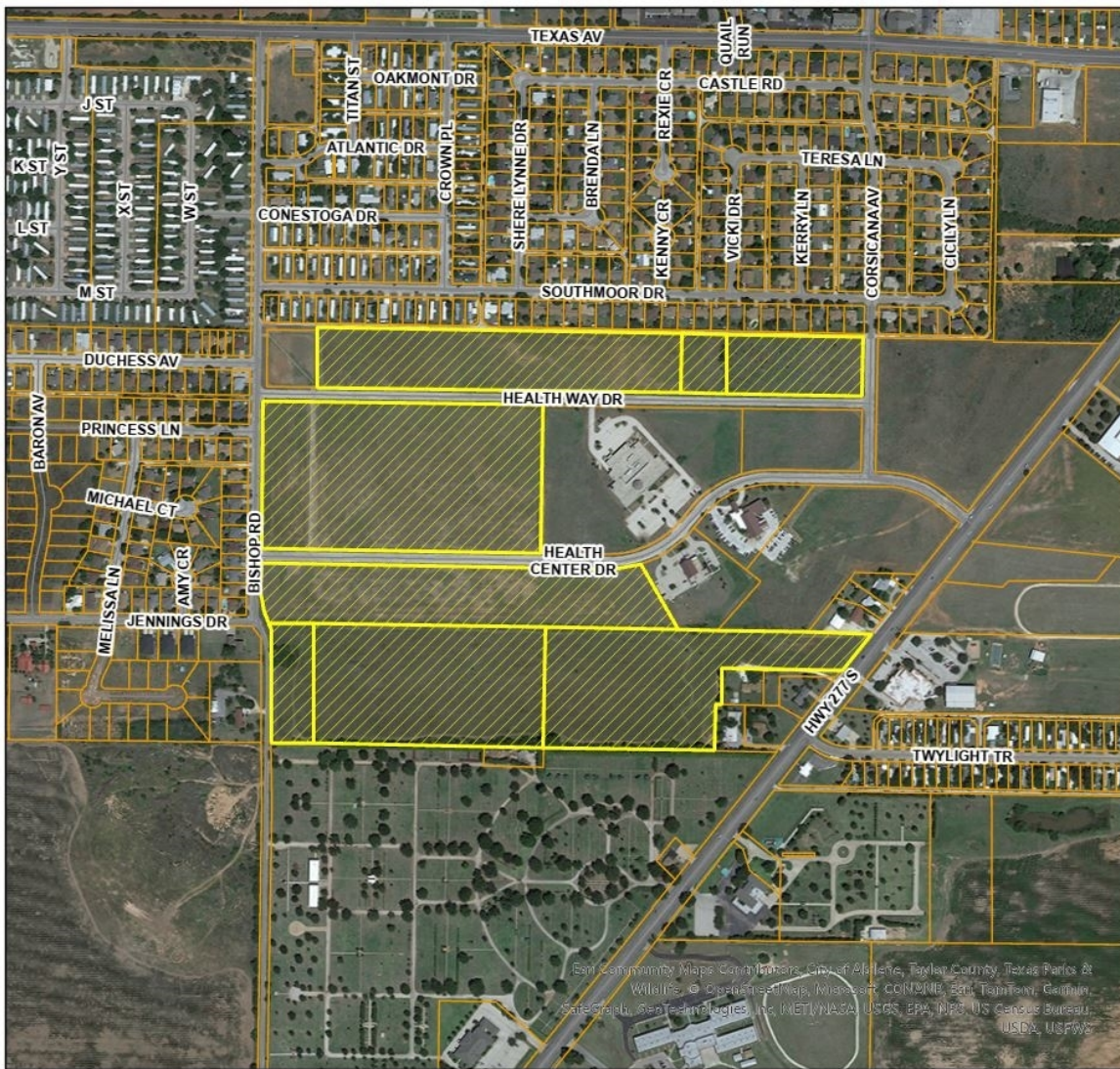
Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





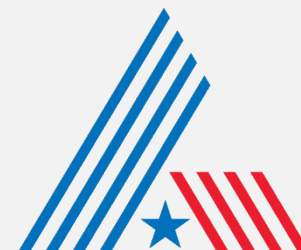
AERIAL LOCATION MAP



Z-2024-23

0.1

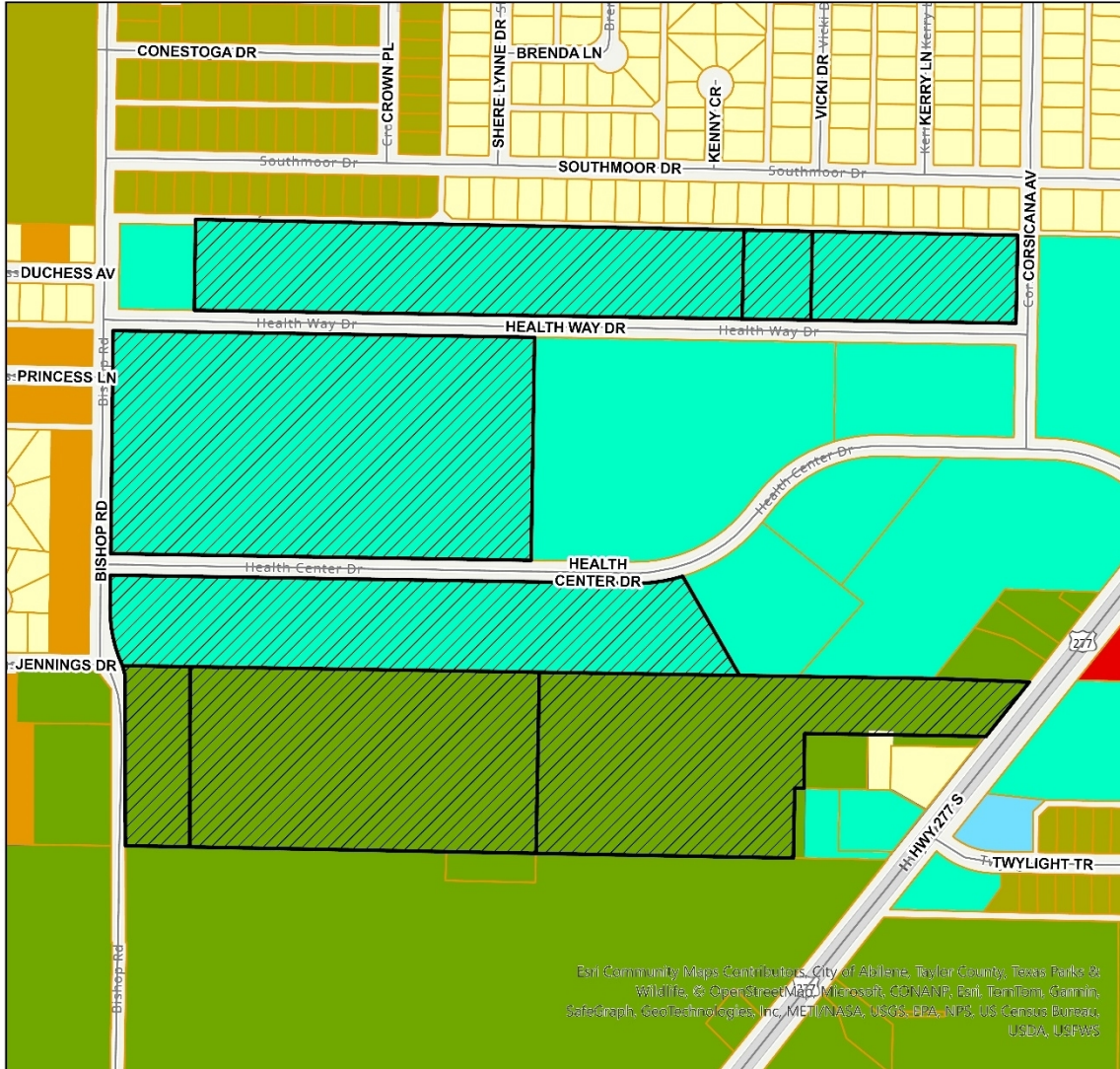
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2024-23
- Zoning District
- PD (Planned Development)
- PD (Planned Development)
- GC (General Commercial)
- GC (General Commercial)
- O (Office)
- O (Office)
- MH (Manufacture/Mobile Home)
- MH (Manufacture/Mobile Home)
- MD (Residential - Medium Density)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- AO (Agricultural Open)



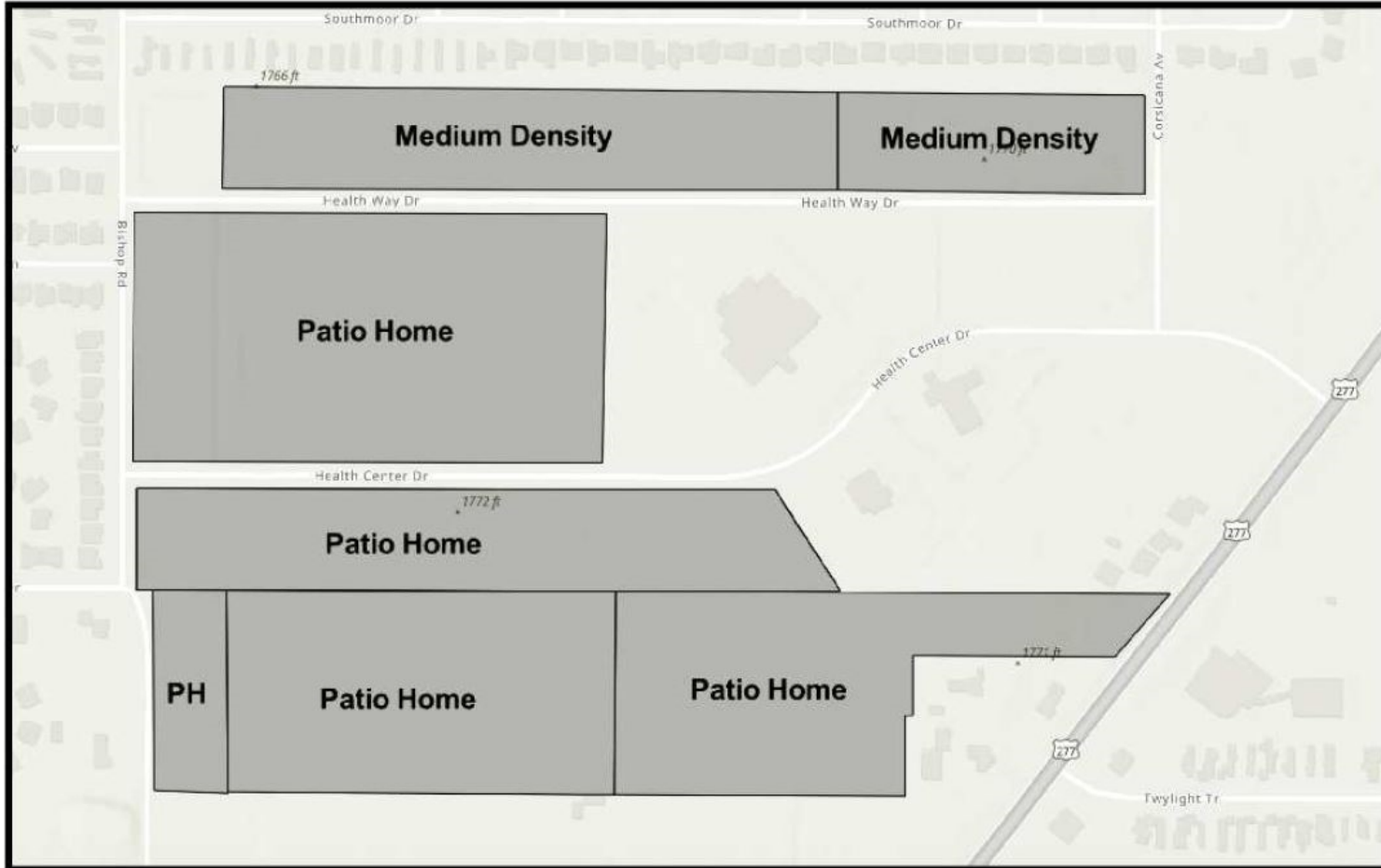
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Miles

Est. Community Maps Contributors: City of Abilene, Taylor County, Texas Parks & Wildlife, & OpenStreetMap, Microsoft, COGNAP, Rail, TerraNova, Garmin, SateGrip, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



CONCEPT PLAN





VIEWS OF PROPERTIES



Subject Property



West Neighboring Property



North Neighboring Property

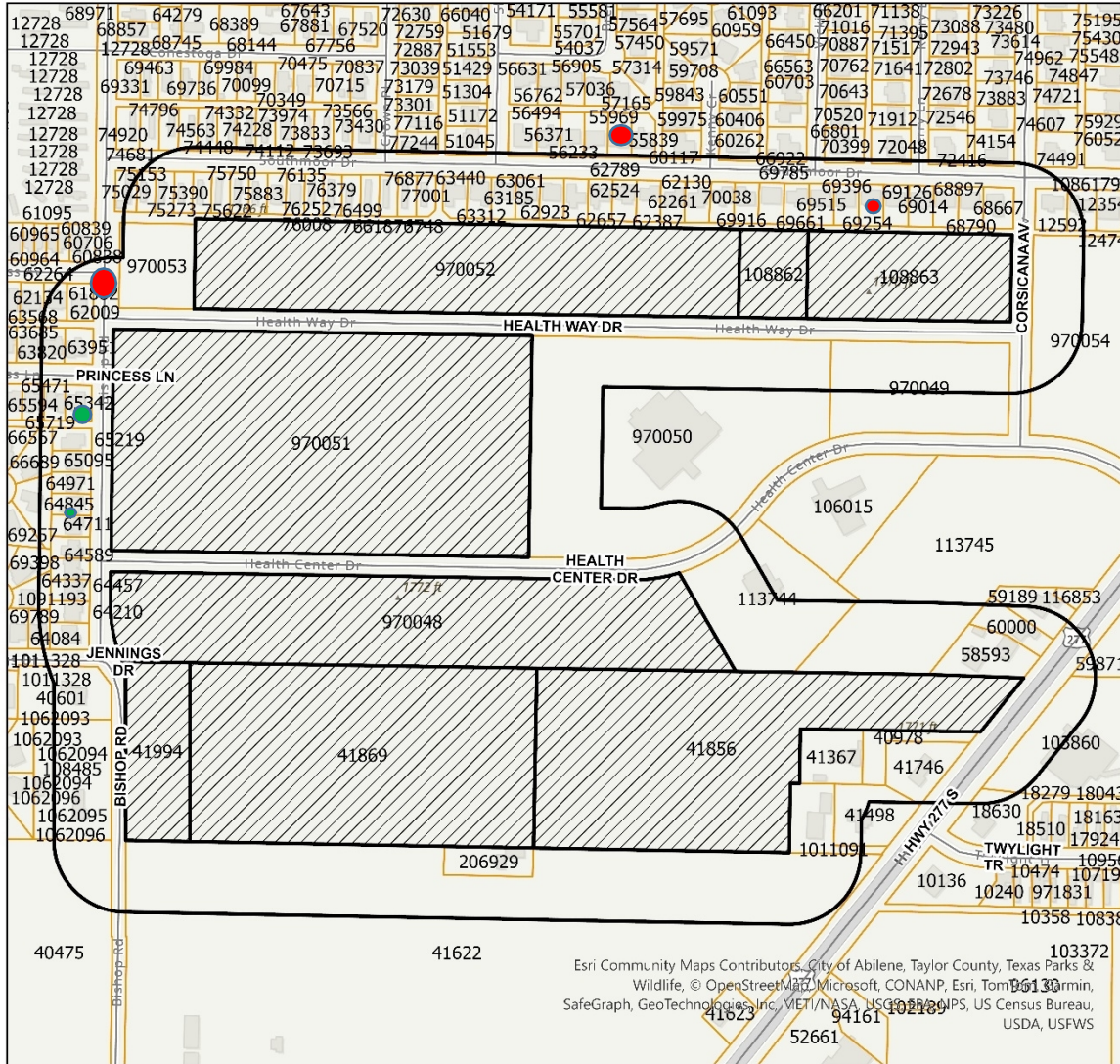


Subject Property





NOTIFICATION AREA MAP



- Z-2024-23
- Notification Area

- 2 - In Favor- ●
- 3 - Opposed- ●
- 0.7% Opposition





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: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Public Safety and Airport Projects *(Marjorie Knight)*

GENERAL INFORMATION

The City is proposing to issue Combination Tax and Surplus Revenue Certificates of Obligation. These bonds will be utilized for the Public Safety Communications Microwave Project and the Airport Ramp Project. The resolution directing publication of notice of intent will reflect an amount not to exceed \$2,700,000. The final amount will be more precisely defined on the date of authorization.

The proposed \$2,700,000 includes \$1,919,907 for the Airport Ramp Project, \$740,041 for the Microwave Project, and costs of issuance.

State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent. Final approval of the bonds will be scheduled for the October 17, 2024 Council meeting.

Additionally, the City expects to incur expenditures in connection with design, planning, acquisition and construction of these projects prior to the issuance of bonds. This resolution will allow the City to reimburse itself from bond proceeds for costs incurred on these projects prior to bond issuance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the resolution directing staff to publish notice of intent to issue Certificates of Obligation.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Notice of Intention to Issue Certifications of Obligation and Reimbursement of Project Costs
2. Presentation - Resolution Notice of Intent to Issue Certificate of Obligation

RESOLUTION NO. _____

DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Abilene Texas, as hereinafter provided; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of expenditures in connection with the design, planning, acquisition and construction of the projects described in the form of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation attached hereto (the "Projects") will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the Certificates of Obligation to finance the Projects; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. Attached hereto is a form of the Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.
2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
4. That all costs to be reimbursed pursuant to this Resolution will be preliminary expenditures or capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.
5. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the certificates of obligation.
6. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

APPROVED AND ADOPTED August 22, 2024.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

[CITY SEAL]

**CITY OF ABILENE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Abilene, Texas, at its meeting to commence at 8:30 A.M. on October 17, 2024, at its regular meeting place at 555 Walnut Street, 2nd Floor Council Chambers, Abilene, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$2,700,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) acquiring, constructing and equipping public safety improvements for the police and fire departments, including the acquisition of radio equipment and microwave communications infrastructure and technology, (ii) acquiring, constructing, and equipping additions, improvements, and extensions for the City's municipal airport, (iii) acquiring land and interests in land necessary for such projects; and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271").

In accordance with the provisions of Chapter 271, the following information has been provided by the City:

- (a) The principal amount of all outstanding debt obligations of the City is \$378,845,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$499,595,131;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$2,700,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$4,067,463;
- (e) The estimated interest rate for the certificates of obligation to be authorized is 4.50%; and
- (f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2046.

The City has not designated any of its outstanding debt listed above as self-supporting for purposes of Chapter 271.

CITY OF ABILENE, TEXAS

Notice of Intent to Issue Certificates of Obligation





Notice of Intent to Issue Certificates of Obligation

- The City is proposing to issue Certificates of Obligation for a Public Safety Communications Microwave Project and an Airport Ramp Project in an amount not to exceed \$2.7 million.
- State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent.





Notice of Intent to Issue Certificates of Obligation

- Resolution includes reimbursement of project costs incurred prior to date of issuance.
- Final approval of the bonds will be scheduled for the October 17, 2024 Council meeting.





Notice of Intent to Issue Certificates of Obligation

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (Final Reading) Z-2024-14:** Receive a Report, Hold a Discussion and Public Hearing, 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'

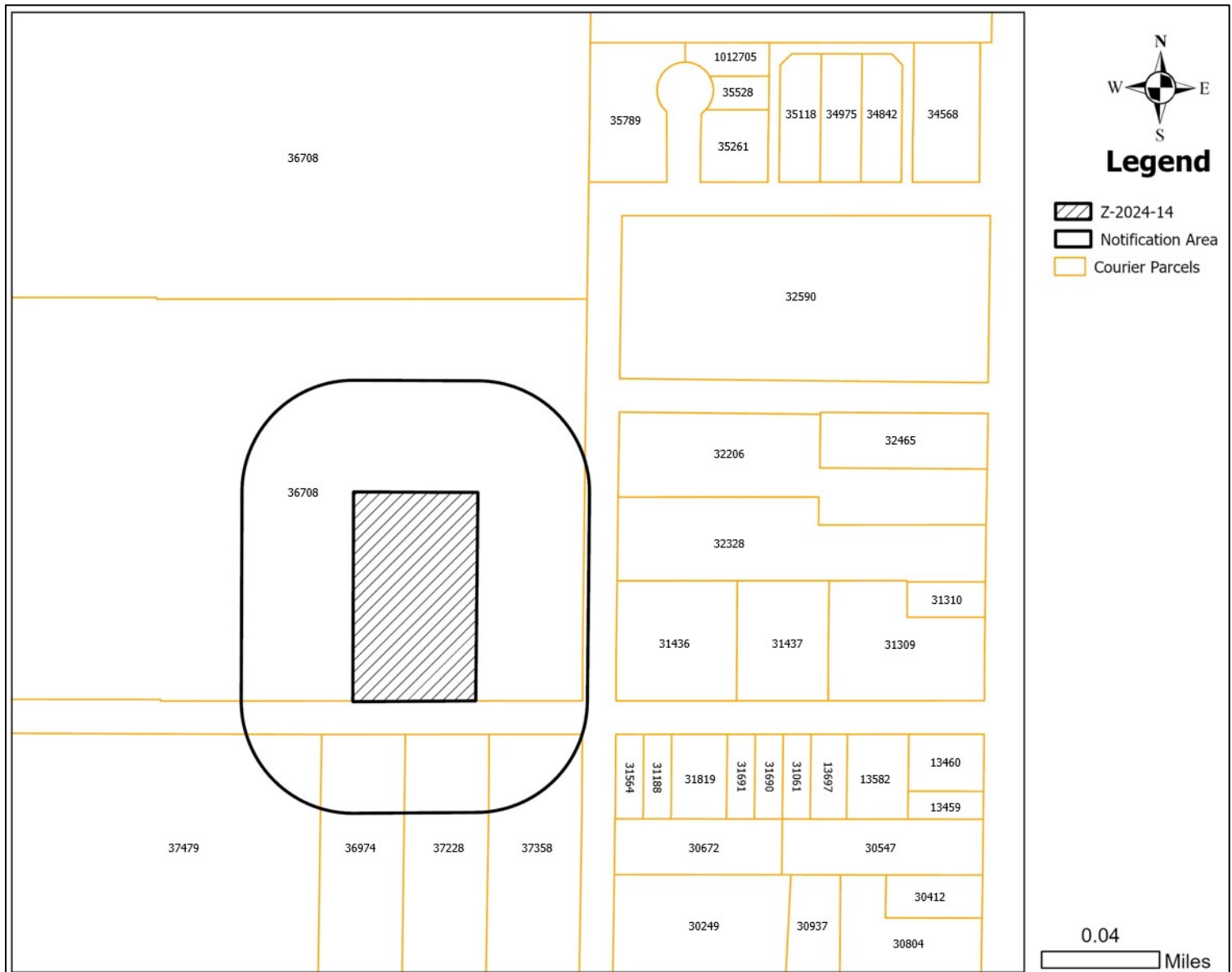
Notification

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:

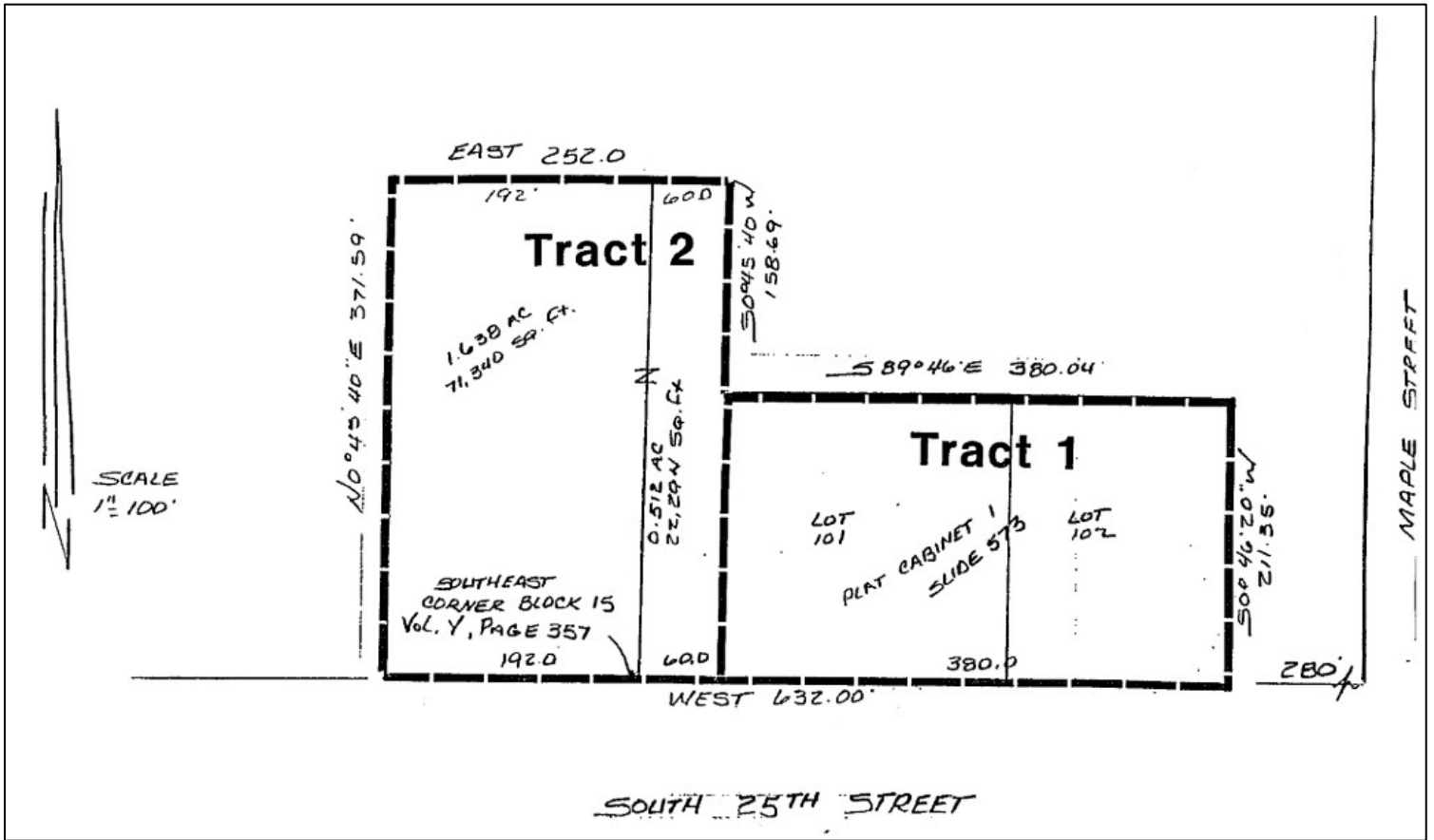
Legend: O - Opposed, F - In Favor

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	

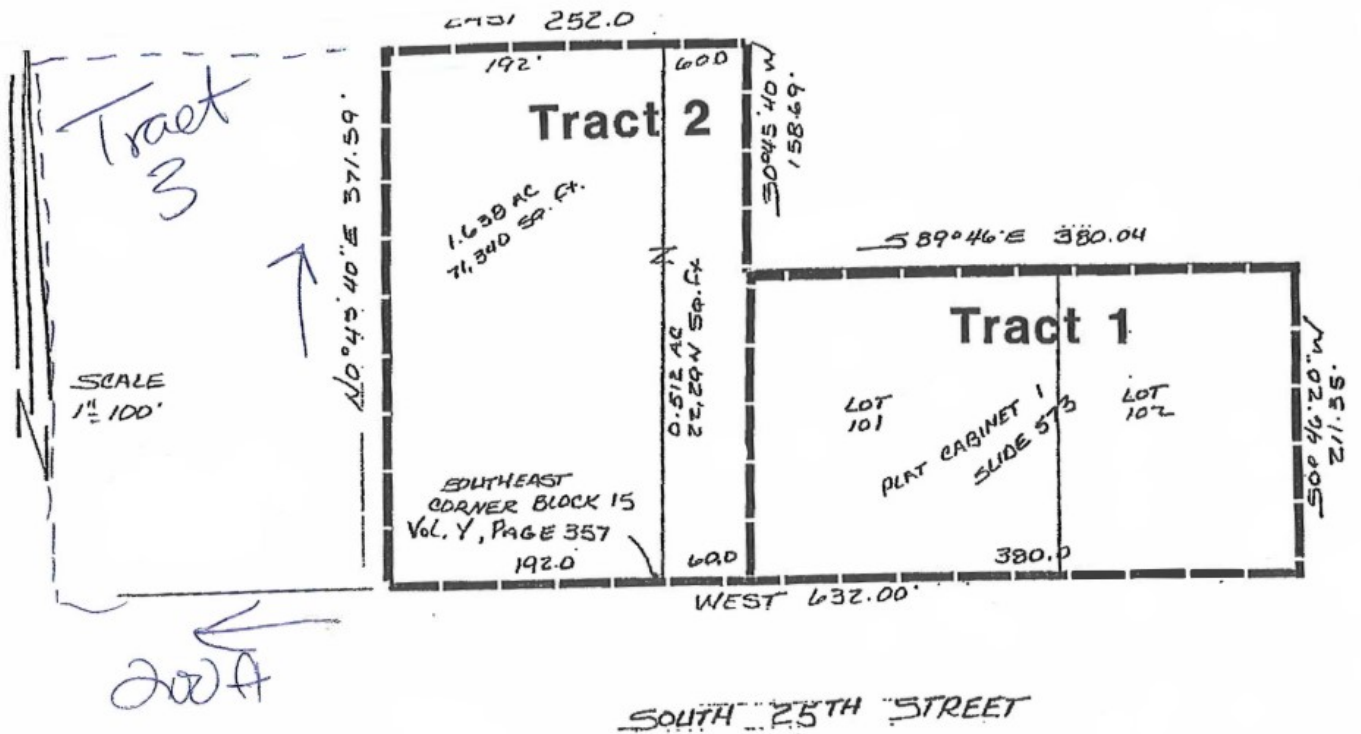
NOTIFICATION MAP



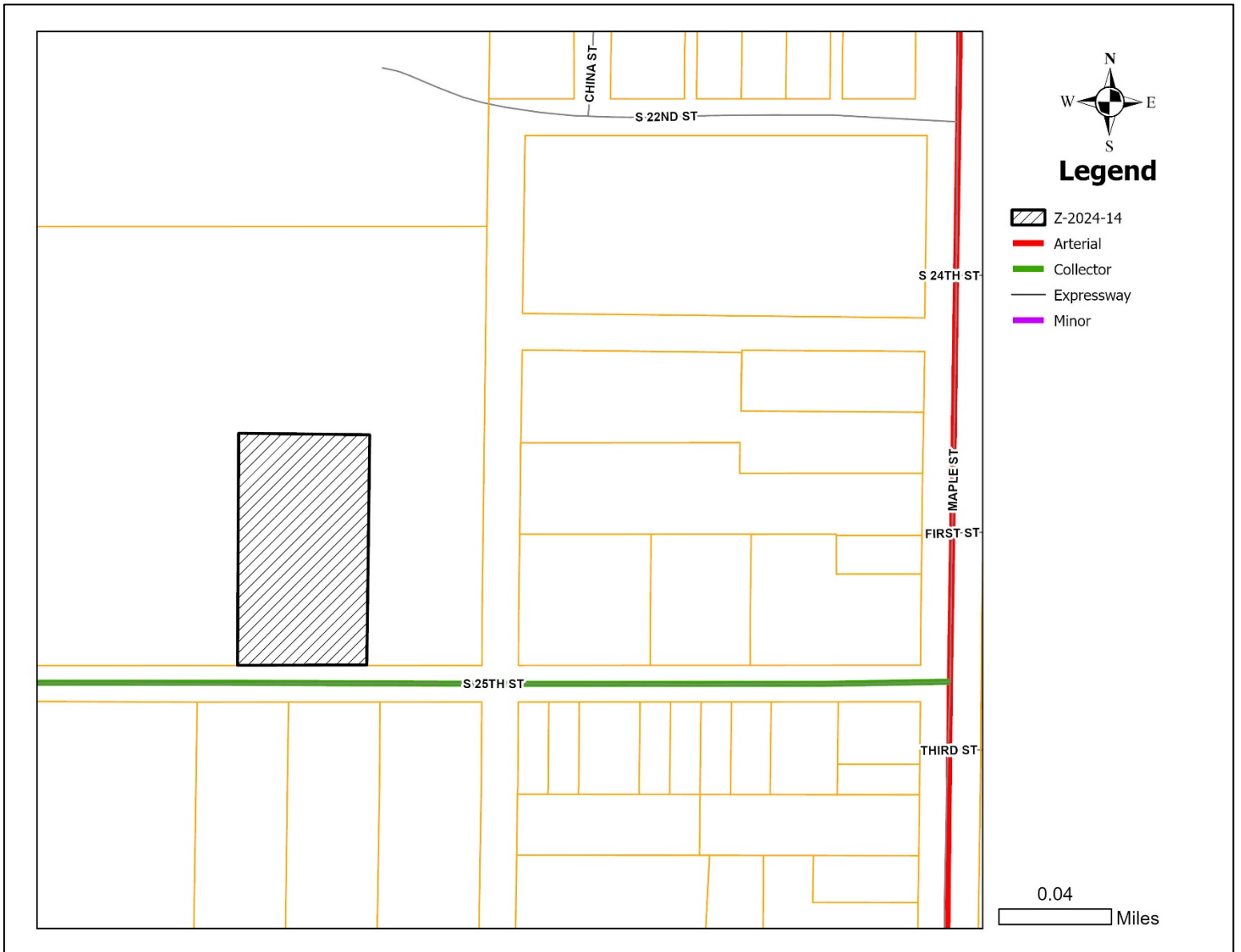
EXISTING CONCEPT PLAN



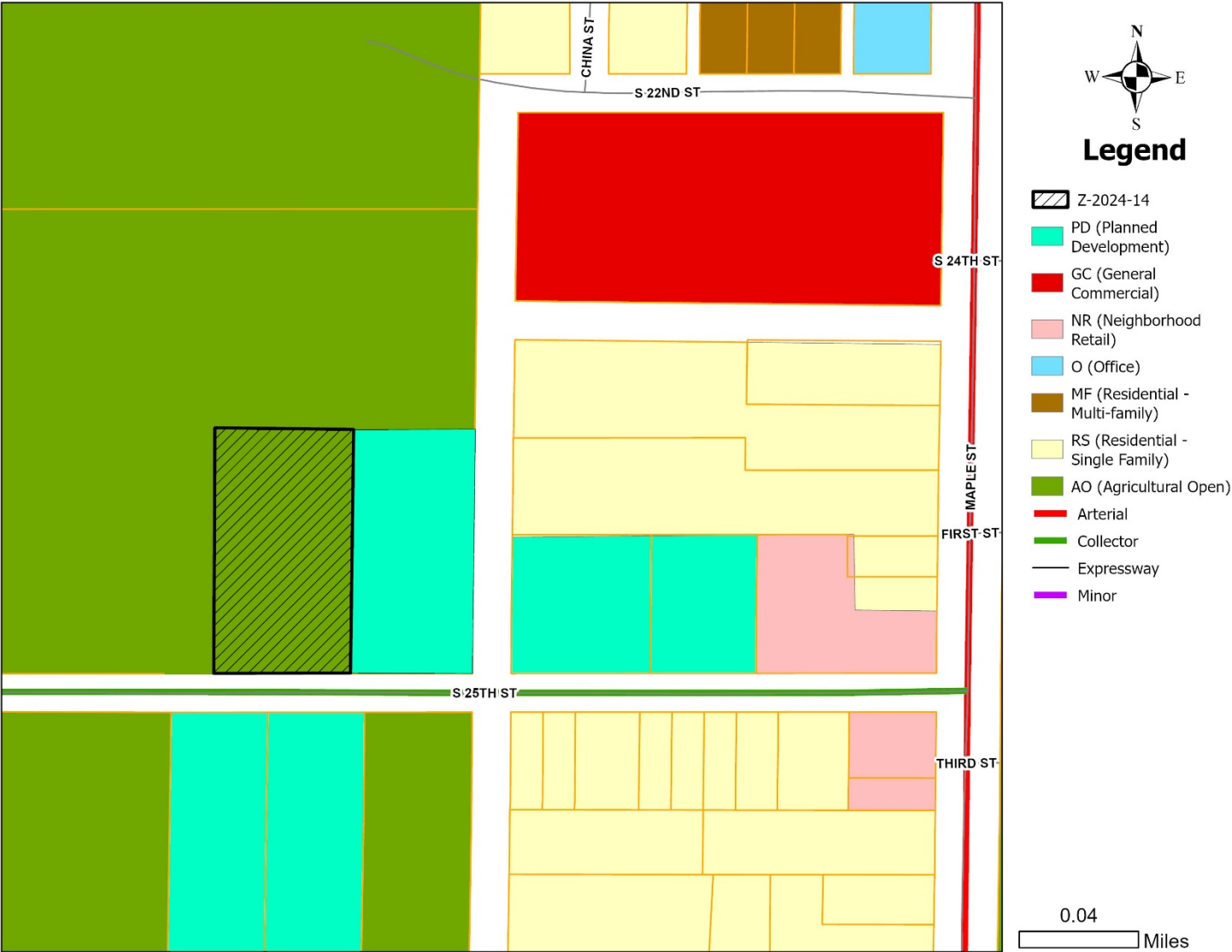
PROPOSED CONCEPT PLAN

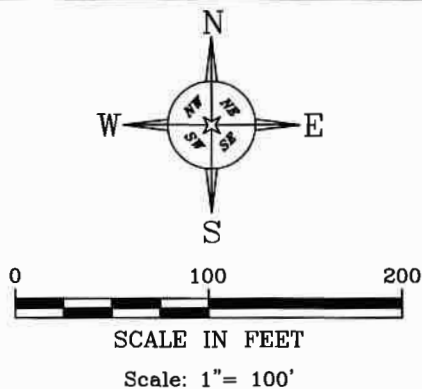


LOCATION MAP



ZONING MAP





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

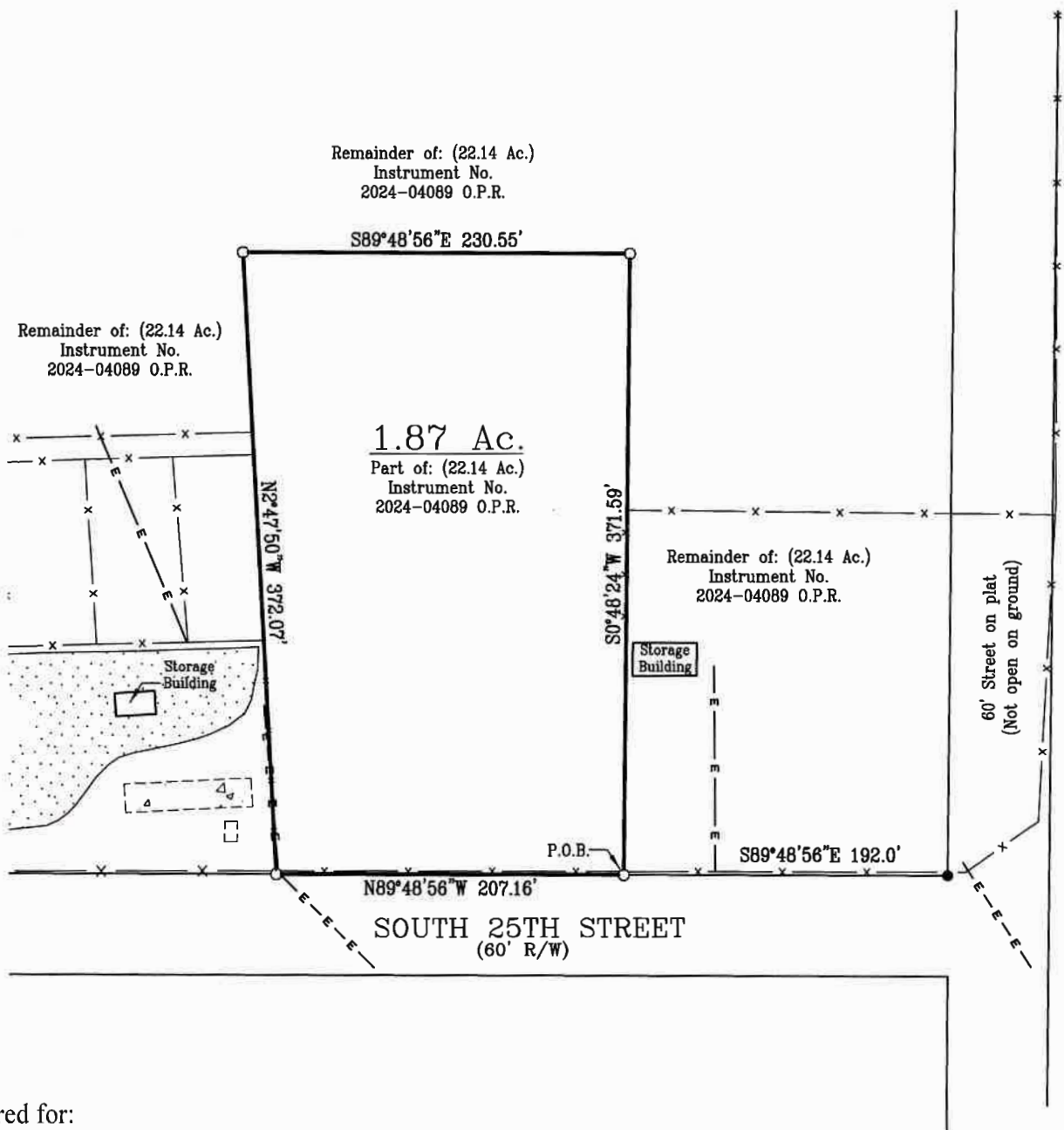
NOTE: This boundary survey completed without the benefit of a current title commitment. There could be easements which affect this property that are not shown hereon.

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 Box] = Gravel
- [Dashed Box] = Concrete

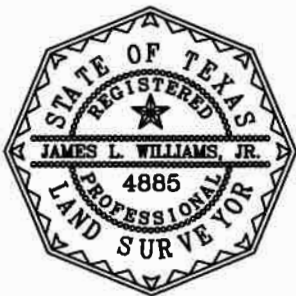


Survey prepared for:
Jeffery Lee Minnick and
Sandra A. Minnick

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;

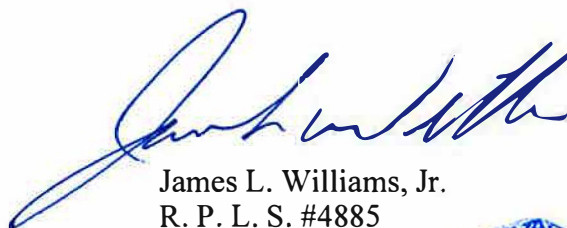
THENCE S89°48'56"E 230.55 feet to a 3/8" rebar w/GEOTEX cap set for the northeast corner of this tract;

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

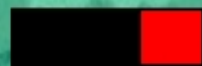


AO

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-



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 25th Street

Notification: 0 in Favor, 0 in Opposition

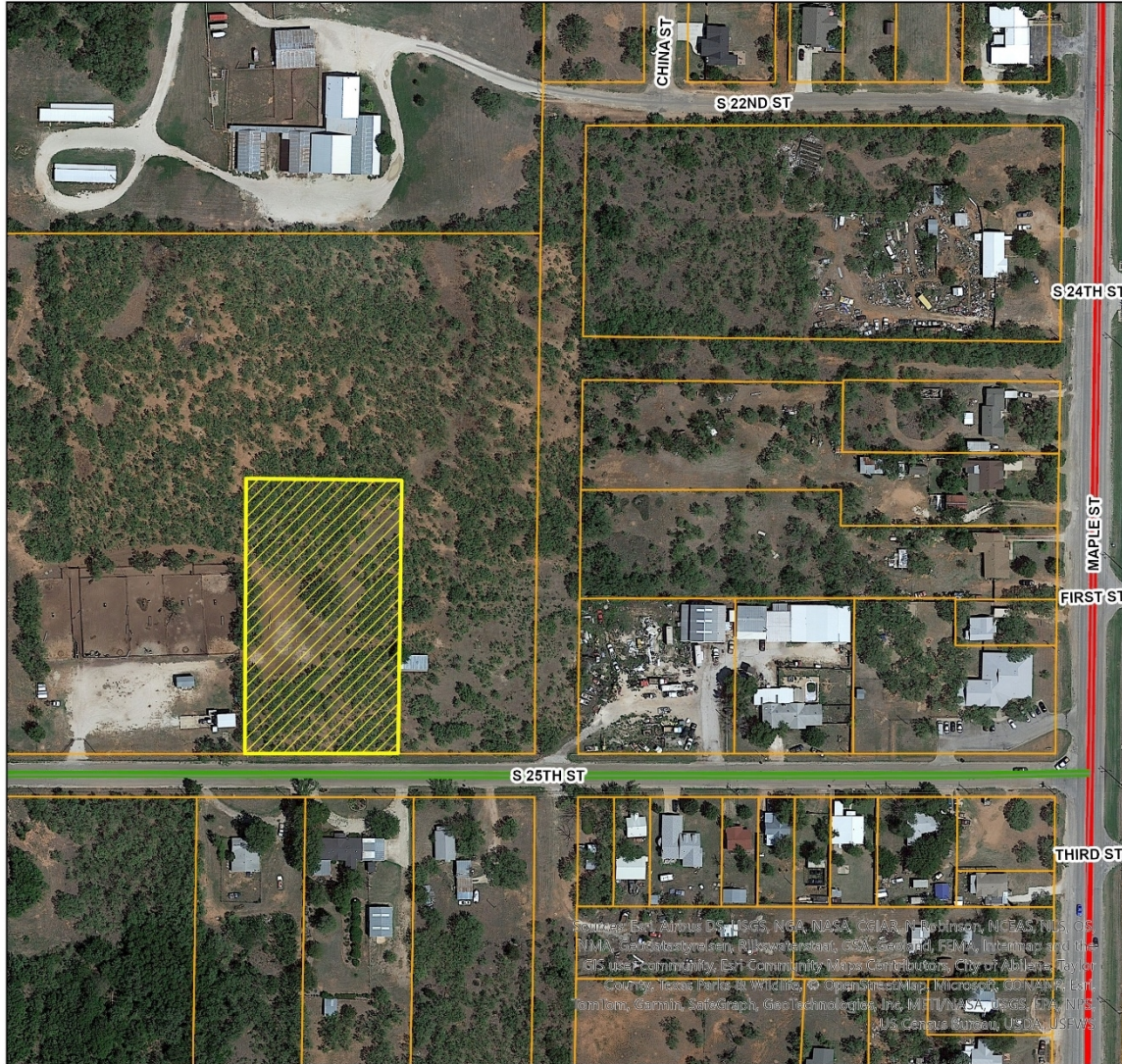
Planning & Zoning: August 6, 2024

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

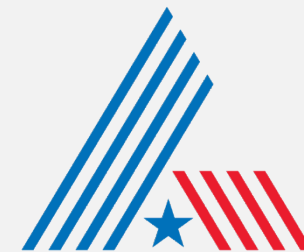


Legend

- 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

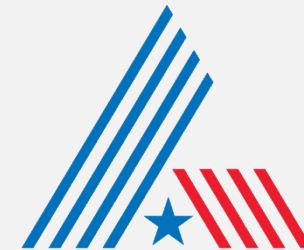
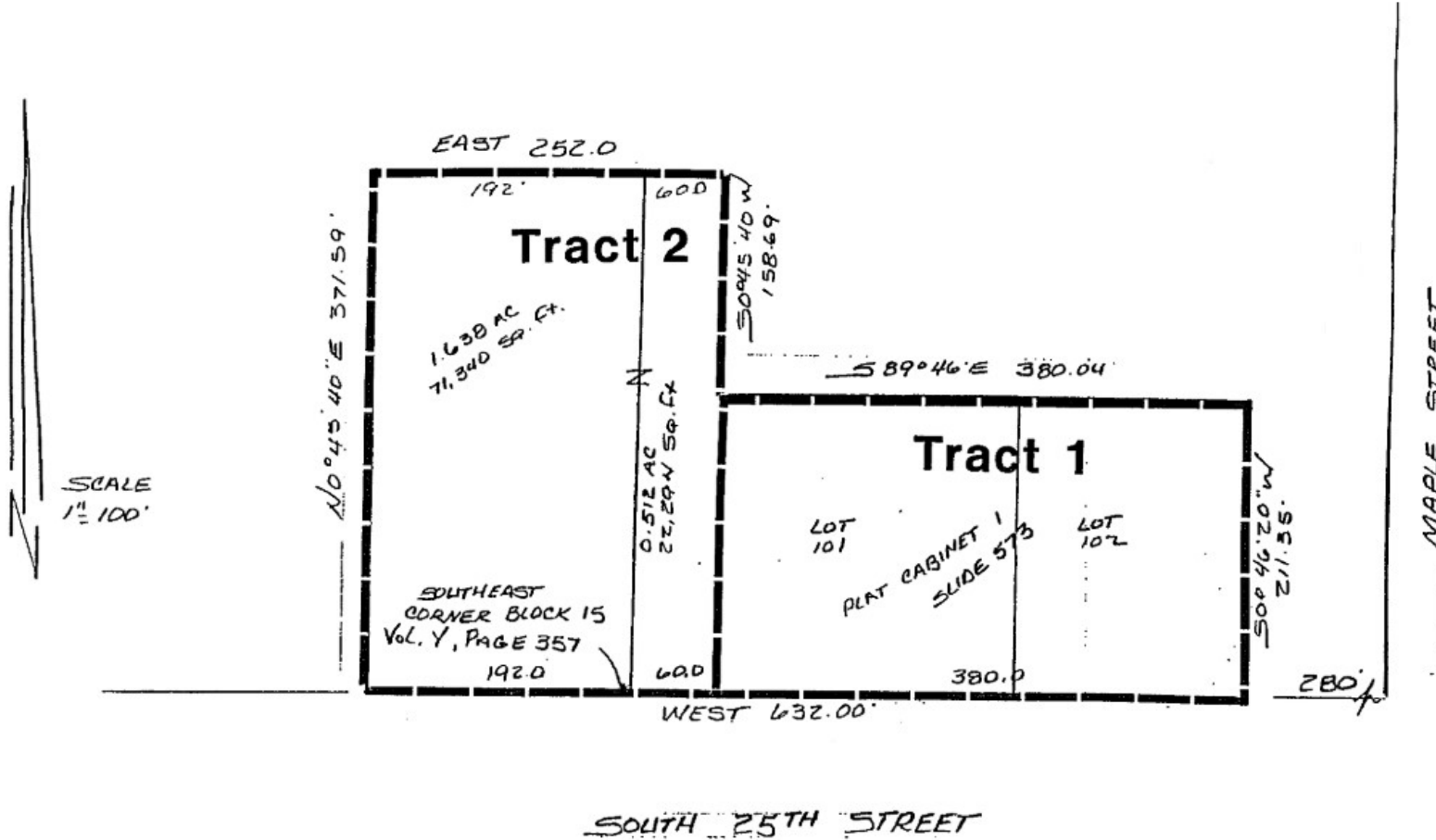
Miles



CITY OF
ABILENE
TEXAS



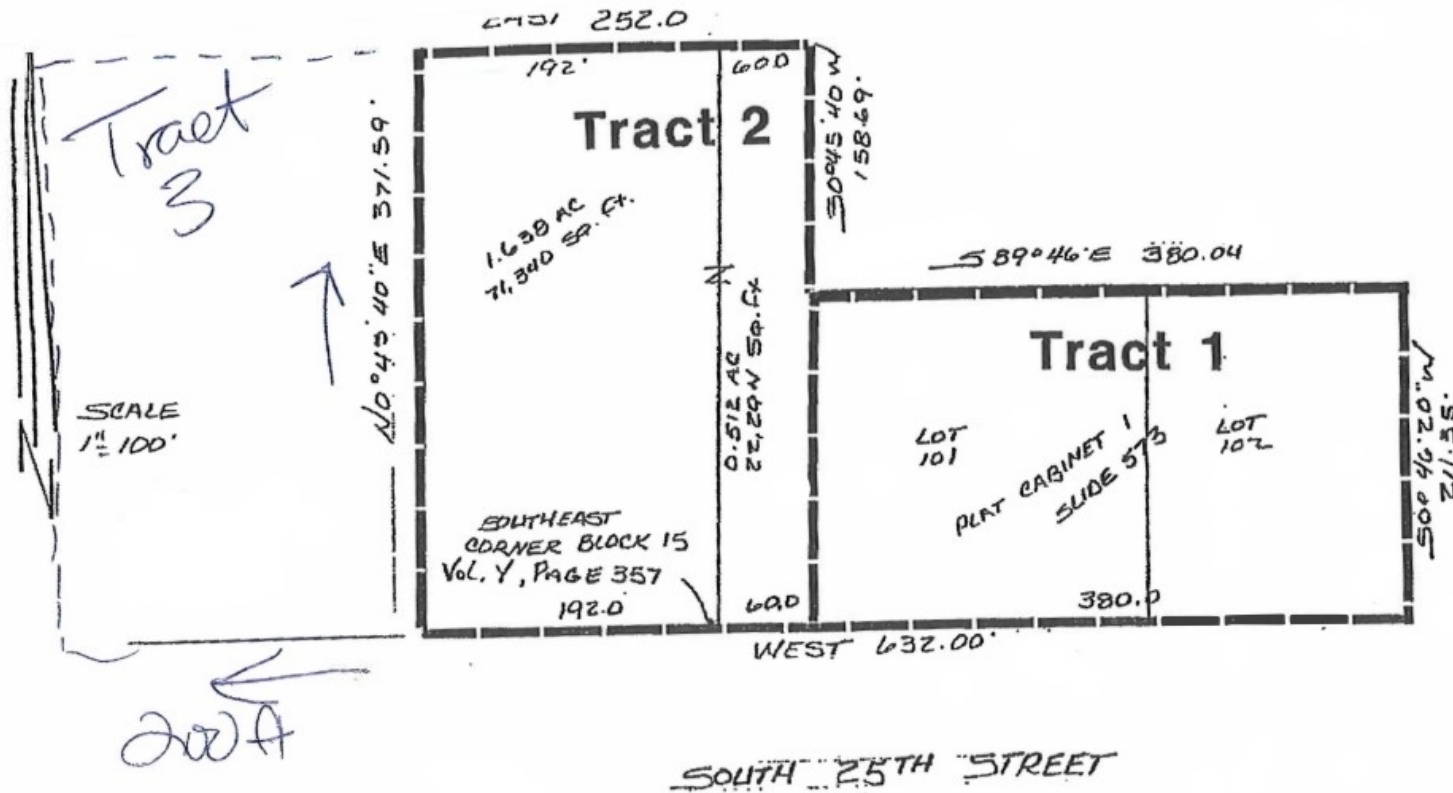
EXISTING CONCEPT PLAN



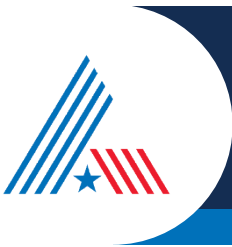
CITY OF
ABILENE
TEXAS



PROPOSED CONCEPT PLAN



CITY OF
ABILENE
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

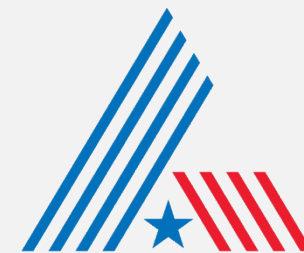
TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





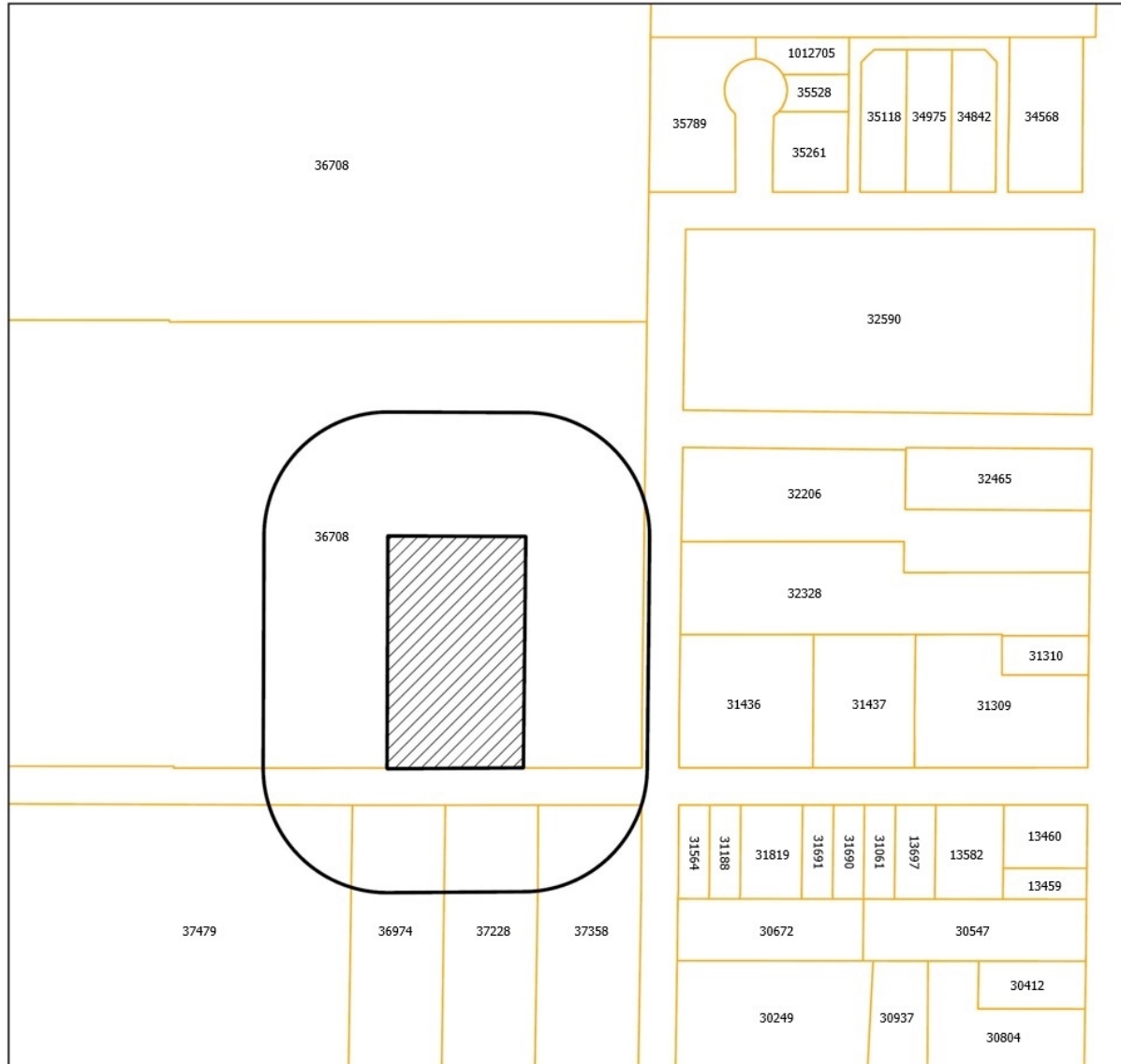
VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP



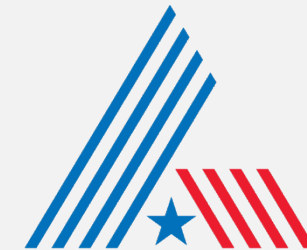
Legend

- 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: 8/22/2024

TO: Honorable Mayor and City Council Members

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)

1. Utility easement, .882 acres, between Dunham Dr and Boys Ranch Rd
2. 610 Walnut

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



**City Council
Agenda Memo**

City Council Meeting Date: 8/22/2024

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo, CEO Development Corporation of Abilene

SUBJECT: 20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving DCOA Project Road Runner (*Misty Mayo*)

GENERAL INFORMATION

Details to be provided during Council meeting

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - Project Roadrunner
2. 2024-08-22 DCOA Project Roadrunner - City Council - General Session

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
INCENTIVE FOR PROJECT ROADRUNNER ("COMPANY").**

WHEREAS, on January 23, 2024, the DCOA approved Resolution No. DCOA-2024.07 (the "**DCOA Resolution**") authorizing the DCOA's President to enter into an agreement with the Company for an incentive for Project Roadrunner in an amount up to \$10,536,000 (the "**Incentive**") in exchange for the Company's retention of 204 full-time employees ("**FTEs**") and creation of 26 new FTEs for total employment of 230 FTEs at the end of no less than 5-years; and,

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

- PART 1.** The City of Abilene hereby authorizes, in exchange for the Company's retention of 204 FTEs and creation of 26 new FTEs for total employment of 230 FTEs at the end of a period of no less than 5-years, the DCOA to provide the Company with an incentive in an amount not to exceed \$10,536,000, under the terms and as set forth in the DCOA Resolution.
- PART 2.** The DCOA's budget is hereby amended to include the expenditures described herein.
- PART 3.** This Resolution takes effect immediately upon its adoption.

ADOPTED this 22nd day of August, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



DEVELOPING ABILENE. TOGETHER.

Abilene City Council | Project Roadrunner
Misty Mayo, President and CEO
August 22, 2024

Available land is a competitive advantage for Abilene in attracting company expansions. The DCOA owns & operates Five Points Business Park.



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

OUR VISION

The Vision of the
Development Corporation of Abilene
is to build the future Abilene.

OUR MISSION

The Mission of the
Development Corporation of Abilene
is to lead economic growth in
Abilene by attracting and sustaining
industries that support job creation,
foster strong business, and ensure a
prosperous community.



World-wide Recognition



ECONOMIC DEVELOPMENT STRATEGIC PLAN



BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

Journey from Prospect to Company Partner



PROSPECT DEVELOPMENT

Marketing, national and global promotion, relationship building, targeted industry prospecting, hosting companies for site visits in Abilene, lead generation, etc.



DUE DILIGENCE

Prospective companies are thoroughly vetted by the DCOA's award-winning economic development experts. This includes performing proper due diligence to ensure a company can meet its commercial potential.



EVALUATION

DCOA leadership interviews and talks extensively with prospective companies, researches their public profile, performs financial reviews, and studies industry trends to evaluate if these companies are a good fit for Abilene.



APPROVAL

The DCOA Board of Directors must approve incentive packages for company projects. Some incentive packages for company projects also require approval from the City Council of Abilene.



BINDING AGREEMENT & COMPLIANCE

Once selected, there is a negotiation process with prospective companies before signing a binding contract and beginning the ongoing, long-term partnership with our community, including compliance obligations for their contract with the DCOA.

Project Roadrunner



Industry – Manufacturing

Project Type – Business Retention & Expansion and Workforce

- Local existing company

Project Summary

- Project will expand production capacity through automation
- **Total Capital Investment = \$87.8 Million**
- **Jobs Retained = 204 FTEs***
- **Jobs Created = 26 FTEs***
- **Average Annual Wage = \$60,000+ (for the Jobs Created & Jobs Retained)**

Real Estate Impact

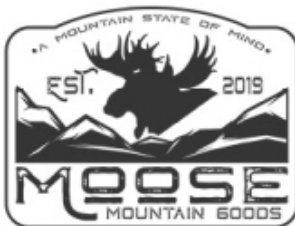
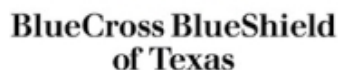
- Expansion at the company's current location

**FTE- Full Time Equivalent, is the unit of measure equivalent to an individual's hours worked in a year.
8 hours per day X 5 days per week = 40 hours per week.
40 hours X 52 weeks per year = 2,080 hours*

Proposed Incentive Package = \$10,536,000



est. 1948



Development Corporation of Abilene Board of Directors



Shea Hall

Board Chair

Retired West Texas Outreach Director
for Senator Ted Cruz
Abilene Business Owner



Tracy Howle

Board Vice Chair

Area President
First Bank Texas



Sam Vinson

Board Secretary and Treasurer

President
Pine Street Capital



Floyd Miller

Board Member

Financial Advisor
Osaic Wealth, Inc.



Buddy Napier

Board Member

President
HGN Operating

DCOA IMPACT HAS TRIPLIED IN THE PAST 5 YEARS



TRIPLIED IMPACT on Jobs

TRIPLIED IMPACT on Gross Product (area GDP)

*The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA*



Misty Mayo

President and CEO
Misty.Mayo@AbileneDCOA.com