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 February 13, 2025, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember 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 seperately, 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 January 23, 2025, the Special Workshop Meeting Held on January 31, 2025, the Special Called Meeting Held on February 4th, 2025, and the State of the City Address Held on February 4, 2025 ***(Shawna Atkinson)***

3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 3, 2025, for the Purpose of Electing Members to City Council Places 5 and 6 ***(Shawna Atkinson)***

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Ordering a Special Election for Saturday, May 3, 2025, for the Purpose of Issuing Bonds in the Amount of $20,000,000 for Airport Improvements ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General and Special Election to be Held on Saturday, May 3, 2025, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed ***(Shawna Atkinson)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Termination of Inactive Campaign Treasurer Appointments ***(Shawna Atkinson)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Memorandum of Understanding Between Keep Abilene Beautiful, Inc. and the City of Abilene ***(Michael Rice)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the Expenditures Between the City of Abilene and Incircle Management Inc. for Mowing Services ***(Michael Rice)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Dowtech Specialty Contractors, Inc. for the Sodium Hydroxide Bulk Storage & Dry Polymer Feed Improvements (***Rodney Taylor***)

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Purchasing a Dodge 5500 Chassis Purchase for the Abilene Fire Department ***(Cande Flores)***

11. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 6, Animals and Fowls, of the Abilene Code of Ordinances ***(Stanley Smith)***

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Dedicating Property Located at 601 Nth 8th Street (Property ID: 68478) as Addition of Parkland to Carver Park (***Lesli Andrews***)

13. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 22, Parks and Recreation, Article I, In General, Sec. 22-5, Camping, sleeping, parking overnight, of the Code of Ordinances ***(Lesli Andrews)***

14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Charging a Fee for Overnight Camping in Johnson Park and Sea Bee Park ***(Lesli Andrews)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

15. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Creation of a Second Reinvestment Zone No. RZ21-1 Being Approximately 940.89 Acres ***(Robert Hanna)***

16. **Resolution (Motion to Reconsider):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Resolution of Support for OPG Cypress Partners LLC Supporting their Proposed Project on 301 Cypress St. ***(Tim Littlejohn)***

17. **Ordinance (Final Reading) CUP-2025-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to

Approximately 91.21 Acres to Allow a 150' Tall Monopole Tower Within Agriculture Open (AO), Located at 1602 Loop 322 ***(Tim Littlejohn)***

18. **Ordinance (Final Reading) CUP-2025-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.57 Acres to Allow a Drive-Thru Lane, Located At 3210 Antilley Road ***(Tim Littlejohn)***

19. **Ordinance (Final Reading) Z-2025-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.00 Acres from General Retail (GR) to General Commercial (GC) Zoning, Located On The 6600 Block Of Buffalo Gap Road ***(Tim Littlejohn)***

20. **Ordinance (Final Reading) Z-2025-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Central Business (CB) to A Planned Development District (PDD-192), Located At 1066 S. 2nd Street ***(Tim Littlejohn)***

EXECUTIVE SESSION

21. **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
13. Violation of Laws Against City

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties,

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendments to the Amended and Restated Tax Abatement Agreements with Lancium ***(Robert Hanna)***

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

- Board of Adjustment

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 7th day of February, 2025, at 1:15 p.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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 January 23, 2025, the Special Workshop Meeting Held on January 31, 2025, the Special Called Meeting Held on February 4th, 2025, and the State of the City Address Held on February 4, 2025 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on January 23, 2025, the Special Workshop Meeting Held on January 31, 2025, the Special Called Meeting Held on February 4th, 2025, and the State of the City Address Held on February 4, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 01-23-2025 Minutes - Regular - Morning
2. 01-31-2025 Minutes - Special - Retreat
3. 02-04-2025 Minutes - Special
4. 02-04-2025 Minutes - Special - State of the City

CITY COUNCIL MEETING
January 23, 2025 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 January 23, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

Councilmember Blaise Regan delivered the invocation.

Paizleigh Ussery, 4th grader, Gabryellah Ussery, 5th grader, both from Purcell Elementary, and Gunner Ussery, 6th grader from Mann Middle School, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Awards:
  - Scott Douglas – Fire Department – 25 Years
  - Jeff Triano – Fire Department – 25 Years
  - Kevin Johnson – Fire Department – 25 Years
  - Bryan Proctor – Fire Department – 25 Years
- Proclamation:
  - National Mentoring Month – accepted by Big Brothers Big Sisters Abilene

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-13. Item 9 was pulled for individual consideration.

Item pulled for individual consideration:

- Item 9 – Councilmember Regan

PUBLIC COMMENTS

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

- Bambi Pugh
- Eddie Pugh
- Michael Suttle
- Dr. Glen Hall
- Kevin Phillips
- Abigail McCullan

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

CONSENT AGENDA

Councilmember Yates moved to approve the consent agenda consisting of 4-8 & 10-13. Councilmember Beard seconded the motion. Motion carried.

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

Mayor Hurt had a conflict of interest on item 10 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 10 alone was:

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

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 9, 2025

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Purchase of 95-Gallon Poly Refuse Containers from Toter, LLC
[ASSIGNED RESOLUTION NO. 06-2025]

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Purchase of 300-Gallon Poly Refuse Containers from Tank Holding Corp/Snyder Industries
[ASSIGNED RESOLUTION NO. 07-2025]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Discharge Permit
[ASSIGNED RESOLUTION NO. 08-2025]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with HSHN LLC for 1858 Sycamore St.
[ASSIGNED RESOLUTION NO. 09-2025]

10. Ordinance (First Reading) CUP-2025-01: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 91.21 Acres to Allow a 150' Tall Monopole Tower Within Agriculture Open (AO), Located at 1602 Loop 322

11. Ordinance (First Reading) CUP-2025-02: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.57 Acres to Allow a Drive-Thru Lane, Located At 3210 Antilley Road

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ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Resolution of Support for OPG Cypress Partners LLC Supporting their Proposed Project on 301 Cypress St.
[DENIED]

Having pulled the item, Councilmember Regan asked to hear the presentation on the item first. He had questions on the qualifications for the residents and the timeline of the project.

Tim Littlejohn, Director of Planning and Zoning, presented the item. Adoption of the item would support OPG Cypress Partners LLC., for a 60 unit apartment project located at 301 Cypress street.

Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

- Rebecca Bridges
- Sara Cater
- Derrick Cater

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

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

AYES (6): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, and Regan
NAYS (1): Councilmember Yates

REGULAR AGENDA

14. Resolution: Receive a Report, Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Collateral Assignment of Lancium, LLC and Abilene DC 1, LLC Tax Abatement Agreements to JP Morgan Chase Bank
[ASSIGNED RESOLUTION NO. 12-2025]

Robert Hanna, City Manager, presented the item. Adoption of the item would approve collateral assignments of the above referenced businesses' tax abatement agreements to JP Morgan Chase Bank.

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 Regan seconded the motion; motion carried.

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:28 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

15.A.551.071 (Consultation with Attorney)
13. Municipal Land-Use Regulations of Faith-Based, Religious Institutions

The Executive Session ended at 10:05 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:05 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY COUNCIL SPECIAL MEETING
January 31, 2025 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 a Special Called Work Session (Retreat) on January 31, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Lynn Beard delivered the invocation and led the pledges to the United States Flag and the Texas Flag.

The special called meeting was held for the purpose of holding the annual City Council retreat to provide the city manager the opportunity to present certain issues and obtain input from the City Council on the direction desired in specific service areas, as well as any new areas members of the City Council felt needed to be reviewed/included for staff follow up, research, strategy development, and/or project analysis.

PUBLIC COMMENTS

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

AGENDA ITEMS

2. Core Purpose, Core Values, Strategic Priorities:

City Manager Robert Hanna went over the agenda for the day, and then reviewed the City's core purpose, core values, mission statement, strategic goals, and a brief review of the Council's priorities.

Council asked to move efficient and cost effective government over to the strategic goals, and add water infrastructure and sources to the list of priorities.

3. Organization:

a. FY 2026 Preliminary Budget:

Mr. Hanna presented the FY 26 preliminary budget.

	Approved FY 2025	Projected* FY 2025	Projected FY 2026
Revenues	$ 132,434,351	$ 132,434,351	$ 134,702,088
Expenditures	(132,434,351)	(135,263,521)	(134,004,980)
Revenue Over (Under) Expenditures	-	(2,829,170)	697,108
Fund Balance Beginning	32,670,827	34,757,898	31,928,728
Fund Balance Ending	32,670,827	31,928,728	32,625,836
Required 25% Operating Reserve	31,878,728	31,878,728	32,446,636
Over (Under) Reserve Requirement	$ 792,099	$ 50,000	$ 179,200

*Expenditures include transfers of $2,829,170, which is the preliminary FY 2024 excess fund balance over required operating reserve. After deducting $800k to fund Year 2 of the AYSA 380 Agreement, $2,029,170 will be eligible to transfer to MIP.

Category	Description	Increase (Decrease)
Property tax	3.5% increase	1,870,712
Sales tax	1% increase	444,705
Franchise fees	Increase in utility funds franchise fees	449,660
Building Permit Fees	Fee increases to selected building permits	161,250
Interest income	Decreases in interest rates	(659,000)
Total increase in revenues		**$2,267,327**

Category	Description	Increase (Decrease)
Personnel costs	Meet & Confer payroll increase	$2,458,967
	Fire department full staffing for Station 9 and civil service step progression	1,028,135
	3% increase for non-civil service personnel	981,768
	Staffing for Daniels & Chavez Recreation Centers	409,069
	Reduce City health insurance contribution rate	(500,000)
Other charges & services	Credit reduction to fleet replacement charges	(800,000)
Transfers out	Reduce MIP sales tax transfer from 4.50% to 3.34%	(501,000)
	Reduce transfers for Police and Fire Apparatus	(200,000)
	Reduce transfers for Transit, Health, Self-Insurance	(1,200,000)
All other changes		(106,310)
Total increase in expenditures		**$1,570,629**

Mr. Hanna asked Council what else should be funded in FY 26. There is also $400,000 needed for the new library facility that is not in the slides. Councilmember Price asked if the budget for the new rec centers will be enough to cover the library personnel moving over there. Mr. Hanna stated that they think they can move the current staff at Mockingbird over to them and make it work. Councilmember Regan asked about bus drivers and issues finding them. Mr. Hanna spoke about the concerns facing Citylink, especially in hiring new bus drivers. Councilmember Beard asked if the PD & Fire apparatus funds were adequately funded and Mr. Hanna let him know they are. Councilmember Yates asked about property valuations, but it is too early to know about those.

b. Paid Parking / Park Mobile

Mr. Hanna spoke about Park Mobile, an app the City is considering to use for paid parking in the downtown area. He showed what the app does and how it works. At this time, we are looking at the lot next to the Doubletree hotel, and the new lot on Pine, next to the Motis building. The other two city lots would remain free in this proposal, as well as the street parking. The reason behind this is that there are a lot of businesses using these lots for commercial vehicles and taking up the spaces that should be used for people visiting downtown. Councilmember Regan stated his concerns he's heard from downtown stakeholders on this, and he does not think it is a good idea at this time. Mayor Pro-tem McAlister asked for this to happen in 2018, so he is on board. Deputy Mayor Pro-tem Craver asked about enforcement and about the chances that cell phone signal wouldn't work in the event of a large crowd downtown, like during parades. Mr. Hanna stated that we would use the people we currently have for parking enforcement, and that we can definitely turn the app off for paid parking in certain situations, if there could potentially be an issue like that. Councilmember Yates would like to see the first two hours free for all of them, and the potential for business owners to "validate" parking for people. Deputy Mayor Pro-tem Craver would like to see a discounted rate for business owners. Councilmember Beard would like to see different numbers on parking before he can make a decision.

The consensus of Council is for staff to come back with more information on this and to engage stake holders in the downtown area better first.

Mayor Hurt recessed the meeting for a 10 minute break at 9:25 a.m.

c. Firemen's Relief & Retirement Fund

Mr. Hanna went over the Firemen's Relief & Retirement Fund, explaining what it is and why we have it. We currently have $71,966,776 in unfunded liability. This means if everyone retired at the same time, we would only be able to fund 45.3%. He has worked with the board for several years now to come up with a solution to this. The City currently contributes 21.25% of firefighter gross wages to the pension fund and firefighters contribute 15.20% of their gross wages, totaling 36.45% going into the fund. The question has become what the annual debt service would be to fully fund the pension liability with a public debt restructuring. Hilltop Securities did a debt service review in October of 2024. Here are those numbers:

PROCEEDS	TERM	RATE	ANNUAL DEBT SERVICE	POTENTIAL DIFFERENCE*
$50,000,000	20	5.87% (+75 bps)	$4,269,160	($2,393,712)
$50,000,000	30	6.12% (+75 bps)	$3,659,338	($3,003,534)
$60,000,000	20	5.87% (+75 bps)	$5,120,294	($1,542,578)
$60,000,000	30	6.12% (+75 bps)	$4,388,783	($2,274,089)
$70,000,000	20	5.87% (+75 bps)	$5,972,240	($ 990,632)
$70,000,000	30	6.12% (+75 bps)	$5,118,526	($1,544,346)

Council discussed the various options before them at length. There were questions about switching to TMRS versus this and the benefits of that, how it got to this point, and what we need to see to move forward.

Council would like to see the report from the actuarial to see how we can go about fixing this, but they are not opposed to using debt services to reduce this liability.

4. Capital Improvements:

a. Street Improvements

Max Johnson, Director of Public Works, gave a presentation on street improvements, showing the "rainbow map" of street work that has been completed since 2017. We've improved 29% of roads since 2016, an invested $140 million from various sources. He went over the 2025 projects that have already been approved by the board and Council, as well as a list of 2026 projects that will be up for consideration.

b. Boat Ramps at Lake Fort Phantom

Lesli Andrews, Director of Parks and Recreation, gave a presentation on the boat ramps at Fort Phantom. After the completion of the Fort Phantom Master Plan, boat ramp improvements were a large priority, so staff has looked at updating both the Northwest boat ramp (the larger one the public uses), and the Southeast boat ramp (the smaller one that Tige boats mainly uses). She showed pictures of the ramps and went over the improvements that would be done. For the Northwest ramp, the total forecasted project cost would be $2,275,746, and for the Southeast ramp, the total forecasted project cost would be $1,871,496. There are several grant opportunities we are exploring to help pay for some of this but there is a match and a cap on them.

Council had questions about the restroom facilities, and coordinating the grants with Texas Parks & Wildlife.

c. Airport Terminal Expansion

Don Green, Director of Transportation, presented the airport terminal expansion project. Mr. Green showed the renderings and design work they have worked with Parkhill to come up with. The original terminal was built in 1968 and is in need of significant repairs. The screening checkpoint is too crowded and needs another lane, much of the HVAC system and other mechanical systems are at end of life, the boarding area seats 60 people and the current aircraft seats 76, along with other issues. The restrooms were modernized and the terminal interior was brightened up two years ago, and those elements will carry into this future project.

This plan will give the exterior a fully-modern façade with lots of glass. It will demolish the upper level driveway, making all inbound and outbound passengers use the ground level, and create a third lane of traffic. The escalators will be replaced with larger, glass elevators, the screening checkpoint will be relocated for more room, the airline ticket counter will be moved downstairs on the new ground level lobby, and the rental car companies relocated to the other side of that. Admin offices will be expanded. The boarding area will be expanded, adding almost 5,000 square feet, with larger restrooms, a nursing mother's room, vending area, and VIP/business space, and a new jet bridge can be added in the future, if needed. There will also be a semi-enclosed balcony to allow passengers access to the outside, while still in the secured area.

The architect has estimated the project will cost around $70 million, and there is the possibility of using some FAA grants, which would put the city's projected cost of approximately $20 million. Mr. Green presented options the Council could look at funding this, including a bond election.

Council discussed the timeline of the project with Mr. Green. All agree that it is needed, but that it needs to be voted on by the citizens. Council had questions about election deadlines, but would like to see this put on the May 2025 election ballot, if possible. Staff will work with bond attorneys to see if this can be done, if not, they will look at November 2025.

Mayor Hurt recessed the meeting for a lunch break at 11:56 a.m., and resumed the meeting at 12:30 p.m.

a. Convention Center Improvements

Mr. Hanna turned the meeting over to Steven Galbreath with Garfield Public Private, who presented the plans they have come up with for Convention Center upgrades. Mr. Galbreath went over the existing facilities and needs, and then showed the plans they have for updates. This includes updates to the atrium area, terraces on either side of the building, ADA compliance upgrades, seating in the auditorium, and updates to the dressing rooms, green room, board meeting areas, banquet areas, restrooms, concessions, and kitchen. Plumbing, lighting and sanitary underground also needs replacement. There are 22 total areas that they are looking to upgrade. All of the above would be for a total of $72,285,614.70, escalating at 5% a year if it gets pushed back from 2025.

Mr. Hanna spoke about the differences between the Convention Center and Abilene Heritage Square, and helping to elevate the Convention Center to a comparable space to them and the Doubletree. Councilmember Regan questioned why the exhibit hall was left off the upgrades list, but this was upgraded in 2015 with a bond election. Mayor Hurt thinks the auditorium, and everything associated with it should be the priority. He would like to see the extra aisles in between the seats though. Mayor Pro-tem McAlister agrees but also adds the restrooms to the priority list. Council questioned why these items are put in the priority they are, and they would like to see a ranking of code/safety issues, then revenue potential, and

convenience/aesthetic before making any decisions. Mr. Hanna spoke about the possible funding options, which would be either adding a second venue district or a bond election.

Mayor Hurt recessed the meeting for a five-minute break at 1:35 p.m.

b. Schneider Phases 5 & 6

Mr. Hanna went over the history of the Schneider enhancements the City has done. We've updated over 37 buildings and seen a 27.5% reduction in utility usage since 2008. He went over the potential savings we can see with new phases to this project. Phase 5 would include a number of HVAC upgrades to many facilities, building automation system upgrades, electrical panel upgrades, elevator refurbishment at the Convention Center, Rose Park Adaptive Rec, and the Northeast Water Treatment plant. This would also include building envelope improvements for energy weatherization. Phase 5 would be a total of $11-13 million, but the energy savings will not pay for the full price. This would have to be a debt issuance.

Phase 6 would be for backup generators at the Northeast and South Water Treatment Plants, at an estimate of $13-15 million. After Winter Storm Uri, there was discussion of a microgrid system, but this would replace that idea. Matthew Dane, Assistant Director of Water Utilities, spoke about the critical portions of our facilities and what they are doing to prepare for future outages like that storm.

Councilmember Yates asked if the South Water Treatment Plant needed to be paired with the OH Ivy Pump Station, so they can work together, but Mr. Dane said that there is no need for that. Council also questioned if this would all be done in conjunction with any potential upgrades to the Convention Center, so things aren't done twice, and it will be.

c. Water Infrastructure

Matthew Dane and Jeremiah Bihl, Assistant Directors of Water Utilities, presented this item. They gave a detailed overview of the water system, with average demand and peak demand. The Grimes plant has been in service for 85 years and has reached its end of life. The 2019 Water Master Plan timeline shows that shutting down Grimes seems to be the best option, but the PFAS regulations that have come out have made that timeline speed up. The original idea was a pay-as-you-go cash process, with a total of $171,300,000 total over time. Mr. Dane spoke about the revenue and expense look back from 2019-2023 and the lessons they've learned. COVID made a significant impact on their expenses. Consistent and steady rate adjustments have allowed them better flexibility to take on future challenges.

Mr. Bihl went over the PFAS timeline. The EPA has set a regulation timeline and April 2029 is when utilities have to start implementing things to reduce PFAS. He went over the regulations and a timeline of their Master Plan now with these updated regulations. The Northeast Water Treatment Plant needs to be upgraded before we can shut Grimes down, and a cross-town pipeline is also needed. Upcoming challenges were discussed, such as the PK Raw Water Roughing facility, and staffing that since it is so remote. Funding sources were discussed, including the Texas Water Development Board, and the WIFIA program through the EPA. Mr. Dane talked about cash funding this process, but they would like guidance before they come back with an updated timeline and better numbers. Council would like to see a combination of the special debt funded and cash funded options to help build our cash reserve.

Mr. Hanna announced Rodney Taylor's retirement and Council thanked him for his service to the City.

5. <u>Community:</u>

a. Land Development Code:

Tim Littlejohn, Director of Planning and Development Services, presented an update to the Land Development Code. The first update will be to Module 1, which will consolidate a few things. Three single-family districts will be combined into one RS district, 5,000 square feet/50-foot width minimums, 6 commercial districts combined into 3, uses consolidated to reduce complexity (from 219 to 121), and removing a commercial overlay district along Ambler and Pine Street. They are also reconfiguring landscaping sections to allow more flexibility and incentivize low-water plants, consolidating buffer yard requirements to reduce complexity, and streamlining parking requirements and adding administrative reductions based on site factors or parking study.

The committee will start work on the review of Module 2 soon. Councilmember Price and Councilmember Beard requested a copy of the changes in advance so they can review them. Mr. Littlejohn stated that these updates will be easier to read and understand than the current code.

b. Abilene Heritage Square:

Julee Hatton, Library Director, presented updates on Abilene Heritage Square. She went over the history of the building since 1924, and the proposed changes. The new library will encompass three floors, and feature a podcast/recording studio, a makerspace, a dedicated children's floor, and study and meeting rooms. They expect substantial completion by March 13, 2026, move in on March 16, 2026, and a grand opening date of April 24, 2026. Mr. Hanna noted that we will be discussing this on the February 13th agenda, as well.

c. Property Tax Exemption for Daycares:

Mr. Hanna spoke about SB1145, which allows for property tax exemptions for daycare facilities, allowing for 50% or 100% of the taxable value of certain eligible facilities. A map of the potentially eligible facilities was shown. If we pass this, this gives the facilities the option to use the savings or put it back into their facility or payroll, whatever they see fit. There is a 20% CCS enrollment requirement that the facility will have to report on. Councilmember Price is not in favor of this. He thinks it means other citizens will have to pay more to offset this. Councilmember Yates agrees. Mayor Pro-tem McAlister is fine with starting at 50%, but questioned if Council can stop it once it's started. Yes, it would just be like repealing an ordinance. Mayor Hurt likes being able to help daycares, but not if they are going to profit from it. Council needs more details before a decision can be made on this.

Councilmember Price asked about bond election timelines. The airport renovations will be the only bond election at this time.

ADJOURNMENT

There being no further business, the meeting adjourned at 3:31 p.m.

_____ _____

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL SPECIAL MEETING
February 4, 2025 at 9:00 a.m.

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

The City Council of the City of Abilene, Texas met in a Special Called Meeting on February 4, 2025, at 9:00 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

AGENDA ITEMS

10. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Creation of an Amended Reinvestment Zone No. RZ21-1 Being Approximately 940.89 Acres

    Robert Hanna, City Manager, presented the item. Adoption of the item would create a Second Reinvestment Zone, RZ-21-1, on 940.89 acres of land.

    Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

    - Samuel Garcia

    The following spoke on the item:

    - Tammy Fogle

    With no other 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 (7): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan, and Yates
    NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 9:17 a.m.

_____ _____

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL SPECIAL MEETING
February 4, 2025 at 3:15 p.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
DOUBLETREE BY HILTON HOTEL - BALLROOM

The City Council of the City of Abilene, Texas met in a Special Called State of the City address on February 4, 2025, at 3:15 p.m. at the Doubletree by Hilton Hotel, 500 Cypress Street, Ballroom, Abilene, Texas. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmember Brian Yates. Councilmembers Shane Price, Lynn Beard, and Blaise Regan were absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

The special called meeting/work session was held for the purpose of presenting the Mayor's Annual State of the City address.

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

After a kick-off and introduction video was played, City Manager Robert Hanna then welcomed everyone to the event, and introduced Mayor Weldon Hurt.

Mayor Hurt's State of the City address covered issues in the following areas:

- Cypress Street Improvement Project
- Street Maintenance
- The Future of Water
- Bond Projects Update
- Rebuild ABI update

After Mayor Hurt's address, Mari Cockerell, Communications Director, facilitated a panel Q&A session with Phil Crowley, Taylor County Judge, Misty Mayo, CEO of the Development Corporation of Abilene, Dr. John Kuhn with Abilene ISD, Joey Light with Wylie ISD, Doug Peters with the Chamber of Commerce, and Mayor Weldon Hurt and City Manager Robert Hanna. Questions were submitted online ahead of the meeting. Questions included topics on:

- West Texas Water Partnership and the Cedar Ridge Reservoir
- Lancium / Project Stargate
- AISD Strategic Planning and Reorganization
- AISD School Choice
- WISD Bond Investments
- WISD Cell Phone Policies
- Downtown Initiatives
- Dyess Air Force Base and the B-21 Raider
- County Growth in the Wylie Area
- Taylor County Budgeting
- Bringing Business to Abilene with the DCOA

Mr. Hanna wrapped up the event with closing remarks and thank-yous and the meeting was adjourned.

ADJOURNMENT

There being no further business, the meeting adjourned at 4:57 p.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **3. Resolution: Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 3, 2025, for the Purpose of Electing Members to City Council Places 5 and 6 *(Shawna Atkinson)***

GENERAL INFORMATION

Article III (Elections), Section 24 (Annual elections), of the Abilene City Charter provides for the order of an election for those members whose terms are expiring and that the election shall be held on such date as prescribed by the election laws of the State of Texas. Further, Section 25 (Regulation of Elections), requires all elections be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the council for the conduct of elections.

In May 2025, the terms expire for City Council Places 5 & 6. Therefore, an election must be held for City Council Places 5 & 6 in May 2025.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the May 6th election, the deadline for ordering the election is Friday, February 14, 2025. Thursday, February 13, 2025, is the last City Council meeting day to order the election without having to schedule a special meeting.

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

SPECIAL CONSIDERATIONS

Council seats up for Election in May 2025 are City Council Place 5 (at-large) and City Council Place 6 (at-large)

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution ordering the election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. ENGLISH Resolution Order 2025 General Election - Places 5 & 6
2. SPANISH Resolution Order 2025 General Election - Places 5 & 6
3. Presentation - Ordering 2025 General Election

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 3, 2025, FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER FROM PLACE 5 AND ONE COUNCILMEMBER FROM PLACE 6.

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

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

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

WHEREAS, locations of the polling places are as designated in Exhibit A, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: https://www.taylorcounty.texas.gov/212/Elections or by contacting:

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

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, Texas, as reflected in Exhibit B, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: https://www.taylorcounty.texas.gov/212/Elections or by contacting:

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

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Tuesday, April 22, 2025, and sent to the following:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: freda.ragan@taylorcounty.texas.gov

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

An election is hereby ordered to be held on Saturday, May 3, 2025, for the purpose of:

> Electing one Councilmember from Place 5 and one Councilmember from Place 6, for the City of Abilene.

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

ADOPTED by the City Council of the City of Abilene on the 13th day of February, 2025.

ATTEST:

CITY SECRETARY	**MAYOR**
	APPROVED:
	CITY ATTORNEY

RESOLUCIÓN NUM._____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL SABADO, 3 DE MAYO DEL 2025, CON EL PROPÓSITO DE ELEGIR UN MIEMBRO DEL CONSEJO PARA EL LUGAR 5 Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 6.

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

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

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

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

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

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

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

CONSIDERANDO que, solicitudes de balotas por correo deberan recibirse a mas tarde de las 5:00 p.m. el Martes, 22 de Abril del 2025, y envirarse a lo siguiente:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: freda.ragan@taylorcounty.texas.gov

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

Una elección se pide por este medio para que se lleve acabo el Sabado, 3 de Mayo del 2025, para el propósito de:

Elegir un Miembro del Consejo para el Lugar 5, y un Miembro del Consejo para el Lugar 6 de la Ciudad de Abilene.

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

ADOPTADO por el Consejo de la Ciudad de Abilene este dia 14 de febrero del 2025.

DA FE:

_____
Secretaria de la Ciudad

_____
Alcade

APROBADO:

_____
Abogado de la Ciudad

Resolution:
Ordering a General Election for May 3, 2025

CITY OF ABILENE TEXAS

General Election Order

- Election Day: Saturday, May 3, 2025
- Ballot: City Council Places 5 & 6
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County
- Cost: None; only the contract ($113,779.86 Estimate)
- Early Voting: Tuesday, April 22 through Tuesday, April 29, 2025
- Election Day Voting: Saturday, May 3
- Canvass tentatively scheduled for Tuesday, May 12 at 10:00 a.m. (Special Mtg.)
- Runoff Election, if needed: Saturday, June 7

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Take Action on Ordering a Special Election for Saturday, May 3, 2025, for the Purpose of Issuing Bonds in the Amount of $20,000,000 for Airport Improvements *(Shawna Atkinson)***

GENERAL INFORMATION

In the January 31, 2025, City Council Retreat. The City Council expressed their desire to hold a special election this May for the purpose of issuing bonds in the amount of $20,000,000 for airport improvements. The City has engaged McCall, Parkhurst & Horton, bond attorneys, to prepare this election. Section 25 (Regulation of Elections), requires all elections to be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the council for the conduct of elections.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the May 6th election, the deadline for ordering the election is Friday, February 14, 2025. Thursday, February 13, 2025, is the last City Council meeting day to order the election without having to schedule a special meeting.

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

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution ordering the election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Abilene - reso BE
2. Abilene - reso BE - certificate
3. Abilene - exhibit B
4. Presentation - Ordering 2025 Special Election

RESOLUTION NO. _____

A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF ABILENE, TEXAS; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO THAT ELECTION

WHEREAS, the City Council (the *Council*) of the CITY OF ABILENE, TEXAS (the *City*), located in Taylor and Jones Counties, Texas (individually, the *County*, collectively, the *Counties*), finds that a special election (the *Election*) should be held to determine whether the City will be authorized to issue general obligation bonds in the amount and for the purposes identified in this resolution (the *Resolution*); and

WHEREAS, the City will contract with the elections administrator of Taylor County (the *Administrator*) to conduct all aspects of the Election for the City's registered voters regardless of their county of residence; and

WHEREAS, the Election may be conducted by the County and held jointly with other political subdivisions for which the County is also conducting its elections (such other political subdivisions, collectively, the *Participants*), pursuant to a joint election agreement according to the Texas Election Code, as amended (the *Code*); and

WHEREAS, the Council hereby finds that the actions described above are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. Election Ordered; Purpose; Amount. The Election will be held in the CITY OF ABILENE, TEXAS on May 3, 2025 (*Election Day*), which is a uniform election date under the Code and is not less than 78 days nor more than 90 days from the date of the adoption of this Resolution, for the purpose of submitting the following legal question to the qualified voters of the City:

City of Abilene Measure A

Should the City Council of the City of Abilene, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than $20,000,000 for the purpose of designing, expanding, constructing, renovating, improving, upgrading, updating, and equipping airport improvements at the City's airport, including the terminals, runways, taxiways, roadways, aprons, fuel centers, parking lots, and other facilities incident and related to the operation of the City's airport, and acquiring lands, and the acquisition of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the

City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

SECTION 2. Ballots. The official ballots will permit voters to vote "FOR" or "AGAINST" the measure above with the following ballot language:

City of Abilene Proposition A

The issuance of bonds in the amount of $20,000,000 for airport improvements and the levy of taxes sufficient to pay the principal of and interest on the bonds.

SECTION 3. Polling Details.

A. One or more City election precincts are established for Election Day from 7:00 a.m. to 7:00 p.m. with one or more corresponding polling places as identified on Exhibit A to this Resolution. As permitted by the Code, polling places may be changed without further Council action; any changes will not affect this Resolution or subsequent notice of election.

B. Exhibit A also includes the places, dates, and hours for early voting in person. As permitted by the Code, these details may be changed without further Council action; any changes will not affect this Resolution or subsequent notice of election. Applications for voting by mail should be received no later than the close of business on April 22, 2025. Applications should be sent to the Early Voting Clerk named below. If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original.

SECTION 4. Administrator. To the extent required by the Code or other applicable law, the appointment of election officials at polling locations will include a person fluent in the Spanish language.

A. The Administrator will appoint Presiding Judges, Alternate Presiding Judges, and Election Clerks.

B. The Early Voting Clerk is Freda Ragan; mailing address: P.O. Box 3318, Abilene, TX 79604; physical address: 400 Oak Street, Suite 101, Abilene, TX 79602; phone: (325) 674-1216; fax: (325) 674-1340; and email: vote@taylorcounty.texas.gov. The Early Voting Clerk will appoint the Deputy Early Voting Clerks.

C. The Administrator is authorized to establish an Early Voting Ballot Board and to designate its Presiding Judges and, if needed, the members of the Signature Verification Committee.

D. The Administrator is authorized to utilize a Central Counting Station (the *Station*) if needed and will appoint the Station Manager with the authority to appoint the Tabulation Supervisor, the Programmer, and any Clerks for the Station.

SECTION 5. Qualified Voters. The City's qualified voters (as defined by the Code) will be entitled to vote in the Election at the dates, times, and places reflected on Exhibit A.

SECTION 6. Legal Compliance. The Election and notice of Election will be held and conducted according to the Code and other applicable law. To the extent required by law, materials relating to the Election will be printed in English, Spanish, and any other required language.

SECTION 7. Debt Obligations. The following information is calculated based on bond market conditions as of the date of the adoption of this Resolution; is further explained in one or more voter information documents attached to this Resolution as exhibits; and is not intended to serve as a cap or other restriction should the bonds be authorized at the Election.

A. The aggregate amount of the outstanding principal of the City's debt totaled $386,870,000 (including maintenance tax debt, if any).

B. The aggregate amount of the interest owed on the City's debt obligations, through respective maturity, totaled $125,439,539.

C. The City levied an ad valorem debt service tax rate for its outstanding debt obligations of $0.1656 per $100 of taxable assessed valuation.

D. The maturity date of the proposed bonds will not exceed the maximum number of years authorized by law.

E. The maximum interest rate for any series of bonds authorized at the Election is 4.75% (expressed as a net effective interest rate).

SECTION 8. Contracting Authority. The Council authorizes the Mayor, the City Manager, or their designees to negotiate and enter into one or more joint election agreements, election services contracts, or similar contracts with the County, acting by and through the Administrator, and any Participants if desired or if required to comply with applicable law.

SECTION 9. Modifications. The Council acknowledges that information required to complete the Exhibits to this Resolution may not be available when the Election is ordered, and the Council therefore authorizes the City Secretary, the City Manager, or their designees to correct, modify, or change the Exhibits to the extent permitted by applicable law. Additionally, the Council authorizes these individuals to make technical modifications to this Resolution that are necessary for compliance with applicable law or to carry out the intent of the Council as evidenced in this Resolution.

SECTION 10. Findings. The recitals contained in the preamble of this Resolution are found to be true.

SECTION 11. Conflicts. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of

such conflict, and the provisions of this Resolution will be and remain controlling as to the matters ordered herein.

SECTION 12. Controlling Law. This Resolution will be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. Open Meetings. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. Severability. If any provision of this Resolution or the application of this Resolution to any person or circumstance is held invalid, then the remainder of this Resolution remains effective.

SECTION 15. Effective Date. Pursuant to Section 1201.028, as amended, Texas Government Code, this Resolution is effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of resolutions.

* * *

PASSED AND APPROVED on February 13, 2025.

CITY OF ABILENE, TEXAS

_____

Weldon W. Hurt
Mayor

ATTEST:

_____

Shawna Atkinson
City Secretary

(CITY SEAL)

[Signature Page to the Resolution Calling a Bond Election]

CERTIFICATE OF CITY SECRETARY TO BOND ELECTION RESOLUTION

THE STATE OF TEXAS	§
COUNTIES OF TAYLOR AND JONES	§
CITY OF ABILENE	§

THE UNDERSIGNED HEREBY CERTIFIES that:

On February 13, 2025, the City Council (the *Council*) of the City of Abilene, Texas (the *City*) convened in regular session at its regular meeting place (the *Meeting*). The duly constituted members of the Council are:

Weldon W. Hurt	Mayor	Travis Craver	Deputy Mayor Pro-Tem
Shane Price	Councilmember	Lynn Beard	Councilmember
Blaise Regan	Councilmember	Brian Yates	Councilmember
Kyle McAlister	Mayor Pro Tem		

Absent members were:_____.
Thus, a quorum considered the attached resolution (the *Resolution*) entitled:

> A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF ABILENE, TEXAS; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO THAT ELECTION

After presentation and discussion, Councilmember _____ moved for passage of the Resolution. The motion carried by the following vote as shown in the official Minutes:

_ voted "For" _ voted "Against" _ abstained

The attached Resolution is a true and correct copy of the original on file in the official records of the City. The duly qualified and acting members of the Council on the date of the Meeting are those persons shown above, and each member of the Council was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered. The Meeting and deliberation of the aforesaid public business was open to the public; and written notice of the Meeting, including the subject of the Resolution, was posted in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

SIGNED AND SEALED ON _____, 2025.

_____
Shawna Atkinson
City Secretary, City of Abilene, Texas

(CITY SEAL)

Exhibit B *(Anexo B)*

VOTER INFORMATION DOCUMENT *(DOCUMENTO DE INFORMATIVO PARA LOS VOTANTES)*

City of Abilene, Texas Proposition A: *(Propuesta A del la Ciudad de Abilene, Texas:)*

□ For *(a favor)* □ Against *(en contra)*	The issuance of bonds in the amount of $20,000,000 for airport improvements and the levy of taxes sufficient to pay the principal of and interest on the bonds.	

principal of debt obligations to be authorized *(capital de obligaciones de deuda que se autorizará)*	$20,000,000
estimated interest for the debt obligations to be authorized presuming an interest rate of _4.75_% *(interés estimado para las obligaciones de deuda que se autorizarán asumiendo una tasa de interés del___%)*	$11,098,900
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over _20_ years *(capital e intereses consolidados estimados necesarios para pagar a tiempo y en su totalidad las obligaciones de deuda que se autorizarán amortizar durante ____ años)*	$31,098,900
as of the date the election was ordered, principal of all outstanding debt obligations *(a partir de la fecha en que se ordenó la elección, el capital de todas las obligaciones de deuda pendientes)*	$386,870,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations *(a partir de la fecha en que se ordenó la elección, el interés estimado de todas las obligaciones de deuda pendientes)*	$125,439,539
as of the date the election was ordered, the ad valorem debt service tax rate per $100 of taxable assessed valuation *(a partir de la fecha en que se ordenó la elección, la tasa impositiva ad valorem de servicio de la deuda por cada $100 de valuación tasada gravable)*	$0.1656
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over _21_ years *(capital e intereses consolidados estimados necesarios para pagar a tiempo y en su totalidad las obligaciones de deuda pendientes amortizadas durante ___ años)*	$512,309,539
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of $100,000 to repay the debt obligations to be authorized, if approved *(aumento anual máximo estimado de la cantidad de impuestos sobre una residencia principal con un valor estimado de $100,000 para saldar las obligaciones de deuda que se autorizarán, si se aprueba).* As noted above, this figure makes conservative assumptions about the amortization period of the debt obligations and the estimated interest rate. *(Como se señaló anteriormente, esta cifra hace suposiciones conservadoras sobre el período de amortización de las obligaciones de deuda y la tasa de interés estimada.)* [select one of the following or suggest another explanation] No projected growth in appraised values is assumed in the tax impact. Estimated future appraised values in the City are not expected to change. *(No se espera que los valores tasados futuros estimados en la Ciudad cambien.)* Estimated future appraised values in the City are assumed to increase by __% each year for the next ___ years and then remain unchanged thereafter. *(Se asume que los valores tasados futuros*	$13.43

estimados en la Ciudad aumentarán un __% cada año durante los próximos ___ años y permanecerán sin cambios a partir de entonces.) Estimated future appraised values in the City are assumed to increase by __% each year. *(Se asume que los valores tasados futuros estimados en la Ciudad aumentarán un __% cada año.)*	

Resolution:
Ordering a Special Election for May 3, 2025
Airport Bonds

CITY OF ABILENE TEXAS

General Election Order

- Election Day: Saturday, May 3, 2025
- Ballot: Issuance of bonds in the amount of $20,000,000 for airport improvements and the levy of taxes sufficient to pay the principal of and interest on the bonds
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County
- Cost: None; only the contract ($113,779.86 Estimate)
- Early Voting: Tuesday, April 22 through Tuesday, April 29, 2025
- Election Day Voting: Saturday, May 3
- Canvass tentatively scheduled for Tuesday, May 12 at 10:00 a.m. (Special Mtg.)

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General and Special Election to be Held on Saturday, May 3, 2025, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed *(Shawna Atkinson)***

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Taylor County, and other Taylor County political jurisdictions will conduct elections on Saturday, May 3, 2025. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Taylor County Elections Department for election services, including the selection, training and compensation of precinct election judges.

On February 13, 2025, City Council will be authorizing a General Election for Saturday, May 3, 2025, for the purpose of electing members to the City Council for Place 5 (at-large) and Place 6 (at-large). This item provides for election services for this election.

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

SPECIAL CONSIDERATIONS

If adopted, this contract will extend to a runoff election, if any is needed.

FUNDING/FISCAL IMPACT

Overall estimated cost of the May 3, 2025 General Election is $113,779.86. The total number of participants are unknown at this time. The last day for ordering the election for the May 3, 2025, Uniform Election day is Friday, February 14, 2025. After that date, the list of participating jurisdictions will be available.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - Contract with Taylor County - Places 5 & 6
2. Joint Election Agreement_Contract_CITY ABILENE
3. ESTIMATED COST_CityAbilene
4. Cost_%Share
5. Presentation - Elections Contract 2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TAYLOR COUNTY FOR A GENERAL AND SPECIAL ELECTION TO BE HELD SATURDAY, MAY 3, 2025.

WHEREAS, the City Council has ordered a general election and a special election to be held Saturday, May 3, 2025; and

WHEREAS, the general election is for the purpose of electing members to City Council Places 5 and 6; and

WHEREAS, the special election is for the purpose of a bond election for airport renovation bonds; and

WHEREAS, it is the desire of the Abilene City Council to continue contractual services with Taylor County for the administration of its general and special elections as done in the past; and

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

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

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

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Taylor County, approved as to form by the City Attorney, for a general election to be held Saturday, May 3, 2025, to be administered by the Taylor County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

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

That the City of Abilene shall have the option of extending the terms of this agreement through its runoff election, if applicable, and in the event of such a runoff election, the terms of this agreement shall automatically extend unless the City notifies the Elections Administrator in writing within 10 days of the original election.

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

ADOPTED by the City Council of the City of Abilene on the 13th day of February, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

THE STATE OF TEXAS
COUNTY OF TAYLOR

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

This joint election agreement and contract for election services ("Agreement") is made pursuant to Texas Election Code Sections 31.092 and 271.002, as amended, for a joint **May 3, 2025,** election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

WHEREAS, The City of Abilene will hold the following elections on the uniform election date of May 3, 2025 (the "Election"):

GENERAL ELECTION to elect Place 5 and Place 6 city council members.

SPECIAL BOND ELECTION to vote For or Against on the following measure:

City of Abilene Proposition A

The issuance of bonds in the amount of $20,000,000 for airport improvements and the levy of taxes sufficient to pay the principal of and interest on the bonds.

WHEREAS, the City of Abilene, Texas is located in Taylor and Jones Counties, Texas. The City will contract with the elections administrator of Taylor County to conduct all aspects of the Election for the City's registered voters in both Taylor and Jones Counties.

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

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

I. ADMINISTRATION

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions

generally similar to those set forth in this Agreement. The Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such cases all parties sharing common territory shall share a joint ballot on the County's electronic voting system at the applicable polling locations.

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

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required Election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or applicable Texas law.

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

III. VOTING LOCATIONS

Taylor County has adopted a countywide polling location program. Voters from political subdivisions participating in this Joint Election may cast a ballot at any polling location open for this Election. The Elections Administrator will coordinate and arrange for Early Voting and Election Day voting locations. The Elections Administrator shall notify each participating political subdivision of the voting locations and any necessary changes to such locations.

If polling places for the May 3, 2025 Joint Election are different from the polling place(s) used by the Political Subdivision in its most recent election, the Elections Administrator agrees to post a notice no later than Wednesday, April 23, 2025 at the entrance to any previous polling locations in the jurisdiction stating that the polling location has changed and stating the polling location names and addresses in effect for the May 3, 2025 election.

The Parties agree and acknowledge that early and Election Day polling locations, as well as dates and times for voting, are subject to change, including, but not limited to, complying with social distancing, health, or safety requirements or restrictions, or any other requirement or restriction, established by a Governor's Executive Order or local emergency declaration or order.

IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

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

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

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

Each Election judge and clerk will receive compensation at an hourly rate established by the County pursuant to the Texas Election Code Section 32.091, as amended. Judges and Clerks will be compensated for actual time spent

working at a polling location and time spent attending any training classes required to successfully conduct the Election.

The Election judge will receive an additional sum of $25.00 for picking up the Election supplies prior to Election Day and for returning the supplies and equipment to the Central Counting Station after the polls have closed.

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

The Elections Administrator will coordinate and arrange for the use of early polling locations. After all candidate filing deadlines and candidate withdrawal deadlines have passed, final early polling locations will be determined. The Elections Administrator shall notify each participating political subdivision of the early polling locations and any necessary changes to such locations. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early polling locations.

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Dan Murray, Assistant Elections Administrator
Presiding Judge	To be determined
Alternate Judge	To be determined

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

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

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

IX. RUNOFF ELECTION

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

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

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

Any expenses incurred in the rental of polling location facilities shall be pro-rated among the participants in the Joint Election.

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

Each participating political subdivision shall share the cost and reimburse the County for the wages of Early Voting Election Clerks that are appointed and employed to work at the early polling locations.

Each participating political subdivision agrees to reimburse the County for the wages for Election Day Judges and Clerks.

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

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of the district's total proportionate share of the Election cost in accordance with Section 31.100(d) of the Texas Election Code, as amended.

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

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its Election in accordance with applicable law. In the event of cancellation under this section, the Elections Administrator shall be entitled to receive an administrative fee of $75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of any such cancellation notice.

XII. RECORDS OF THE ELECTION

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

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

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

XIII. RECOUNTS

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

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's Election equipment and polling locations, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there shall be an adjustment of the share to be paid to the County by the participating authorities, as appropriate.

2. The Elections Administrator shall file copies of this Agreement with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code, as amended.
3. In the event that legal action is filed challenging Political Subdivision's Election, each Party hereto shall defend its own actions, officials and employees.
4. Nothing in this Agreement prevents any Party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Agreement or a violation of the Texas Election Code.
5. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations caused by or arising from any one or more events that are beyond its reasonable control, including, but not limited to, the following events: act of God; war; terrorism; riot; plague; epidemic; pandemic; outbreak of infectious disease or any other public health crisis or disaster; order or act of civil or military authority; or compliance with any law or governmental order, rule, regulation, or direction. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond control and without the fault or negligence of the Party claiming excusable delay.
6. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
7. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Taylor County, Texas.
8. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
10. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
11. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. FINAL OBLIGATION AND PAYMENT

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

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

(1) It has on the _____day of _____, 2025 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing.

(2) It has on the ____ day of _____, 2025 been executed on behalf of the City of Abilene pursuant to an action of the City of Abilene so authorizing.

ACCEPTED AND AGREED TO BY THE CITY OF ABILENE:

APPROVED:

By: _____
Weldon Hurt, Mayor

ATTESTED:

_____
City Secretary

ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

By: _____
Freda Ragan
Taylor County Elections Administrator

ESTIMATED COST

City of Abilene General Election
Saturday, May 3, 2025

EQUIPMENT				
Early Voting				
Verity Controllers / Verity Duo's (BMDs) @ $300.00 each	$	16,800.00		
Verity Scanners @ $500.00 each	$	7,000.00		
Verity DUO Go Units for curbside voters @ $25.00 each	$	375.00		
EVID Electronic Poll Books		No Charge	**$**	**24,175.00**
Election Day				
Verity Controllers / Verity Duo's (BMDs) @ $300.00 each	$	57,000.00		
Verity Scanners @ $500.00 each	$	20,000.00		
Verity DUO Go Units for curbside voters @ $25.00 each	$	1,000.00		
EVID Electronic Poll Books		No Charge	**$**	**78,000.00**
Equipment Transport - Delivery & Pickup	$	3,000.00	**$**	**3,000.00**
LEGAL				
Internal L&A Testing		No Charge		
Notice of Public L&A Testing	$	300.00		
Notice of Election	$	2,000.00	**$**	**2,300.00**
MISCELLANEOUS SERVICES				
Election Kits for Judges @ $50.00 each				
Early Voting	$	600.00		
Election Day	$	1,000.00		
Internet Connectivity @ Polling Locations				
Early Voting	$	262.00		
Election Day	$	38.00		
Printing & Processing Mail Ballots				
1,000 @ $3.00 each (includes postage)	$	3,000.00		
DUO Ballot Paper - In Person Voting @ $0.24/per sheet				
Estimated voter turnout - 10,000.00	$	1,920.00		
			$	**6,820.00**
PERSONNEL				
Early Voting Ballot Board	$	625.00		
Central Counting Station	$	350.00		
Early Voting	$	22,200.00		
Election Day	$	24,000.00		
County Employee Overtime	$	6,500.00	**$**	**53,675.00**
TOTAL *ESTIMATED COST* FOR ELECTION			**$**	**167,970.00**

Total Estimated Cost of Election	$167,970.00
Less $1,000 base cost for each entity that will potentially hold elections	$14,000.00
Total to be used to allocate % Cost to each entity	$153,970.00

CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district

City of Abilene portion of cost - 66.53% of $153,970.00	$	102,436.24
Base Cost	$	1,000.00
Sub Total	$	103,436.24
10% Administrative Fee (minimum $75.00)	$	10,343.62
TOTAL ESTIMATED COST	**$**	**113,779.86**

ESTIMATED

Cost Share per Political Subdivision
Joint City and School General Elections
May 3, 2025

District	# of Registered Voters as of 01/22/25	% Share
City of Abilene	71,576	66.53%
City of Tye	769	00.71%
City of Merkel	1,579	01.47%
City of Trent	214	00.20%
City of Tuscola	689	00.64%
Town of Buffalo Gap	469	00.44%
City of Lawn	199	00.18%
City of Impact	16	00.01%
Wylie ISD	21,392	19.88%
Merkel ISD	3,917	03.64%
Trent ISD	395	00.37%
Jim Ned CISD	6,065	05.64%
Blackwell CISD	81	00.08%
Clyde CISD	226	00.21%
TOTAL	**107,587**	**100.00%**

Total ***Estimated*** Cost of Election *(less 10% Admin Cost)*	**$167,970.00**
Less $1,000 Base Charge per Entity	**$14,000.00**
Total to be used to allocate % Cost to each entity	**$153,970.00**

District	%Share	Cost	Base Charge	10% Admin	Total Estimated Cost
City of Abilene	66.53%	$102,436.24	$1,000.00	$10,343.62	$113,779.86
City of Tye	00.71%	$1,093.19	$1,000.00	$209.32	$2,302.51
City of Merkel	01.47%	$2,263.36	$1,000.00	$326.34	$3,589.70
City of Trent	00.20%	$307.94	$1,000.00	$130.79	$1,438.73
City of Tuscola	00.64%	$985.41	$1,000.00	$198.54	$2,183.95
Town of Buffalo Gap	00.44%	$677.47	$1,000.00	$167.75	$1,845.22
City of Lawn	00.18%	$277.15	$1,000.00	$127.72	$1,404.87
City of Impact	00.01%	$15.40	$1,000.00	$101.54	$1,116.94
Wylie ISD	19.88%	$30,609.24	$1,000.00	$3,160.92	$34,770.16
Merkel ISD	03.64%	$5,604.51	$1,000.00	$660.45	$7,264.96
Trent ISD	00.37%	$569.69	$1,000.00	$156.97	$1,726.66
Jim Ned CISD	05.64%	$8,683.91	$1,000.00	$968.39	$10,652.30
Blackwell CISD	00.08%	$123.18	$1,000.00	$112.32	$1,235.50
Clyde CISD	00.21%	$323.31	$1,000.00	$132.33	$1,455.64
TOTAL	**100.00%**	**$153,970.00**	**$14,000.00**	**$16,797.00**	**$184,767.00**

NOTE: ***Final Actual Cost will be based upon number of registered voters that registered by the deadline of April 3, 2025***

Resolution:
Elections Contract with Taylor County

CITY OF ABILENE TEXAS

Elections Contract

- Contract: Taylor County for the administration of elections
- Term: General Election, and Runoff if any
- Services: General Election (City Council Places 5 & 6)
- Locations: Countywide Polling Locations
- Cost: Estimated at $113,779.86 (total number of participants unknown)

CITY OF ABILENE TEXAS

Cost Estimate

EQUIPMENT

Early Voting				
Verity Controllers / Verity Duo's (BMDs) @ $300.00 each	$	16,800.00		
Verity Scanners @ $500.00 each	$	7,000.00		
Verity DUO Go Units for curbside voters @ $25.00 each	$	375.00		
EVID Electronic Poll Books		No Charge	$	**24,175.00**
Election Day				
Verity Controllers / Verity Duo's (BMDs) @ $300.00 each	$	57,000.00		
Verity Scanners @ $500.00 each	$	20,000.00		
Verity DUO Go Units for curbside voters @ $25.00 each	$	1,000.00		
EVID Electronic Poll Books		No Charge	$	**78,000.00**
Equipment Transport - Delivery & Pickup	$	3,000.00	$	**3,000.00**

LEGAL

Internal L&A Testing		No Charge		
Notice of Public L&A Testing	$	300.00		
Notice of Election	$	2,000.00	$	**2,300.00**

CITY OF ABILENE TEXAS

Cost Estimate - Continued

MISCELLANEOUS SERVICES

Election Kits for Judges @ $50.00 each			
Early Voting	$	600.00	
Election Day	$	1,000.00	
Internet Connectivity @ Polling Locations			
Early Voting	$	262.00	
Election Day	$	38.00	
Printing & Processing Mail Ballots			
1,000 @ $3.00 each (includes postage)	$	3,000.00	
DUO Ballot Paper - In Person Voting @ $0.24/per sheet			
Estimated voter turnout - 10,000.00	$	1,920.00	
			$ 6,820.00

CITY OF ABILENE TEXAS

Cost Estimate - Continued

PERSONNEL		
Early Voting Ballot Board	$ 625.00	
Central Counting Station	$ 350.00	
Early Voting	$ 22,200.00	
Election Day	$ 24,000.00	
County Employee Overtime	$ 6,500.00	$ 53,675.00
TOTAL *ESTIMATED COST* FOR ELECTION		**$ 167,970.00**

Total Estimated Cost of Election	$167,970.00
Less $1,000 base cost for each entity that will potentially hold elections	$14,000.00
Total to be used to allocate % Cost to each entity	$153,970.00

CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district

City of Abilene portion of cost - 66.53% of $153,970.00	$	102,436.24
Base Cost	$	1,000.00
Sub Total	$	103,436.24
10% Administrative Fee (minimum $75.00)	$	10,343.62
TOTAL ESTIMATED COST	**$**	**113,779.86**

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Termination of Inactive Campaign Treasurer Appointments *(Shawna Atkinson)***

GENERAL INFORMATION

The City Secretary's Office would like to take advantage of Sec. 252.0131 of the Texas Election Code, and ordinance #08-2023 approved on final reading by City Council on 2/23, to purge inactive campaign treasurer appointments.

People who become candidates or form political committees may not be aware that state campaign finance laws impose ongoing filing requirements as long as a campaign treasurer appointment is on file. Deleting inactive appointments will protect the candidates and political committees from additional liability for potential fines that can build up over time. Inactive filings are also confusing to the public.

There are three filers that have been inactive for more than one year and meet the requirements for termination of their campaign treasurer.

SPECIAL CONSIDERATIONS

The filers were notified by email and mail on January 2, 2025, that their campaign treasurer appointments may be terminated at this meeting, February 13, 2025, if they were not brought into compliance or finalized before this date. None of the filers came in and finalized their reports.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of this item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Campaign Treasurer Termination Resolution
2. Termination of Inactive Campaign Treasurer Appointments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, TERMINATING INACTIVE CAMPAIGN TREASURER APPOINTMENTS FOR FILERS THAT HAVE BEEN INACTIVE FOR MORE THAN ONE YEAR

WHEREAS, a campaign treasurer may be removed by the filing of a successor or by resignation; and

WHEREAS, the city secretary must comply with state law requirements regarding campaign treasurers who remain active, even after the election has been concluded and the candidate is inactive; and

WHEREAS, Chapter 2, Article I, Section 2-6 of the Abilene Municipal Code, sets forth the procedures for the termination of inactive campaign treasurers; and

WHEREAS, the below inactive filers were notified by email and mail on January 2, 2025, that their campaign treasurer appointments could be terminated at this meeting, should they not bring their reports up to date, or file a final report, effectively terminating their campaign treasurer.

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

PART 1: That the following inactive filers' campaign treasurer appointments be terminated with this Resolution:

- Charles Byrn
- Carlos Charlie Quinonez
- Anthony Williams

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

PASSED this 13th day of February, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution: Terminating Inactive Campaign Treasurer Appointments

CITY OF ABILENE TEXAS

Termination of Inactive Campaign Treasurer Appts

- Ordinance 08-2023, passed on final reading by the City Council on February 23, 2023, allows for the termination of inactive campaign treasurer appointments by Resolution of the City Council
- According to that ordinance, filers must be notified prior to the termination. Three filers were notified on January 2, 2025, that their campaign treasurer appointments would be terminated on February 13, 2025, unless their reports were brought up to date or finalized before this meeting.
- As of today, none of them came in to finalize their reports
- With the passing of this Resolution, the following campaign treasurer appointments will be terminated:
    - Charles Byrn
    - Carlos Charlie Quinonez
    - Anthony Williams

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Michael Rice, Assistant City Manager**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Memorandum of Understanding Between Keep Abilene Beautiful, Inc. and the City of Abilene *(Michael Rice)***

GENERAL INFORMATION

The City Council approved the Amended and Restated Bylaws for Keep Abilene Beautiful, Inc, during their June 27, 2024 City Council Meeting. As part of that approval process, Council was informed that the creation of a Memorandum between Keep Abilene Beautiful and the City of Abilene to memorialize the commitment and expectations of both parties would be presented to the City Council at a future date.

The proposed Memorandum of Understanding (MOU) has been reviewed by city staff, the City Attorney's office, and by the Keep Abilene Beautiful Board of Directors and their attorney. Both parties support the attached MOU.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

The Keep Abilene Beautiful, Inc. Board of Directors have voted to approve the MOU between the City of Abilene and Keep Abilene Beautiful, Inc.

ATTACHMENTS:

1. RESOLUTION.KAB MOU
2. Memorandum of Understanding
3. Presentation KAB MOU

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN KEEP ABILENE BEAUTIFUL, INC. AND THE CITY OF ABILENE

WHEREAS, the City Council approved the Keep Abilene Beautiful Bylaws on June 27, 2024, and the City Council was informed during their June 27, 2024 Council Meeting that a Memorandum of Understanding between Keep Abilene Beautiful and the City of Abilene to memorialize the commitment and expectations of both parties would be presented at a future date; and

WHEREAS, the Purpose of Keep Abilene Beautiful is to promote civic, cultural and educational awareness through informed and active participation of citizens in making Abilene a cleaner, safer, and more attractive place to live, work and play; and

WHEREAS, the City of Abilene is successful when Keep Abilene Beautiful, Inc. is successful; and

WHEREAS, the proposed Memorandum of Understanding has been reviewed by city staff, the City Attorney's office, and the Keep Abilene Beautiful Board of Directors and their Attorney, and all parties fully support the proposed Memorandum of Understanding.

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

PART 1: That the City Manager is hereby authorized to execute the Memorandum of Understanding between the City of Abilene and Keep Abilene Beautiful, Inc.

ADOPTED this 13rd day of February, 2025

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), as of the Effective Date (as defined below), is entered into by and among the City of Abilene, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas ("Abilene"), and Keep Abilene Beautiful, Inc. ("KAB"). The City of Abilene and Keep Abilene Beautiful, Inc. are each referred to individually herein as a "Party", and collectively as the "Parties".

RECITALS:

WHEREAS, the Keep Abilene Beautiful, Inc. Board of Directors ("Board") has considered the advantages and disadvantages of remaining a City of Abilene Board, and the Board determined separating from the City of Abilene is advantageous to the Board; and

WHEREAS, the City of Abilene is successful when Keep Abilene Beautiful, Inc. is successful; and

WHEREAS, the City of Abilene is committed to supporting and working with Keep Abilene Beautiful, Inc. in the future; and

WHEREAS, the Keep Abilene Beautiful Board of Directors approved the Amended and Restated Bylaws on June 12, 2024, and recommended approval by the Abilene City Council; and

WHEREAS, The City Council approved the Amended and Restated Bylaws for Keep Abilene Beautiful, Inc. on June 27, 2024 in Resolution 149-2024.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. KEEP ABILENE BEAUTIFUL, INC. RESPONSIBILITIES

1.1. KAB shall conduct a Community Appearance Index by completing an on-site Index evaluation for a minimum of 10 locations within each of 5 Regions within Abilene. This evaluation process shall be completed annually by Oct. 1st of each year.

1.2. KAB shall Manage, Monitor, Assign, and Facilitate Abilene's "Adopt A Spot" program with Volunteers in an organized effort to address litter abatement and clean ups of the assigned Spots, Creeks and Streets located within the Abilene's City Limits. KAB shall be responsible for any individual supplies needed for these activities, such as vests, tools, bags, etc.

1.3. KAB shall investigate and recommend projects that qualify for the Texas Governor's Community Achievement Awards. Recommendations shall be submitted to Abilene for its review and approval prior to any Grant Application Submittal to the State of Texas for this program.

1.4. KAB shall appoint one City of Abilene Employee, as recommended by Abilene, to the KAB Board of Directors. KAB shall determine whether the Abilene Employee serves as a Voting or Non-Voting Board member. The Abilene Employee Appointment shall provide technical assistance to KAB and serve as a subject matter expert regarding Abilene operations and Abilene's support of the KAB's

projects, programs, and activities. The Abilene Employee Appointment shall not be the Board Coordinator Position identified within Section 2 of this MOU.

1.5. KAB shall make written requests to Abilene for support of equipment and/or personnel for a KAB activity or event, if desired. Any written request shall be made a least 30 days prior to the event. Abilene shall attempt to support KAB's requests when the requested resources and funding are available.

1.6. KAB shall provide an annual report of all activities occurring between Oct. 1 through Sept. 30, to the Abilene City Council. The annual report shall be submitted no later than November 1st of each year, and KAB may submit the annual report directly to the Board Coordinator position.

2. **CITY OF ABILENE RESPONSIBILITES**

2.1. Abilene shall provide a Board Coordinator position ("Coordinator) to assist KAB with their meetings and activities. The Coordinator will be an employee of the City of Abilene, and the Coordinator shall serve as a liaison between the Parties. The Coordinator shall not serve as a member of the Board. As an employee of Abilene, the Coordinator's Abilene duties and responsibilities shall take priority over KAB activities.

2.2. Abilene shall provide signage for Adopt A Spot volunteers or volunteer organizations that fulfill the Abilene standards for posting signage for this program.

2.3. Abilene shall provide a meeting space for KAB meetings upon request. KAB shall provide adequate notice of the time and date of the meeting. The Coordinator shall secure a meeting space at an Abilene facility for the meeting at no cost to KAB, and the Coordinator shall notify the Board of the location.

2.4. Abilene shall continue to host KAB's website in accordance with Abilene policies. Hosting of the website shall be at no cost to KAB. If KAB chooses to host their website independently, KAB shall notify Abilene of this decision, and Abilene shall coordinate with KAB during the transition of service.

2.5. Abilene shall provide inside storage space to KAB at no cost. The location of the inside storage space may be changed at the discretion of Abilene. Abilene does not insure KAB's private property. KAB shall have access to their equipment and supplies during normal business hours and shall have access outside of normal business hours when coordinated in advance with the Coordinator.

3. **TERM.** This MOU shall be effective for all purposes as of the date the last Party signs this MOU (the "Effective Date") and shall continue until the earlier to occur of (i) the expiration or termination of KAB, or (ii) the termination of this MOU by either Party with a written 90-day notice of termination.

4. **SEVERAL LIABILITY.** Notwithstanding anything to the contrary contained in this MOU, the Parties acknowledge and agree that each Party shall have no liability or responsibility for any obligations or liabilities of any other Party under this MOU.

5. **GENERAL PROVISIONS.**

5.1. Notices. All notices, requests, demands and claims, if any, under this MOU shall be in writing and addressed to the intended recipient as set forth below:

If to the City of Abilene:

City of Abilene

Attn: City Manager

PO Box 60

Abilene, Texas 79604

If to Keep Abilene Beautiful, Inc.

Keep Abilene Beautiful

Attn: President

PO Box 60

Abilene, Texas 79604

5.2. Assignment. This MOU shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this MOU or any of its rights, interests, obligations or liabilities under this MOU without the prior written consent of the other Parties.

5.3. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

5.4. Entire MOU; Amendments. This MOU constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this MOU. This MOU may not be modified or amended except by an instrument in writing signed by all Parties hereto.

5.5. Severability. If any provision of this MOU shall be held invalid, illegal or incapable of being enforced, the validity, legality or enforceability of the other provisions of this MOU shall not be affected.

5.6. No Third-Party Beneficiaries. The Parties have entered into this MOU solely for their own benefit and agree that nothing herein shall be deemed or construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their respective successors and permitted assigns. This MOU shall be for the sole and exclusive benefit of the Parties hereto and shall never be deemed or construed to confer any right, privilege or benefit on any third party.

5.7. Counterparts; Electronic Signatures. This MOU may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This MOU is not effective or enforceable until all Parties have signed it. Except as may otherwise be required by law, any signature to this MOU delivered by facsimile or scanned and sent via e-mail shall be deemed an original for all purposes.

[Remainder of page intentionally left blank; signature pages follow.]

EXECUTED by each Party hereto as of the date indicated underneath its respective signature, to be effective for all purposes as of the Effective Date.

CITY OF ABILENE, TEXAS

By:

Robert Hanna, City Manager

Date:

ATTEST:

_____

Shawna Atkinson, City Secretary

APPROVED AS TO FORM ONLY:

_____

Stanley Smith, City Attorney

KEEP ABILENE BEAUTIFUL, INC.

By:

Melissa Morris, President

Date:

ATTEST:

_____

Memorandum of Understanding between Keep Abilene Beautiful, Inc. and the City of Abilene

CITY OF ABILENE TEXAS

MOU between Keep Abilene Beautiful, Inc. and the City of Abilene

- The City Council approved the Amended and Restated Bylaws for Keep Abilene Beautiful, Inc, during their June 27, 2024 City Council Meeting. As part of that approval process, Council was informed that the creation of a Memorandum between Keep Abilene Beautiful and the City of Abilene to memorialize the commitment and expectations of both parties would be presented to the City Council at a future date.
- The proposed Memorandum of Understanding (MOU) has been reviewed by city staff, the City Attorney's office, and by the Keep Abilene Beautiful Board of Directors and their attorney.
- Both parties support the attached MOU.

CITY OF ABILENE TEXAS

MOU between Keep Abilene Beautiful, Inc. and the City of Abilene

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Michael Rice, Assistant City Manager**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the Expenditures Between the City of Abilene and Incircle Management Inc. for Mowing Services *(Michael Rice)***

GENERAL INFORMATION

On January 13, 2022, the City Council authorized the City Manager to enter into an agreement for mowing services for $478,675 per years, paid to the Contractor by a fixed fee per mowing for each location. The Contract for Mowing Services was for an initial 36 month term, with the option for two additional 1 year extensions. The mowing contract has been successful.

The City of Abilene has added additional areas to the contract for mowing services in accordance with the agreement. These additional areas have resulted in additional expenses. Total mowing expenses for this contract were approximately $390,764.02 in FY 2022, $511,312.50 in FY 2023, and $563,692.13 in FY 2024.

Based upon historical data, the City of Abilene anticipates expenditures of approximately $575,000 for the future additional 1 year extensions.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for mowing services have been, and are available within each participating Department's budget.

STAFF RECOMMENDATION

Staff recommends approval of past expenditures, and anticipated future expenditures with Incircle Management, Inc.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution.Incircle Management Inc.Mowing Services
2. Presentation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE EXPENDITURES BETWEEN THE CITY OF ABILENE AND INCIRCLE MANAGEMENT INC. FOR MOWING SERVICES FOR THE CITY OF ABILENE

WHEREAS, On January 13, 2022, the City of Abilene authorized the City Manager to execute an agreement with Incircle Management Inc. in the amount of $478,675 per year for a 36 month contract with an option for two additional 1 year extensions; and,

WHEREAS, Incircle Management Inc. has provided mowing services in accordance with the executed agreement for mowing services; and,

WHEREAS, The City of Abilene has added additional areas for mowing services; and,

WHEREAS, The City of Abilene has expended approximately $390,764.02 in FY 2022, $511,312.50 in FY 2023, and $563,692.13 in FY 2024 for mowing services; and,

WHEREAS, The City of Abilene and Incircle Management desire to enter into the first 1 year extension with an estimated total cost for future periods in the amount of $575,000 annually.

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

PART 1: The City Council approves the expenditures of $511,312.50 for FY 2023 and $563,392.13 in FY 2024, and approves the expenditure of approximately $575,000 for 1 year extensions.

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

ADOPTED this 13th day of February, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Approve Expenditures with Incircle Management Inc. for Mowing Services

CITY OF ABILENE TEXAS

Approve Expenditures with Incircle Management Inc.

- On January 13, 2022, the City of Abilene authorized the City Manager to execute an agreement with Incircle Management Inc. in the amount of $478,675 per year for a 36 month contract with an option for two additional 1 year extensions
- The City of Abilene has added additional areas for mowing services to the agreement
- The City of Abilene has expended approximately $390,764.02 in FY 2022, $511,312.50 in FY 2023, and $563,692.13 in FY 2024 for mowing services
- The City of Abilene and Incircle Management desire to enter into a 1 year extension with an estimated total cost for this period (and possible next period) in the amount of $575,000

CITY OF ABILENE TEXAS

Approve Expenditures with Incircle Management Inc.

Questions ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Dowtech Specialty Contractors, Inc. for the Sodium Hydroxide Bulk Storage & Dry Polymer Feed Improvements (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff recommends that the Abilene City Council award the Bid to Dowtech Specialty Contractors, Inc. (Dowtech) for the Sodium Hydroxide Bulk Storage & Dry Polymer Feed Improvements (CB-2514) for the amount $1,471,239.00. Bid CB-2514 was advertised in the Abilene Reporter News on November 17th and 24th, 2024, and the bids were opened on Wednesday December 11th, 2024. Three bids were received. Enprotec/Hibbs & Todd, Inc. and City staff reviewed the bids and determined that Dowtech's bid is the lowest price, and it provides the best value for the City of Abilene. The contract provides for the installation of a new additional sodium hydroxide bulk storage tank and a new additional dry polymer feed system at the Northeast Water Treatment Plant, and a new additional sodium hydroxide bulk storage tank at the Hargesheimer Water Treatment Plant.

SPECIAL CONSIDERATIONS

The City of Abilene is required to implement a corrosion control program in order to maintain water quality and protect public health. Abilene utilizes Sodium Hydroxide solution as a means to stabilize the treated water prior to discharge into the water distribution system. The City previously purchased and utilized a 50% sodium hydroxide solution. In recent years the utility chose to purchase 25% sodium hydroxide solution, which is much safer for staff to handle and make repairs on pumping and feed equipment. The 25% solution takes up twice the storage capacity for the same chemical effect, so there is now insufficient storage capacity to keep adequate reserve capacity during peak summer months. The additional storage tanks will provide the additional capacity needed for each of the Northeast and Hargesheimer Water Treatment Plants.

The Northeast and Grimes Water Treatment Plants utilize a polymer treatment additive to improve the flocculation and sedimentation treatment processes. It is most cost effective to

purchase dry polymer in paper sacks and mix it with water on site prior to use. The Northeast Water Treatment Plant currently has one manufactured automated polymer mixing system which is fully functional but aged. A second automated polymer feed system is needed in order to maintain consistent polymer mixing and dosing when the original unit is down for maintenance and repairs. The new additional polymer mixing and feed unit will provide redundancy and reliability to the treatment process at the Northeast Water Treatment Plant. An automated polymer mixing system will not be purchased for the Grimes Water Treatment Plant at this time due to the planned decommissioning of the plant in the near future.

FUNDING/FISCAL IMPACT

The project will be paid for utilizing Water Utilities funds designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to Dowtech Specialty Contractors Inc. for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements for the amount of $1,471,239.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Dowtech Specialty Contractors-NaOH Bulk Storage & Dry Polymer Feed Improvements-2-13-2025
2. Contract-Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements-Dowtech Specialty Contractors-2-13-2025
3. Recommendation of Award, Bid Tabs
4. Presentation-Award Bid-Dowtech Specialty Contractors-Sodium Hydroxide Bulk Storage & Dry Polymer Feed Improvements-2-13-2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BID TO DOWTECH SPECIALTY CONTRACTORS, INC FOR THE SODIUM HYDROXIDE BULK STORAGE AND DRY POLYMER FEED IMPROVEMENTS.

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

WHEREAS, Abilene is required to consistently produce treated water meeting the drinking water standards and that is compliant with its approved corrosion control program; and

WHEREAS, Abilene utilizes Sodium Hydroxide to stabilize the water, and it is necessary to maintain an adequate inventory of Sodium Hydroxide at Northeast and Hargesheimer WTP's in order to adequately treat the water during periods of high demands; and

WHEREAS, Abilene utilizes Dry Polymer to aid in the coagulation, flocculation, and sedimentation processes at the Northeast and Grimes Water Treatment Plants, and there is a need to install a new, additional Dry Polymer mixing and feed system at Northeast in order to provide redundancy and improve the reliability of the water treatment process; and

WHEREAS, Dowtech Specialty Contractors, Inc. (Dowtech) submitted the lowest qualifying bid that meets the bid specifications for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements, and staff and Design Firm Enprotec/Hibbs & Todd, Inc. have determined that the bid provides the Best Value to the City and therefore recommends awarding the bid to Dowtech for the amount of $1,471,239.00; and

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

That the City Manager is authorized to execute a contract with Dowtech Specialty Contractors, Inc. for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements for the amount of $1,471,239.00.

ADOPTED this 13th day of February, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made February 13, 2025, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Dowtech Specialty Contractors, Inc. of the City of Baird, State of Texas ("Contractor").

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

THE AGREEMENT

1. **Work and Consideration.**

The Contractor hereby agrees to commence and complete the construction of Work described as

SODIUM HYDROXIDE BULK STORAGE AND DRY POLYMER FEED IMPROVEMENTS

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference – labeled:

SODIUM HYDROXIDE BULK STORAGE AND DRY POLYMER FEED IMPROVEMENTS

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

In consideration of this Work, the City will pay the Contractor the sum of $1,471,239.00.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

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

(iii) attorney's fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT. WHERE

THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

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

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

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

10. **Indebtedness to City**. Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.
The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

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

11. Statutory Verifications. Unless the Contractor is not subject to a provision below, 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.

A. 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;Iand (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. n accordance with Chapter 2271 of the

B. 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.

C. 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.

D. 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.

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

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

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

CONTRACTOR: DOWTECH SPECIALTY CONTRACTORS, INC.

Name of Contractor

Dowtech Specialty Contractors Inc.

Gerald Downing
Signature

Gerald Downing
Name - Typed or Printed

President
Title - Typed or Printed

Business Address:

4703 CR 527

Baird, Texas 79504

(325) 893-4684
Business Phone No.

75-2876279
Federal Tax I.D.#

ATTEST: (If Corporation)

Jo Beth Downing
Corporate Secretary's Signature

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

Enprotec | Hibbs & Todd

December 11, 2024

City of Abilene
555 Walnut Street
Abilene, TX 79601
Attn: Mr. Rodney Taylor

Re: Recommendation of Award
Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements
City of Abilene

Dear Mr. Taylor:

Bids for the referenced project were opened on Wednesday, December 11, 2024. Three (3) bids were received. The apparent low bidder is Dowtech Specialty Contractors of Baird, Texas. See attached Bid Tabulation.

The responsiveness and responsibility of the bidder has been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders. Additionally, the contractor's ability to perform the project successfully and the qualifications submitted by the bidder have been evaluated in accordance with the Contract Documents.

Based on the criteria set forth in the City of Abilene's Invitation for Bids, eHT believes Dowtech Specialty Contractors out of Baird, TX, represents the Best Value for the proposed Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements project. Dowtech Specialty Contractors' base bid totaled $1,471,239.00.

We look forward to working with the City of Abilene as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

Jordan S. Hibbs, P.E.
President

JSH/jd

Attachment: Bid Tabulation

c: Project File: 8215

P:\Projects\Abilene, City of\8215 Dry Polymer Feed and Caustic Tanks\5. Bidding Phase\Sodium Hydroxide Bulk Storage & Dry Polymer Feed Imp\REBID\Bidder Evaluation\Recommendation of Award.docx

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements, City of Abilene, Texas

BIDS RECEIVED: 12/11/2024

PE Firm Registration No. 1151

			BASE BID	**Dowtech Specialty Contractors**		**Mayim Municipal Builders**		**Texas Water & Soil Co.**	
Item No.	**Quantity**	**Unit**	**Item**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
1	1	LS	Mobilization & Insurance	$ 64,005.00	$ 64,005.00	$ 80,000.00	$ 80,000.00	$ 75,653.00	$ 75,653.00
2	1	LS	Construction of Sodium Hydroxide Bulk Storage Imp at the NEWTP	$ 468,461.00	$ 468,461.00	$ 501,100.00	$ 501,100.00	$ 534,935.00	$ 534,935.00
3	1	LS	Construction of Instrumentation for the SCADA System at the NEWTP	$ 31,019.00	$ 31,019.00	$ 40,000.00	$ 40,000.00	$ 36,317.00	$ 36,317.00
4	1	LS	Integrate SCADA System and Appurtenances	$ 82,200.00	$ 82,200.00	$ 82,200.00	$ 82,200.00	$ 82,200.00	$ 82,200.00
5	1	LS	Construction of Sodium Hydroxide Bulk Storage Imp at the Hargesheimer WTP	$ 389,214.00	$ 389,214.00	$ 480,000.00	$ 480,000.00	$ 506,648.00	$ 506,648.00
6	1	LS	Construction of Instrumentation for the SCADA System at the Hargesheimer WTP	$ 41,206.00	$ 41,206.00	$ 21,000.00	$ 21,000.00	$ 33,949.00	$ 33,949.00
7	1	LS	Construction of the Dry Polymer Feed System Imp at the NEWTP	$ 134,434.00	$ 134,434.00	$ 130,000.00	$ 130,000.00	$ 161,729.00	$ 161,729.00
8	1	LS	UGSI Dry Polymer Feed System	$ 180,700.00	$ 180,700.00	$ 180,700.00	$ 180,700.00	$ 180,700.00	$ 180,700.00
9	1	LS	City Work Directed Allowance	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00
TOTAL BASE BID PRICE (Items 1 thru 9)					**$ 1,471,239.00**		**$ 1,595,000.00**		**$ 1,692,131.00**

I, JORDAN S. HIBBS, P.E., #115729, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

JORDAN S. HIBBS, P.E., #115729

12/11/2024

Award the bid to Dowtech Specialty Contractors, Inc.
for the
Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements

CITY OF ABILENE TEXAS

Bulk Storage and Dry Polymer Feed Improvements

- Award bid to Dowtech Specialty Contractors, Inc. for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements.
- Bid price of $1,471,239.00.
- Dowtech submitted the lowest priced qualifying bid, and it was determined to provide the Best Value to the City.
- The bid provides for the installation of a new additional sodium hydroxide bulk storage tank at both the Northeast and the Hargesheimer Water Treatment Plants.

CITY OF ABILENE TEXAS

Bulk Storage and Dry Polymer Feed Improvements

- The bid provides for a new additional dry polymer feed system at the Northeast Water Treatment Plant
- The City converted from using sodium hydroxide 50% solution to 25% solution, which is much safer for staff to handle and make repairs on pumping and feed equipment. The 25% solution takes up about twice the storage capacity of the 50% solution. The new bulk storage tanks will provide adequate reserve capacity during peak summer months.
- Sodium Hydroxide is utilized to stabilize the treated water prior to the distribution system in order to comply with the TCEQ Corrosion Control Program.
- Dry polymer aids in the flocculation and sedimentation processes.

CITY OF ABILENE TEXAS

Bulk Storage and Dry Polymer Feed Improvements

Left: Northeast WTP existing Sodium Hydroxide Bulk Storage Tank.

Right: Northeast WTP existing Dry Polymer mixing and feed system.

CITY OF ABILENE TEXAS

Award the bid to Dowtech Specialty Contractors, Inc.
for the
Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Cande Flores, Fire Chief**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Purchasing a Dodge 5500 Chassis Purchase for the Abilene Fire Department *(Cande Flores)***

GENERAL INFORMATION

The Abilene Fire Department maintains a fleet of passenger vehicles, in addition to the fire apparatus maintained for emergency services. Heavy duty passenger vehicles are utilized for emergency response vehicles, such as wildland brush trucks.

AFD currently maintains a wildland brush truck at each of the eight (8) fire stations. An additional brush truck has also been ordered for Fire Station 9.

SPECIAL CONSIDERATIONS

The wildland brush truck located at Fire Station 7, Brush 7, is supplied by the Texas Intrastate Fire Mutual Aid System (TIFMAS) and is subject to periodic deployments within the State of Texas. When Brush 7 is deployed, the AFD is left with only seven (7) brush trucks to staff eight (8) fire stations.

This purchase will allow an additional brush truck to be available to cover times when Brush 7 is deployed, or when other brush trucks are unavailable due to maintenance or repair.

FUNDING/FISCAL IMPACT

This is a Buyboard purchase. The total price for this vehicle is $72,516.00

Funding will come from the Abilene Fire Department Apparatus Replacement Fund.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the City Manager to enter into an agreement with Grapevine Dodge Chrysler Jeep for the purchase of a Dodge 5500 Chassis for the AFD.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution-Dodge Chassis Purchase
2. CITY OF ABILENE RED 5500 R1 2025 121824 (1)
3. Chassis Purchase Presentation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GRAPEVINE DODGE CHRYSLER JEEP FOR THE PURCHASE OF ONE (1) DODGE 5500 CHASSIS FOR THE ABILENE FIRE DEPARTMENT.

WHEREAS, the Abilene Fire Department maintains a fleet of fire brush trucks for emergency responses to wildland fires, and

WHEREAS, the Abilene Fire Department requires the addition of a heavy duty chassis as a component of the next brush truck build project, and

WHEREAS, the heavy duty chassis is priced at $72,516.00, and

WHEREAS, funding for the purchase of the chassis is available through the Fire Apparatus Replacement Fund.

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 an agreement for the purchase of one (1) Dodge 5500 chassis.

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

ADOPTED and approved by the City Council on the 13th of February, 2025.

ATTEST:

_____
Shawna Atkinson
City Secretary

_____
William Hurt
Mayor

APPROVED:

_____
Stanley Smith
City Attorney

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF ABILENE

Rep: Dennis Thomas

Contact: JOEY KINCAID

Phone: 817-410-7541

Phone/Email: JOEY.KINCAID@ABILENETX.GOV

Email: dthomas@grapevinedcj.com

Product Description: 5500 CHASSIS CC R2 2025

Date: 12/18/2024

A. Bid Series 5500 CHASSIS CC

A. Base Price: 52,876

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DP0L94	25 CREW CAB 4X4 84"CA	5,340	25A	TRADESMAN DIESEL	10,180
PR4	FLAME RED	NC	TXX8	VINYL INTERIOR	STD
XAW	BACKUP ALARM	141	TSJ	OFF ROAD TIRES	960
JPE	DRIVER LUMBAR	97	CJT	CENTER FRONT DELETE	-19
LPE	CARGO LAMP	92	XCH	EXTRA KEYS	267
XAC	BACKUP CAMERA	480	XNR	MANUAL REGEN	335
TBB	SPARE	383	ADE	COLD WEATHER GROUP	141
MRU	RUNNING BOARDS	591	AZB	HD FRONT SUSPENSION	252
				Total of B. Published Options:	19,240

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
ORDER UNIT			
		Total of C. Unpublished Options:	

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles FOB GRAPEVINE

K. Subtotal: $72,116

L. Quantity Ordered _____ x K = $

M. Trade in: _____

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $72,516

Chassis Purchase

ABILENE FIRE DEPARTMENT

February, 2025

CITY OF ABILENE TEXAS

WILDLAND BRUSH TRUCKS

- The Abilene Fire Department maintains a wildland brush truck at each fire station
- Brush trucks consists of a water tank, water pump, hose reels, and accessories mounted onto a heavy-duty chassis capable of offroad driving
- AFD currently has 8 brush trucks
- Brush 9 is on order for Fire Station 9

TIFMAS Engine

- Brush 7
  - Supplied through the Texas Intrastate Fire Mutual Aid System
  - TIFMAS Engine Type VI
  - Is subject to deployment within the State if a large wildland fire event occurs or threatens to occur
  - Deployments typically are a minimum of 14 days

DODGE CHASSIS PURCHASE

- Comparable to chassis for Brush 1 and Brush 2
- 5500 Heavy Duty Chassis with 4-Wheel Drive Capability
- Chassis will be paired with a brush truck skid unit that was purchased in 2024
- Additional brush truck will be used for:
  - Coverage when Brush 7 is on State deployments
  - Backfill when another brush truck is out of service for maintenance or repair
  - Additional coverage when a large event occurs and personnel are recalled

PRICING AND FUNDING

- Chassis will be ordered through Grapevine Dodge Chrysler Jeep
  - 2601 William D. Tate
  - Grapevine, TX
- Pricing is $72,516.00
- Buyboard pricing – bids are not required
- Funding will come from the AFD Apparatus Replacement Fund

Questions?

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **11. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 6, Animals and Fowls, of the Abilene Code of Ordinances *(Stanley Smith)***

GENERAL INFORMATION

Upon request of the Animal Services Advisory Board, the Mayor, and changes in state laws, the following amendments to Chapter 6, "Animals and Fowls," of the Abilene Code of Ordinances are recommended for Council approval:

1. The name of the Animal Control Department has been changed to Abilene Animal Outreach. The name is updated throughout the Ordinance.

2. Texas Agricultural Code, section 251.0055, effective September 1, 2023, limits the ability of a municipality to regulate agricultural operations within its city limits. Appropriate amendments to the Animal Code have been made in response to state law.

3. Texas Health and Safety Code, section 821.102, effective January 18, 2022, regulates the restraining of dogs, including prohibiting chains or weights.

4. Prohibiting the sale of domestic animals in public places, and requiring permission of a landowner for sale on private property, including a parking lot.

5. Requiring all dogs and cats over the age of six months to be spayed/neutered, unless the owner holds a commercial breeder's permit issued by the City.

6. Creating a Commercial Breeders Permit to allow persons to breed dogs or cats within the city limits.

7. Creating an Aggressive Dog category, for a dog that makes an unprovoked attack on a

domestic animal that causes bodily injury or death. State law regulates and defines a Dangerous Dog as a dog making an unprovoked attack on a person. Abilene has adopted the state law regulation of dangerous dogs, which remains in effect. Because state law may preempt the dangerous dog category, an Aggressive Dog category is created to clearly regulate dog on domestic animal attacks. The Aggressive Dog procedure is similar to the Dangerous Dog procedure, to avoid confusion by city animal control staff and Abilene residents.

8. Adding a requirement that a dog or cat owner, who reclaims their pet from the Pet Adoption and Resource Center, to provide proof of sterilization (spayed/neutered) within 30 days of the animal's release to the owner. Failure to provide proof is a class C misdemeanor. If the animal is impounded twice by the City, the animal may be sterilized by the city and the animal's owner shall pay the City the cost of the sterilization prior to release of the animal.

9. Requirements for quarantine of animals have been strengthened.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the amendments to Chapter 6, "Animals and Fowl," Code of Ordinances.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Enacting Ordinance- Animals & Fowl
2. Chapter 6, Animals and Fowls redline changes (2-4-25)
3. Chapter 6, Animals and Fowls clean (2-4-25)
4. Powerpoint Animals and Fowl Amendments

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, "ANIMALS AND FOWL," OF THE CODE OF THE CITY OF ABILENE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the City seeks to protect the public health and safety of citizens of Abilene through regulation of domestic animals located in the city limits; and

WHEREAS, the City seeks to protect the health and safety of domestic animals within the city limits; and

WHEREAS, the protection of the health and safety of citizens and domestic animals may be accomplished by amending Chapter 6 of the Code of Ordinances.

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

PART 1: That Chapter 6, "Animals and Fowl," of the Code of Ordinances of the City of Abilene, Texas, are hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

PASSED ON FIRST READING this 13th day of February, 2025.

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 23rd day of February, 2025, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of February, 2025, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 27th day of February, 2025.

ATTEST:

_____

CITY SECRETARY

_____

MAYOR

_____

CITY ATTORNEY

Chapter 6 ANIMALS AND FOWL

ARTICLE I. IN GENERAL

Sec. 6-1. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

Animal: Any live, vertebrate creature, domestic or wild.

At large: Any animal off the property of its owner and not under the control of a competent person.

Commercial breeder: A person who has been issued a commercial breeding permit by Abilene Animal Outreach.

Domestic animals: Those animals which are naturally tame and gentle or which, by long association with ~~man~~humans, have become thoroughly domesticated and are now reduced to such a state of subjection to ~~his~~human will that they no longer possess a disposition or inclination to escape.

Kennel: Any place where more than four (4) dogs or more than four (4) cats, or any combination of cats and dogs where the total exceeds four (4) animals over the age of ten (10) weeks~~, and where said animals~~ are raised, trained, boarded, harbored, or kept.

Necessary veterinary care: Veterinary medical attention appropriate to the circumstances, whenever an animal is known or suspected to have suffered an injury, accidental or deliberate, or exhibits signs of disease process such as shock, temperature fluctuations, tremors, swelling, broken bone~~,~~(s), open ~~wounds,~~wound(s), inability to eat or drink, blistering, irregular or abnormal breathing, partial or local paralysis, abnormal discharge or bleeding, ~~manage~~mange, or other signs of health problems.

Owner: The actual owner of an animal and/or the person who has the care, custody, or control of such animal.

Restraint: An animal shall be deemed to be restrained when it is:

(1) Confined on the premises of the owner within a fence or enclosure;~~ or~~

(2) Fastened or picketed by a lead~~,~~ or rope ~~or chain~~ so as to keep the animal on the premises; ~~or~~

(3) Under the control of a person by a leash;~~ or~~

(4) On or within a vehicle being driven or parked; or

(5) At heel beside a competent person and obedient to that person's command.

Wild animal: Those animals of wild nature or disposition so as to require to be reclaimed and made tame by art, industry, or education, or else must be kept in confinement to be brought within the immediate control of the owner.

Sec. 6-2. Violations—Citing to appear.

(a) When an animal is found in violation of a provision of this chapter and its ownership is known to the agent of ~~the~~Abilene Animal ~~Control Department~~Outreach, such animal need not be impounded by the agent~~.~~ The agent may, if the owner agrees to sign a citation, issue a citation which shall require the person to appear in court within ten (10) days to answer a charge of a violation of this chapter.

(b) Signing the citation shall only be a promise to appear and is not an admission of guilt.

(c) It shall be unlawful for any person upon being issued any citation to give the animal control employee a false name or address.

(d) It shall be unlawful to fail to appear in municipal court within ten (10) days of the signing of the citation.

Sec. 6-3. Same—Impoundment.

(a) When an animal is found in violation of a provision of this chapter and its ownership is known to the ~~agents~~agent of ~~the~~Abilene Animal ~~Control Department~~Outreach and the owner cannot be located or refuses to sign a citation, the agent may impound the animal and/or file a complaint against the owner in municipal court.

(b) When an animal is found in violation of a provision of this chapter and its ownership is not known to the agent of ~~the~~Abilene Animal ~~Control Department~~Outreach, such animal shall be impounded~~.~~

Sec. 6-4. Interference with department.

No person shall interfere with, hinder, or molest any agent of ~~the~~Abilene Animal ~~Control Department~~Outreach in the performance of any duty of the agent~~,~~ or seek to release any animal in the custody of ~~the~~Abilene Animal ~~Control Department~~Outreach, the Abilene Animal Shelter's managing entity, or ~~its~~their agents.

Sec. 6-5. Records.

It shall be the duty of ~~the~~Abilene Animal ~~Control Department~~Outreach to keep, or cause to be kept, accurate and detailed records of:

(1) *Impoundment and disposition.* Impoundment and disposition of all animals coming into its custody.

(2) *Bite cases.* All bite cases reported to it and its investigation of same.

(3) *Monies received.* All monies received under this chapter.

Such records shall be open to inspection at reasonable times by persons responsible for similar records of the City~~,~~ and shall be audited by the City Auditor in the same manner as other City records which are audited.

Sec. 6-6. Noise.

It shall be unlawful for any person to own, keep, or be in control of any animal which causes unreasonably loud or unnecessary noise that causes material distress~~,~~ or discomfort to ~~persons, or~~ persons of ordinary sensibilities in the immediate vicinity.

Sec. 6-7. Keeping certain animals—Prohibited.

(a) It shall be unlawful for any person to harbor or maintain within the City limits the following animals:

(1) All high risk rabies carriers, as defined in state law, including bats, skunks, coyotes, raccoons, and foxes;

(2) Venomous reptiles and amphibians;

(3) Any wild animal whose normal mature weight exceeds forty (40) pounds; or

(4) Any "dangerous wild animal" as defined in the Texas Health and Safety Code, as amended.

(b) A person shall not sell, exchange, give away, or transfer a prohibited animal to any person in the City for use, retention, resale, or transfer as a pet or as a human's companion except as provided by state or federal law for:

(1) A federal, state, county, or municipal agency or an agent of such an agency acting in an official capacity;

(2) A research facility licensed by the United States Secretary of Agriculture under the Animal Welfare Act (7 U.S.C. § 2131 et seq~~.~~~~);~~.), as amended;

(3) A zoo;

(4) Transporting an injured, sick, orphaned, or abandoned prohibited animal for care or treatment;

(5) A licensed veterinarian, an incorporated humane society or animal shelter, or a person who holds a rehabilitation permit issued under V.T.C.A., Parks and Wildlife Code Ch. 43, subch. C, as amended, who is temporarily treating or caring for a sick or injured prohibited animal;

(6) A transient circus company;

(7) A television or motion picture production company that has temporary custody or control of the prohibited animal during the filming of a television or motion picture production in the City;

(8) A college or university that owns and has possession, custody, or control of the prohibited animal solely as a mascot for the college or university;

(9) Transporting the prohibited animal in interstate commerce in compliance with the Animal Welfare Act (7 U.S.C. § 2131 et seq.), as amended;

(10) A person whose only business is to supply nonhuman primates directly and exclusively to biomedical research facilities and who holds a Class "A" or Class "B" dealer's license issued by the United States Secretary of Agriculture under the Animal Welfare Act (7 U.S.C. § 2131 et seq.), as amended;

(11) A participant in a species survival plan of the American Zoo and Aquarium Association for the species of prohibited animal owned by or in the possession, control, or custody of the person; or

(12) Exhibiting a prohibited animal at a special event conducted with written permission from the City.

Sec. 6-8. Same—Exceptions.

The provisions of section 6-7 shall not apply to or prohibit the keeping of wild animals by the following:

(1) A publicly or privately owned zoo maintained or operated by a nonprofit organization or governmental entity.

(2) ~~Publicly~~A publicly or privately maintained circus, traveling show, or rodeo which does not remain in this City longer than thirty (30) days out of each year.

(3) Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals.

Sec. 6-9. Restraint of wild animals.

It shall be the duty of each owner of a wild animal in the City to keep the same under restraint at all times.

Sec. 6-10. Keeping swine restricted.

(a) ~~No~~Except as provided herein or as otherwise allowed by law, no person who is the owner of any swine~~,~~ or any person who has any swine under his or her management or control~~,~~ shall keep the same or allow the same to remain in any pen or in any other place within the City.

(b) This section shall not apply to or prohibit the keeping of swine by the following:

(1) A publicly or privately owned zoo maintained or operated by a nonprofit organization or governmental entity.

(2) ~~Publicly~~A publicly or privately maintained circus, traveling show, or rodeo which does not remain in the City longer than thirty (30) days out of each year.

(3) ~~Slaughterhouses~~A slaughterhouse.

(4) Any person, persons, organization, or corporation keeping swine in an agricultural open space district as provided by the City of Abilene zoning ordinance ~~and~~when said swine is kept no closer than six hundred (600) feet from any other residential district, church, or school.

(5) Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals.

Sec. 6-11. Running at large generally.

If any animal, other than ~~dogs, cats~~a dog, cat, or other domesticated ~~pets~~pet, is found at large within the City limits, the owner thereof shall be guilty of a misdemeanor.

Sec. 6-12. Herding.

The driving of herds of animals, other than dogs, cats, or other domesticated pets, along or upon any street, avenue, or alley of the City is hereby prohibited. This section shall not apply to or prohibit the herding of animals along or upon any street, avenue, or alley of the City by:

(1) ~~Publicly~~A publicly or privately maintained circus, traveling show, or rodeo which does not remain in this City longer than thirty (30) days out of each year.

(2) Any officer, agent, or employee of the federal, state, or local government, or agencies thereof, if such herding is done in the performance of ~~its~~ official duties.

Sec. 6-13. Dead animals—Leaving carcass exposed a nuisance.

(a) No person shall place or deposit the exposed carcass of any animal or fowl on any street, alley, highway, or public place or upon private property or shall stand or permit to stand any truck or other vehicle containing such carcass on any street, alley, highway, or public place or on private property within the City. The term "exposed" as used in this section ~~is meant~~means the exposure of the carcass of an animal so that putrefying odors may escape therefrom and contaminate the air.

(b) The exposure of the putrefying carcass of a beast so that noxious or disagreeable odors may escape therefrom and contaminate the air shall be a public nuisance, and the Health Officer or any ~~Police Officer~~peace officer may summarily remove such carcass to a point outside the City or may bury or burn the same, and the expense of such disposal shall be included in the fine collected from the person so violating this section.

Sec. 6-14. Same—Removal by owner.

No person shall allow or permit any animal or fowl which has died and which, at the time of death, was owned ~~or~~, controlled, or kept by such person to lie in or upon any street, alley, lot, or other place in this City. Such person or persons shall cause the carcass of such animal or fowl to be disposed of as the Health Officer may direct.

Sec. 6-15. Same—Removal and disposal service, fees.

The fees and charges for services furnished by the City~~,~~ shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-16. Care and humane treatment of animals.

(a) For purposes of this section, "restraint" shall mean a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

(b) It shall be unlawful for an owner or other person to:

(1) Fail to provide an animal with sufficient good and wholesome food and water~~,~~; adequate housing consisting of a three-sided structure with a cover or roof~~,~~ and a floor that is sufficient to keep the ~~animals~~animal dry and ensure that ~~they do~~it does not have to lay in water~~,~~; shelter and protection from the weather~~,~~; veterinary care when needed to prevent suffering~~,~~; or~~and~~ ~~with~~ humane care and treatment;

(2) Beat, torment, abuse, overload, seriously overwork, maim, disfigure, burn or scald, mutilate, or torture an animal;

(3) Carry or transport an animal in any vehicle or other conveyance in a cruel or inhumane manner;

(4) Cruelly confine an animal;

(5) Crop a dog's ears, dock a tail, remove dew claws, or perform other surgical procedures on a dog or cat, except as provided by the Veterinary Licensing Act, as amended;

(6) Use steel jaw or leg-hold traps or snares;

(7) Abandon an animal, including abandoning an animal in the owner's custody without making reasonable arrangements for the assumption of custody by another person;

(8) Instigate or permit any dog fight, cock fight, or other combat between animals or between animals and humans;

(9) Leave any animal in a standing or parked vehicle in such a way as to endanger the animal's health, safety, or welfare;

(10) Secure by use of a restraint a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian.

a. "Unhealthy situation" and "potentially dangerous situation for a pedestrian" shall include, but not be limited to:

1. Leaving a dog unattended by use of a restraint that unreasonably limits the dog's movement:

i. Between the hours of 10:00 p.m. and 6:00 a.m.;

ii. Within five hundred (500) feet of the premises of a school; or

iii. In the case of extreme weather conditions, including conditions in which the actual or effective outdoor temperature is below thirty-two (32) degrees Fahrenheit, a heat advisory has been issued by a local or state authority or jurisdiction, or a hurricane, tropical storm, flood, or tornado warning has been issued for the jurisdiction by the National Weather Service.

2. Secure by use of a restraint an animal in such a manner as to permit the animal access upon any public "right-of-way";

3. Secure by use of a restraint an animal in such a manner that does not permit the animal to reach ~~shelter, food~~food, potable water, an area that allows the animal to avoid standing water and exposure to excessive animal waste, shade from direct sunlight, or ~~water~~adequate shelter;

4. Secure by use of a restraint an animal in such a manner that it is subject to attacks by persons or other animals, stinging bites from outdoor insects, or other similar hazards that pose an unreasonable threat of injury to the animal;

5. Failing to remove waste on a daily basis from the area in which the animal is restrained;

6. Using a choke-type collar ~~to~~ on an animal in conjunction with a restraint~~.~~; or~~and~~

7. Restraining a dog outside and unattended by use of a restraint that is a chain or has weights attached.

b. It shall be minimally required that the ~~tether~~restraint used must be ~~at least ten (10) feet in length,~~ equipped with swivel ends~~,~~; positioned in such a manner as to prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving any part of its owner's property~~,~~; and ~~that is~~ secured to the animal using a properly fitted collar or harness.

c. For purposes of subsection (10), a restraint unreasonably limits a dog's movement if the restraint: uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog; is a length shorter than~~that~~ the greater of five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail or ten (10) feet; is attached to a trolley system that allows the dog to move along a running line for a distance less than the greater of five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail or ten (10) feet; is in an unsafe condition; or causes injury to the dog.

d. ~~Notwithstanding subsections [sic] subsection~~Subsection (10) does not apply to:

~~2~~1. A dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;

~~3~~2. A dog restrained for a reasonable period, not to exceed three (3) hours in a twenty-four-hour period~~,~~ and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;

~~4~~3. A dog restrained while the owner is engaged in, or actively training for, an activity ~~that is~~ conducted ~~pursuant to~~under a valid license issued by this state if the activity ~~for which the license is issued~~ is associated with the use or presence of a dog;

~~5~~4. A dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; ~~or~~

~~6~~5. A dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products~~, if the restraint is~~;

6. A dog restrained in an open-air truck bed only for the time reasonably necessary for the owner to complete a temporary task that requires the dog to be left unattended in the truck bed;

7. A dog restrained while the owner is engaged in, or actively training for, hunting or field trialing.

(11) Kill an animal, except as allowed by law;

(12) Expose an animal to any poisonous substance, whether mixed with food or not, so that the poison is likely to be ingested by an animal. Provided, however, it shall not be a violation of this section for a person, on his or her own property, to expose rats or mice to common rat poison intended for the purpose of exterminating the rats or mice; or

(13) Cause any of the enumerated acts (1)—(12) to be done~~;~~.

Sec. 6-17. Removal of animal in immediate danger and veterinary medical attention.

(a) Any animal observed by a peace officer or agent of ~~the~~Abilene Animal ~~Control Department~~Outreach that appears to be in immediate danger may be removed from such situation by the quickest and most reasonable means available.

(b) In the event the animal removed requires veterinary medical attention, the peace officer or agent of ~~the~~Abilene Animal ~~Control Department~~Outreach removing the animal is authorized to take the animal to a licensed veterinarian as soon as practicable for veterinary medical treatment. The owner will be responsible for reimbursing the City for the cost of any veterinary medical treatment~~,~~ and must pay the bill before redeeming the animal~~,~~ in the event the animal is allowed to be returned to the owner. If a person other than the owner is found to have violated section 6-16, that person will be responsible for reimbursing the City for the amount of the veterinary medical bills. Such reimbursement is required before the animal will be released to the owner.

(c) If the veterinarian determines that the animal is too severely injured, or is too ill, to have a reasonable chance of recovery, ~~the~~Abilene Animal ~~Control Department~~Outreach is authorized to have the animal humanely destroyed. Any costs incurred as a result of the humane destruction of the animal may be recovered from the owner or other person who is found to have violated section 6-16.

Sec. 6-18. Impoundment, release, and disposition of animal.

(a) Any peace officer or any agent of ~~the~~Abilene Animal ~~Control Department~~Outreach may seize and impound any animal that appears to have been cruelly treated in violation of section 6-16.

(b) If the animal is not in need of immediate veterinary medical attention as provided in section 6-17, the animal shall be held by ~~the~~Abilene Animal ~~Control Department~~Outreach while an investigation is conducted to determine whether there is sufficient evidence to proceed against the owner or other person for a violation of section 6-16.

(c) If at the conclusion of the investigation ~~the~~, Abilene Animal ~~Control Department~~Outreach determines that there is not enough evidence to proceed against the owner or other person for a violation of section 6-16, or other law prohibiting cruelty to animals, the animal shall be returned to the owner upon payment of any veterinary medical bills as provided in section 6-17~~,~~ and payment of impound fees and compliance with the associated requirements set forth in section 6-93. Payment of the veterinary medical bills and impound fees is required before the animal will be released.

(d) If at the conclusion of the investigation ~~the~~, Abilene Animal ~~Control Department~~Outreach determines that there is enough evidence to proceed against the owner or other person for a violation of section 6-16, ~~the~~Abilene Animal ~~Control Department~~Outreach may initiate a proceeding in the municipal court to:

(1) Prosecute the owner or other person for a violation of section 6-16;

(2) Determine the appropriate disposition of the animal;

(3) Assess the appropriate amount of impound fees and veterinary medical bills required to be paid by the owner or other person found to have violated section 6-16; and

(4) Impose a fine in accordance with section 1-9.

(e) If, after prosecution for an offense under section 6-16, the municipal court finds the owner or other person prosecuted for a violation of section 6-16 not guilty, the owner or other person prosecuted is still responsible for payment of any veterinary medical bills as provided in section 6-17~~,~~ and payment of any impound fees and compliance with the associated requirements set forth in section 6-93. Full payment of veterinary medical bills and impound fees~~,~~ and compliance with section 6-93 is required before the animal will be released to the owner.

(f) Nothing in this article shall be construed to prevent the election by ~~the~~Abilene Animal ~~Control Department~~Outreach to pursue criminal charges against the owner or other person for violations of the applicable animal cruelty provisions of the Texas Penal Code.

Sec. 6-19. Sale of domestic animals in public ~~s~~places

It shall be unlawful for any person to sell, trade, barter, lease, rent, give away, or display for commercial purposes any domestic animal on a roadside, public right-of-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event. This section does not apply to a sale held on privately owned property with the written permission of the owner of the property including a parking lot where the seller has the parking lot owner's written permission. This section does not apply to the City of Abilene or a not-for-profit 501(c)(3) animal welfare, rescue, or adoption agency.

Secs. 6-~~19~~20—6-28. Reserved.

ARTICLE II. PETS

DIVISION 1. GENERALLY

Sec. 6-29. Exemption.

Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this article, except as otherwise stated.

Sec. 6-30. Reserved.

Sec. 6-31. Vaccination.

No person shall own, keep, or harbor a dog or cat over the age of four (4) months within the City limits unless the dog or cat has a current certificate of vaccination for an anti-rabies vaccine.

Sec. 6-32. Restraint of dogs.

Every person who owns, keeps, or is in charge of a dog shall restrain ~~his~~the dog at all times.

Sec. 6-33. Special confinement requirement for fierce, dangerous, vicious dogs.

The owner shall confine within a building or a secure enclosure a fierce, dangerous, or vicious dog and not take such dog out of such building or secure enclosure unless such dog is securely muzzled.

Sec. 6-34. Spay or neuter required

All dogs and cats over six (6) months of age that are kept, harbored, or maintained within the city limits must be spayed or neutered. This section applies to the owner of the dog or cat. This section does not apply to an owner who holds a commercial breeder's permit issued under this chapter. This section does not apply to an owner whose dog or cat is temporarily kept, harbored or maintained within the city limits for one week or less.

Sec. 6-35. Commercial breeding

(a) Commercial breeding—Permit required.

(1) A person commits an offense if the person breeds cats or dogs, to the extent that more than twelve (12) cats, dogs, or combination thereof or two (2) litters of cats, dogs, or combination thereof, whichever is greater, are produced during any twelve (12) consecutive month period, without a commercial breeding permit issued by Abilene Animal Outreach.

(2~~3~~) An application for a commercial breeding permit must be made on the form prescribed by Abilene Animal Outreach and shall include, at a minimum, the following information:

a. Applicant's name, telephone number, and address;

b. Address where any notices related to the permit are to be sent;

c. Address of proposed location for breeding the dogs or cats;

d. A description of the species, breed, gender, age, and registration certificate number for each female animal to be used for breeding;

e. A description of the species, breed, gender, and, if applicable, microchip number for each female animal owned by the commercial breeder which will not be used for breeding;

f. A statement affirming that the applicant is familiar with the provisions of this chapter and will maintain all breeding animals in accordance with all applicable legal requirements;

g. A statement affirming that, upon request by the department, the applicant will make the breeding animals, premises, equipment, and veterinary records available for inspection during business hours; and

h. A statement affirming the applicant will notify Abilene Animal Outreach, as required, of any additional female cats or dogs acquired for breeding during the term of the permit.

(34) Abilene Animal Outreach shall not issue a commercial breeding permit if:

a. Operation of commercial breeding at the proposed location would violate established zoning laws of the City of Abilene;

b. The applicant or the applicant's spouse has been found by a court of competent jurisdiction to have cruelly treated an animal, used an animal for dog or cock fighting, or been a spectator of dog or cock fighting; or

c. In the twelve (12) months preceding the date of the application, the applicant or the applicant's spouse received two (2) or more citations for violating any provision of this chapter. This prohibition shall not apply if the citation was subsequently dismissed or if the applicant or the applicant's spouse was found "not guilty" of the citation by a court of competent jurisdiction.

(46) A permit issued under this section is issued to the individual applicant and is not transferable to another person. The permit shall be valid for a period of two (2) years, unless revoked or surrendered. Permits may be surrendered by providing written notification of the surrender to Abilene Animal Outreach.

(57) Abilene Animal Outreach may revoke a commercial breeding permit in accordance with this section upon providing the permit holder written notice via hand-delivery, certified mail, return receipt requested, or electronic mail with delivery confirmation.

(8) A commercial breeder permit may be revoked if:

a. The permit holder provided false information on the application;

b. The permit holder or the permit holders's spouse has been found by a court of competent jurisdiction to have cruelly treated an animal, used an animal for dog or cock fighting, or been a spectator of dog or cock fighting;

c. The permit holder or the permit holder's spouse has been convicted of a violation of any provision of this chapter on two (2) or more occasions within the past twelve (12) months; or

d. Other good cause as determined by the City Manager or his or her designee.

(9) Commercial breeders acquiring a female cat or dog for breeding purposes during the term of a permit are required to notify Abilene Animal Outreach of the acquisition by completing the form prescribed by Abilene Animal Outreach.

(b) Planned breeding—Registration certificate required.

(1) Every female cat or dog to be used for breeding by a commercial breeder shall be microchipped and registered as a registered breeding animal prior to being used for breeding.

(2) The registration application shall be on the form prescribed by Abilene Animal Outreach and, at a minimum, include:

a. The name of the animal;

b. A description of the animal's species, breed, gender, and age;

c. A signed, written letter of approval for breeding by a licensed veterinarian dated within the last ninety (90) days;

d. Records of the animal's microchip, including the unique microchip ID, and current rabies vaccination; and

e. Proof of registration with the American Kennel Club or license for breeding issued by the Texas Department of Licensing and Regulation pursuant to the "Dog or Cat Breeders Act."

(3) A registration certificate authorizing the animal to be used for breeding should be issued within ten (10) business days.

(4) The registration certificate shall authorize the animal to be used by a commercial breeder for breeding for a period of two (2) years from the date of issuance unless suspended or surrendered. The commercial breeder may notify Abilene Animal Outreach in writing to surrender the certificate.

(5) The registration certificate authorizing an animal to be used for breeding is automatically suspended during any period in which a licensed veterinarian determines it is unsafe for the animal to be used for breeding or the animal is subject to mandatory quarantine.

(c) Appealing determination of Aanimal Sservices Mmanager.

(1) If Abilene Animal OutreachServices denies, fails to renew, revokes, or suspends any license, permit, or other authorization provided in this section, the applicant or person holding such license, permit, or other authorization may appeal the decision to the Ccity Mmanager or his or her's designee by filing a written appeal with the City Manager within ten (10) business days of the notice being sent.

(2) The Ccity Mmanager or his or her's designee shall make a decision within ten (10) business days of the appeal being received.

Secs. 6-~~34~~36—6-44. Reserved.

DIVISION 2. LICENSE

Sec. 6-45. Required.

No person shall own, keep, or harbor a dog or cat over the age of four (4) months within the City unless a license has been obtained for the same.

Sec. 6-46. Administration by veterinarians.

The City ~~Animal Control Department~~of Abilene or its authorized agent will furnish licensed veterinarians who agree to follow the provisions of this division with application forms and license tags for dogs and cats.

Sec. 6-47. Application.

Written applications for dog and cat licenses shall be made upon a printed application form provided by the City and shall state the name and address of the owner or keeper of said dog or cat and the name, breed, color, age, and sex of the dog or cat being licensed.

Sec. 6-48. Conditions for license.

The dog and cat license tags shall be issued upon payment of the license fee and the meeting of one (1) of the following conditions:

(1) Vaccination by a licensed veterinarian with anti-rabies vaccine; or

(2) Presentation of a metal vaccination tag issued by a licensed veterinarian showing that such vaccination was given less than three (3) months prior to the date of application for such license.

Sec. 6-49. Fee.

The fees and charges for services furnished by the City~~,~~ shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-50. Issuance.

Dog and cat license tags shall be issued by the ~~Animal Control Department~~City of Abilene or its authorized agent and authorized veterinarians licensed in the state and practicing within the City limits or its extraterritorial jurisdiction.

Sec. 6-51. Collar, tag to be worn.

Every person who owns, keeps, or is in charge of or in control of a dog or cat within the City shall provide and place on such dog or cat a collar or harness which shall be worn by said dog or cat at all times when off the premises of said person~~,~~ and shall attach to the collar or harness the metal license tag obtained pursuant to this division.

Sec. 6-52. Transfer.

Each dog or cat license issued under this division shall be restricted to the animal for which the same was issued and shall not be transferred.

Sec. 6-53. Duration.

Every license issued under the provisions of this division shall be valid for one (1) year from the date of issuance thereof.

Sec. 6-54. Reimbursement by City.

The City will reimburse authorized licensed veterinarians the sum of one dollar ($1.00) for each dog or cat license issued by such veterinarian~~,~~ to help defray the cost imposed on such veterinarian for issuing said licenses in accordance with this article.

Secs. 6-55—6-59. Reserved.

DIVISION 3. DANGEROUS AND AGGRESSIVE DOGS

Sec. 6-60. Authorization, Dangerous Dogs.

The general laws of the state, except as specifically provided through proper ordinances and regulations of the City, shall control the handling of dangerous dogs. There is adopted as part of this chapter all of the provisions of V.T.C.A., Health and Safety Code title 10, Ch. 822, subch. ~~D~~D, including § 822.0422, as amended, insofar as applicable.

Sec. 6-61. Definitions.

For the purposes of this division~~article~~, the following words and/or phrases shall have the meanings respectively ascribed to them by the statute except as provided below:

~~"~~"*Dangerous dog*~~"~~" as defined in V.T.C.A., Health and Safety Code § 822.041~~, is amended to include the additional definition~~definitions ~~of:~~

"*Aggressive dog*" is a dog that makes an unprovoked attack on a domestic animal that causes bodily injury or death and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own.

Sec. 6-62. Dangerous Dog determination, Seizure~~.~~

~~(~~.(a) If a person reports an incident described by V.T.C.A., Health and Safety Code § 822.041(2), ~~as codified and amended by section 6-61 of the Abilene City Code, the~~Abilene Animal ~~Control Department~~Outreach may seize and impound the dog pending investigation of the incident.

(b) ~~The~~Abilene Animal ~~Control Department~~Outreach shall release the dog to the owner if ~~the~~Abilene Animal ~~Control Department~~Outreach has not made a determination that the dog is a dangerous dog on or before the tenth business day after the seizure and impoundment of

the dog, and if all fees have been paid as required under subsection (d). Release of the dog does not prohibit the Abilene Animal ~~Control Department~~Outreach from receiving more information and subsequently declaring the dog a dangerous animal.

(c) If ~~the~~Abilene Animal ~~Control Department~~Outreach determines the dog is a dangerous dog, it shall continue to impound the dog until the owner complies with V.T.C.A., Health and Safety Code § 822.042, or until such time as the dog may legally be destroyed.

(d) The owner shall pay any cost or fee assessed by ~~the~~Abilene Animal ~~Control Department~~Outreach related to the seizure, acceptance, impoundment, or destruction of the dog. In the event that the dog is returned to the owner, all fees must be paid prior to release of the dog.

Sec. 6-63. Aggressive Dog determination; Seizures~~; levels defined~~.

(a) After receiving a sworn affidavit of complaint and upon making a decision that seizure is a reasonable precaution to ensure the health and safety of the public, an Abilene Animal Outreach officer may seek a warrant for the immediate seizure and impoundment of the dog. A search and seizure warrant shall be obtained from any municipal court magistrate to enter onto private property to search for a dog which is allegedly an aggressive dog, if permission to enter the subject premises is denied by a person in lawful possession.

(b) Abilene Animal Outreach shall release the dog to the owner if Abilene Animal Outreach has not made a determination that the dog is an aggressive dog on or before the tenth business day after the seizure and impoundment of the dog, and if all fees have been paid as required under subsection (d). Release of the dog does not prohibit the Abilene Animal Outreach from receiving more information and subsequently declaring the dog an aggressive animal.

(c) The owner shall pay any cost or fee assessed by Abilene Animal Outreach related to the seizure, acceptance, impoundment, or destruction of the dog. In the event that the dog is returned to the owner, all fees must be paid prior to release of the dog.

(d) ~~I~~If the dog is determined to be an aggressive dog, the cost of securing and caring for the dog shall be borne by the owner. If a dog which has been impounded by Abilene Animal Outreach is determined to be an aggressive dog, it shall not be released back to the owner until the owner certifies in writing the owner will comply with the conditions set forth in section 6-65 as required and has paid all fees incurred for impoundment of the dog. If the owner fails to take the necessary action to have the dog released to the owner under this section within thirty (30) days of the date of the final aggressive dog determination, the owner shall be deemed to have surrendered ownership of the aggressive dog to the city in which case the dog shall become the property of the City of Abilene and may be placed for adoption, transferred to rescue/foster organizations/individuals, transferred to other humane organizations, or euthanized humanely, as determined by Abilene Animal Outreach. If ownership of the dog is transferred, the new owner must be made aware of the dog's classification and the required conditions with which the new owner must comply.

(e) If a dog which has been impounded by Abilene Animal Outreach is determined not to be an aggressive dog, the dog shall be released to the owner and the owner shall not be responsible for payment of the fees associated with the impoundment of the dog. If such dog is not reclaimed within three (3) days of the owner receiving written notice the dog is able to be reclaimed, the dog shall become the property of the City of Abilene and may be placed for adoption, transferred to rescue/foster organizations/individuals, transferred to other humane organizations, or euthanized humanely, as determined by Abilene Animal Outreach.

(f) Abilene Animal Outreach shall give the dog's owner written notice of the dog's specific behaviors resulting in the determination that the dog is an aggressive dog, of the dog's classification as an aggressive dog, and of the restrictions applicable to that dog by reason of its classification.

Sec. 6-64. Appeal of aggressive dog determination.

(a) An owner may appeal an aggressive dog determination within fifteen (15) calendar days after receiving notice of the determination by:

(1) Filing a written notice of appeal of the aggressive dog determination in the Abilene Municipal Court;

(2) Attaching a copy of the determination of Abilene Animal Outreach; and

(3) Serving a copy of the notice of appeal to Abilene Animal Outreach by certified mail.

(b) A municipal court judge shall conduct a hearing to determine whether the preponderance of the evidence supports the aggressive dog determination.

(c) The municipal court judge shall be the finder of fact. As such, the municipal court judge may compel attendance of the complainant, any known witnesses, the dog owner against whom the complaint was filed, and Abilene Animal Outreach staff who investigated. Failure of the owner of the animal to appear at the hearing shall result in a final classification with no further appeal. The owner may be represented by counsel.

(d) At the conclusion of the hearing, the municipal court judge may affirm or reverse the aggressive dog determination.

(e) The result of the appeal hearing is final, and, if the dog is determined to be an aggressive dog, shall be considered a final aggressive dog determination.

(f) An aggressive dog determination made by Abilene Animal Outreach which is not timely appealed shall be considered a final aggressive dog determination.

Sec. 6-65. Regulation of aggressive dogs.

(a) In addition to the other requirements of this chapter, the owner or keeper of an aggressive dog shall, within thirty (30) days of a final aggressive dog determination, comply with the following conditions:

(1) The aggressive dog shall be confined so as not to be at large by an enclosure or structure in a manner that prevents the dog from reaching any public sidewalk or adjoining property and must be located so as not to interfere with the public's

legal access to the owner's or keeper's premises whenever the dog is outside. The owner or keeper shall restrict the dog to the owner's or keeper's property unless the dog is restrained by an adequate leash under the control of a capable person and muzzled in a manner that will not cause injury to the dog nor interfere with its vision or respiration. The owner or keeper of an aggressive dog shall post no less than two (2) "Beware of Dog" warning signs on the property where the dog is being kept and shall not permit the warning signs to be removed. The signs must be sufficient in size to be readable from the public right-of-way. The signs shall be no closer than six (6) feet apart. In addition, Abilene Animal Outreach may require the owner or keeper to obtain and maintain proof of public liability insurance in the amount of one hundred thousand dollars ($100,000.00).

(2) To ensure correct identification, all dogs that have been classified as aggressive dogs shall be microchipped and photographed and may be fitted with a special tag or collar as determined by Abilene Animal Outreach at the owner's expense.

(3) The owner or keeper of an aggressive dog shall not allow the special tag or collar to be removed from the dog. The owner or keeper of an aggressive dog shall not allow the dog to be moved to a new address or change owners or keepers without providing Abilene Animal Outreach at least ten (10) days' prior written notice containing the new address and name and contact information for the new owner(s) or keeper(s). If the dog changes owners or keepers, the person providing the dog to the new owner or keeper shall notify the new owner or keeper of the dog's classification and the requirements with which the owner or keeper must comply and certify to Abilene Animal Outreach, in writing, that such notification was made.

(4) At the owner's expense, the aggressive dog must be spayed or neutered either by Abilene Animal Outreach or, at the discretion of Abilene Animal Outreach, by a veterinarian approved by Abilene Animal Outreach prior to being released back to its owner.

(b) Notwithstanding any other provision, if Abilene Animal Outreach determines an owner or keeper of an aggressive dog has failed to comply with the requirements of this chapter, Abilene Animal Outreach may request a show cause hearing before the municipal court and seize the aggressive dog, pursuant to a warrant or court order until such time as the hearing can be held. The hearing shall be held no later than ten (10) calendar days from the date the aggressive dog is seized. Upon the conclusion of the hearing, the judge may, but is not required to, modify the requirements of the existing aggressive dog determination. Such modifications may include ordering the aggressive dog to be humanely euthanized.

Secs. 6-~~63~~66—6-68. Reserved.

ARTICLE III. IMPOUNDMENT

DIVISION 1. GENERALLY

Sec. 6-69. Authorized.

Any peace officer or any agent of ~~the~~Abilene Animal ~~Control Department~~Outreach may take up and impound any animal found in violation of this chapter.

Sec. 6-70. Impoundment~~Pets~~.

The impoundment of dogs, cats, or any other domestic animal~~pet~~~~pets~~ shall be as provided in sections 6-89 through 6-99.

Sec. 6-71. Confinement by private citizen.

If any animal, including any domestic animal~~pet~~, is found upon the premises of any person, the owner or occupant of the premises shall have the right to confine such animal temporarily until he or she can notify ~~the~~Abilene Animal ~~Control Department.~~Outreach. When notified, ~~it~~Abilene Animal Outreach shall ~~be~~have the duty ~~of the department~~ to impound such animal as provided in this chapter.

Sec. 6-72. ~~Pound~~Shelter fees.

The fees and charges for services furnished by the City~~,~~ shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-73. Disposition at City ~~Manager~~Manager's or his or her designee's discretion.

If any animal impounded is found to be affected with a contagious disease~~,~~ or if the animal is seriously injured~~,~~ or if ~~it~~the animal cannot be otherwise placed for adoption, the animal shall become the property of the City, and ~~it~~the animal may immediately be euthanized or otherwise disposed of without notice or any waiting period. All decisions as to the condition, adoption, or other disposition of the ~~animals~~animal shall be made by the City Manager or his or her designee.

Sec. 6-74. Redemption.

The owner of any animal not affected with a contagious disease or seriously injured and impounded under the provisions of this chapter may redeem the same within three (3) business days of its impoundment by paying the required ~~pound~~shelter fees.

Sec. 6-75. Disposition of impounded animals.

If not redeemed within the appropriate time period specified in section 6-74, the animal shall become the property of the City, and the animal may be adopted, euthanized, or otherwise disposed of as recommended by the City Manager or his or her designee.

Sec. 6-76. Reserved.

Sec. 6-77. Records of impoundment.

~~The~~Abilene Animal ~~Control Department~~Outreach shall keep a record for at least one (1) year giving the description of all animals impounded, the date of impoundment, the date of

adoption or other disposition, the amount realized for such animal, and the name and address of the new owner.

Secs. 6-78—6-88. Reserved.

DIVISION 2. PETS

Sec. 6-89. Authorized.

The agents of ~~the~~Abilene Animal ~~Control Department~~Outreach are authorized to take up and impound:

(1) All dogs found not restrained by their owners; or

(2) All cats which do not have a vaccination tag as provided by sections 6-31 and 6-51 and are found not restrained by their owners.

Sec. 6-90. Redemption.

(a) The redemption period for an animal impounded other than for quarantine or pursuant to a court order, is:

(1) Three (3) business days after the date of impoundment, unless subsections (b) or (c) apply to the animal.

(b) The redemption period for an animal impounded pursuant to a court order is the time set forth in the court order or, if no provision is made in the court order, five (5) days after the court proceedings are final.

(c) The redemption period for an animal impounded for quarantine is three (3) days after completion of the quarantine period.

(d) If an animal is not redeemed within the appropriate time period specified in subsections (a) through (c~~),~~) or the animal is voluntarily surrendered by the owner, the animal shall become the property of the City and may be placed for adoption, euthanized, or otherwise disposed of as recommended by the City Manager or his or her designee.

(e) An owner of an impounded animal commits an offense if he or she removes or attempts to remove the animal from ~~a City~~the Abilene Pet Adoption and Resource Center~~Animal Shelter~~ without first paying all applicable fees required in this chapter.

(f) *Notice.* Upon impounding a dog found with current vaccination tags or chip, the agents of ~~the~~Abilene Animal ~~Control Department~~Outreach shall make a reasonable effort to notify the owner that his or her animal has been impounded and the conditions whereby he or she may regain custody of such animal.

Sec. 6-91. Reserved.

Sec. 6-92. Fees.

The fees and charges for services furnished by the City~~,~~ shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-93. Reserved.

Sec. 6-94. Redemption of unvaccinated or unsterilized animal.

(a) The owner of any animal over the age of four (4) months, which has not been vaccinated as required by this chapter, upon satisfactory proof of ownership, shall pay to the City ~~Animal Services~~of Abilene or its authorized Agent applicable fees to cover the cost of rabies vaccination and City tag for the animal before the animal can be redeemed. Upon payment of the fee, a receipt for the shots shall be given to the owner to be honored by the veterinarian designated by the owner. The owner of the animal shall have seventy-two (72) hours from the time the receipt is issued to take the animal and receipt to the veterinarian for vaccination. Failure to vaccinate within the stated time period will result in forfeiture of the rabies vaccination and City tag fees to the City. Each month, all veterinarians shall turn in all receipts that they have received, and the City shall reimburse them for the full value of each receipt.

(b) An owner reclaiming any dog or cat over the age of six (6) months, which has not been sterilized (spayed or neutered), shall submit written proof to the City of Abilene or its authorized Agent of having the animal sterilized within thirty (30) calendar days of the animal's release from the animal shelter. Any owner who does not provide such proof of sterilization as required by this section shall commit an offense.

(1) An owner is excepted from the sterilization requirement of this subsection (b) if the owner proves to the satisfaction of the City of Abilene or its authorized Agent within thirty (30) calendar days of the animal's release from the animal shelter:

a. That the animal is dead, lost, or stolen; or

—A licensed veterinarian has certified that the animal should not be sterilized for health reasons or is permanently non-fertile.

(2) It is an affirmative defense to the sterilization requirement of this subsection (b) that:

a. The owner is a licensed breeder under this Chapter;

b. The animal being reclaimed is a dog bred with the intent that it be used primarily for the purposes described in Texas Occupations Code Section 802.005(a); or

c. The animal is a trained animal used by or under the authority of a governmental agency in police or rescue work.

(c) If an owned dog or cat is impounded twice by the City of Abilene or its authorized Agent and such animal is over the age of six (6) months, then prior to the release of said animal to the owner after the second such impoundment, the owner shall allow and pay for the animal to be sterilized (spayed or neutered), or show proof satisfactory to the City of Abilene or its Authorized Agent that said animal has been sterilized (spayed or neutered) previously. Any owner who misrepresents whether said animal has been sterilized shall commit an offense.

(1) An owner is excepted from the sterilization requirement of this subsection (c) if the owner proves to the satisfaction of the City of Abilene or its authorized Agent prior to release that a licensed veterinarian has certified that the animal should not be sterilized for health reasons or is permanently non-fertile.

Sec. 6-95. Reserved.~~Transfer of title; deposits for spaying and neutering.~~

~~The fees and charges for services furnished by the City, shall be determined from time to time and placed on file in the office of the City Secretary.~~

Sec. 6-96. Placement with competent person.

The ~~Animal Control Department~~City of Abilene or its authorized Agent may place any animal~~,~~ held at ~~its animal shelter,~~the Abilene Pet Adoption and Resource Center~~Animal Shelter~~ in the custody of some person deemed to be a responsible and suitable owner~~,~~ who will agree to comply with the provisions of this chapter.

Sec. 6-97. Reserved.~~Placement with humane society, fees.~~

~~The fees and charges for services furnished by the City, shall be determined from time to time and placed on file in the office of the City Secretary.~~

Sec. 6-98. Reserved.

Sec. 6-99. Destruction of donated, sick, injured animals.

The ~~Animal Control Department~~City of Abilene or its authorized Agent may destroy any animal by a humane method if it has been donated to the ~~shelter~~Abilene Pet Adoption and Resource Center~~Animal Shelter~~ with the request that it be destroyed~~,~~ if the animal is so sick or injured that its cure is considered by the ~~Animal Control Department~~City of Abilene or its authorized Agent to be impractical or if its death is imminent~~,~~ or if it is found to be infected with a contagious disease. In any such event, the animal shall become the property of the City, and such destruction may be done immediately without notice or any waiting period.

Secs. 6-100—6-115. Reserved.

ARTICLE IV. RABIES CONTROL

DIVISION 1. GENERALLY

Sec. 6-116. Report of rabies suspect by veterinarian.

It shall be the duty of every licensed veterinarian to report to ~~the~~Abilene Animal ~~Control Department~~Outreach his or her diagnosis of any animal observed by him or her as a rabies suspect.

Sec. 6-117. Report of bites or scratches by physicians.

It shall be the duty of every physician or other practitioner to report to ~~the~~Abilene Animal ~~Control Department~~Outreach the names and addresses of persons treated for bites or scratches inflicted by animals, together with such other information as will be helpful in rabies control.

Sec. 6-118. Killing or removing rabid animal from the City.

No person shall kill or cause to be killed any rabid animal, any animal suspected of having been exposed to rabies, or any animal which has bitten a human or which is suspected of having bitten a human, except as herein provided, nor remove same from the City limits without written permission from ~~the~~Abilene Animal ~~Control Department.~~ Outreach.

Sec. 6-119. Surrender of carcass.

The carcass of any dead animal suspected of having been exposed to rabies shall, upon demand, be surrendered to ~~the~~Abilene Animal ~~Control Department.~~ Outreach.

Sec. 6-120. Disposition of rabid animals.

~~The~~Abilene Animal ~~Control Department~~Outreach shall direct the disposition of any animal found to be infected with rabies.

Sec. 6-121. Duty to surrender animal.

No person shall fail or refuse to surrender any animal for quarantine, destruction, or disposal as required herein when demand is made therefor by ~~the~~Abilene Animal ~~Control Department.~~ Outreach.

Sec. 6-122. Rabies control authority.

The Abilene Animal ~~Services Manager~~Outreach Supervisor or designee shall be the rabies control authority authorized to quarantine an animal as provided in V.T.C.A., Health and Safety Code Ch. 826, as amended, and the rules adopted by the Texas Board of Health under that chapter.

Secs. 6-123—6-132. Reserved.

DIVISION 2. QUARANTINE OF SPECIFIC ANIMAL

Sec. 6-133. Authorized; minimum time.

Upon being presented a sworn affidavit that an animal has bitten or scratched a person, the City Manager or his or her designee shall quarantine the animal so identified for a period of ten (10) days.

Sec. 6-134. Places.

(a) Quarantine of an animal which has bitten or scratched a person shall be at the following:

(1) Animal shelter.;

(2) A licensed veterinarian hospital in the City at the expenses of the owner, upon the owner's request. an approval by the local rabies control authority; or

(3) Home quarantine. Home quarantine is permissible when allowed by applicable laws and regulations and the City Manager or his or designee agrees that home quarantine is warranted and believes the following requirements are satisfied:

a. The owner of the animal is a resident of this City and agrees to keep the animal at his or her residence in this City;

b. The animal was properly restrained at the time the bite occurred; and

c. The animal was properly protected by rabies vaccination.

(b) Animals of unknown ownership will be quarantined at the Abilene Pet Adoption and Resource Center.animal shelter.

Abilene Animal Shelter.

Sec. 6-135. Surrender by owner.

Upon the demand made by theAbilene Animal Control DepartmentOutreach, it shall be unlawful for the owner to fail to surrender any animal which has bitten or scratched a human being or which is suspected of having been exposed to rabies, for quarantine, which expenses shall be borne by the owner.

Sec. 6-136. Released to owner.

The quarantined animal may be reclaimed by the owner if adjudged free of rabies, upon payment of the fees set forth in section 6-92, upon compliance with the vaccination provisions set forth in section 6-31.

Sec. 6-137. Pathological examination—Death during quarantine.

When an animal under quarantine diagnosed by a licensed veterinarian as being rabid or suspected of being rabid dies while under observation, ~~the~~Abilene Animal ~~Control Department~~Outreach shall immediately send the head of such animal to the Health Department for a pathological examination. ~~The~~Abilene Animal ~~Control Department~~Outreach shall notify the proper Health Officer of reports of human contacts and then the diagnosis made of the suspected animal after the pathological examination has been made.

Sec. 6-138. Same—Emergency situation.

When an animal bites or scratches a person so that the Director of the Health Department believes that the quarantine observation period cannot be observed because of the danger of developing rabies, the Health Director shall order that ~~the~~Abilene Animal ~~Control Department~~Outreach immediately forward the animal's head for pathological examination.

Secs. 6-139—6-149. Reserved.

DIVISION 3. CITY-WIDE QUARANTINE

Sec. 6-150. When authorized.

A City-wide quarantine may be invoked for a period of thirty (30) days by the City Council upon the recommendation of ~~the~~Abilene Animal ~~Control Department~~Outreach after it has been notified by the Health Department of a positive diagnosis of rabies of an animal or after an investigation has determined there exists an immediate threat of rabies.

Sec. 6-151. Extension of time.

In the event there are additional positive cases of rabies occurring within the thirty-day period of the City-wide quarantine, such period of quarantine shall be extended for additional reasonable period of time.

Sec. 6-152. Destruction of bitten animals.

During a period of City-wide rabies quarantine, every animal bitten by a rabid animal shall be destroyed.

Sec. 6-153. Confinement of animals.

It shall be unlawful for any person to take or permit any animal in the streets or any other public place during the period of quarantine, including but not limited to public and private dog parks.

Secs. 6-154—6-165. Reserved.

ARTICLE V. TRAPS

Sec. 6-166. Placement and baiting prohibited on streets and alleys.

It shall be unlawful for any person to place and bait or to permit the placing or baiting ~~and placing~~ of any trap~~,~~ designed for trapping animals~~,~~ in any highway, street, alley, or other public place within the corporate limits of the City.

Sec. 6-167. Prohibited within City limits; exception, areas zoned agricultural open space.

It shall be unlawful for any person to set or bait or permit the setting or baiting or placing of any steel-jawed, killer-type, toothed trap designed in such a fashion as to reasonably ensure the cutting, slicing, tearing, or otherwise traumatizing of entrapped prey and commonly known as a "~~"~~"bear trap~~,~~," "wolf trap~~,~~," or "coyote trap" in any zoning district within the City limits, except in those districts zoned agricultural open space. In agricultural open space districts, any trap must be more than three hundred (300) yards from the nearest district zoned for residential, commercial, or industrial use.

Sec. 6-168. When declared abandoned; impoundment.

Any traps mentioned in sections 6-166 and 6-167 found upon any public property shall be and the same are hereby declared to be abandoned property, and any animal control agent~~/police~~ or peace officer is hereby authorized and directed to impound any such trap and process the same as abandoned property in accordance with the appropriate provisions of this Code.

Sec. 6-169. Animal trapping by animal control.

It is hereby specifically provided that ~~the City~~Abilene Animal ~~Control Division~~Outreach is exempted from any provision of these animal trapping sections in the performance of ~~their~~its lawful duties.

Secs. 6-170—6-195. Reserved.

Chapter 6 ANIMALS AND FOWL

ARTICLE I. IN GENERAL

Sec. 6-1. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

Animal: Any live, vertebrate creature, domestic or wild.

At large: Any animal off the property of its owner and not under the control of a competent person.

Commercial breeder: A person who has been issued a commercial breeding permit by Abilene Animal Outreach.

Domestic animals: Those animals which are naturally tame and gentle or which, by long association with humans, have become thoroughly domesticated and are now reduced to such a state of subjection to human will that they no longer possess a disposition or inclination to escape.

Kennel: Any place where more than four (4) dogs or more than four (4) cats, or any combination of cats and dogs where the total exceeds four (4) animals over the age of ten (10) weeks are raised, trained, boarded, harbored, or kept.

Necessary veterinary care: Veterinary medical attention appropriate to the circumstances, whenever an animal is known or suspected to have suffered an injury, accidental or deliberate, or exhibits signs of disease process such as shock, temperature fluctuations, tremors, swelling, broken bone(s), open wound(s), inability to eat or drink, blistering, irregular or abnormal breathing, partial or local paralysis, abnormal discharge or bleeding, mange, or other signs of health problems.

Owner: The actual owner of an animal and/or the person who has the care, custody, or control of such animal.

Restraint: An animal shall be deemed to be restrained when it is:

(1) Confined on the premises of the owner within a fence or enclosure;

(2) Fastened or picketed by a lead or rope so as to keep the animal on the premises;

(3) Under the control of a person by a leash;

(4) On or within a vehicle being driven or parked; or

(5) At heel beside a competent person and obedient to that person's command.

Wild animal: Those animals of wild nature or disposition so as to require to be reclaimed and made tame by art, industry, or education, or else must be kept in confinement to be brought within the immediate control of the owner.

Sec. 6-2. Violations—Citing to appear.

(a) When an animal is found in violation of a provision of this chapter and its ownership is known to the agent of Abilene Animal Outreach, such animal need not be impounded by the agent The agent may, if the owner agrees to sign a citation, issue a citation which shall require the person to appear in court within ten (10) days to answer a charge of a violation of this chapter.

(b) Signing the citation shall only be a promise to appear and is not an admission of guilt.

(c) It shall be unlawful for any person upon being issued any citation to give the animal control employee a false name or address.

(d) It shall be unlawful to fail to appear in municipal court within ten (10) days of the signing of the citation.

Sec. 6-3. Same—Impoundment.

(a) When an animal is found in violation of a provision of this chapter and its ownership is known to the agent of Abilene Animal Outreach and the owner cannot be located or refuses to sign a citation, the agent may impound the animal and/or file a complaint against the owner in municipal court.

(b) When an animal is found in violation of a provision of this chapter and its ownership is not known to the agent of Abilene Animal Outreach, such animal shall be impounded

Sec. 6-4. Interference with department.

No person shall interfere with, hinder, or molest any agent of Abilene Animal Outreach in the performance of any duty of the agent or seek to release any animal in the custody of Abilene Animal Outreach, the Abilene Animal Shelter's managing entity, or their agents.

Sec. 6-5. Records.

It shall be the duty of Abilene Animal Outreach to keep, or cause to be kept, accurate and detailed records of:

(1) *Impoundment and disposition.* Impoundment and disposition of all animals coming into its custody.

(2) *Bite cases.* All bite cases reported to it and its investigation of same.

(3) *Monies received.* All monies received under this chapter.

Such records shall be open to inspection at reasonable times by persons responsible for similar records of the City and shall be audited by the City Auditor in the same manner as other City records which are audited.

Sec. 6-6. Noise.

It shall be unlawful for any person to own, keep, or be in control of any animal which causes unreasonably loud or unnecessary noise that causes material distress or discomfort to persons of ordinary sensibilities in the immediate vicinity.

Sec. 6-7. Keeping certain animals—Prohibited.

(a) It shall be unlawful for any person to harbor or maintain within the City limits the following animals:

(1) All high risk rabies carriers, as defined in state law, including bats, skunks, coyotes, raccoons, and foxes;

(2) Venomous reptiles and amphibians;

(3) Any wild animal whose normal mature weight exceeds forty (40) pounds; or

(4) Any "dangerous wild animal" as defined in the Texas Health and Safety Code, as amended.

(b) A person shall not sell, exchange, give away, or transfer a prohibited animal to any person in the City for use, retention, resale, or transfer as a pet or as a human's companion except as provided by state or federal law for:

(1) A federal, state, county, or municipal agency or an agent of such an agency acting in an official capacity;

(2) A research facility licensed by the United States Secretary of Agriculture under the Animal Welfare Act (7 U.S.C. § 2131 et seq.), as amended;

(3) A zoo;

(4) Transporting an injured, sick, orphaned, or abandoned prohibited animal for care or treatment;

(5) A licensed veterinarian, an incorporated humane society or animal shelter, or a person who holds a rehabilitation permit issued under V.T.C.A., Parks and Wildlife Code Ch. 43, subch. C, as amended, who is temporarily treating or caring for a sick or injured prohibited animal;

(6) A transient circus company;

(7) A television or motion picture production company that has temporary custody or control of the prohibited animal during the filming of a television or motion picture production in the City;

(8) A college or university that owns and has possession, custody, or control of the prohibited animal solely as a mascot for the college or university;

(9) Transporting the prohibited animal in interstate commerce in compliance with the Animal Welfare Act (7 U.S.C. § 2131 et seq.), as amended;

(10) A person whose only business is to supply nonhuman primates directly and exclusively to biomedical research facilities and who holds a Class "A" or Class "B" dealer's license issued by the United States Secretary of Agriculture under the Animal Welfare Act (7 U.S.C. § 2131 et seq.), as amended;

(11) A participant in a species survival plan of the American Zoo and Aquarium Association for the species of prohibited animal owned by or in the possession, control, or custody of the person; or

(12) Exhibiting a prohibited animal at a special event conducted with written permission from the City.

Sec. 6-8. Same—Exceptions.

The provisions of section 6-7 shall not apply to or prohibit the keeping of wild animals by the following:

(1) A publicly or privately owned zoo maintained or operated by a nonprofit organization or governmental entity.

(2) A publicly or privately maintained circus, traveling show, or rodeo which does not remain in this City longer than thirty (30) days out of each year.

(3) Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals.

Sec. 6-9. Restraint of wild animals.

It shall be the duty of each owner of a wild animal in the City to keep the same under restraint at all times.

Sec. 6-10. Keeping swine restricted.

(a) Except as provided herein or as otherwise allowed by law, no person who is the owner of any swine or any person who has any swine under his or her management or control shall keep the same or allow the same to remain in any pen or in any other place within the City.

(b) This section shall not apply to or prohibit the keeping of swine by the following:

(1) A publicly or privately owned zoo maintained or operated by a nonprofit organization or governmental entity.

(2) A publicly or privately maintained circus, traveling show, or rodeo which does not remain in the City longer than thirty (30) days out of each year.

(3) A slaughterhouse.

(4) Any person, persons, organization, or corporation keeping swine in an agricultural open space district as provided by the City of Abilene zoning ordinance when said swine is kept no closer than six hundred (600) feet from any other residential district, church, or school.

(5) Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals.

Sec. 6-11. Running at large generally.

If any animal, other than a dog, cat, or other domesticated pet, is found at large within the City limits, the owner thereof shall be guilty of a misdemeanor.

Sec. 6-12. Herding.

The driving of herds of animals, other than dogs, cats, or other domesticated pets, along or upon any street, avenue, or alley of the City is hereby prohibited. This section shall not apply to or prohibit the herding of animals along or upon any street, avenue, or alley of the City by:

(1) A publicly or privately maintained circus, traveling show, or rodeo which does not remain in this City longer than thirty (30) days out of each year.

(2) Any officer, agent, or employee of the federal, state, or local government, or agencies thereof, if such herding is done in the performance of official duties.

Sec. 6-13. Dead animals—Leaving carcass exposed a nuisance.

(a) No person shall place or deposit the exposed carcass of any animal or fowl on any street, alley, highway, or public place or upon private property or shall stand or permit to stand any truck or other vehicle containing such carcass on any street, alley, highway, or public place or on private property within the City. The term "exposed" as used in this section means the exposure of the carcass of an animal so that putrefying odors may escape therefrom and contaminate the air.

(b) The exposure of the putrefying carcass of a beast so that noxious or disagreeable odors may escape therefrom and contaminate the air shall be a public nuisance, and the Health Officer or any peace officer may summarily remove such carcass to a point outside the City or may bury or burn the same, and the expense of such disposal shall be included in the fine collected from the person so violating this section.

Sec. 6-14. Same—Removal by owner.

No person shall allow or permit any animal or fowl which has died and which, at the time of death, was owned, controlled, or kept by such person to lie in or upon any street, alley, lot, or other place in this City. Such person or persons shall cause the carcass of such animal or fowl to be disposed of as the Health Officer may direct.

Sec. 6-15. Same—Removal and disposal service, fees.

The fees and charges for services furnished by the City shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-16. Care and humane treatment of animals.

(a) For purposes of this section, "restraint" shall mean a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

(b) It shall be unlawful for an owner or other person to:

(1) Fail to provide an animal with sufficient good and wholesome food and water; adequate housing consisting of a three-sided structure with a cover or roof and a floor that is sufficient to keep the animal dry and ensure that it does not have to lay in water; shelter and protection from the weather; veterinary care when needed to prevent suffering; or humane care and treatment;

(2) Beat, torment, abuse, overload, seriously overwork, maim, disfigure, burn or scald, mutilate, or torture an animal;

(3) Carry or transport an animal in any vehicle or other conveyance in a cruel or inhumane manner;

(4) Cruelly confine an animal;

(5) Crop a dog's ears, dock a tail, remove dew claws, or perform other surgical procedures on a dog or cat, except as provided by the Veterinary Licensing Act, as amended;

(6) Use steel jaw or leg-hold traps or snares;

(7) Abandon an animal, including abandoning an animal in the owner's custody without making reasonable arrangements for the assumption of custody by another person;

(8) Instigate or permit any dog fight, cock fight, or other combat between animals or between animals and humans;

(9) Leave any animal in a standing or parked vehicle in such a way as to endanger the animal's health, safety, or welfare;

(10) Secure by use of a restraint a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian.

a. "Unhealthy situation" and "potentially dangerous situation for a pedestrian" shall include, but not be limited to:

1. Leaving a dog unattended by use of a restraint that unreasonably limits the dog's movement:

i. Between the hours of 10:00 p.m. and 6:00 a.m.;

ii. Within five hundred (500) feet of the premises of a school; or

iii. In the case of extreme weather conditions, including conditions in which the actual or effective outdoor temperature is below thirty-two (32) degrees Fahrenheit, a heat advisory has been issued by a local or state authority or jurisdiction, or a hurricane, tropical storm, flood, or tornado warning has been issued for the jurisdiction by the National Weather Service.

2. Secure by use of a restraint an animal in such a manner as to permit the animal access upon any public "right-of-way";

3. Secure by use of a restraint an animal in such a manner that does not permit the animal to reach food, potable water, an area that allows the animal to avoid standing water and exposure to excessive animal waste, shade from direct sunlight, or adequate shelter;

4. Secure by use of a restraint an animal in such a manner that it is subject to attacks by persons or other animals, stinging bites from outdoor insects, or other similar hazards that pose an unreasonable threat of injury to the animal;

5. Failing to remove waste on a daily basis from the area in which the animal is restrained;

6. Using a choke-type collar on an animal in conjunction with a restraint; or

7. Restraining a dog outside and unattended by use of a restraint that is a chain or has weights attached.

b. It shall be minimally required that the restraint used must be equipped with swivel ends; positioned in such a manner as to prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving any part of its owner's property; and secured to the animal using a properly fitted collar or harness.

c. For purposes of subsection (10), a restraint unreasonably limits a dog's movement if the restraint: uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog; is a length shorter than the greater of five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail or ten (10) feet; is attached to a trolley system that allows the dog to move along a running line for a distance less than the greater of five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail or ten (10) feet; is in an unsafe condition; or causes injury to the dog.

d. Subsection (10) does not apply to:

1. A dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;

2. A dog restrained for a reasonable period, not to exceed three (3) hours in a twenty-four-hour period and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;

3. A dog restrained while the owner is engaged in, or actively training for, an activity conducted under a valid license issued by this state if the activity is associated with the use or presence of a dog;

4. A dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock;

5. A dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products;

6. A dog restrained in an open-air truck bed only for the time reasonably necessary for the owner to complete a temporary task that requires the dog to be left unattended in the truck bed;

7. A dog restrained while the owner is engaged in, or actively training for, hunting or field trialing.

(11) Kill an animal, except as allowed by law;

(12) Expose an animal to any poisonous substance, whether mixed with food or not, so that the poison is likely to be ingested by an animal. Provided, however, it shall not be a violation of this section for a person, on his or her own property, to expose rats or mice to common rat poison intended for the purpose of exterminating the rats or mice; or

(13) Cause any of the enumerated acts (1)—(12) to be done.

Sec. 6-17. Removal of animal in immediate danger and veterinary medical attention.

(a) Any animal observed by a peace officer or agent of Abilene Animal Outreach that appears to be in immediate danger may be removed from such situation by the quickest and most reasonable means available.

(b) In the event the animal removed requires veterinary medical attention, the peace officer or agent of Abilene Animal Outreach removing the animal is authorized to take the animal to a licensed veterinarian as soon as practicable for veterinary medical treatment. The owner will be responsible for reimbursing the City for the cost of any veterinary medical treatment and must pay the bill before redeeming the animal in the event the animal is allowed to be returned to the owner. If a person other than the owner is found to have violated section 6-16, that person will be responsible for reimbursing the City for the amount of the veterinary medical bills. Such reimbursement is required before the animal will be released to the owner.

(c) If the veterinarian determines that the animal is too severely injured, or is too ill, to have a reasonable chance of recovery, Abilene Animal Outreach is authorized to have the animal humanely destroyed. Any costs incurred as a result of the humane destruction of the animal may be recovered from the owner or other person who is found to have violated section 6-16.

Sec. 6-18. Impoundment, release, and disposition of animal.

(a) Any peace officer or any agent of Abilene Animal Outreach may seize and impound any animal that appears to have been cruelly treated in violation of section 6-16.

(b) If the animal is not in need of immediate veterinary medical attention as provided in section 6-17, the animal shall be held by Abilene Animal Outreach while an investigation is conducted to determine whether there is sufficient evidence to proceed against the owner or other person for a violation of section 6-16.

(c) If at the conclusion of the investigation, Abilene Animal Outreach determines that there is not enough evidence to proceed against the owner or other person for a violation of section 6-16, or other law prohibiting cruelty to animals, the animal shall be returned to the owner upon payment of any veterinary medical bills as provided in section 6-17 and payment of impound fees and compliance with the associated requirements set forth in section 6-93. Payment of the veterinary medical bills and impound fees is required before the animal will be released.

(d) If at the conclusion of the investigation, Abilene Animal Outreach determines that there is enough evidence to proceed against the owner or other person for a violation of section 6-16, Abilene Animal Outreach may initiate a proceeding in the municipal court to:

(1) Prosecute the owner or other person for a violation of section 6-16;

(2) Determine the appropriate disposition of the animal;

(3) Assess the appropriate amount of impound fees and veterinary medical bills required to be paid by the owner or other person found to have violated section 6-16; and

(4) Impose a fine in accordance with section 1-9.

(e) If, after prosecution for an offense under section 6-16, the municipal court finds the owner or other person prosecuted for a violation of section 6-16 not guilty, the owner or other person prosecuted is still responsible for payment of any veterinary medical bills as provided in section 6-17 and payment of any impound fees and compliance with the associated requirements set forth in section 6-93. Full payment of veterinary medical bills and impound fees and compliance with section 6-93 is required before the animal will be released to the owner.

(f) Nothing in this article shall be construed to prevent the election by Abilene Animal Outreach to pursue criminal charges against the owner or other person for violations of the applicable animal cruelty provisions of the Texas Penal Code.

Sec. 6-19. Sale of domestic animals in public places

It shall be unlawful for any person to sell, trade, barter, lease, rent, give away, or display for commercial purposes any domestic animal on a roadside, public right-of-way, sidewalk, street, parkway or any other public property or any property dedicated to public use, a commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event. This section does not apply to a sale held on privately owned property with the written permission of the owner of the property including a parking lot where the seller has the parking lot owner's written permission. This section does not apply to the City of Abilene or a not-for-profit 501(c)(3) animal welfare, rescue, or adoption agency.

Secs. 6-20 - 6-28. Reserved.

ARTICLE II. PETS

DIVISION 1. GENERALLY

Sec. 6-29. Exemption.

Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this article, except as otherwise stated.

Sec. 6-30. Reserved.

Sec. 6-31. Vaccination.

No person shall own, keep, or harbor a dog or cat over the age of four (4) months within the City limits unless the dog or cat has a current certificate of vaccination for an anti-rabies vaccine.

Sec. 6-32. Restraint of dogs.

Every person who owns, keeps, or is in charge of a dog shall restrain the dog at all times.

Sec. 6-33. Special confinement requirement for fierce, dangerous, vicious dogs.

The owner shall confine within a building or a secure enclosure a fierce, dangerous, or vicious dog and not take such dog out of such building or secure enclosure unless such dog is securely muzzled.

Sec. 6-34. Spay or neuter required

All dogs and cats over six (6) months of age that are kept, harbored, or maintained within the city limits must be spayed or neutered. This section applies to the owner of the dog or cat. This section does not apply to an owner who holds a commercial breeder's permit issued under this chapter. This section does not apply to an owner whose dog or cat is temporarily kept, harbored or maintained within the city limits for one week or less.

Sec. 6-35. Commercial breeding

(a) Commercial breeding—Permit required.

(1) A person commits an offense if the person breeds cats or dogs, to the extent that more than twelve (12) cats, dogs, or combination thereof or two (2) litters of cats, dogs, or combination thereof, whichever is greater, are produced during any twelve (12) consecutive month period, without a commercial breeding permit issued by Abilene Animal Outreach.

(2) An application for a commercial breeding permit must be made on the form prescribed by Abilene Animal Outreach and shall include, at a minimum, the following information:

a. Applicant's name, telephone number, and address;

b. Address where any notices related to the permit are to be sent;

c. Address of proposed location for breeding the dogs or cats;

d. A description of the species, breed, gender, age, and registration certificate number for each female animal to be used for breeding;

e. A description of the species, breed, gender, and, if applicable, microchip number for each female animal owned by the commercial breeder which will not be used for breeding;

f. A statement affirming that the applicant is familiar with the provisions of this chapter and will maintain all breeding animals in accordance with all applicable legal requirements;

g. A statement affirming that, upon request by the department, the applicant will make the breeding animals, premises, equipment, and veterinary records available for inspection during business hours; and

h. A statement affirming the applicant will notify Abilene Animal Outreach, as required, of any additional female cats or dogs acquired for breeding during the term of the permit.

(3) Abilene Animal Outreach shall not issue a commercial breeding permit if:

a. Operation of commercial breeding at the proposed location would violate established zoning laws of the City of Abilene;

b. The applicant or the applicant's spouse has been found by a court of competent jurisdiction to have cruelly treated an animal, used an animal for dog or cock fighting, or been a spectator of dog or cock fighting; or

c. In the twelve (12) months preceding the date of the application, the applicant or the applicant's spouse received two (2) or more citations for violating any provision of this chapter. This prohibition shall not apply if the citation was subsequently dismissed or if the applicant or the applicant's spouse was found "not guilty" of the citation by a court of competent jurisdiction.

(4) A permit issued under this section is issued to the individual applicant and is not transferable to another person. The permit shall be valid for a period of two (2) years, unless revoked or surrendered. Permits may be surrendered by providing written notification of the surrender to Abilene Animal Outreach.

(5) Abilene Animal Outreach may revoke a commercial breeding permit in accordance with this section upon providing the permit holder written notice via hand-delivery, certified mail, return receipt requested, or electronic mail with delivery confirmation.

(6) A commercial breeder permit may be revoked if:

a. The permit holder provided false information on the application;

b. The permit holder or the permit holder's spouse has been found by a court of competent jurisdiction to have cruelly treated an animal, used an animal for dog or cock fighting, or been a spectator of dog or cock fighting;

c. The permit holder or the permit holder's spouse has been convicted of a violation of any provision of this chapter on two (2) or more occasions within the past twelve (12) months; or

d. Other good cause as determined by the City Manager or his or her designee

(7) Commercial breeders acquiring a female cat or dog for breeding purposes during the term of a permit are required to notify Abilene Animal Outreach of the acquisition by completing the form prescribed by Abilene Animal Outreach.

(b) Planned breeding—Registration certificate required.

(1) Every female cat or dog to be used for breeding by a commercial breeder shall be microchipped and registered as a registered breeding animal prior to being used for breeding.

(2) The registration application shall be on the form prescribed by Abilene Animal Outreach and, at a minimum, include:

a. The name of the animal;

b. A description of the animal's species, breed, gender, and age;

c. A signed, written letter of approval for breeding by a licensed veterinarian dated within the last ninety (90) days;

d. Records of the animal's microchip, including the unique microchip ID, and current rabies vaccination; and

e. Proof of registration with the American Kennel Club or license for breeding issued by the Texas Department of Licensing and Regulation pursuant to the "Dog or Cat Breeders Act."

(3) A registration certificate authorizing the animal to be used for breeding should be issued within ten (10) business days.

(4) The registration certificate shall authorize the animal to be used by a commercial breeder for breeding for a period of two (2) years from the date of issuance unless suspended or surrendered. The commercial breeder may notify Abilene Animal Outreach in writing to surrender the certificate.

(5) The registration certificate authorizing an animal to be used for breeding is automatically suspended during any period in which a licensed veterinarian determines it is unsafe for the animal to be used for breeding or the animal is subject to mandatory quarantine.

(c) Appealing determination of Animal Services Manager.

(1) If Abilene Animal Outreach denies, fails to renew, revokes, or suspends any license, permit, or other authorization provided in this section, the applicant or person holding such license, permit, or other authorization may appeal the decision to the City Manager or his or her designee by filing a written appeal with the City Manager within ten (10) business days of the notice being sent.

(2) The City Manager or his or her designee shall make a decision within ten (10) business days of the appeal being received.

Secs. 6-36 - 6-44. Reserved.

DIVISION 2. LICENSE

Sec. 6-45. Required.

No person shall own, keep, or harbor a dog or cat over the age of four (4) months within the City unless a license has been obtained for the same.

Sec. 6-46. Administration by veterinarians.

The City of Abilene or its authorized agent will furnish licensed veterinarians who agree to follow the provisions of this division with application forms and license tags for dogs and cats.

Sec. 6-47. Application.

Written applications for dog and cat licenses shall be made upon a printed application form provided by the City and shall state the name and address of the owner or keeper of said dog or cat and the name, breed, color, age, and sex of the dog or cat being licensed.

Sec. 6-48. Conditions for license.

The dog and cat license tags shall be issued upon payment of the license fee and the meeting of one (1) of the following conditions:

(1) Vaccination by a licensed veterinarian with anti-rabies vaccine; or

(2) Presentation of a metal vaccination tag issued by a licensed veterinarian showing that such vaccination was given less than three (3) months prior to the date of application for such license.

Sec. 6-49. Fee.

The fees and charges for services furnished by the City shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-50. Issuance.

Dog and cat license tags shall be issued by the City of Abilene or its authorized agent and authorized veterinarians licensed in the state and practicing within the City limits or its extraterritorial jurisdiction.

Sec. 6-51. Collar, tag to be worn.

Every person who owns, keeps, or is in charge of or in control of a dog or cat within the City shall provide and place on such dog or cat a collar or harness which shall be worn by said dog or cat at all times when off the premises of said person and shall attach to the collar or harness the metal license tag obtained pursuant to this division.

Sec. 6-52. Transfer.

Each dog or cat license issued under this division shall be restricted to the animal for which the same was issued and shall not be transferred.

Sec. 6-53. Duration.

Every license issued under the provisions of this division shall be valid for one (1) year from the date of issuance thereof.

Sec. 6-54. Reimbursement by City.

The City will reimburse authorized licensed veterinarians the sum of one dollar ($1.00) for each dog or cat license issued by such veterinarian to help defray the cost imposed on such veterinarian for issuing said licenses in accordance with this article.

Secs. 6-55 - 6-59. Reserved.

DIVISION 3. DANGEROUS AND AGGRESSIVE DOGS

Sec. 6-60. Authorization, Dangerous Dogs.

The general laws of the state, except as specifically provided through proper ordinances and regulations of the City, shall control the handling of dangerous dogs. There is adopted as part of this chapter all of the provisions of V.T.C.A., Health and Safety Code title 10, Ch. 822, subch. D, including § 822.0422, as amended, insofar as applicable.

Sec. 6-61. Definitions.

For the purposes of this division, the following words and/or phrases shall have the meanings respectively ascribed to them by the statute except as provided below:

"Dangerous dog" as defined in V.T.C.A., Health and Safety Code § 822.041.

"*Aggressive dog*" is a dog that makes an unprovoked attack on a domestic animal that causes bodily injury or death and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own.

Sec. 6-62. Dangerous Dog determination, Seizure.

(a) If a person reports an incident described by V.T.C.A., Health and Safety Code § 822.041(2), Abilene Animal Outreach may seize and impound the dog pending investigation of the incident.

(b) Abilene Animal Outreach shall release the dog to the owner if Abilene Animal Outreach has not made a determination that the dog is a dangerous dog on or before the tenth business day after the seizure and impoundment of the dog, and if all fees have been paid as required under subsection (d). Release of the dog does not prohibit the Abilene Animal Outreach from receiving more information and subsequently declaring the dog a dangerous animal.

(c) If Abilene Animal Outreach determines the dog is a dangerous dog, it shall continue to impound the dog until the owner complies with V.T.C.A., Health and Safety Code § 822.042, or until such time as the dog may legally be destroyed.

(d) The owner shall pay any cost or fee assessed by Abilene Animal Outreach related to the seizure, acceptance, impoundment, or destruction of the dog. In the event that the dog is returned to the owner, all fees must be paid prior to release of the dog.

Sec. 6-63. Aggressive Dog determination, Seizure.

(a) After receiving a sworn affidavit of complaint and upon making a decision that seizure is a reasonable precaution to ensure the health and safety of the public, an Abilene Animal Outreach officer may seek a warrant for the immediate seizure and impoundment of the dog. A search and seizure warrant shall be obtained from any municipal court magistrate to enter onto private property to search for a dog which is allegedly an aggressive dog, if permission to enter the subject premises is denied by a person in lawful possession.

(b) Abilene Animal Outreach shall release the dog to the owner if Abilene Animal Outreach has not made a determination that the dog is an aggressive dog on or before the tenth business day after the seizure and impoundment of the dog, and if all fees have been paid as required under subsection (d). Release of the dog does not prohibit the Abilene Animal Outreach from receiving more information and subsequently declaring the dog an aggressive animal.

(c) The owner shall pay any cost or fee assessed by Abilene Animal Outreach related to the seizure, acceptance, impoundment, or destruction of the dog. In the event that the dog is returned to the owner, all fees must be paid prior to release of the dog.

(d) If the dog is determined to be an aggressive dog, the cost of securing and caring for the dog shall be borne by the owner. If a dog which has been impounded by Abilene Animal Outreach is determined to be an aggressive dog, it shall not be released back to the owner until the owner certifies in writing the owner will comply with the conditions set forth in section 6-65 as required and has paid all fees incurred for impoundment of the dog. If the owner fails to take the necessary action to have the dog released to the owner under this section within thirty (30) days of the date of the final aggressive dog determination, the owner shall be deemed to have surrendered ownership of the aggressive dog to the city in which case the dog shall become the property of the City of Abilene and may be placed for adoption, transferred to rescue/foster organizations/individuals, transferred to other humane organizations, or euthanized humanely, as determined by Abilene Animal Outreach. If ownership of the dog is transferred, the new owner must be made aware of the dog's classification and the required conditions with which the new owner must comply.

(e) If a dog which has been impounded by Abilene Animal Outreach is determined not to be an aggressive dog, the dog shall be released to the owner and the owner shall not be responsible for payment of the fees associated with the impoundment of the dog. If such dog is not reclaimed within three (3) days of the owner receiving written notice the dog is able to be reclaimed, the dog shall become the property of the City of Abilene and may be placed for adoption, transferred to rescue/foster organizations/individuals, transferred to other humane organizations, or euthanized humanely, as determined by Abilene Animal Outreach.

(f) Abilene Animal Outreach shall give the dog's owner written notice of the dog's specific behaviors resulting in the determination that the dog is an aggressive dog, of the dog's classification as an aggressive dog, and of the restrictions applicable to that dog by reason of its classification.

Sec. 6-64. Appeal of aggressive dog determination.

(a) An owner may appeal an aggressive dog determination within fifteen (15) calendar days after receiving notice of the determination by:

(1) Filing a written notice of appeal of the aggressive dog determination in the Abilene Municipal Court;

(2) Attaching a copy of the determination of Abilene Animal Outreach; and

(3) Serving a copy of the notice of appeal to Abilene Animal Outreach by certified mail.

(b) A municipal court judge shall conduct a hearing to determine whether the preponderance of the evidence supports the aggressive dog determination.

(c) The municipal court judge shall be the finder of fact. As such, the municipal court judge may compel attendance of the complainant, any known witnesses, the dog owner against whom the complaint was filed, and Abilene Animal Outreach staff who investigated. Failure of the owner of the animal to appear at the hearing shall result in a final classification with no further appeal. The owner may be represented by counsel.

(d) At the conclusion of the hearing, the municipal court judge may affirm or reverse the aggressive dog determination.

(e) The result of the appeal hearing is final, and, if the dog is determined to be an aggressive dog, shall be considered a final aggressive dog determination.

(f) An aggressive dog determination made by Abilene Animal Outreach which is not timely appealed shall be considered a final aggressive dog determination.

Sec. 6-65. Regulation of aggressive dogs.

(a) In addition to the other requirements of this chapter, the owner or keeper of an aggressive dog shall, within thirty (30) days of a final aggressive dog determination, comply with the following conditions:

(1) The aggressive dog shall be confined so as not to be at large by an enclosure or structure in a manner that prevents the dog from reaching any public sidewalk or adjoining property and must be located so as not to interfere with the public's legal access to the owner's or keeper's premises whenever the dog is outside. The owner or keeper shall restrict the dog to the owner's or keeper's property unless the dog is restrained by an adequate leash under the control of a capable person and muzzled in a manner that will not cause injury to the dog nor interfere with its vision or respiration. The owner or keeper of an aggressive dog shall post no less than two (2) "Beware of Dog" warning signs on the property where the dog is being kept and shall not permit the warning signs to be removed. The signs must be sufficient in size to be readable from the public right-of-way. The signs shall be no closer than six (6) feet apart. In addition, Abilene Animal Outreach may require the owner or keeper to obtain and maintain proof of public liability insurance in the amount of one hundred thousand dollars ($100,000.00).

(2) To ensure correct identification, all dogs that have been classified as aggressive dogs shall be microchipped and photographed and may be fitted with a special tag or collar as determined by Abilene Animal Outreach at the owner's expense.

(3) The owner or keeper of an aggressive dog shall not allow the special tag or collar to be removed from the dog. The owner or keeper of an aggressive dog shall not allow the dog to be moved to a new address or change owners or keepers without providing Abilene Animal Outreach at least ten (10) days' prior written notice containing the new address and name and contact information for the new owner(s) or keeper(s). If the dog changes owners or keepers, the person providing the dog to the new owner or keeper shall notify the new owner or keeper of the dog's classification and the requirements with which the owner or keeper must

comply and certify to Abilene Animal Outreach, in writing, that such notification was made.

(4) At the owner's expense, the aggressive dog must be spayed or neutered either by Abilene Animal Outreach or, at the discretion of Abilene Animal Outreach, by a veterinarian approved by Abilene Animal Outreach prior to being released back to its owner.

(b) Notwithstanding any other provision, if Abilene Animal Outreach determines an owner or keeper of an aggressive dog has failed to comply with the requirements of this chapter, Abilene Animal Outreach may request a show cause hearing before the municipal court and seize the aggressive dog, pursuant to a warrant or court order until such time as the hearing can be held. The hearing shall be held no later than ten (10) calendar days from the date the aggressive dog is seized. Upon the conclusion of the hearing, the judge may, but is not required to, modify the requirements of the existing aggressive dog determination. Such modifications may include ordering the aggressive dog to be humanely euthanized.

Secs. 6-66 - 6-68. Reserved.

ARTICLE III. IMPOUNDMENT

DIVISION 1. GENERALLY

Sec. 6-69. Authorized.

Any peace officer or any agent of Abilene Animal Outreach may take up and impound any animal found in violation of this chapter.

Sec. 6-70. Impoundment.

The impoundment of dogs, cats, or any other domestic animal shall be as provided in sections 6-89 through 6-99.

Sec. 6-71. Confinement by private citizen.

If any animal, including any domestic animal, is found upon the premises of any person, the owner or occupant of the premises shall have the right to confine such animal temporarily until he or she can notify Abilene Animal Outreach. When notified, Abilene Animal Outreach shall have the duty to impound such animal as provided in this chapter.

Sec. 6-72. Shelter fees.

The fees and charges for services furnished by the City shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-73. Disposition at City Manager's or his or her designee's discretion.

If any animal impounded is found to be affected with a contagious disease or if the animal is seriously injured or if the animal cannot be otherwise placed for adoption, the animal shall become the property of the City, and the animal may immediately be euthanized or otherwise disposed of without notice or any waiting period. All decisions as to the condition, adoption, or other disposition of the animal shall be made by the City Manager or his or her designee.

Sec. 6-74. Redemption.

The owner of any animal not affected with a contagious disease or seriously injured and impounded under the provisions of this chapter may redeem the same within three (3) business days of its impoundment by paying the required shelter fees.

Sec. 6-75. Disposition of impounded animals.

If not redeemed within the appropriate time period specified in section 6-74, the animal shall become the property of the City, and the animal may be adopted, euthanized, or otherwise disposed of as recommended by the City Manager or his or her designee.

Sec. 6-76. Reserved.

Sec. 6-77. Records of impoundment.

Abilene Animal Outreach shall keep a record for at least one (1) year giving the description of all animals impounded, the date of impoundment, the date of adoption or other disposition, the amount realized for such animal, and the name and address of the new owner.

Secs. 6-78 - 6-88. Reserved.

DIVISION 2. PETS

Sec. 6-89. Authorized.

The agents of Abilene Animal Outreach are authorized to take up and impound:

(1) All dogs found not restrained by their owners; or

(2) All cats which do not have a vaccination tag as provided by sections 6-31 and 6-51 and are found not restrained by their owners.

Sec. 6-90. Redemption.

(a) The redemption period for an animal impounded other than for quarantine or pursuant to a court order, is three (3) business days after the date of impoundment, unless subsections (b) or (c) apply to the animal.

(b) The redemption period for an animal impounded pursuant to a court order is the time set forth in the court order or, if no provision is made in the court order, five (5) days after the court proceedings are final.

(c) The redemption period for an animal impounded for quarantine is three (3) days after completion of the quarantine period.

(d) If an animal is not redeemed within the appropriate time period specified in subsections (a) through (c) or the animal is voluntarily surrendered by the owner, the animal shall become the property of the City and may be placed for adoption, euthanized, or otherwise disposed of as recommended by the City Manager or his or her designee.

(e) An owner of an impounded animal commits an offense if he or she removes or attempts to remove the animal from the Abilene Pet Adoption and Resource Center without first paying all applicable fees required in this chapter.

(f) *Notice.* Upon impounding a dog found with current vaccination tags or chip, the agents of Abilene Animal Outreach shall make a reasonable effort to notify the owner that his or her animal has been impounded and the conditions whereby he or she may regain custody of such animal.

Sec. 6-91. Reserved.

Sec. 6-92. Fees.

The fees and charges for services furnished by the City shall be determined from time to time and placed on file in the office of the City Secretary.

Sec. 6-93. Reserved.

Sec. 6-94. Redemption of unvaccinated or unsterilized animal.

(a) The owner of any animal over the age of four (4) months, which has not been vaccinated as required by this chapter, upon satisfactory proof of ownership, shall pay to the City of Abilene or its authorized Agent applicable fees to cover the cost of rabies vaccination and City tag for the animal before the animal can be redeemed. Upon payment of the fee, a receipt for the shots shall be given to the owner to be honored by the veterinarian designated by the owner. The owner of the animal shall have seventy-two (72) hours from the time the receipt is issued to take the animal and receipt to the veterinarian for vaccination. Failure to vaccinate within the stated time period will result in forfeiture of the rabies vaccination and City tag fees to the City. Each month, all veterinarians shall turn in all receipts that they have received, and the City shall reimburse them for the full value of each receipt.

(b) An owner reclaiming any dog or cat over the age of six (6) months, which has not been sterilized (spayed or neutered), shall submit written proof to the City of Abilene or its authorized Agent of having the animal sterilized within thirty (30) calendar days of the animal's release from the animal shelter. Any owner who does not provide such proof of sterilization as required by this section shall commit an offense.

(1) An owner is excepted from the sterilization requirement of this subsection (b) if the owner proves to the satisfaction of the City of Abilene or its authorized Agent within thirty (30) calendar days of the animal's release from the animal shelter:

a. That the animal is dead, lost, or stolen; or

b. A licensed veterinarian has certified that the animal should not be sterilized for health reasons or is permanently non-fertile

(2) It is an affirmative defense to the sterilization requirement of this subsection (b) that:

a. The owner is a licensed breeder under this Chapter;

b. The animal being reclaimed is a dog bred with the intent that it be used primarily for the purposes described in Texas Occupations Code Section 802.005(a); or

c. The animal is a trained animal used by or under the authority of a governmental agency in police or rescue work.

(c) If an owned dog or cat is impounded twice by the City of Abilene or its authorized Agent and such animal is over the age of six (6) months, then prior to the release of said animal to the owner after the second such impoundment, the owner shall allow and pay for the animal to be sterilized (spayed or neutered), or show proof satisfactory to the City of Abilene or its Authorized Agent that said animal has been sterilized (spayed or neutered) previously. Any owner who misrepresents whether said animal has been sterilized shall commit an offense.

(1) An owner is excepted from the sterilization requirement of this subsection (c) if the owner proves to the satisfaction of the City of Abilene or its authorized Agent prior to release that a licensed veterinarian has certified that the animal should not be sterilized for health reasons or is permanently non-fertile.

Sec. 6-95. Reserved.

Sec. 6-96. Placement with competent person.

The City of Abilene or its authorized Agent may place any animal held at the Abilene Pet Adoption and Resource Center in the custody of some person deemed to be a responsible and suitable owner who will agree to comply with the provisions of this chapter.

Sec. 6-97. Reserved.

Sec. 6-98. Reserved.

Sec. 6-99. Destruction of donated, sick, injured animals.

The City of Abilene or its authorized Agent may destroy any animal by a humane method if it has been donated to the Abilene Pet Adoption and Resource Center with the request that it be destroyed if the animal is so sick or injured that its cure is considered by the City of Abilene or its authorized Agent to be impractical or if its death is imminent or if it is found to be infected with a contagious disease. In any such event, the animal shall become the property of the City, and such destruction may be done immediately without notice or any waiting period.

Secs. 6-100 - 6-115. Reserved.

ARTICLE IV. RABIES CONTROL

DIVISION 1. GENERALLY

Sec. 6-116. Report of rabies suspect by veterinarian.

It shall be the duty of every licensed veterinarian to report to Abilene Animal Outreach his or her diagnosis of any animal observed by him or her as a rabies suspect.

Sec. 6-117. Report of bites or scratches by physicians.

It shall be the duty of every physician or other practitioner to report to Abilene Animal Outreach the names and addresses of persons treated for bites or scratches inflicted by animals, together with such other information as will be helpful in rabies control.

Sec. 6-118. Killing or removing rabid animal from the City.

No person shall kill or cause to be killed any rabid animal, any animal suspected of having been exposed to rabies, or any animal which has bitten a human or which is suspected of having bitten a human, except as herein provided, nor remove same from the City limits without written permission from Abilene Animal Outreach.

Sec. 6-119. Surrender of carcass.

The carcass of any dead animal suspected of having been exposed to rabies shall, upon demand, be surrendered to Abilene Animal Outreach.

Sec. 6-120. Disposition of rabid animals.

Abilene Animal Outreach shall direct the disposition of any animal found to be infected with rabies.

Sec. 6-121. Duty to surrender animal.

No person shall fail or refuse to surrender any animal for quarantine, destruction, or disposal as required herein when demand is made therefor by Abilene Animal Outreach.

Sec. 6-122. Rabies control authority.

The Abilene Animal Outreach Supervisor or designee shall be the rabies control authority authorized to quarantine an animal as provided in V.T.C.A., Health and Safety Code Ch. 826, as amended, and the rules adopted by the Texas Board of Health under that chapter.

Secs. 6-123 - 6-132. Reserved.

DIVISION 2. QUARANTINE OF SPECIFIC ANIMAL

Sec. 6-133. Authorized; minimum time.

Upon being presented a sworn affidavit that an animal has bitten or scratched a person, the City Manager or his or her designee shall quarantine the animal so identified for a period of ten (10) days.

Sec. 6-134. Places.

(a) Quarantine of an animal which has bitten or scratched a person shall be at the following:

(1) Animal shelter;

(2) A licensed veterinarian hospital in the City at the expenses of the owner, upon the owner's request an approval by the local rabies control authority; or

(3) Home quarantine. Home quarantine is permissible when allowed by applicable laws and regulations and the City Manager or his or designee agrees that home quarantine is warranted and believes the following requirements are satisfied:

a. The owner of the animal is a resident of this City and agrees to keep the animal at his or her residence in this City;

b. The animal was properly restrained at the time the bite occurred; and

c. The animal was properly protected by rabies vaccination.

(b) Animals of unknown ownership will be quarantined at the Abilene Pet Adoption and Resource Center.

Sec. 6-135. Surrender by owner.

Upon demand made by Abilene Animal Outreach, it shall be unlawful for the owner to fail to surrender any animal which has bitten or scratched a human being or which is suspected of having been exposed to rabies for quarantine, which expenses shall be borne by the owner.

Sec. 6-136. Released to owner.

The quarantined animal may be reclaimed by the owner if adjudged free of rabies, upon payment of the fees set forth in section 6-92, upon compliance with the vaccination provisions set forth in section 6-31.

Sec. 6-137. Pathological examination—Death during quarantine.

When an animal under quarantine diagnosed by a licensed veterinarian as being rabid or suspected of being rabid dies while under observation, Abilene Animal Outreach shall immediately send the head of such animal to the Health Department for a pathological examination. Abilene Animal Outreach shall notify the proper Health Officer of reports of human contacts and then the diagnosis made of the suspected animal after the pathological examination has been made.

Sec. 6-138. Same—Emergency situation.

When an animal bites or scratches a person so that the Director of the Health Department believes that the quarantine observation period cannot be observed because of the danger of developing rabies, the Health Director shall order that Abilene Animal Outreach immediately forward the animal's head for pathological examination.

Secs. 6-139 - 6-149. Reserved.

DIVISION 3. CITY-WIDE QUARANTINE

Sec. 6-150. When authorized.

A City-wide quarantine may be invoked for a period of thirty (30) days by the City Council upon the recommendation of Abilene Animal Outreach after it has been notified by the Health

Department of a positive diagnosis of rabies of an animal or after an investigation has determined there exists an immediate threat of rabies.

Sec. 6-151. Extension of time.

In the event there are additional positive cases of rabies occurring within the thirty-day period of the City-wide quarantine, such period of quarantine shall be extended for additional reasonable period of time.

Sec. 6-152. Destruction of bitten animals.

During a period of City-wide rabies quarantine, every animal bitten by a rabid animal shall be destroyed.

Sec. 6-153. Confinement of animals.

It shall be unlawful for any person to take or permit any animal in the streets or any other public place during the period of quarantine, including but not limited to public and private dog parks.

Secs. 6-154 - 6-165. Reserved.

ARTICLE V. TRAPS

Sec. 6-166. Placement and baiting prohibited on streets and alleys.

It shall be unlawful for any person to place and bait or to permit the placing or baiting of any trap designed for trapping animals in any highway, street, alley, or other public place within the corporate limits of the City.

Sec. 6-167. Prohibited within City limits; exception, areas zoned agricultural open space.

It shall be unlawful for any person to set or bait or permit the setting or baiting or placing of any steel-jawed, killer-type, toothed trap designed in such a fashion as to reasonably ensure the cutting, slicing, tearing, or otherwise traumatizing of entrapped prey and commonly known as a “bear trap,” “wolf trap,” or “coyote trap" in any zoning district within the City limits, except in those districts zoned agricultural open space. In agricultural open space districts, any trap must be more than three hundred (300) yards from the nearest district zoned for residential, commercial, or industrial use.

Sec. 6-168. When declared abandoned; impoundment.

Any traps mentioned in sections 6-166 and 6-167 found upon any public property shall be and the same are hereby declared to be abandoned property, and any animal control agent or peace officer is hereby authorized and directed to impound any such trap and process the same as abandoned property in accordance with the appropriate provisions of this Code.

Sec. 6-169. Animal trapping by animal control.

It is hereby specifically provided that Abilene Animal Outreach is exempted from any provision of these animal trapping sections in the performance of its lawful duties.

Secs. 6-170 - 6-195. Reserved.

Amending Chapter 6, Animals and Fowl, Code of Ordinances

CITY OF ABILENE TEXAS

Summary of proposed changes:

1. The name of the Animal Control Department has been changed to Abilene Animal Outreach. The name is updated throughout the Ordinance.

2. Texas Agricultural Code, section 251.0055, effective September 1, 2023, limits the ability of a municipality to regulate agricultural operations within its city limits. Appropriate amendments to the Animal Code have been made in response to state law.

3. Texas Health and Safety Code, section 821.102, effective January 18, 2022, regulates the restraining of dogs, including prohibiting chains or weights.

4. Prohibiting the sale of domestic animals in public places, and requiring permission of a landowner for sale on private property, including a parking lot.

5. Requiring all dogs and cats over the age of six months to be spayed/neutered, unless the owner holds a commercial breeder's permit issued by the City.

6. Creating a Commercial Breeders Permit to allow persons to breed dogs or cats within the city limits.

7. Creating an Aggressive Dog category, for a dog that makes an unprovoked attack on a domestic animal that causes bodily injury or death. State law regulates and defines a Dangerous Dog as a dog making an unprovoked attack on a person. Abilene has adopted the state law regulation of dangerous dogs, which remains in effect. Because state law may preempt the dangerous dog category, an Aggressive Dog category is created to clearly regulate dog on domestic animal attacks. The Aggressive Dog procedure is similar to the Dangerous Dog procedure, to avoid confusion by city animal control staff and Abilene residents.

8. Adding a requirement that a dog or cat owner, who reclaims their pet from the Pet Adoption and Resource Center, to provide proof of sterilization (spayed/neutered) within 30 days of the animal's release to the owner. Failure to provide proof is a class C misdemeanor. If the animal is impounded twice by the City, the animal may be sterilized by the city and the animal's owner shall pay the City the cost of the sterilization prior to release of the animal.

9. Requirements for quarantine of animals have been strengthened.

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Dedicating Property Located at 601 Nth 8th Street (Property ID: 68478) as Addition of Parkland to Carver Park (*Lesli Andrews*)**

GENERAL INFORMATION

The City of Abilene purchased 601 North 8th Street on October 7th, 2024. This property is adjacent to Carver Park. The Parks and Recreation Board has approved the plat incorporating 601 North 8th as City property and recommends City Council dedicate the property as an addition to Carver Park. The new G.V. Daniels Recreation Center is currently being built in Carver Park. This piece of property gives a little more green space between the recreation center and the nearest house.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There is not a fiscal impact.

STAFF RECOMMENDATION

Staff recommends City Council dedicate 601 North 8th Street as additional parkland to be incorporated into parkland.

BOARD OR COMMISSION RECOMMENDATION

Parks and Recreation Board made the recommendation that City Council dedicate 601 North 8th Street as additional parkland to be incorporated into Carver Park.

ATTACHMENTS:

1. 25_2_13 Resolution City Council Dedication of Parkland
2. 25_2_13 Presentation Addition of New Parkland Carver

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE DEDICATION OF PROPERTY LOCATED AT 601 NTH 8TH STREET (PROPRTY ID: 68478) AS ADDITIONAL PARKLAND TO CARVER PARK.

WHEREAS, on October 7, 2024 the City of Abilene purchased the property located at 601 Nth 8th Street directly adjoining Carver Park; and

WHEREAS, on January 21, 2025 Parks and Recreation Board approved designation of property located at 601 Nth 8th Street as additional parkland to Carver Park; and

WHEREAS, the plat for Carver Park was revised to include the property located at 601 Nth 8th Street.

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 hereby authorizes the dedication of property located at 601 Nth 8th Street as additional parkland to Carver Park.

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

ADOPTED this 13th day of February 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

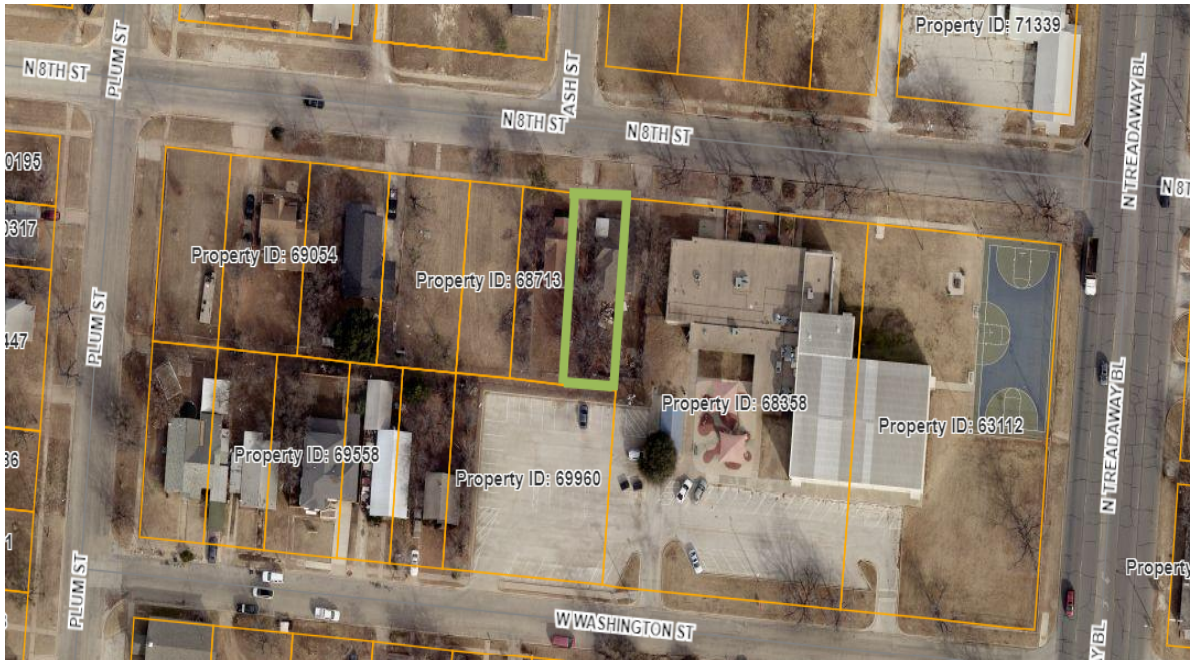
_____
Stanley Smith, City Attorney

Addition of Land as Parkland to Carver Park

CITY OF ABILENE TEXAS

Location

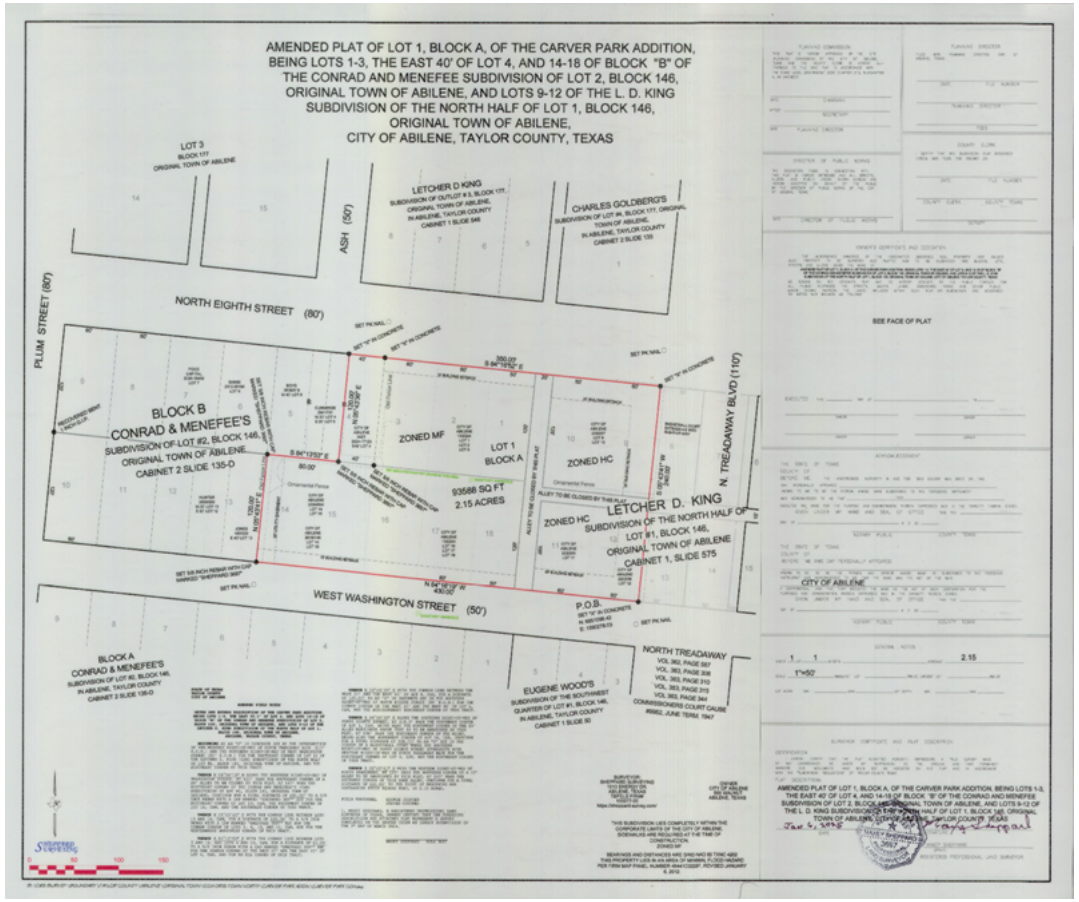
This is a picture of the parcels prior to the approval of the new plat.



Plat

The request is to dedicate 601 North 8th Street as parkland incorporated into Carver Park.

Questions?



City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **13. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 22, Parks and Recreation, Article I, In General, Sec. 22-5, Camping, sleeping, parking overnight, of the Code of Ordinances *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years. As Abilene has developed, there has become a need to update the ordinance.

Staff is requesting the ordinance include City property as well as parks, and playgrounds and state thereon as well as therein.

We would also like to allow camping in Sea Bee and Johnson Parks to be extended from 48 to 72 hours. Our busiest weekends are three-day weekends.

Over the years, there has become an increased need for a permitting process. The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time. The permit is beneficial in supporting City Marshalls with oversight of the parks when people are camping.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There will not be a fiscal impact.

STAFF RECOMMENDATION

Staff recommend approval of the updated camping, sleeping, and parking ordinance.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Enacting Ordinance - Section 22-5, Camping
2. Redline Ordinance Chapter 22-5
3. Final Ordinance Chapter 22-5
4. 25_2_13 Presentation Amending Chapter 22 - 5 Camping Sleeping Parking Overnight Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AMENDING CHAPTER 22, "PARKS AND RECREATION," ARTICLE I, "IN GENERAL," SECTION 22-5, "CAMPING, SLEEPING, PARKING OVERNIGHT," OF THE CODE OF THE CITY OF ABILENE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; DECLARING A PENALTY; AND CALLING A PUBLIC HEARING.

WHEREAS, Section 22-5, of the Abilene Code of Ordinance sets forth the procedure and guidelines to issue a camping permit; and

WHEREAS, the City of Abilene seeks to revise the Ordinance to issue camping permits, and to streamline and clarify the parameters via the Ordinance, policy and fees.

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

Part 1: That Chapter 22, "Parks and Recreation," Article 1, "In General," Section 22-5, "Camping, sleeping, parking overnight," of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

Part 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of a competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

Part 3: That any person, firm, or corporation violating the provisions of this ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of the Code of Ordinances, City of Abilene, Texas.

Part 4: Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said offense, 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.

ADOPTED on first reading on this 13th day of February, 2025.

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 23rd day of February, 2025, the same being more than 24 hours prior to a public hearing being held in the Council Chambers of City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of February, 2025, to permit the public to be heard.

ADOPTED on the second and final reading on this 27th day of February, 2025.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Sec. 22-5. - Camping, sleeping, parking overnight.

(a) No person shall camp ~~in any City park or playground~~in or on any City property, park or playground or set up any tent, ~~shack~~ or other shelter or lay any bedroll or other sleeping equipment therein, or there on. This section does not apply ~~in~~to permitted camping in Sea Bee and Johnson Parks where camping is ~~permitted~~ allowed by individuals up to ~~forty~~seventy-~~eight~~two (~~48~~72) hours in designated camp sites. ~~This section does not apply to camping in any City park or playground by special permission of the Parks and Recreation Department Director.~~

(b) All camping terms and conditions are established and maintained in the Parks and Recreation Camping Policy and placed on file in the office of the City Secretary.

(c) Failure to comply with terms and conditions in the Parks and Recreation Camping Policy may result in denial, termination or revocation of permit as well as forfeiture of any fees, paid or unpaid, for City services under this chapter.

(~~b~~d) No person shall sleep or park overnight within any park, parkway or playground within the City except properly designated attendants, caretakers or persons with a ~~special~~ camping permit from the Parks and Recreation ~~Director~~Department or to persons camping in designated areas in accordance with rules and regulations of the Parks and Recreation Board.

(Code 1965, § 20-1; Ord. No. 77-1981, pt. 1(1), 8-13-81)

Sec. 22-5. - Camping, sleeping, parking overnight.

(a) No person shall camp in or on any City property, park or playground or set up any tent, or other shelter or lay any bedroll or other sleeping equipment therein, or there on. This section does not apply to permitted camping in Sea Bee and Johnson Parks where camping is allowed by individuals up to seventy-two (72) hours in designated camp sites.

(b) All camping terms and conditions are established and maintained in the Parks and Recreation Camping Policy and placed on file in the office of the City Secretary.

(c) Failure to comply with terms and conditions in the Parks and Recreation Camping Policy may result in denial, termination or revocation of permit as well as forfeiture of any fees, paid or unpaid, for City services under this chapter.

(d) No person shall sleep or park overnight within any park, parkway or playground within the City except properly designated attendants, caretakers or persons with a camping permit from the Parks and Recreation Department or to persons camping in designated areas in accordance with rules and regulations of the Parks and Recreation Board.

(Code 1965, § 20-1; Ord. No. 77-1981, pt. 1(1), 8-13-81)

Amending Ordinance Chapter 22-5 Camping, Sleeping, and Overnight Parking

CITY OF ABILENE TEXAS

Information:

- The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years. As Abilene has developed, there has become a need to update the ordinance.
- Staff is requesting the ordinance include City property as well as parks, and playgrounds and state thereon as well as therein.
- We would also like to allow camping in Sea Bee and Johnson Parks to be extended from 48 to 72 hours. Our busiest weekends are three-day weekends.
- Over the years, there has become an increased need for a permitting process. The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time. The permit is beneficial in supporting City Marshalls with oversight of the parks when people are camping.

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Charging a Fee for Overnight Camping in Johnson Park and Sea Bee Park *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years. Over the years, there has become an increased need for a permitting process. The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time. The permit is beneficial in supporting City Marshalls with oversight of the parks when people are camping. The fee recommended is $22 per night for overnight camping.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Revenue from camping will be reflected in the Parks Division General Fund budget.

STAFF RECOMMENDATION

Staff recommends charging a fee for overnight camping in Lake Fort Phantom and Sea Bee Parks.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 25_2_13 Ordinance-Camping Fee Added to Fee Schedule
2. Attachment A - Camping Fee Added to Parks Fee Schedule
3. 25_2_13 Presentation FY25 Camping Fee Schedule Addition

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 41-2024 AND ADOPTING FEES AND CHARGES FOR SPECIAL EVENTS, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 41-2024 ("Fee Ordinance") on August 8, 2024 setting fees and charges commencing on October 1, 2024; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to add camping fee; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 4: That the effective date of this section shall be the first billing cycle in October, A.D., 2025.

PASSED ON FIRST READING on the 13th day of February, A.D. 2024.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 27th day of February, A.D. 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Parks	Daily Overnight Camping Fee	$22 per day

Camping Fee Schedule Addition

CITY OF ABILENE TEXAS

Information:

- The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years.
- Over the years, there has become an increased need for a permitting process.
- The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time.
- The permit is beneficial in supporting City Marshalls with oversight of the parks when people are camping.
- The fee recommended is $22 per night for overnight camping.

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Creation of a Second Reinvestment Zone No. RZ21-1 Being Approximately 940.89 Acres *(Robert Hanna)***

GENERAL INFORMATION

The City Council adopted Resolution No. 142-2024 on June 13, 2024 declaring that the City of Abilene elects to become eligible to participate in Tax Abatements in accordance with the Property Redevelopment and Tax Abatement Act.

The City Council recently adopted Tax Abatement Guidelines and Criteria at their June 13, 2024 Regular Meeting. The boundaries of the area to be known as City of Abilene Second Reinvestment Zone No. RZ21-1 shall be the area of land described on the document attached to the Ordinance as Exhibit “A”, which contains approximately 940.89 acres of land in Taylor County, Texas, and which land is located within the city limits of the City of Abilene, or is contiguous to the city limits of the City of Abilene and located within the City's extraterritorial jurisdiction.

The creation of the City of Abilene Second Reinvestment Zone RZ21-1 will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical.

The Second Reinvestment Zone No. RZ21-1 meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would benefit the property and that would contribute to the economic development of the City.

The City of Abilene Second Reinvestment Zone RZ21-1 satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement as set forth in the City of Abilene Resolution No. 142-2024.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. SECOND Reinvestment Zone No. RZ21-1 Ordinance
2. Presentation-Second Reinvestment Zone No. RZ21-1

ORDINANCE NO._____

AN ORDINANCE DESIGNATING CERTAIN AREAS AS A SECOND REINVESTMENT ZONE NO. RZ21-1 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT, PURSUANT TO THE TEXAS TAX CODE CHAPTER 312, SUBCHAPTER A&B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS PERTAINING THERETO; PROVIDING A SEVERANCE CLAUSE, PROVIDING AN EFFECTIVE DATE; AND FINDING THAT THE MEETING AT WHICH THE THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC.

WHEREAS, City Council has adopted Resolution No. 142-2024 on June 13, 2024 declaring that the City of Abilene elects to become eligible to participate in Tax Abatements in accordance with the Property Redevelopment and Tax Abatement Act; and

WHEREAS, City Council most recently adopted Tax Abatement Guidelines and Criteria at their June 13, 2024 Regular Meeting; and,

WHEREAS, a public hearing, in a regularly scheduled meeting before the City Council, was held on February 13, 2025, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and,

WHEREAS, the written notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and,

WHEREAS, the City, at such hearing invited all interested person, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and,

WHEREAS, all interested persons were given the opportunity to be heard; and,

WHEREAS, the area designated meets the statutory requirement that, it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies State law for the establishment of a reinvestment zone; and

WHEREAS, this Second Reinvestment Zone RZ21-1 shall not revoke nor terminate the City of Abilene's Reinvestment Zone RZ21-1 created on December 21, 2021.

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

PART 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and adopted as findings of fact by this body and as part of its official record.

PART 2: That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

(a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and

(b) That the boundaries of the area to be known as City of Abilene Second Reinvestment Zone No. RZ21-1 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and

(c) That the creation of the City of Abilene Second Reinvestment Zone RZ21-1 with boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and

(d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would benefit the property and that would contribute to the economic development of the City; and

(e) That the City of Abilene Second Reinvestment Zone RZ21-1, as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement as set forth in the City of Abilene Resolution No. 142-2024.

PART 3: That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial and industrial tax abatement encompassing the area described by the legal description in Section 2(b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Abilene Second Reinvestment Zone No. RZ21-01 for a period of five (5) years, subject to renewal as allowed by law.

PART 4: Publishing and Effective Date. That the establishment of the City of Abilene Second Reinvestment Zone No. RZ21-1 shall take effect on the date of final passage of this Ordinance.

PART 5: That any ordinance, resolution, policy, or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be hereby repealed to the extent of any conflict.

PART 6: Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Abilene, Texas, in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

PART 7: That this Second Reinvestment Zone RZ21-1 shall not revoke nor terminate the City of Abilene's Reinvestment Zone RZ21-1 created on December 21, 2021.

PASSED ON FIRST READING this 4th day of February, 2025.

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 2nd day of February, 2025, the same being seven (7) or more days prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 13th day of February, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

EXHIBIT "A"
BOUNDARIES AND LEGAL DESCRIPTION OF
CITY OF ABILENE, TEXAS SECOND REINVESTMENT ZONE NO. RZ21-1

A. TRACT ONE. Being 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

B. TRACT TWO. Being 285.90 acres out of Sections 53 and 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being a part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

C. TRACT THREE. Being 191.18 acres out of Section 55, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being a part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas; and

D. TRACT FOUR. Being 305.95 acres out of Section 24, W.W. SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas.

E. TRACT FIVE. Being 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.29 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

F. TRACT SIX. Being 14.29 acres out of Section, 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas.

G. TRACT SEVEN. Being 16.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Briannna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

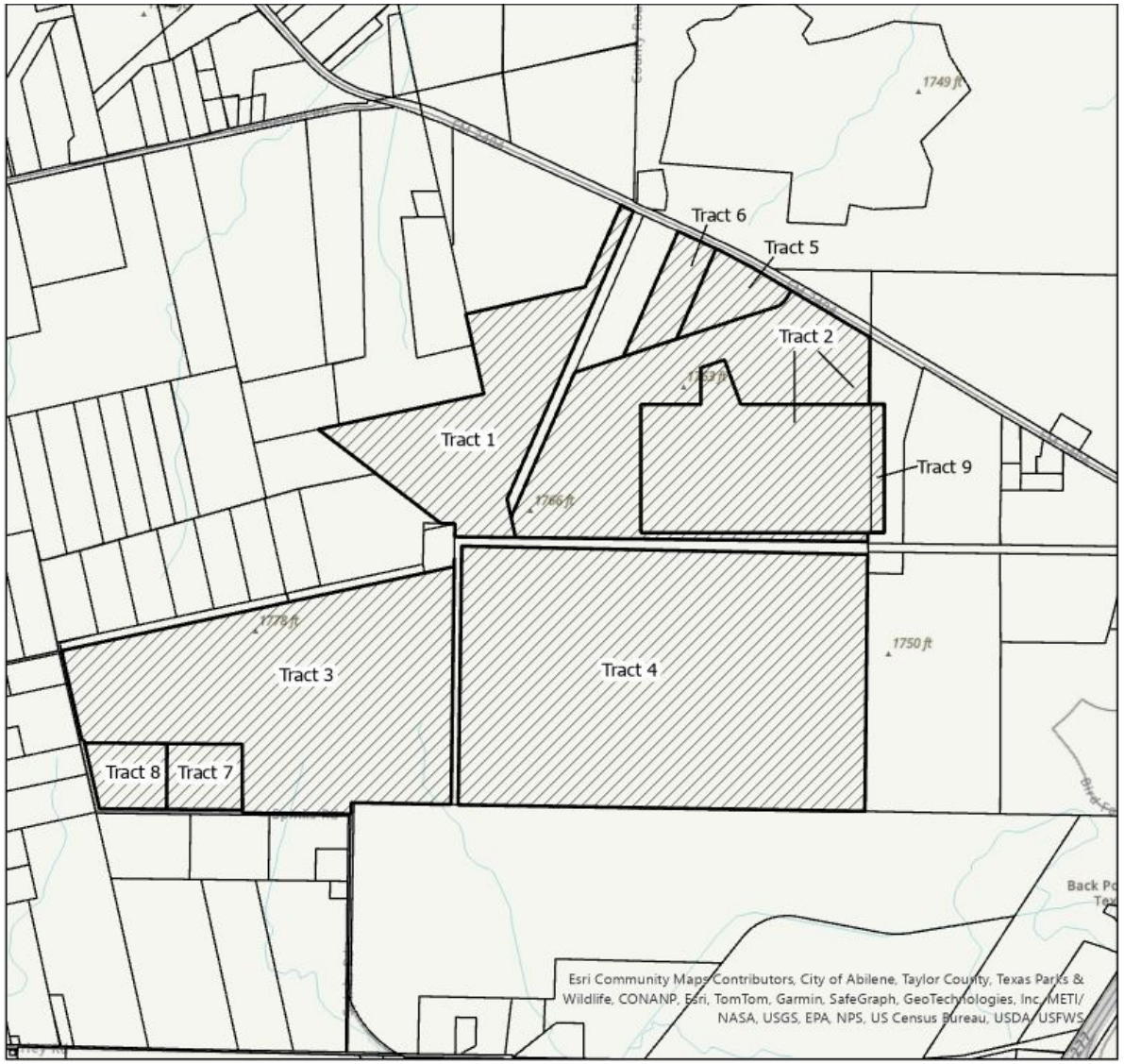
H. TRACT EIGHT. Being 15.00 acres of land out of Section 55, Block 16, T. & P. RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas.

I. TRACT NINE. Being 5.9 acres out of a portion of Lot 1, Block A, Lancium Subdivision, Taylor County, Texas, same being out of a 25.01 acre tract recorded in Document No. 2022-15428, Official Public Records, Taylor County, Texas.

Creation of a Second Reinvestment Zone No. RZ21-1

CITY OF ABILENE TEXAS

Creation of a Second Reinvestment Zone No. RZ21-1



N
W E
S

Legend

RZ21-1

0.25 Miles

CITY OF ABILENE TEXAS

Creation of a Second Reinvestment Zone No. RZ21-1

Questions ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **16. Resolution (Motion to Reconsider): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Resolution of Support for OPG Cypress Partners LLC Supporting their Proposed Project on 301 Cypress St. *(Tim Littlejohn)***

GENERAL INFORMATION

Resolution of support for OPG Cypress Partners LLC for a 49 unit apartment project located on 301 Cypress St.

SPECIAL CONSIDERATIONS

This item requires a Motion for Reconsideration. Pursuant to section 2.17.4, Council's Rules of Procedure, a motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion, but may be seconded by any member. If the motion to reconsider passes, then the original matter is back before the Council for discussion, and a new original motion is in order for approval or denial.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION of support 301 Cypress St
2. Applicant info for Landmark on Cypress
3. Landmark on Cypress 301 Cypress St. email 012425
4. OPG - Historic Resume
5. City Council Presentation 301 Cypress

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, SUPPORTING AND CONFIRMING NO OBJECTION TO HOUSING TAX CREDIT APPLICATION FOR OPG CYPRESS PARTNERS LLC

WHEREAS, OPG Cypress Partners LLC has proposed the rehabilitation of 301 Cypress Street for the adaptive reuse of an existing historic structure for and apartment community located at 301 Cypress Street in the City of Abilene, County of Taylor Texas; and

WHEREAS, the OPG Cypress Partners LLC will submit an application to the Texas Department of Housing and Community Affairs for 2025 Housing Tax Credits for 301 Cypress Street; and

WHEREAS, the proposed redevelopment and renovation of the property will be funded through a combination of competitive housing tax credits and tax exempt bonds; and

WHEREAS, upon completion of the renovation, the apartments will be available to rent to low income households earning 60% or below of Area Median Income subject to any additional restrictions under the Housing Assistance Payment (HAP) contract administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, pursuant to Section 11.204(4) of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City of Abilene desires to provide a Resolution of No Objection to the Applicant for the 4% Non-Competitive Housing Tax Credit (HTC) application for OPG Cypress Street LLC located at 301 Cypress Street, Abilene, Texas,

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

PART 1: That the City of Abilene, acting through its Governing Body, hereby confirms that it has no objection as to Applicant's application to TDHCA's 2025 4% Non-Competitive HTC for the proposed renovation and redevelopment of the OPG Cypress Street LLC Apartments located at 301 Cypress Street, Abilene, Texas, for a 49 unit apartment development and that this formal action has been taken to put on record the opinion expressed by the City of Abilene on January 23rd, 2025.

PART 2: That in accordance with the requirements of the Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4), it is hereby found that:

(a) Notice has been provided to the Governing Body in accordance with Texas Government Code §2306.67071(a); and
(b) The Governing Body has had sufficient opportunity to obtain a response from Applicant regarding any questions or concerns about the proposed renovation and redevelopment of the property for the proposed use; and

(c) The Governing Body has held a hearing at which public comment may be made on the proposed renovation and redevelopment project in accordance with Texas Government Code §2306.67071(b) and Texas Administrative Code §11.204(4)(B); and

(d) After due consideration of the information provided by the Applicant and after the public hearing on the proposed renovation and redevelopment project, the City of Abilene, acting through its Governing Body, does not object to the application by Applicant to the TDHCA for 2025 4% Non-Competitive HTC for the purpose of the renovation and redevelopment of the Villages at Westlake Apartments for the proposed use.

PART 3: That it is FURTHER RESOLVED that for and on behalf of the Governing Body, the City Manager is hereby authorized, empowered and directed to certify these resolutions to the TDHCA.

PART 4: That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 13th day of February, 2025

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

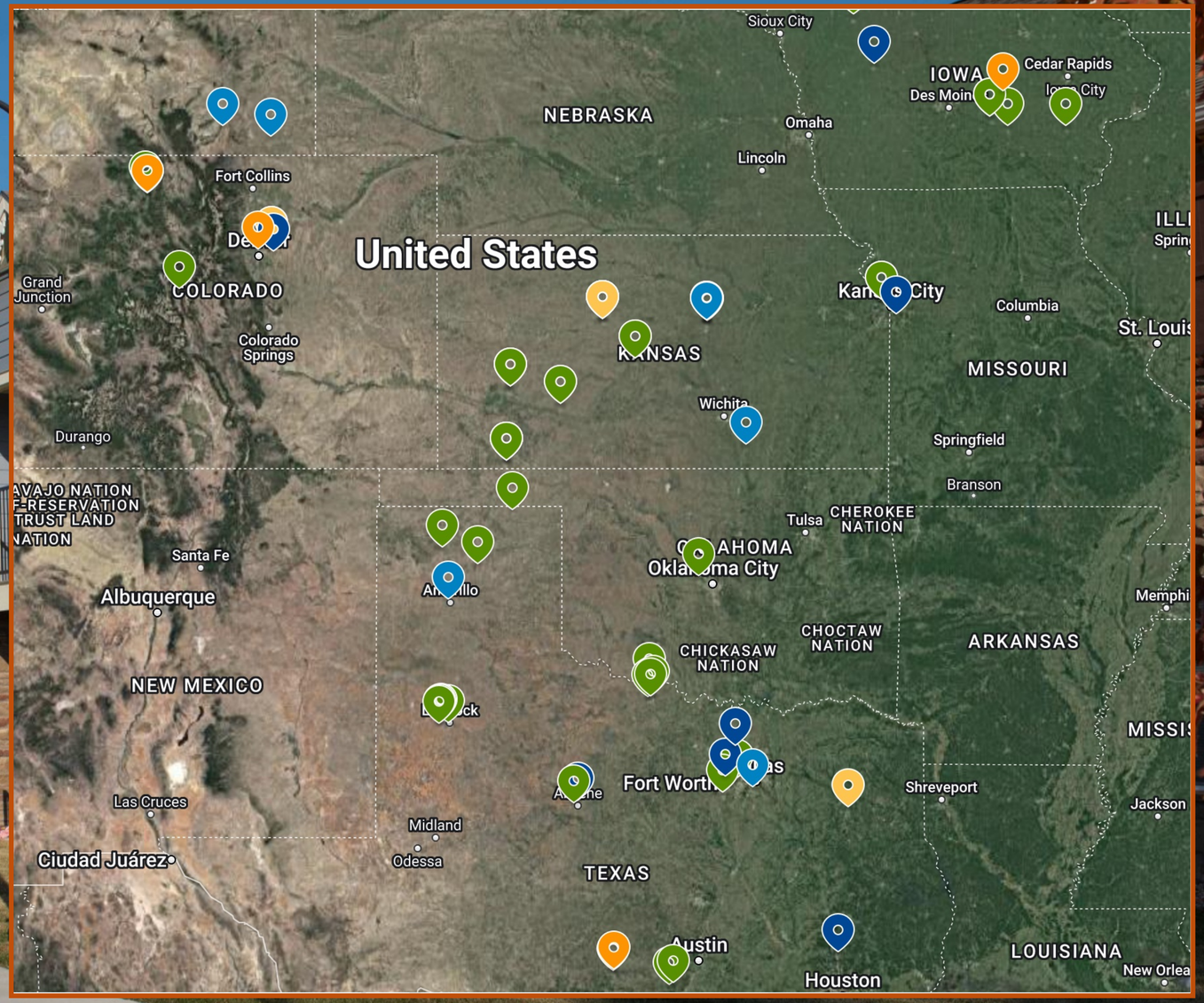
APPROVED:

_____
Stanley Smith, City Attorney

LANDMARK ON CYPRESS

PART 1

OVERLAND PROPERTY GROUP



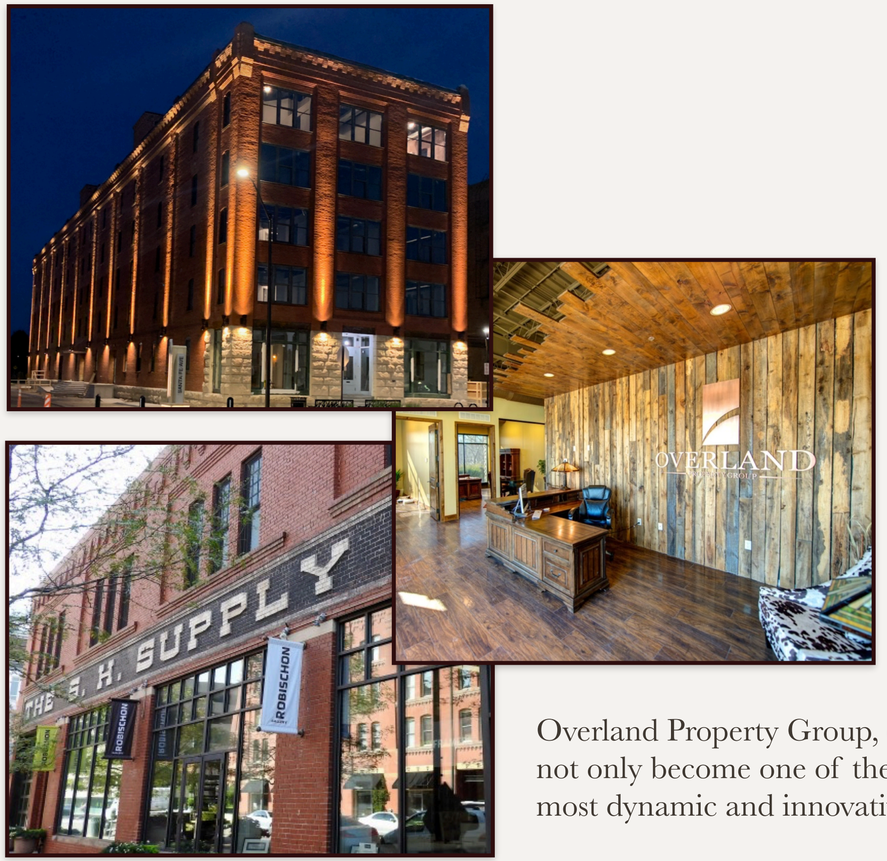
OVERLAND
PROPERTY GROUP

Since OPG was founded, we've always had a long-term perspective on what we build and how we approach relationships. As the owners of our communities, developing quality benefits us as much as the residents who live in our communities: quality building practices deliver places to live that last. This comes through to our residents, who understand that thoughtful design and quality construction is a reflection of our respect for them.

DEVELOPED IN TEXAS	TOTAL DEVELOPED
27+	76+

ABOUT US

OVERLAND PROPERTY GROUP (OPG) WAS FOUNDED IN 2002, WITH OFFICES IN: Salina, KS Leawood, KS Denver, CO



OUR SCOPE

PRE-DEVELOPMENT	→	SITE SELECTION	MARKET RESEARCH
DESIGN CONCEPT	→	PRELIM DESIGN	FINANCIAL ANALYSIS
CLOSING	→	ENTITLEMENTS	DEBT & EQUITY
CONSTRUCTION	→	BUILDOUT	PROJECT MANAGEMENT
STABILIZATION	→	OPERATIONS	SALES MARKETING

OUTSOURCED OPG

Overland Property Group, (OPG), has developed over $850 million in multi-family and senior living communities since 2002. OPG has not only become one of the fastest growing owner/developers in a six state region, but has also established a reputation as one of the most dynamic and innovative developers of independent senior living communities in the country.

Through extensive experience, OPG has built and a maintained strong relationships with lenders, contractors, architects, engineers, and a number of other vendors that have allowed OPG to streamline the overall development process allowing for significant economies of scale. As a result, OPG has been able to market a highly sustainable model with an estimated site acquisition to construction completion period.

AWARDS

2021
Kansas Preservation Alliance Award Winner, Lee Lofts

Charles L. Edson Tax Credit Excellence Award Winner - Historic Preservation, Landmark at Lamar

2020
Best Historic Rehab Finalist Texas Downtown Association, Landmark at Lamar

2018
Colorado Housing Eagle Award - People's Choice, The Reserves at Steamboat Springs

Ad Astra Award - New Housing Development, The Reserves at Trail Ridge

2016
Top 50 Affordable Housing Developers - Affordable Housing Finance

Historic Preservation Governor's Award, Tabor Grand Hotel Apartments

Affordable Housing Finance - Reader's Choice Finalist, Tabor Grand Hotel Apartments

2014
Ad Astra Award - Innovation in Housing & Community Development, The Reserves at Cimarron Valley

2010
Ad Astra Award - Special Achievement in Affordable Housing Development - Rural

2009
Ad Astra Award - Special Achievement in Affordable Housing Development - Urban

2008
Ad Astra Award - Special Achievement in Affordable Housing Development - Urban

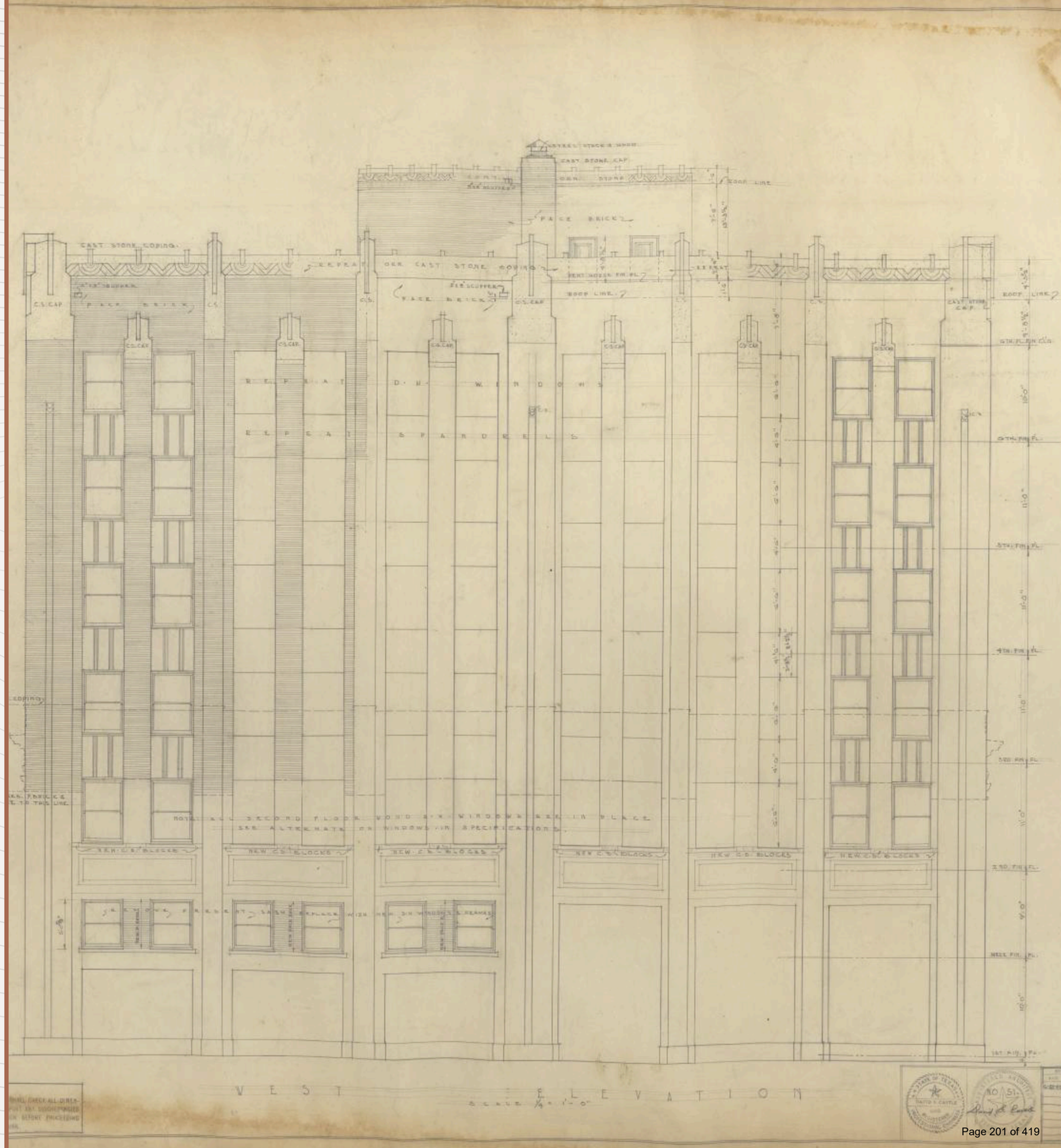
PART 2

ABOUT THIS DEVELOPMENT

301 CYPRESS ST.

Originally known as the West Texas Utility's headquarters, Overland Property Group (OPG) is excited for the opportunity to bring new life to yet another David S. Castle architectural showpiece, preserving and protecting his work for decades to come on the National Register of Historic Places.

Landmark on Cypress would be an opportunity to bring mixed-income housing to Abilene's downtown, contributing to Downtown Abilene's revitalization efforts and goals.



SITE PLAN

Designation
General/Multifamily

Acres
.95 (approx.)

Residential Units
49

Zoning
CB - Central Business District

UNIT MIX & INCOME LIMITS

BEDROOMS	UNIT COUNT
1 BR	15
2 BR	22
3 BR	12
TOTAL	49

GROWTH IN ABILENE
MSA AVERAGE INCOME
$85,600
AVERAGE ANNUAL INCREASE
3.2%
3 YR POPULATION GROWTH
3.1%

AFFORDABILITY	UNIT COUNT	INCOME BRACKET
30%	4	$17,000 - $28,100
50%	8	$28,200 - $46,700
60%	25	$33,850 - $56,050
MR	12	$56K +

* Based on 2024 HUD published data

COMMUNITY IMPACT!

Overland Property Group has been active in the City of Abilene since 2016, with the development of The Residence at Autumn Sage, located at 5801 Autumn Sage Ln.

More recently, OPG completed construction at the end 2024 on our second development in town, Landmark on Abilene, the historic renovation of David S. Castle's Travis Elementary School and adaptive reuse into 29 units for Abilene's senior demographic.

The historic adaptive/reuse of 301 Cypress St., designed by David S. Castle, would bring another National Historic Landmark to the City of Abilene, while contributing to Cypress St. & Downtown Abilene's revitalization efforts.

Not only would this proposed historic preservation aid in Cypress St.'s beautification, but would also bring housing to those living and working in and around Downtown Abilene, while also bringing more consumers to Downtown Abilene, bolstering business for downtown business owners.

RENOVATION INVESTMENT
$10,500,000
TOTAL INVESTMENT IN DOWNTOWN ABILENE
$18,850,000
ANNUAL PROPERTY TAX REVENUE GENERATED
$48,500

CATERING TO CITY OBJECTIVES & GOALS

- Landmark on Cypress would be a significant contribution to Downtown Abilene's revitalization efforts, considering its size & location
- With Downtown Abilene's vibrancy and character, preserving another piece of historic architecture by cementing its history on the National Register of Historic Places, would cater to Downtown's charm and history.
- Per Abilene's Comprehensive Plan regarding Downtown Living & Central Business District (pg. 41-42), a diverse mix of housing types, historic preservation, and adaptive reuse is encouraged.
- Catering to Abilene's Comprehensive Plan, Landmark on Cypress would increase housing stock to Abilene's increasing demand for housing by focusing on infill development downtown to promote more diversity & density (pg. 20)
- Landmark on Cypress's location would also promote quality of life elements, such as walkability to places of work, downtown entertainment, and restaurants.

PART 3

OUR DEDICATION TO HISTORIC PRESERVATION

TABOR GRAND	LEADVILLE, COLORADO
LANDMARK AT LAMAR	WICHITA FALLS, TEXAS
LEE HARDWARE LOFTS	SALINA, KANSAS
LEE HARDWARE LOFTS II	SALINA, KANSAS
STONEPOST LOFTS	HAYS, KANSAS
LANDMARK AT ABILENE	ABILENE, TEXAS
LANDMARK 301	CONROE, TEXAS
ROOSEVELT LOFTS	SAN ANGELO, TEXAS

LEE LOFTS
SALINA, KS

- Kansas Preservation Alliance Award Winner
- Lee Lofts Looking Good

LANDMARK AT LAMAR
WICHITA FALLS, TX

- Charles L. Edson Historic Preservation Award Winner
- Texas Downtown Association - Best Historic Rehab Finalist

TABOR GRAND HOTEL
LEADVILLE, CO

- Governor's Historic Preservation Award Winner
- View History Colorado's Spotlight Feature on Tabor Grand Hotel here

OUR AWARDS FOR EXCELLENCE IN PRESERVATION

LANDMARK AT ABILENE

ABILENE, TX

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2025	Senior	29

PAST & PRESENT

The Travis School was built in 1921 with additions in 1927 & 1958, and was designed by prominent Abilene architects, David S. Castle, Sr. (1921 & 1927 construction) and the firm Wheeler & Pope (1958 addition).

Since being decommissioned by the Abilene school district the building has been vacant for over 40 years until in 2021 when OPG purchased the school and the extensive historic renovation started with construction completing and opening to residents Nov 2024 as Landmark at Abilene.

BEFORE

AFTER

AFTER

LANDMARK
AT ABILENE
1101 - A

BEFORE

AFTER

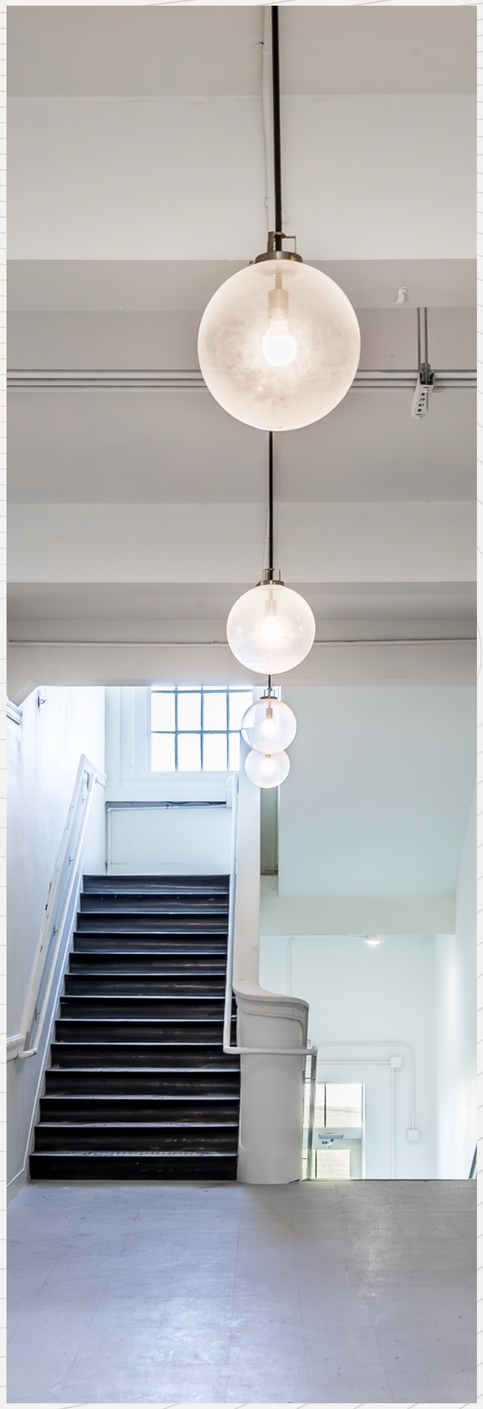
BEFORE

AFTER

BEFORE

AFTER

ELEVATOR
LOBBY
AFTER



TABOR GRAND HOTEL APARTMENTS

LEADVILLE, CO

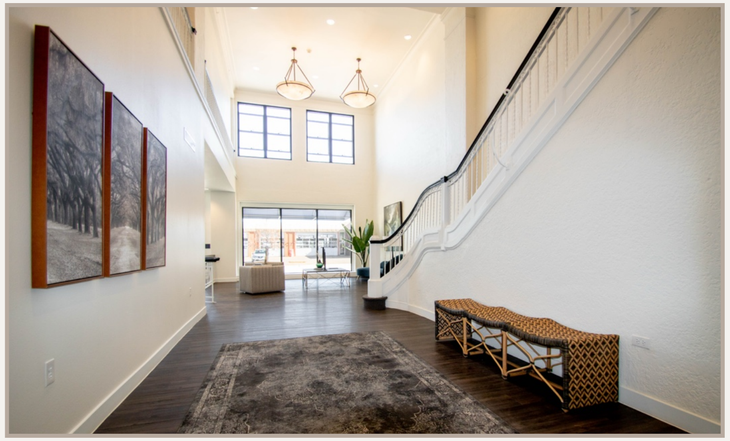
AWARD WINNING

- 2016 14th Annual Governor's Award for Historic Preservation Recipient
- 2015 Affordable Housing Magazine People's Choice Awards Finalist

HISTORIC REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2015	**Family**	**37**

LANDMARK AT LAMAR

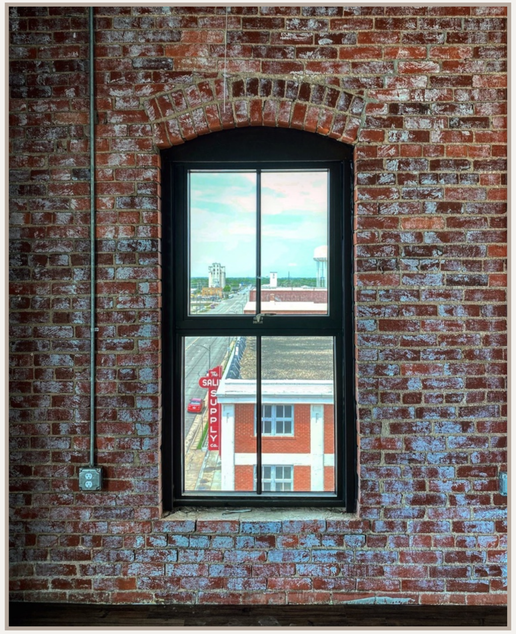
WICHITA FALLS,TX



AWARD WINNING

- 2021 Charles L. Edson National Award Winner for Excellence in Historic Preservation
- 2021 TX Downtown Association Best Renovation / Rehab / Renovation finalist

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2019	Senior	30



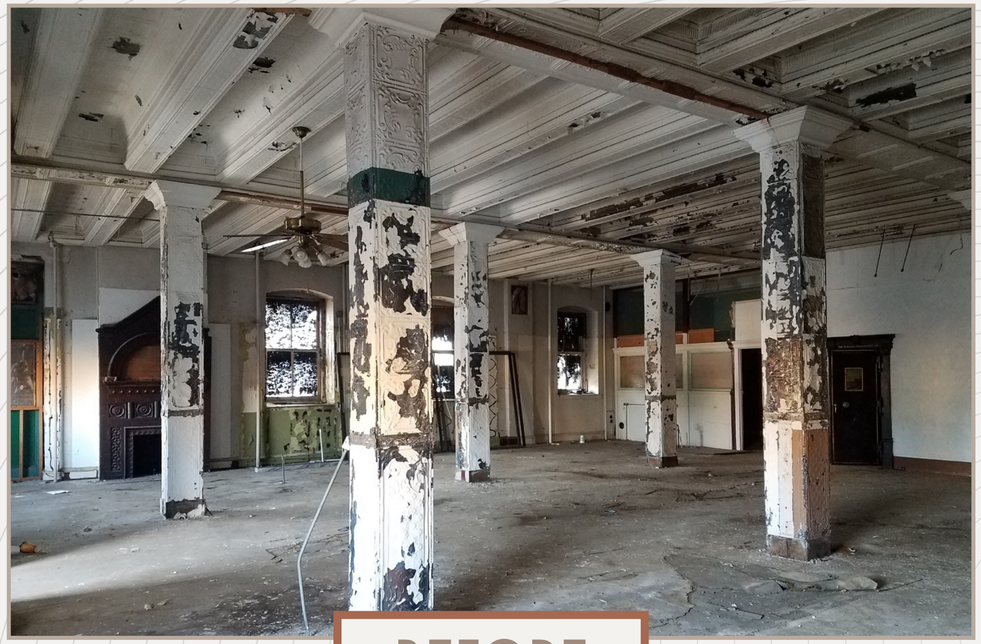
H.D. LEE MERCANTILE LOFTS & LEE HARDWARE LOFTS

SALINA, KS

AWARD WINNING

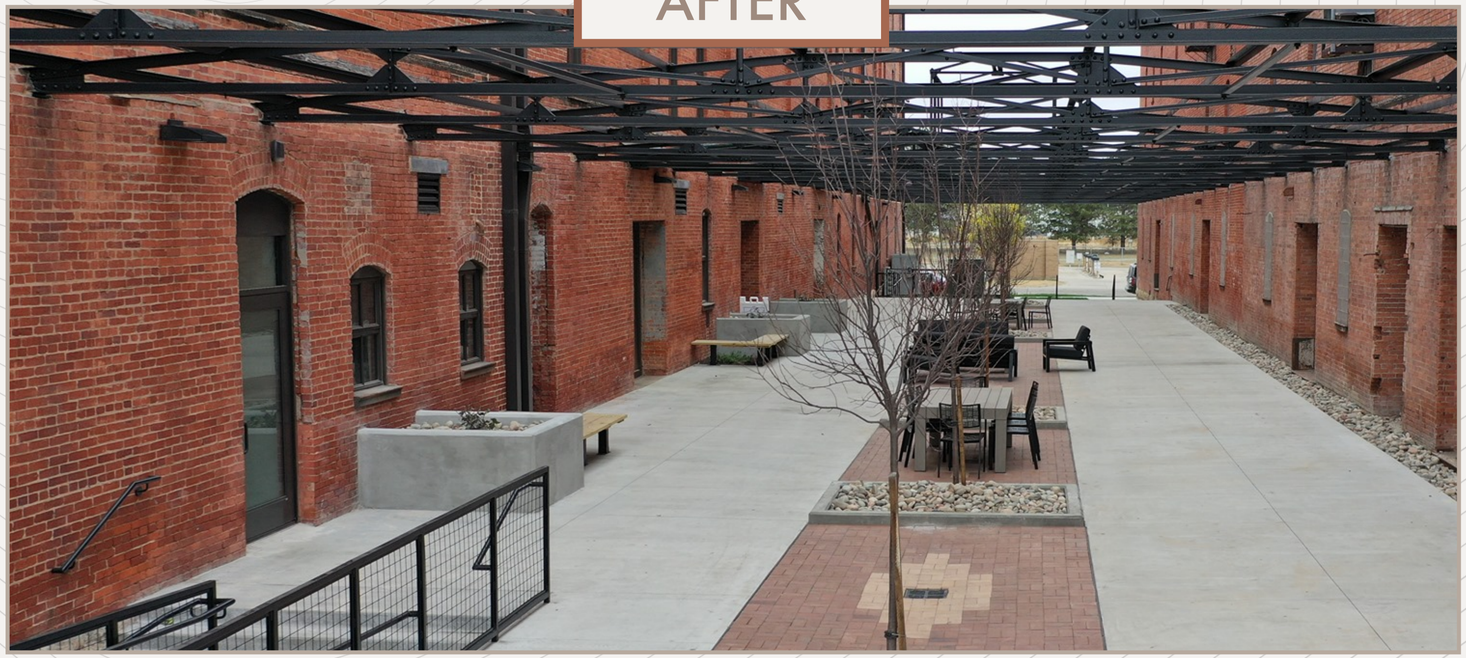
- 2021 Kansas Preservation Alliance Honor with Distinction Award Recipient

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2020 & 2023	Family	103



BEFORE

AFTER



STONEPOST LOFTS

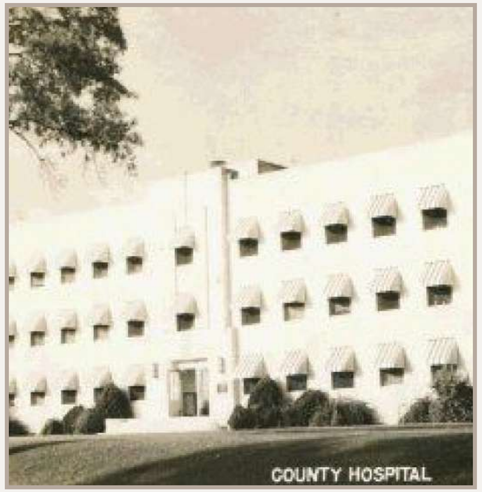
HAYS, KS

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2022	Family	18

HISTORY

Originally known as Washington Elementary School, this building was constructed in the Tudor Revival style in 1926 with additions in 1931 & 1951. This schoolhouse was originally designed by local architects Mann & Co., who have been active in the region since 1911.

After being decommissioned by the school district and at the encouragement of Hays City Council to keep the building in downtown Hays from becoming vacant, Overland Property Group purchased the building from the district and started the intensive historic renovation converting the building to loft style apartments in 2021.



LANDMARK 301

CONROE, TX

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2024	Senior	47

HISTORY

The first phase of the former Montgomery County Hospital was designed by Texas architect Wyatt Hedrick of the firm Hedrick & Lindsley in the Moderne Style in 1938, with additions added in 1953 and 1967. While the age of the former hospital is significant, Wyatt Hedrick's involvement makes this a notable piece of Texas's architectural history.

After the hospital was closed it fell into major disrepair and was vacant for many years until in 2022 when OPG purchased the building and started the massive clean up and historic renovation efforts. After the extensive renovation the community opened in 2024 as Landmark 301.

BEFORE

AFTER

BEFORE

AFTER

LANDMARK 301

CONROE, TX

Today, the historic Montgomery County Hospital sits proudly on the city block it occupies, known by its new name Landmark 301. Landmark 301 not only has contributed to the history of Conroe and the vitality to its neighborhood, but also provides 47 units to residents in need of quality, affordable housing.

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2024	Senior	47

OVERLAND
PROPERTY GROUP

HEADQUARTERS

SALINA OFFICE

254 N Santa Fe Ave, Suite A
Salina, Kansas 67401
(785) 371-1663

KC OFFICE

5345 W. 151st Terrace
Leawood, Kansas 66224
(913) 396-6310

DENVER OFFICE

1732 Wazee Street, Suite 202
Denver, Colorado 80202
(303) 392-8850

From: **April Engstrom** <aengstrom@overlandpg.com>
Date: Fri, Jan 24, 2025 at 1:52 PM
Subject: Landmark on Cypress / 301 Cypress St. - Catch Up
To: Robert.Hanna@abilenetx.gov <Robert.Hanna@abilenetx.gov>, weldon.hurt@abilenetx.gov <weldon.hurt@abilenetx.gov>

Hi Robert & Mayor Hurt,

It was just brought to my attention yesterday afternoon that a resolution of support for OPG's proposed development, Landmark on Cypress, was placed on the agenda and then denied a resolution of support during the morning meeting.

I didn't realize until after it had happened that we'd been placed on the agenda for a vote. In an ideal world, I would have reached out sooner and had planned to by the end of this week, but pre-applications were due late this year and I wanted to have more thorough information gathered prior to requesting a place on the council agenda. Historic developments are always more nuanced, requiring more investigation prior to having the level of detail I'd typically come prepared with to the City Manager, Council, and Mayor, so I wanted to ensure I had all my ducks in a row prior to reaching out.

After talking with the seller's broker, Jack, who visited with Councilmember Regan yesterday afternoon, and seeing this article last night, it seems that there are a lot of misconceptions about our plans.

I would love the opportunity to be placed on a Council agenda in February so I can have the opportunity to address the misinformation and answer any questions concerned community members or business owners may have.

I'm down and out with the flu today (which has been going around here as of late) but will send you a presentation with thorough information on Monday. I also wanted to note that we're currently looking at about 49 units, 25% of which would be market rate, making Landmark at Cypress a truly mixed-income community.

Even if the vote at the end of the day results in the same answer, I always appreciate the opportunity to present and visit with council and community members, so hope this request warrants your consideration.

As mentioned, I'll send a presentation Monday and then would be happy to follow up on a call to discuss.

And as an aside, I thought I'd share our historic portfolio. We just completed renovations at Landmark at Abilene and are thrilled with the final product. We're hoping to have a Grand Opening in the spring, and you both will definitely be on our invite list, but prior to then I'd love to give you both a tour if I'm able to visit town to present to council for Landmark on Cypress.

Overland Property Group – Historic Portfolio

Thanks for your consideration, and again, I'd really appreciate the opportunity to present to council and visit with you both over a tour of Landmark at Abilene.

Thanks, and enjoy the weekend!
April

April Engstrom | Director of Development
Overland Property Group
5345 W. 151st Terrace, Leawood, Kansas 66224
C: 785.212.0810
aengstrom@overlandpg.com | www.overlandpg.com

OVERLAND
PROPERTY GROUP

OVERLAND PROPERTY GROUP
HISTORIC

DECEMBER 2024

HISTORIC AWARD WINNING PORTFOLIO

TABOR GRAND HOTEL APARTMENTS	LEADVILLE, COLORADO
LANDMARK AT LAMAR	WICHITA FALLS, TEXAS
LEE HARDWARE LOFTS	SALINA, KANSAS
LEE HARDWARE LOFTS II	SALINA, KANSAS
STONEPOST LOFTS	HAYS, KANSAS
LANDMARK AT ABILENE	ABILENE, TEXAS
LANDMARK 301	CONROE, TEXAS
ROOSEVELT LOFTS	SAN ANGELO, TEXAS

TABOR GRAND HOTEL APARTMENTS

LEADVILLE, CO

View History Colorado's Spotlight Feature on Tabor Grand Hotel here

HISTORY

Located in Leadville's main commercial district, The Tabor Grand Hotel Apartments is a four-story brick Victorian building, built by H.A.W. Tabor in 1885.

This building was closely associated with the development of Leadville at a time when a new, first-class hotel was considered essential to promoting the City to the railroads, visitors, and tourists. It's location, design, setting, materials, and workmanship add to the district's sense of time and place in history. (cont. on next page)

TABOR GRAND HOTEL APARTMENTS

LEADVILLE, CO

HISTORY (cont.)

In article written in 1884, at the beginning of construction of the Tabor Grand Hotel, it was said:

Only one thing seems to be needed to insure a very prosperous summer, and that one thing is the completion of the magnificent new hotel on the corner of Seventh Street and Harrison Avenue. The importance of finishing this great work at once can scarcely be overestimated in its effect upon every interest here, for it now stands, it its incomplete condition, a glaring advertisement of our want of confidence in the perpetuity of the city.

The famed hotel, once frequented by famous guests including the Unsinkable Molly Brown and Doc Holliday, fell into great disrepair in the 1980s and again in early 2010's being in danger of being torn down many times. In 2013 Overland Property Group acquired the building, completing a rigorous 100 year historic renovation, through coordination with all historic preservation offices, permanently saving it while bringing the building back to its former glory. The historic preservation was so well done that the building was recognized by the Governor of Colorado by awarding Tabor Grand Hotel 2016's Governor's Award for Historic Preservation.

TABOR GRAND HOTEL APARTMENTS

LEADVILLE, CO

AWARD WINNING

- 2016 14th Annual Governor's Award for Historic Preservation Recipient
- 2015 Affordable Housing Magazine People's Choice Awards Finalist

HISTORIC REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2015	**Family**	**37**

LANDMARK AT LAMAR

WICHITA FALLS,TX

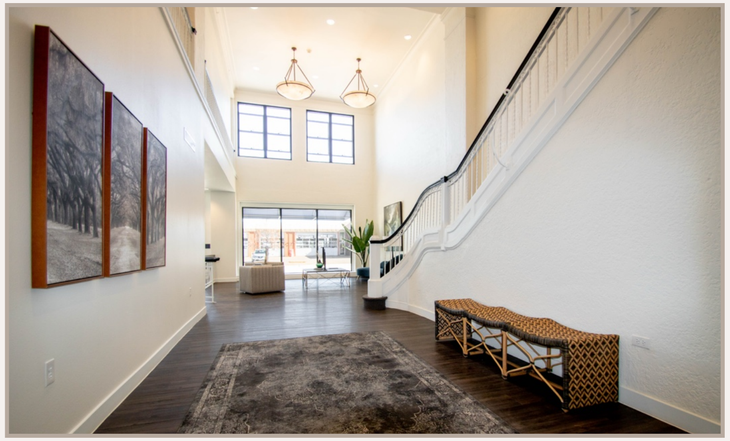
HISTORY

The Landmark on Lamar was originally built in 1929 as the W.A. Freear Furniture Company, later serving as the Mascot Shrine Temple Building between 1948-1995.

This historic building, designed in the Art Deco architectural style popular during its time, vacant and in complete disrepair for decades until it was acquired by Overland Property Group in 2017 and historically rehabilitated into senior affordable housing, opening its doors to residents in 2019.

LANDMARK AT LAMAR

WICHITA FALLS,TX



AWARD WINNING

- 2021 Charles L. Edson National Award Winner for Excellence in Historic Preservation
- 2021 TX Downtown Association Best Renovation / Rehab finalist

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2019	Senior	30

LEE HARDWARE LOFTS & LEE HARDWARE LOFTS II

SALINA, KS

HISTORY

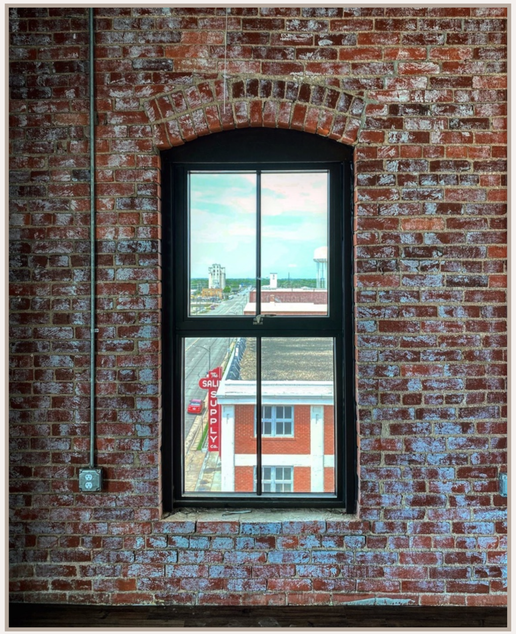
In 1889, wealthy businessman and oil tycoon Henry D. Lee moved from Gallon, Ohio to Salina, Kansas. Lee confident he could make a second fortune coming west, chose to reside in Salina after the city pledged $25,000 towards his mercantile business. He opened his mercantile business, H.D. Mercantile Co. a wholesale grocery store, where the national landmark still stands. After 39 years, the company officially dropped Mercantile from it's name, becoming the H.D. Lee Company. The H.D. Lee Company manufactured denim in the Lee Buildings, where indigo dye still stains the floor, preserved to this day. (Cont. on next page)

LEE HARDWARE LOFTS & LEE HARDWARE LOFTS II

SALINA, KS

Over 20 years after Lee's death in 1950, the H.D. Lee Company relocated its headquarters to Kansas City, Kansas leaving the towers abandoned. After being vacant for almost 70 years, in 2019, Overland Property Group (Salina, KS) purchased the Historic Lee Buildings and invested over $11 million in phase 1 to historically restore and convert the historical landmark into 53 loft style apartments, and 5,000 sq. Ft. of commercial space (office and retail)

In 2023, Overland Property Group (Salina, KS) started the historic renovation of the second building, now known as the Lee Hardware Lofts, and invested over $18 million to restore and convert the historic building into 50 loft apartments and 10,000 sq. ft. of commercial space (Retail, Restaurant and Office)



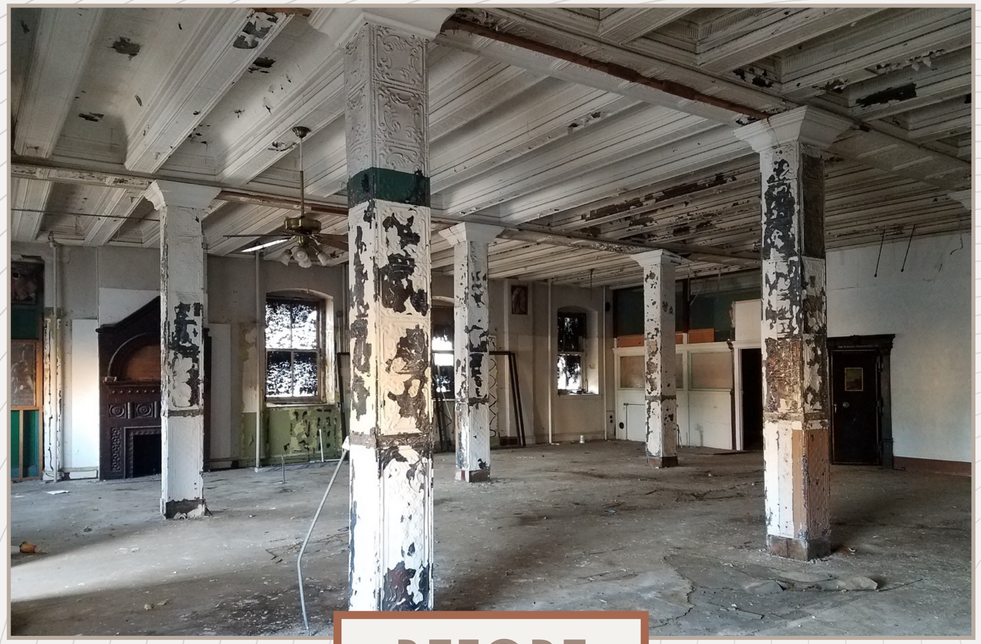
LEE HARDWARE LOFTS & LEE HARDWARE LOFTS II

SALINA, KS

AWARD WINNING

- 2021 Kansas Preservation Alliance Honor with Distinction Award Recipient

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2020 & 2023	Family	103



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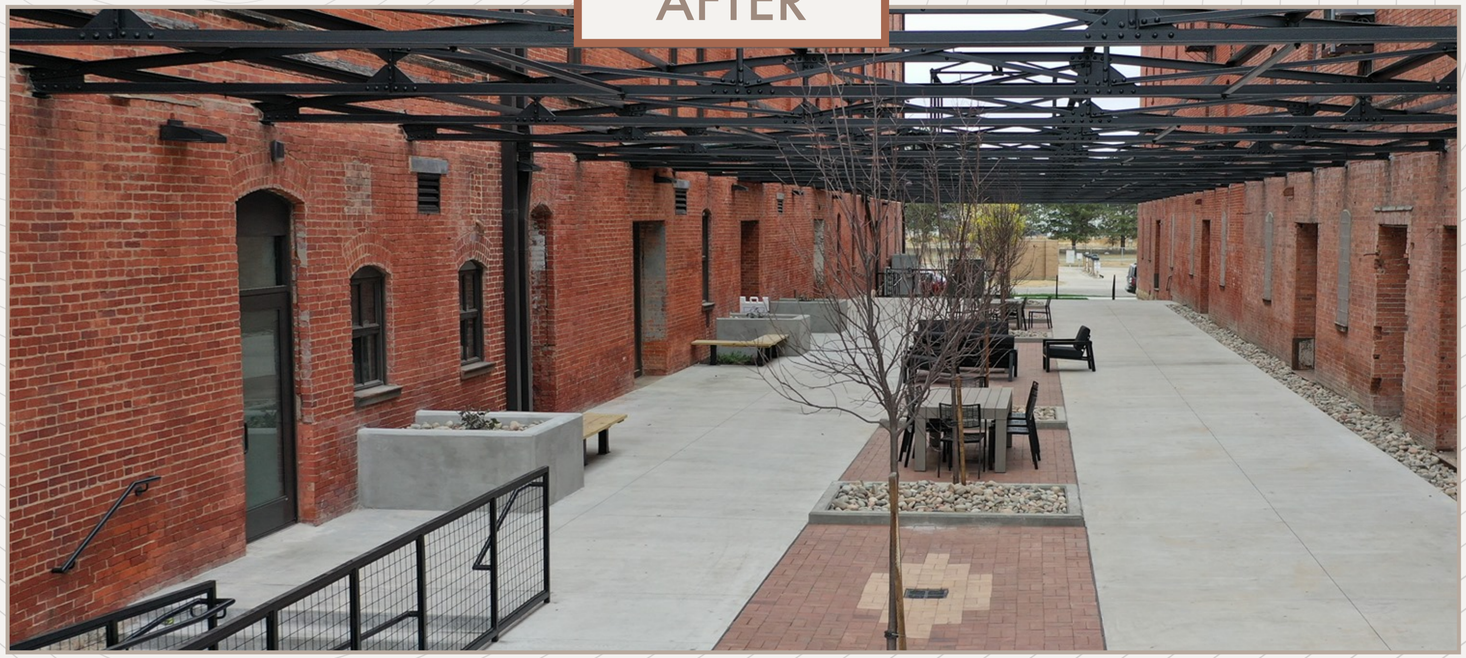


STONEPOST LOFTS

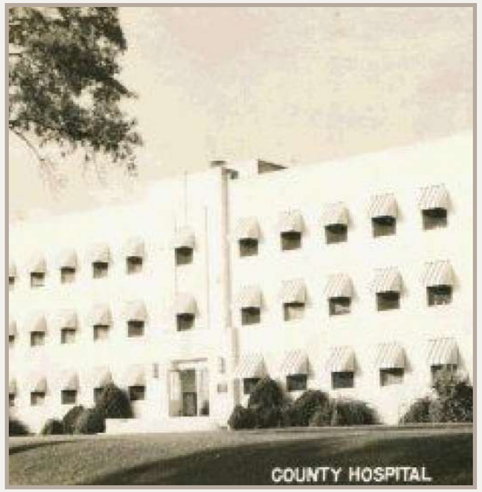
HAYS, KS

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2022	Family	18

HISTORY

Originally known as Washington Elementary School, this building was constructed in the Tudor Revival style in 1926 with additions in 1931 & 1951. This schoolhouse was originally designed by local architects Mann & Co., who have been active in the region since 1911.

After being decommissioned by the school district and at the encouragement of Hays City Council to keep the building in downtown Hays from becoming vacant, Overland Property Group purchased the building from the district and started the intensive historic renovation converting the building to loft style apartments in 2021.



LANDMARK 301

CONROE, TX

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2024	Senior	47

HISTORY

The first phase of the former Montgomery County Hospital was designed by Texas architect Wyatt Hedrick of the firm Hedrick & Lindsley in the Moderne Style in 1938, with additions added in 1953 and 1967. While the age of the former hospital is significant, Wyatt Hedrick's involvement makes this a notable piece of Texas's architectural history.

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Today, the historic Montgomery County Hospital sits proudly on the city block it occupies, known by its new name Landmark 301. Landmark 301 not only has contributed to the history of Conroe and the vitality to its neighborhood, but also provides 47 units to residents in need of quality, affordable housing.

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2024	Senior	47

HERITAGE AT ABILENE

ABILENE, TX

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2025	Senior	29

PAST & PRESENT

The Travis School was built in 1921 with additions in 1927 & 1958, and was designed by prominent Abilene architects, David S. Castle, Sr. (1921 & 1927 construction) and the firm Wheeler & Pope (1958 addition).

Since being decommissioned by the Abilene school district the building has been vacant for over 40 years until in 2023 when OPG purchased the school and the extensive historic renovation started with construction completing and opening to residents Nov 2024 as the Heritage at Abilene.

BEFORE

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AFTER

LANDMARK
AT ABILENE
1101 - A

BEFORE

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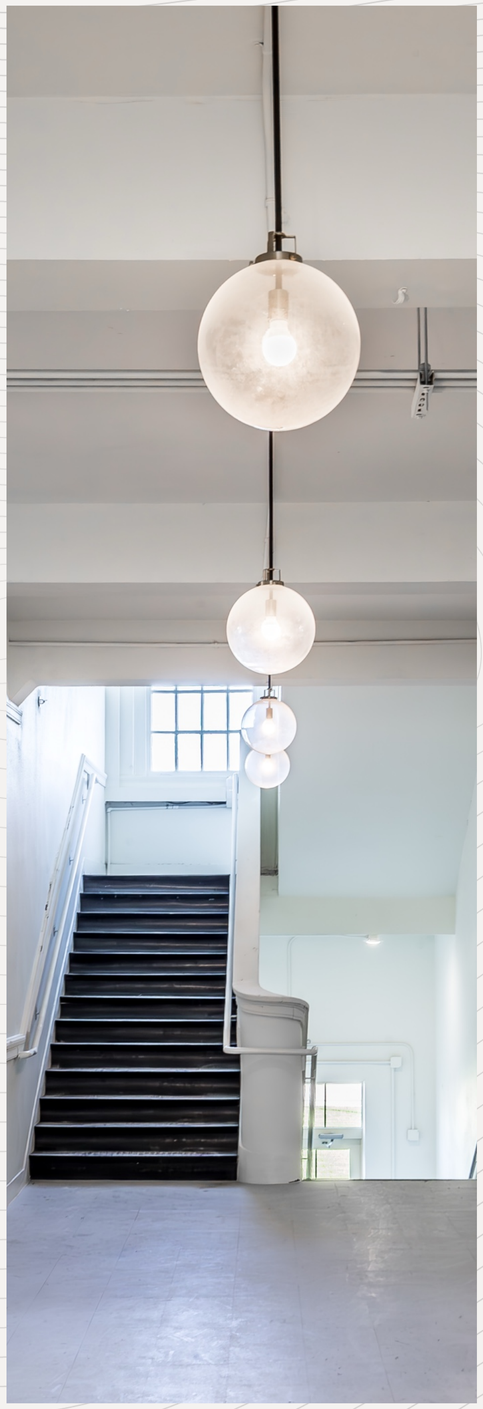

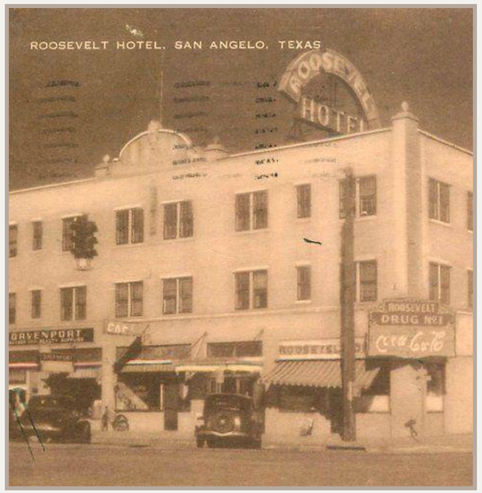

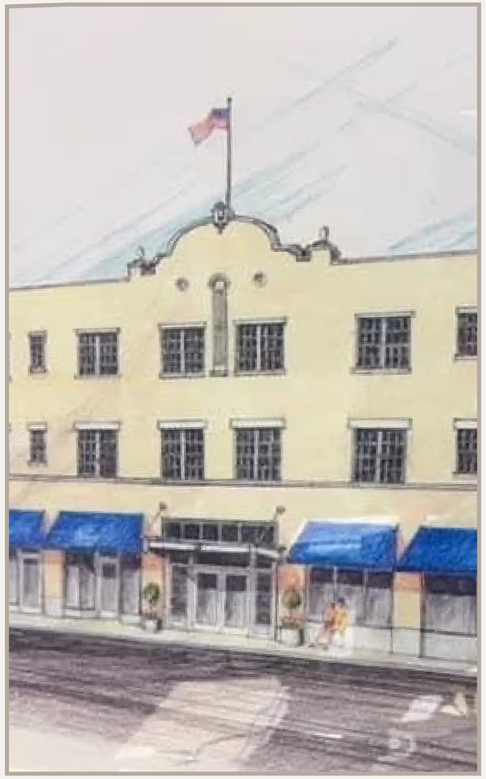

ROOSEVELT LOFTS

SAN ANGELO, TX

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2025	Senior	25

PAST & PRESENT

Built in 1929 as the Rainbow Hotel and re-branded and renovated in 1935 as the Roosevelt Hotel, the hotel is a 3-story, Mission-Revival-style building.

After over 50 years of being vacant and many failed attempts to renovate by others, in April 2024 OPG purchased the building and historic renovations on Roosevelt Lofts began with construction completion on schedule for July of 2025.

OVERLAND
PROPERTY GROUP

SALINA OFFICE

254 N Santa Fe Ave, Suite A
Salina, KS 67401
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Resolution of support for 301 Cypress St.

CITY OF ABILENE TEXAS

Resolution of support for 301 Cypress St.

- OPG Cypress Partners, LLC is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Landmark on Cypress to be located at 301 Cypress Street
- This proposed development will be the adaptive reuse of an existing historic structure and will be an apartment community comprised of approximately 49 units of which 37 units will be reserved for residents at or averaging 60% of Area Median Income or below.

CITY OF ABILENE TEXAS

Resolution of support for 301 Cypress St.

QUESTIONS

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **17. Ordinance (Final Reading) CUP-2025-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 91.21 Acres to Allow a 150' Tall Monopole Tower Within Agriculture Open (AO), Located at 1602 Loop 322 *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to construct a new 150' tall monopole within Agricultural Open (AO) zoning.

SPECIAL CONSIDERATIONS

The subject property was annexed by the City of Abilene in 1930 and has been zoned Agricultural Open (AO). The proposed tower would be located at the Taylor County Expo Center. To the west of the property is Abilene ISD's Shotwell Stadium. To the east of the property is Abilene Regional Airport.

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 CUP-2025-01
4. FAA Determinition of no Hazard_154'_Expo Site
5. Site Plan-Exhibits
6. presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 23rd day of January, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 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 13th day of February, 2025, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of February, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

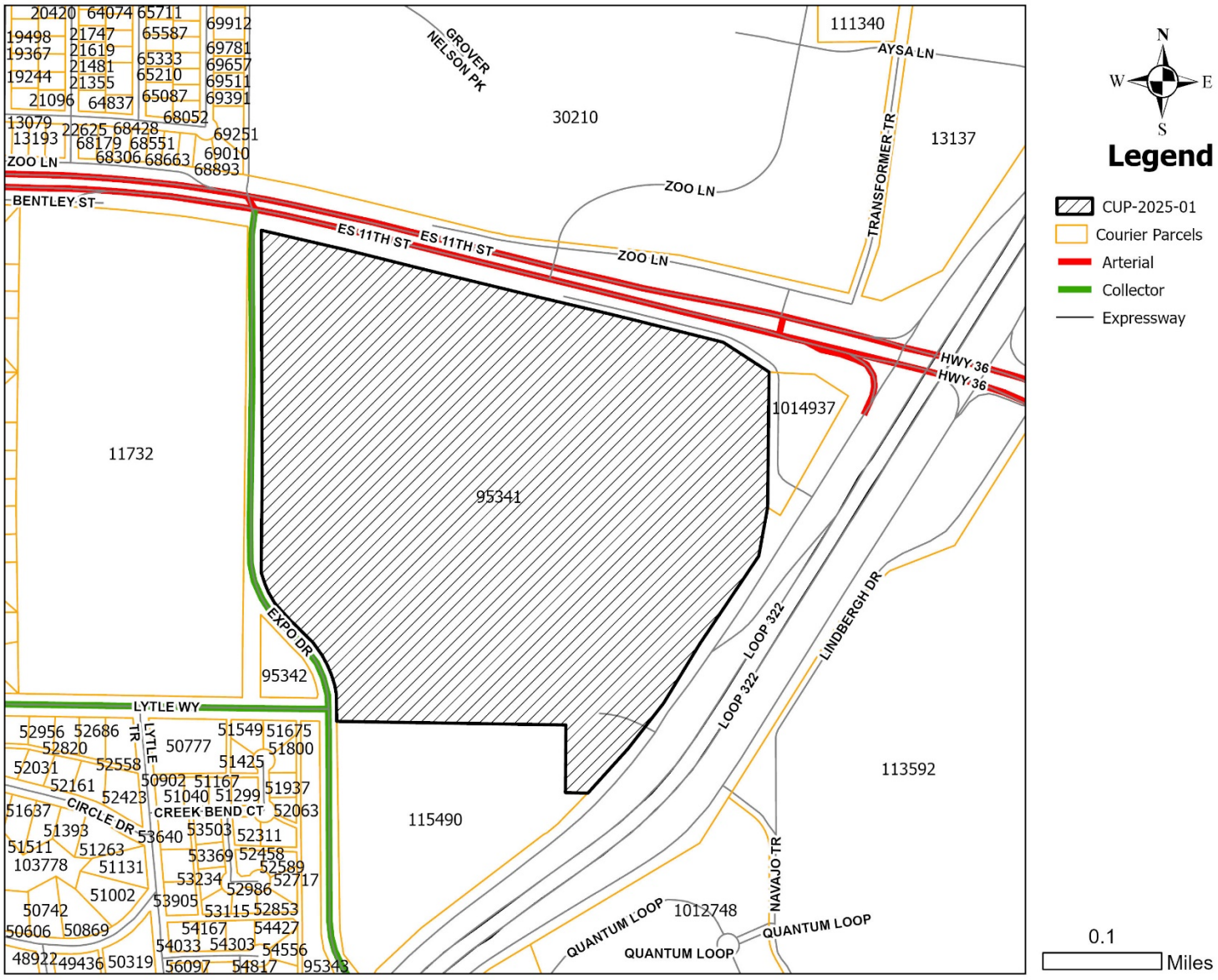
EXHIBIT A

Apply a Conditional Use Permit to approximately 91.21 acres zoned Agricultural Open (AO) to erect a 150' tall monopole, subject to:

1. FAA approval of the tower height and location; and
2. The site location attached as **Exhibit B**.
3. The site plan attached as **Exhibit C.**

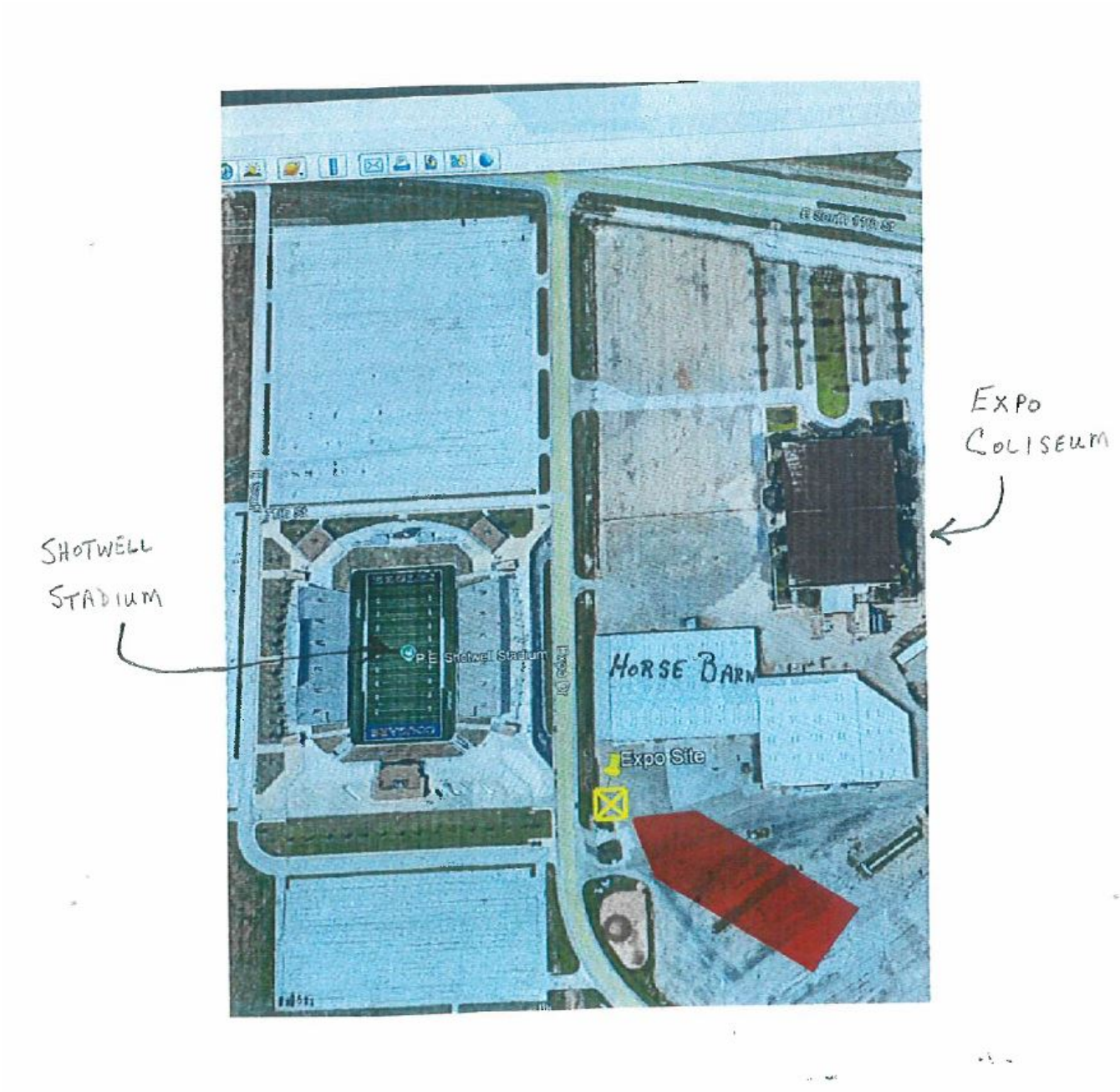
Legal description being the North Part of Lot 101, Block A, Taylor County Expo Center Subdivision, Abilene, Taylor County, Texas.

Located at 1602 Loop 322.



ORDINANCE NO. _____

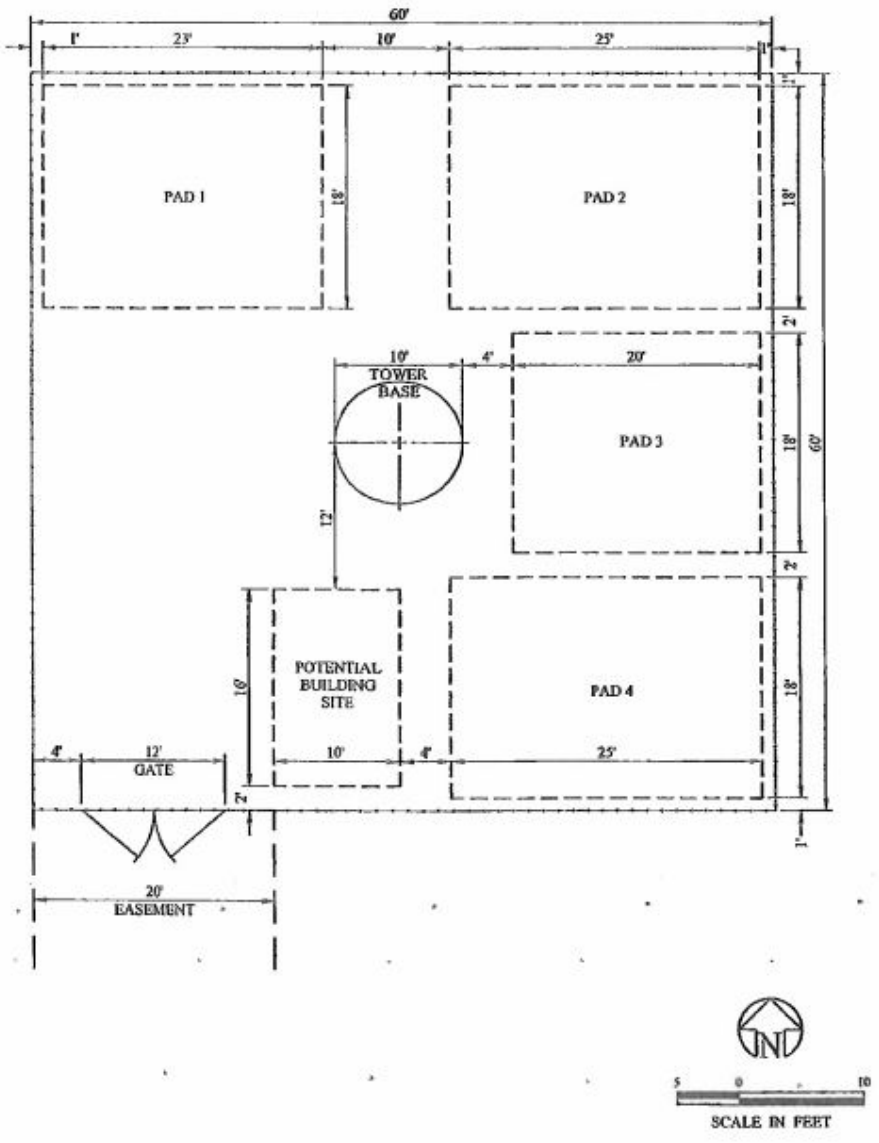
EXHIBIT B



ORDINANCE NO. _____

EXHIBIT C

(2) Site Plan



END

ZONING CASE CUP-2024-08 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Read: January 23, 2025
City Council 2nd Read: February 13, 2025

Applicant
Owner: Taylor County (Expo Center)
Agent: Laddie Galloway

Case Manager
Kera Valois – Planner

Request
The applicant is requesting a Conditional Use Permit to construct a new 150' tall monopole within Agricultural Open (AO) zoning.

Location
The subject property is located at 1602 Loop 322. Legal description being North Part of Lot 101, Block A, Taylor County Expo Center Subdivision, Abilene, Taylor County, Texas.

Background
The subject property was annexed by the City of Abilene in 1930 and has been zoned Agricultural Open (AO). The proposed tower would be located at the Taylor County Expo Center. To the west of the property is Abilene ISD's Shotwell Stadium. To the east of the property is Abilene Regional Airport.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PD	Zoo
East	PD	Abilene Regional Airport
South	PD	Abilene Regional Airport
West	AO	Shotwell Stadium

Criteria Assessment
Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan and Future Land Use, which both recommend "Institutional" and "Transitional" uses at this location.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed use is compatible with the surrounding Agricultural Open (AO) Zoning. Communication Towers need to be located in areas that generate high levels of communication/data traffic with a height to provide a large area of coverage and allow multiple communication providers to use the tower. This strategy minimizes the need for additional towers to provide service.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed/existing use is compatible with surrounding developments and will not create adverse impacts regarding traffic, noise, or visual nuisances. The purpose of the tower is to provide communication services for three to four carriers.
4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use will not generate additional pedestrian or vehicular traffic.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
   The proposed use will not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The proposed tower is surrounded by a mix of Agricultural Open, Planned Development as well as Residential zoning and is supported by the Comprehensive Plan. The proposed tower would not adversely affect the existing uses in this area. The proposed area is located on the west side of the property which will effectively screen the base of the proposed tower.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The applicant for the proposed tower does not currently have any existing towers within City Limits or within one mile of City Limits. The location of the proposed tower is ideal given its proximity to high communication generating uses and regional traffic on Loop 322.

Planning and Zoning Commission Recommendation

P&Z recommends **approval** of the Conditional Use Permit subject to:

1. FAA approval of the tower height and location; and
2. The submitted site plan.

Attachments

- Technical Drawings
- PowerPoint Presentation

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 15, 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:

PROPERTY OWNER Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IND SCHOOL DIST	11732	1350 EXPO DR	
EXPO CENTER OF TAYLOR	95342		
EXPO CENTER OF TAYLOR	95341	1801 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1725 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1602 LOOP 322	
HADLEY RYAN LEE & DANIELLE	51800	1549 CREEK BEND CT	
KIDD RONNIE C & SHEILA S	51675	1557 CREEK BEND CT	
TAYLOR COUNTY	95343		
TAYLOR COUNTY	115490		
TAYLOR COUNTY	1014937		

PROPERTY ID Legend: O – Opposed, F - Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
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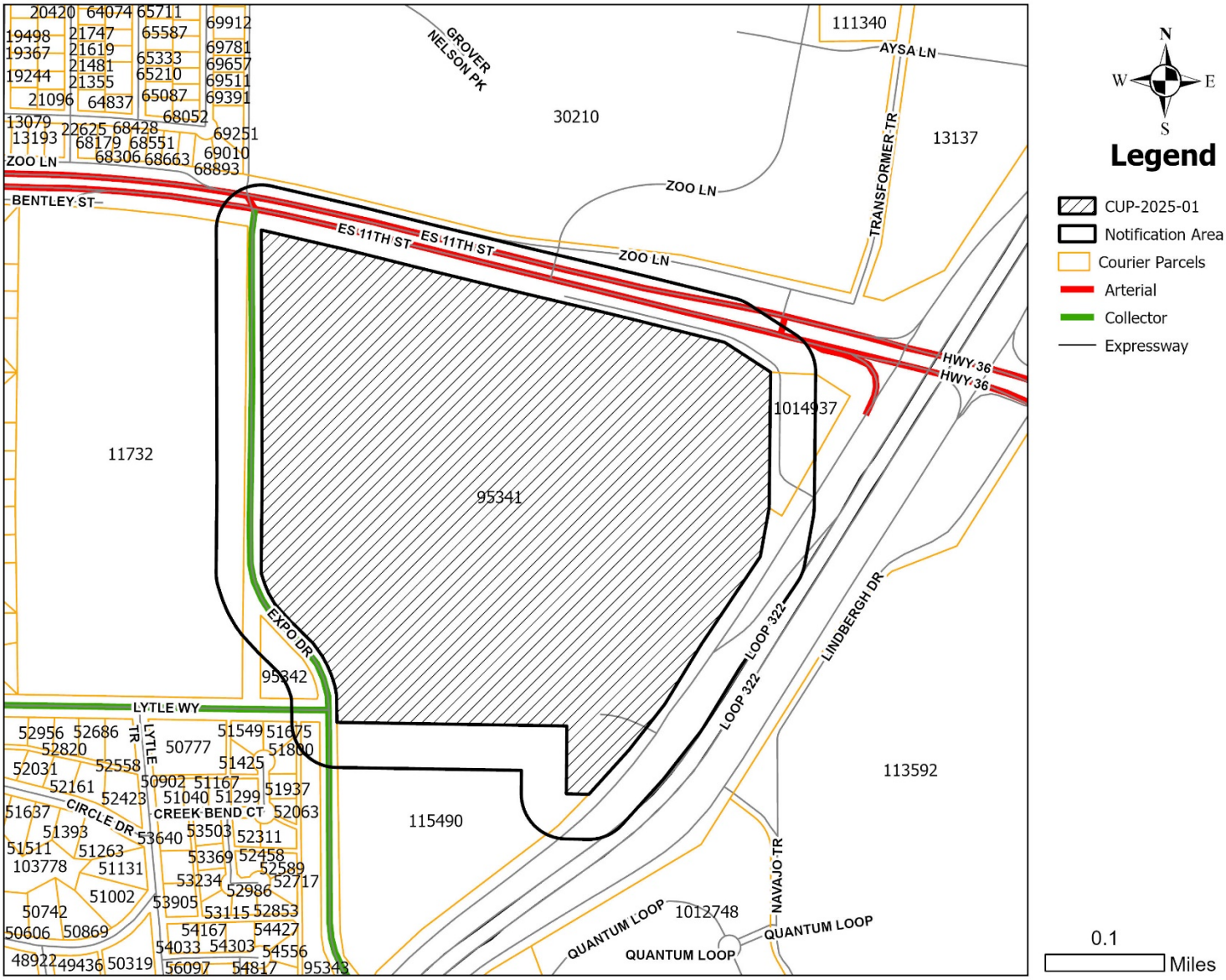
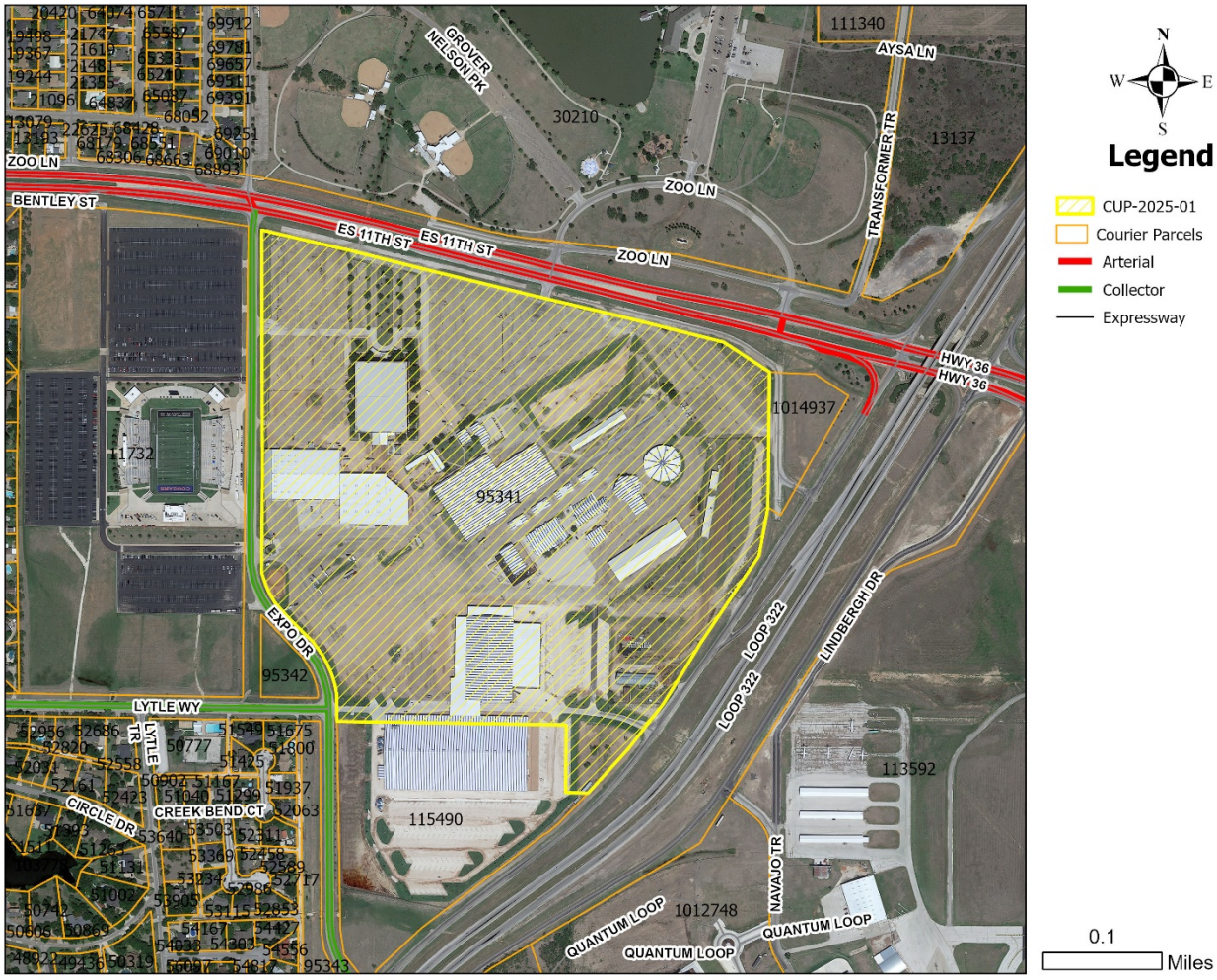
HADLEY RYAN LEE & DANIELLE	51800	1549 CREEK BEND CT	
EXPO CENTER OF TAYLOR	95341	1801 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1725 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1602 LOOP 322	
EXPO CENTER OF TAYLOR	95342		
TAYLOR COUNTY	95343		
TAYLOR COUNTY	115490		
TAYLOR COUNTY	1014937		

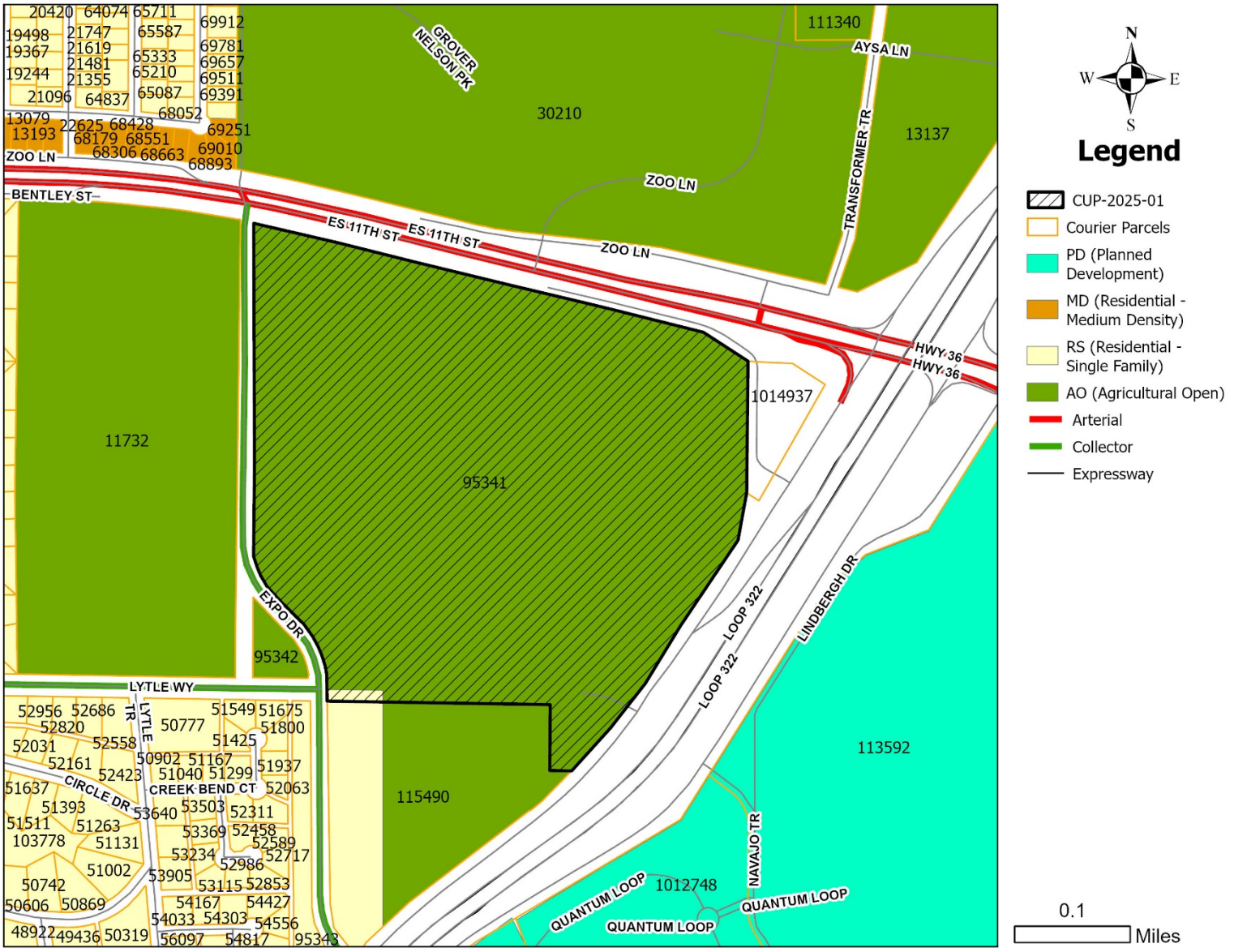
NOTIFICATION MAP



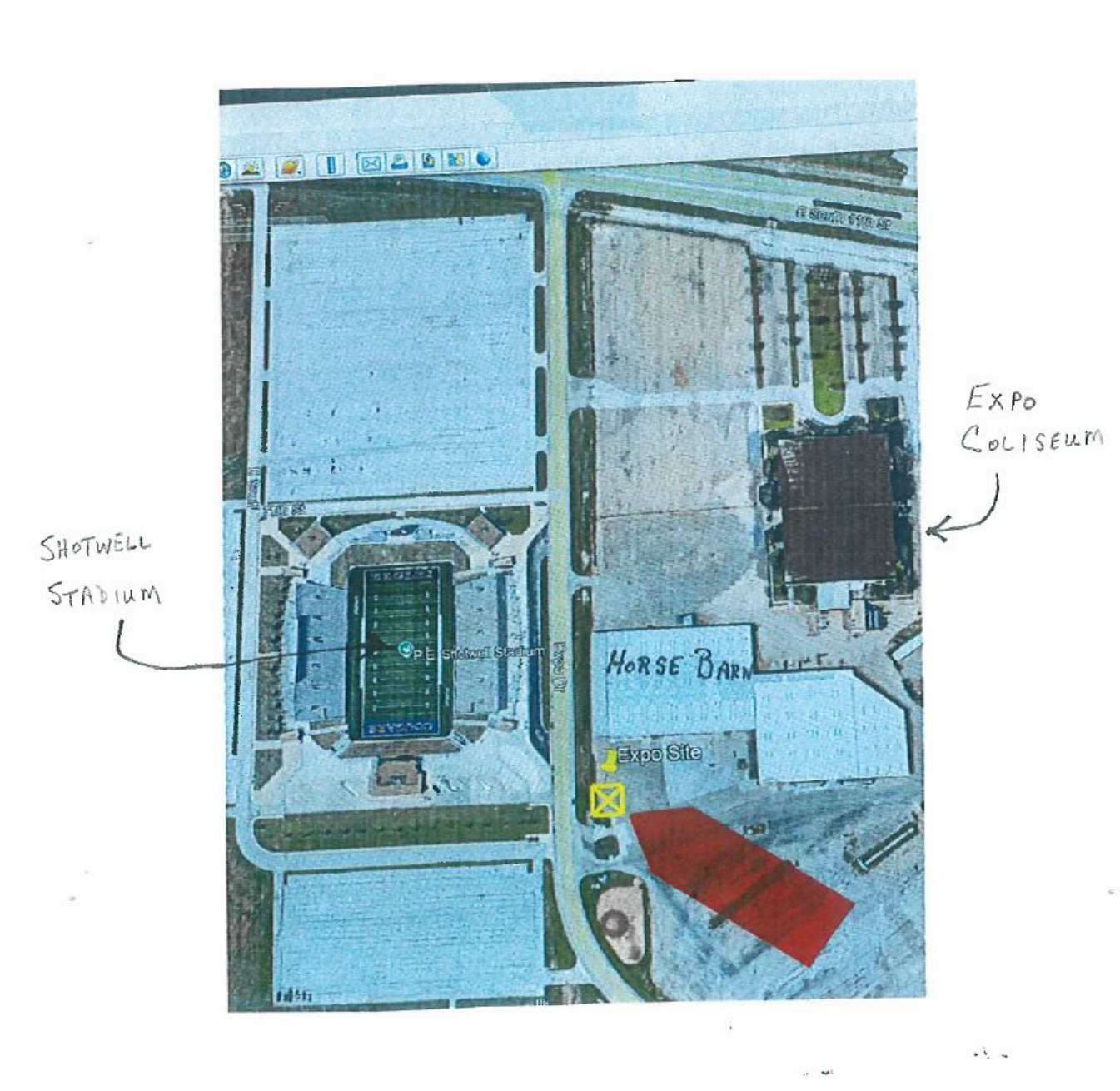
LOCATION MAP



ZONING MAP

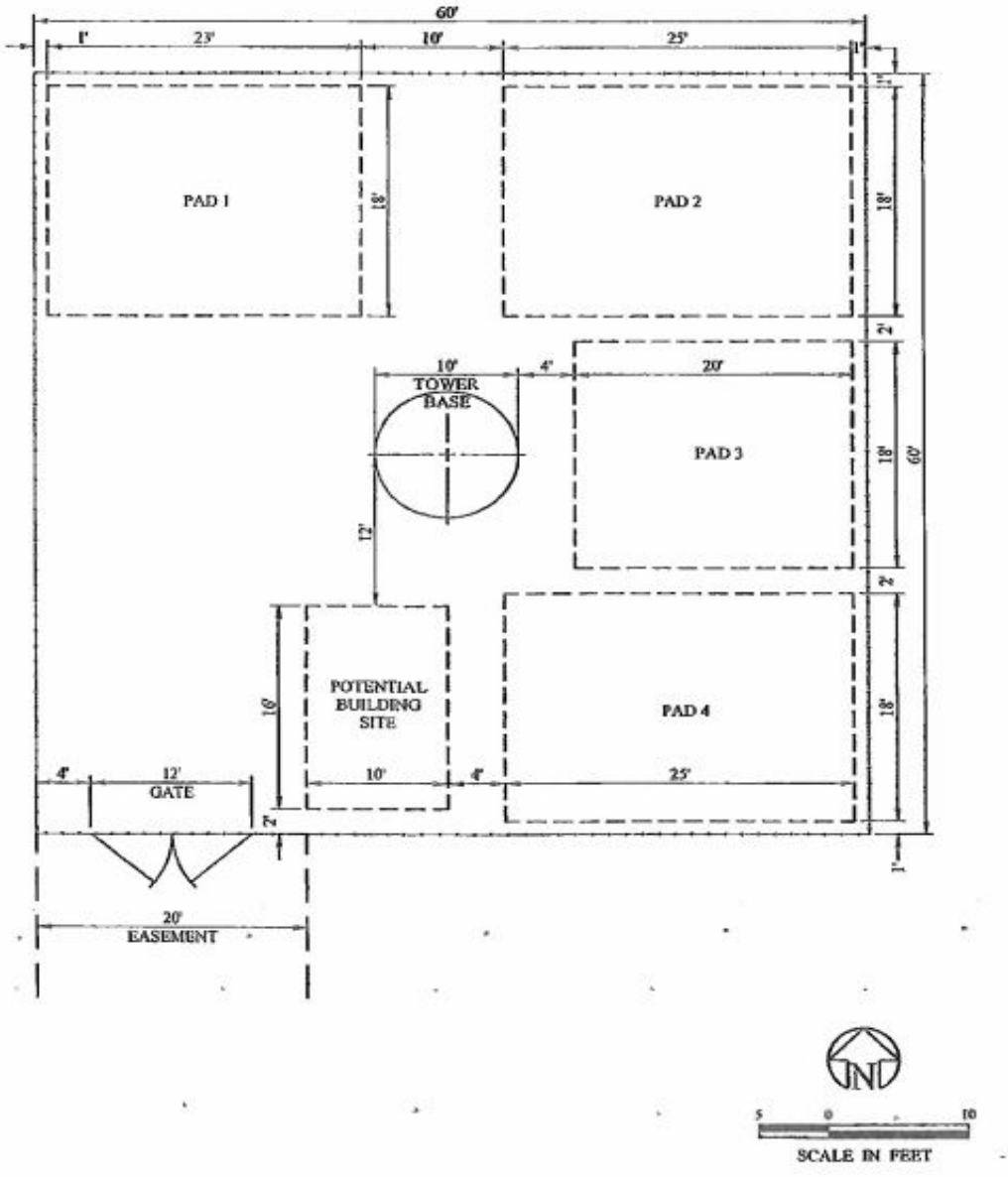

20420 64074 65711
19498 21747 65587 69912
19367 21619 65333 69781
21481 69657
19244 21355 65210 69511
21096 64837 65087 69391
68052
13079 22625 68428 69251
13193 68179 68551 69010
68306 68663 68893
ZOO LN
BENTLEY ST
GROVER NELSON PK
30210
111340
AYSA LN
13137
TRANSFORMER TR
ZOO LN
ES 11TH ST
ES 11TH ST
ZOO LN
HWY 36
HWY 36
1014937
11732
95341
EXPO DR
95342
LYTLE WY
LYTLE TR
52956 52686 52820
50777
51549 51675 51800
52031 52558
51425
50902 51167
52161 52423 51040 51299 51937
CIRCLE DR
CREEK BEND CT
52063
51637
51393 53640 53503 52311
51511 51263 53369 52458
103778 51131 52589
53234 52717
52986
51002 53905
50742 53115 52853
50606 50869 54167 54427
54033 54303 54556
48922 49436 50319 56097 54817 95343
115490
LOOP 322
LOOP 322
LINDBERGH DR
113592
NAVAJO TR
QUANTUM LOOP
1012748
QUANTUM LOOP
QUANTUM LOOP
N
W
E
S
Legend
CUP-2025-01
Courier Parcels
PD (Planned Development)
MD (Residential - Medium Density)
RS (Residential - Single Family)
AO (Agricultural Open)
Arterial
Collector
Expressway
0.1
Miles

Proposed Site Location



Proposed Site Plan

(2) Site Plan



2024 Development Application

Zoning Application Page 1 of 3

Planning

- [x] 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: EXPO CENTER

Address: EXPO DRIVE Number of Lots: Acreage: 0.1184

Legal Description: 60'x60' TRACT OUT OF LOT 101, BLOCK A, TAYLOR CO. EXPO CENTER SUBDIVISION; CAB. 3 SLIDE 26

Subdivision Name: TAYLOR CO. EXPO CENTER Block: A Lot: 101

Current Zoning: AO Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: TAYLOR COUNTY

Address: 400 OAK STREET, SUITE 300

City, State, Zip: ABILENE, TX 79602 Fax: (325) 674-1365

Phone: (325) 674-1235 Email: phil.crowley@taylorcounty.texas.gov

Agent Name: LADDIE C. GALLOWAY

Address: PO Box 6060

City, State, Zip: ABILENE, TX 79608 Fax:

Phone: (325) 669-8110 Email: lgalloway@txoexploration.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: Phil Crowley Date: 11/20/24

PHIL CROWLEY, TAYLOR COUNTY JUDGE

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	☐ MF	Multi-Family
☐ NO	Neighborhood Office		
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

150' MONOPOLE FOR COMMUNICATION TOWER

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

Owner Authorization and Representative Designation

Property Description

Subdivision: TAYLOR COUNTY EXPO CENTER
Total Number of Acres: 0.1184
Zoning Classification(s):
Total Number of Lots: 1
Location:

Property Owner Information & Authorization

Name/Company: TAYLOR COUNTY
Address: 400 OAK STREET, SUITE 300
City: ABILENE State: TX Zip Code: 79602
Phone: (325) 674-1235 Email: phil.crowley@taylorcounty.texas.gov

Project Representation (check one):

☐ I will represent the application myself; OR

☑ I hereby designate LADDIE C. GALLOWAY (*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: Phil Crowley Date: 11/20/24

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Phil Crowley, Taylor County Judge (*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 20th day of November, 2024

TAMRA E. LEWIS
Notary Public, State of Texas
NOTARY ID # 13128886-3
My Commission Exp 09-21-25

Tamra Lewis
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☑ Tenant ☐ Preparer ☐ Other(*specify*):

Name: LADDIE C. GALLOWAY Company: TITAN TOWERS, L.P.
Address: PO BOX 60060 City: ABILENE State: TX
Zip Code: 79608 Number: Email: lgalloway@txoexploration.com

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? O 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.

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

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)*: LADDIE C. GALLOWAY

Property Owner ☐ Project Representative ☑

Signature of Certifying Person: Laddie C Galloway

*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

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Todd C Baldwin

DATE: 11-20-2024

THE STATE OF TEXAS)

)

COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) * concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of 20th of November, 2024

X Phil Crowley

SIGNATURE : PHIL CROWLEY

TAYLOR COUNTY JUDGE

*(cross out the inapplicable phrase)

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2024-ASW-16225-OE
Prior Study No.
2024-ASW-13045-OE

Issued Date: 12/05/2024

Warren Harkins
Titan Towers, LP
PO Box 6972
Abilene, TX 79608

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole Expo Center 611
Location:	Abilene, TX
Latitude:	32-25-58.10N NAD 83
Longitude:	99-41-48.48W
Heights:	1740 feet site elevation (SE) 154 feet above ground level (AGL) 1894 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination expires on 06/05/2026 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-ASW-16225-OE.

Signature Control No: 639199043-641071921 (DNE)
Natalie Schmalbeck
Technician

Attachment(s)
Additional Information
Frequency Data
Map(s)

cc: FCC

BASIS FOR DECISION

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

Frequency Data for ASN 2024-ASW-16225-OE

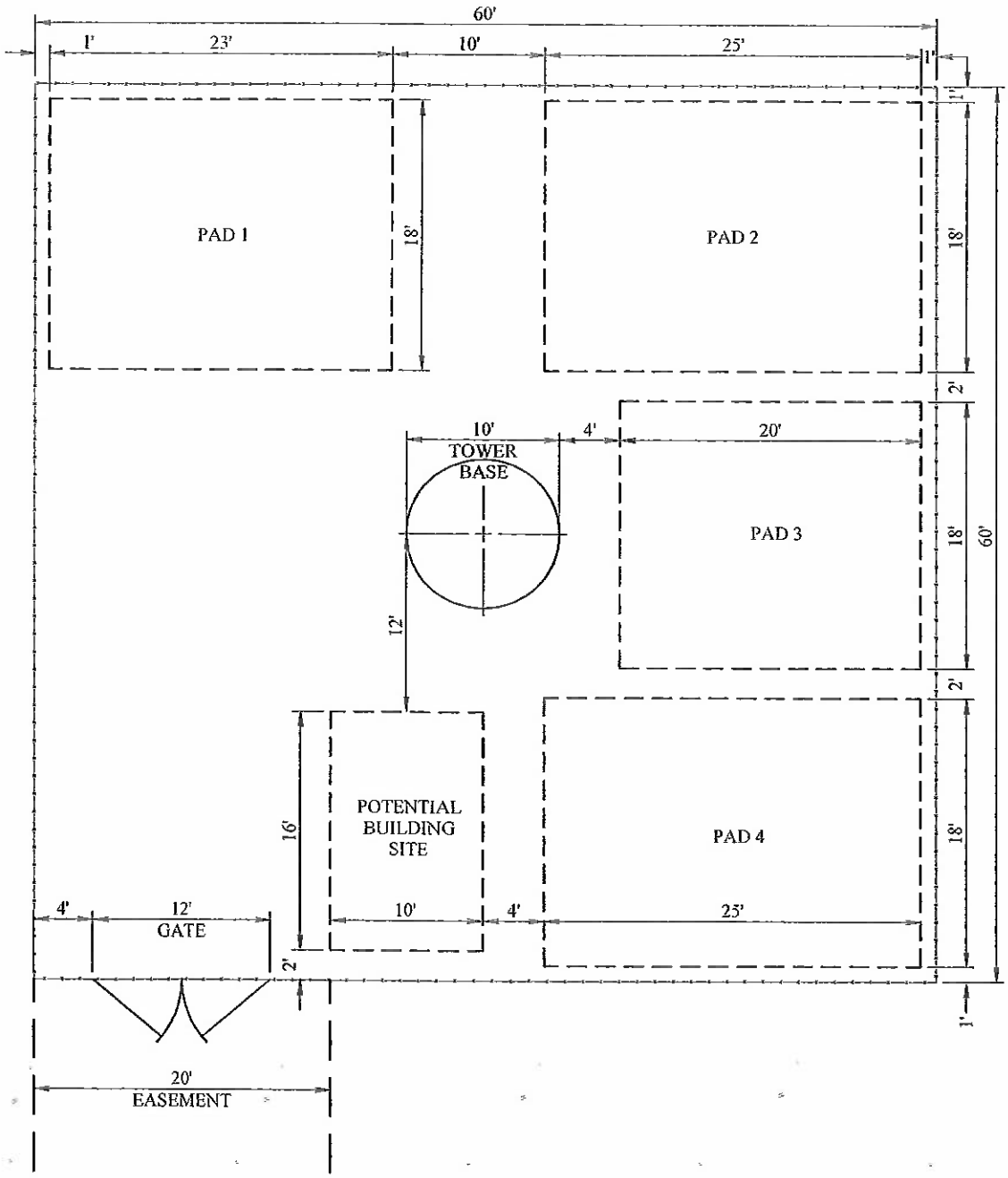
LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

Abilene Zoo
Grover Nelson Park
Zoo Lake Number 1
Nelson Splash
Shotwell Stadium
Expo Center of Taylor County
Lytle Lake
500 ft

(1) Inventory of Existing Towers in Abilene

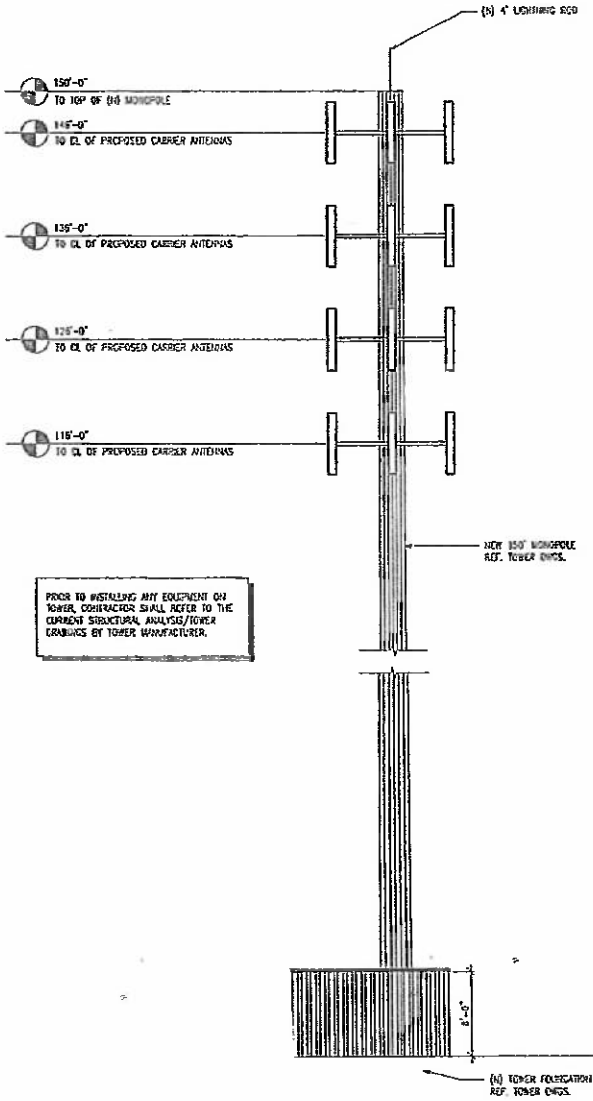
Titan Towers does not have any towers within the City of Abilene, or within 1 mile of the City Limits.

(2) Site Plan


60'
1'
23'
10'
25'
1'
1'
PAD 1
18'
PAD 2
18'
2'
10'
TOWER
BASE
4'
20'
PAD 3
18'
60'
12'
2'
POTENTIAL
BUILDING
SITE
16'
PAD 4
18'
4'
12'
GATE
10'
4'
25'
2'
1'
20'
EASEMENT
N
5
0
10
SCALE IN FEET

(3) Tower Drawing

- 150' monopole
- 3 - 4 mobile phone customer capacity (depending on antenna loading)



1 TOWER ELEVATION
SCALE: NTS

(4) Letter of Intent to Lease

Titan Towers is a tower company (not a mobile phone carrier) whose business practice is to lease space on its towers to a variety of customers... including mobile phone carriers such as AT&T, Verizon, T-Mobile and Direct TV, as well as wireless internet and various other types of communication & data transmission equipment.

Therefore, Titan Towers is motivated and has planned for the capacity to lease space on the tower to multiple companies.

(5) Justification Statement

See Attached Statement

WTL00907 Signal Level Plots

This site is needed to offload traffic on neighbor site WTL1417 and improve service. The NSB will improve service along Jake Roberts FWY and the Abilene Regional Airport.

Bobby Wells
11/21/2024

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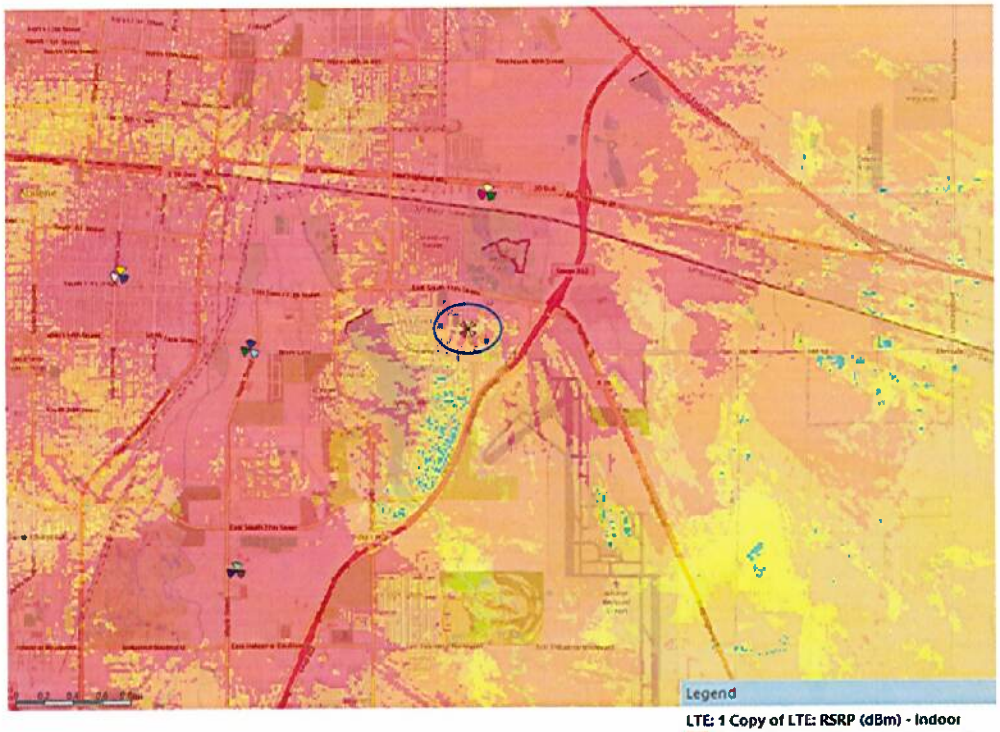
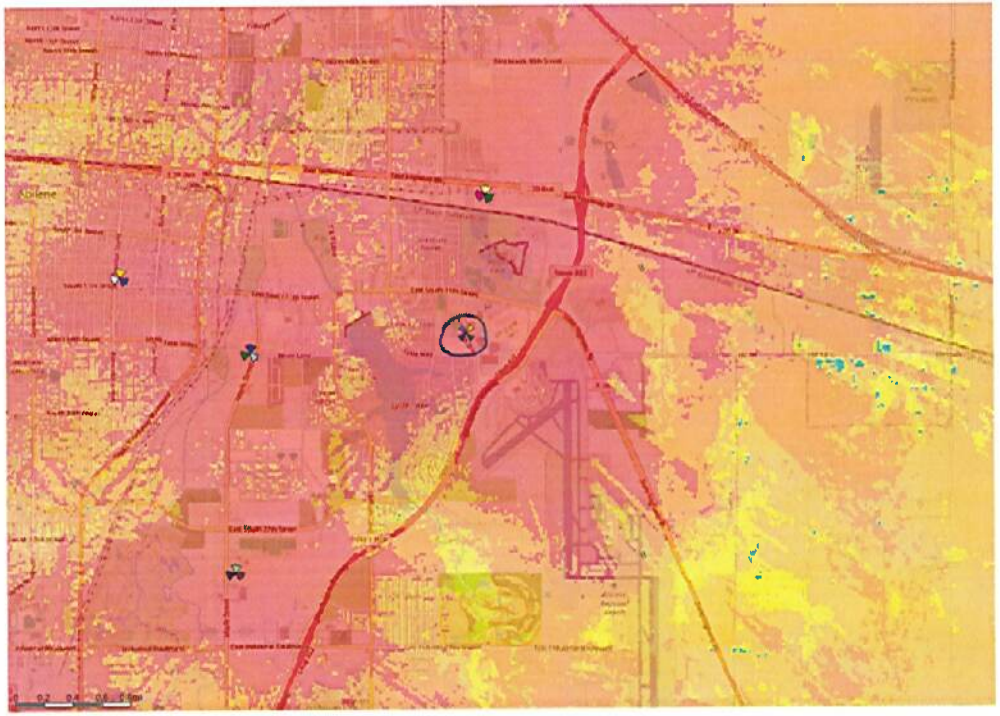
RSRP 700Mhz





Proposed NSB

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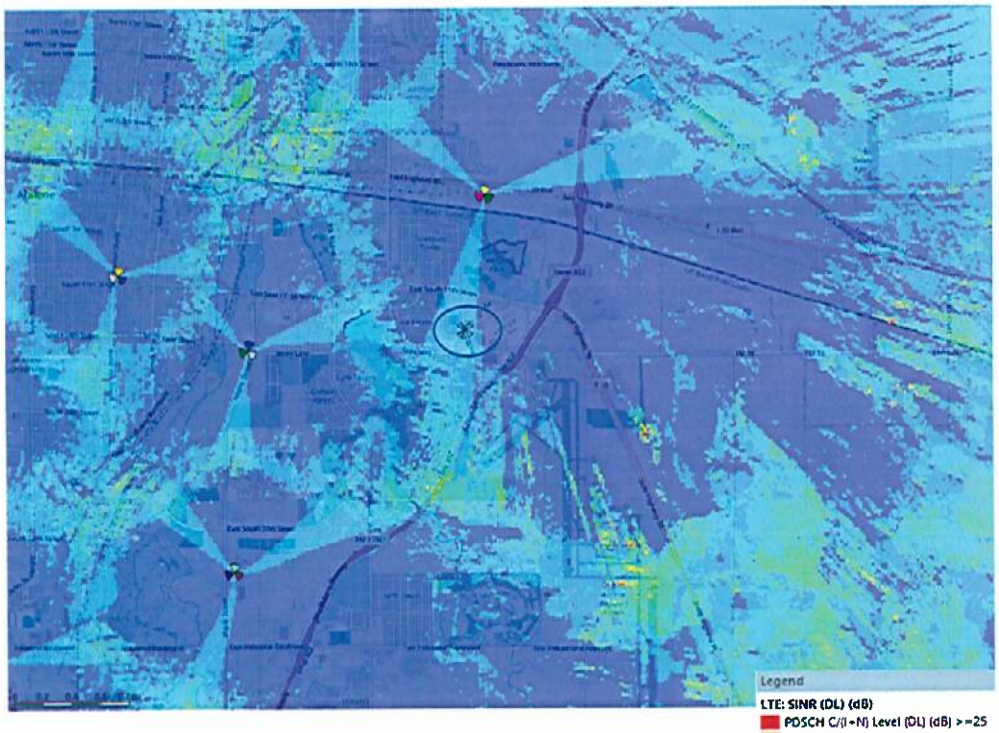
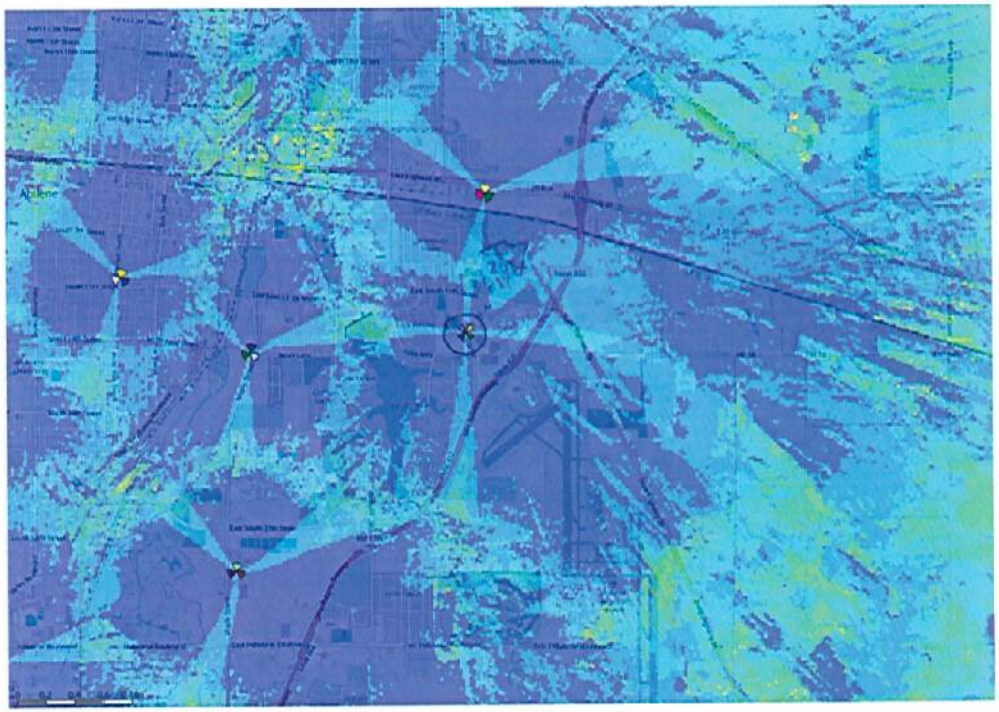
Number of Servers (Dominance) 700Mhz





Proposed NSB

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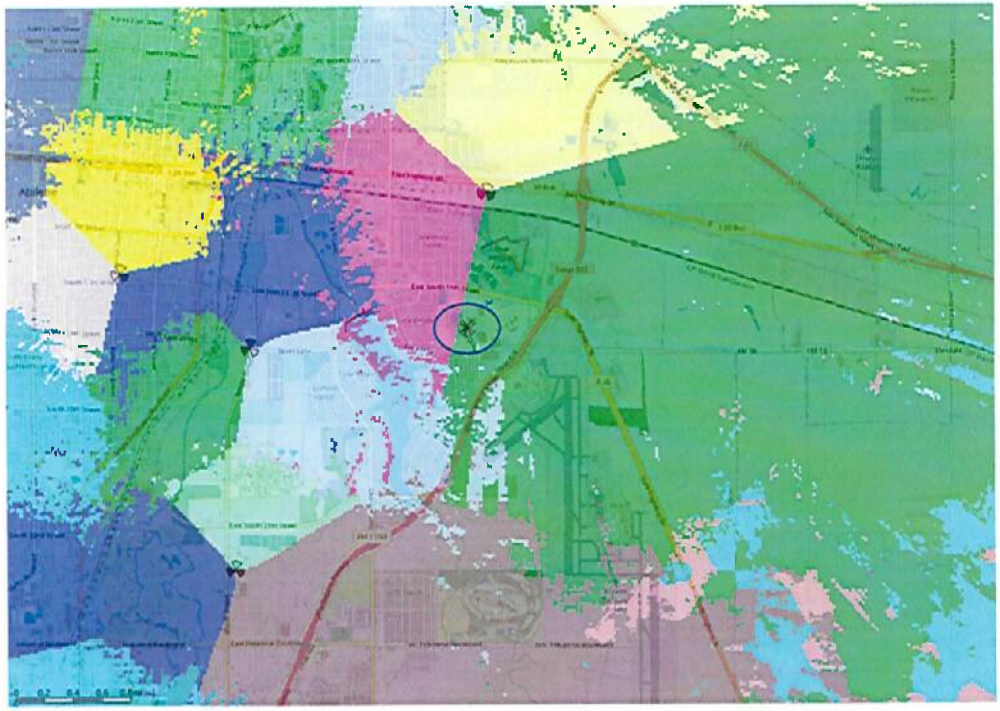
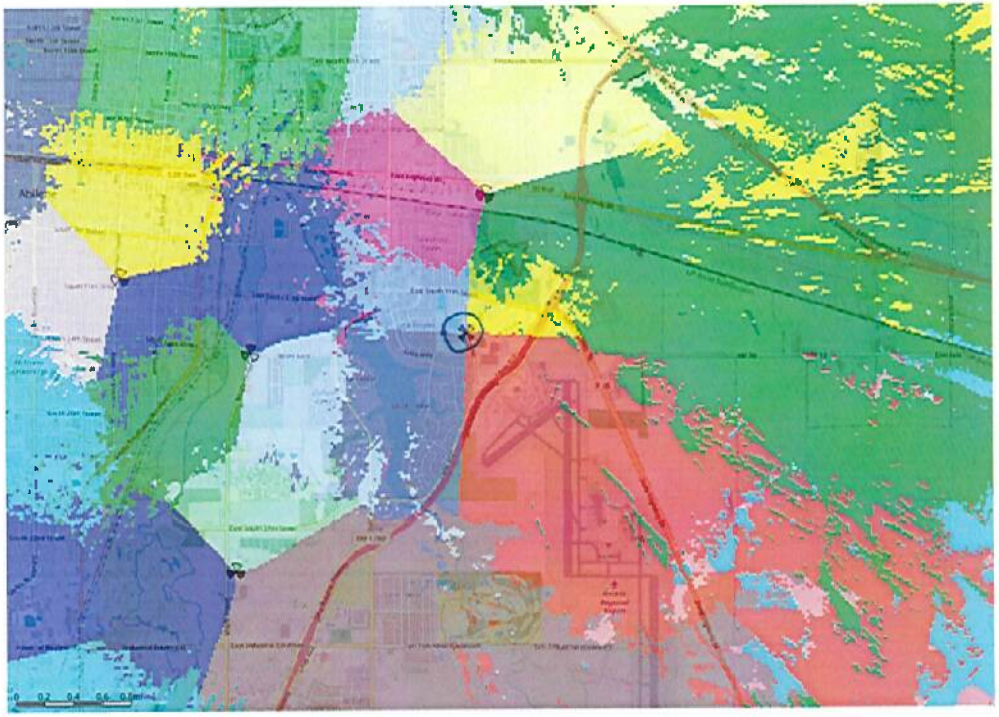
Coverage by Transmitter





Proposed NSB

Coverage Needed

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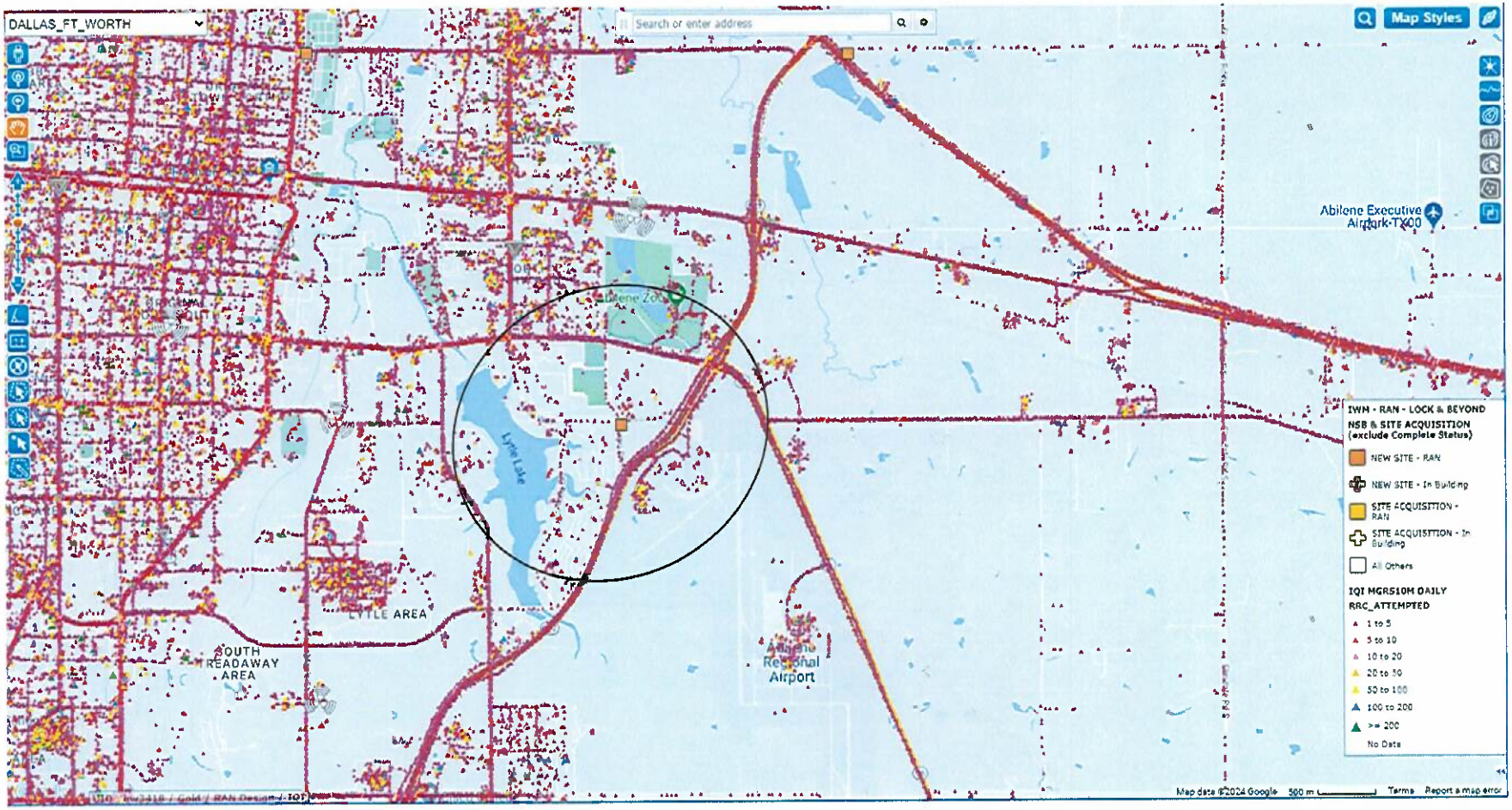
IQI RRC Attempts near proposed site



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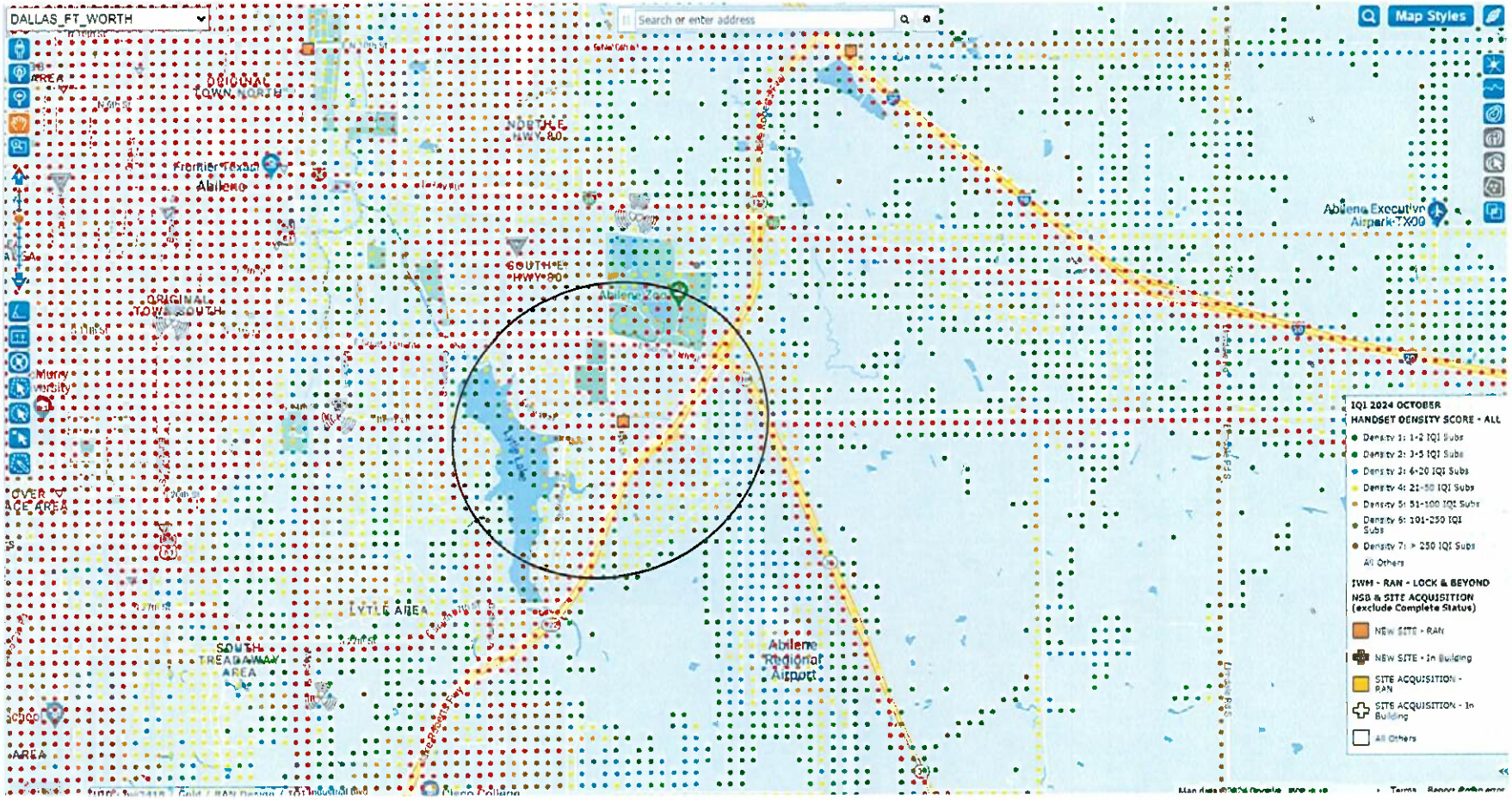
Handset Density near proposed site



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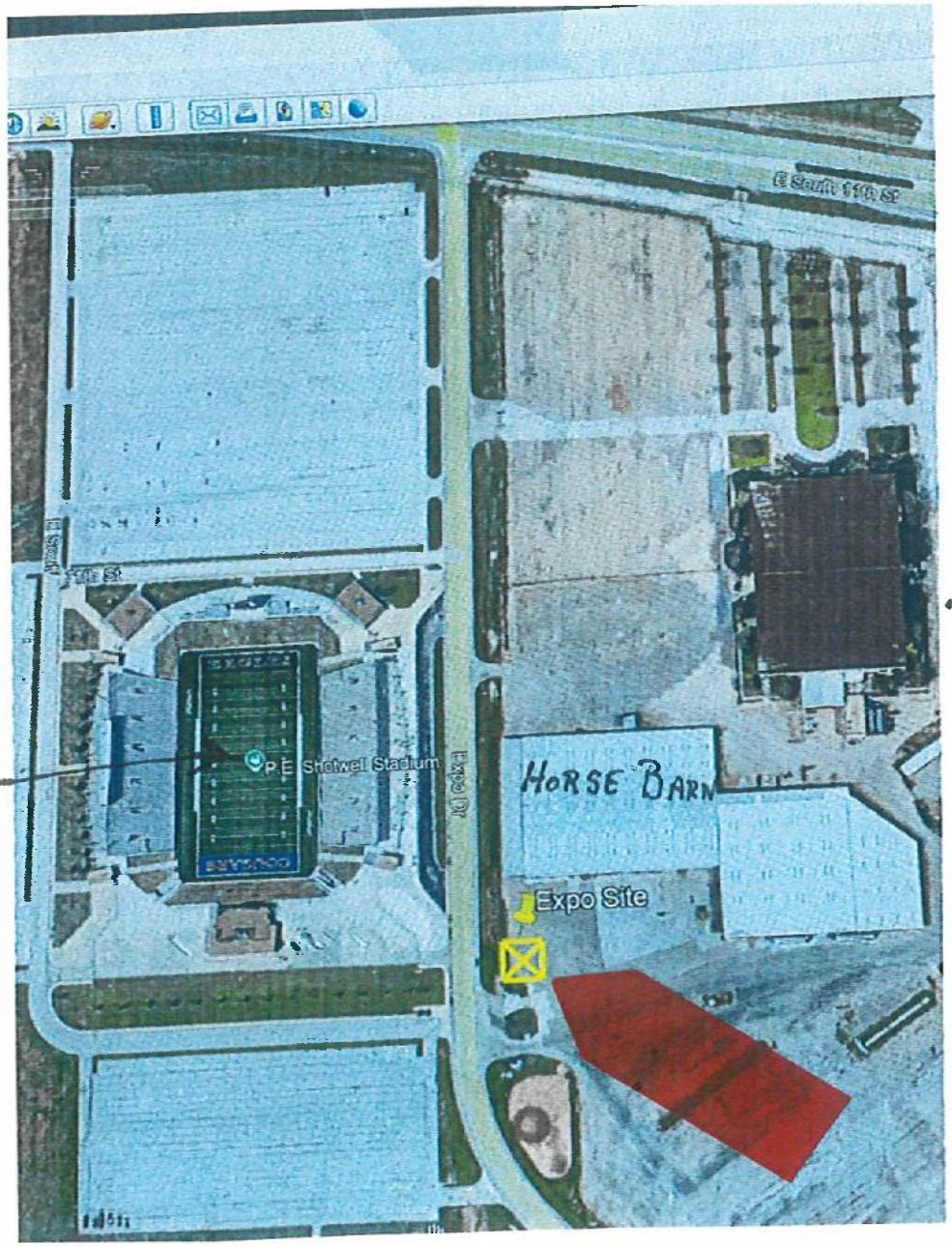
Aerial



EXPO COLISEUM

SHOTWELL STADIUM

CONDITIONAL USE PERMIT

Case:	CUP-2025-01
Agent:	Laddie Galloway
Requests:	A Conditional Use Permit to allow a 150’ tall monopole in Agricultural Open (AO) zoning.
Location:	1602 Loop 322
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	January 7, 2025
Council Hearing:	January 23, 2025
	February 13, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

N
W E
S

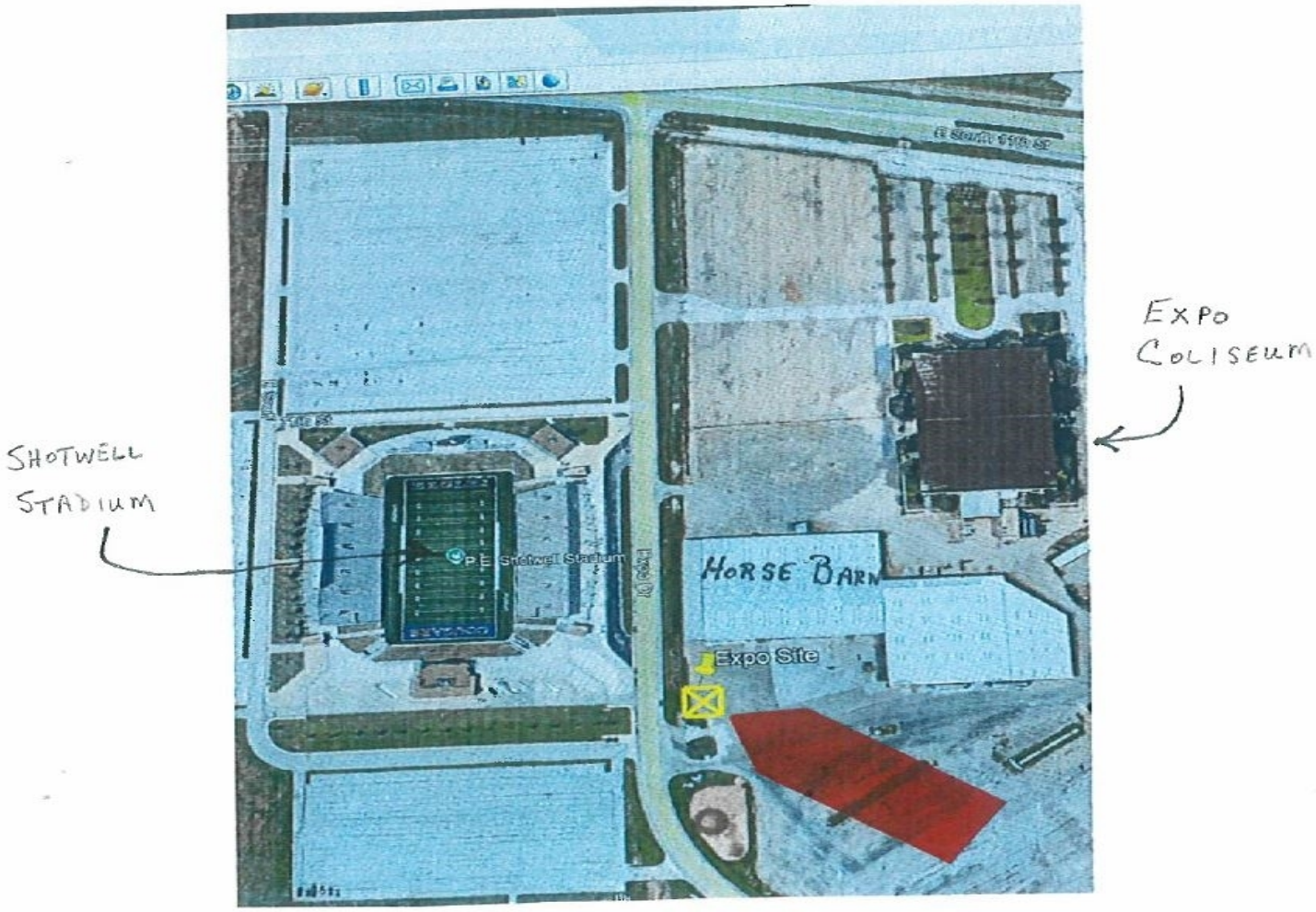
Legend

- CUP-2025-01
- Courier Parcels
- Arterial
- Collector
- Expressway

0.1 Miles

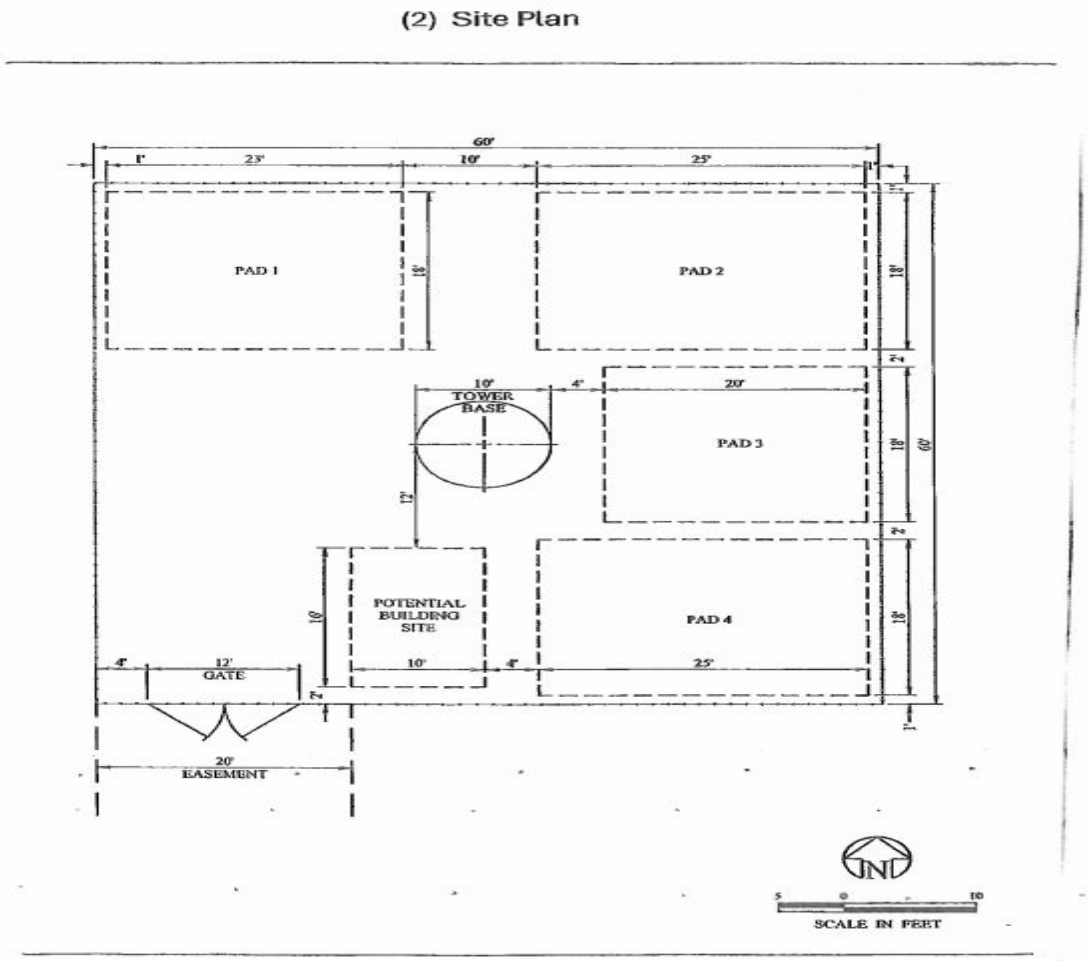
CITY OF ABILENE TEXAS

PROPOSED SITE LOCATION



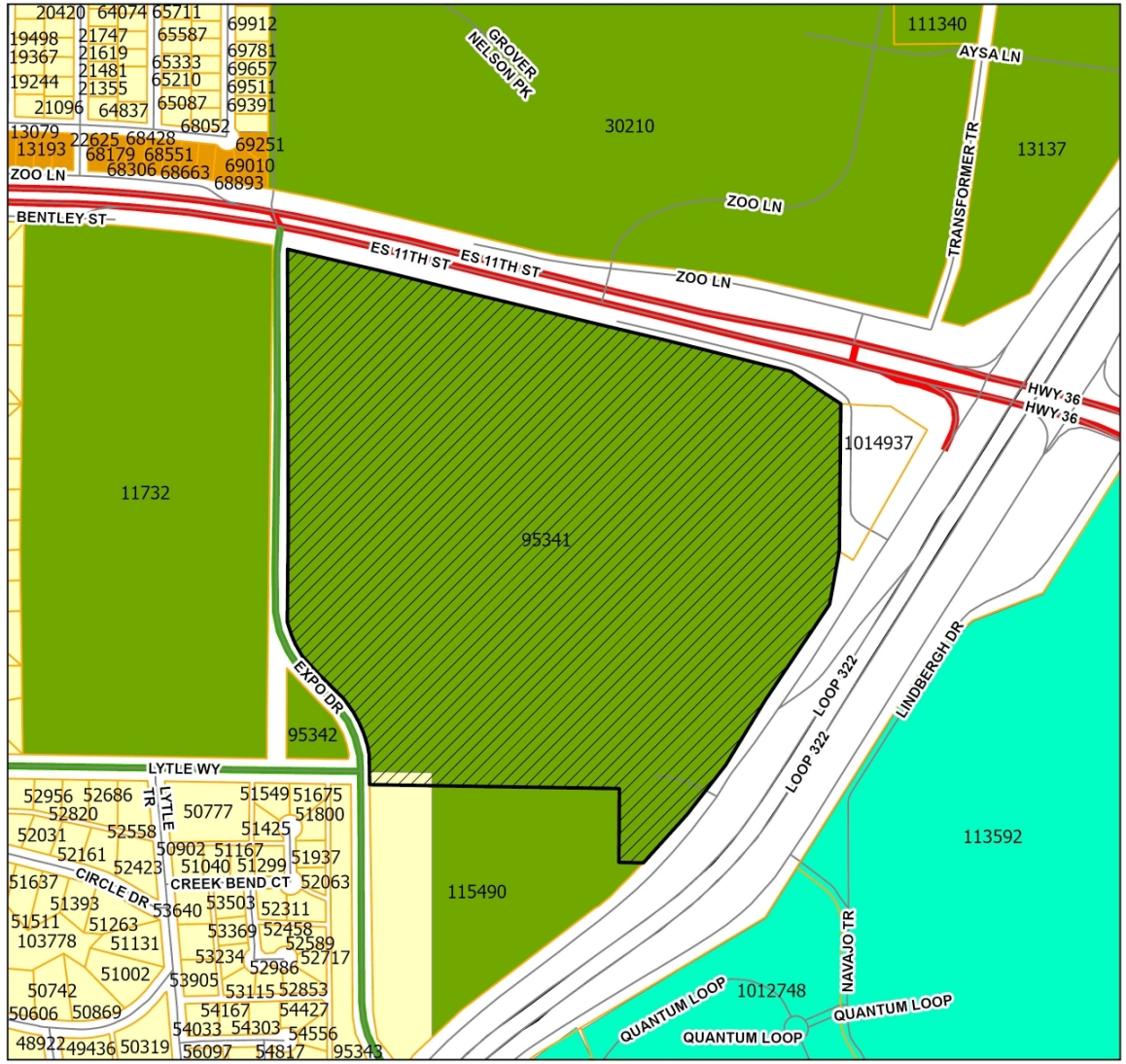
CITY OF ABILENE TEXAS

SITE PLAN



CITY OF ABILENE TEXAS

ZONING MAP



Legend

- CUP-2025-01
- Courier Parcels
- PD (Planned Development)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector
- Expressway

0.1 Miles

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:

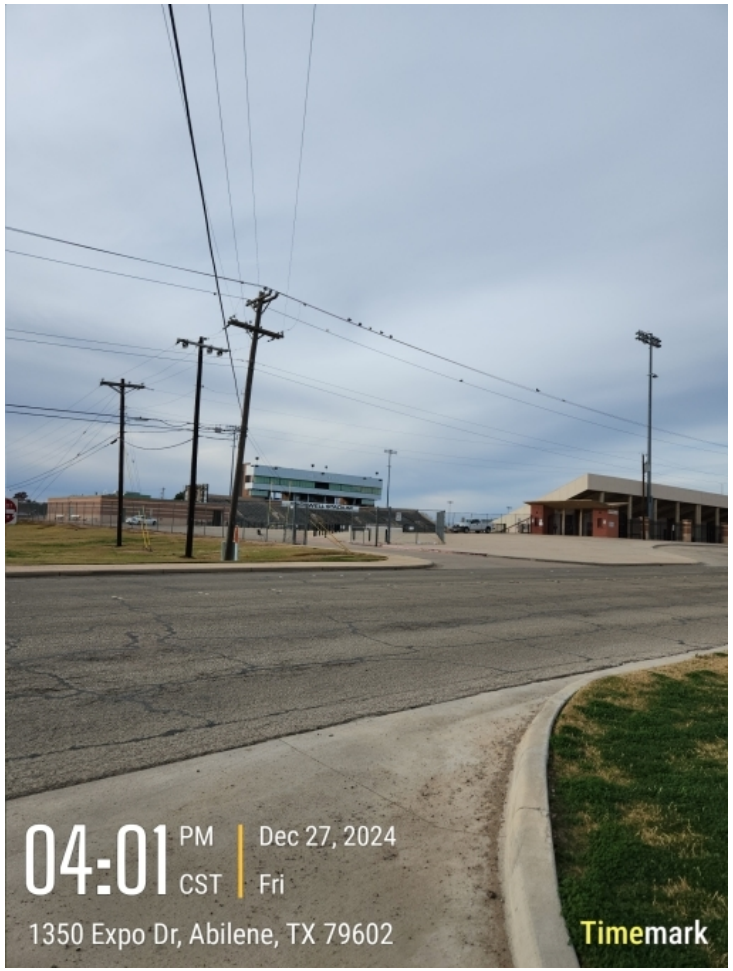
P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

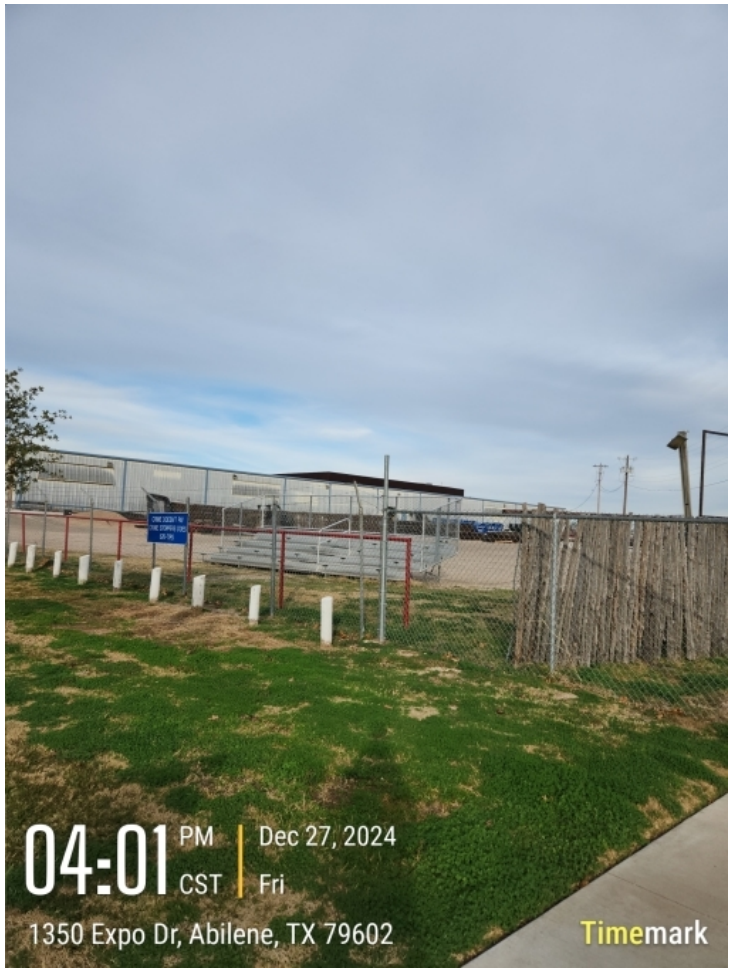
CITY OF ABILENE TEXAS

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**

PROPERTY VIEWS



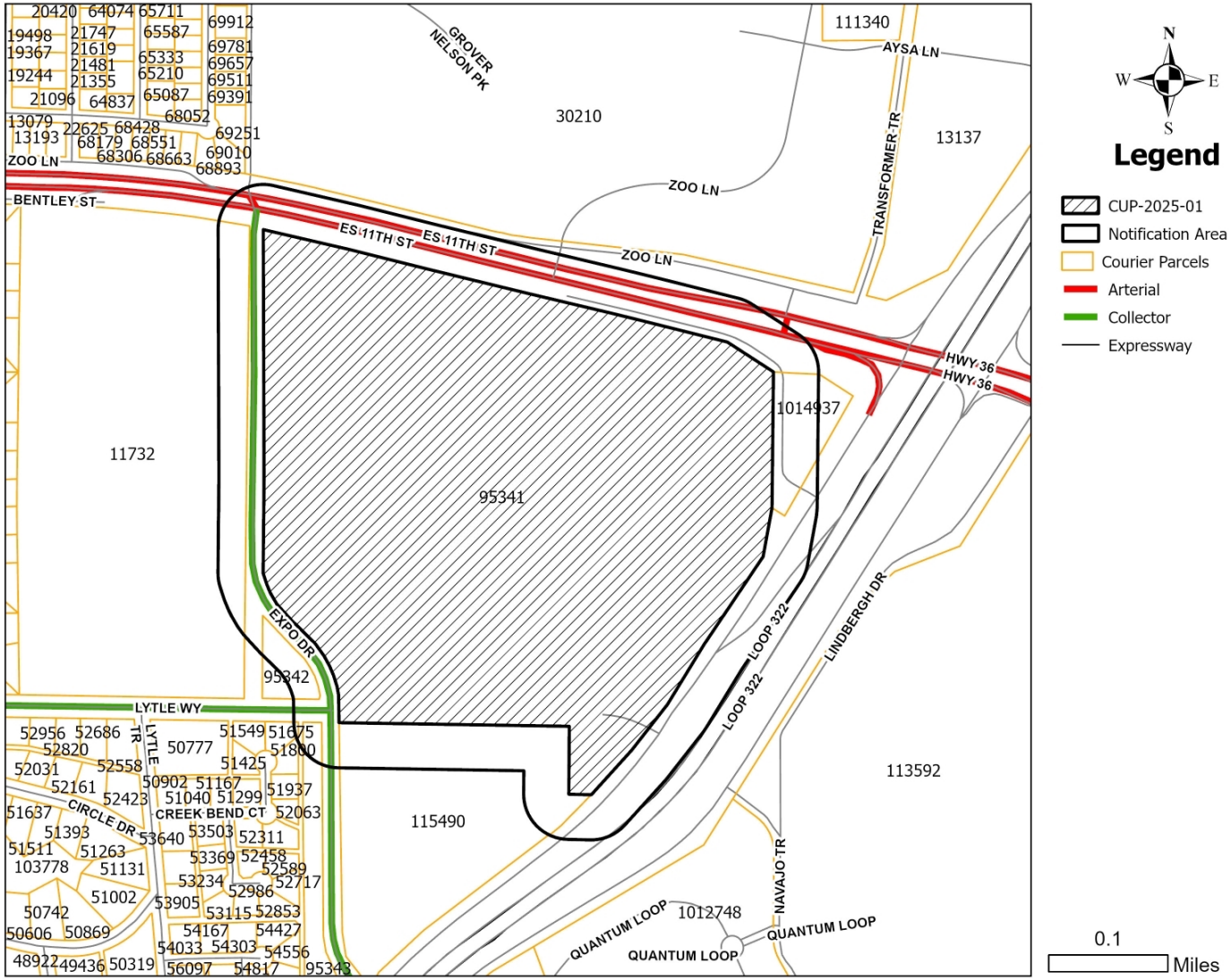


CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Legend

- CUP-2025-01
- Notification Area
- Courier Parcels
- Arterial
- Collector
- Expressway

0.1 Miles

0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

- The *Comprehensive Plan;*
- The surrounding uses and zoning; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: Approval subject to:

1. FAA approval of the tower height and location; and
2. The proposed site plan.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **18. Ordinance (Final Reading) CUP-2025-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.57 Acres to Allow a Drive-Thru Lane, Located At 3210 Antilley Road *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to approximately 0.57 acres zoned Planned Development District (PD-4) to allow for a Drive-thru Lane.

SPECIAL CONSIDERATIONS

The Planned Development was created in 1978 with the intention of this lot to be used for golf course related uses. However, in 2001 it was amended to allow office uses for the subject lot. In 2006 construction was completed for the subject medial office. The current owner purchased and opened his optometry office in May 2024. When the office was later remodeled to suit the new office, the subject drive-thru window was not a part of the changes approved with the building permit. Additional site improvements were made that were not approved and were in violation of multiple LDC requirements. Staff informed the owner that a drive-thru window required the approval of a Conditional Use Permit and that a site plan must be submitted to show the new site improvements and to bring the site into conformance with the LDC. Those issues have been rectified by the owner.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** of the Conditional Use Permit, subject to the submitted concept

plan and Plan of Operation.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance CUP-2025-02
2. Staff Report CUP-2025-02
3. Application
4. Concept Plan
5. Plan of Operations
6. 5 Tamarisk Cr
7. 1 Tamarisk Cr
8. Presentation CUP-2025-02

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 23rd day of January, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 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 13th day of February, 2025, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of February, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

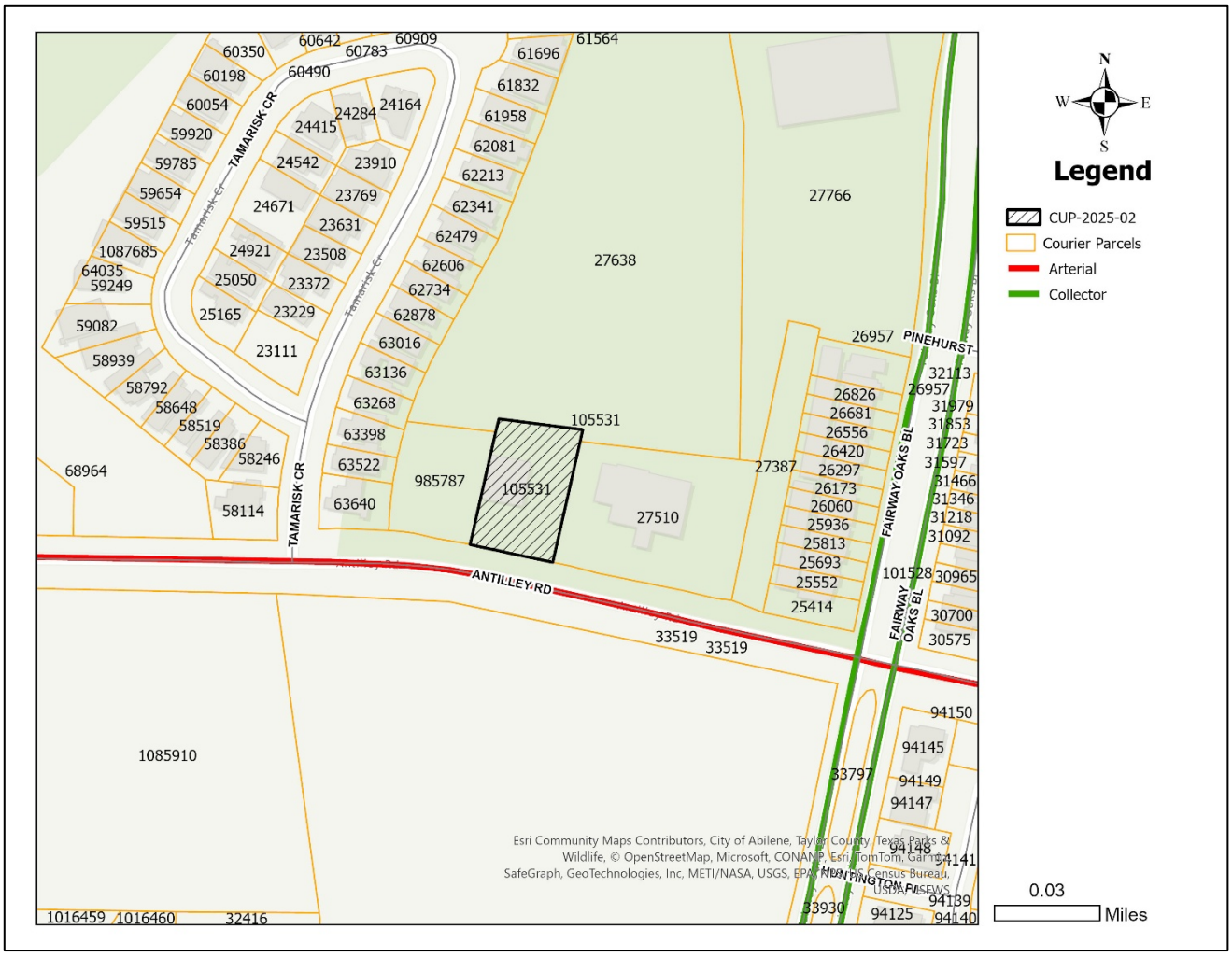
ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 0.57 acres zoned Planned Development District (PD-4) to allow for a drive-thru lane, subject to the site plan attached as **Exhibit B**.

Legal description being Lot 218, Block M, Replat of the Fairways Addition, Abilene, Taylor County, Texas.

Located at 3210 Antilley Road



ORDINANCE NO. _____

EXHIBIT B

PROPOSED USE: OPTOMETRIST

NUMBER OF EMPLOYEES: 7

EXISTING BUILDING: 3,918 SQ. FEET

PROPOSED COVERED PARKING: 198 SQ. FEET

IMPERVIOUS SURFACE CALCULATIONS: (21,194 SQ. FEET)

INTERNAL LANDSCAPE ARE CALCULATIONS: (3,140 SQ. FEET)

PARKING PROVIDED
24 REGULAR SPACES
1 HANDICAP SPACE

SOLID WASTE CONTAINER PAD AND ENCLOSURE SHALL BE CONSTRUCTED IN COMPLIANCE WITH APPLICABLE CITY OF ABILENE STANDARDS, APPEARANCE CODE SECTION 23-320.

ALL NEW SIDEWALKS SHALL BE PERMITTED BY CITY PUBLIC WORKS DEPARTMENT AND BUILT TO CONFORM WITH APPLICABLE CITY STANDARDS.

ALL NEW DESIGNATED FIRE LANES SHALL BE MARKED TO CONFORM WITH APPLICABLE CITY STANDARDS.

A STORMWATER POLLUTION PREVENTION PLAN WILL BE UTILIZED DURING THE DEVELOPMENT OF THIS SITE, EROSION CONTROL DEVICES SHALL BE MAINTAINED AT ALL TIMES.

DURING CONSTRUCTION SILK FENCES, RIPRAP SHALL BE CONSTRUCTED ON SITE TO MAINTAIN SEDIMENT/EROSION CONTROL OF STORM WATERS.

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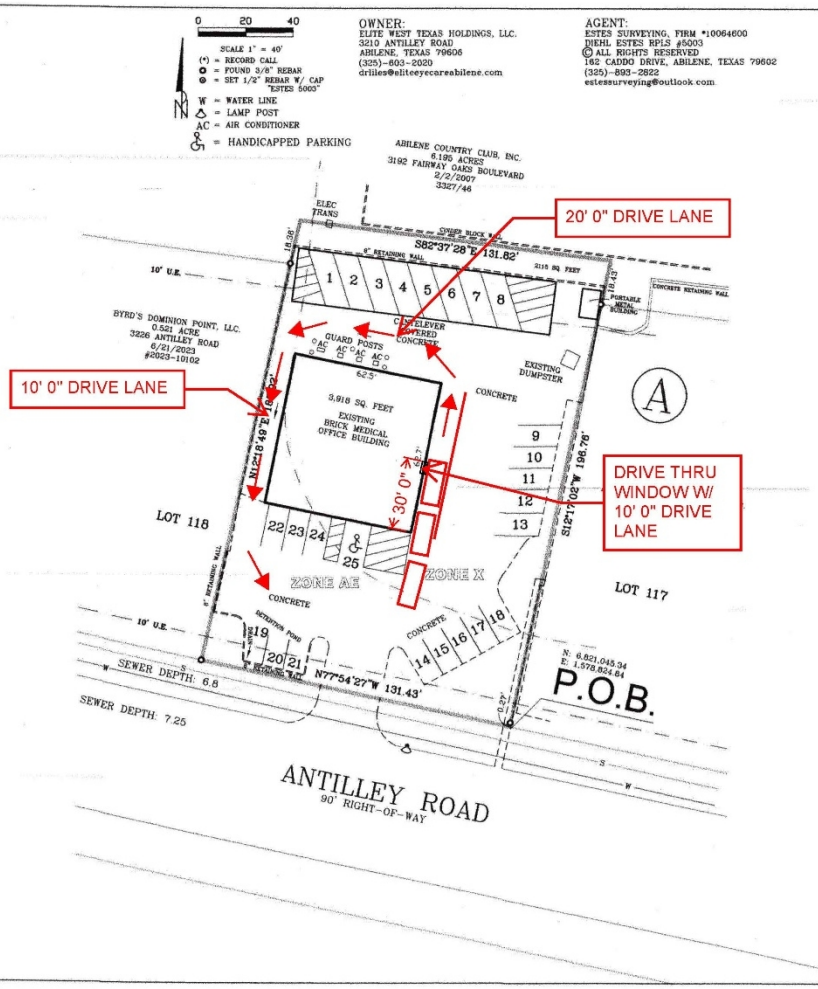
ALL EXTERIOR LIGHTING (INCLUDING WALL MOUNTED FIXTURES) SHALL BE FULLY-SHIELDED.

MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) SHALL BE SCREENED FROM VIEW FORM STREETS AND PARKING LOTS.

THIS LOT IS IN ZONE AE & X, AS PER FIRM COMMUNITY,
48441C0332F, 1-6-2012.

SITE PLAN

LOT 218, BLOCK A, A REPLAT OF A 0.577 ACRE TRACT BEING OUT OF A 0.52 OF AN ACRE BEING OUT OF THE EAST PART OF LOT 118, CABINET 3, SLIDE 593, AND A 2115 SQUARE FEET OUT OF LOT 18 AND LOT 19, THE FAIRWAYS ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN CABINET 3, SLIDE 593, PLAT RECORDS, TAYLOR COUNTY, TEXAS.



-END-

ZONING CASE CUP-2025-02 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Read: January 23, 2025
City Council 2nd Read: February 13, 2025

Applicant
Owner: Dr. Russell Liles
Agent: Lauren Lowther

Case Manager
Clarissa Ivey – Planner

Request
The applicant is requesting to apply a Conditional Use Permit to approximately 0.57 acres zoned Planned Development District (PD-4) to allow for a Drive-thru Lane.

Location
The subject property is located at 3210 Antilley Road. Legal description being Lot 218, Block M, Replat of the Fairways Addition, Abilene, Taylor County, Texas.

Background
The Planned Development was created in 1978 with the intention of this lot to be used for golf course related uses. However, in 2001 it was amended to allow office uses for the subject lot. In 2006 construction was completed for the subject medial office.

The current owner purchased and opened his optometry office in May 2024. When the office was later remodeled to suit the new office, the subject drive-thru window was not a part of the changes approved with the building permit. Additional site improvements were made that were not approved and were in violation of multiple LDC requirements. Staff informed the owner that a drive-thru window required the approval of a Conditional Use Permit and that a site plan must be submitted to show the new site improvements and to bring the site into conformance with the LDC. Those issues have been rectified by the owner.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PD-4	Fairway Oaks Country Club
East	PD-4	Medical Office
South	PD-175	Vacant
West	PD-4	Vacant & Single-Family Residences

Criteria Assessment
Staff have reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed request is consistent with the spirit and intent of PD-4.
3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed use is compatible with surrounding development and will not create adverse impacts regarding traffic, noise, or visual nuisances.
4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use will not generate additional pedestrian or vehicular traffic as they are proposing a call ahead drive-through experience.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
   The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   By using a call ahead feature the applicant will be able to significantly reduce the number of vehicles idling in line for service.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed drive-thru lane complies with the standards set out in the Land Development Code and is compatible with the surrounding uses at this location.

Planning and Zoning Commission Recommendation

P&Z recommends **approval** of the Conditional Use Permit, subject to the submitted concept plan and Plan of Operation.

Attachments

- PowerPoint Presentation
- Plan of Operation
- Concept Plan

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 20, 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
ABILENE COUNTRY CLUB INC	27638	3192 FAIRWAY OAKS BL	
ABILENE URBAN PROPERTIES LP	27510	3190 ANTILLEY RD	
BYRDS DOMINION POINT LLC	985787	3226 ANTILLEY RD	
DAVIS WILLIAM E	**63398**	**5 TAMARISK CR**	**O**
ELITE WEST TEXAS HOLDINGS LLC	105531	3210 ANTILLEY RD	
EOFF KEETON E	63268	7 TAMARISK CR	
FITZHUGH CINDY G BURLESON	**63640**	**1 TAMARISK CR**	**F**
LANIER PROPERTIES LLC	33519	6325 FAIRWAY OAKS BL	
LANIER PROPERTIES LLC	33519	3203X ANTILLEY RD	
MITCHELL HERITAGE HOLDINGS LLC	62734	15 TAMARISK CR	
NELSON JAMES RAY LIFE EST	63016	11 TAMARISK CR	
ORREN SHIRLEY A	63522	3 TAMARISK CR	
ROBERTS JEFFREY & DIANE	63136	9 TAMARISK CR	
SIMMONS TWALLA	62878	13 TAMARISK CR	
SONNENBURG JACQUELINE B	62606	17 TAMARISK CR	

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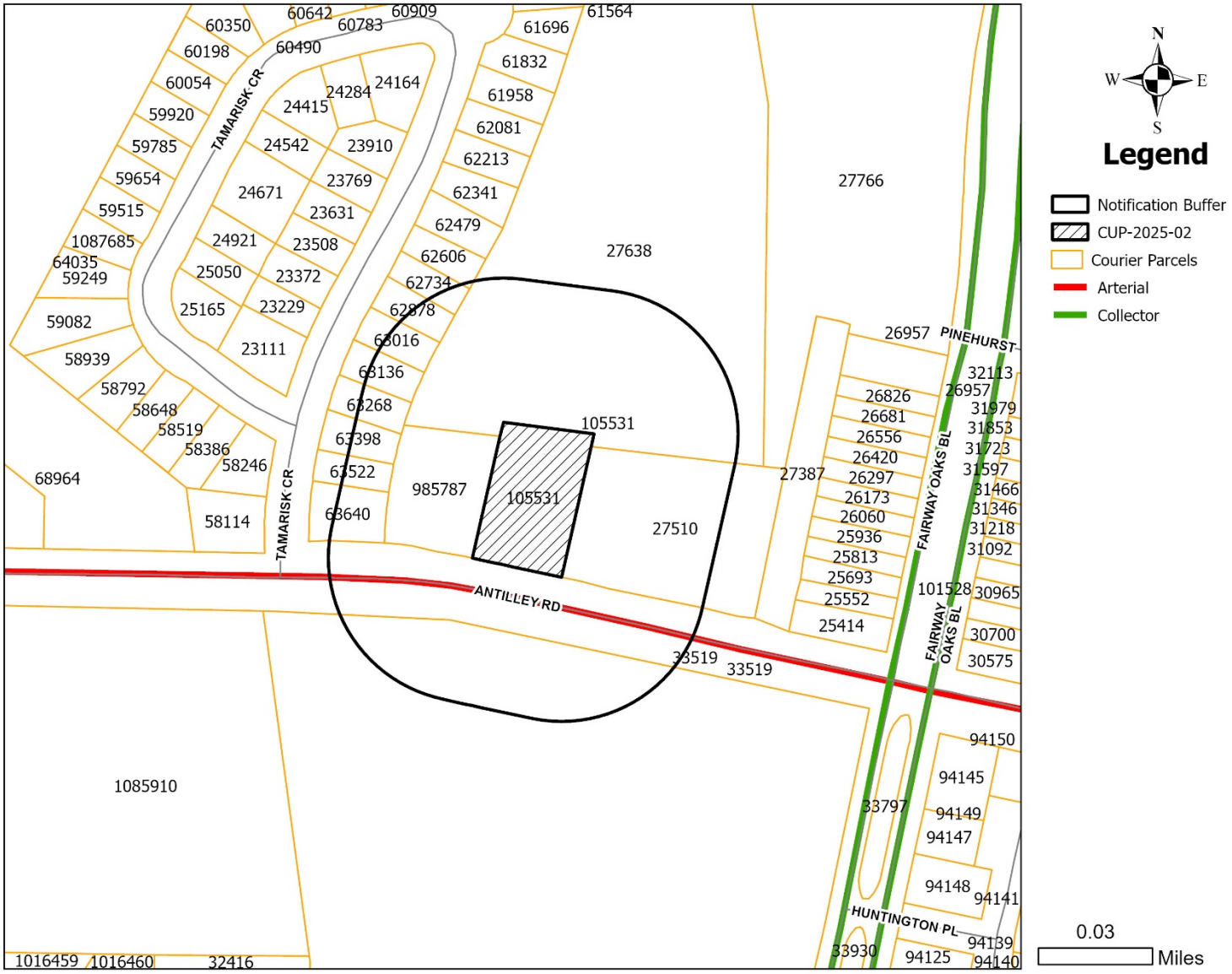
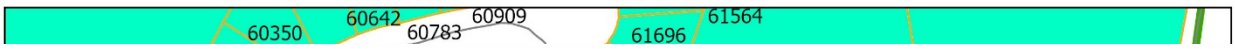
NOTIFICATION MAP



LOCATION MAP

N
W
E
S
Legend
CUP-2025-02
Courier Parcels
Arterial
Collector
TAMARISK CR
ANTILLEY RD
PINEHURST
FAIRWAY OAKS BL
HUNTINGTON PL
105531
27638
27510
985787
33519
Property has been rezoned to
PDD-175
0.03
Miles

ZONING MAP



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SITE PLAN

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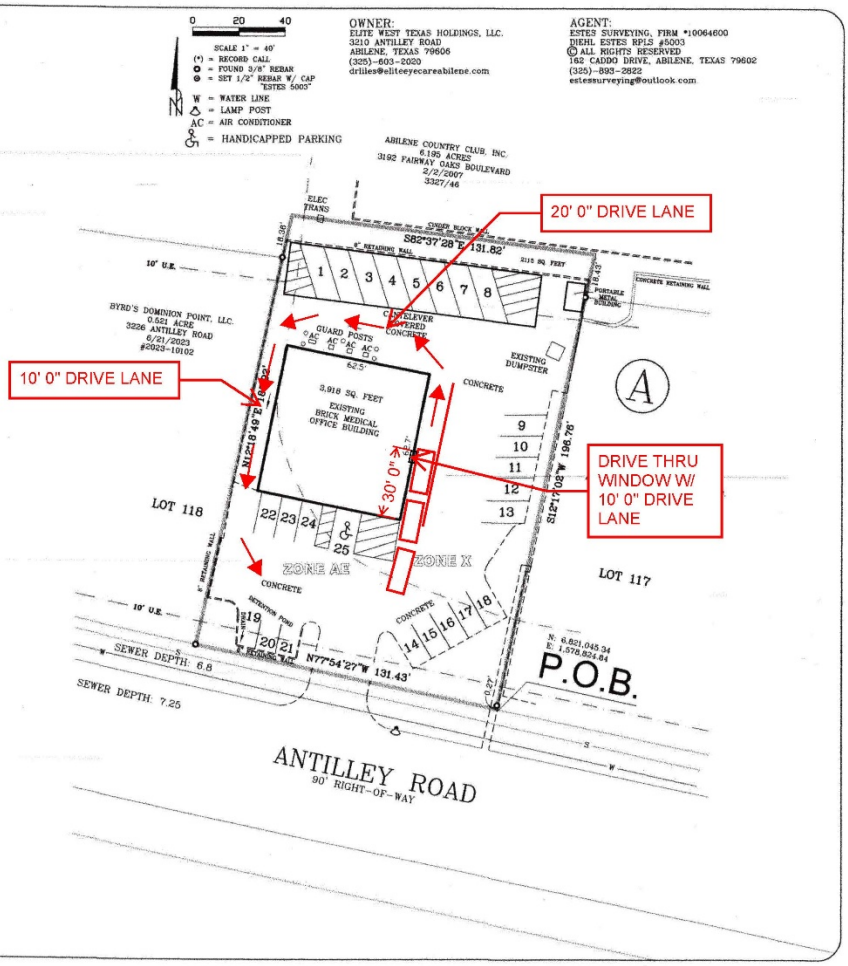


Concept Plan

CUP Plan of Operation for Elite Eyecare of Abilene

Elite Eyecare

3210 Antilley Road

Abilene TX 79606

Innovation and convenience are at the heart of our commitment to exceptional patient care, which is why we are proud to be one of the only offices in town to offer a call ahead drive-through experience. This service provides a modern solution for picking up medical items, such as eyewear and contact lenses, combining efficiency with the high level of care patients expect from us. Patients can enjoy the ease of staying in their vehicles while still receiving high-quality service, ensuring both safety and comfort. By embracing this innovative approach, we strive to make the experience as seamless and stress-free as possible without compromising the personalized care that sets us apart.

Our proposed drive-through service is designed to provide a convenient and efficient way for patients to pick up medical items. This service is strictly for pre-arranged medical pick-ups and does not accommodate food, taking orders, extended transactions, or long wait times, ensuring a smooth flow of traffic. By focusing on brief, call-ahead pick-ups, the drive-through minimizes noise, prevents disruptions to the surrounding area, and maintains the beauty and tranquility of Abilene. This option is especially beneficial for clients with busy schedules or mobility challenges, offering a seamless experience that reflects our commitment to professional care, safety, and convenience.

Our drive-through operates Monday through Friday during regular business hours, ensuring accessibility and convenience for our patients throughout the week. To maintain efficiency and safety, we limit service to one patient at a time in the drive-through. This approach allows us to provide personalized attention and a smooth, professional experience for every client.

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: 3210 Antilley Road Number of Lots: 1 Acreage:

Legal Description:

Subdivision Name: Block: Lot:

Current Zoning: Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Dr. Russell Liles

Address: 3210 Antilley Road

City, State, Zip: Abilene TX 79606 Fax: 325 690-0175

Phone: 325 665 2020 Email:

Agent Name: Lauren Lowmer

Address: 3210 Antilley Road

City, State, Zip: Abilene TX 79606 Fax: 325 690-0175

Phone: 325 721 8791 Email: eliteeyecare.lauren@outlook.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: Russell Liles Date: 11/08/2024

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: _____
Zoning Classification(s): _____ Total Number of Lots: _____
Location: _____

Property Owner Information & Authorization

Name/Company: Russell Liles Elite Eyecare of Abilene
Address: 3210 Antilley Road
City: Abilene State: TX Zip Code: 79606
Phone: 3256032020 Email: _____

Project Representation (check one):

☐ I will represent the application myself; OR
☑ I hereby designate Lauren Lowther (*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: Russell Liles **Date:** 11/8/24

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Russell Liles (*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 8 day of November, 2024

MARISSA NICOLE LEAL
Notary Public, State of Texas
NOTARY ID # 13032284-5
My Commission Exp 12 08 2027

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(*specify*): _____

Name: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____

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.

_____

_____

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

_____

_____

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)*: Lauren Lawther

Property Owner ☐ Project Representative ☑

Signature of Certifying Person: Lauren Lawther

*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

2024 Development Application

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Lauren Louther

DATE: 11/09/2024

PROPOSED USE: OPTOMETRIST

NUMBER OF EMPLOYEES: 7

EXISTING BUILDING: 3,918 SQ. FEET

PROPOSED COVERED PARKING; 198 SQ. FEET

IMPERVIOUS SURFACE CALCULATIONS: (21,194 SQ. FEET)

INTERNAL LANDSCAPE ARE CALCULATIONS: (3,140 SQ. FEET)

PARKING PROVIDED
24 REGULAR SPACES
1 HANDICAP SPACE

SOLID WASTE CONTAINER PAD AND ENCLOSURE SHALL BE CONSTRUCTED IN COMPLIANCE WITH APPLICABLE CITY OF ABILENE STANDARDS, APPEARANCE CODE SECTION 23-320.

ALL NEW SIDEWALKS SHALL BE PERMITTED BY CITY PUBLIC WORKS DEPARTMENT AND BUILT TO CONFORM WITH APPLICABLE CITY STANDARDS.

ALL NEW DESIGNATED FIRE LANES SHALL BE MARKED TO CONFORM WITH APPLICABLE CITY STANDARDS.

A STORMWATER POLLUTION PREVENTION PLAN WILL BE UTILIZED DURING THE DEVELOPMENT OF THIS SITE, EROSION CONTROL DEVICES SHALL BE MAINTAINED AT ALL TIMES.

DURING CONSTRUCTION SILK FENCES, RIPRAP SHALL BE CONSTRUCTED ON SITE TO MAINTAIN SEDIMENT/EROSION CONTROL OF STORM WATERS.

ALL WHEEL STOPS WILL BE 24" FROM SIDEWALKS.

RETURNED CURB RAMP SHALL BE CONSTRUCTED TO COMPLY WITH THE 2012 TEXAS ACCESSIBILITIES STANDARDS: 405 AND 406.

ALL DRIVEWAY APPROACHES, SIDEWALKS AND ACCOMPANYING RAMPS LOCATED IN PUBLIC RIGHT-OF-WAYS SHALL BE PERMITTED THROUGH CITY OF ABILENE'S PUBLIC WORKS DEPARTMENT.

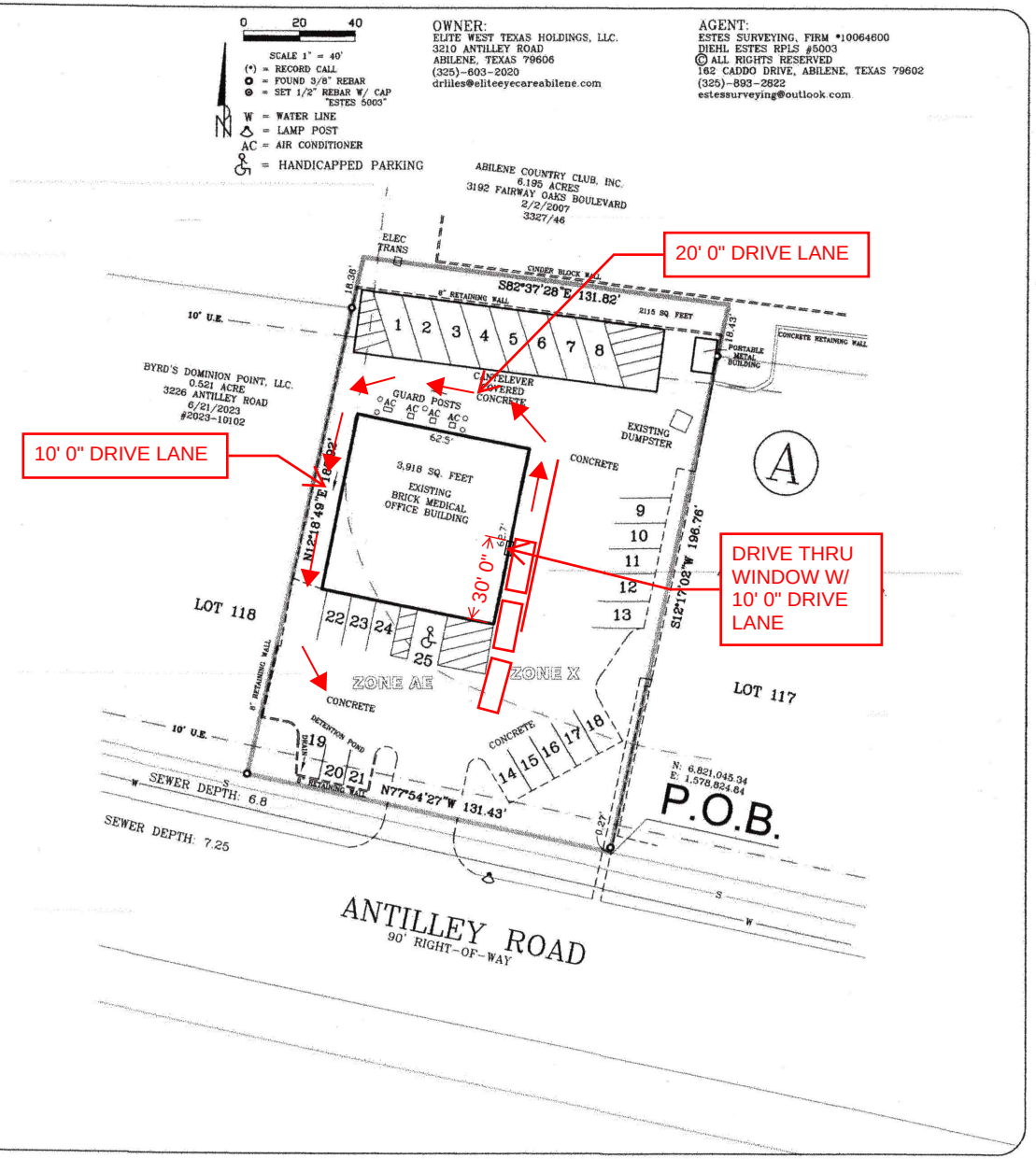
ALL EXTERIOR LIGHTING (INCLUDING WALL MOUNTED FIXTURES) SHALL BE FULLY-SHIELDED.

MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) SHALL BE SCREENED FROM VIEW FORM STREETS AND PARKING LOTS.

THIS LOT IS IN ZONE AE & X, AS PER FIRM COMMUNITY, # 48441C0332F, 1-6-2012.

SITE PLAN

LOT 218, BLOCK A, A REPLAT OF A 0.577 ACRE TRACT BEING OUT OF A 0.52 OF AN ACRE BEING OUT OF THE EAST PART OF LOT 118, CABINET 3, SLIDE 593, AND A 2115 SQUARE FEET OUT OF LOT 18 AND LOT 19, THE FAIRWAYS ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN CABINET 3, SLIDE 593, PLAT RECORDS, TAYLOR COUNTY, TEXAS.



CUP Plan of Operation for Elite Eyecare of Abilene

Elite Eyecare

3210 Antilley Road

Abilene TX 79606

Innovation and convenience are at the heart of our commitment to exceptional patient care, which is why we are proud to be one of the only offices in town to offer a call ahead drive-through experience. This service provides a modern solution for picking up medical items, such as eyewear and contact lenses, combining efficiency with the high level of care patients expect from us. Patients can enjoy the ease of staying in their vehicles while still receiving high-quality service, ensuring both safety and comfort. By embracing this innovative approach, we strive to make the experience as seamless and stress-free as possible without compromising the personalized care that sets us apart.

Our proposed drive-through service is designed to provide a convenient and efficient way for patients to pick up medical items. This service is strictly for pre-arranged medical pick-ups and does not accommodate food, taking orders, extended transactions, or long wait times, ensuring a smooth flow of traffic. By focusing on brief, call-ahead pick-ups, the drive-through minimizes noise, prevents disruptions to the surrounding area, and maintains the beauty and tranquility of Abilene. This option is especially beneficial for clients with busy schedules or mobility challenges, offering a seamless experience that reflects our commitment to professional care, safety, and convenience.

Our drive-through operates Monday through Friday during regular business hours, ensuring accessibility and convenience for our patients throughout the week. To maintain efficiency and safety, we limit service to one patient at a time in the drive-through. This approach allows us to provide personalized attention and a smooth, professional experience for every client.

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-02

You may indicate your position on the Conditional Use Permit 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:	105531	Your Name:	DAVIS WILLIAM E	I am in favor of the request ☐
Requestor's Property Zoning:	PD-4	Your Property Address:	5 TAMARISK CR	
Requestor's Proposed Zoning:	PD-4/CUP	Your Parcel ID:	63398	I am opposed to the request ☒

Signature: William E. Davis

DEC 30 PM 2:46

CITY OF ABILENE TEXAS

FITZHUGH CINDY G BURLESON
1 TAMARISK CIR
ABILENE, TX 79606-5027

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-02

December 18, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **January 7, 2025,** 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 Conditional Use Permit is approximately 0.57 acres zoned Planned Development (PD-4) to allow a drive-thru lane. Located at 3210 Antilley Rd. Legal description being Lot 218, Block M, Replat of the Fairways Addition, Abilene, Taylor County, Texas. The property is current use is medical office, and the request is to allow a drive-thru lane.

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 Conditional Use Permit request. Only the area highlighted on the map by striped lines is being considered for a Conditional Use Permit. 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 **February 13, 2025, 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 #: **CUP-2025-02**

You may indicate your position on the Conditional Use Permit 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:	105531	Your Name:	FITZHUGH CINDY G BURLESON	I am in favor of the request ☑
Requestor's Property Zoning:	PD-4	Your Property Address:	1 TAMARISK CR	
Requestor's Proposed Zoning:	PD-4/CUP	Your Parcel ID:	63640	I am opposed to the request ☐

Signature:

CONDITIONAL USE PERMIT

Case:	CUP-2025-02
Agent:	Lauren Lowther
Requests:	A Conditional Use Permit to allow a Drive Thru Lane
Location:	3210 Antilley Road
Notification:	1 in Favor, 1 in Opposition
Planning & Zoning:	January 7, 2025
Council Hearing:	January 23, 2025
	February 13, 2025

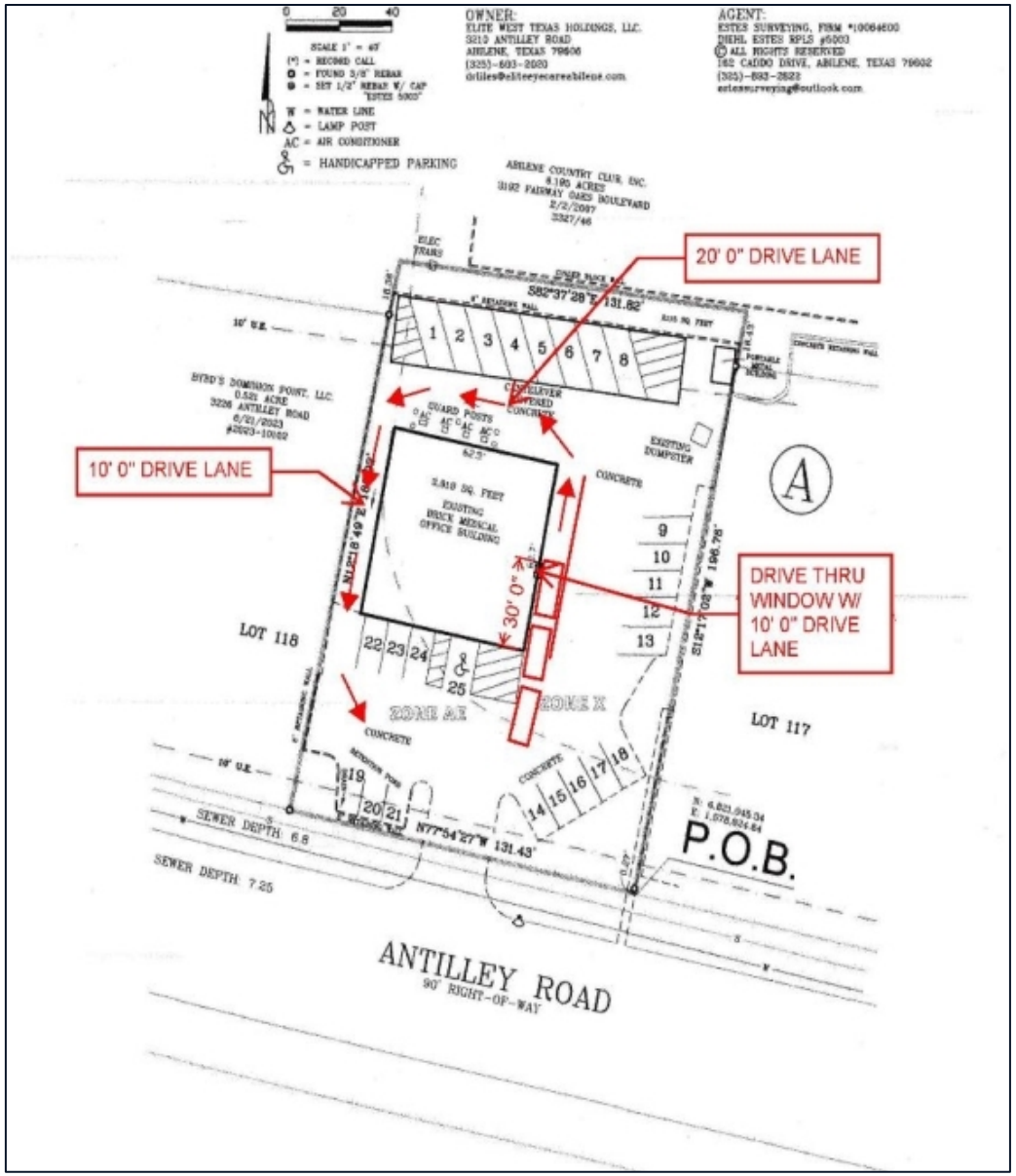
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

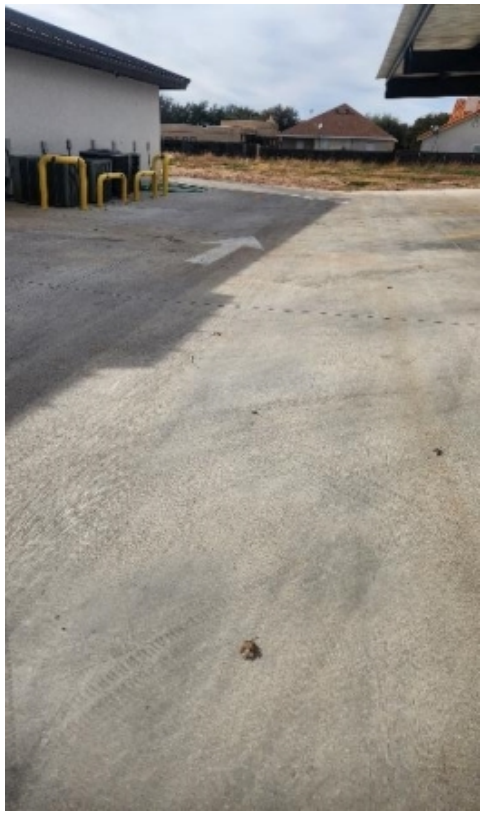
CITY OF ABILENE TEXAS

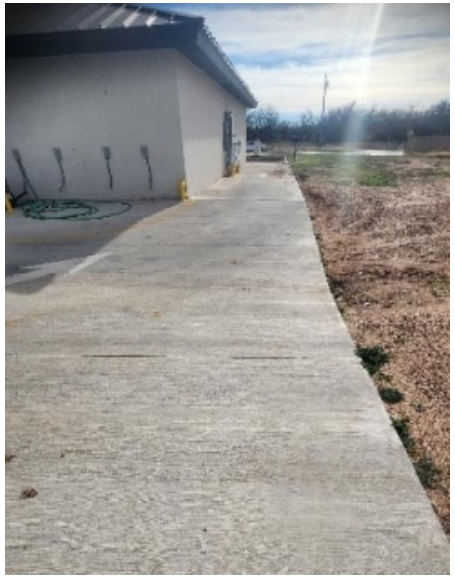
ZONING MAP

CITY OF ABILENE TEXAS


20' 0" DRIVE LANE
10' 0" DRIVE LANE
DRIVE THRU WINDOW W/ 10' 0" DRIVE LANE
30' 0"
LOT 118
LOT 117
ZONE AE
ZONE X
P.O.B.
ANTILLEY ROAD
90' RIGHT-OF-WAY
SEWER DEPTH: 6.8
SEWER DEPTH: 7.25
OWNER:
ELITE WEST TEXAS HOLDINGS, LLC.
3210 ANTILLEY ROAD
ABILENE, TEXAS 79606
AGENT:
ESTES SURVEYING, FIRM #10064600
DIEHL ESTES RPLS #6003
162 CADDO DRIVE, ABILENE, TEXAS 79602
ABILENE COUNTRY CLUB, INC.
6.190 ACRES
3192 FAIRWAY OAKS BOULEVARD
2/2/2007
3327/46
HYBD'S DOMINION POINT, LLC.
0.521 ACRE
3226 ANTILLEY ROAD
6/21/2023
#2023-10002
2,818 SQ. FEET
EXISTING BRICK MEDICAL OFFICE BUILDING
EXISTING DUMPSTER
CONCRETE
GUARD POSTS
CANTILEVER COVERED CONCRETE
PORTABLE MEDICAL BUILDING
CHAIN LINK FENCE
10' U.E.
S82°39'28"E 131.82'
N77°54'27"W 131.43'
N12°18'49"E 196.78'
S12°17'08"W 196.78'
A

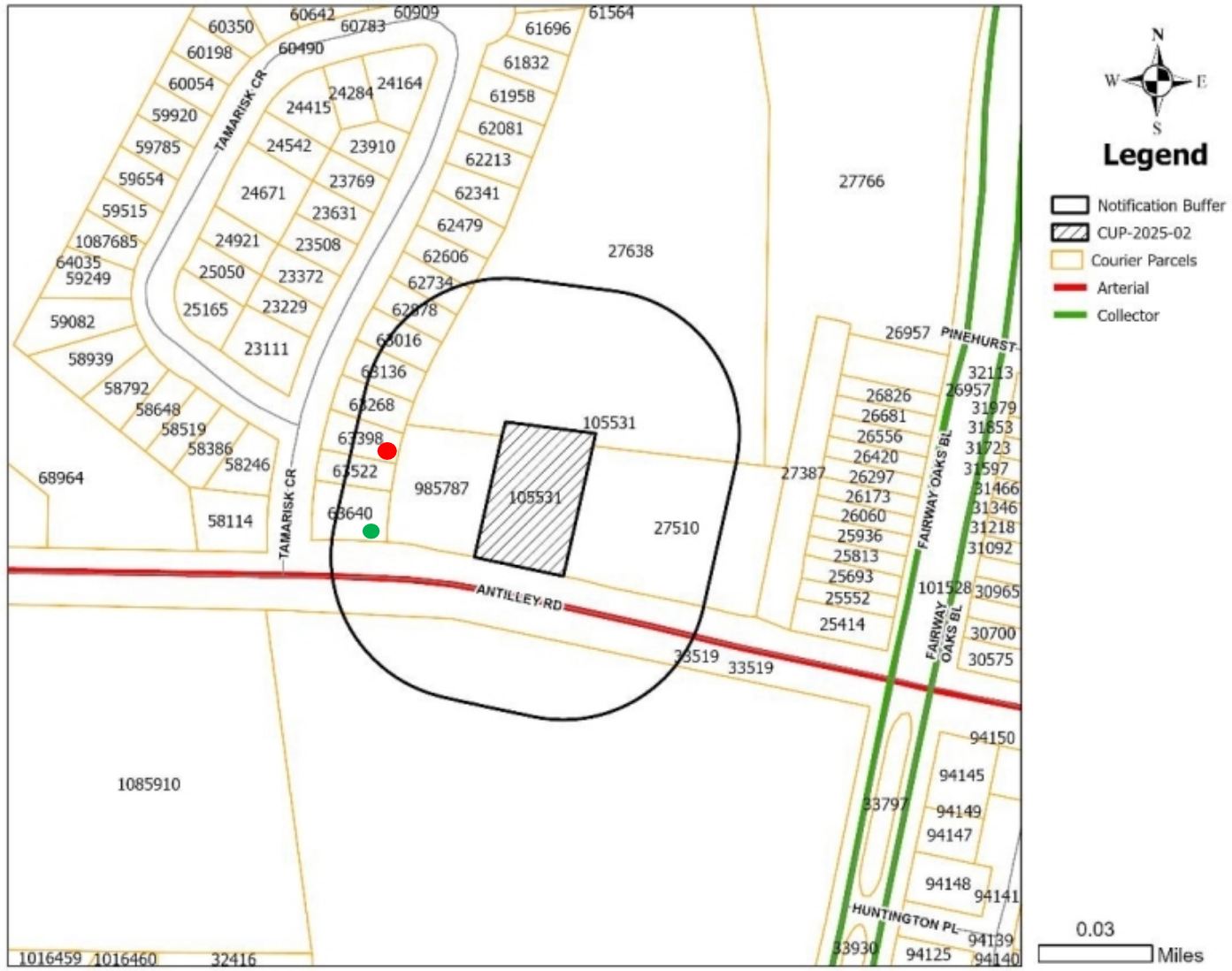
PROPERTY VIEWS





CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1- In Favor-

1- Opposed-

1.13% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

- The *Comprehensive Plan;*
- The surrounding uses and zoning; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: Approval subject to:

1. Submitted concept plan and plan of operation

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **19. Ordinance (Final Reading) Z-2025-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.00 Acres from General Retail (GR) to General Commercial (GC) Zoning, Located On The 6600 Block Of Buffalo Gap Road *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC).

SPECIAL CONSIDERATIONS

The subject property was annexed in 1963 and has remained vacant since annexation.

Applicants timely appealed the denial of the zoning change by the Planning and Zoning Commission.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends denial of this request by a vote of 5-0.

ATTACHMENTS:

1. Ordinance (1)
2. Staff Report
3. 25.01.10 CBA Abilene Site Plan
4. 2025-01-07_LH 10 Bay Linear 3D Rendering 2D Elev
5. CBA Abilene, TX at Buffalo Gap Rd Aerial
6. CBA AUTOMOTIVE REPAIR SCOPE 2025
7. Christian Brothers Intro Letter 2025
8. City of Abilene Mail - Formal Appeal of P&Z Decision
9. 4064 Bay Hill Drive
10. 6802 Hillside Ct
11. Motion background email
12. 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 23rd day of January, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 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 13th day of February, 2025, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of February 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC).

Legal Description being as follows:

Lot 152, Block B, Champions Addition Section 2, Abilene, Taylor County, Texas

Located at 6600 block of Buffalo Gap Road

-END-

ZONING CASE Z-2025-01
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Reading: January 23, 2025
City Council 2nd Reading: February 13, 2025

Applicant
Agent: Z & Co., LLC, by Ziad Kaakouch
Owner: Pak Harris Enterprises, LTD

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC).

Location
Located on the 6600 block of Buffalo Gap Road.

Background
The subject property was annexed in 1963 and has remained vacant since annexation.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR/COR	Restaurant – Fast food
East	GR/AO	Vacant/Utility
South	GR/RS-6	Retail use/ Single Family
West	PDD	Vacant

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 it would be consistent with the surrounding uses.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Staff recommends: **Approval**

Planning and Zoning Commission Recommendation

P&Z recommends **denial** by unanimous vote.

Attachments

- PowerPoint Presentation
- Ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 20, 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:

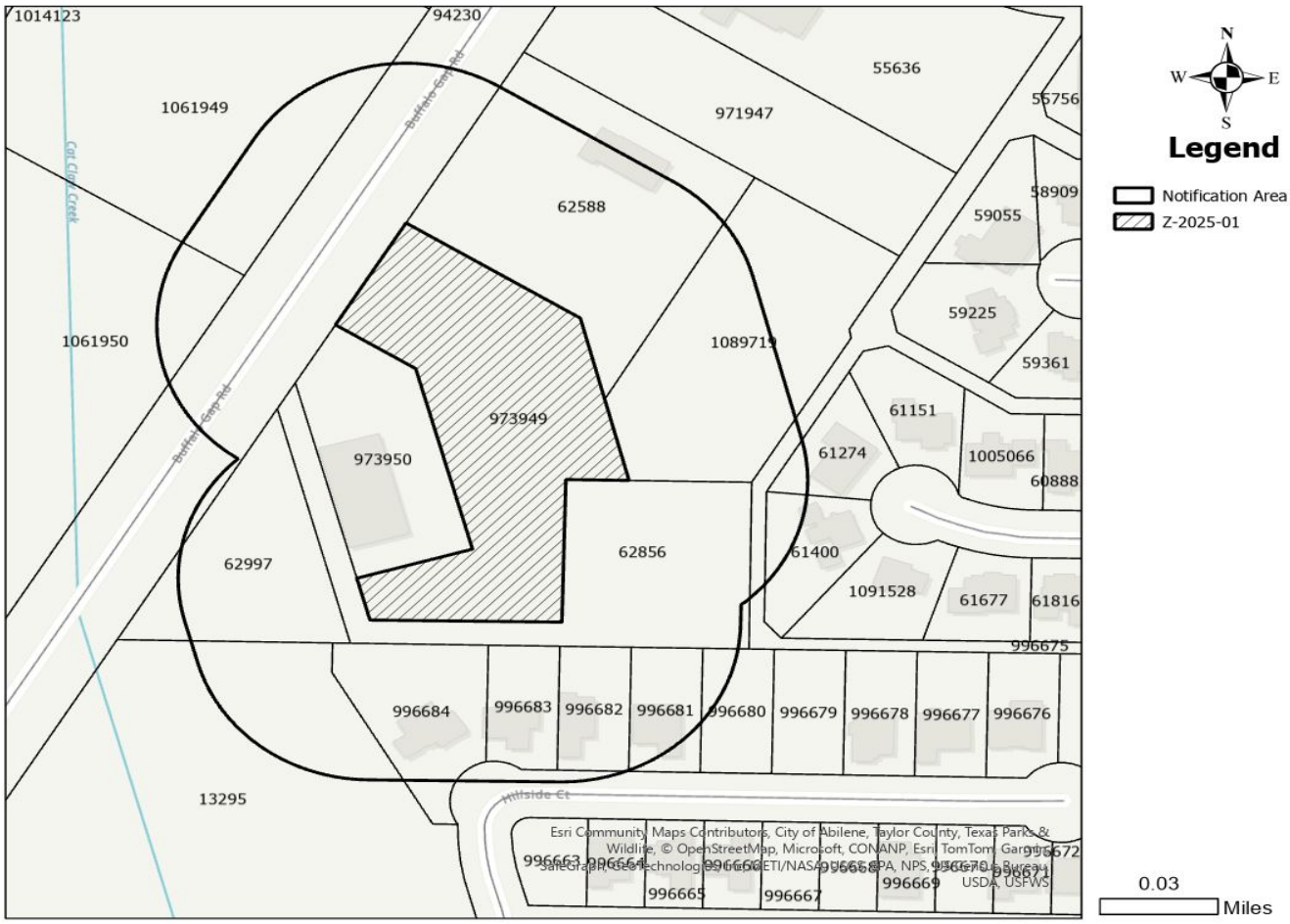
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ABAN ZENIA O	6766 HILLSIDE CT	996682	
BRAZORIA SMITH LEASE LLC	6617 BUFFALO GAP RD	973950	
CITY OF ABILENE	6633 BUFFALO GAP RD	62997	
ELDRIDGE DAVID RYAN & REBEKAH ANN	6774 HILLSIDE CT	996683	
FRANCO NATHAN LARRY II	6750 HILLSIDE CT	996680	
GREAT EXPECTATIONS LLC	6642 BUFFALO GAP RD	1061950	
LBHDS LLC	6809 BUFFALO GAP RD	13295	
MANHAM FOODS LLC	6517 BUFFALO GAP RD	62588	
MANHAM FOODS LLC		1089719	
MUSTOE KENT & TARA	**6802 HILLSIDE CT**	**996684**	**O**
PAK HARRIS ENTERPRISES LTD	6601 BUFFALO GAP RD	973949	
REMELE MIKOEL J & HEIDI R	6758 HILLSIDE CT	996681	
SIVLEY DAVID & JUDY	**4064 BAY HILL DR**	**61274**	**O**
WEST TEXAS UTILITIES CO	6625 BUFFALO GAP RD	62856	
WOODS PATRICIA	4063 BAY HILL DR	61400	

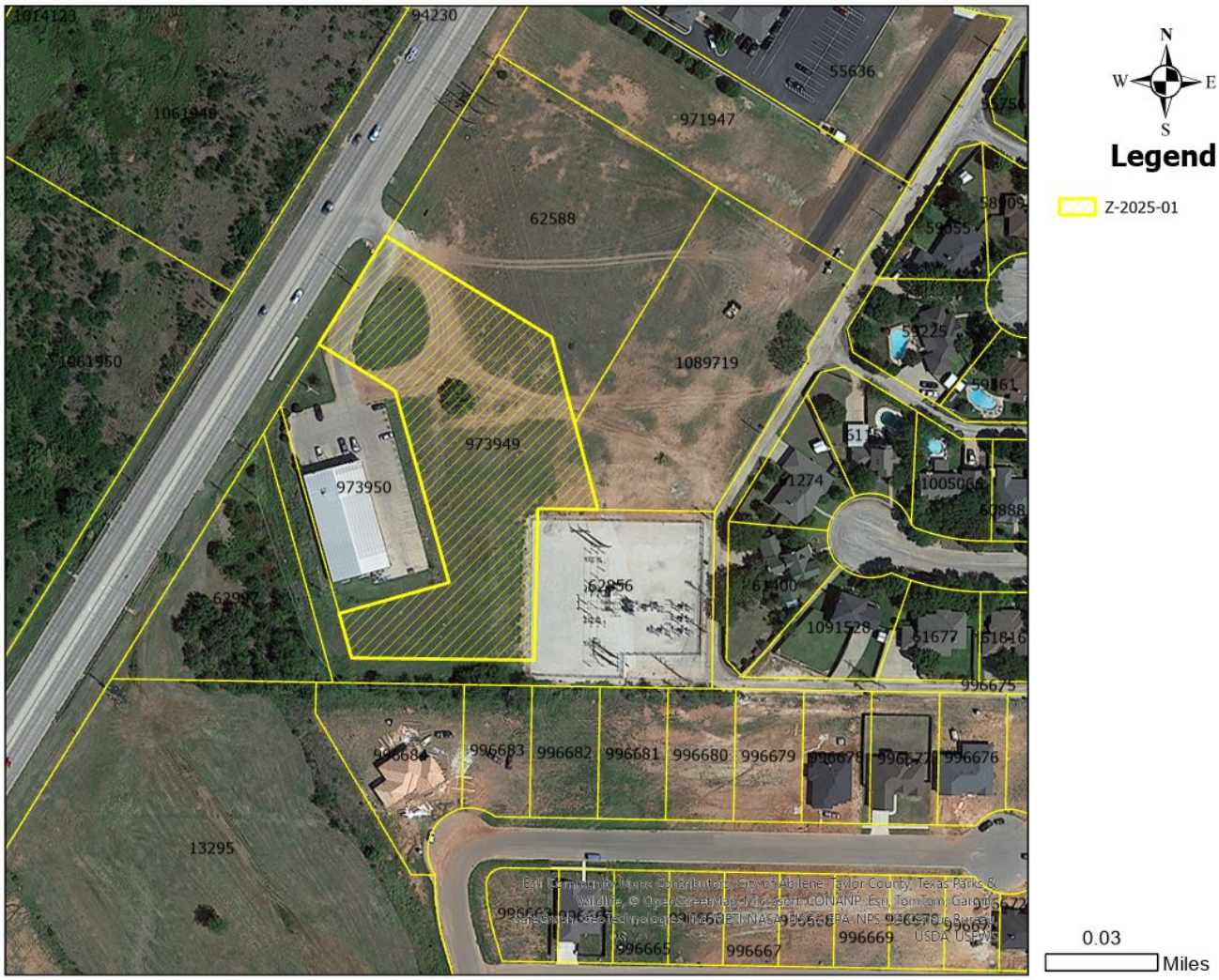
PROPERTY ID Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
LBHDS LLC	6809 BUFFALO GAP RD	13295	
SIVLEY DAVID & JUDY	4064 BAY HILL DR	61274	
WOODS PATRICIA	4063 BAY HILL DR	61400	
MANHAM FOODS LLC	6517 BUFFALO GAP RD	62588	
WEST TEXAS UTILITIES CO	6625 BUFFALO GAP RD	62856	
CITY OF ABILENE	6633 BUFFALO GAP RD	62997	
PAK HARRIS ENTERPRISES LTD	6601 BUFFALO GAP RD	973949	
BRAZORIA SMITH LEASE LLC	6617 BUFFALO GAP RD	973950	
FRANCO NATHAN LARRY II	6750 HILLSIDE CT	996680	
REMELE MIKOEL J & HEIDI R	6758 HILLSIDE CT	996681	
ABAN ZENIA O	6766 HILLSIDE CT	996682	
ELDRIDGE DAVID RYAN & REBEKAH ANN	6774 HILLSIDE CT	996683	
MUSTOE KENT & TARA	**6802 HILLSIDE CT**	**996684**	**O**
GREAT EXPECTATIONS LLC	6642 BUFFALO GAP RD	1061950	
MANHAM FOODS LLC		1089719	

NOTIFICATION MAP



LOCATION MAP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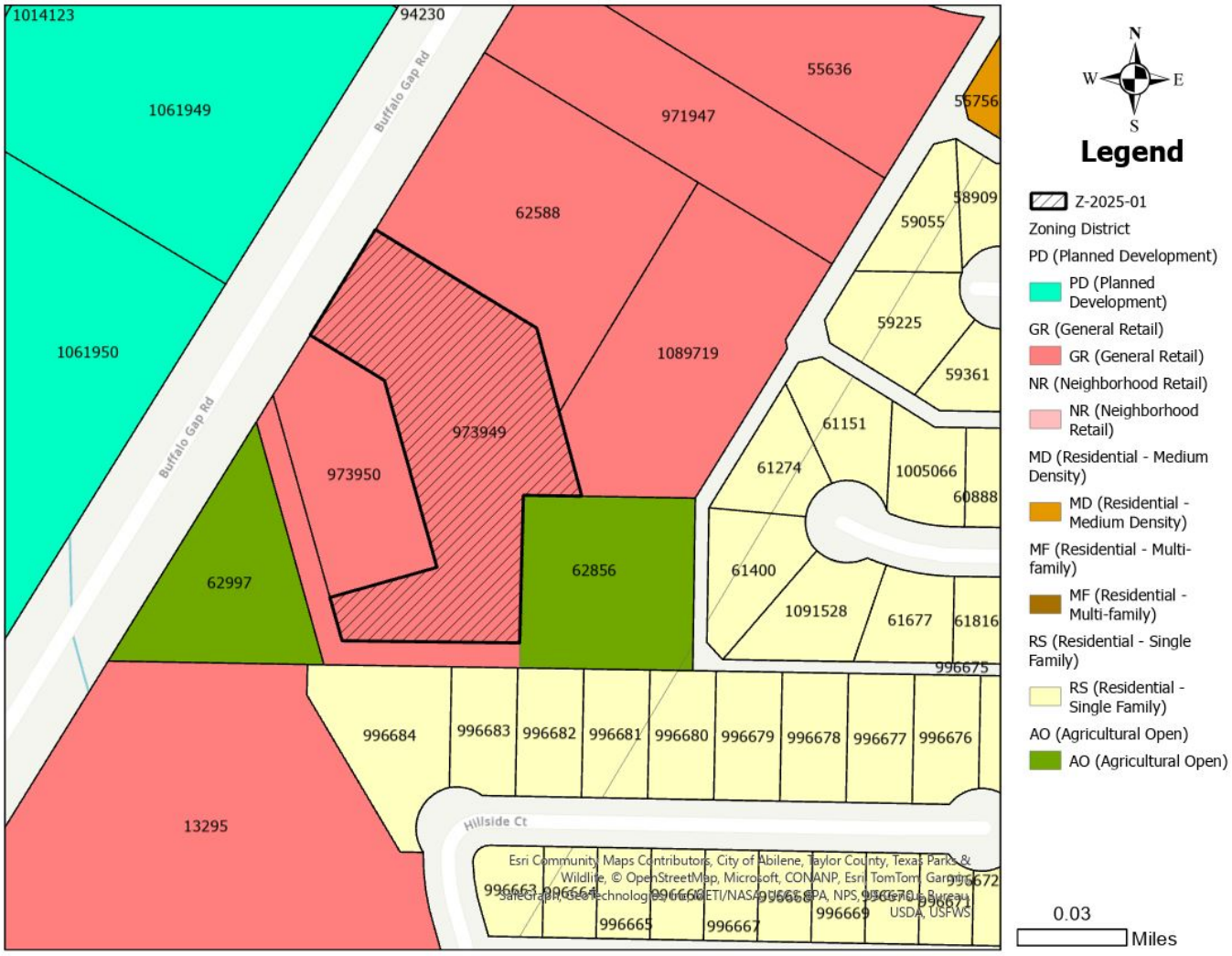
0.03
Miles

ZONING MAP


1014123
94230
1061949
Buffalo Gap Rd
55636
971947
55756
62588
58909
59055
1089719
59225
1061950
59361
973949
61151
973950
61274
1005066
60888
62997
62856
61400
1091528
61677
61816
996675
996684
996683
996682
996681
996680
996679
996678
996677
996676
13295
Hillside Ct
996672
996671
996669
996665
996667
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, USDA, USFWS
N
W
E
S
Legend
Z-2025-01
Zoning District
PD (Planned Development)
PD (Planned Development)
GR (General Retail)
GR (General Retail)
NR (Neighborhood Retail)
NR (Neighborhood Retail)
MD (Residential - Medium Density)
MD (Residential - Medium Density)
MF (Residential - Multi-family)
MF (Residential - Multi-family)
RS (Residential - Single Family)
RS (Residential - Single Family)
AO (Agricultural Open)
AO (Agricultural Open)
0.03
Miles

PARKING TOTAL: 64

GENERAL NOTES:
1. ALL PARKING SPACES ARE 18'x9' UNLESS OTHERWISE NOTED

RECOVERED 1/2 INCH REBAR

RECOVERED 1/2 INCH REBAR

S 14°19'14" E 210.74'

RECOVERED 1/2 INCH REBAR

70.64'

N 88°49'43" W

LOT 52
SECTION 2
CHAMPIONS ADDITION
CAB. 1, SLD. 279

6625 BUFFALO GAP ROAD
W.T.U.
VOL. 1272, PG. 724

RECOVERED 3/8 REBAR

37.94'

S 01°06'44" W 178.71'

RECOVERED 3/8 REBAR

VARIABLE WIDTH ACCESS EASEMENT BY PLAT CAB 4, SLIDE 279

CONCRETE

S 58°05'56" E 228.80'

40.00'

44.21'

36.00'

20.43'

4.00'

170'

PROPOSED BUILDING
FF: 1809.50

34'

36.35'

33.00'

30' BUILDING LINE

10.96

81.00'

9.00' TYP

18.00' TYP

24.00'

135.00'

18.00' TYP

9.00' TYP

36.00'

14

17

153.00'

24.00'

30' BUILDING LINE

63.00'

7

19.46'

10'

73.92'

10'

8.26'

6601 BUFFALO GAP ROAD
LOT 152
SECTION 2
CHAMPIONS ADDITION
CAB. 3, SLD. 741

6601 BUFFALO GAP ROAD
PAK HARRIS ENTERPRISES
#2022-07762

2.004 ACRES
87273 SQ FT
ZONED GR/COR
NO BUILDINGS OR OTHER IMPROVEMENTS AT TIME OF SURVEY

PROP RETENTION POND
6 FT DEEP ~
36,549 CF

VOL. 2266, PG. 330
0.41 AC DETENTION POND EASEMENT TO CITY OF ABILENE

10'

10'

30' BUILDING LINE

4' ACCESS EASEMENT BY PLAT CAB. 1, SLIDE 279 AND VOL. 3095, PG. 757

OVERED "X" CONCRETE

52.76'

8.87'

63.0'

136.62'

90.00'

18.00' TYP

9.00' TYP

7

20.78'

18.00'

9.00'

10

N 31°48'01" E 150.02'

30' BUILDING LINE

19.07'

105.24'

N 58°02'22" W

RECOVERED REBAR WITH CAP MARKED "YARGER 5854"

N 15°20'44" W 234.72'

RECOVERED REBAR WITH CAP MARKED "YARGER 5854"

10'

30' BUILDING LINE

72.07'

BUFFALO GAP ROAD
120' R.O.W.
VOL 639, PG 380

15' UTILITY EASEMENT BY PLAT CAB 1, SLIDE 279

P.O.B.
N:6819573.87
E:1574064.09
RECOVERED REBAR WITH CAP MARKED "YARGER 5854"

LOT 153
SECTION 2
CHAMPIONS ADDITION
CAB. 3, SLD. 741

CONCRETE

25' DRAINAGE EASEMENT VOL. 2266, PG. 330 CITY OF ABILENE

UPPER LIMITS 0.2% ANNUAL CHANCE FLOOD

UPPER LIMITS 1% ANNUAL CHANCE FLOOD

134.14'

N 74°40'31" E

214.60'

N 89°00'41" W

CREEKSIDE ADDITION
CAB. 4, SLD. 165

6617 BUFFALO GAP ROAD
BRAZORIA SMITH LEASING
#2015-08541

N 31°41'16" E 85.03'

N 15°13'12" W 254.07'

N 15°21'11" W
55.60'

RECOVERED 3/8 REBAR

RECOVERED REBAR WITH CAP MARKED "YARGER

52

N

0 20 40
SCALE: 1"=20'

Z&Co., LLC
3400 MONTROSE BLVD. #2916
HOUSTON, TX 77006
832-906-9916
TX FIRM #F-24276

CLIENT:
CBA

PROJECT NAME:
CBA ~~ABILENE~~
ABILENE

DRAWING TITLE:
CBA ~~ABILENE~~
~~SITE PLAN~~
SITE PLAN

EXHIBIT ONLY

NOT TO BE USED FOR PERMITTING OR CONSTRUCTION

PROJECT NUMBER: 24.0050

DATE: ~~00~~/2025

SCALE: 1:20

EXHIBIT No.
1

Z:\2024\24.0050 CBA - Abilene\DWG\Exhibits\SITE\25.01.10 Site Plan.dwg Jan 10, 2025

Christian Brother's Automotive

LH 10 Bay Linear

idstudio

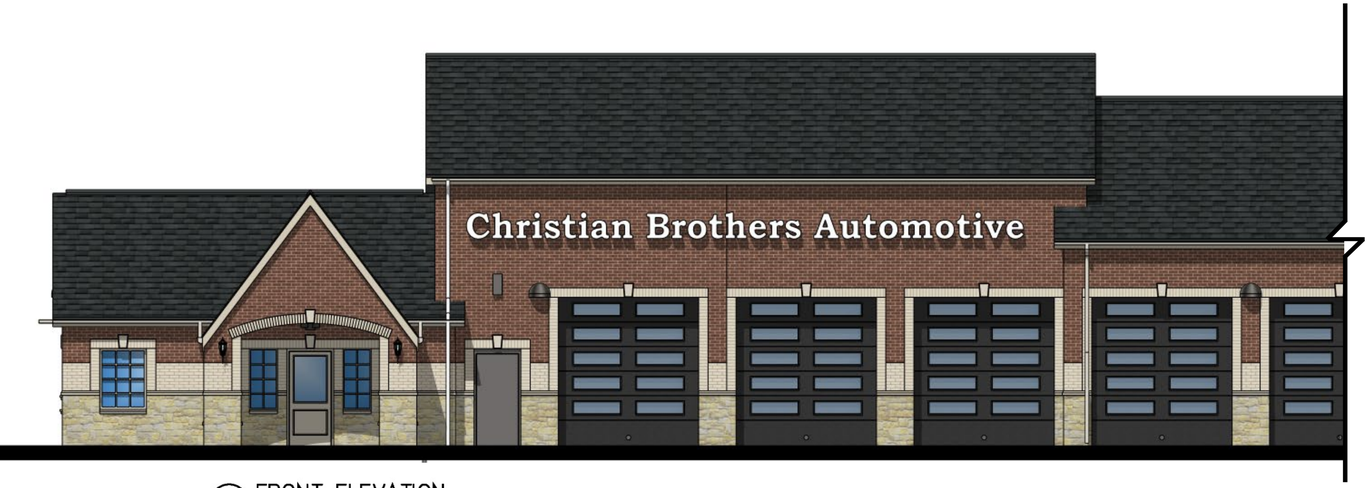
Christian Brother's Automotive

LH 10 Bay Linear

idstudio

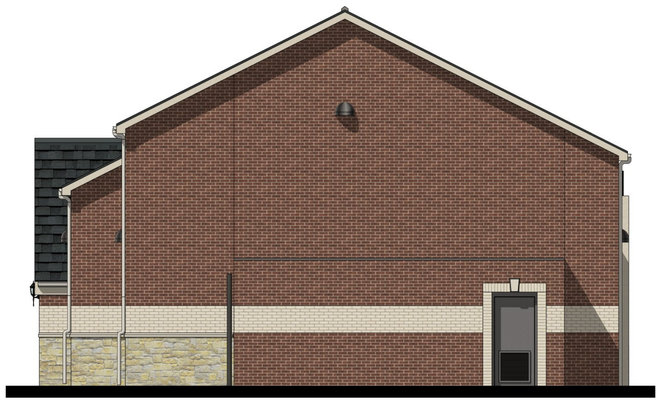
Christian Brothers Automotive

Christian Brothers Automotive



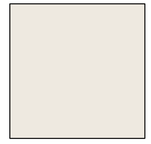
5 FRONT ELEVATION
SCALE: 3/16" = 1'- 0"

4 BACK ELEVATION
SCALE: 3/16" = 1'- 0"



3 RIGHT SIDE ELEVATION
SCALE: 3/16" = 1'- 0"

2 LEFT SIDE ELEVATION
SCALE: 3/16" = 1'- 0"



PC-5
SHERWIN-WILLIAMS PAINT
SW 7001 MARSHMALLOW

PC-6
SHERWIN-WILLIAMS PAINT
SW 6258 TRICORN BLACK

M- 6
ROOF SHINGLES
CERTAINTEED LANDMARK 30 AR
COLOR: MOIRE BLACK

M- 5
ACME BRICK CO.
8" X 2 ¼" MODULAR BRICK
COLOR: BURGANDY
MORTAR: WHITE

M- 8
ACME BRICK CO.
8" X 2 ¼" MODULAR BRICK
COLOR: GLACIER WHITE
MORTAR: WHITE

M- 10
4" NATURAL LIMESTONE
SALADO QUARRY
MORTAR: WHITE

Christian Brothers

AUTOMOTIVE

CBA AUTOMOTIVE REPAIR AND MAINTENANCE SCOPE

Christian Brothers Automotive (CBA) is the highest rated after-market full service automotive repair and maintenance company across the country. CBA is a reputable provider of specialized automotive repair and maintenance services that focuses on services commonly required after a vehicle's warranty period has expired. Our highly skilled technicians excel in preforming a wide array of services, including but not limited to, advanced diagnostics, electrical system repairs, flushes, suspension and steering adjustments, routine oil changes and brake servicing, to name a few. Our goal is to ensure that every vehicle we work on is kept in top-notch condition for the safety and satisfaction of our customers.

Our portfolio of services deliberately excludes loud and disruptive activities such as auto body repairs, painting, or tire recapping. By excluding these services, we can focus solely on mechanical repairs which are less intrusive to the neighborhoods we seek to serve. Although our locations are capable of performing engine repairs, our operations do not extend to the full rebuilding of engines or transmissions. We do, on occasion pull an engine or transmission to swap it for a new one. We replace them by sending them out as sub-let work to a local company and it is usually completed within a day. This happens to be a rather small part of our business, but it is something that is included in our services. By excluding heavy-line engine work our specialization remains within the quieter, yet essential, automotive service.

Christian Brothers
Automotive®
Christian B
Christian Brothers Automotive.

From: Christian Brothers Automotive Corporation

17725 Katy Freeway, Suite 200
Houston, TX 77094

To: Planning and Development

RE: Letter of Intent - Christian Brothers Automotive

Following your review, it is our hope we will be granted permission to continue the development process. Thank you for your time and consideration.

Architecture:

All plans, specifications, and uses will be in compliance with local code, ordinances and are in keeping with the neighboring developments or higher in standard. Variances will be addressed on case-by-case basis with Municipal Staff and Reviewing Agencies.

Setting the aesthetic standard for automotive repair.

© Christian Brothers Automotive 2025

This finished store is representative of our standard prototype.

Hours of Operation and Standard Procedures

Unlike most other automotive service facilities, Christian Brothers Automotive keeps a more conservative schedule. We open at 7 am and close no later than 6 pm, Monday through Friday. We are open on Saturdays for the first 90 days of operation. Most vehicles left overnight are stored within our secure bays for customer peace of mind and insurance parameters. We do not perform tire recapping or body repair. These two activities are major noise and storage generators and are not a component of our scope of work.

Christian Brothers Automotive (CBA) is the highest rated after-market full service automotive repair and maintenance company across the country. CBA is a reputable provider of specialized automotive repair and maintenance services that focuses on services commonly required after a vehicle's warranty period has expired. Our highly skilled technicians excel in preforming a wide array of services, including but not limited to, advanced diagnostics, electrical system repairs, flushes, suspension and steering adjustments, routine oil changes and brake servicing, to name a few. Our goal is to ensure that every vehicle we work on is kept in top-notch condition for the safety and satisfaction of our customers.

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© Christian Brothers Automotive 2025

The business in manned by 8 to 10 employees and the owner / franchisee.

You will find we operate our stores to the highest possible standards. Our shop floors are cleaned with a Zamboni style machine and no pollutants are ever released into the environment. All automotive fluids are contained in federal EPA and state compliant, double hulled, above ground containment vessels.

Working Interior Photos

© Christian Brothers Automotive 2025

Office Interior

Summary:

Based on architecture alone, we are essentially a small cottage with a nine-car garage. Our footprint is very non-intrusive and fits well with any neighboring residential community. We truly believe our development brings a unique experience to the automotive repair arena and enhances quality of life. Since our lobby and reception more closely resembles something you would find in a doctor's office, the maintenance and repair process becomes less threatening to people of all walks of life.

It is our hope that you can truly appreciate our presence and will find us to be a valued member of the community.

© Christian Brothers Automotive 2025

Site Plans and Criteria

PURCHASABLE PROPERTY

3 Mile Population:
Greater than 30,000 people

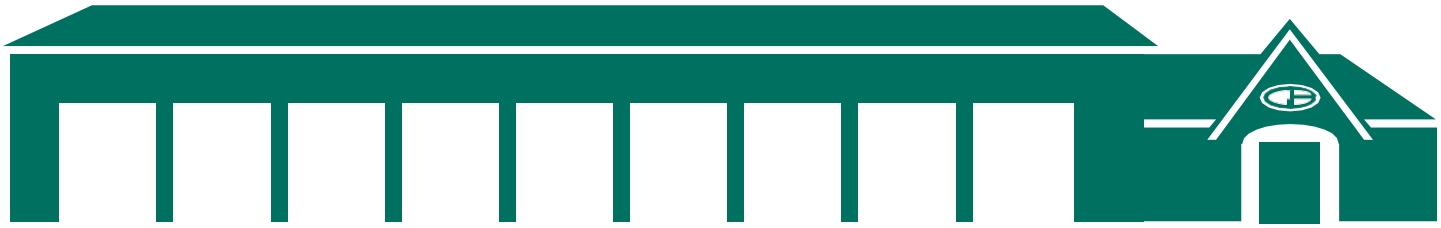
3 Mile Income:
Greater than $85,000
(Average Household Income)

Frontage Required:
100-150 Feet

Depth Required:
225-300 Feet

Size:
Greater than 43,000 ft^2
(Typically 1.0 - 1.5 acres)

Use:
Automotive Repair



© Christian Brothers Automotive 2025

© Christian Brothers Automotive 2025

© Christian Brothers Automotive 2025

For Questions Please Contact:

Michael Suttle | Chief Development Officer
(281) 675-6102 • Michael.Suttle@cbac.com

Billy Green Jr. | Director of Land Acquisitions & Permitting
(281) 675-6192 • Billy.Green@cbac.com

ChristianBrothersRealEstate.com

© Christian Brothers Automotive 2025

Formal Appeal of P&Z Decision

1 message

Michael Suttle <michael.suttle@cbac.com> Mon, Jan 13, 2025 at 1:26 PM
To: "tim.littlejohn@abilenetx.gov" <tim.littlejohn@abilenetx.gov>

Tim,

Please allow this letter to serve as my formal appeal of the P&Z decision made on Tuesday, January 7, 2025, to reject the spot rezone of the property that Christian Brothers Automotive is pursuing to purchase on Buffalo Gap Road. We were not made aware of the hearing to rezone the site prior to the presentation and as such we do not believe that our business, our scope of services or any material or meaningful information was presented that would have allowed us to accurately reflect the positive and essential services that we intend to provide to the market in Abilene.

Thank you,

Michael Suttle | Chief Development Officer
Christian Brothers Automotive Corporation
17725 Katy Freeway | Suite 200 | Houston, TX 77094
T: (281) 675-6102 C: (713) 702-0103
E: michael.suttle@cbac.com W CBAC.com

Christian Brothers Automotive

#1 in Customer Satisfaction for Aftermarket General Maintenance

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-01

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:	973949	Your Name:	SIVLEY DAVID & JUDY	I am in favor of the request	☐
Requestor's Property Zoning:	GR	Your Property Address:	4064 BAY HILL DR		
Requestor's Proposed Zoning:	GC	Your Parcel ID:	61274	I am opposed to the request	☒

Signature: David & Judy

JAN 8 PM 4:11

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-01

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.

JAN 6 AM 9:54

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	973949	Your Name:	MUSTOE KENT & TARA	I am in favor of the request ☐
Requestor's Property Zoning:	GR	Your Property Address:	6802 HILLSIDE CT	
Requestor's Proposed Zoning:	GC	Your Parcel ID:	996684	I am opposed to the request ☐

Signature:

Kent & Tara Mustoe 1/3/2025

From: **Kevin Halliburton** <kevin@weatherl.net>
Date: Mon, Feb 3, 2025 at 7:08 PM
Subject: [Council] Background Info on P&Z's denial of Rezoning Application Z-2025-01
To: council@abilenetx.gov <council@abilenetx.gov>

Dear Mayor and Council,

I am writing to share the reasoning behind the motion to deny Zoning Request Z-2025-01 at the January 7th Planning and Zoning meeting. The Owner was identified as Pak Harris Enterprises, but the specific business, Christian Brothers Automotive, was not identified or present. In addressing the concerns of the opposing citizens present, the presenting City Planner told the Commissioners that the unidentified automotive service business would not be doing any major or outdoor vehicle repairs. The current General Retail Zoning allows for vehicle repair and maintenance services, so with no clarity about what services triggered the need to rezone to General Commercial, I made a motion to deny that was unanimously approved.

If the item had been structured as a Planned Development District, with specific and limited allowances spelled out, it might have been more supportable, but we had to consider all of the additional uses allowed in General Commercial zoning (see highlighted items in attachment). All of those uses, not just those directly applicable to the current Owner, are permitted (some conditionally) should the business restructure or convey the property to a different Owner, for a different use, at any point; many of those allowed uses are not appropriate in that area. Additionally, the precedent it sets for spot rezoning in general is problematic.

I applaud the proposed business, and am grateful for their intention to relocate to Abilene. They would be an asset to our community, but the interests of nearby property owners may not be fairly protected by the proposed Ordinance as written. Having read the appeal from the January 23rd City Council Meeting, it still sounds like Christian Brothers Automotive intentionally avoids all services that would trigger the need for GC rezoning. Perhaps they clarified something in their presentation that isn't readily apparent in the public documents, but my reservations about wholesale rezoning the property to GC remain, in spite of my desire to support the business involved.

I respect your decision on the matter either way, but wanted to give you more context for the Planning and Zoning opposition to the rezoning request. Thank you for your consideration and generous service to our community.

Kevin Halliburton, **AIA**
Mobile: 325-XXX-XXXX

ZONING REQUEST

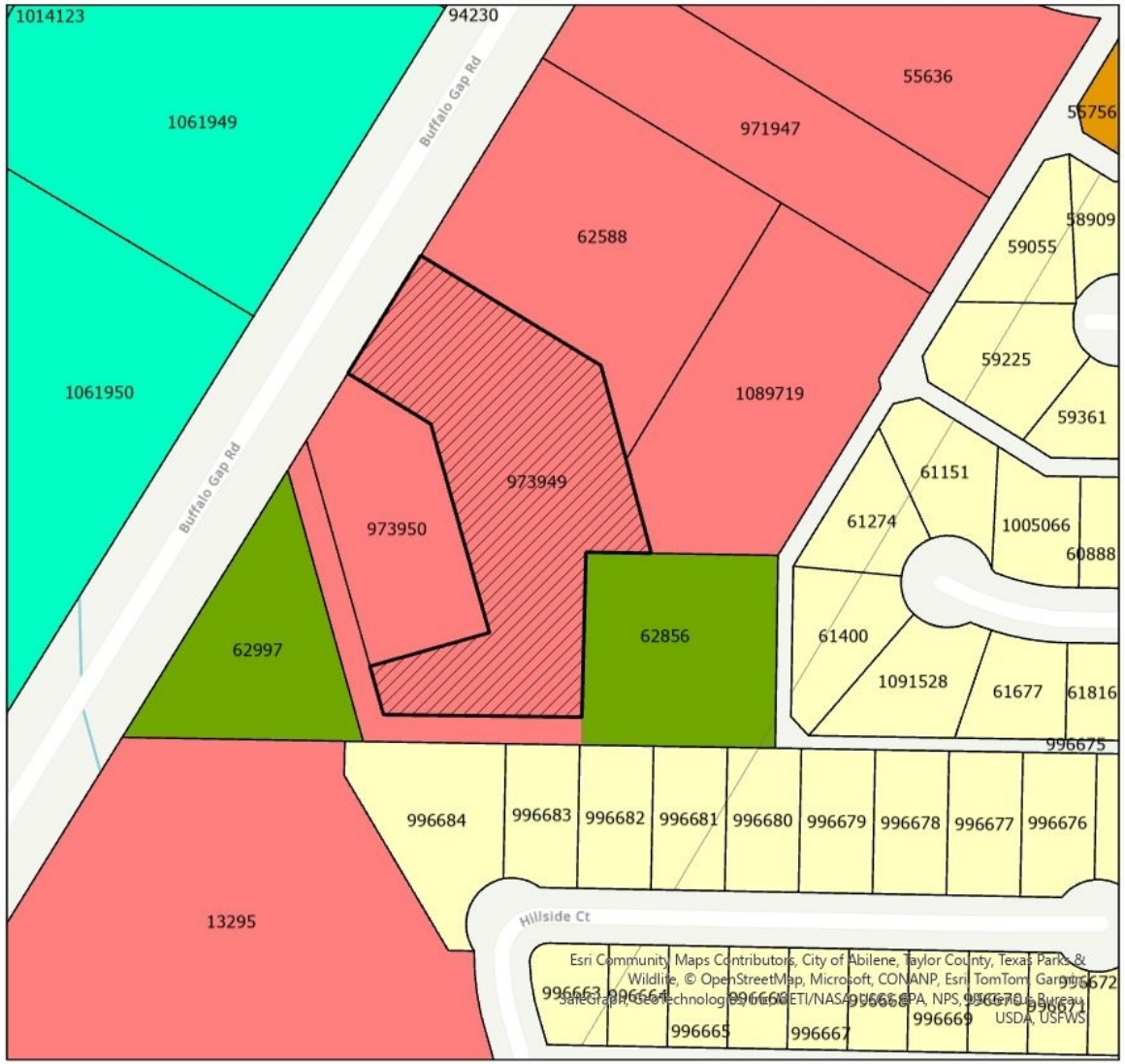
Case:	Z-2025-01
Agent:	Z & Co., LLC
Owner:	Pak Harris Enterprises
Requests:	Change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC).
Location:	6600 block of Buffalo Gap Road
Notification:	0 in Favor, 2 in Opposition
Planning & Zoning:	January 7, 2025
Council Hearing:	January 23, 2025
	February 13, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

- Z-2025-01
- Zoning District
- PD (Planned Development)
- PD (Planned Development)
- GR (General Retail)
- GR (General Retail)
- NR (Neighborhood Retail)
- NR (Neighborhood Retail)
- MD (Residential - Medium Density)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- AO (Agricultural Open)

CITY OF ABILENE TEXAS

USES IN GENERAL RETAIL 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**

CITY OF ABILENE TEXAS

USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
C	Mobile Home or Temporary Building (office for sales and service)
P	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School
P	University/College

SERVICE:

P/C	Automobile Wash
C	Contractor Services
P	Funeral Home/ Mortuary/Morgue
C	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Repair and Maintenance Services (outdoors)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

C	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
C	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

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**
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CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

0- In Favor-

2- Opposed-

7.12% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The request is consistent with:

- The *Comprehensive Plan;*
- The surrounding uses and zoning;
- Generally accepted planning principles; and
- The Criteria for Approval in the LDC.

Staff recommends : **Approval**

Planning and Zoning Commission Recommendation:

Denial

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **20. Ordinance (Final Reading) Z-2025-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Central Business (CB) to A Planned Development District (PDD-192), Located At 1066 S. 2nd Street *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to Rezone approximately 0.48 acres from Central Business (CB) to a Planned Development District (PDD-192). The purpose of this request is to allow a distillery within Central Business (CB) zoning.

SPECIAL CONSIDERATIONS

The subject property was annexed within the Original Town of Abilene in 1895. The property has been part of the Central Business area since zoning adoption. The property has had many uses over its time, with the most recent use being a night club.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to the Operation Plan prepared by the applicant.

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. operation plan
5. 234 Chestnut St.
6. 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 23rd day of January, 2025.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 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 13th day of February, 2025, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of February, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Central Business (CB) zoning to a Planned Development District (PDD-192) subject to the requirements set out in Exhibit B.

Legal description being Original Town Abilene, Block 11, Lots 13-15, Abilene, Taylor County, Texas.

Located at 1066 S. 2nd Street.

ORDINANCE NO. _____

EXHIBIT B

Purpose: The purpose of the Planned Development District (PDD) is to allow for uses permitted within Central Business (CB) zoning, whether by right or requiring a Conditional Use Permit, as well as a Distillery.

Specific Modifications: This Planned Development shall be subject to the requirements of the Central Business (CB) zoning district, except as modified below:

a. The use of a Distillery, classified as manufacturing (light) (per Land Development Code), is permitted by right
b. All uses ordinarily requiring a Conditional Use Permit to remain as such.
c. The use of the site as a distillery subject to conformance with the Operation Plan attached as **Exhibit C.**

EXHIBIT C

BELT BUCKLE
Distillery
ABILENE, TEXAS

West Texas Spirits, LLC

1541 North 4th Street
Abilene, Texas 79601

The following information is provided to the City of Abilene to satisfy the request for an Operations Plan for Belt Buckle Distillery's location at 1082 to 1066 South 2nd Street. Downtown South property ID number **67006** includes lots **13-1(5)**.

West Texas Spirits, LLC is an Abilene-owned and Abilene-based company; registered and licensed for operations by the U.S. Treasury Department (TTB) and the Texas Alcoholic and Beverage Commission (TABC).

Belt Buckle Distillery is Abilene's first and this region's only registered distillery.

Our Business

In considering the proposed business location, the City of Abilene is requested to study Belt Buckle Distillery's performance record at its previous location at 630 N. 5th Street. That location required a duplicate request for required zoning change and yields for the City's analysis a model business operation from 2019 through December of 2023. Belt

Buckle Distillery will execute identical operations, in all aspects, at the South 2nd business location.

West Texas Spirits, LLC, the Distillery's owners, now calls to the attention of the city the reasons for moving from its previous address to the South 2nd location.

Though the business enjoyed an exceptional hospitality facility, the focus of the business has always been the manufacturing and sales of its produced spirits. Hospitality will continue to be a key feature of operations at the new location; however, an expanded production facility will allow dramatic increases in production for our distributor, Ben E. Keith Beverages. Further, the new location will facilitate an expansion of hospitality services in a historic, dedicated site that will enhance the area, be fully integrated into Abilene's tourism and hospitality industry. The new site will also offer capabilities of expanding in-house rectification and distillation processes that were impossible at the previous location.

With the appropriate zoning change from **CB** to **PD**, the South 2nd location offers new opportunity for Downtown Abilene, community enhancement and economic development.

Facilities and Improvements

The South 2nd location will be bifurcated into two distinct operations.

1066 South 2nd Street, a single-story building on the property's east side, is the dedicated Belt Buckle Distillery production facility. This single-story building is ideally formatted for production with full access to adequate City water lines for Belt Buckle Distillery's **required** water sprinkler fire suppression system.

1082 South 2nd Street, the three-story historic building on the property's west side, is Belt Buckle Distillery's hospitality facility. Constructed by the Independent Order of Odd Fellows before 1920, the historically significant building will host Belt Buckle's popular Tasting Room on the first floor, meeting and activity areas on the second floor and administrative areas on the third floor.

In addition to enhancing the utility of all levels of the IOOF-Carpenter Building, significant improvement of the historic building's décor and attraction will create increased visitation by tourists to Abilene, increase regular utilization by community-based organizations and enhance perceptions of positive development in a historically under-frequented business area.

The building has been employed continuously as a bar/club venue since the early 1970s.

Belt Buckle Distillery's acquisition, rehabilitation and repurposing of the property will be an emphatic improvement to this area.

Operations Plan

Production activities will occur at the 1066 South 2nd property on a daily basis. The nature of those production activities will not be visible outside the facility; in fact, there has been, historically, no evidence of production activity to anyone outside the walls of Belt Buckle Distillery.

Operations at Belt Buckle Distillery has never been intentionally inconspicuous. That is simply the nature of our business and the distillery's production processes.

Primary permitted production activities are referred to as "**Rectifying**"; that is, the mixing, dilution, blending and re-distilling of spirits. The other production activity will be primary and secondary "**Distilling**" of spirits. These processes include the fermentation of grains or juices followed by distillation to create products for either barrel aging or immediate dilution, bottling and packaging for licensed sales.

These production processes are skilled and labor-intense, however only require a handful (2 to 4) of trained professionals to ensure quality and product consistency.

It is imperative to emphasize that these processes are non-intrusive; segregated from neighboring businesses and totally compatible with existing neighborhood business.

Additionally, per discussions with the City of Abilene's Environmental Lab Program, there is keen awareness of regulations and specific discharge limitations. There is no anticipation of current or future concerns for such discharge issues. The Department has been informed that they will be aware of operations via regular updates and required reports.

When orders made by Ben E. Keith Beverages have been fulfilled, their staff drives to our facility in vans or mid-sized delivery vehicles and execute pick-up of cardboard-encased product. These product pick-ups are hand-stacked and managed without need for heavy transport, though this is an option for certain deliveries.

Ben E. Keith then facilitates delivery to package stores and secondary retailers.

Belt Buckle Distillery can, by Texas law, only sell its bottled products directly to customers who come to our Tasting Room. This is accomplished at the rate of four bottles per customer per month, certified by detailed documentation reviewed by TABC.

Tasting Room Operation

Belt Buckle Distillery's Tasting Room will rapidly become a tourism attraction for Abilene and a popular attraction for locals.

Though business hours may expand in the future, initial hours of operation for the Tasting Room will be Wednesday, Thursday and Friday from 4PM till 9PM and Saturdays from 2PM till 11PM. No bottle sales are permitted by Texas law after 9PM.

Unlike the dance halls, clubs and bars that defined the historic use of 1082 S. 2nd Street, Belt Buckle Distillery's Tasting Room is a marketing facility for the Distillery; a relaxed, low-key classic environment to enjoy Belt Buckle Distillery product, enjoy good company and great background music.

A further distinction of the Tasting Room operation is the fact that by Texas law, Belt Buckle Distillery can only sell products, including all mixed beverages, which Belt Buckle Distillery manufactures in-house.

Belt Buckle Distillery has established a tradition of quality, hospitality and a "Friendly Frontier" environment that is highly anticipated as we approach re-opening.

This outstanding location will attract audiences of both visitors and natives, who will discover this much-appreciated time-machine in the heart of Abilene.

1082 – 1066 South 2nd Street

END

ZONING CASE Z-2025-02 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Read: January 23, 2025
City Council 2nd Read: February 13, 2025

Applicant
Owner: Loyd Ivester

Case Manager
Mason Teegardin – Planner

Request
Rezone approximately 0.48 acres from Central Business (CB) to a Planned Development District (PDD-192).The purpose of this request is to allow a distillery within Central Business (CB) zoning.

Location
The subject property is located at 1066 S. 2nd Street. Legal description being Original Town Abilene, Block 11, Lots 13-15, Abilene, Taylor County, Texas.

Background
The subject property was annexed within the Original Town of Abilene in 1895. The property has been part of the Central Business area since zoning adoption. The property has had many uses over its time, with the most recent use being a night club.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	CB	Vacant lots, photography studio
East	CB	Parking lot
South	CB	Auto parts store
West	CB	Offices

Site Plan
As permitted by the LDC, the Planning Director determined that a site plan was not required in support of this request because site improvements are not proposed. The applicant will utilize the subject property as is and will only make improvements to the interior of the existing building.

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

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The Future Land Use Map recommends Central Business District. The proposed use is generally consistent with the Comprehensive Plan and with the historic use of the site for light industrial and heavy commercial uses.

(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 use is consistent with the general of uses surrounding the subject 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.
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.

Planning and Zoning Commission Recommendation

P&Z recommends **approval** subject to the Operation Plan prepared by the applicant.

Attachments

- Proposed PDD Ordinance
- Application
- Operation Plan
- Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 20, 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:

PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
BIXBY BRUCE TRUSTEE	67655	160 CHESTNUT ST	
BROWNING CADE W	66654	1089 S 1ST ST	
BROWNING CADE W	1079210	1073 S 1ST ST	
BUTMAN STEVEN & WILMA	66300	1065 S 1ST ST	
CITY OF ABILENE	15941		**N/A**
CITY OF ABILENE	15821		**N/A**
FAB PROPERTIES INC	69998	233 SYCAMORE ST	
FAB PROPERTIES INC	69998	1065 S 2ND ST	
GOOD THINGS BAKERY LLC	66052	1041 S 1ST ST	
HERMOSILLO JESSE & GLORIA	68639	228 CHESTNUT ST	
HILL RESOURCES INC	94835	234 CHESTNUT ST	**F**
HINDS SQUARE ABILENE LP	67770	100 CHESTNUT ST	
HOEMKE PROPERTY LLC	103730	1149 S 1ST ST	
ISLAS GUADALUPE	14850	102 SYCAMORE ST	
IVESTER LOYD	67006	1082 S 2ND ST	
IVESTER LOYD	67006	1066 S 2ND ST	
IVESTER LOYD	67006	141 SYCAMORE ST	
OGLESBY LINDA C	15574	1144 S 2ND ST	
REYES SAM	68523	202 CHESTNUT ST	
WOODRIDGE INVESTMENTS LP	14997	1109 S 1ST ST	
WOODRIDGE INVESTMENTS LP	15700	140 SYCAMORE ST	

NOTIFICATION MAP

LOCATION MAP

ZONING MAP

S 1ST ST
PINE ST
Sycamore St
Chestnut St
SYCAMORE ST
CHESTNUT ST
S 2ND ST
103730
14997
14850
66654
1079210
66300
66052
67770
15700
15574
67006
67655
15821
69998
68523
68539
94835
70112
15941
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
N
W
E
S
Legend
Z-2025-02
Courier Parcels
CB (Central Business)
Arterial
Collector
0.01
Miles

2024 Development Application

PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment
- Rezoning
- Easement Release
- Plats
- Petition for Relief
- Board of Adjustments (Variance, Special Exception)
- Other

2024 Development Application

DOCUMENTS & MAPS

Reports, Plans, Ordinances, Maps, and other documents are often available on the City's website (https://www.abilenetx.gov) at no charge. Copies of these will be provided at the reproduction cost, currently 10 cents per page for black and white copies and $1 per page for color copies. In addition, any other actual materials costs will be assessed.

Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of $25 per hour, plus the cost of reproduction and/or materials.

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

Projects located within the designated "Neighborhood Empowerment Zone" will have fees waived in accordance with the City's Land Development Code. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

- Prior to submittal, we strongly recommend setting up and attending a pre-submittal meeting.
- **INCOMPLETE APPLICATIONS AND SUBMITIALS WILL BE REJECTED** or will be returned; an application may be deemed incomplete after initial staff review.
- Please refer to the Land Development Code online Part III Appendix A for questions or concerns in respect to site development and development standards. https://library.municode.com/tx/abilene/codes/code_of_ordinances?nodeId=PTIIIAPANDECO
- Plans for Conditional Use, Special Exceptions, Rezoning, Variance and Planned Development District Amendment shall be on 8.5" x 11" paper with one (1) copy.
- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.
- PDF copies can be emailed to planning@abilenetx.gov
- If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of re-notifications and re-posting of notice.
- All other questions may be directed to the following:

Planning and Development Services Department
555 Walnut Street, Suite 100
325.676.6237
planning@abilenetx.gov

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

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

Fees can be paid online with credit card.

See RECORDING FEES for actual filing costs with Taylor County Clerk's Office. Thoroughfare Abandonment Fee 10% of the calculated land value of the ROW area to be abandoned, based on the average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is $1,500. *Any portion over the minimum fee is refundable if the abandonment is not approved.*

2024 Development Application

PLANNING & ZONING COMMISSION

The members of the Planning & Zoning Commission (also referred to as the Commission) are appointed by the City Council. In making appointments to the Commission, the City Council shall seek to ensure broad representation and expertise among the membership.

According to Section 1.1.3.3. Powers & Duties, of the City of Abilene Land Development Code (LDC), the Planning and Zoning Commission shall:

1. Make recommendations on a Comprehensive Plan or amendments thereto related to the physical development, growth, improvement, and beautification of the City.
2. Make recommendations on other types of City plans that are related to the physical development, growth, improvement, and beautification of the City, including Neighborhood Plans and Corridor Plans.
3. Recommend to the City Council approval or denial of proposed changes in the zoning districts and/or ordinance.
4. Approve or disapprove the platting or subdividing of land within the corporate limits of the City and within adjacent areas as permitted by law.
5. Recommend to the City Council approval or disapproval of requests for street name changes and street closures within the corporate limits of the City.
6. Submit annually to the City Manager, not less than ninety (90) business days prior to the beginning of the budget year, a list of recommended capital improvements, if any, which in the opinion of the Commission, are necessary or desirable during the forthcoming five (5) year period.
7. Recommend to the City Council approval or disapproval of plans for housing clearance, public housing, and urban redevelopment and renewal projects.
8. Perform such additional duties and exercise such additional powers as may be prescribed by ordinance not inconsistent with the provisions of the City Charter.
9. Advise the City Council on applications and petitions for legislative decisions as authorized by the Land Development Code, such as:
    a. Petition for amending the Comprehensive Plan;
    b. Petition for a zoning map amendment, including a petition for creation of an overlay district, Conditional Use Permit (CUP), or Planned Development (PD) district;
    c. Amendments to the text of the Land Development Code (LDC) as authorized by City Charter; and
    d. Others as assigned by City Council.

The Planning and Zoning Commission shall finally decide appeals filed in accordance with Article 3 of the Land Development Code (Relief Procedures). Also, the Commission shall finally decide the following petitions for relief:

1. The Planning and Zoning Commission shall finally decide any variance petition on an application for a Preliminary Plat, Final Plat or replat, except when such variance is for relief from a dedication or construction requirement, in which case Section 1.1.4.3 shall apply; and
2. The Planning and Zoning Commission shall initially decide any vested rights petition for any decision for which it is the initial decision-maker.

2024 Development Application

2024 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1ST READING	CITY COUNCIL 2ND READING ***
9-NOV-23	28-NOV-23	2-JAN-24	25-JAN-24	8-FEB-24
15-DEC-23	2-JAN-24	6-FEB-24	22-FEB-24	14-MAR-24
12-JAN-24	30-JAN-24	5-MAR-24	28-MAR-24	11-APR-24
9-FEB-24	27-FEB-24	2-APR-24	25-APR-24	9-MAY-24
15-MAR-24	2-APR-24	7-MAY-24	23-MAY-24	13-JUNE-24
12-APR-24	30-APR-24	4-JUNE-24	27-JUNE-24	11-JULY-24
10-MAY-24	28-MAY-24	2-JULY-24	25-JULY-24	8-AUG-24
14-JUNE-24	2-JUNE-24	6-AUG-24	22-AUG-24	12-SEP-24
12-JULY-24	30-JUNE-24	3-SEP-24	26-SEP-24	3-OCT-24
9-AUG-24	27-AUG-24	1-OCT-24	24-OCT-24	7-NOV-24
13-SEP-24	1-OCT-24	5-NOV-24	21-NOV-24	5-DEC-24
11-OCT-24	29-OCT-24	3-DEC-24	19-DEC-24	9-JAN-25
15-NOV-24	3-DEC-24	7-JAN-25	23-JAN-25	13-FEB-25
13-DEC-24	30-DEC-24	4-FEB-25	27-FEB-25	13-MAR-25

***These meetings require public hearings and the applicant or a representative must be present.

2024 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
5-DEC-23	9-JAN-24
9-JAN-24	13-FEB-24
6-FEB-24	12-MAR-24
5-MAR-24	9-APR-24
9-APR-24	14-MAY-24
7-MAY-24	11-JUNE-24
4-JUNE-24	9-JULY-24
9-JULY-24	13-AUG-24
6-AUG-24	10-SEP-24
3-SEP-24	8-OCT-24
8-OCT-24	12-NOV-24
5-NOV-24	10-DEC-24
9-DEC-24	14-JAN-25
7-JAN-25	11-FEB-25

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: WEST TEXAS SPIRITS, LLC dba BELT BUCKLE DISTILLERY
Address: 1066 S 2ND Street Number of Lots: LOTS 13-15 Acreage: .482 Acres
Legal Description: OT ABILENE TIF #1, BLOCK 11, LOT LT 13-15
Subdivision Name: Old Town Abilene Block: 11 Lot: 13-15
Current Zoning: CB Proposed Zoning (if applicable): PD or LI

OWNER AND AUTHORIZATION

Owner Name: IVESTER, LOYD
Address: 1083 N. JUDGE ELY BLVD.
City, State, Zip: ABILENE, TX 79601 Fax:
Phone: Email:
Agent Name:
Address:
City, State, Zip: Fax:
Phone: Email:

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

Signature of Owner: Date:

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

OPERATING A DISTILLERY IN ABILENE REQUIRES A LI (LIGHT INDUSTRIAL) OR A PD ZONE DESIGNATION. THIS ZONE CHANGE IS CONSISTANT WITH HISTORIC AND EXISTING BUSINESS IN THE CONTIGUOUS AREA/NEIGHBORHOOD AND POSES NO ANOMOLOUS INTRUSIONS. BY CURRENT ZONING CODE, A CHANGE MUST BE IMPLEMENTED.

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?

THE REQUESTED TRANSITION OF THE SOUTH 2ND ST. PROPERTY IS CONSISTANT WITH THE COMMERCIAL PROPERTY CLASSIFICATIONS ADOPTED IN THE COMPREHENSIVE PLAN AND . COMPATIBLE WITH THE CURRENT AND FUTURE DEVELOPMENT OF THIS AREA.

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?

THE STANDARDS ARE APPLICABLE.

THE APPLICANT'S PROPOSED BUSINESS OPERATION CAN BE EASILY CHECKED BY BELT BUCKLE DISTILLERY'S PREVIOUS FOUR YEARS OF COMPLEMENTARY OPERATIONS IN DOWNTOWN ABILENE. PERFORMANCE RECORDS ARE PERFECT AND WILL CONTINUE TO ENHANCE DOWNTOWN.

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?

THE PROPOSED CHANGE IS IN AGREEMENT WITH ALL EXISTING CITY INFRASTRUCTURE, PUBLIC SERVICES AND UTILITIES ARE IN THE AREA. MANUFACTURERS HAVE CONDUCTED MORE ACTIVE PRODUCTION FACILITIES WITHIN BLOCKS OF THIS PROPOSED S. 2ND LOCATION. THIS WILL BE MORE CONSISTANT WITH AND ENHANCE EXISTING BUSINESS.

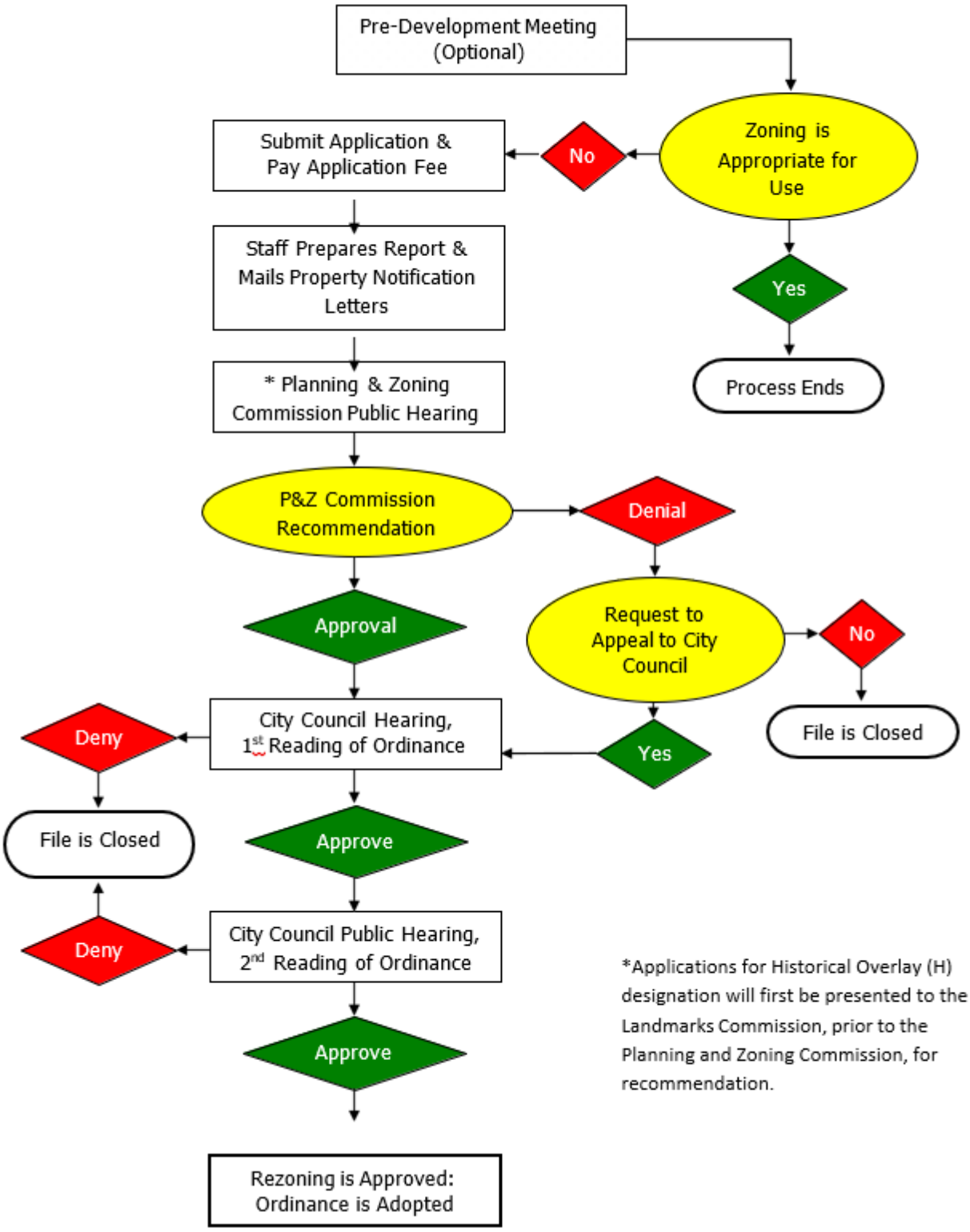
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

NO. THIS REQUEST IS TOTALLY COMPATIBLE.

Other Required Forms - Disclosure of Interest (See Attached)

2024 Development Application

Zoning • Conditional Use • PDD Amendment • Street Name Change • Thoroughfare Abandonment Flowchart



*Applications for Historical Overlay (H) designation will first be presented to the Landmarks Commission, prior to the Planning and Zoning Commission, for recommendation.

2024 Development Application

Plats and Other Submittals Page 1 of 1

Submittal

- ☐ Preliminary Plat/Replat
- ☐ Final Plat/Replat
- ☐ Combination Preliminary & Final Plat*
- ☐ Amended Plat
- ☐ Minor Plat/Replat
- ☐ Development Plat
- ☐ Civil Plans
- ☐ Site Plan/Revised Site Plan
- ☐ Landscape Plan
- ☐ Tree Preservation
- ☐ Lighting Plan
- ☐ Concept Plan

**Prior approval required*

Submittal Type

☑ Pre-Submittal: all required documents are present, excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Abilene.

☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number. .482 acre(s)

Fees

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

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

Fees can be paid online with credit card.

The application fee of $_____, to be paid to the City of Abilene within five (5) days of being accepted.

NOTE: *Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.*

Submittals

- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.

Other Required Forms - Disclosure of Interest, Owner Authorization (See Attached)

2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: _____
Zoning Classification(s): _____ Total Number of Lots: _____
Location: _____

Property Owner Information & Authorization

Name/Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

Project Representation (check one):

☐ I will represent the application myself; OR

☐ I hereby designate_____ (*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: _____ Date: _____

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: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____

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.

_____

_____

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

_____

_____

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)*: LARRY C. SANDERS, CFO of WEST TEXAS SPIRITS, LLC & authorized agent for H&R TEXAS VENTURES, LLC

Property Owner ☐ Project Representative X

Signature of Certifying Person: _____

*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

2024 Development Application

BOARD OF ADJUSTMENT

The Board of Adjustment is organized to have all the powers and authority as set forth in the Charter of the City of Abilene, Texas, and as authorized by Chapter 211 of the Texas Local Government Code.

The Board of Adjustment has authority of applications to decide the following types of applications:

1. An application for a Special Exception pursuant to Section 1.4.4.1;
2. An application for a Variance pursuant to Section 1.4.4.2;
3. A sign permit or an interpretation of Sign Regulations related to development within the City limits (refer to Chapter 4, Article 1, Division 3, Section 4.1.3.6 or Chapter 4, Article 2, Division 8, respectively); and
4. An application for a change in the status of a non-conformity pursuant to Section 1.4.4.3.

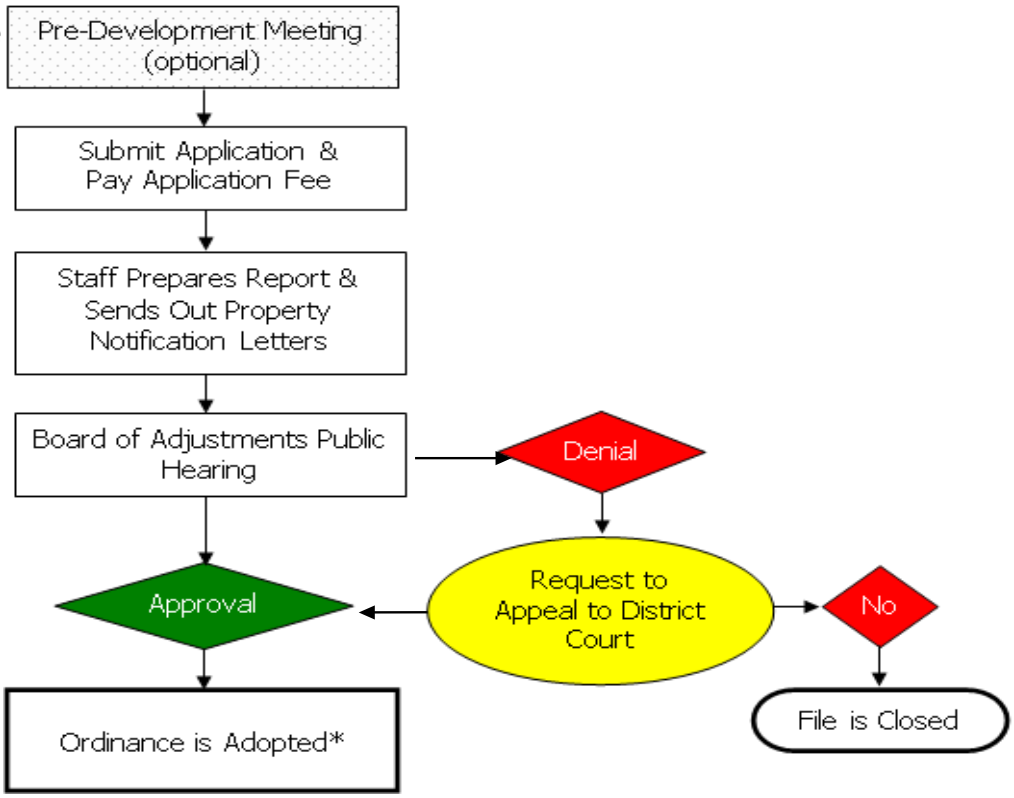
The Board of Adjustment shall finally decide appeals on the following matters of an appeal of any official's interpretation of the requirements of Chapters 2 or 4 of this LDC in which the requirement applies to development within the City limits of Abilene, unless a separate appeals process is otherwise defined within this LDC.

The authority delegated to the Board of Adjustment under this Land Development Code shall not be construed to affect any of the following:

1. Approval of a petition for a zoning map amendment;
2. Approval of a Conditional Use Permit; and
3. Authorization of a use not authorized in the zoning district in which the applicant's property is located, except to the extent necessary to decide a special exception or a petition for a change in status of a non-conformity.

Also, the Board of Adjustment shall not render any decision on an application, appeal or relief petition while a petition for a zoning amendment, application for a Conditional Use Permit, or plat application for the same land is pending and until such petition or application has been finally decided pursuant to procedures in Chapter 1 of the LDC.

Special Exception & Variance Flowchart



*If the request is approved, the owner or agent will have 180 days from the hearing date to obtain a building permit, if one is required.

2024 Development Application

Special Exception & Variance

Please answer these questions in order to assist Staff with the processing of your Special Exception or Variance request. Please use additional sheet(s), if necessary.

1. Fully describe the unique circumstances or peculiarities of the land or improvements in question that do not allow the desired use to conform to the provisions in the Ordinance and the intent.

2. Are there other locations on the property that could accommodate the use while still complying with the Ordinance and, if so, why have you chosen the proposed location?

NONE

2024 Development Application

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

DATE: _____

2024 Development Application

THE STATE OF TEXAS)

)

COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) * concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of _____, 20____

*(cross out the inapplicable phrase)

West Texas Spirits, LLC

1541 North 4th Street
Abilene, Texas 79601

The following information is provided to the City of Abilene to satisfy the request for an Operations Plan for Belt Buckle Distillery's location at 1082 to 1066 South 2nd Street. Downtown South property ID number **67006** includes lots **13-16**.

West Texas Spirits, LLC is an Abilene-owned and Abilene-based company; registered and licensed for operations by the U.S. Treasury Department (TTB) and the Texas Alcoholic and Beverage Commission (TABC).

Belt Buckle Distillery is Abilene's first and this region's only registered distillery.

Our Business

In considering the proposed business location, the City of Abilene is requested to study Belt Buckle Distillery's performance record at its previous location at 630 N. 5th Street. That location required a duplicate request for required zoning change and yields for the City's analysis a model business operation from 2019 through December of 2023. Belt Buckle Distillery will execute identical operations, in all aspects, at the South 2nd business location.

West Texas Spirits, LLC, the Distillery's owners, now calls to the attention of the city the reasons for moving from its previous address to the South 2nd location.

Though the business enjoyed an exceptional hospitality facility, the focus of the business has always been the manufacturing and sales of its produced spirits. Hospitality will continue to be a key feature of operations at the new location; however, an expanded production facility will allow dramatic increases in production for our distributor, Ben E. Keith Beverages. Further, the new location will facilitate an expansion of hospitality services in a historic, dedicated site that will enhance the area, be fully integrated into Abilene's tourism and hospitality industry. The new site will also offer capabilities of expanding in-house rectification and distillation processes that were impossible at the previous location.

With the appropriate zoning change from **CB** to **PD**, the South 2nd location offers new opportunity for Downtown Abilene, community enhancement and economic development.

Facilities and Improvements

The South 2nd location will be bifurcated into two distinct operations.

1066 South 2nd Street, a single-story building on the property's east side, is the dedicated Belt Buckle Distillery production facility. This single-story building is ideally formatted for production with full access to adequate City water lines for Belt Buckle Distillery's **required** water sprinkler fire suppression system.

1082 South 2nd Street, the three-story historic building on the property's west side, is Belt Buckle Distillery's hospitality facility. Constructed by the Independent Order of Odd Fellows before 1920, the historically-significant building will host Belt Buckle's popular Tasting Room on the first floor, meeting and activity areas on the second floor and administrative areas on the third floor.

In addition to enhancing the utility of all levels of the IOOF-Carpenter Building, significant improvement of the historic building's décor and attraction will create increased visitation by tourists to Abilene, increase regular utilization by community-based organizations and enhance perceptions of positive development in a historically under-frequented business area.

The building has been employed continuously as a bar/club venue since the early 1970s.

Belt Buckle Distillery's acquisition, rehabilitation and repurposing of the property will be an emphatic improvement to this area.

Operations Plan

Production activities will occur at the 1066 South 2nd property on a daily basis. The nature of those production activities will not be visible outside the facility; in fact, there has been, historically, no evidence of production activity to anyone outside the walls of Belt Buckle Distillery.

Operations at Belt Buckle Distillery has never been intentionally inconspicuous. That is simply the nature of our business and the distillery's production processes.

Primary permitted production activities are referred to as "**Rectifying**"; that is, the mixing, dilution, blending and re-distilling of spirits. The other production activity will

be primary and secondary "**Distilling**" of spirits. These processes include the fermentation of grains or juices followed by distillation to create products for either barrel aging or immediate dilution, bottling and packaging for licensed sales.

These production processes are skilled and labor-intense, however only require a handful (2 to 4) of trained professionals to ensure quality and product consistency.

It is imperative to emphasize that these processes are non-intrusive; segregated from neighboring businesses and totally compatible with existing neighborhood business.

Additionally, per discussions with the City of Abilene's Environmental Lab Program, there is keen awareness of regulations and specific discharge limitations. There is no anticipation of current or future concerns for such discharge issues. The Department has been informed that they will be aware of operations via regular updates and required reports.

When orders made by Ben E. Keith Beverages have been fulfilled, their staff drives to our facility in vans or mid-sized delivery vehicles and execute pick-up of cardboard-encased product. These product pick-ups are hand-stacked and managed without need for heavy transport, though this is an option for certain deliveries.

Ben E. Keith then facilitates delivery to package stores and secondary retailers.

Belt Buckle Distillery can, by Texas law, only sell its bottled products directly to customers who come to our Tasting Room. This is accomplished at the rate of four bottles per customer per month, certified by detailed documentation reviewed by TABC.

Tasting Room Operation

Belt Buckle Distillery's Tasting Room will rapidly become a tourism attraction for Abilene and a popular attraction for locals.

Though business hours may expand in the future, initial hours of operation for the Tasting Room will be Wednesday, Thursday and Friday from 4PM till 9PM and Saturdays from 2PM till 11PM. No bottle sales are permitted by Texas law after 9PM.

Unlike the dance halls, clubs and bars that defined the historic use of 1082 S. 2nd Street, Belt Buckle Distillery's Tasting Room is a marketing facility for the Distillery; a relaxed, low-key classic environment to enjoy Belt Buckle Distillery product, enjoy good company and great background music.

A further distinction of the Tasting Room operation is the fact that by Texas law, Belt Buckle Distillery can only sell products, including all mixed beverages, which Belt Buckle Distillery manufactures in-house.

Belt Buckle Distillery has established a tradition of quality, hospitality and a “Friendly Frontier” environment that is highly anticipated as we approach re-opening.

This outstanding location will attract audiences of both visitors and natives, who will discover this much-appreciated time-machine in the heart of Abilene.

1082 – 1066 South 2nd Street

ZONING NOTIFICATION RESPONSE FORM CASE : Z-2025-02

You may indicate your position on the zone 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 Property Zoning:	CB	Your Name:	HILL RESOURCES INC	I am in favor of the request	☒
Requestor's Proposed Zoning:	PDD-192	Your Property Address:	234 CHESTNUT ST		
Requestor's Parcel ID:	67006	Your Parcel ID:	94835	I am opposed to the request	☐

Signature:

Larry L. Hill

JAN 2 AM10:49

REZONE REQUEST

Case: Z-2025-02

Owner: Loyd Ivester

Request: Rezone approximately 0.48 acres from Central Business (CB) to a Planned Development District (PDD-192).The purpose of this request is to allow for a distillery within Central Business (CB) zoning.

Location: 1066 S. 2nd Street

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: January 7, 2025

Council Hearing: January 23, 2025

February 13, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

N
W E
S

Legend

- Z-2025-02
- Courier Parcels
- Arterial
- Collector

0.01 Miles

CITY OF ABILENE TEXAS

ZONING MAP

N
W E
S

Legend

- Z-2025-02
- Courier Parcels
- CB (Central Business)
- Arterial
- Collector

0.01 Miles

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN CENTRAL BUSINESS ZONING

RESIDENTIAL USES:

P	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Institutional
P	Dwelling – Multiple-Family
P	Dwelling – Single-Family Detached
P	Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P/C	Day Care Operation – Home-Based
C	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Fuel Sales
P	Garage Sale
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	Subdivision Sales Office (Temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School
P	University/College

SERVICE:

P	Funeral Home/ Mortuary/Morgue
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Storage - Self-Service Units
C	Tattoo Parlor*
P	Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – RETAIL USES:

P	ATM's, Self-Serve Kiosks, and Similar Facilities
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)

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

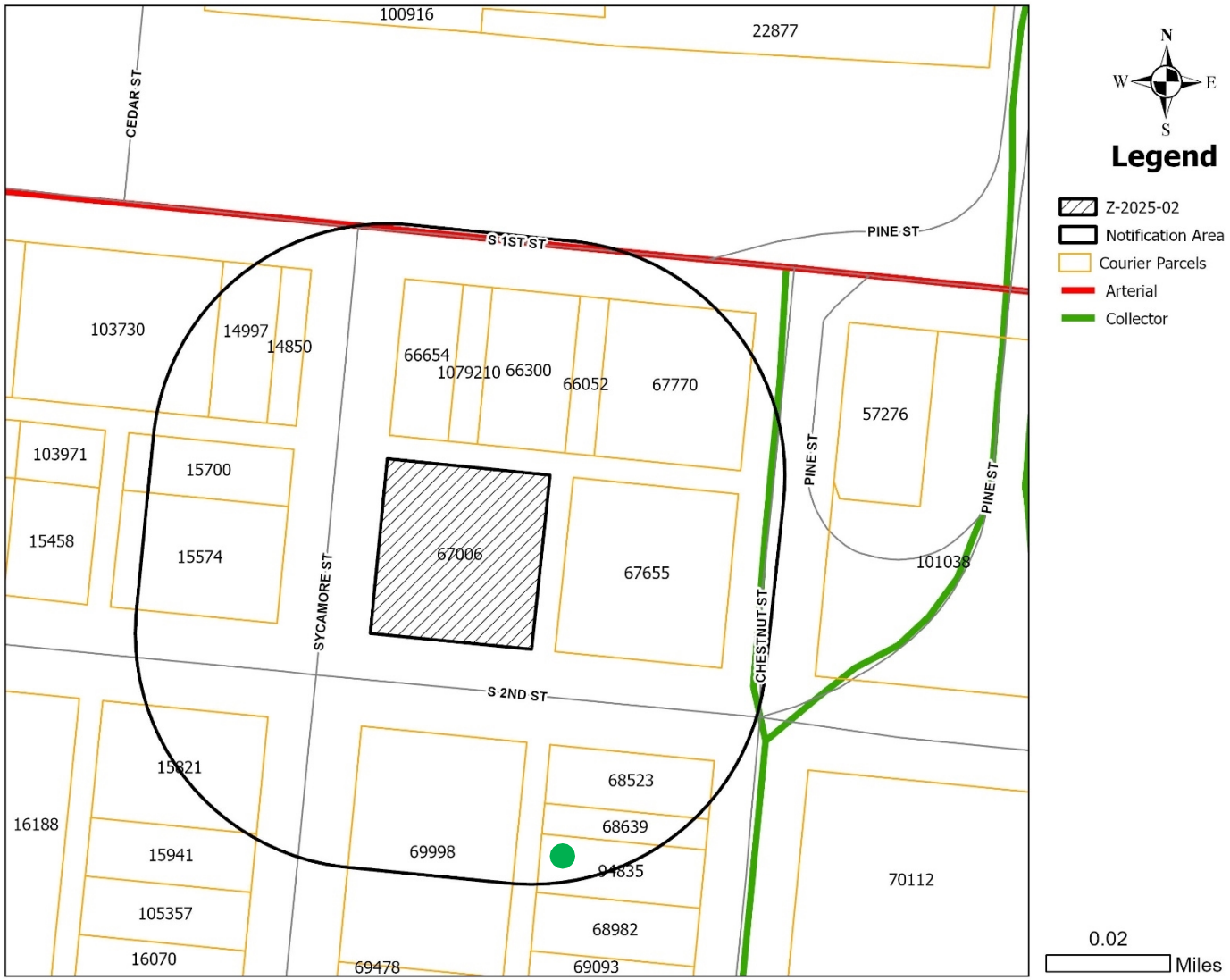
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Public Utility Facility

CITY OF ABILENE TEXAS

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



1 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed 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** subject to the Operation Plan submitted by the applicant.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **21. 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
13. Violation of Laws Against City

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)
D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendments to the Amended and Restated Tax Abatement Agreements with Lancium *(Robert Hanna)***

GENERAL INFORMATION

More information will be provided at the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 2/13/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **23.**

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

- **Board of Adjustment**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 13th day of February, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Board of Adjustment	
Ken Hogan [Alternate] [New]	November 2026

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

- Board of Adjustment
  - Ken Hogan [Alternate] [New]

CITY OF ABILENE TEXAS