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 27, 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. Deputy Mayor Pro-tem Travis Craver

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Michael Baird - 30 Years - Police Department
- Stephen Hughes - 30 Years - Fire Department

3. **Proclamation:**

- Black History Month

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.

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 13, 2025 ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Purchase of Chairs for the Convention Center from MityLite Inc. ***(Marjorie Knight)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of an Aqua Wash Press Unit from Parkson Corporation for the Hamby Water Reclamation Facility ***(Rodney Taylor)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the purchase of seven (7) 2025 Ford Escapes from Arrow Ford through bid received from CB-2512 for the Police Department and Planning Services **(*Don Green*)**

8. **Resolution**: Receive a Report, Hold a Discussion and Take Action to Execute Professional Services Contracts with West Texas Occupational Corporate Health Solutions (WTX-OCHS) and Screening For Life to Conduct Annual Medical Physicals for Employees of the Abilene Fire Department (AFD) ***(Cande Flores)***.

9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Amending Resolution 21-2025 in Support for OPG Cypress Partners LLC Supporting their Proposed Project on 301 Cypress St. ***(Tim Littlejohn)***

10. **Ordinance (First Reading) CUP-2025-03:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.9 Acres to Allow for Contractor Services within General Commercial (GC) Zoning, Located at 625 ES 11th Street ***(Tim Littlejohn)***

11. **Ordinance (First Reading) CUP-2025-04:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Precision Contractors, to Apply a Conditional Use Permit to Approximately 1.81 Acres Zoned General Commercial to Allow Freight containers, Located at 718 S. Clack Street ***(Tim Littlejohn)***

12. **Ordinance (First Reading) CUP-2025-05:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 15.03 Acres to Allow an RV (Recreational Vehicle) Park, Located at 3201 Dub Wright Blvd. ***(Tim Littlejohn)***

13. **Ordinance (First Reading) Z-2025-03:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 22.14 Acres from Agricultural Open (AO) to Multi Family (MF) Located at 6310 Butterfield Trail ***(Tim Littlejohn)***

14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 31 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement ***(Tim Littlejohn)***

15. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 28.58 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement ***(Tim Littlejohn)***

16. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the Fee Ordinance to Add a Commercial Breeder/Show Animal Permit Fee ***(Robert Hanna)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

17. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 6, Animals and Fowl, of the Abilene Code of Ordinances ***(Stanley Smith)***

18. **Discussion:** Receive a Report and Hold a Discussion and Public Hearing and Provide Direction on a Downtown Paid Parking Program ***(Michael Rice)***

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

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

B. 551.072 (Deliberations about Real Property)

1. Abilene Heritage Square

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)
1. AYSA Flat Fields Economic Development Agreement

RECONVENE

REGULAR AGENDA

20. **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)***

- Abilene-Taylor County Child Advocacy Center Board
- Tax Increment Reinvestment Zone (TIRZ) #3

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 21st day of February, 2025, at 4:00 p.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 13, 2025 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on February 13, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 02-13-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING
February 13, 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 February 13, 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 Travis Craver delivered the invocation.

Mason Brewer and Ry'Niah Blaylock, both 5th graders from Bassetti Elementary, 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

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-14. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Raymon Carrillo
- Erin Wiley
- Cynthia Knox
- Christopher Smith
- Mary Mwaura
- Samuel Garcia
- Tammy Fogle
- Jack Odun

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

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda consisting of 2-14. Deputy Mayor Pro-tem Craver seconded the motion. Motion carried.

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

Councilmember Beard had a conflict of interest on item 4 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 4 alone was:

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

2. Resolution: 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 4, 2025, and the State of the City Address Held on February 4, 2025

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
[ASSIGNED RESOLUTION NO. 12-2025]

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
[ASSIGNED RESOLUTION NO. 13-2025]

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
[ASSIGNED RESOLUTION NO. 14-2025]

6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Termination of Inactive Campaign Treasurer Appointments
[ASSIGNED RESOLUTION NO. 15-2025]

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
[ASSIGNED RESOLUTION NO. 16-2025]

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
[ASSIGNED RESOLUTION NO. 17-2025]

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
[ASSIGNED RESOLUTION NO. 18-2025]

10. Resolution: Receive a Report, Hold a Discussion and Take Action on Purchasing a Dodge 5500 Chassis Purchase for the Abilene Fire Department
[ASSIGNED RESOLUTION NO. 19-2025]

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

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
[ASSIGNED RESOLUTION NO. 20-2025]

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

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

REGULAR AGENDA

15. Ordinance (Final Reading): Receive 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
[ASSIGNED ORDINANCE NO. 09-2025]

Robert Hanna, City Manager, presented the item. Adoption of the item would create the second reinvestment zone RZ21-1 on 940.89 acres of land.

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

- Samuel Garcia

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

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

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

16. Resolution: 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.
[ASSIGNED RESOLUTION NO. 21-2025]

Councilmember Price moved to reconsider the item that was denied at the Council meeting held on 1/23. Deputy Mayor Pro-tem Craver seconded the motion; motion carried.

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

Van Watson, Assistant Director of planning and Development Services, presented the item. Adoption of the item would provide a letter of support for OPG Cypress Partners LLC, for a 49 unit apartment projected located at 301 Cypress Street.

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

- April Augstrom, representing OPG Cypress Partners, LLC.
- Doug Williamson, representing the Chamber of Commerce
- Rebecca Bridges, representing the Downtown Association

The following spoke in opposition to the item:

- Samuel Garcia

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

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

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

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
[ASSIGNED ORDINANCE NO. 10-2025]

Van Watson, Assistant Director of planning and Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to the above referenced property, to allow for a 150' monopole tower.

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

- Laddie Galloway, representing the applicant
- County Commissioner Randy Williams

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

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

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

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
[ASSIGNED ORDINANCE NO. 11-2025]

Van Watson, Assistant Director of planning and Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to the above referenced property, to allow for a drive-through lane.

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

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

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

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
[ASSIGNED ORDINANCE NO. 12-2025]

Van Watson, Assistant Director of planning and Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from General Retail (GR) to General Commercial (GC).

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

- Michael Suttle, representing the applicant
- Kevin Phillips, property owner
- Tammy Fogle

The following spoke in opposition to the item:

- Rebecca Eldridge
- David Sealy
- Cale Mostorn

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

Councilmember Beard moved to approve the item as presented. Mayor Pro-tem McAlister 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 recessed the meeting for a five-minute break at 10:21 a.m.

19. 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
[ASSIGNED ORDINANCE NO. 13-2025]

Van Watson, Assistant Director of planning and Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Central Business (CB) to a Planned Development District (PDD-192).

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

Councilmember Price moved to approve the item as presented. Mayor Pro-tem McAlister 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 10:30 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:

21.A.551.071 (Consultation with Attorney)
1. Violation of Laws Against City
2. Animal Services Ordinances (Agenda Item #11)

21.D.551.074 (Personnel Matters)
1. City Manager
2. Boards & Commissions

21.F.551.087 (Economic Development)
1. Lancium Tax Abatement Agreement (Agenda Item #22)

The Executive Session ended at 11:27 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

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
[ASSIGNED RESOLUTION NO. 22-2025]

Robert Hanna, City Manager, presented the item. Adoption of the item would approve amendments to the amended and restated tax abatement agreements with Lancium.

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

- Mark Teague

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

Deputy Mayor Pro-tem Craver 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

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
[ASSIGNED RESOLUTION NO. 23-2025]

Adoption of the item would approve the (re)appointments of the following board and commission members, per the city Charter:

Board of Adjustment	
Ken Hogan [Alternate] [New]	November 2026

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

Councilmember Price moved to approve the item as presented. 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

ADJOURNMENT

There being no further business, the meeting adjourned at 11:42 a.m.

_____ _____

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Marjorie Knight, Director**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Purchase of Chairs for the Convention Center from MityLite Inc. *(Marjorie Knight)***

GENERAL INFORMATION

The City seeks to purchase and replace 2,000 chairs and 4 chair carts for the Convention Center at a cost of $320,864.80 from MityLite Inc using Buyboard Contract 667-22. Per the management agreement with ASM Global, the City is responsible for any capital expenditures for the facility.

The current chairs in the Convention Center have been in use since 1997, with the gray chairs purchased even earlier. With 1,007 blue chairs and 1,017 gray chairs, these chairs are now at the end of their usable lifespan and are in constant need of repairs. As these chairs are used for all events in the facility, from meetings and conventions to large community gatherings, their condition is no longer meeting the needs of our community.

To ensure a comfortable and functional environment for all who visit, ASM Global has requested the City replace the current chairs with 2,000 new, matching chairs. This update will provide uniformity throughout the facility and help the Convention Center be prepared to accommodate maximum capacity, particularly in the Exhibit Hall. The new chairs will reduce ongoing repair costs and ensure a better experience for all guests. This investment will support the continued success and growth of our meetings, conventions, and community events for years to come.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

To be funded with Convention Center project funds.

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Authorizing Purchase of Convention Center Chairs from MityLite
2. MityLite Convention Center Chairs Sales Quote SQ55527
3. Presentation - Convention Center Chairs

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO PURCHASE CHAIRS AND CHAIR CARTS FROM MITYLITE INC.

WHEREAS, the City's chairs at the Convention Center are at the end of their useful life and require replacement,

WHEREAS, the City requests to purchase 2,000 chairs and 4 chair carts; and,

WHEREAS, the City received pricing from MityLite Inc.using Buyboard contract 667-22 for a total cost of $320,864.80; and,

WHEREAS, funds are available in the Convention Center Project Fund; and,

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

PART 1: That the City Council approves this purchase from MityLite Inc in the amount of $320,864.80 using Buyboard contract 667-22.

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

ADOPTED this 27th day of February, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE

Created On: 1/2/2024

Sales Quote Number: SQ55527-4

Mity Customer Number: 116227

Deposit required. Amount subject to credit approval.

Bill To:	ABILENE CONVENTION CENTER Christian Rodgers 1100 N. 6Th St. Abilene, TX 79601 United States	**Sell To:**	ABILENE CONVENTION CENTER Christian Rodgers 1100 N. 6Th St. Abilene, TX 79601 United States	**Ship To:**	ABILENE CONVENTION CENTER Christian Rodgers 1100 N. 6Th St. Abilene, TX 79601 United States 325-821-2619

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	50% Prepayment, Net30 on Balance	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
EKAROS3N060017230 W50	ENCORE ARCH OPEN CHAIR - STACKBAR (SMPL) Sample Chair|Finish: Urban Bronze Sand|Back: Fixed|Seam Style: Waterfall|Ganging: Wire|Leg Style: Standard|Glides: Plastic|Stackbar: Yes|Chair Upholstery: |• Swanky - Dove, I-Clean Sample Chair Finish: Urban Bronze Sand Back: Fixed Seam Style: Waterfall Ganging: Wire Leg Style: Standard Glides: Plastic Stackbar: Yes Chair Upholstery: • Swanky - Dove, I-Clean	Each	2000	$153.20	$306,400.00

THANK YOU FOR CHOOSING MITY!

Subtotal	**$320,864.80**
Sales Tax	**$0.00**
Quote Total	**$320,864.80**

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

****Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

*** The quoted price does not include any unforeseen tariff costs. These costs, if applicable, will be added based on the current market rate at the time of order placement.**

MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE

Created On: 1/2/2024

Sales Quote Number: SQ55527-4

Mity Customer Number: 116227

Deposit required. Amount subject to credit approval.

Bill To:	ABILENE CONVENTION CENTER Christian Rodgers 1100 N. 6Th St. Abilene, TX 79601 United States	**Sell To:**	ABILENE CONVENTION CENTER Christian Rodgers 1100 N. 6Th St. Abilene, TX 79601 United States	**Ship To:**	ABILENE CONVENTION CENTER Christian Rodgers 1100 N. 6Th St. Abilene, TX 79601 United States 325-821-2619

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	50% Prepayment, Net30 on Balance	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
CRT4WCHHTBLK2V2	CART 4 WHEEL COMFORT BLK V2 COMFORT SEAT CART 4-WHEEL V2, BLACK; HOLDS 8, OR 10 ENCORE, CLASSIC, E2, OR ACCESS CHAIRS Color: Black Sand Holds 10 Classic, Encore, Elite, Essential II, Eon, Regency, or Access Banquet Chairs or Holds 8 Grand II Banquet Chairs Works with High Capacity Cart-Push [Configured Separately]	Each	4	$407.70	$1,630.80
	Freight Estimate #156731 **BUYBOARD CONTRACT 667-22**		1	$12,834.00	$12,834.00

THANK YOU FOR CHOOSING MITY!

Subtotal	**$320,864.80**
Sales Tax	**$0.00**
Quote Total	**$320,864.80**

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

****Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

*** The quoted price does not include any unforeseen tariff costs. These costs, if applicable, will be added based on the current market rate at the time of order placement.**

MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

Resolution – Approving the Purchase of Convention Center Chairs from MityLite Inc.

CITY OF ABILENE TEXAS

Approving the Purchase of Convention Center Chairs from MityLite Inc.

- Purchase and replace 2,000 Chairs and 4 Chair Carts for the Convention Center
- To be purchased from MityLite Inc. through Buyboard contract 667-22
- Total Cost $320,864.80

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of an Aqua Wash Press Unit from Parkson Corporation for the Hamby Water Reclamation Facility *(Rodney Taylor)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the purchase of an Aqua Wash Press Unit from Parkson Corporation for the Hamby Water Reclamation Facility for $59,817.00. The purchase is solely for the equipment, Hamby staff will be responsible for the installation of the new equipment.

SPECIAL CONSIDERATIONS

The Hamby Water Reclamation Facility is owned and operated by the City of Abilene (City) under TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality. Water Utilities is seeking approval for the purchase of a Parkson Aqua Wash Press Compactor for the Hamby Water Reclamation Facility (HWRF). The facility's pretreatment system includes three Parkson Rotoshear PF drum screens and three compactors. One compactor is currently out of service and deemed irreparable. Although the plant can operate with two drums and two compactors, the system is designed to function optimally with three to manage flow and accommodate peak usage. Since this is a Parkson pretreatment system, this is a sole source purchase because the Aqua Wash Press Compactor is specifically designed to work in tandem with the Rotoshear PF drum screens.

FUNDING/FISCAL IMPACT

The purchase of the AquaWash Press Unit will utilize funds from the FY25 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the purchase of an AquaWash Press Unit from Parkson Corporation for the Hamby Water Reclamation Facility for the amount of $59,817.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution-HambyParksonPurchase
2. Parkson Compactor Purchase Quote
3. 3 - Presentation-HambyParksonPurchase

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE PURCHASE OF A PARKSON AQUA WASH PRESS COMPACTOR FOR THE HAMBY WATER RECLAMATION FACILITY..

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility (HWRF) under Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality (TCEQ); and

WHEREAS, the HWRF utilizes a pretreatment system that includes three Parkson Rotoshear PF drum screens and three compactors to manage wastewater treatment flow and solids handling; and

WHEREAS, one of the three compactors is out of service and deemed irreparable, reducing the facility's operational efficiency and capacity to manage peak flows; and

WHEREAS, the purchase of a Parkson Aqua Wash Press Compactor is necessary to restore the system to its designed operational capacity, ensuring reliable and efficient operation of the facility; and

WHEREAS, the Parkson Aqua Wash Press Compactor is specifically designed to work in tandem with the Parkson Rotoshear PF drum screens, making it a sole source purchase to maintain compatibility with the existing pretreatment system; and

WHEREAS, the purchase of the Parkson Aqua Wash Press Compactor will be funded from the FY25 Annual Operating Budget of the Water Utilities Department..

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

That the City Manager is authorized to purchase the Parkson Aqua Wash Press Compactor for the Hamby Water Reclamation Facility for the price of $59,817.00.

ADOPTED this 27th day of February, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

Phone 1.888.PARKSON
Fax 954.974.6182

Date: January 24, 2025

Hamby WWTP
1900 County Rd. 308
Abilene, TX 79601

Attn: Mr. Kenny Doss

Subject: Sole Source Letter

Subject Product: Rotoshear PF® /AquaWash Press

Dear Mr. Doss,

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts. The AquaWash Pres was designed to work with the Rotoshear PF located at Hamby WWTP in Abilene, TX. If a new unit is purchased, the unit will work wih no modifications to the existing structure. The Parkson AquaWash Press is an integral part of the Parkson Rotoshear PF.

In addition, Global WET is the sole or exclusive representative for Parkson within the state of Texas for the purchase of new products, OEM repair parts, repairs and maintenance.

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Parkson.

Your contact for Global WET is:
Joju Abraham
(512) 560-9952_mobile
jabraham@globalwet.com

If you have questions regarding this issue, please contact Marty Unger at 954-383-1757.

Sincerely,

Parkson Corporation

Request for Sole Source Determination: Replacement of AquaWash Press Compactor

At the Hamby Wastewater Treatment Plant, one of the AquaWash Press compactors has failed due to internal corrosion, rendering it irreparable. The AquaWash Press compactor is an integral component of the Parkson Drum Screen system, designed to seamlessly work with the Parkson Rotoshear PF drum screen. Together, these systems receive and wash screenings, reduce their volume, and compress the material to minimize water content. This compatibility is engineered into their design, ensuring efficient operation as a single, cohesive system.

The replacement AquaWash Press compactor, manufactured by Parkson Corporation, is specifically designed to integrate directly with the existing Rotoshear PF drum screen at Hamby. Its installation requires no modifications to the existing structure, electrical connections, water lines, or mounting systems.

Parkson Corporation is the sole source provider for this equipment and its components, as confirmed in the included sole source letter. To ensure compatibility and operational reliability, we are requesting approval to purchase the replacement AquaWash Press compactor as a sole source procurement. Installation will be performed by Hamby plant mechanics.

Quotation

NUMBER: B043 **DATE:** January 6, 2025

TO: City of Abilene **REF.:** Hamby WWTP

Parkson Corporation is pleased to provide a quotation for the following equipment.

ITEM 1 EQUIPMENT

One (1) Aqua Wash Press unit model AWP8-2 per the attached drawing, to replace an existing unit sold under Parkson project P04300765

1.A Equipment Description:

1. The Aqua Wash Press unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, and drive system.
2. The unit will be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8" and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 316 stainless steel, having 0.12 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 27 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit's drive system will consist of a motor, gear reducer and carbon steel drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
    a. Two (2) 120 volt, single phase, 60 Hz brass body solenoid valves housed in NEMA 7 enclosures.
    b. E-stop pushbutton in a NEMA 7 enclosure.

The following items are not included as part of this proposal:
-Inlet hopper with pressure switch
-Discharge piping with pipe support
-Controls

ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval drawings: N/A
2. Certified drawings: 2 prints included
3. IO&M manuals: 2 included

2.B Start-Up Assistance:

Not included. Parkson can furnish a qualified factory representative to the jobsite for installation inspection, equipment startup and operator training, at a rate of $1,000 per day plus all travel and living expenses. Dates of service to be scheduled upon Buyer's written request.

2.C Mechanical Warranty:

Per Section XVI of the Standard Conditions of Sale.

PURCHASE PRICE:

All of the above for ..... $59,817.00 USD
F.O.B. shipping point, freight included, taxes excluded.

VALIDITY:

Purchase Price is valid for sixty (60) days from quotation date, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

35% with order, 65% net 30 days after shipment.

Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: N/A

Shipment Phase: Sixteen (16) weeks following receipt of purchase order.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: http://www.parkson.com/files/documents/Sales-conditions.pdf. Parkson will negotiate the terms and conditions at the time of award.

BUYER/OWNER RESPONSIBILITY:

- Removal of existing equipment.
- Inlet hopper.
- Discharge piping.
- Controls.
- Anchor bolts.
- Spare parts.
- Heat tracing or power for heat tracing of the discharge piping or spray wash water piping.
- Concrete or steel supports.
- Davit crane.
- Local disconnects or junction boxes.
- Spray wash water connection and piping.
- Drain connections and piping.
- Manual shutoff valves, gate valves, check valves, butterfly valves, Y-strainers.
- Pressure gauges.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: Solenoid valves, motor, E-stop, controls); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.
- Piping connections, platforms, ladders, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION
562 Bunker Court
Vernon Hills, IL 60061



Name: Joseph G. Nagel
Title: Municipal Sales
Date: January 6, 2025

Accepted By: (Herein called the Buyer)

Name
Title:
Date:

Purchase of an Aqua Wash Press Unit from Parkson Corporation for the Hamby Water Reclamation Facility

CITY OF ABILENE TEXAS

Purchase of an Aqua Wash Press Unit

- Approving the Purchase of an Aqua Wash Press Unit from Parkson Corporation for the Hamby Water Reclamation Facility for the price of $59,817.00.
- Parkson is the sole manufacturer of the Aqua Wash Press Unit compactor.
- The HWRF pretreatment system includes three Parkson Rotoshear PF drum screens and three compactors.

CITY OF ABILENE TEXAS

Purchase of an Aqua Wash Press Unit

- Currently, one compactor is out of service, leaving the facility operating with only two compactors.
- The system is designed to function optimally with three compactors to efficiently manage flow and accommodate peak usage periods.
- Approving this purchase will restore the facility's full operational capacity and ensure continued efficient operation.

CITY OF ABILENE TEXAS

Purchase of an Aqua Wash Press Unit





CITY OF ABILENE TEXAS

Approve the Purchase of an Aqua Wash Press Unit from Parkson Corporation for the Hamby Water Reclamation Facility

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of seven (7) 2025 Ford Escapes from Arrow Ford through bid received from CB-2512 for the Police Department and Planning Services (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase seven (7) 2025 Ford Escapes from Arrow Ford through CB-2512 for Police Department and Planning Services to replace existing units.

SPECIAL CONSIDERATIONS

Bids were advertised from 11/14/2024 through 11/24/24. Thirty eight (38) vendors were contacted and five (5) bids were received in response.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total $181,839.00 which is $63,161.00 under budget. These purchases were budgeted for and approved in the FY25 budget process.

STAFF RECOMMENDATION

Fleet Services staff recommends the purchase of seven (7) 2025 Ford Escapes and awarding CB-2512 to Arrow Ford.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CB-2512 Crossover Sport Utility Vehicles Resolution
2. FY25 CB-2512 Crossover Sport Utility Vehicle Bid Tabsheet
3. FY25 CB-2512 Crossover Sport Utility Vehicles Addtl Info
4. FY25 CB-2512 Crossover Sport Utility Vehicles Budget vs Actual
5. FY25 CB-2512 Crossover Sport Utility Vehicles PiP (1)

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE SEVEN (7) 2025 FORD ESCAPE CROSSOVER SPORTS UTILITY VEHICLES FROM ARROW FORD, ABILENE TX CB-2512

WHEREAS, City of Abilene has a need for seven (7) crossover sports utility vehicles; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2025; and

WHEREAS, City of Abilene received pricing for seven (7) 2025 Ford Escape crossover sports utility vehicles through sealed bids; and

WHEREAS, Arrow Ford is the lowest bidder to meet all required specifications;

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

PART 1: That the City Council approves this purchase from Arrow Ford of Abilene, Texas in the amount of One Hundred Eighty One Thousand Eight Hundred Thirty Nine Dollars and Zero Cents ($181,839.00) for seven (7) 2025 Ford Escape crossover sports utility vehicles.

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

ADOPTED this 27th day February, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

DEPARTMENT: FLEET
BID NO.: CB-2512
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: DECEMBER 4, 2024

ITEM	DESCRIPTION	QTY	UNIT	ARROW FORD ABILENE, TX		PRESTIGE FORD GARLAND, TX		LAWRENCE HALL ABILENE, TX							
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	CROSSOVER SPORTS UTILITY VEHICLES	7		$25,632	$179,424*	$26,700	$186,900	$26,880	$188,160						
	Hybrid					$32,775	$229,425								
	Large SUV					$38,610	$270,270								
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Crossover Sport Utility Vehicles

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3964	Major Investigations	2008	Chevrolet	Trailblazer	131,306		$17,923.81	Auction	3 of 4	Meets 3 of 4 replacement criteria
3523	Major Investigations	2005	Ford	Taurus	119,708		$18,772.46	Auction	3 of 4	Meets 3 of 4 replacement criteria
4154	Major Investigations	2010	Ford	Fushion	130,692		$23,856.02	Auction	3 of 4	Meets 3 of 4 replacement criteria
3689	Special Investigations	2006	Ford	Taurus	120,957		$22,771.80	Auction	3 of 4	Meets 3 of 4 replacement criteria
3755	Special Investigations	2007	Chevrolet	Impala	116,022		$16,531.93	Auction	3 of 4	Meets 3 of 4 replacement criteria
3798	Special Investigations	2007	Ford	Crown Victoria	128,785		$20,009.19	Auction	3 of 4	Meets 3 of 4 replacement criteria
3204	Planning Services	2002	Chevrolet	Impala	73,969		$26,384.03	Auction	3 of 4	Meets 3 of 4 replacement criteria

BUDGET vs ACTUAL COSTS
Crossover Sport Utility Vehicles

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3964	3008	Major Investigations	Crossover SUV	$35,000.00	$25,977.00	($9,023.00)
3523	3008	Major Investigations	Crossover SUV	$35,000.00	$25,977.00	($9,023.00)
4154	3008	Major Investigations	Crossover SUV	$35,000.00	$25,977.00	($9,023.00)
3689	3009	Special Investigations	Crossover SUV	$35,000.00	$25,977.00	($9,023.00)
3755	3009	Special Investigations	Crossover SUV	$35,000.00	$25,977.00	($9,023.00)
3798	3009	Special Investigations	Crossover SUV	$35,000.00	$25,977.00	($9,023.00)
3204	4002	Planning Services	Crossover SUV	$35,000.00	$25,977.00	($9,023.00)
				$245,000.00	$181,839.00	($63,161.00)

Under Budget

Crossover Sport Utility Vehicles

CITY OF ABILENE TEXAS

CB-2512 Crossover SUVs

- Replacing units 3964, 3523, and 4154 for Major Investigations
- Replacing units 3689, 3755, and 3798 for Special Investigations
- Replacing unit 3204 for Planning Services
- All units to be 2025 Ford Escapes
- Recommend award of units to Arrow Ford.

CITY OF ABILENE TEXAS

CB-2512 Crossover SUVs



CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Cande Flores, Fire Chief**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action to Execute Professional Services Contracts with West Texas Occupational Corporate Health Solutions (WTX-OCHS) and Screening For Life to Conduct Annual Medical Physicals for Employees of the Abilene Fire Department (AFD) (*Cande Flores*).**

GENERAL INFORMATION

National Fire Protection Agency (NFPA) 1582 outlines procedures for annual firefighter medical testing and physicals. NFPA 1582 is a national standard followed by the majority of Texas fire departments, including the Abilene Fire Department.

Annual medical physicals are imperative to maintaining a healthy workforce and for identifying job-related medical issues before they can negatively affect firefighters.

SPECIAL CONSIDERATIONS

The WTX-OCHS Director, Stacy Garley, has been providing annual medical physicals for the AFD since 2007 and is well acquainted with NFPA 1582 and the physical requirements of AFD personnel. WTX-OCHS previously operated in Abilene under the name of Abilene Diagnostic Clinic.

WTX-OCHS will offer the standard annual physical evaluation that is required each year for AFD employees. Screening For Life will conduct advanced physical screenings specific towards fire service related tumors and cancers.

FUNDING/FISCAL IMPACT

The total cost of these professional services contracts are quoted at $61,893.00 for WTX-OCHS, and $8,775.00 for Screening For Life for a total cost of $70,668.00. Total funding will come from the AFD FY25 Budget.

Competitive bidding is not required for specialized medical services. The requirements lie with the qualifications of the personnel performing the services.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the execution of the professional services contracts with West Texas Occupational Corporate Health Solutions and Screening For Life to conduct annual medical physicals for all AFD employees.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - 2025 Annual Physicals
2. 2025_AFD_ServiceAgreement
3. City of Abilene Firefighter Screenings - Pricing Feb 17 2025
4. 2025 Annual Physicals Presentation

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES CONTRACTS WITH WEST TEXAS OCCUPATIONAL CORPORATE HEALTH SERVICES (WTX-OCHS) AND SCREENING FOR LIFE FOR ANNUAL MEDICAL PHYSICALS FOR EMPLOYEES OF THE ABILENE FIRE DEPARTMENT.

WHEREAS, the Abilene Fire Department (AFD) is guided by the National Fire Protection Agency (NFPA) 1582 to provide annual medical physicals to all fire department employees.

WHEREAS, WTX-OCHS is an approved vendor for the City of Abilene and possesses all the necessary resources to conduct the annual physical process for the AFD since 2007.

WHEREAS, the AFD is required to provide an annual physical evaluation for each firefighter in accordance with the current Meet and Confer Agreement between the City of Abilene and the Abilene Professional Fire Fighters Association, IAFF Local 1044.

WHEREAS, this service contract will provide a medical physical, consistent with NFPA 1582 guidelines, for all AFD personnel.

WHEREAS, $70,668.00 will be funded through the AFD Fiscal Year 2025 Budget.

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

Part 1: The City Manager is hereby authorized to execute Professional Services Contracts with WTX-OCHS and Screening For Life for the purpose of providing annual medical physicals to all AFD employees.

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

ADOPTED and approved by the City Council on the 27th of February, 2025.

ATTEST:

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

APPROVED:

Stanley Smith
City Attorney

WEST TEXAS HEALTH

OCCUPATIONAL CORPORATE HEALTH SOLUTIONS

CONTRACT FOR SERVICES

Company: Abilene Fire Department

DESCRIPTION OF SERVICES: 2025 Annual Physicals
DATE: 1/7/2025

(162) Annual Exams @ $264.00 per AFD Member

Total: $ 42,768.00

INCLUDED: History and Physical Exam with Vision Screening (Near, Far, Color, Horizontal), Vitals; PHQ-9 Review and Education; Basic Annual Labs; Audio Screening and Baseline Comparison, Pulmonary Function and Respiratory Clearance; Resting EKG; Medical Director Exam includes Component & Lab Review with Clearance Status.

(45) "SELECT" Annual Exams @ $ 425.00 per AFD member

Total: $ 19,125.00

INCLUDED: **SPECIAL Screening – includes additional cancer screening labs and review plus History and Physical Exam with Vision Screening (Near, Far, Color, Horizontal), Vitals; PHQ-9 Review and Education; Basic Annual Labs; Audio Screening and Baseline Comparison, Pulmonary Function and Respiratory Clearance; Resting EKG; Medical Director Exam includes Component & Lab Review with Clearance Status.

Project Total Billed: $ 61,893.00

Stacy L. Garley
Director

Robert Hanna
City Manager

CONTACT:

Stacy L. Garley, BS, TRS , COHC | Director
West Texas Health PLLC | Occupational Corporate Health Solutions
Dr. Lynn Robinson, M.D., Medical Director
1665 Antilley Road, Suite 170, Abilene, Texas 79606
E-Mail: sgarley@abilenedc.com
PH: (325) 437-8618 Cell: (325) 260-5606 FAX: (325) 794-5352

February 17, 2025

City of Abilene-Attn. Fire Department
4242 East Lake Road
Abilene, Texas 79601
325-671-6101

Attn: Marty Sanders
Email: marty.sanders@abilenetx.gov

Cc. Stephen Lee - All-Stat Portable - Regional Territory Manager
Cc. Bobbi Lance - All Stat Portable - Revenue Cycle Manager

Mobile Imaging Services

Quotation for Mobile Imaging Services

$195.00 flat rate per employee (fire fighter exam)

Total flat rate charges with estimated 45 employees - $8,775.00

(Above pricing is all inclusive, travel, exam, images, and results)

Brent Johnson
Brent Johnson
Account Executive
Direct: 940-999-1196
Email: bjohnson@allstatportable.com

ALL-STAT PORTABLE
5580 Peterson Lane
Suite 220
Dallas, Texas 75240

Annual Medical Physicals

ABILENE FIRE DEPARTMENT

February 2025

CITY OF ABILENE TEXAS

ANNUAL PHYSICALS

AFD Conducts Annual Medical Physicals For All Employees

- Requirements based on NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments
- Meet & Confer Contract: Article 11

  "an annual physical examination will be conducted for each firefighter at no cost to the firefighter"
- Allows for medical history to be monitored throughout a career
- Identifies abnormalities before they become major issues
- Supports maintaining a healthy workforce
- Assists in reducing risks and improving safety

NFPA 1582

- Promotes Annual:
  - Physical Examination
  - Chest X-rays
  - Cancer Screening
- Focus is on early detection of hidden health issues
- Required Medical Testing:
  - Blood Analysis
  - Urinalysis
  - Pulmonary Function Test
  - Chest X-ray (Every 5 years)
  - EKG
  - Infectious Disease Screening
  - Audiometric Exam
  - Vision Testing
- Advanced Screenings
  - 45 AFD personnel will received advanced screening each year
    - Minimum forty-five (45) full-time AFD personnel each year
    - Advanced screenings include ultrasound of major organs and additional blood work to screen for cancer markers

WTX-OCHS

- West Texas Occupational Corporate Health Solutions
  - Formerly Abilene Diagnostic Clinic
  - 1665 Antilley Road, Suite 100
  - Parent Company is Privia Medical Group West Texas
- Specializes in Occupational Medicine
- Current City of Abilene Vendor
- Director, Stacy Garley, has overseen AFD physicals since 2007
- Familiar with the physical demands of firefighting
- Qualified physicians involved with the process

WTX-OCHS PRICING

- Base pricing is set at $264 per employee

- Advanced Screening is $425 per employee
  - “Select 45”
  - Covers advanced lab screenings for cancer markers and thyroid issues
  - One-fourth of AFD personnel (rotating basis)
  - Additional personnel may be screened if funding allows

- Total quote of $61,893.00
  - Additional testing may increase the overall price

SCREENING FOR LIFE PRICING

- Additional rate for advanced screenings
- “Select 45”
- Advanced Screenings
  - Ultrasound of all major organs
  - 12-lead EKG
  - Echocardiogram Screening
  - Carotid Artery Screening
  - Intima-Media Thickness Measurement (IMT)
  - Aortic Aneurysm Screening (AAA)
- Total Quote of $8,775.00

FUNDING

- Total Costs - $70,668.00
  - Follow-up testing may increase overall costs by a small amount
- Specialized medical services do not require competitive bidding
- Funding will come from the Abilene Fire Department FY25 Budget

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion, and Take Action on Amending Resolution 21-2025 in Support for OPG Cypress Partners LLC Supporting their Proposed Project on 301 Cypress St. *(Tim Littlejohn)***

GENERAL INFORMATION

Amending resolution 21-2025, a resolution of support for OPG Cypress Partners LLC to include language as requested by the applicant that better suits their application to the Texas Department of Housing and Community Affairs for the project located on 301 Cypress St.

SPECIAL CONSIDERATIONS

There is no change in the project. This Resolution is being brought back to Council to amend the language of the Resolution from "no objection" to "support" of the project, which is needed by OPG Cypress Partners LLC.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Amended RESOLUTION of support 301 Cypress St
2. 021-2025 - Supporting and Confirming No Objection to Housing Tax Credit Application for OPG Cypress Partners
3. Applicant info for Landmark on Cypress
4. Landmark on Cypress 301 Cypress St. email 012425
5. OPG - Historic Resume
6. City Council Presentation 301 Cypress

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, SUPPORTING THE 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 affordable rental housing 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, there is a need for affordable housing for the City of Abilene citizens of modest means; and

WHEREAS, OPG Cypress Partners LLC intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Low Income Housing tax Credit Program funds for Landmark on Cypress; and

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 supports the application for 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 February 27 th, 2025.

PART 2: 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 3: That this resolution affirms the City of Abilene's support for the above named development.

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 27th day of February, 2025

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. 21-2025

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



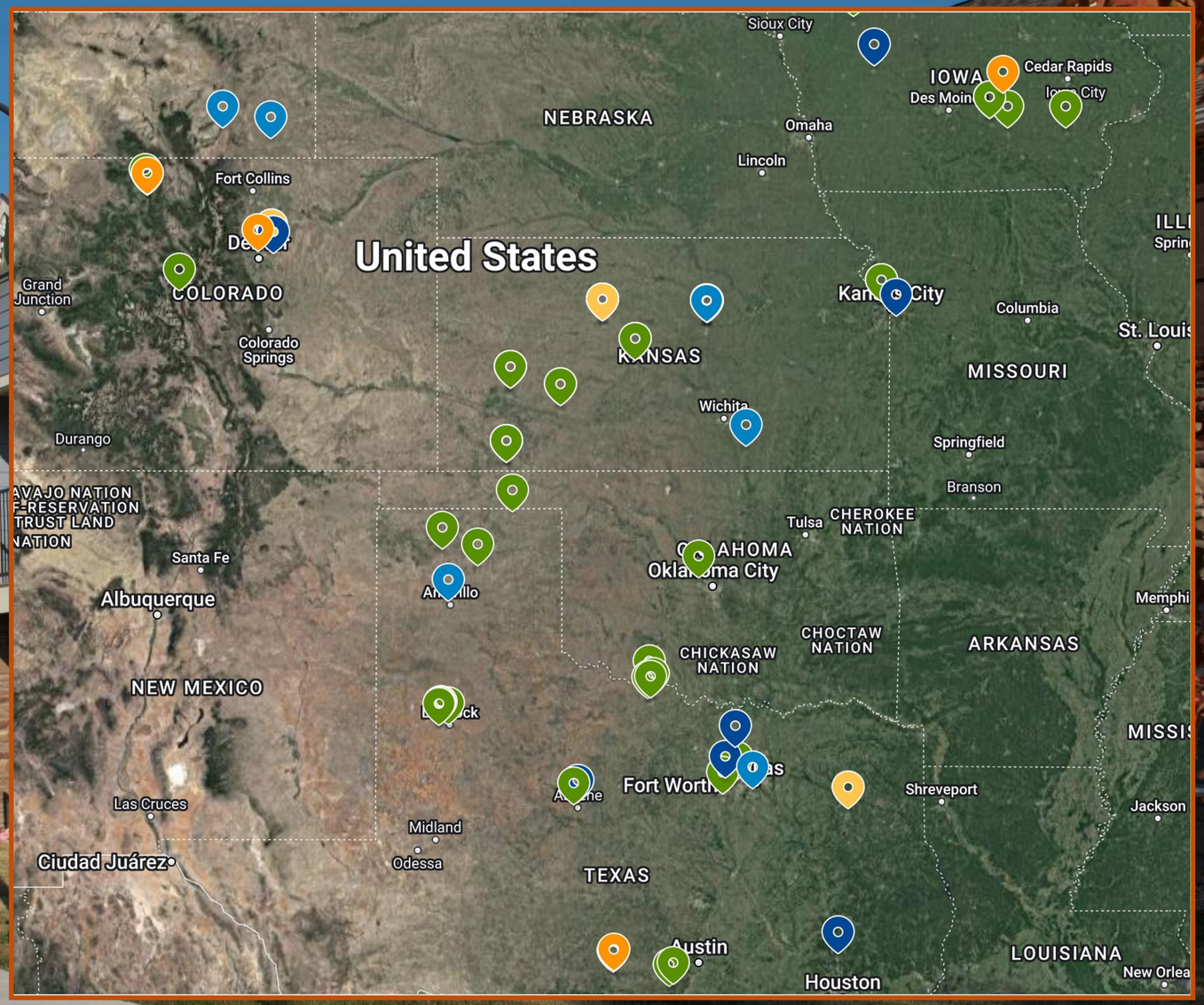


LANDMARK ON CYPRESS

PART 1

OVERLAND PROPERTY GROUP





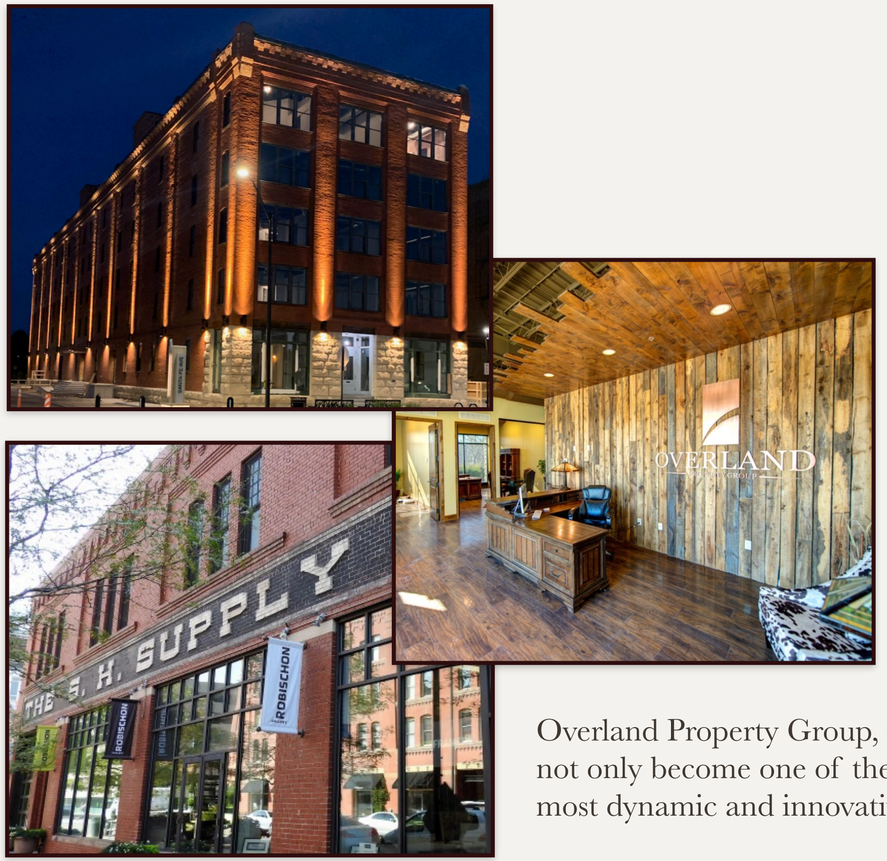
OVERLAND
PROPERTY GROUP

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.

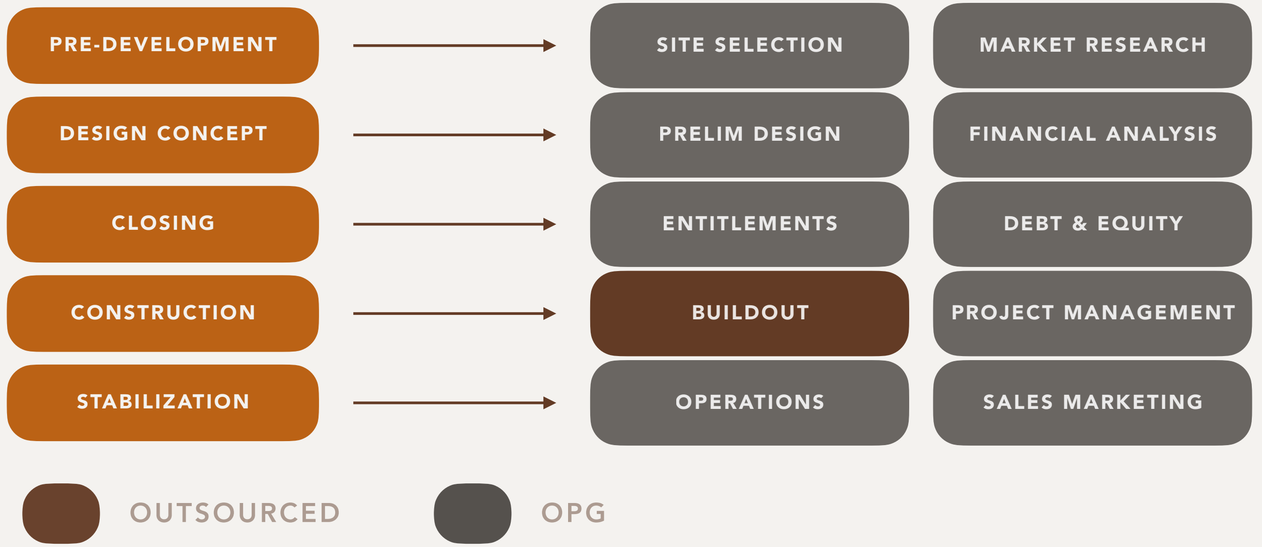
DEVELOPED IN TEXAS	TOTAL DEVELOPED
27+	76+

ABOUT US

OVERLAND PROPERTY GROUP (OPG) WAS FOUNDED IN 2002, WITH OFFICES IN: Salina, KS Leawood, KS Denver, CO



OUR SCOPE



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



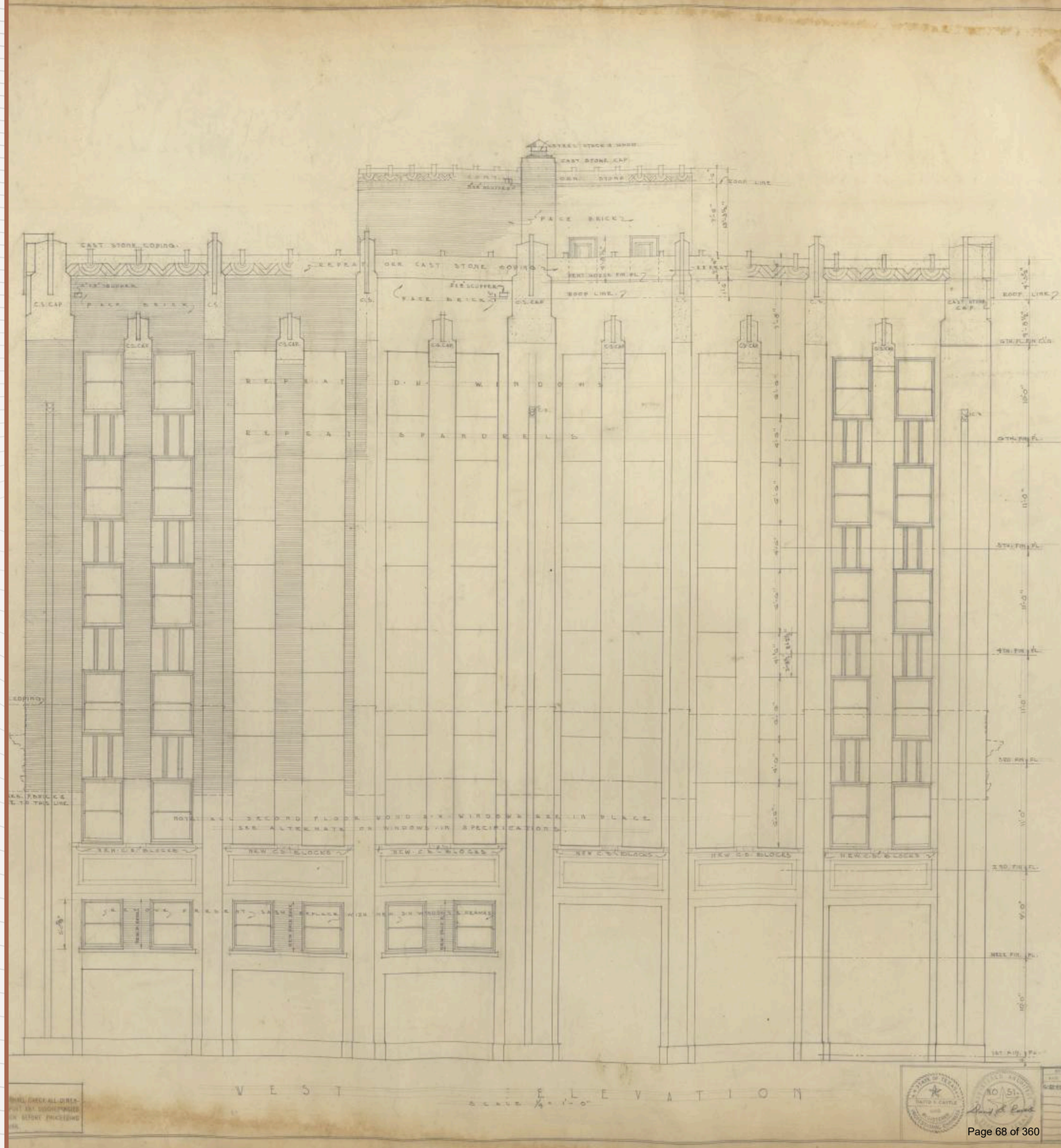
PART 2

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


EXIT
AFTER


PULL
BEFORE


AFTER

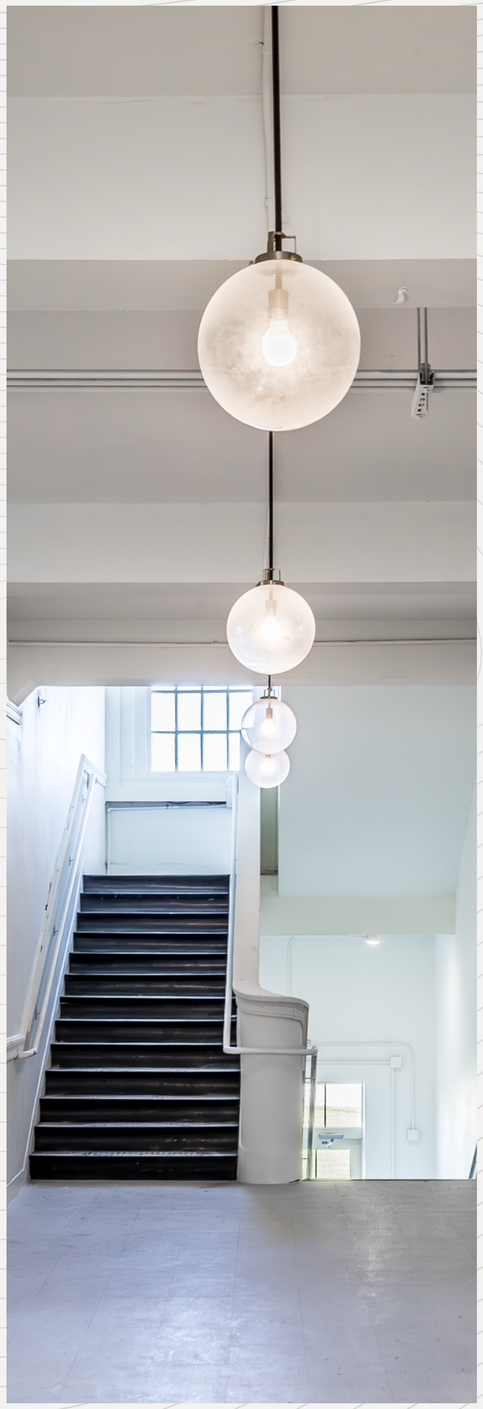

BEFORE


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**



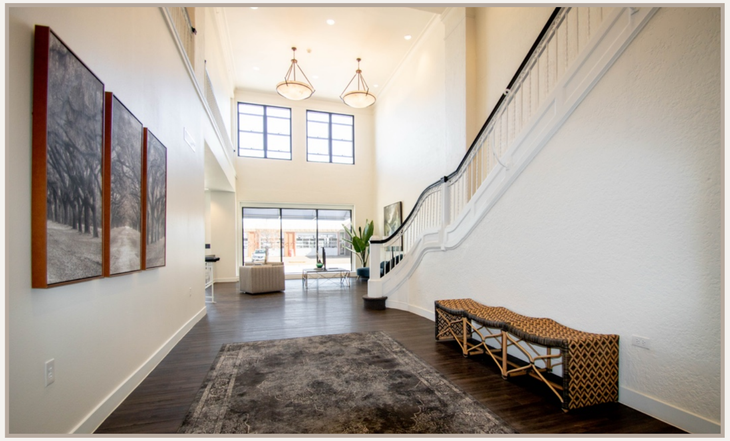






LANDMARK AT LAMAR

WICHITA FALLS,TX







AWARD WINNING

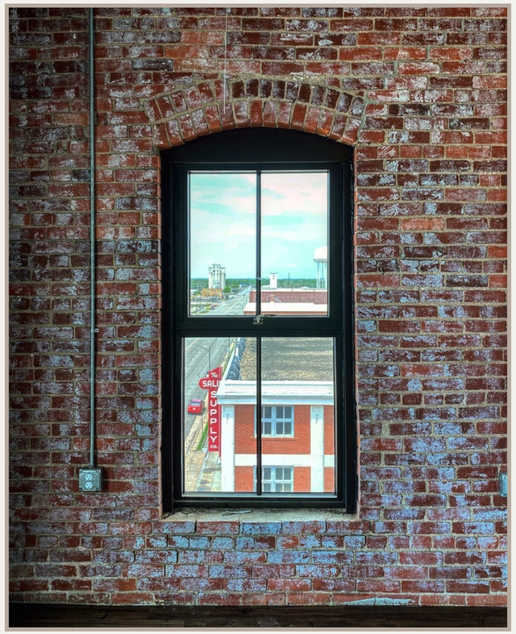
- 2021 Charles L. Edson National Award Winner for Excellence in Historic Preservation
- 2021 TX Downtown Association Best Renovation / Rehab / Renovation finalist

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2019	Senior	30









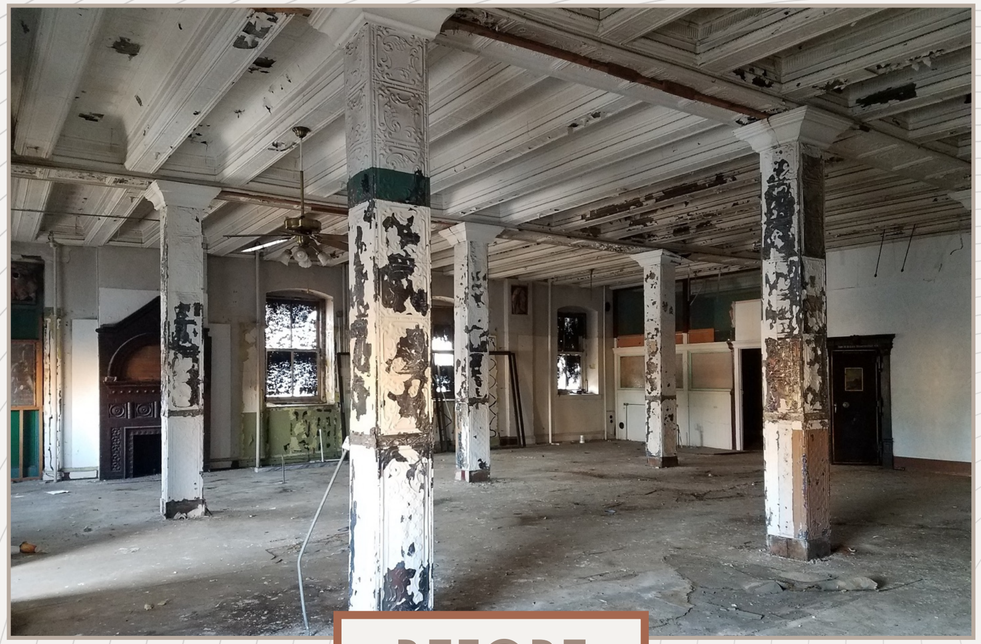
H.D. LEE MERCANTILE LOFTS & LEE HARDWARE LOFTS

SALINA, KS

AWARD WINNING

- 2021 Kansas Preservation Alliance Honor with Distinction Award Recipient

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2020 & 2023	Family	103

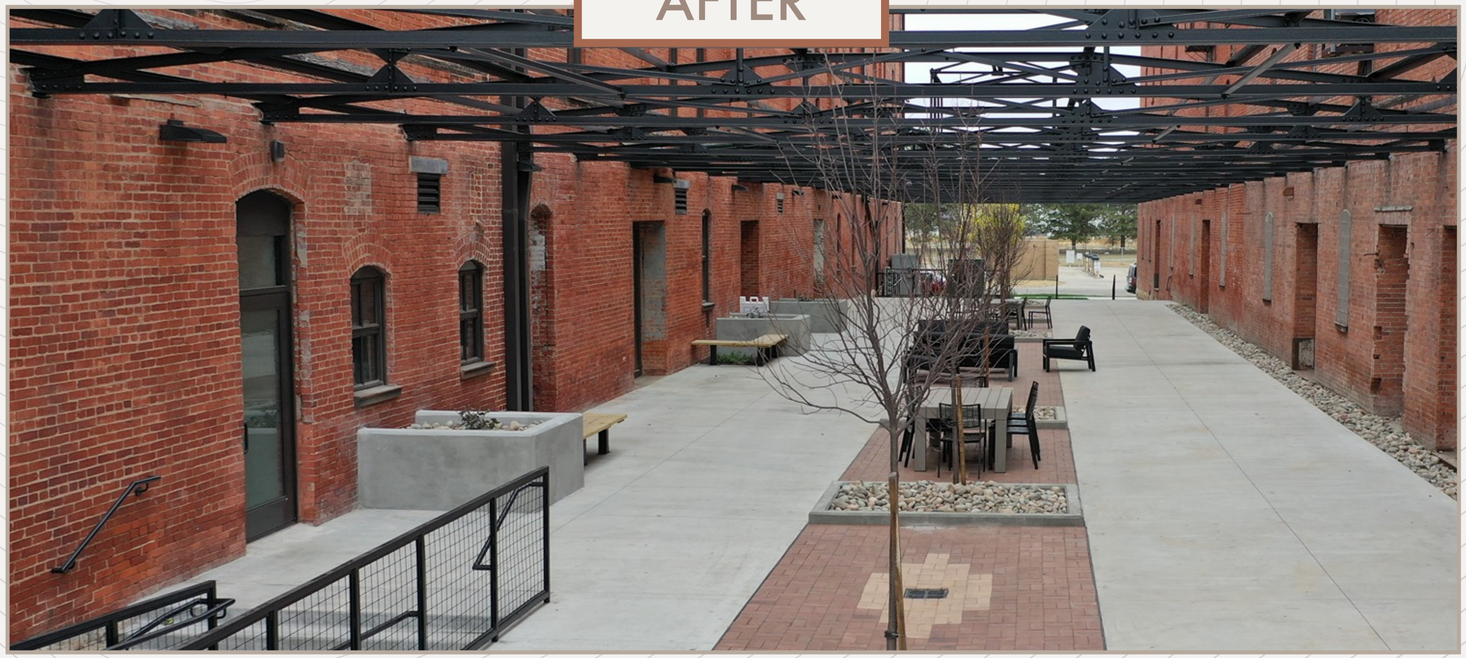


BEFORE



AFTER











STONEPOST LOFTS

HAYS, KS

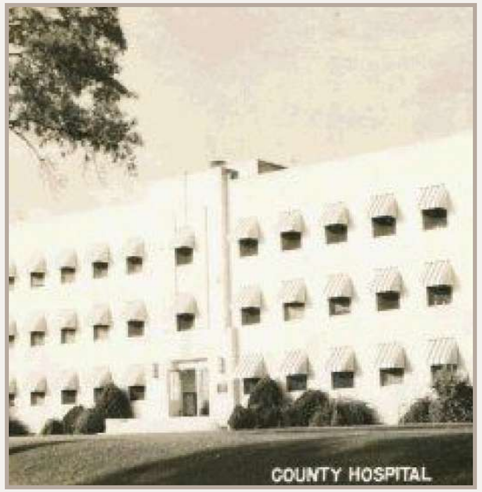
PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2022	Family	18

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.

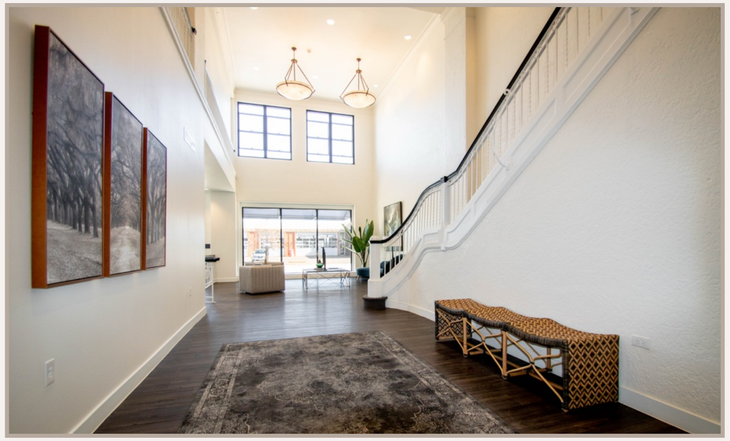






LANDMARK AT LAMAR

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

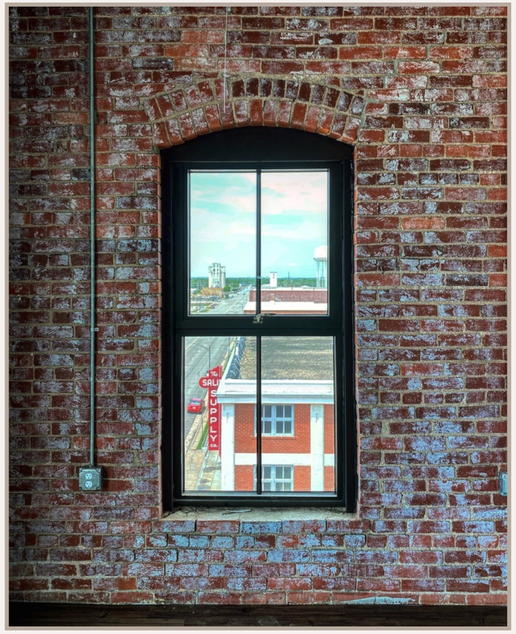
Over 20 years after Lee's death in 1950, the H.D. Lee Company relocated its headquarters to Kansas City, Kansas leaving the towers abandoned. After being vacant for almost 70 years, in 2019, Overland Property Group (Salina, KS) purchased the Historic Lee Buildings and invested over $11 million in phase 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)









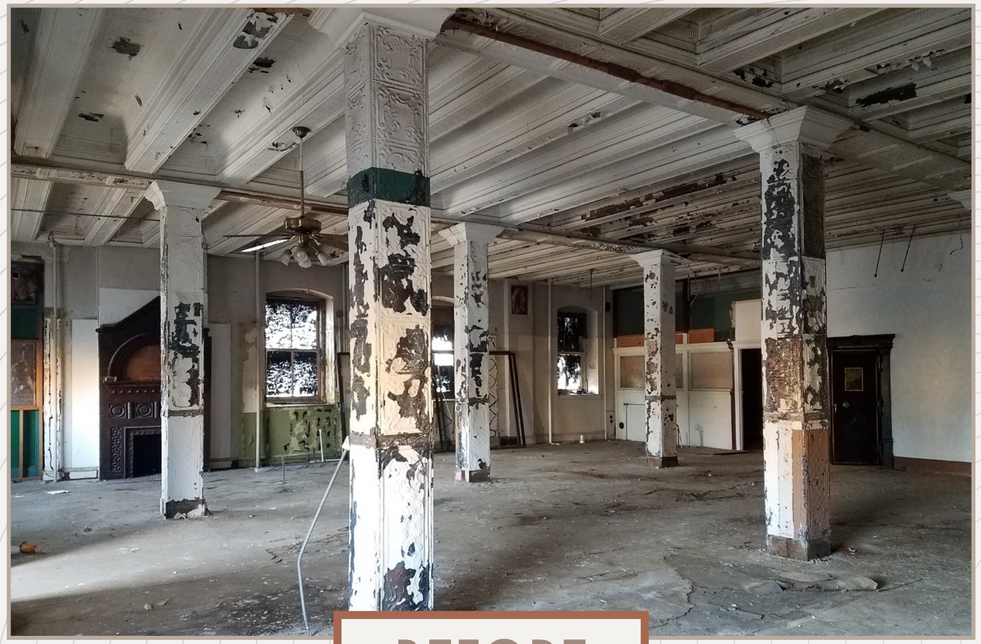
LEE HARDWARE LOFTS & LEE HARDWARE LOFTS II

SALINA, KS

AWARD WINNING

- 2021 Kansas Preservation Alliance Honor with Distinction Award Recipient

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2020 & 2023	Family	103

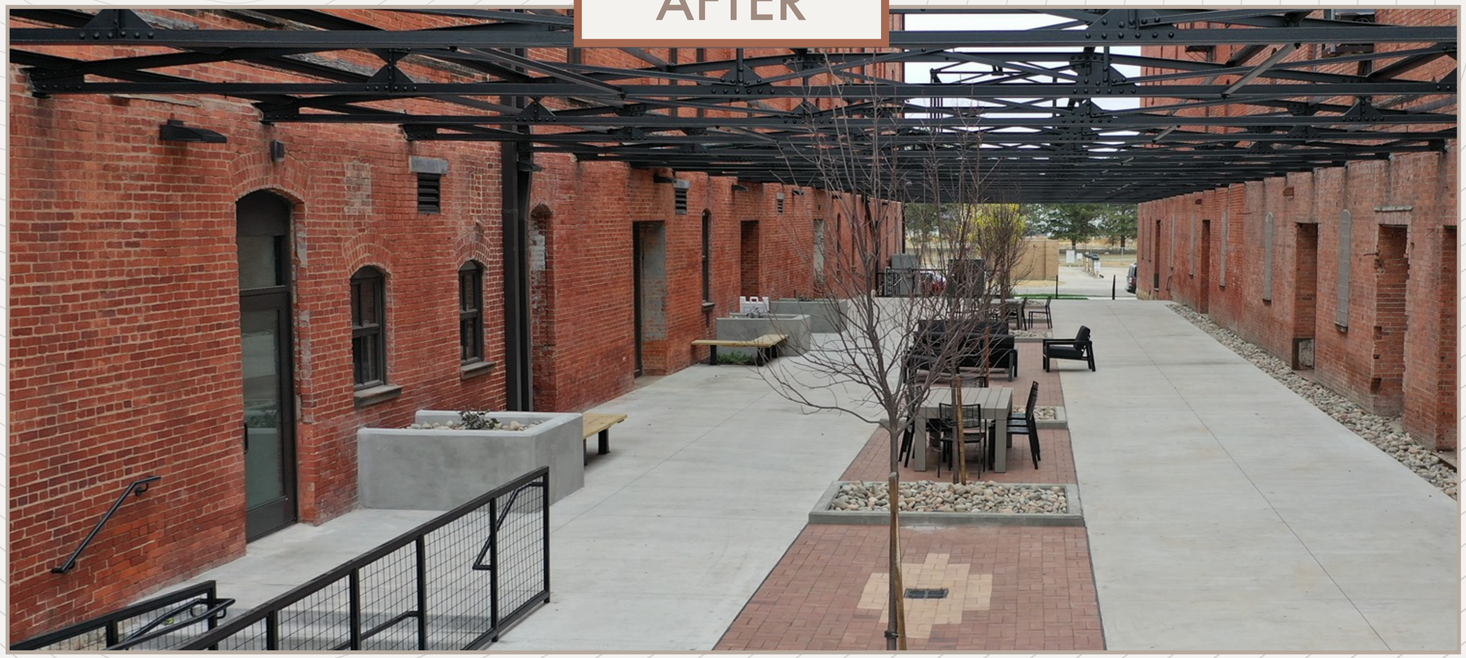


BEFORE



AFTER











STONEPOST LOFTS

HAYS, KS

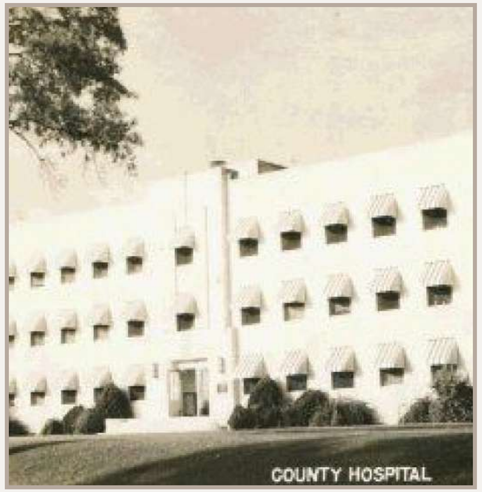
PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2022	Family	18

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

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.

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2024	Senior	47



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







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








AFTER








AFTER




LANDMARK
AT ABILENE
1101 - A


BEFORE


AFTER


BEFORE


AFTER

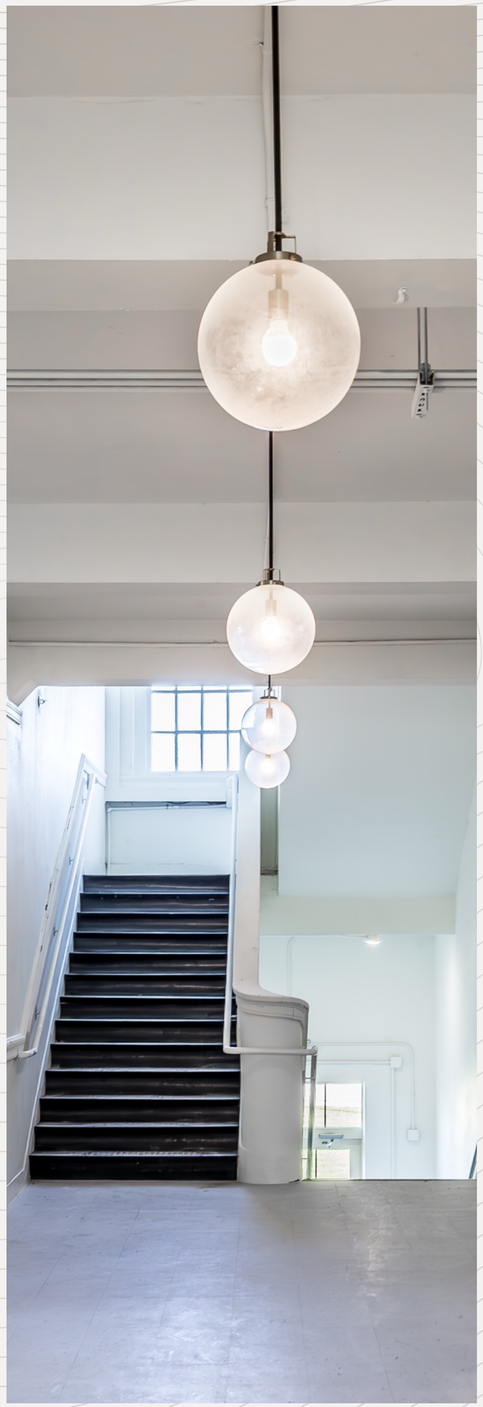

BEFORE


AFTER



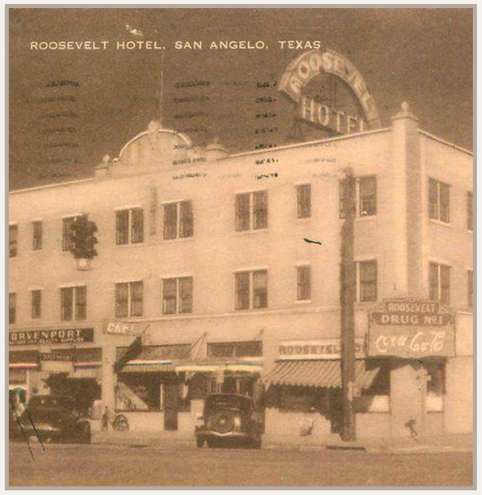

ELEVATOR
LOBBY
AFTER

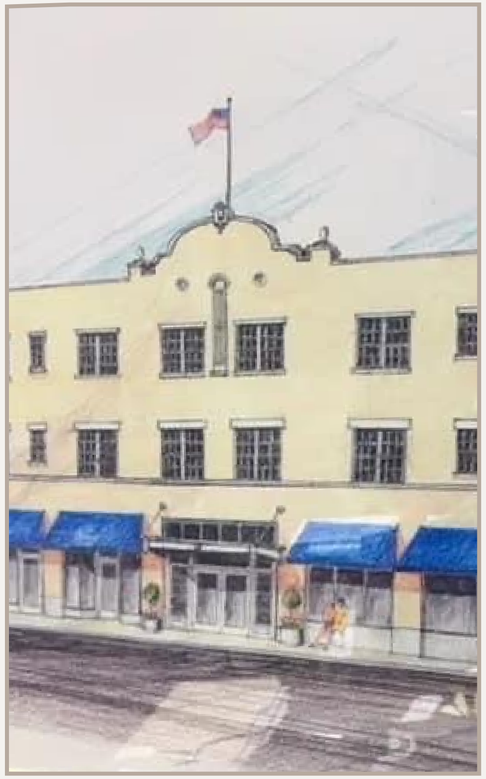












ROOSEVELT LOFTS

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
(785) 371-1663



KC OFFICE

5345 W. 151st Terrace
Leawood, Kansas 66224
(913) 396-6310



DENVER OFFICE

1732 Wazee St., Suite 202
Denver, Colorado
(303) 444-9330

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: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **10. Ordinance (First Reading) CUP-2025-03: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.9 Acres to Allow for Contractor Services within General Commercial (GC) Zoning, Located at 625 ES 11th Street *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to approximately 0.9 acres to allow for Contractor Services within General Commercial (GC) zoning.

SPECIAL CONSIDERATIONS

The subject property was annexed into the City in 1959 and has remained vacant since annexation. The property owners are wanting to develop the property as an office/warehouse for their plumbing company. The Development Review Committee are currently reviewing the site plan.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff Recommends approval subject to the Plan of Operations.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval subject to the Plan of Operations

by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. staff report
3. application
4. building layout
5. plan of operations
6. 1142 Lytle Acres Drive (PID_58041)
7. 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 27th 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 17th day of January, 2025, 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 March, 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 March, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

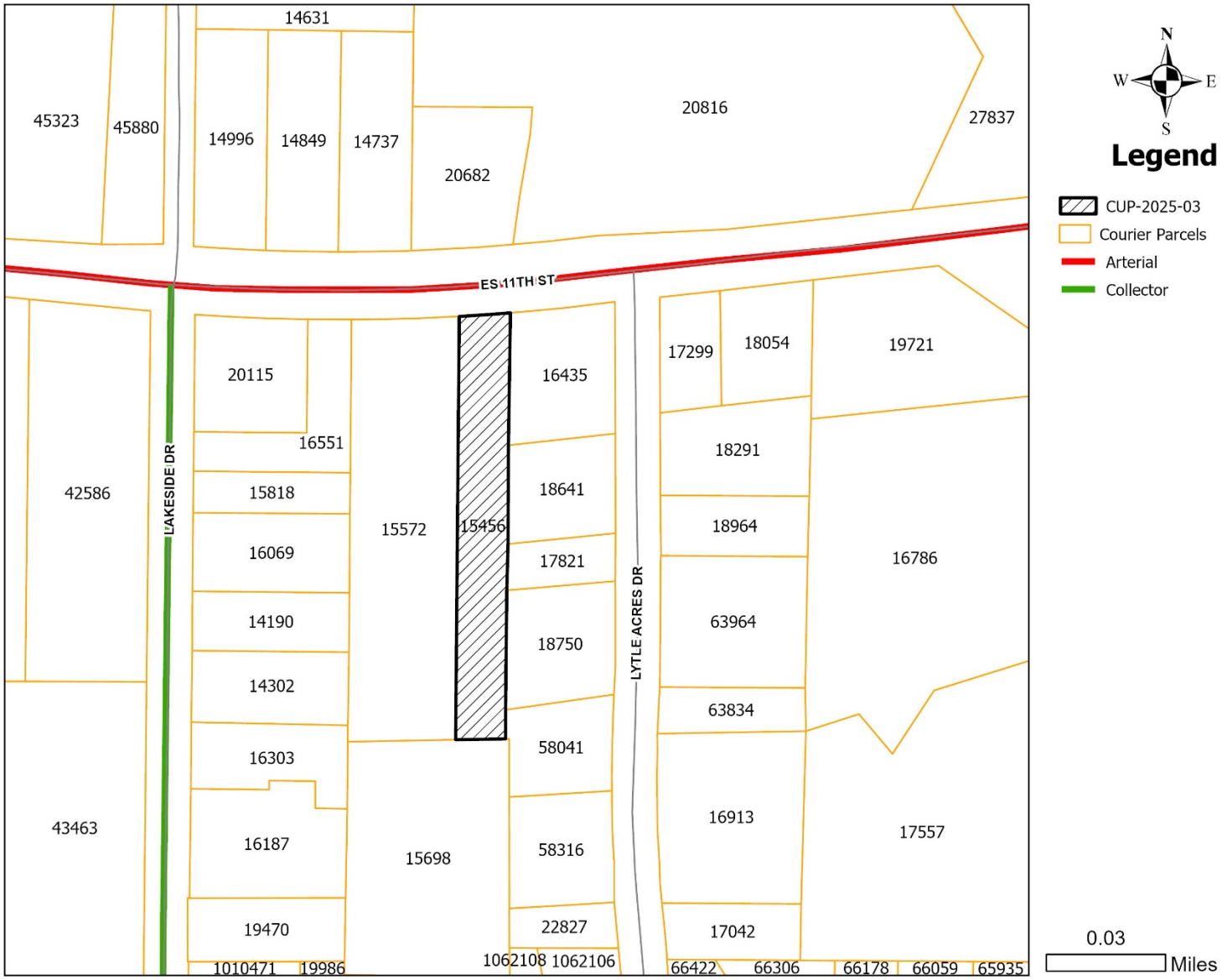
EXHIBIT A

Apply a Conditional Use Permit to approximately 0.9 acres to allow for Contractor Services within General Commercial (GC) zoning.

The Conditional Use Permit is subject to compliance with the attached Plan of Operation (Exhibit B).

Legal description being Block A, Lot 1, of the Walker Addition, Abilene, Taylor County, Texas.

Located at 625 ES 11th Street.



ORDINANCE NO. _____

EXHIBIT B

Scope of Operations and Future Plans for Walker Tradesman Plumbing located at 625 ES 11th, Abilene, Texas. Walker Addition, Block A, Lot 1, Acres 0.9

Walker Tradesman Plumbing operations consist of receiving customer service calls, scheduling appointments, and dispatching technicians to job sites.

Our office hours are 8:00 to 5:00 Monday through Friday. We are closed on weekends. From time to time the on-call plumber may come in before or after these hours to collect supplies for a job. Otherwise, they take a truck home and use the on-call cell phone to dispatch calls.

Our operation is small compared to most and will consist of an area our employees can park during the day. Normally once a technician is dispatched in the morning you rarely see them except for lunch and clocking out at the end of the day. The garage area will hold routine plumbing supplies and smaller equipment needed for routine residential plumbing jobs.

The noise level is very low as administrative staff will be the only ones on the property and we rarely get customers or venders dropping by the office. An occasional plumbing truck will come to the office to gather dispatch paperwork or to collect a tool or supplies.

We have carefully designed the building to sit on the front part of the property as consistent with other commercial buildings along ES 11th. We have an engineer who has helped us understand and stay in compliance with all city codes and ordinances respecting property lines and avoiding the 10" sewer main that runs through the center of our property. We are not allowed to build a building on top of the sewer main. We have taken great care in designing the building size so it will accommodate our administrative processes and allow for the 100-year-old pecan trees to remain on the property. A privacy fence, much like the one constructed to the west of our property, will be built along the east side of the property to protect our neighbor's privacy.

We first purchased the property in August of 2010. It was our understanding along with our neighbor this was zoned commercial property. We have a surveyor certificate and plat description on file dated August 31, 2016. On November 7, 2017, we went before the City Council along with our neighbor on the west side of our property to get permission to rezone the back part of the property from RS-6 property to General Commercial which was approved for both properties. Allowing us to further develop these properties that for no other reason would serve any purpose due to their location and access. Our neighbor proceeded with building a legal office building while we chose to put off the building process for a few more years. We have a fenced-in area towards the back of the property that serves as a yard to store a few trucks, a skid steer, backhoe, along with a tractor and lawn mower we use to maintain the property. We have been able to coexist with our neighbors since this time without incidence.

In closing, I would like to mention when we first bought the property, we began to clean it up as it had become an eyesore and was being utilized as a neighborhood dumping ground. We hauled truck loads of tree limbs and trash that had been a haven for rats and snakes. As we worked, the neighbors on the east side of the property thanked us for cleaning up the property and helping with their mice problem that had migrated to their homes because of the tall grass and debris pile. One neighbor told us she felt safer because of our presence as there were homeless people that liked to frequent the property. We have been and are very considerate and upfront with our neighbors in expressing our plans for the property and will continue to respect our neighbors. Some mentioned they hoped we wouldn't cut down the pecan trees. We told them it was our goal to keep them if possible.

Currently our administrative office is located on Windmill Circle and we can provide recommendations if needed.

Respectfully Submitted,

Steve & Diana Walker,

Owners Walker Tradesman Plumbing

END

ZONING CASE CUP-2025-03 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: February 4, 2025
City Council 1st Read: February 27, 2025
City Council 2nd Read: March 13, 2025

Applicant
Owner: Steve & Diana Walker

Case Manager
Mason Teegardin – Division Manager

Request
The applicant is requesting to apply a Conditional Use Permit to approximately 0.9 acres to allow for Contractor Services within General Commercial (GC) zoning.

Location
The subject property is located at 625 ES 11th Street. Legal description being Block A, Lot 1, of the Walker Addition, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1959 and has remained vacant since annexation. The property owners are wanting to develop the property as an office/warehouse for their plumbing company. The Development Review Committee are currently reviewing the site plan.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GC	Event Center
East	GC	Meat Market
South	RS-6	Single Family Residence
West	GC	Law Offices

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 intent of the Land Development Code.
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.

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 should not generate additional pedestrian or vehicular traffic for the area.
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 should 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 use will not generate any adverse effect on any adjacent properties. Visual screening and/or buffering will be required during the site plan review for the areas of the property abutting RS-6 lots.
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 use complies with the zoning district and surrounding property uses.

P&Z Recommendation
The Planning & Zoning Commission recommends **approval** subject to the Plan of Operations.

Attachments

- Application
- Building Layout
- Plan of Operations
- PowerPoint Presentation

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on January 17, 2025, 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 ID Legend: O - Opposed, F - In Favor

OWNER	PROP ID	SITUS	RESPONSE
HERNANDEZ BRANT LEE	14190	1163 LAKESIDE DR	
HOOKER NICHOLAS RYAN	14302	1171 LAKESIDE DR	
CHRISTIAN DORA SUE	14737	534 ES 11TH ST	
CHRISTIAN DORA SUE	14849	518 ES 11TH ST	
WALKER STEVE & DIANA	15456	625 ES 11TH ST	
WALKER STEVE & DIANA	15456	615 ES 11TH ST	
JONES JAY	15572	541 ES 11TH ST	
JONES JAY	15698	550 BYNUM ST	
CONRAD MONTE	15818	1133 LAKESIDE DR	
CONRAD MONTE	16069	1149 LAKESIDE DR	

GREENWOOD JEFFREY MARK &	16187	1217 LAKESIDE DR	
COLE OPHILIIA	16303	1209 LAKESIDE DR	
HENDRIX TOMMY D & TAMI M	16435	633 ES 11TH ST	
WEST TEXAS COMMERCIAL	16551	503 ES 11TH ST	
SANTOS ROMEO	17299	701 ES 11TH ST APT A	
SANTOS ROMEO	17299	701 ES 11TH ST APT C	
SANTOS ROMEO	17299	701 ES 11TH ST APT B	
SANTOS ROMEO	17299	701 ES 11TH ST APT D	
BRYAN DOUGLAS KURT & LEE ANN	17821	1134 LYTLE ACRES DR	
WILKES RONNIE DALE &	18641	1126 LYTLE ACRES DR	
BIDDY WANDA D	18750	1138 LYTLE ACRES DR	
LIONS GATE EVENT CENTER	20682	550 ES 11TH ST	
CITY OF ABILENE	20816	610 ES 11TH ST	**N/A**
CITY OF ABILENE	20816	704 ES 11TH ST	**N/A**
CITY OF ABILENE	20816	610 B ES 11TH ST	**N/A**
LEMAY PEARL LF EST	58041	1142 LYTLE ACRES DR	**F**
LE MAY LINDA M LIFE ESTATE	58316	1158 LYTLE ACRES DR	
LE MAY LINDA M LIFE ESTATE	58316	1202 LYTLE ACRES DR	

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PLAN OF OPERATIONS

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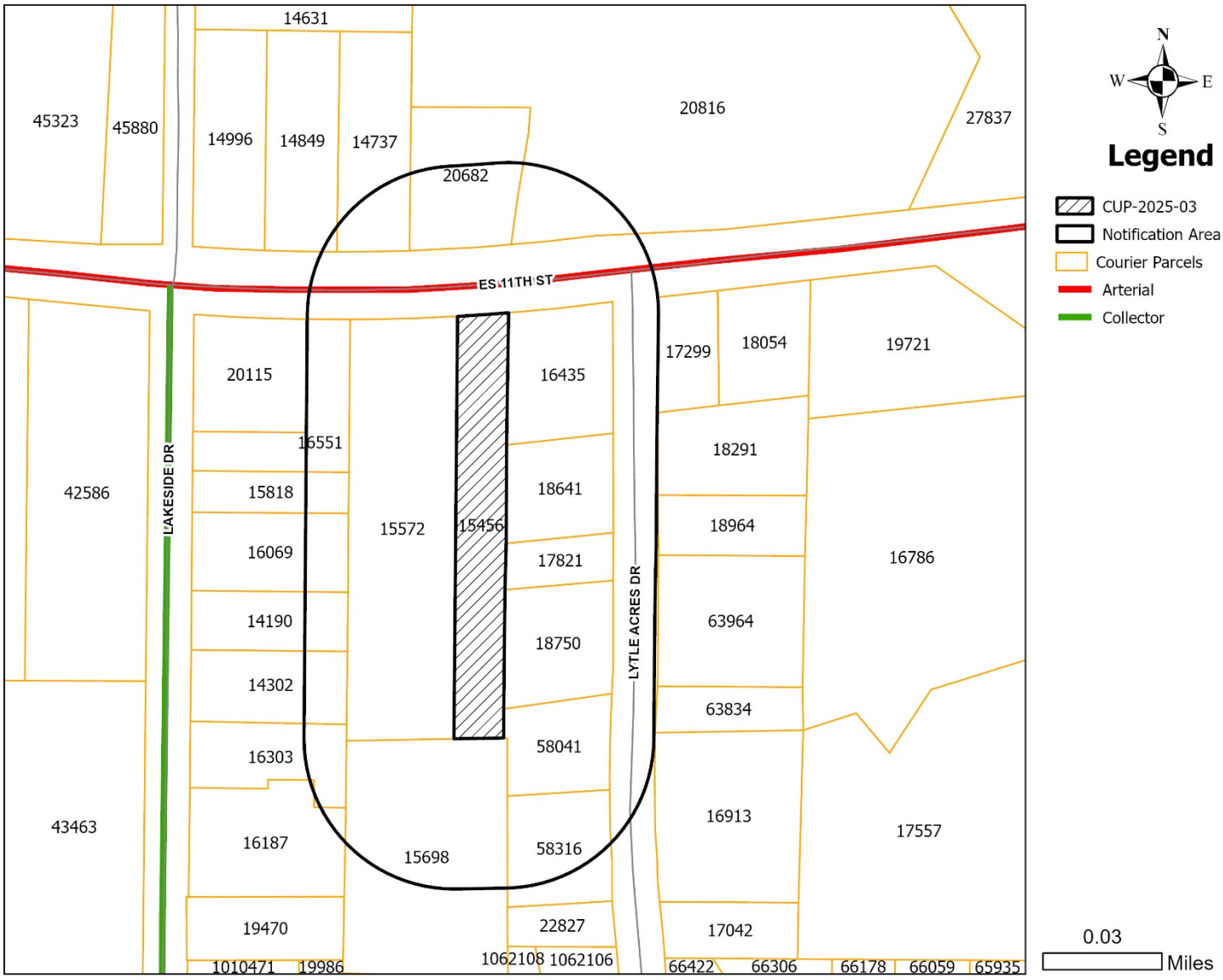
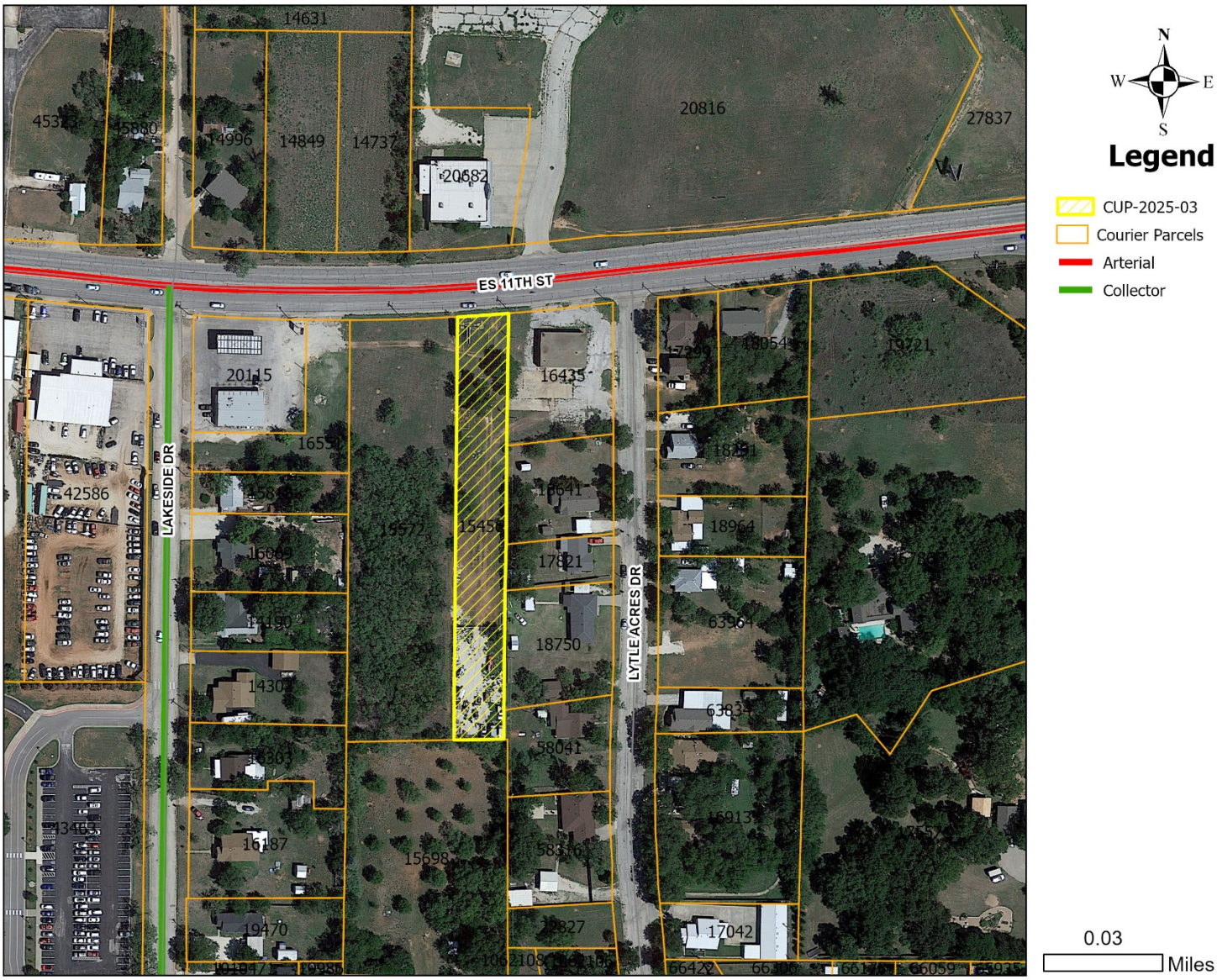
Steve & Diana Walker,

Owners Walker Tradesman Plumbing

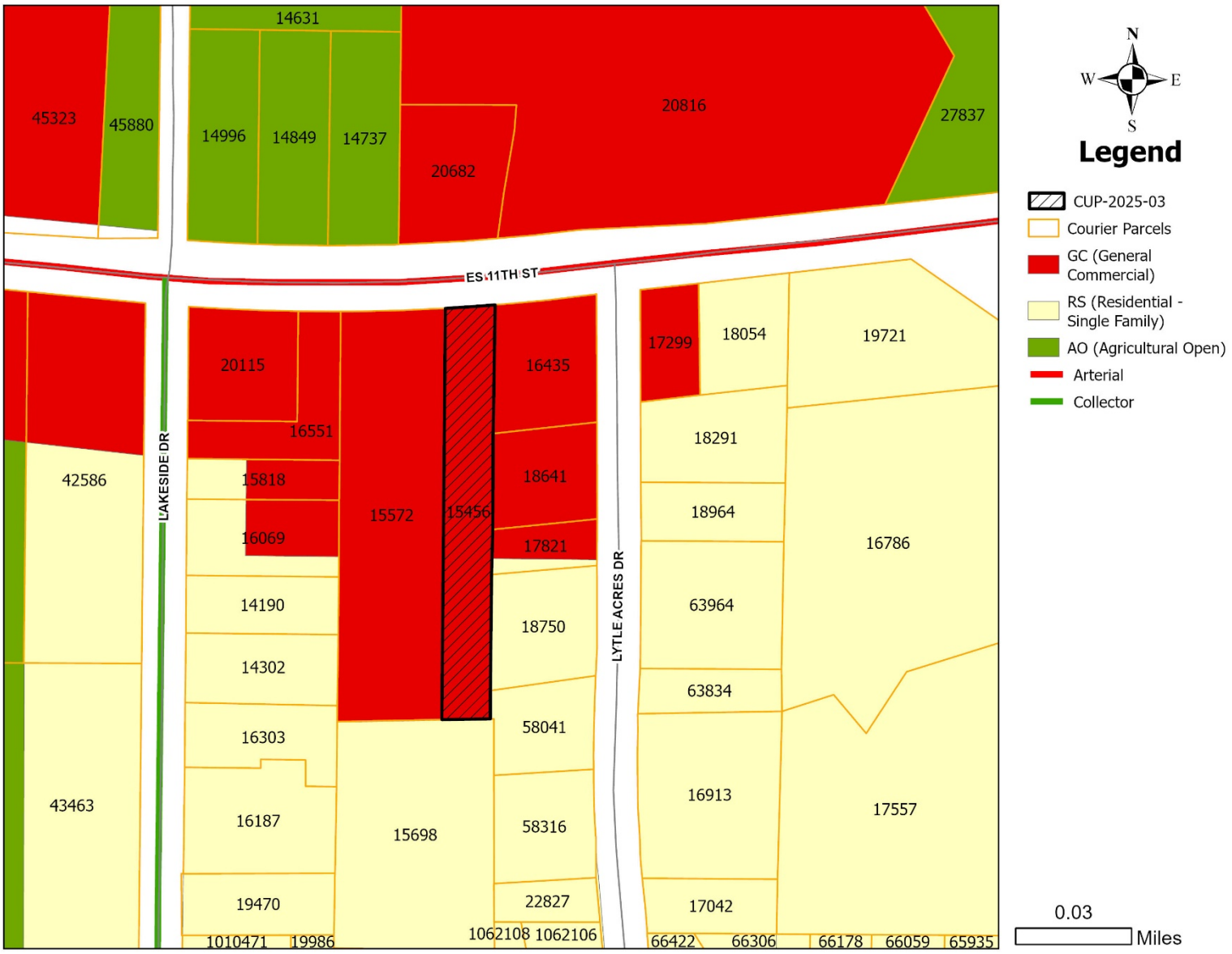
NOTIFICATION MAP



LOCATION MAP



ZONING MAP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43463
LAKESIDE DR
LYTLE ACRES DR
14190
14302
16303
16187
15698
19470
1010471
19986
N
W
E
S
Legend
CUP-2025-03
Courier Parcels
GC (General Commercial)
RS (Residential - Single Family)
AO (Agricultural Open)
Arterial
Collector
0.03
Miles

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: Walker Tradesman Plumbing Offices

Address: 6258 S 11th Number of Lots: 1 Acreage: 0.9

Legal Description: A0708 Sur48 Bal SE/4, Tract 2, Acres 0.9

Subdivision Name: Walker Addition Block: A Lot: 1

Current Zoning: GC Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Steve & Diana Walker

Address: 225 Filly Rd

City, State, Zip: Abilene, TX 79606 Fax: (325) 276-3508

Phone: (325) 514-0039 Email: steve@walker-tradesman.com diana@walker-tradesman.com

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: Steve Walker Diana Walker Date: 12/6/24

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Conditional Use Permit

Build office building for Walker Tradesman Plumbing.

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.

CITY OF ABILENE TEXAS

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?

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?

They are consistant to such uses Appropriate for ES 11th Street.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

yes

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)

2024 Development Application

Disclosure of Interest

Disclosure Questions

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

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

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

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

N/A

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

N/A

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

Name of Certifying Person *(print)*: Steve Walker Diana Walker

Property Owner X Project Representative

Signature of Certifying Person: Steve Walker Diana Walker

*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.

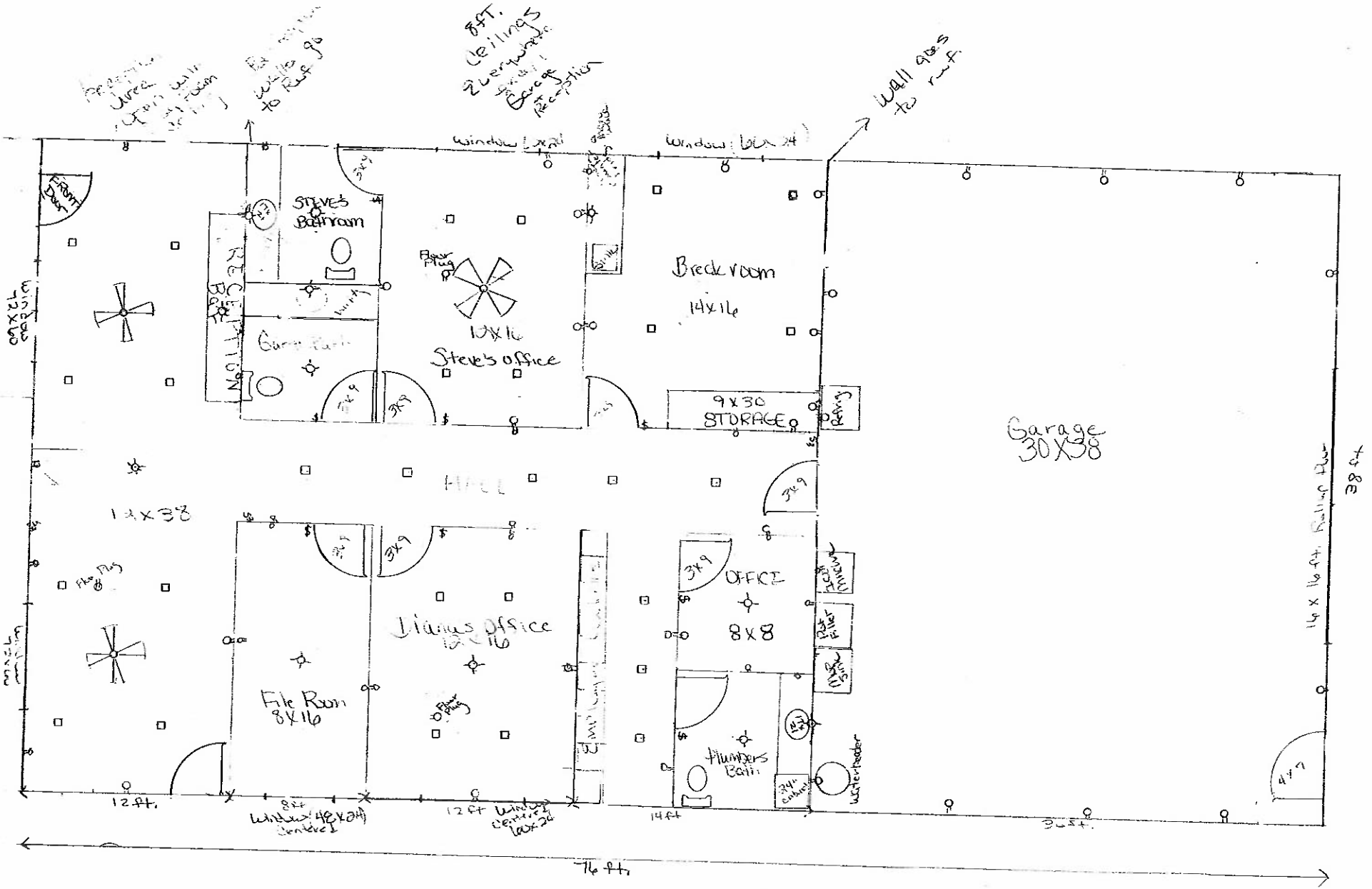
PLEASE READ BEFORE SIGNING

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: Diana Walker

DATE: 12/16/24



WALKER TRADESMAN OFFICE
625 ES 11TH
ABILENE TX

Scale 1/4

Scope of Operations and Future Plans for Walker Tradesman Plumbing located at 625 ES 11th, Abilene, Texas. Walker Addition, Block A, Lot 1, Acres 0.9

Walker Tradesman Plumbing operations consist of receiving customer service calls, scheduling appointments, and dispatching technicians to job sites.

Our office hours are 8:00 to 5:00 Monday through Friday. We are closed on weekends. From time to time the on-call plumber may come in before or after these hours to collect supplies for a job. Otherwise, they take a truck home and use the on-call cell phone to dispatch calls.

Our operation is small compared to most and will consist of an area our employees can park during the day. Normally once a technician is dispatched in the morning you rarely see them except for lunch and clocking out at the end of the day. The garage area will hold routine plumbing supplies and smaller equipment needed for routine residential plumbing jobs.

The noise level is very low as administrative staff will be the only ones on the property and we rarely get customers or venders dropping by the office. An occasional plumbing truck will come to the office to gather dispatch paperwork or to collect a tool or supplies.

We have carefully designed the building to sit on the front part of the property as consistent with other commercial buildings along ES 11th. We have an engineer who has helped us understand and stay in compliance with all city codes and ordinances respecting property lines and avoiding the 10" sewer main that runs through the center of our property. We are not allowed to build a building on top of the sewer main. We have taken great care in designing the building size so it will accommodate our administrative processes and allow for the 100-year-old pecan trees to remain on the property. A privacy fence, much like the one constructed to the west of our property, will be built along the east side of the property to protect our neighbor's privacy.

We first purchased the property in August of 2010. It was our understanding along with our neighbor this was zoned commercial property. We have a surveyor certificate and plat description on file dated August 31, 2016. On November 7, 2017, we went before the City Council along with our neighbor on the west side of our property to get permission to rezone the back part of the property from RS-6 property to General Commercial which was approved for both properties. Allowing us to further develop these properties that for no other reason would serve any purpose due to their location and access. Our neighbor proceeded with building a legal office building while we chose to put off the building process for a few more years. We have a fenced-in area towards the back of the property that serves as a yard to store a few trucks, a skid steer, backhoe, along with a tractor and lawn mower we use to maintain the property. We have been able to coexist with our neighbors since this time without incidence.

In closing, I would like to mention when we first bought the property, we began to clean it up as it had become an eyesore and was being utilized as a neighborhood dumping ground. We hauled truck loads of tree limbs and trash that had been a haven for rats and snakes. As we worked, the neighbors on the east side of the property thanked us for cleaning up the property and helping with their mice problem that had migrated to their homes because of the tall grass and debris pile. One neighbor told us she felt safer because of our presence as there were homeless people that liked to frequent the property. We have been and are very considerate and upfront with our neighbors in expressing our plans for the property and will continue to respect our neighbors. Some mentioned they hoped we wouldn't cut down the pecan trees. We told them it was our goal to keep them if possible.

Currently our administrative office is located on Windmill Circle and we can provide recommendations if needed.

Respectfully Submitted,

Steve & Diana Walker,

Owners Walker Tradesman Plumbing

[Planning] Response to Request for conditional use permit for Parcel ID #15456

2 messages

Ronda <rondava@suddenlink.net> Sun, Jan 26, 2025 at 2:57 PM
To: planning@abilenetx.gov

To: Mason Teegardin

From: Pearl LeMay, Parcel ID #58041

Subject: Response to request for conditional use permit for 625 ES 11th St, Parcel ID #15456

I, Pearl LeMay, am in favor of this request. The owner of this property is supposed to keep the fence row clean of trees and grass behind my property since building an additional fence about 1-2 feet from my fence several years ago. I want to be sure he still maintains this area.

Thank You,

Pearl LeMay

--
You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion visit https://groups.google.com/a/abilenetx.gov/d/msgid/planning/001b01db7034%24e73ee270%24b5bca750%24%40net.

Teegardin, Mason <mason.teegardin@abilenetx.gov> Tue, Jan 28, 2025 at 9:30 AM
To: Ronda <rondava@suddenlink.net>
Cc: planning@abilenetx.gov

Received, thank you!
[Quoted text hidden]
--

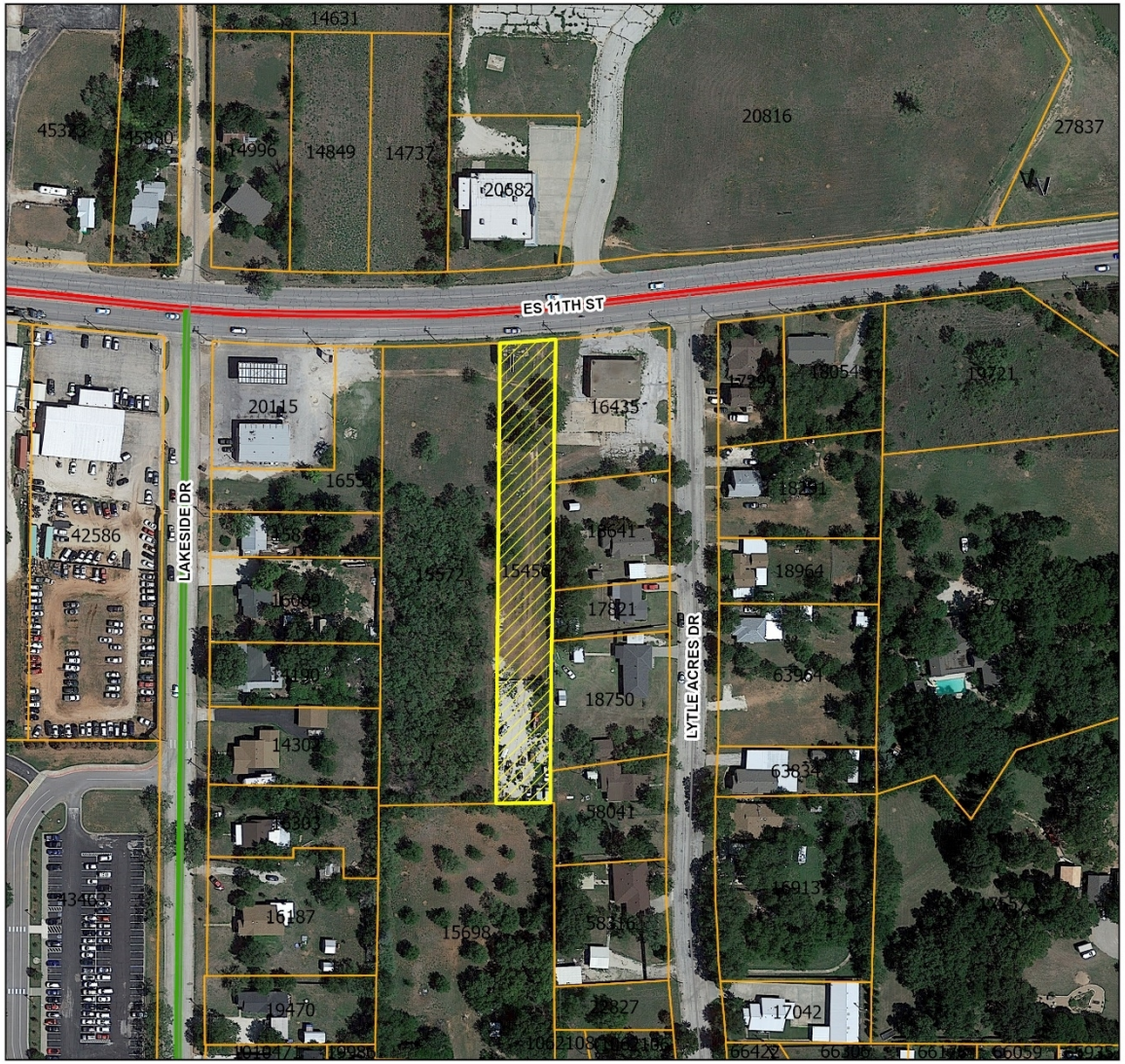
Mason Teegardin
Planning Division Manager
City of Abilene
555 Walnut Street
Office: 325.676.6490
mason.teegardin@abilenetx.gov

CONDITIONAL USE PERMIT

Case:	CUP-2025-03
Owner:	Steve & Diana Walker
Request:	A Conditional Use Permit to allow for Contractor Services within General Commercial (GC) zoning.
Location:	625 ES 11th Street
Notification:	1 in Favor, 0 in Opposition
Planning & Zoning:	February 4, 2025
Council Hearing:	February 27, 2025
	March 13, 2025

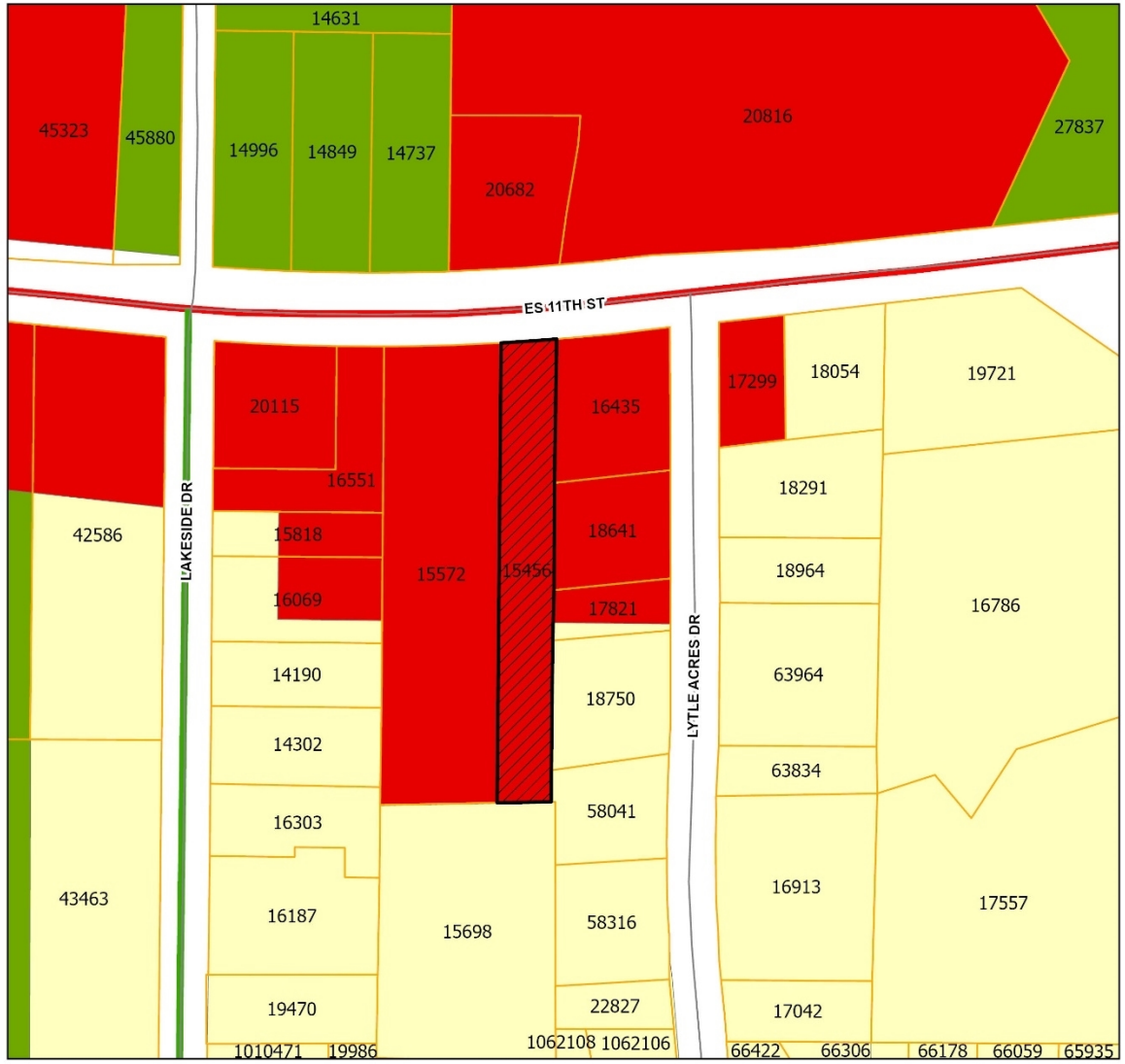
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

- CUP-2025-03
- Courier Parcels
- GC (General Commercial)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector

0.03 Miles

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**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

PROPERTY VIEWS

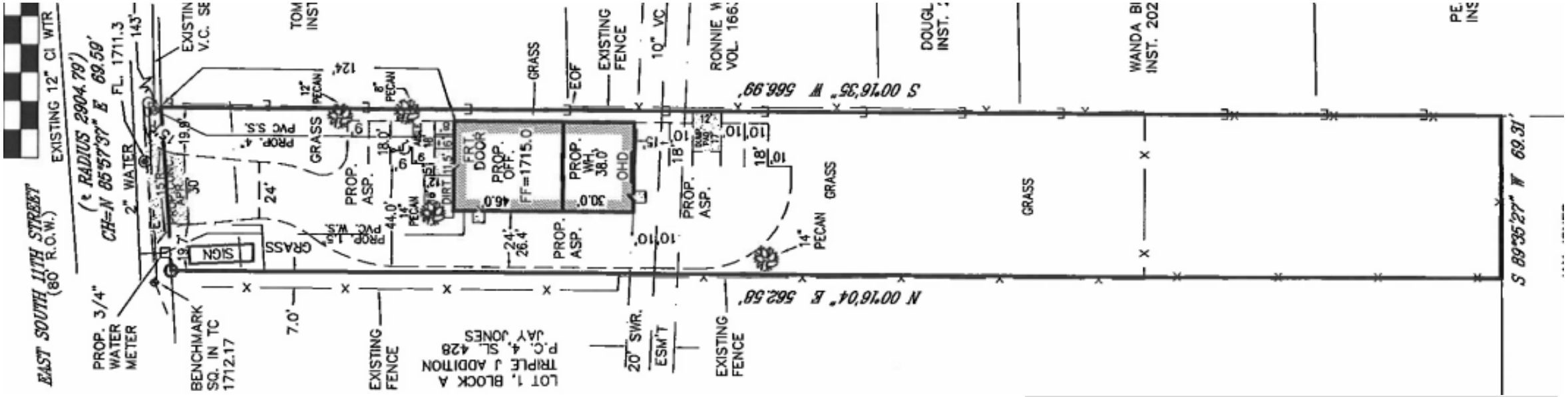






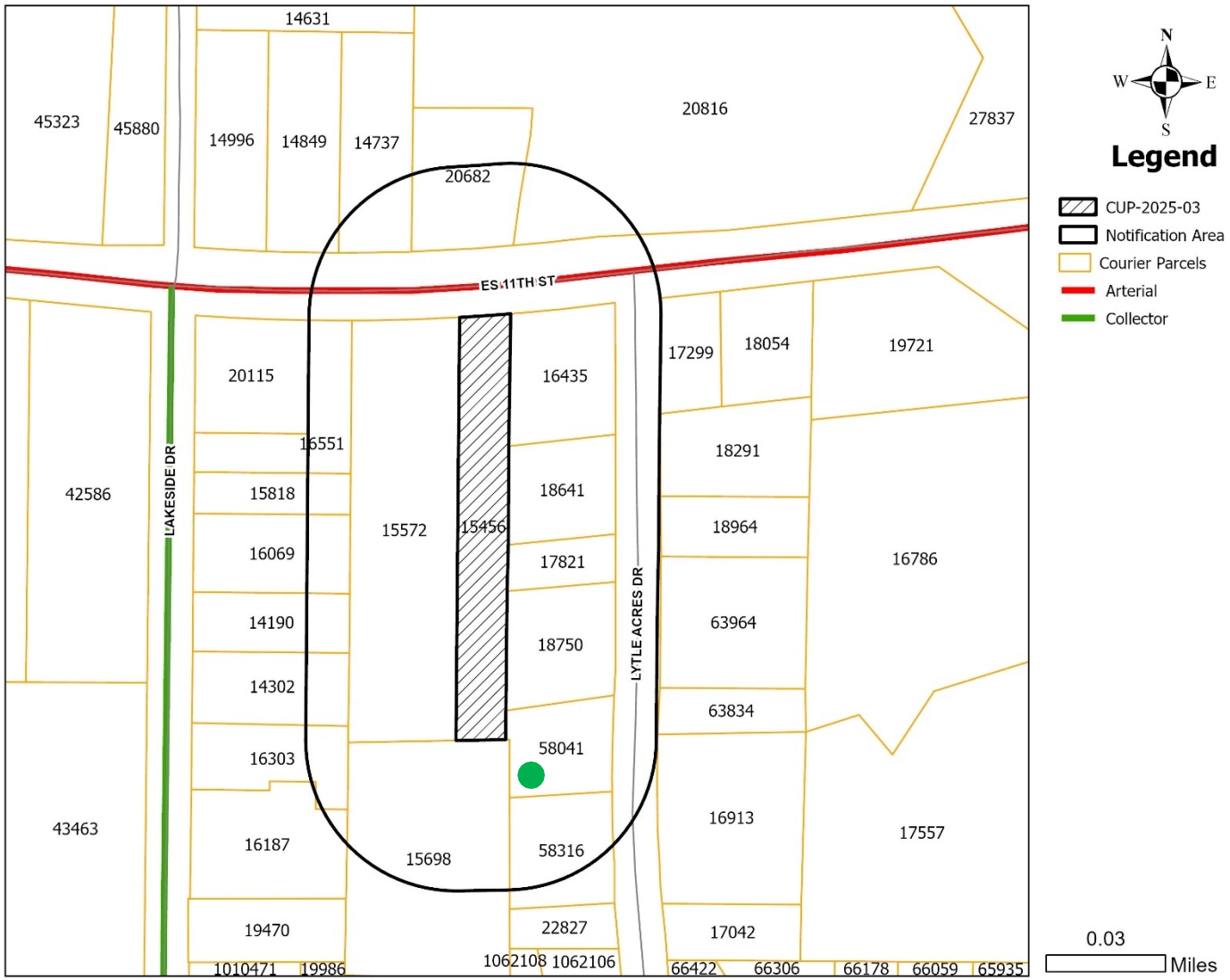
CITY OF ABILENE TEXAS

SITE PLAN



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1- 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;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation:

The Planning & Zoning Commission recommends **approval** subject to the Plan of Operations.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY OF ABILENE

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **11. Ordinance (First Reading) CUP-2025-04: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Precision Contractors, to Apply a Conditional Use Permit to Approximately 1.81 Acres Zoned General Commercial to Allow Freight containers, Located at 718 S. Clack Street *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to approximately 1.81 acres zoned General Commercial (GC) to allow Freight Containers.

SPECIAL CONSIDERATIONS

The subject property was annexed into the City in 1957; however, the property was not developed until 1993. According to google imagery the freight containers did not become a permanent fixture until 2019. Following a notice of violation from Code Compliance, the owners have moved the containers to an improved surface and have begun constructing a screening fence.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit, subject to the following conditions:
1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval subject to conditions as recommended by staff by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report CUP-2025-04
3. Concept Plan
4. Freight Container Requirements - Section 2.4.3.3(25)
5. Owner Authorization
6. Project Overview
7. Presentation CUP-2025-04

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 27th 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 17th day of January, 2025, 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 March, 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 March, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

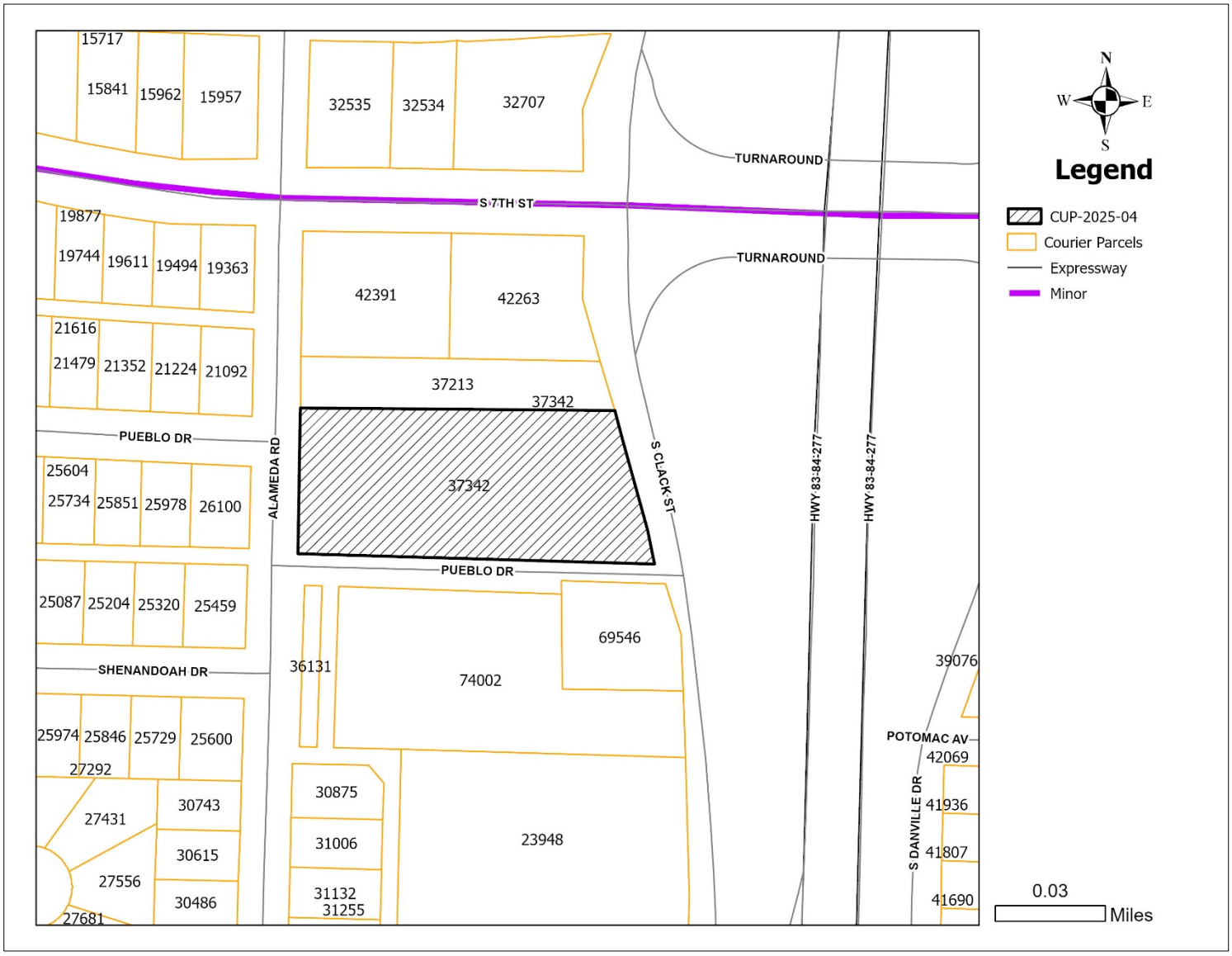
Apply a Conditional Use Permit to approximately 1.81 acres to allow freight containers within General Commercial (GC) zoning.

The Conditional Use Permit is subject to the submitted the following conditions:

1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

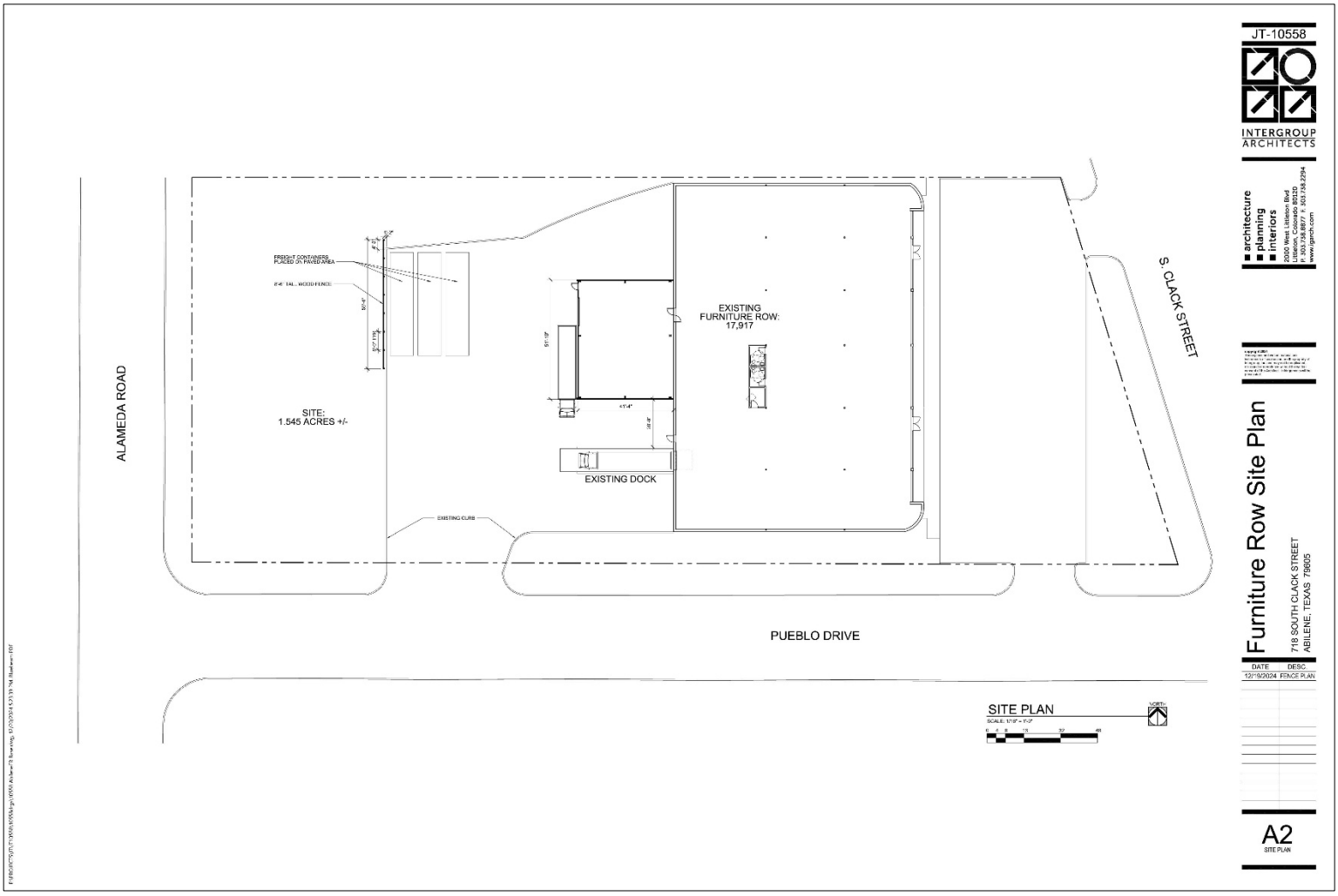
Legal description being Lot 3 and South 31.9' of Lots 1 and 2, Block A, Smith Bros & Raymond Addition, Abilene, Taylor County, Texas.

Located at 718 S Clack St.



ORDINANCE NO. _____

EXHIBIT B



-END-

ZONING CASE CUP-2025-04 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: February 4, 2025
City Council 1st Read: February 27, 2025
City Council 2nd Read: March 13, 2025

Applicant
Owner: Furniture Row USA LLC
Agent: Precision Contractors – Kyle Kassel

Case Manager
Clarissa Ivey – Planner

Request
The applicant is requesting to apply a Conditional Use Permit to approximately 1.81 acres zoned General Commercial (GC) to allow Freight Containers.

Location
The subject property is located at 718 S Clack St, legal description being Lot 3 and South 31.9' of Lots 1 and 2, Block A, Smith Bros & Raymond Addition, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1957; however, the property was not developed until 1993. According to google imagery the freight containers did not become a permanent fixture until 2019. Following a notice of violation from Code Compliance, the owners have moved the containers to an improved surface and have begun constructing a screening fence.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GC	Church
East	N/A	HWY 83-84
South	GC	Self-Storage & Retail
West	RS-6	Residential

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 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 intent of the General Commercial zoning district regulations and uses.

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.
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/existing 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 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.**
   The applicant will be required to comply with the Land Development Code requirements regarding freight containers in General Commercial zoning which includes screening from adjacent properties with less intensive uses.
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 use, if approved, will be subject to the following LDC requirements:
   - Freight Containers in Commercial districts shall be screened from public right-of-way, except alleys
   - Freight containers in any district shall be screened from adjacent properties with zoning designations other than HI, LI, HC, and GC
   - Freight containers shall not have signs, logos, or other markings, other than small, incidental labeling, visible from the right-of-way or visible from adjacent properties with zoning designations other than HI, LI, HC, and GC.
   - Freight containers shall be located in the rear of the main structure and shall be a solid color to match the dominant color of the principal structure.
   - Freight containers shall not be stacked.
   - A building permit shall be obtained for each container, and each shall meet all building and development regulations

P&Z Recommendation

The Planning and Zoning commission recommends **approval** of the Conditional Use Permit, subject to the following conditions:

1. A building permit must be applied for within 30 days of approval
2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

Attachments

- Concept Plan
- LDC requirements for freight containers

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on January 17, 2025, 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
BECK DOUGLAS KENT	37213	714 S CLACK ST	
BECK KENT	42263	710 S CLACK ST	
BEST USI PORTFOLIO LLC	74002	818 S CLACK ST	
BOGUS ANNABELLE P	25459	5202 SHENANDOAH DR	
BONILLA FRANCISCO &	25851	5217 PUEBLO DR	
DABNEY MYRAM	21224	5210 PUEBLO DR	
DACUMOS REBECA C	19363	5201 S 7TH ST	
FURNITURE ROW USA LLC	37342	718 S CLACK ST	
JARAMILLO JUAN P & PRADO MARIA L	25320	5210 SHENANDOAH DR	
JGN PROPERTIES LLC	19494	5209 S 7TH ST	
JOYFUL MORNING PROPERTIES LLC	25204	5218 SHENANDOAH DR	
KNOTTY OAK FUNERAL SERVICES LLC	42391	5133 S 7TH ST	
LEGACY DWELLING LLC	26100	5201 PUEBLO DR	
LEYVA ROSA LOPEZ	25978	5209 PUEBLO DR	
NANCE NOAH	25600	5201 SHENANDOAH DR	
R & M THOMASON FAMILY	36131	710 ALAMEDA RD	
REEDER MARIAN JO TR OF FARREL G REEDER TESTAMENTARY TR	69546	802 S CLACK ST	
REID JEREMY	21092	5202 PUEBLO DR	
WEBB PETRA G MATA	21352	5218 PUEBLO DR	

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
DACUMOS REBECA C	19363	5201 S 7TH ST	
JGN PROPERTIES LLC	19494	5209 S 7TH ST	
REID JEREMY	21092	5202 PUEBLO DR	
DABNEY MYRAM	21224	5210 PUEBLO DR	
WEBB PETRA G MATA	21352	5218 PUEBLO DR	
JOYFUL MORNING PROPERTIES LLC	25204	5218 SHENANDOAH DR	
JARAMILLO JUAN P & PRADO MARIA L	25320	5210 SHENANDOAH DR	
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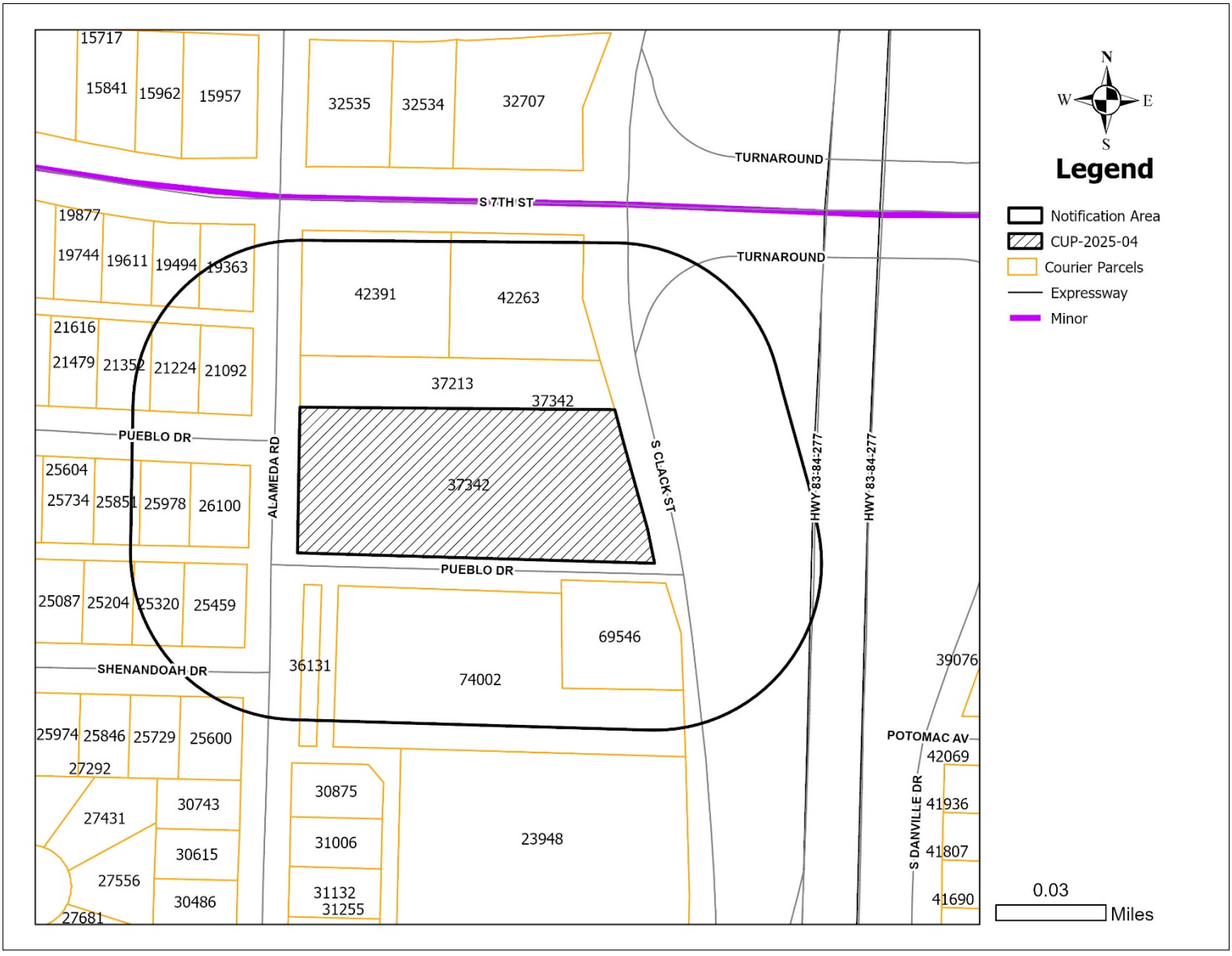
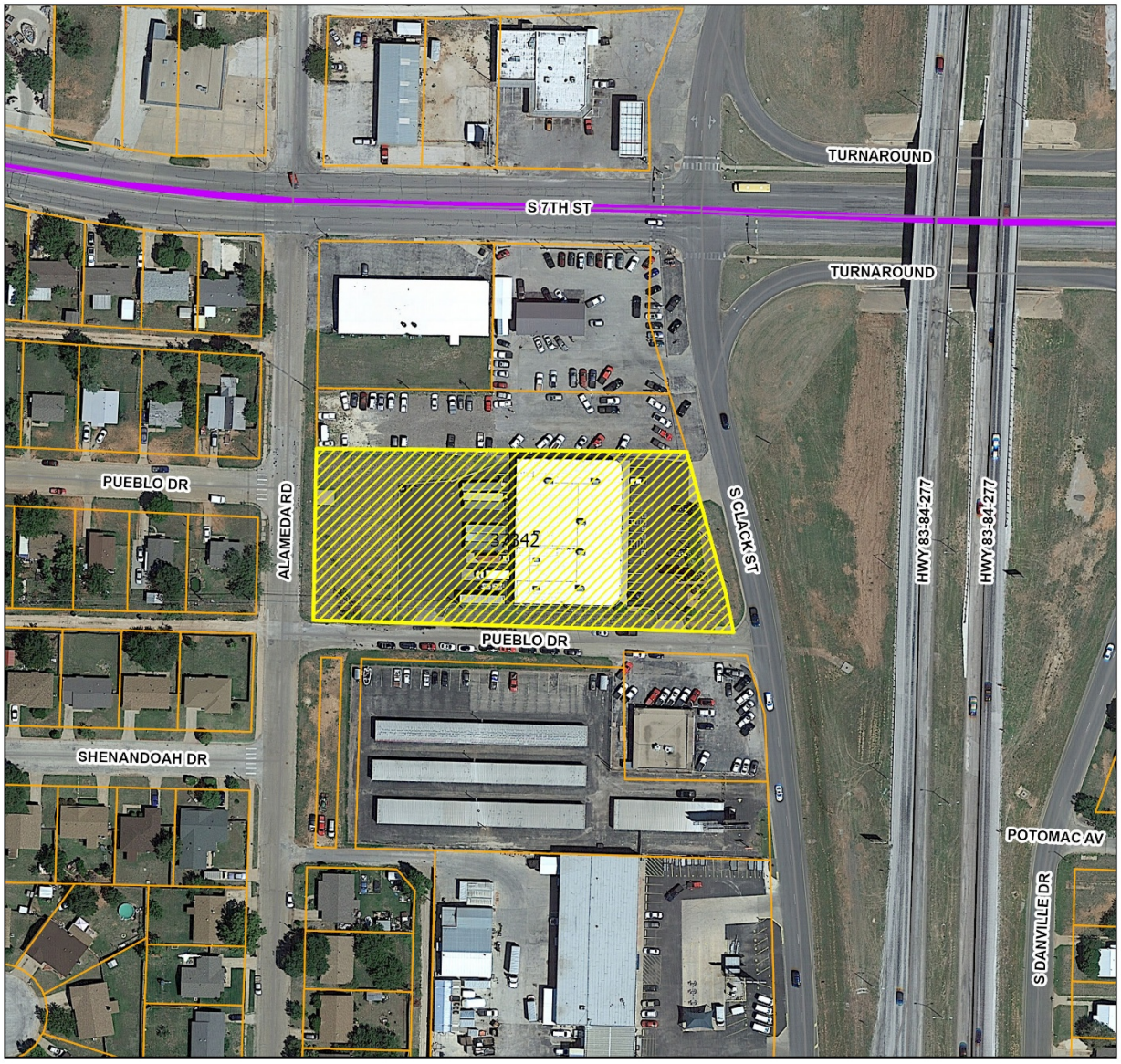
REEDER MARIAN JO TR OF FARREL G REEDER TESTAMENTARY TR	69546	802 S CLACK ST	
BEST USI PORTFOLIO LLC	74002	818 S CLACK ST	

NOTIFICATION MAP

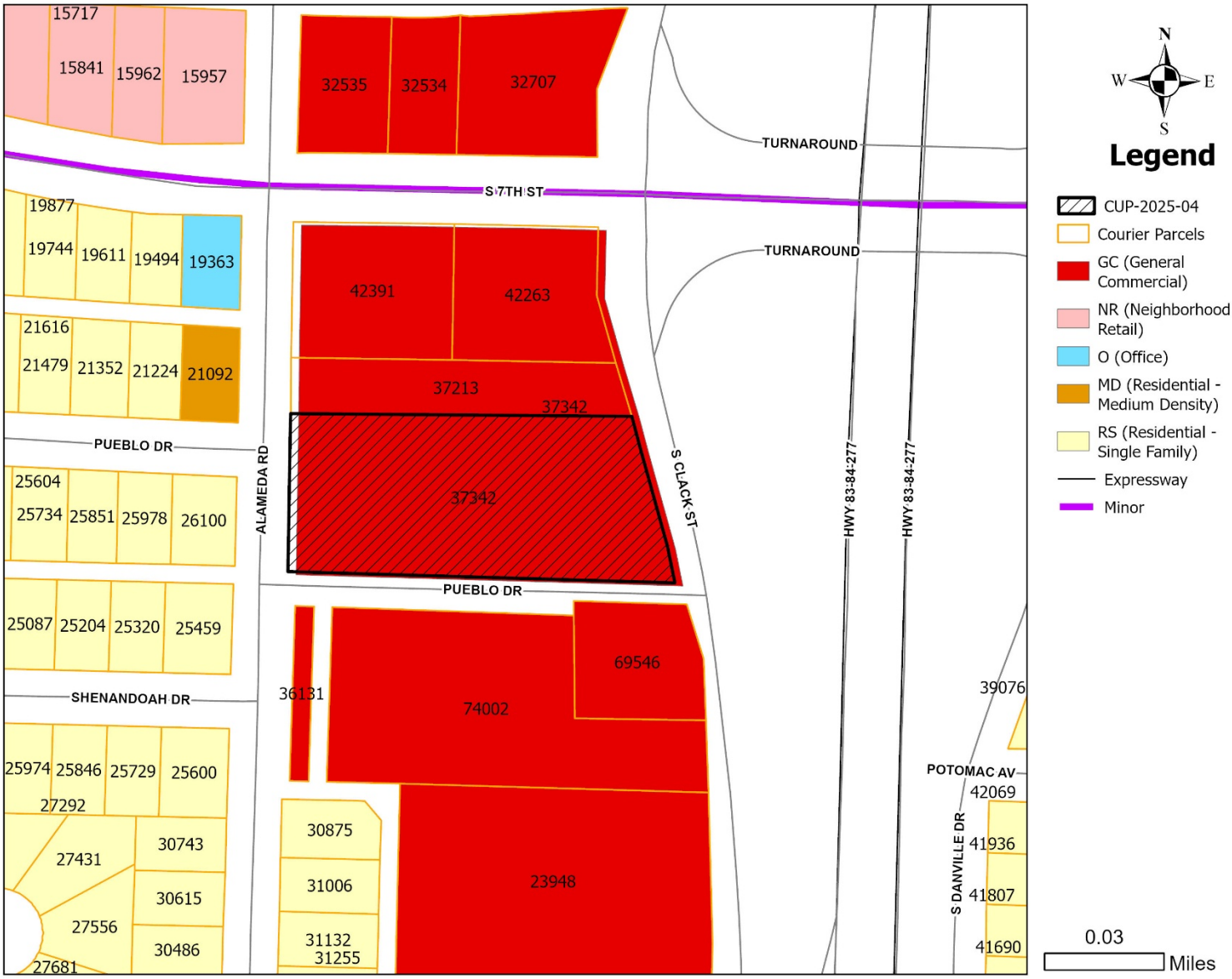


LOCATION MAP

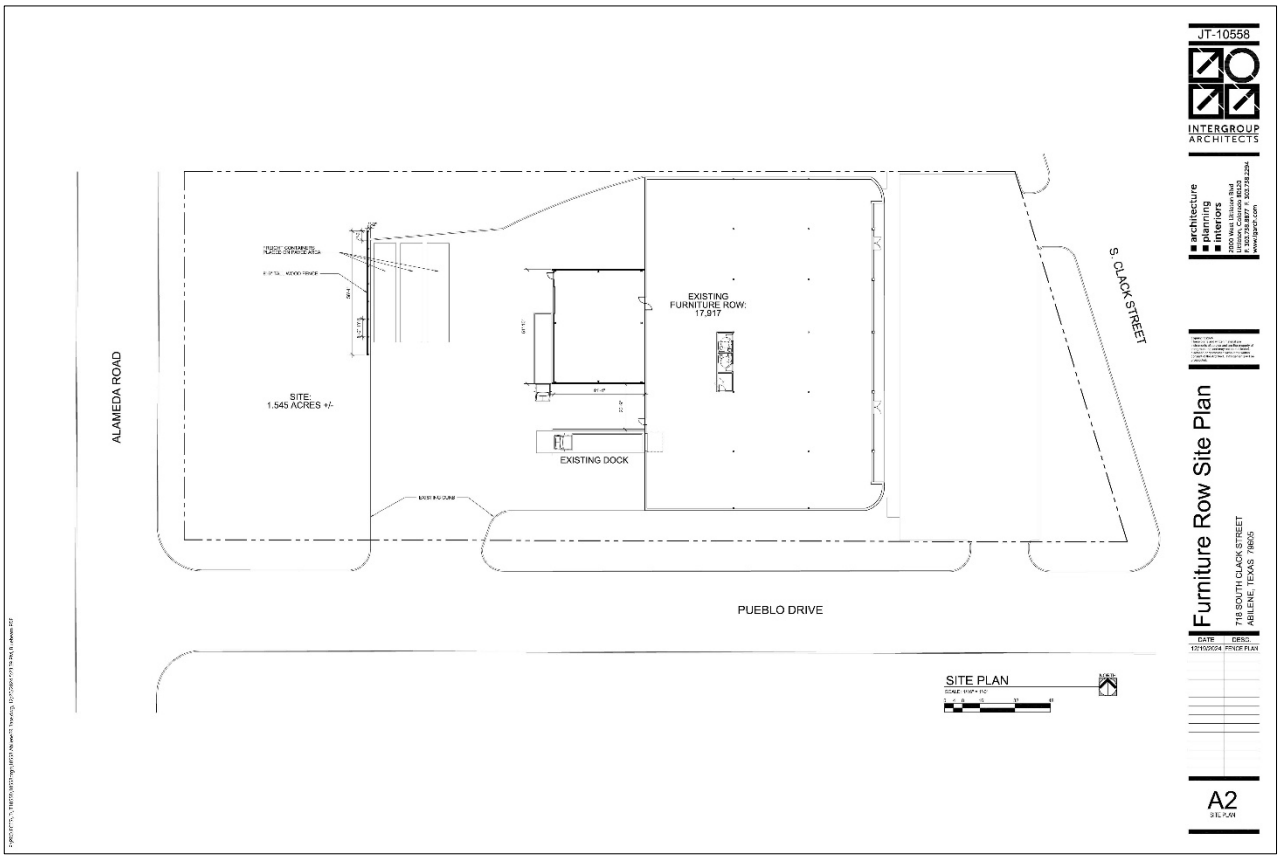




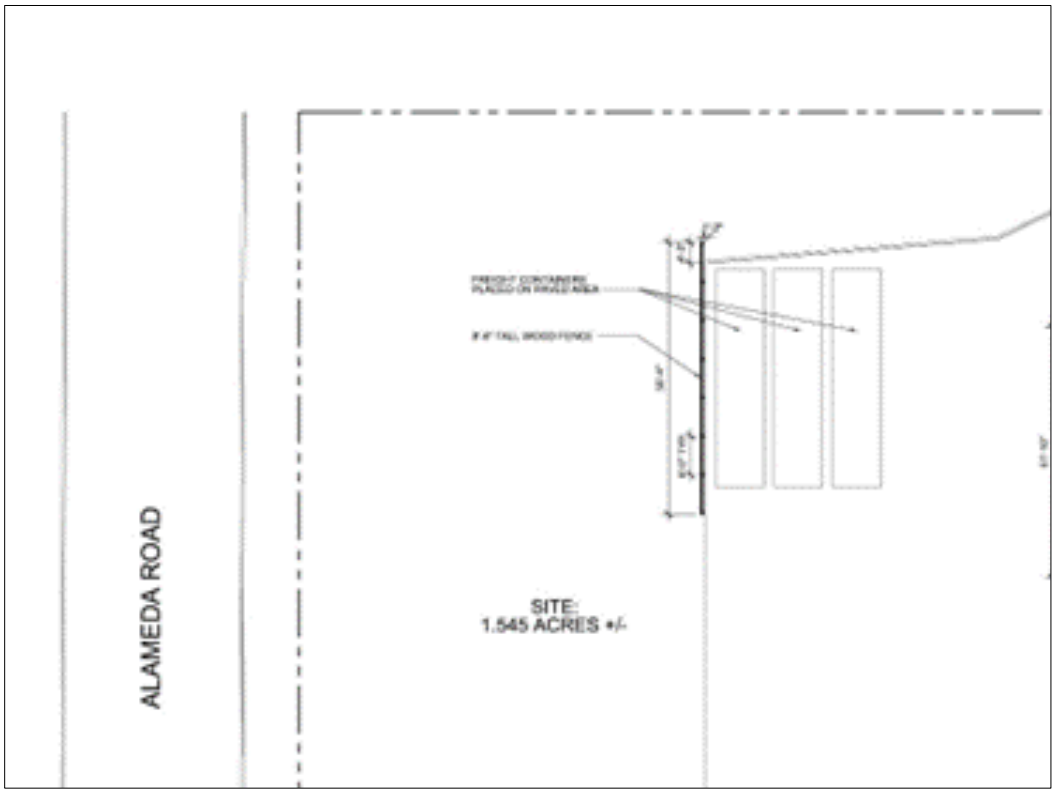
ZONING MAP


15717
15841
15962
15957
32535
32534
32707
TURNAROUND
S 7TH ST
19877
19744
19611
19494
19363
42391
42263
TURNAROUND
21616
21479
21352
21224
21092
37213
37342
PUEBLO DR
ALAMEDA RD
25604
25734
25851
25978
26100
37342
S CLACK ST
HWY 83-84-277
HWY 83-84-277
PUEBLO DR
25087
25204
25320
25459
69546
36131
74002
39076
SHENANDOAH DR
25974
25846
25729
25600
27292
POTOMAC AV
42069
30875
27431
30743
41936
31006
23948
S DANVILLE DR
30615
41807
27556
31132
31255
30486
41690
27681
N
W
E
S
Legend
CUP-2025-04
Courier Parcels
GC (General Commercial)
NR (Neighborhood Retail)
O (Office)
MD (Residential - Medium Density)
RS (Residential - Single Family)
Expressway
Minor
0.03
Miles

Concept Plan



Enlarged



SITE PLAN

SCALE: 1/16" = 1'-0"

0 4 8 16 32 48

NORTH

JT-10558

INTERGROUP ARCHITECTS

■ architecture
■ planning
■ interiors

2000 West Littleton Blvd
Littleton, Colorado 80120
P. 303.738.8877 F. 303.738.2294
www.igarch.com

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Furniture Row Site Plan

718 SOUTH CLACK STREET
ABILENE, TEXAS 79605

DATE	DESC.
12/19/2024	FENCE PLAN

A2
SITE PLAN

P:\PROJECTS\JT\JT10558\10558dngs\10558 AbileneFR Base.dwg, 12/20/2024 5:23:39 PM, Bluebeam PDF

(25) *FREIGHT CONTAINER:*

a. *Screening.*

1. Freight Containers in Agricultural Open Space districts and Commercial districts shall be screened from public right-of-way, except alleys.
2. Freight containers in any district shall be screened from adjacent properties with zoning designations other than HI, LI, HC, and GC.
3. Screening, as required in subsections a.1 and a.2 above, shall be accomplished through the use of landscaping as indicated below:
    i. A continuous hedge with a mature height of at least five feet achieved within one year, and
    ii. Trees with a mature height of at least ten feet spaced at twenty-foot intervals.
    iii. Alternative screening of a minimum seven feet height of an opaque material consisting of wood fencing and/or masonry walls may be approved by the Development Review Committee (DRC) where landscaping would not be practical or appropriate.

b. *Location and Appearance in Certain Zoning Districts.* In HC or GC districts, freight containers shall be located in the rear of the main structure and shall be a solid color to match the dominant color of the principal structure. In AO districts, freight containers shall be located a minimum of 200 feet from property lines.

c. *Signage.* Freight containers shall not have signs, logos, or other markings, other than small, incidental labeling, visible from the right-of-way or visible from adjacent properties with zoning designations other than HI, LI, HC, and GC.

d. *Building Permit Required.* A building permit shall be obtained for each container and each shall meet all building and development regulations, with the exception that building separation requirements shall apply to separation from freight containers to other structures, not between multiple freight containers.

e. *Storage Freight Containers.* Freight containers used only for storage shall meet the building requirements as a "temporary structure," regardless of the length of time it is in use on the property, with the exception that any ventilation requirements that would apply to a permanent structure also apply to a permanently placed freight container.

f. *Stacking Prohibited.* Freight containers shall not be stacked.

g. *Number of Freight Containers and Distance to Property Lines in AO Zoning.* Only 1 freight container is permitted by right in the AO zoning district. A Conditional Use Permit is required if more than 1 freight container is proposed or if a freight container is proposed to be less than 200 feet from a property line.

2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: 60754
Total Number of Acres: 1.81
Zoning Classification(s): GC
Total Number of Lots: 1
Location: 718 S Clack St, Abilene, TX 79605

Property Owner Information & Authorization

Name/Company: Furniture Row USA LLC
Address: 5651 N Broadway
City: Denver State: CO Zip Code: 80216
Phone: 303-437-7737 Email: lara.hayes@furniturerow.com

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate Kyle Kassel / Precision Contractors (*name of project representative*) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

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

Property Owner's Signature: [signature], Manager **Date:** 12/30/2024

STATE OF: Colorado

COUNTY OF: Adams

BEFORE ME, a Notary Public, on this day personally appeared Richard P.R. Cohn (*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 30th day of December, 2024

AVA RENAE HENRICKSON
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20154042748
My Commission Expires 3/23/2026

[signature]
NOTARY PUBLIC in and for the State of Colorado

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(*specify*): Contractor

Name: Kyle Kassel Company: Precision Contractors
Address: 12656 E Jamison Pl #2 City: Englewood State: CO
Zip Code: 80112 Number: 712-260-4102 Email: kylekassel@precision-contractors.com

PROJECT OVERVIEW

Project Type: Conditional Use Permit | **Project Title:** CUP-2025-04 Freight Container in GC (718 S Clack St.)
ID # 24-000274 | **Started** 12/22/2024 at 10:32 PM

Address

718 S Clack St, Abilene, TX USA 79605

Legal

Smith Bros & Raymond Addn Blk Block A Lot Lot 3 & S3 Smith Bros & Raymond Addn, Block A, Lot 3 & S31.9 Of Lt 1 & 2

Description

The client currently has 3 containers and plan on moving them off the grass to the pavement and building a fence to block from residential home view.

PROPERTY DETAILS

Property ID	37342
GEO ID	53107
Enforcement Area	Dyess Area

PROPERTY ADDITIONAL INFORMATION

Account Number	60754000200
Property ID	53107
Land Use	Commercial
High School	Chs
Middle School	Clack
Elementary School	Reagan
Super Neighborhood	Dyess Area
Courier - Building Square Feet	15600

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Furniture Row Usa Llc	-	5651 Broadway Denver, CO 80216-1021	-	Property Owner
Jacob Williams	jacob.williams@furniturerow.com 3256982434	718 S Clack St Abilene, TX 79605	-	Property Tenant
Kyle Kassel	kylekassel@precision-contractors.com	-	-	APPLICANT

GENERAL COMMENTS

Clarissa Ivey, *Planning Division, Dec 23, 2024 at 11:37 AM*

Please complete the owner authorization document attached. The completed document can be uploaded here or emailed to planning@abilenetx.gov

Kyle Kassel, *Dec 31, 2024 at 11:35 AM*

Hi Clarissa,

I understand Lara with Furniture Row cc'd you on her email with the attached document yesterday, but included it below for your reference!

Thank you,
Kyle L. Kassel
712.260.4102

CONDITIONAL USE PERMIT

Case: CUP-2025-04

Agent: Precision Contractors – Kyle Kassel

Requests: A Conditional Use Permit to allow Freight Containers.

Location: 718 S Clack

Notification: 0 in Favor, 0 in Opposition

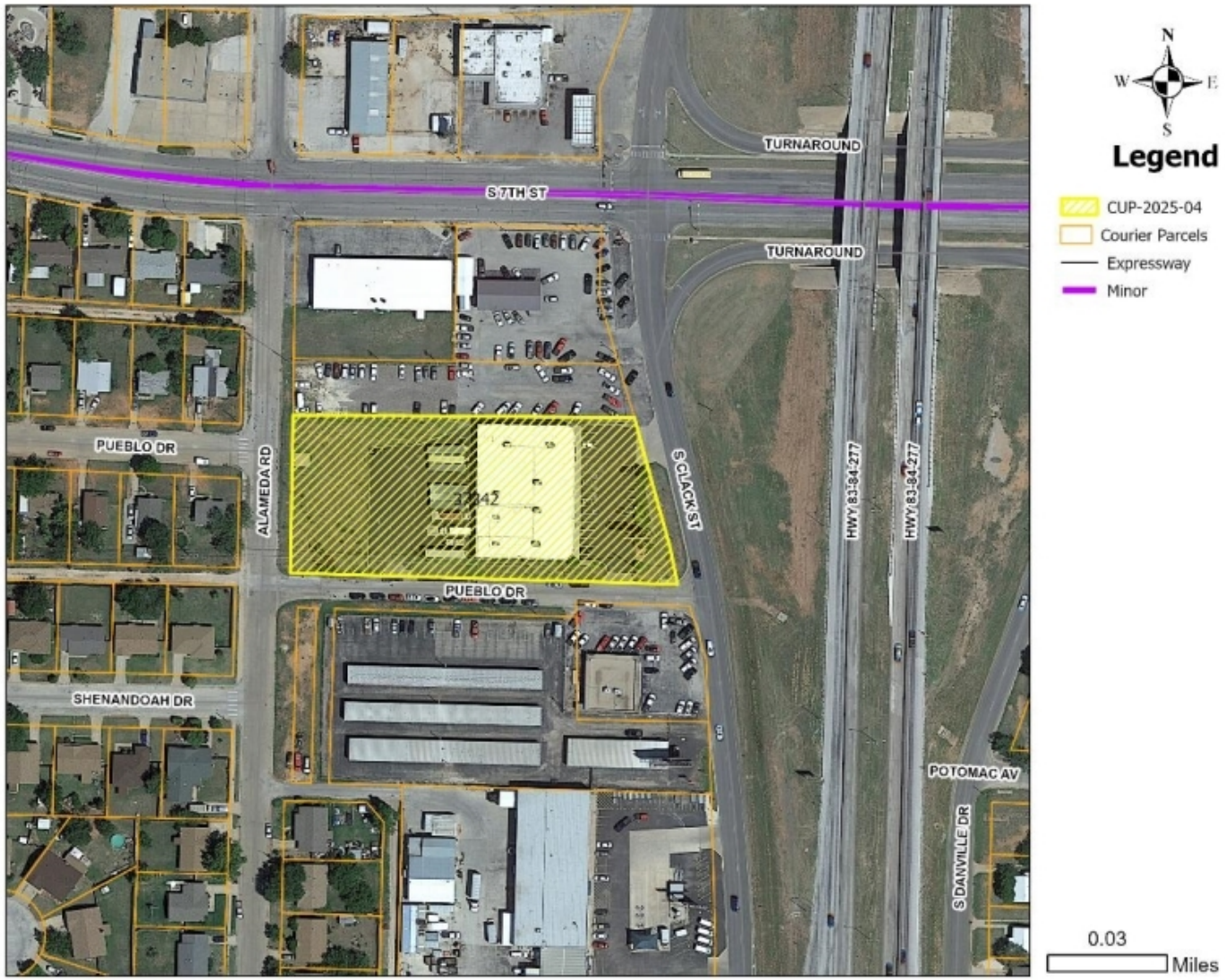
Planning & Zoning: February 4, 2025

Council Hearing: February 27, 2025

March 13, 2025

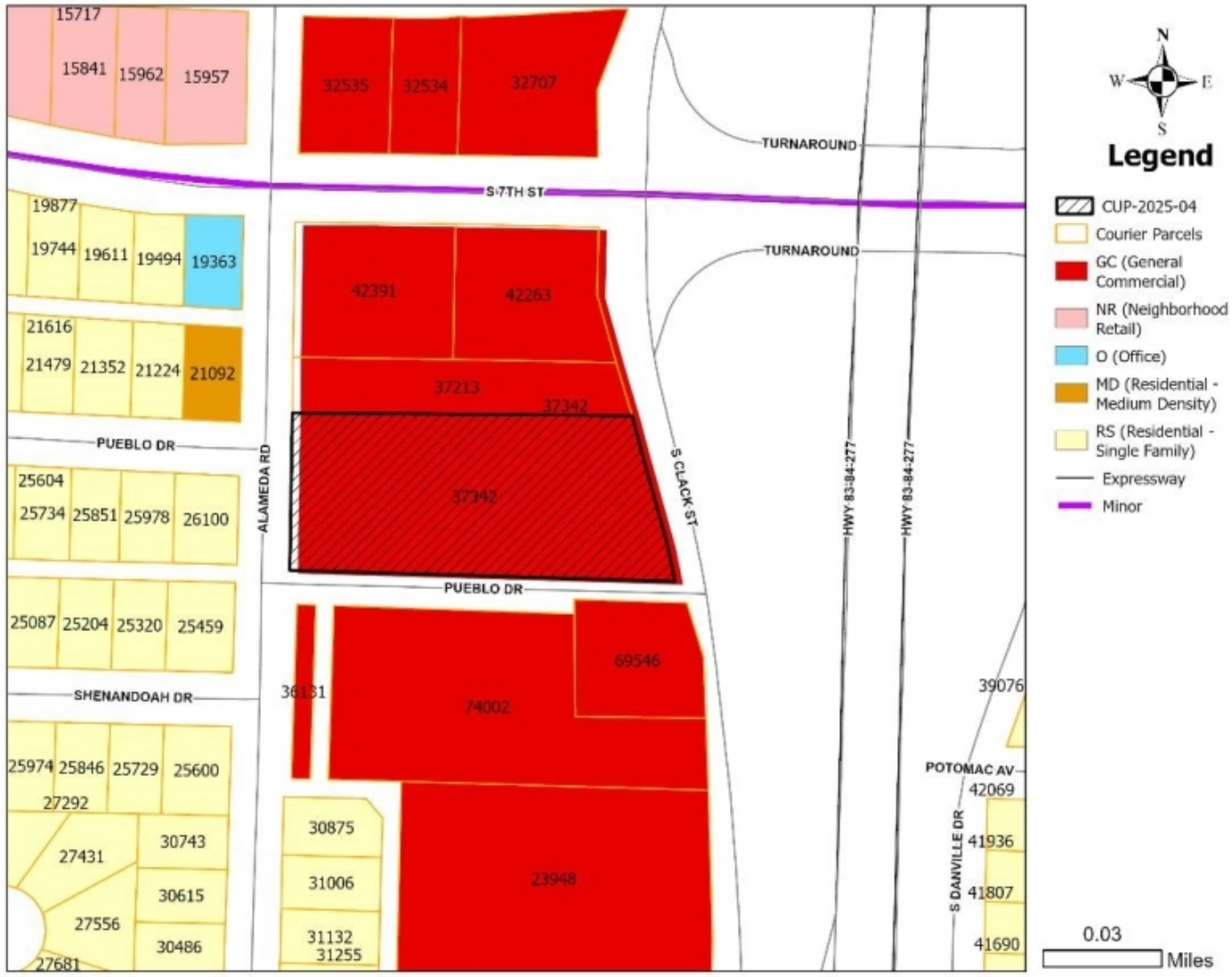
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



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:

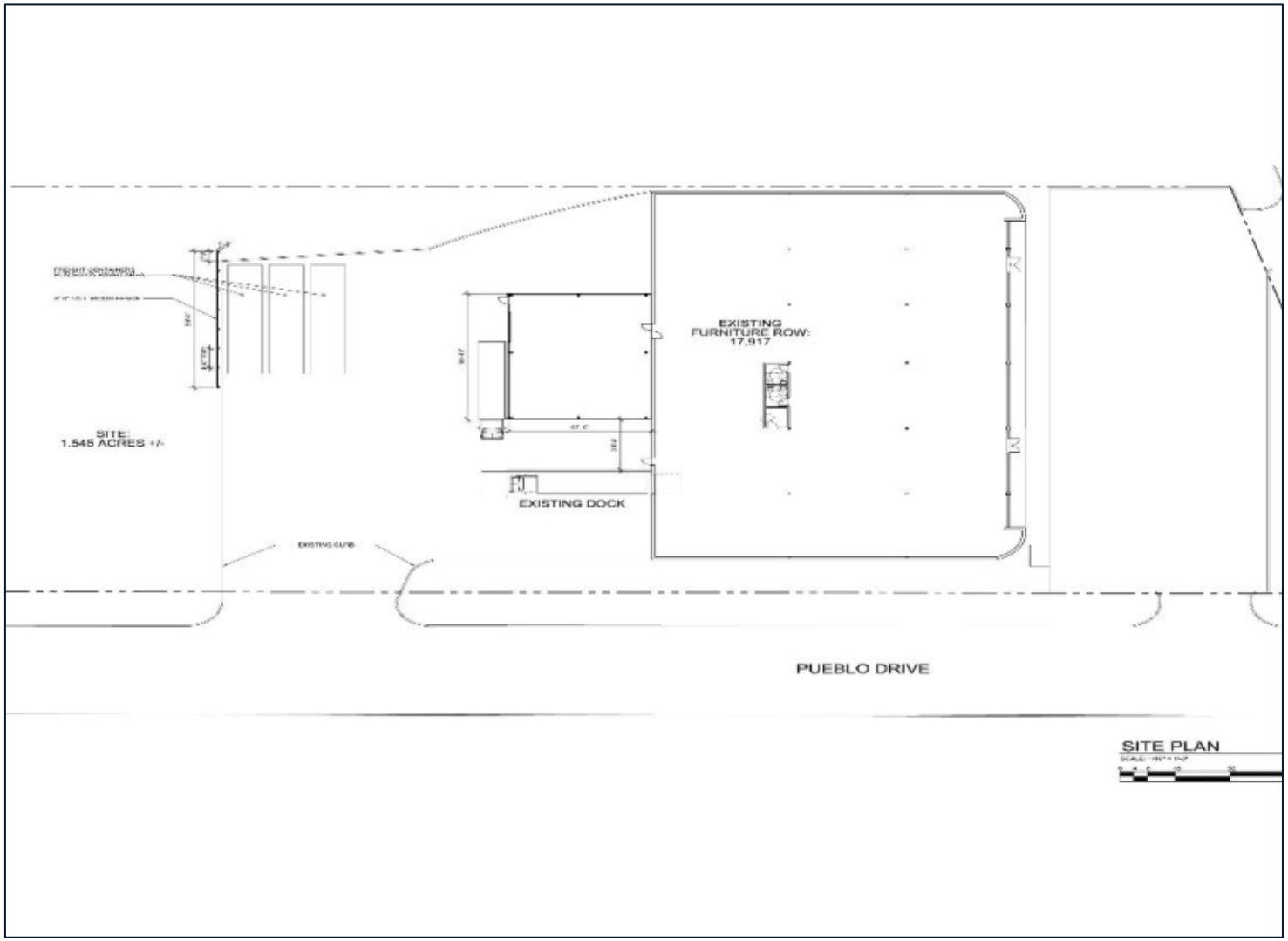
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

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**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

PROPERTY VIEWS







CITY OF ABILENE TEXAS

NEIGHBORING PROPERTY VIEWS



Subject Property
January 24, 2025 3:56 PM



24, 2025 3:57 PM
North Neighboring Property

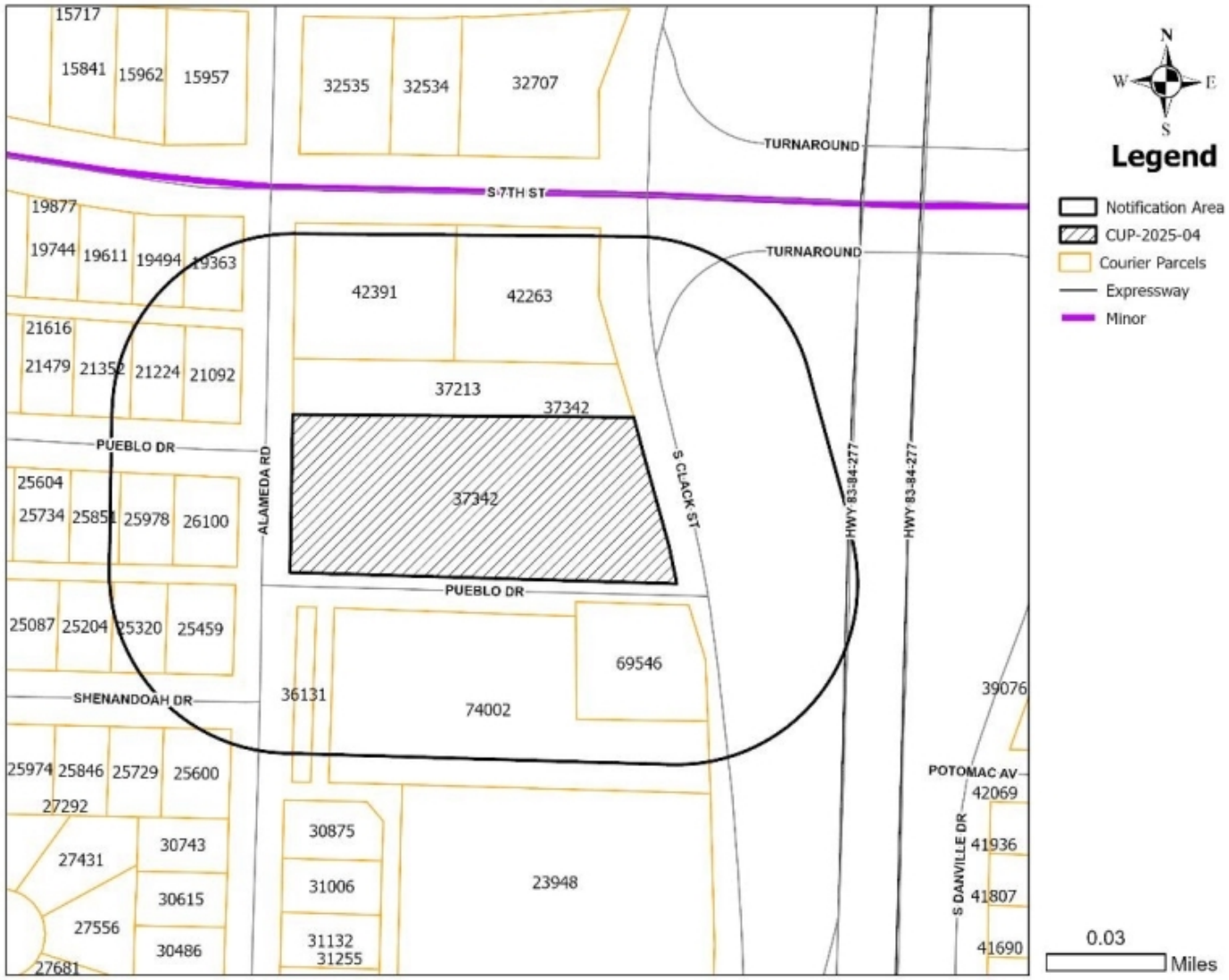

West Neighboring Property



South Neighboring Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



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:

P&Z recommends **approval** of the Conditional Use Permit, subject to the following conditions:

1. A building permit must be applied for within 30 days of approval

2. The freight containers are subject to the submitted concept plan and all applicable LDC requirements.

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **12. Ordinance (First Reading) CUP-2025-05: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 15.03 Acres to Allow an RV (Recreational Vehicle) Park, Located at 3201 Dub Wright Blvd. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to approximately 15.03 acres zoned Agricultural Open (AO) to allow for a Recreational Vehicle Park.

SPECIAL CONSIDERATIONS

The current owner proposes to build a 130 space Recreational Vehicle community. This property has remained vacant since annexation.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval ***subject to the submitted concept plan and plan of operation*** by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report CUP-2025-05
3. Concept Plan
4. Legal Description
5. Map Exhibit
6. Plan of Operations
7. Presentation CUP-2025-05

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 27th 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 17th day of January, 2025, 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 March, 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 March, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 15.03 acres to allow an RV (Recreational Vehicle) Park in Agricultural Open Zoning.

The Conditional Use Permit is subject to the attached Conceptual plan (Listed as Exhibit B) and the attached Plan of Operation (listed as Exhibit C)

Legal description being a 15.03 acre tract being more particularly described as follows:

BEING a 15.03 acre zoning tract out of the John Adams Survey No. 44, Abstract No. 3, City of Abilene, Taylor County, Texas and being out of the remainder of that certain 30 acre tract, known as Tract Two, and the remainder of that certain 15 acre tract, known as Tract One, being more particularly described in a deed to Patricia R. Nail & the Michael J. Wingo II and Maryann Wingo Revocable Living Trust recorded in Instrument Nos. 2012-4609 & 201914103 Official Public Records, Taylor County, Texas. Said 15.03 acre tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northeast corner of this described tract and said 15 acre tract;

THENCE S00°59’16”E, 1382.20 feet along the west line of this described tract and said 15 acre tract to a point for the south corner of this described tract, and being in the east right-of-way line of FM 3438, known as Dub Wright Blvd.;

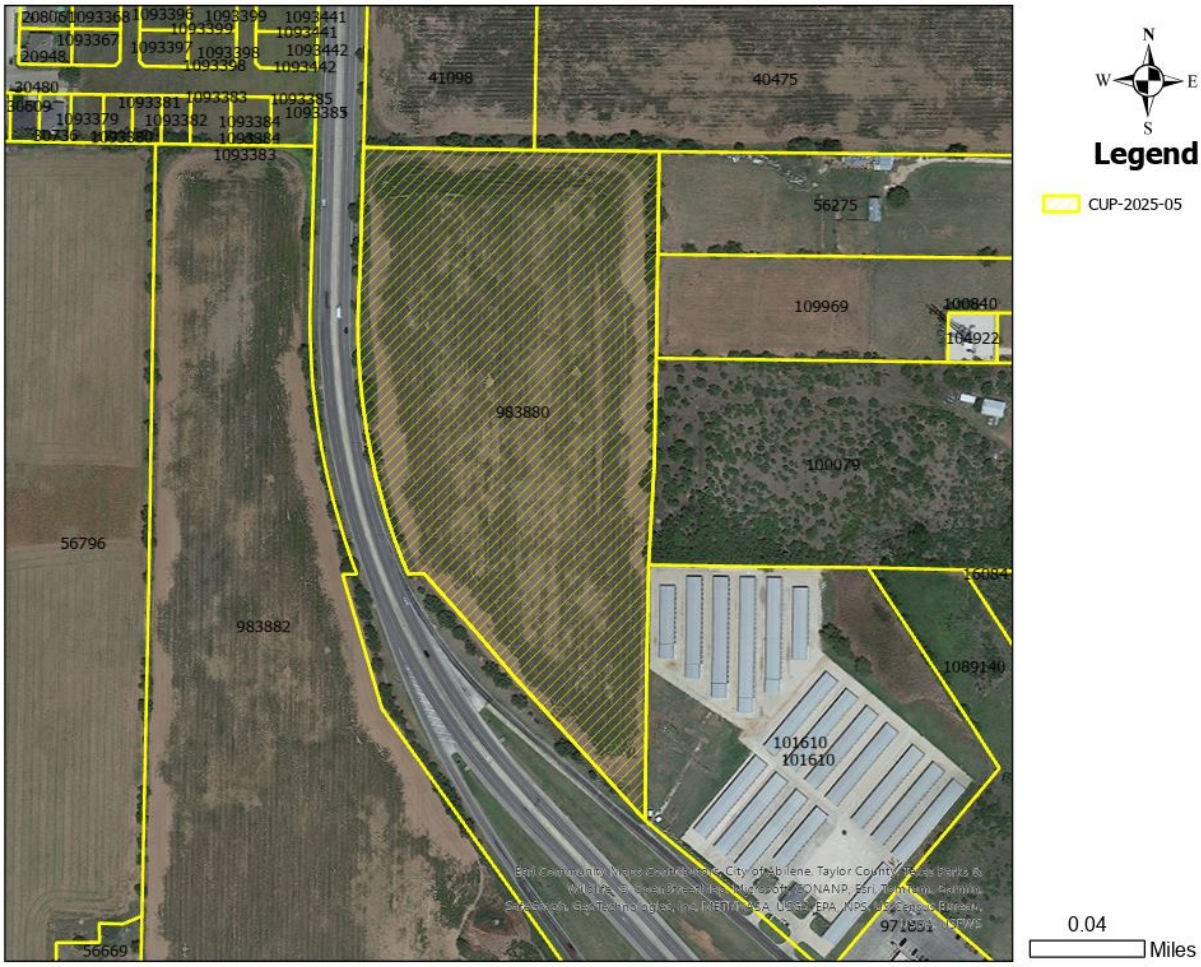
THENCE along the west line of this described tract and the remainder of said 30 acre tract and 15 acre tract, and along the east right-of-way line of said FM 3438 the following bearings and distances:

• N50°39’36”W, 206.22 feet to a point for corner;
• N42°40’47”W, 296.86 feet to a point for corner;
• N40°58’35”W, 196.30 feet to a point for corner, being the beginning of a non-tangent curve to the right, having a radius of 1382.89 feet, with a delta angle of 23°55’27” and a chord bearing N10°25’14”W, 573.25 feet;
• Along curve to the right an arc length of 577.43 feet to a point for corner;
• N01°33’11”E, 329.02 feet to a point for the northwest corner of this described tract and being in the north line of said 30 acre tract;

THENCE S89°15’33”E along the north line of this described tract, said 30 acre tract, and said 15 acre tract, a distance of 608.10 feet to said POINT OF BEGINNING and containing 15.03 acres of land, more or less.

Located at 3201 Dub Wright Blvd.

ORDINANCE NO. _____



ORDINANCE NO. _____

EXHIBIT B



EXHIBIT C

TOWERSIDE RANCH RV PARK – PLAN OF OPERATIONS

Towerside Ranch RV Park will consist of 130 RV fully paved spaces developed in a single phase all of which will have access to utilities including water, sewer, electric, and Wi-Fi. Amenities on the property will include a pool, playground, dog park, and a laundry / common restroom and shower facility. The property will be illuminated by street lighting to be designed in compliance with City of Abilene regulations.

The Park will be staffed between 8am - 5pm, while Park amenities such as the pool, playground, and dog park will be available for use by residents between 7am – 10pm. A strict quiet hour's policy will be in place between 9pm – 7am daily. 24/7 emergency contact with staff will be available.

In addition to adhering to City of Abilene development and landscape requirements and regulations, the Park will be entirely fenced around the property permitter and irrigated (if approved) using the existing effluent water line located on the west side of Dub Wright Blvd further improving the aesthetics or the property.

POLICIES / REGULATIONS

1. Violation of any Park Rules & Regulations may result in your immediate removal and being asked to vacate the Park premises.
2. There will be no refunds! As a service-based business, we do not have a landlord/tenant agreement with any of our guests.
3. We are not responsible for any loss due to theft, fire, utility failure, improper connections, failure to unhook during freezing temperatures, or any uncontrollable acts of nature.
4. By staying at our park, you agree to the use of your photo, image, or likeness in advertising, social media, and any print products in association with Tower View RV Park.

GENERAL RULES

- Registration and payments are due immediately upon arrival. No exceptions.
- No arrivals past 10:00pm. Late arrivals must check-in at the office no later than 10:00am the next morning. If you fail to do so, we will automatically charge the credit card we have on file, no discounts or coupons will apply.
- All RVs must be fully operational, well-kept, and in good condition. RVs 10 years or older must be approved by Park management.
- Park quiet times are between 10:00pm and 7:00am. Please be respectful of others always. No generators, or any excessive noise will be tolerated.
- Showers, restrooms, and laundromat are provided for your convenience. It is the responsibility of every guest to clean up after yourself.
- Please do not run water unnecessarily. No above ground pools, or vehicle washing will be permitted at the Park.
- There is no curbside trash pickup. Dumpsters are located by the office for your convenience. Dumpster use is limited to bagged, household trash only. No oversized objects please.
- No permanent structures allowed, unless pre-approved by Park management, including but not limited to sheds, clotheslines, freezers/refrigerators, fencing, decks, dog kennels, pens, or dog runs.
- No tent camping is allowed, unless pre-approved by Park management.
- No sub-leasing is allowed.
- No open campfires are allowed.
- No mats, rugs, etc., are allowed on the grass.
- Solicitation, or signs for the sale of products/services will not be allowed.

VEHICLES AND PARKING
- A 10 MPH speed limit is strictly enforced.
- All guests must have a valid driver's license to operate any motorized vehicle on Park property.
- Park your vehicle in your assigned site only. Any vehicle parked in a vacant site will be charged for the space rental at the daily rate.
- No parking on the street, or grass.
- No repairs of any vehicle, or RV on Park property. You may check with local listings for businesses that provide these services.
- The operation of motorized scooters, ATVs, minibikes, or any unlicensed motorized vehicle is prohibited on Park property.

CHILDREN AND VISITORS
- All visitors must check-in at the office. Visitors must comply with all Park Rules & Regulations.
- You are responsible for the safety and conduct of your children and visiting guests.
- All children under the age of 14 must have adult supervision in all common areas.
- Skateboards and in-line skates are not permitted on Park property.

POOL
- Anyone under the age of 14 must have an adult inside the pool fence with them at all times.
- Babies/Not potty-trained children are not permitted in the pool without swim diapers.
- No smoking inside the pool area or pool.
- No glass containers are allowed inside the pool area or pool.
- Swimmers must wear appropriate swimwear, no street clothes.
- No Diving – Read posted pool rules

PETS
- All pets must be registered at the office prior to your stay. Wildlife/Farm animals are not considered pets and will not be allowed to stay at the Park.
- Pets must always be kept on a leash and may not be left outside unattended except when utilizing the dog park.
- Pick up your pet's waste immediately and dispose of it properly. This includes around your site and anywhere on Park property.
- Management reserves the right to refuse pets based on breed/behavior.
- Pets are the exclusive responsibility of their owners. Noisy pets will not be tolerated.
- No pet bathing is permitted in any of the Park facilities.

ALCOHOL, SMOKING, DRUGS AND FIREARMS
- Smoking is prohibited in all Park buildings.
- Dispose of smoking materials in proper receptacles. Do not throw them on the ground. This includes your site area.
- Absolutely no discharge of firearms, or fireworks allowed.
- All weapons shall be kept in compliance with all applicable state and federal laws.
- No alcohol is permitted in any common area. Towerside Ranch RV Park is not responsible for people of any age driving while under the influence.
- No criminal, or drug related activity on Park property will be tolerated.

-END-

ZONING CASE CUP-2025-05 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: February 4, 2025
City Council 1st Read: February 27, 2025
City Council 2nd Read: March 13, 2025

Applicant
Owner: Patricia Nail
Agent: Jacob Martin

Case Manager
Adam Holland – Planner

Request
The applicant is requesting to apply a Conditional Use Permit to approximately 15.03 acres zoned Agricultural Open (AO) to allow for a Recreational Vehicle Park.

Location
The subject property is located at 3201 Dub Wright Blvd. Legal description being John Adams Survey 44, Abilene, Taylor County, Texas.

Background
The current owner proposes to build a 130 space Recreational Vehicle community. This property has remained vacant since annexation.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant
East	AO, GC	Single-Family Residences, Self-storage
South	AO	Vacant
West	AO	Vacant

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 AO zoning.

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 generally compatible with adjacent uses and development, however the Land Development code specifies a minimum separation of 300' from all residential development. The proposed park is only 100 feet at a minimum from Residential Medium Density, however, the property will be fully screened and any adverse impacts would be mitigated.
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 is located on Dub Wright Blvd which is designated as an arterial road. Additional traffic is expected as a part of development.
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.**
   New driveways shall be reviewed as part of the Site Plan review process to ensure compliance to applicable standards.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The applicant proposes a perimeter fence and landscaping around the property to mitigate any visual impacts. Opaque vs non-opaque was not specified.
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 RV Park complies with the standards set out in the Land Development Code and is compatible with the surrounding uses at this location.

P&Z 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 January 17, 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

Owner

OWNER	SITUS	PROP_ID	RESPONSE
DUB WRIGHT BOULEVARD LP	3533 DUB WRIGHT BL	101610	
DUB WRIGHT BOULEVARD LP	3617 DUB WRIGHT BL	101610	
LEGACY FUNERAL HOLDINGS LLC	3010 BISHOP RD	40475	
LEGACY FUNERAL HOLDINGS LLC	3009 DUB WRIGHT BL	41098	
NAIL PATRICIA	3201 DUB WRIGHT BL	983880	
NAIL PATRICIA	6310 BUTTERFIELD TR	983882	
QUEEN BEE ENTERPRISES	6519 INVERNESS ST	1093384	
QUEEN BEE ENTERPRISES	6517 INVERNESS ST	1093384	
QUEEN BEE ENTERPRISES	3075 GLENNSTER ST	1093442	
QUEEN BEE ENTERPRISES	3073 GLENNSTER ST	1093442	
QUEEN BEE ENTERPRISES	6509 INVERNESS ST	1093385	
QUEEN BEE ENTERPRISES	6511 INVERNESS ST	1093385	
RENFRO ELDRED R & PATRICIA A	3202 BISHOP RD	56275	
RENFRO ELDRED R & PATRICIA A		109969	
ROPER ANTHONY & AMANDA	3350 BISHOP RD	100079	

Prop ID

OWNER	SITUS	PROP_ID	RESPONSE
LEGACY FUNERAL HOLDINGS LLC	3010 BISHOP RD	40475	
LEGACY FUNERAL HOLDINGS LLC	3009 DUB WRIGHT BL	41098	
RENFRO ELDRED R & PATRICIA A	3202 BISHOP RD	56275	
ROPER ANTHONY & AMANDA	3350 BISHOP RD	100079	
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DUB WRIGHT BOULEVARD LP	3617 DUB WRIGHT BL	101610	
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QUEEN BEE ENTERPRISES	3075 GLENNSTER ST	1093442	
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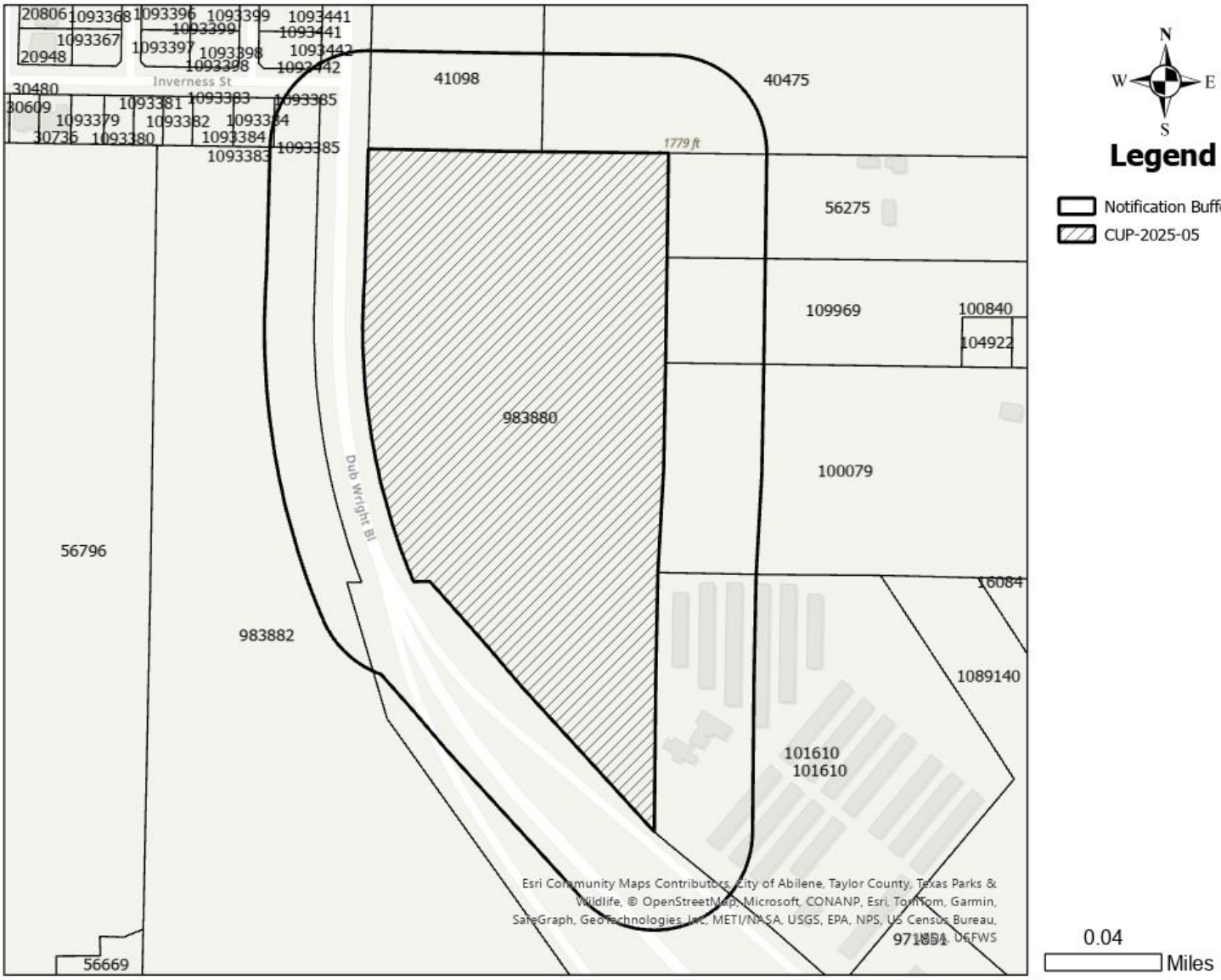
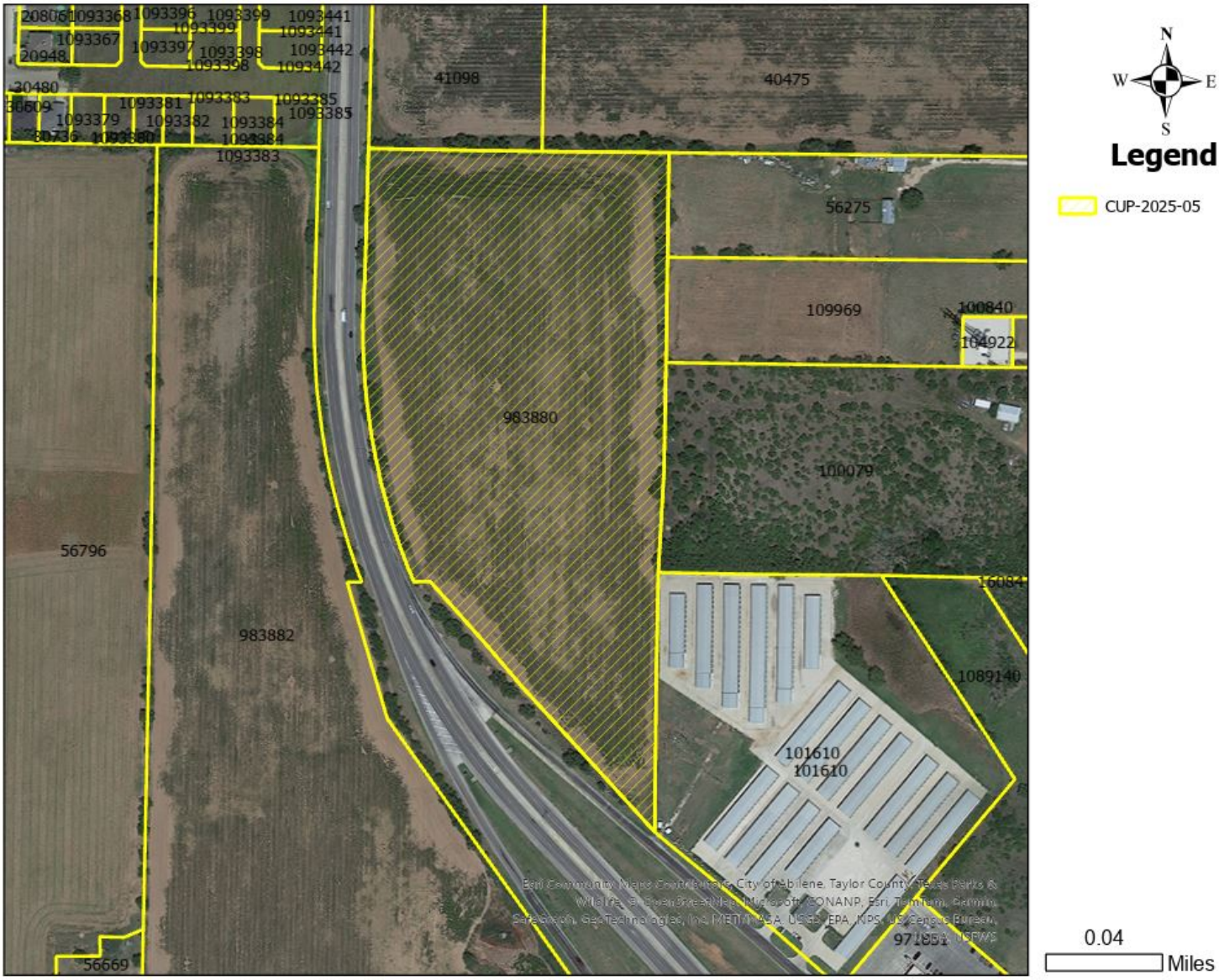
NOTIFICATION MAP



LOCATION MAP



ZONING MAP


20806
1093368
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20948
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100840
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Dub Wright Bl
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101610
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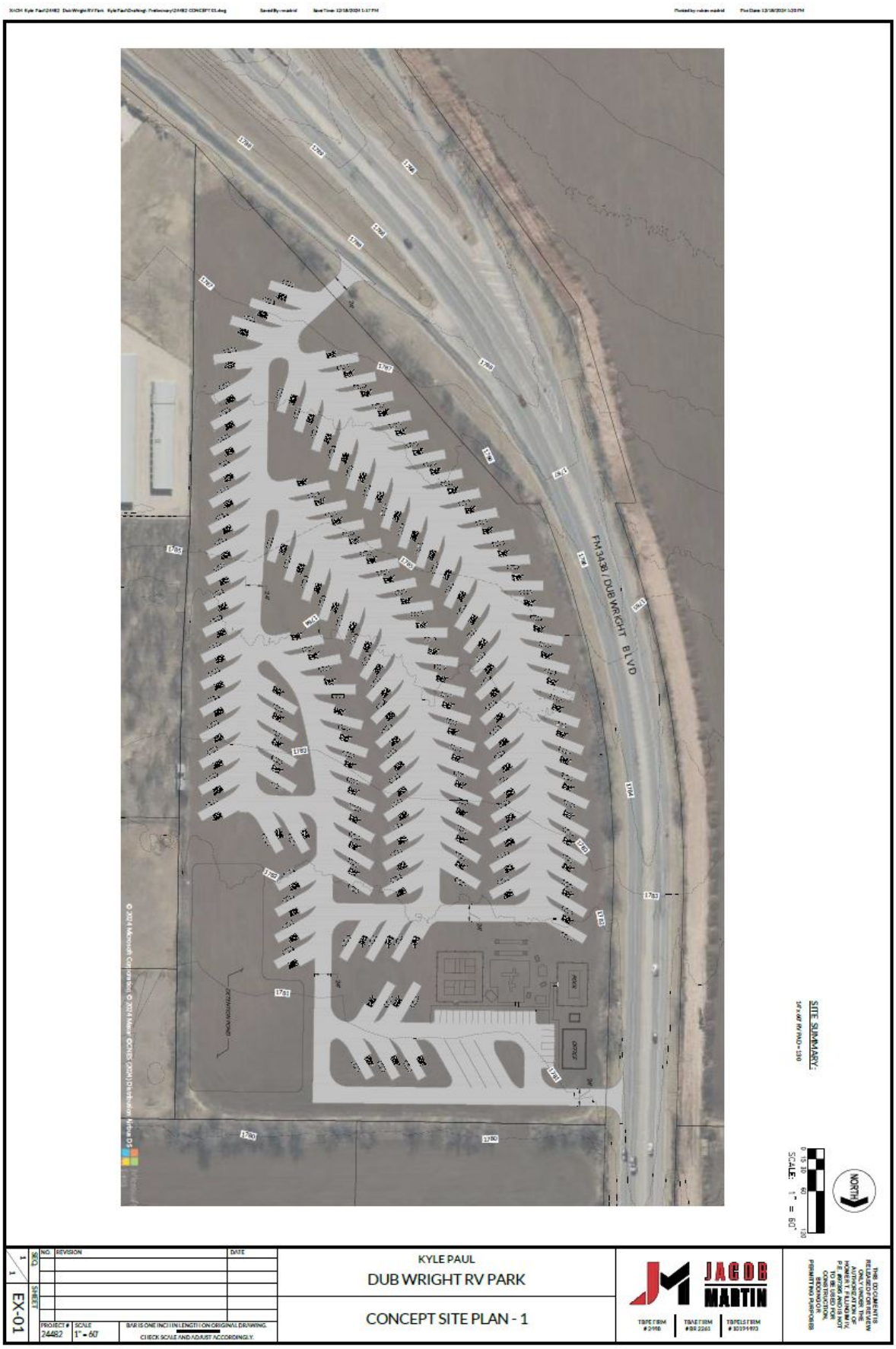
56669
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
N
W
E
S
Legend
CUP-2025-05
Zoning District
GC (General Commercial)
GC (General Commercial)
RS (Residential - Single Family)
RS (Residential - Single Family)
AO (Agricultural Open)
AO (Agricultural Open)
0.04
Miles

Concept Plan



SITE SUMMARY:

14' x 60' RV PAD = 130

NORTH

0 15 30 60 120

SCALE: 1" = 60'



THIS DOCUMENT IS RELEASED FOR REVIEW ONLY UNDER THE AUTHORIZATION OF HOMER T. FILLINGIM IV, P.E. #97395 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMITTING PURPOSES

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

KYLE PAUL

DUB WRIGHT RV PARK

CONCEPT SITE PLAN - 1

NO.	REVISION	DATE

PROJECT # 24482 | SCALE 1" = 60'

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. 1 / 1 | SHEET EX-01

Plotted by: ruben madrid Plot Date: 12/18/2024 1:20 PM

Saved By: rmadrid Save Time: 12/18/2024 1:17 PM

X:\CM_Kyle_Paul\24482 - Dub Wright RV Park - Kyle Paul\Drafting_Preliminary\24482-CONCEPT01.dwg

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10194493

METES & BOUNDS DESCRIPTION
PROPOSED "AO" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING a **15.03 acre** zoning tract out of the John Adams Survey No. 44, Abstract No. 3, City of Abilene, Taylor County, Texas and being out of the remainder of that certain 30 acre tract, known as Tract Two, and the remainder of that certain 15 acre tract, known as Tract One, being more particularly described in a deed to Patricia R. Nail & the Michael J. Wingo II and Maryann Wingo Revocable Living Trust recorded in Instrument Nos. 2012-4609 & 201914103 Official Public Records, Taylor County, Texas. Said **15.03 acre** tract is more particularly described in metes and bounds as follows:

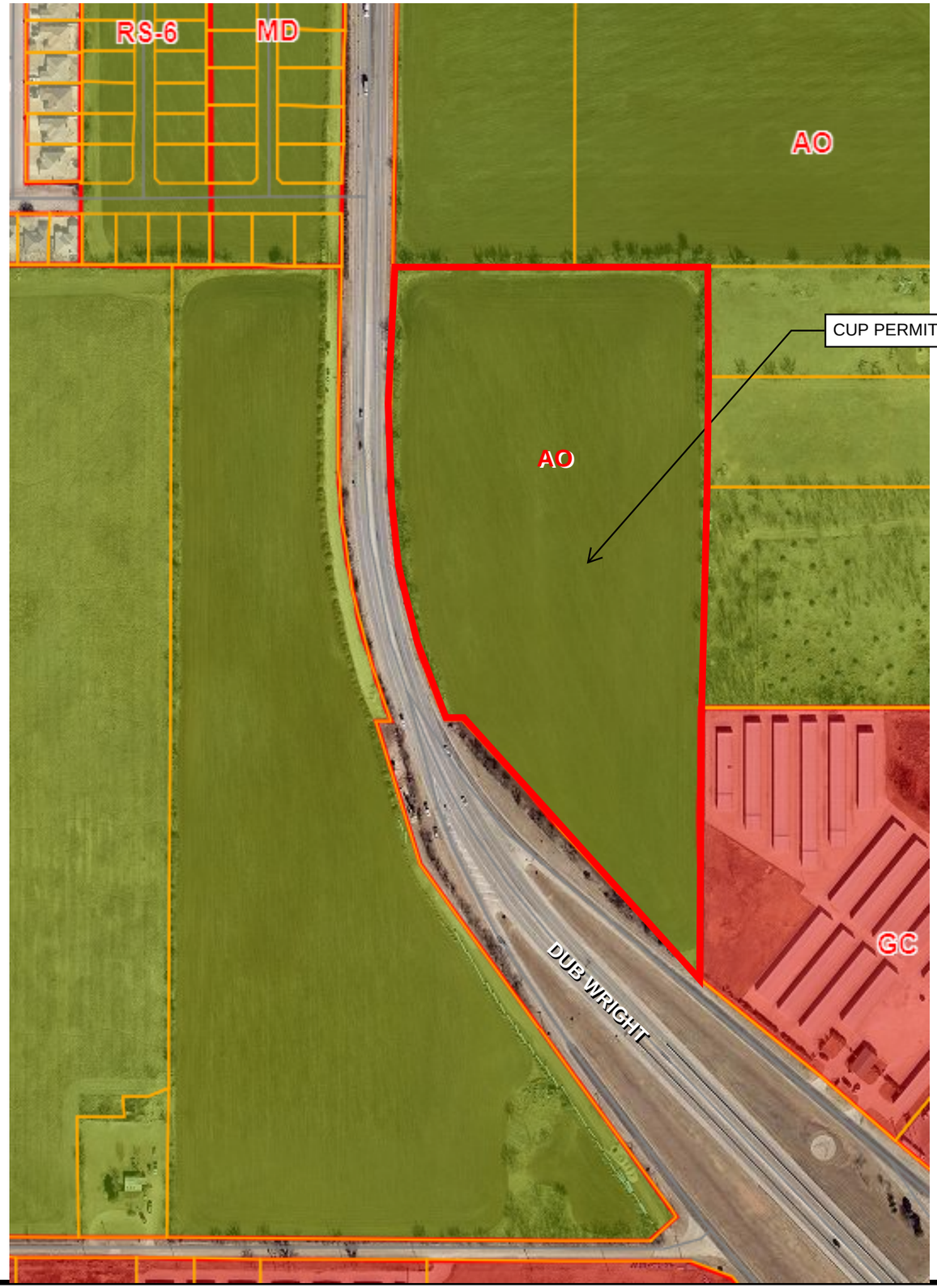
BEGINNING at a point for the northeast corner of this described tract and said 15 acre tract;

THENCE S00°59'16"E, 1382.20 feet along the west line of this described tract and said 15 acre tract to a point for the south corner of this described tract, and being in the east right-of-way line of FM 3438, known as Dub Wright Blvd.;

THENCE along the west line of this described tract and the remainder of said 30 acre tract and 15 acre tract, and along the east right-of-way line of said FM 3438 the following bearings and distances:

- N50°39'36"W, 206.22 feet to a point for corner;
- N42°40'47"W, 296.86 feet to a point for corner;
- N40°58'35"W, 196.30 feet to a point for corner, being the beginning of a non-tangent curve to the right, having a radius of 1382.89 feet, with a delta angle of 23°55'27" and a chord bearing N10°25'14"W, 573.25 feet;
- Along curve to the right an arc length of 577.43 feet to a point for corner;
- N01°33'11"E, 329.02 feet to a point for the northwest corner of this described tract and being in the north line of said 30 acre tract;

THENCE S89°15'33"E along the north line of this described tract, said 30 acre tract, and said 15 acre tract, a distance of 608.10 feet to said **POINT OF BEGINNING** and containing **15.03 acres** of land, more or less.



NORTH

JACOB MARTIN

TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

TBPE FIRM # 2448

Abilene, TEXAS

Exhibit

CUP Application

NO.	REVISION	DATE

PROJECT # | SCALE N.I.T.S. | BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. | SHEET

TOWERSIDE RANCH RV PARK – PLAN OF OPERATIONS

Towerside Ranch RV Park will consist of 130 RV fully paved spaces developed in a single phase all of which will have access to utilities including water, sewer, electric, and Wi-Fi. Amenities on the property will include a pool, playground, dog park, and a laundry / common restroom and shower facility. The property will be illuminated by street lighting to be designed in compliance with City of Abilene regulations.

The Park will be staffed between 8am - 5pm, while Park amenities such as the pool, playground, and dog park will be available for use by residents between 7am – 9pm. A strict quiet hour's policy will be in place between 9pm – 7am daily. 24/7 emergency contact with staff will be available.

In addition to adhering to City of Abilene development and landscape requirements and regulations, the Park will be entirely fenced around the property permitter and irrigated (if approved) using the existing effluent water line located on the west side of Dub Wright Blvd further improving the aesthetics or the property.

POLICIES / REGULATIONS

1. Violation of any Park Rules & Regulations may result in your immediate removal and being asked to vacate the Park premises.
2. There will be no refunds! As a service-based business, we do not have a landlord/tenant agreement with any of our guests.
3. We are not responsible for any loss due to theft, fire, utility failure, improper connections, failure to unhook during freezing temperatures, or any uncontrollable acts of nature.
4. By staying at our park, you agree to the use of your photo, image, or likeness in advertising, social media, and any print products in association with Tower View RV Park.

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- Registration and payments are due immediately upon arrival. No exceptions.
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- No sub-leasing is allowed.
- No open campfires are allowed.
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VEHICLES AND PARKING

- A 10 MPH speed limit is strictly enforced.
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- Park your vehicle in your assigned site only. Any vehicle parked in a vacant site will be charged for the space rental at the daily rate.
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- All children under the age of 14 must have adult supervision in all common areas.
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- Anyone under the age of 14 must have an adult inside the pool fence with them at all times.
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- No smoking inside the pool area or pool.
- No glass containers are allowed inside the pool area or pool.
- Swimmers must wear appropriate swimwear, no street clothes.
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- Pets are the exclusive responsibility of their owners. Noisy pets will not be tolerated.
- No pet bathing is permitted in any of the Park facilities.

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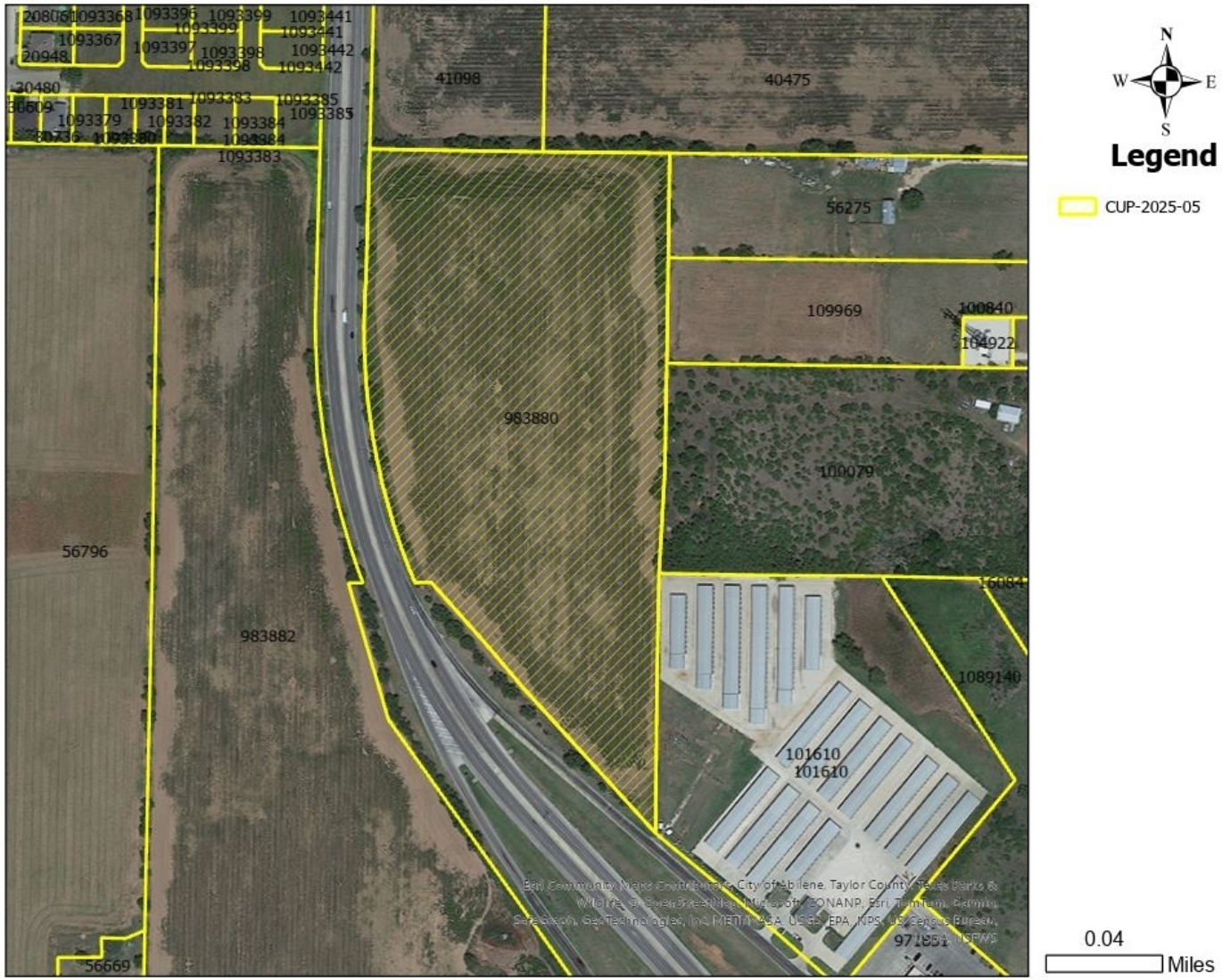
- Smoking is prohibited in all Park buildings.
- Dispose of smoking materials in proper receptacles. Do not throw them on the ground. This includes your site area.
- Absolutely no discharge of firearms, or fireworks allowed.
- All weapons shall be kept in compliance with all applicable state and federal laws.
- No alcohol is permitted in any common area. Towerside Ranch RV Park is not responsible for people of any age driving while under the influence.
- No criminal, or drug related activity on Park property will be tolerated.

CONDITIONAL USE PERMIT

Case:	CUP-2025-05
Owner	Patricia Nail
Agent:	Jacob Martin
Requests:	A Conditional Use Permit to allow an RV Park
Location:	3201 Dub Wright
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	February 4, 2025
Council Hearing:	February 27, 2025
	March 13, 2025

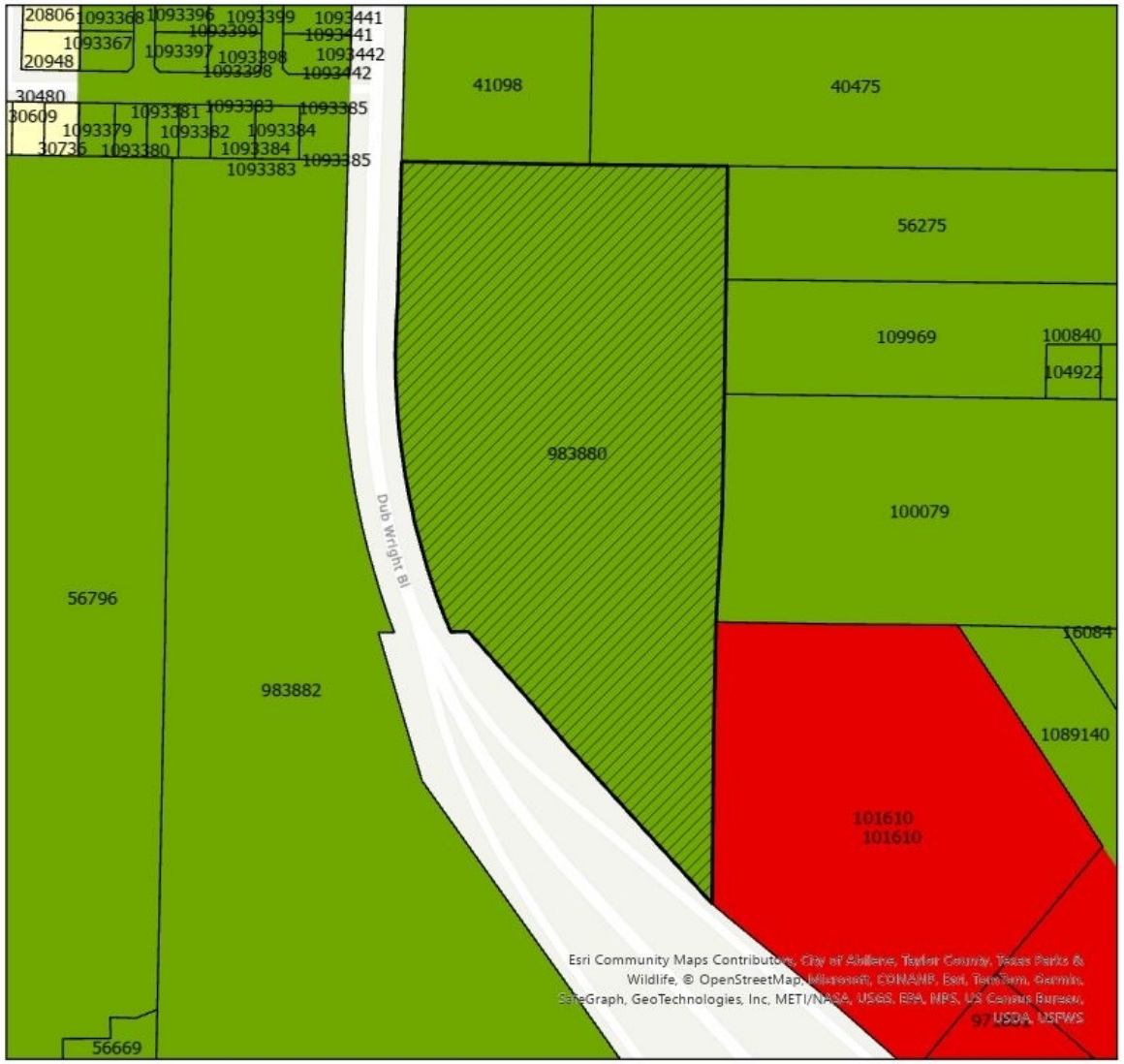
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

CUP-2025-05

Zoning District

GC (General Commercial)

GC (General Commercial)

RS (Residential - Single Family)

RS (Residential - Single Family)

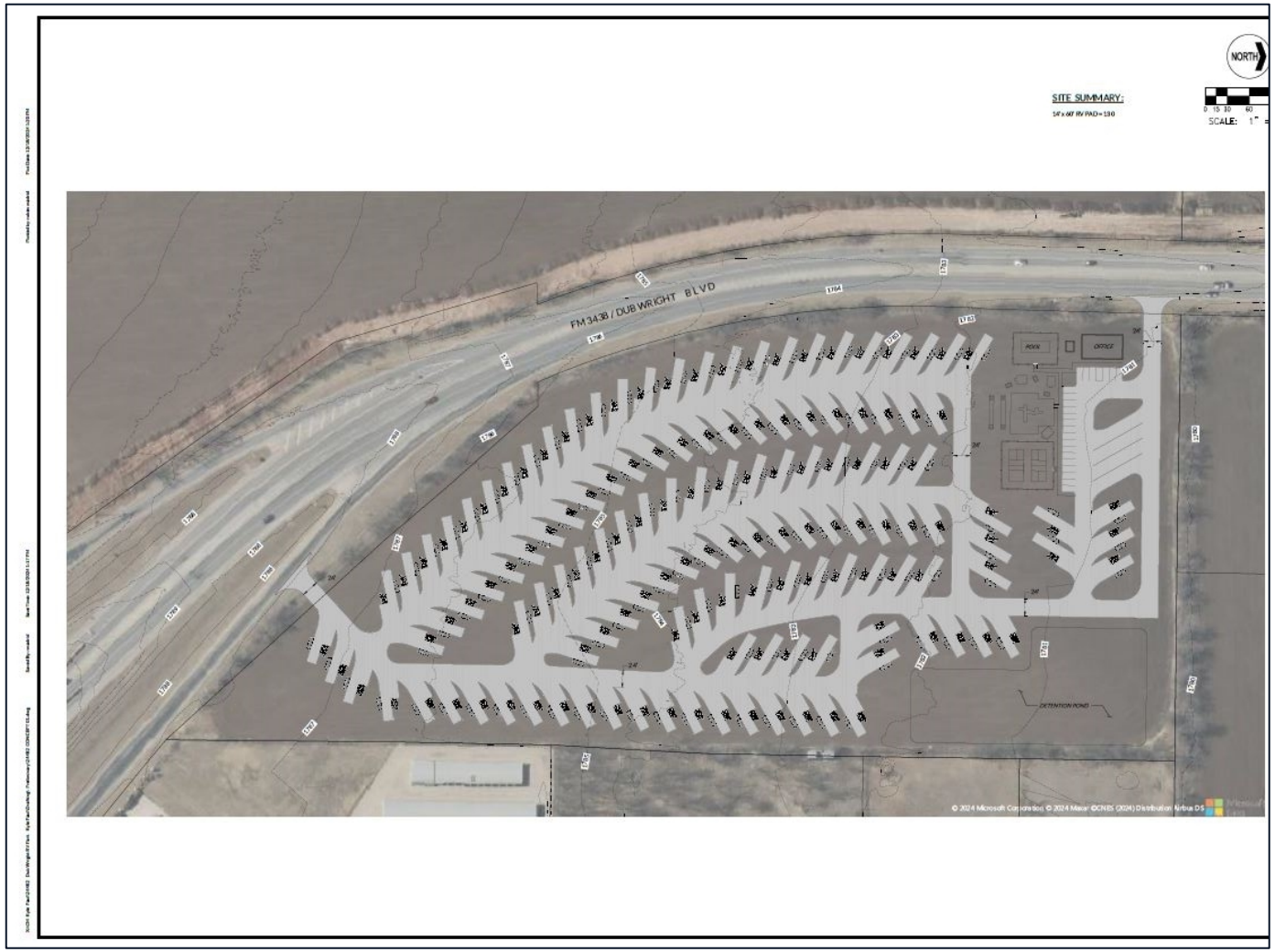
AO (Agricultural Open)

AO (Agricultural Open)

0.04
Miles

CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

NEIGHBORING PROPERTY VIEWS

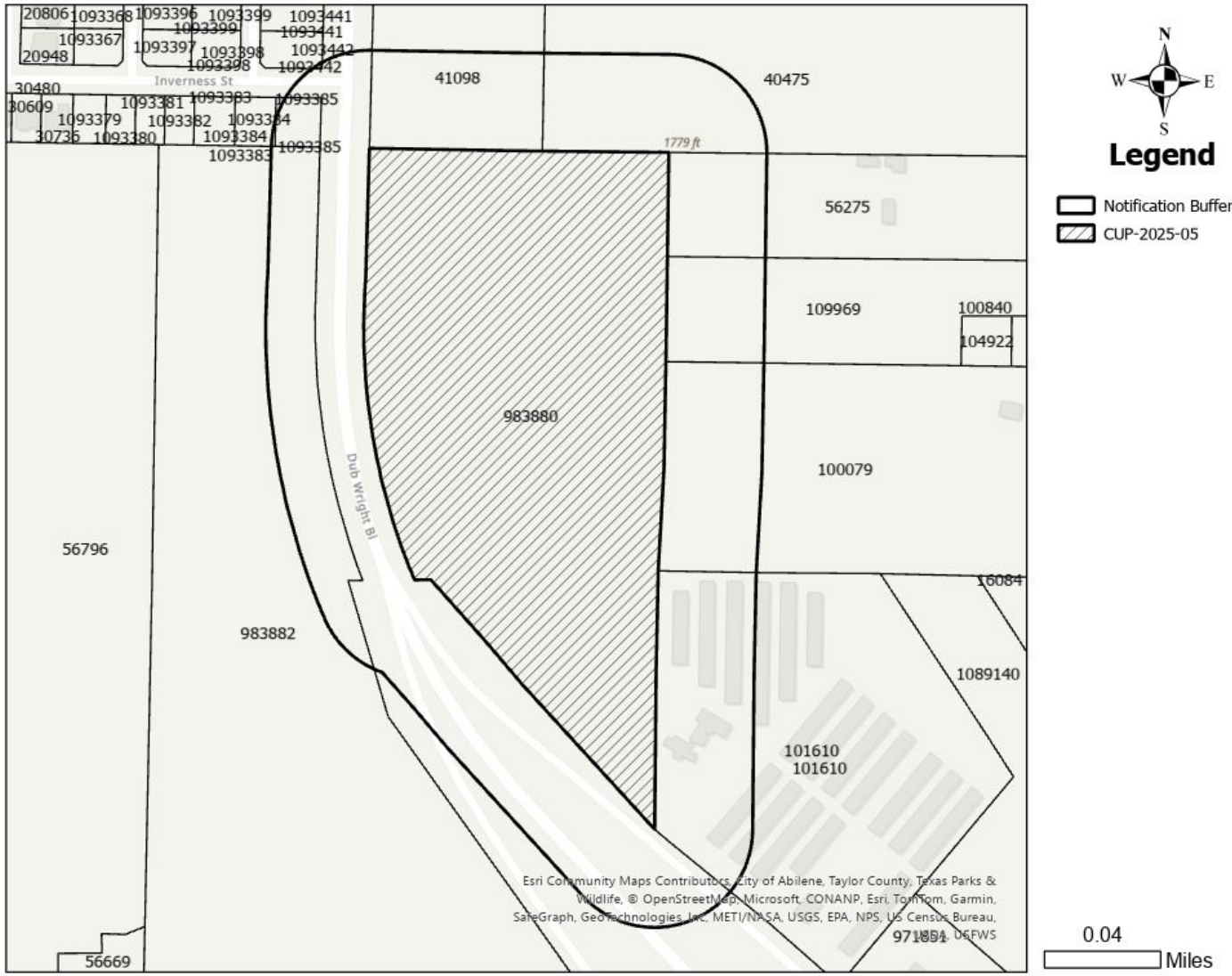






CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Notification Buffer
- CUP-2025-05

0.04 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:

P&Z recommends **approval** of the Conditional Use Permit, subject to the submitted concept plan and Plan of Operation

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **13. Ordinance (First Reading) Z-2025-03: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 22.14 Acres from Agricultural Open (AO) to Multi Family (MF) Located at 6310 Butterfield Trail *(Tim Littlejohn)***

GENERAL INFORMATION

The applicants request to change the zoning of approximately 22.14 acres from Agricultural Open (AO) to Multi Family (MF).

SPECIAL CONSIDERATIONS

The subject property was annexed into the City in 1986 as Agricultural Open (AO) and has remained vacant since.

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. Staff Report
2. Ordinance
3. Legal for Proposed MF Zoning
4. Project Overview
5. Proposed MF Zoning
6. FAVOR 6309 Butterfield Tr
7. FAVOR 6610 Butterfield Tr
8. Presentation

ZONING CASE
Z-2025-03
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: February 4, 2025
City Council 1st Reading: February 27, 2025
City Council 2nd Reading: March 13, 2025

Applicant
Agent: Jacob & Martin
Owner: Patricia Nail and Michael J II & Maryann Wingo

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 22.14 acres from Agricultural Open (AO) to Multi Family (MF).

Location
Located at 6310 Butterfield Trail. Legal description approximately 22.14 acre tract of the John Adams Survey No. 44, Abstract No. 3, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1986 as Agricultural Open (AO) and has remained vacant since.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MD	Vacant Lots
East	AO	Vacant Lot
South	GC	Self-Storage Units
West	AO	Vacant Lot/Residence

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 use is consistent with the Future Land Use and Development Plan Map.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
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 will be subject to platting and any utilities that may be required will be addressed during that review.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

P&Z Recommendation
The Planning & Zoning Commission recommends **approval.**

Attachments

- PowerPoint Presentation
- Project Overview
- Owner Authorization
- Metes & Bounds

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on January 17, 2025, 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
ALLSUPS GEORGE D LF EST & CHAMPION MAXINE	56669	6550 BUTTERFIELD TR	
JOHNSON PAUL	56796	6610 BUTTERFIELD TR	F
LEGACY FNERAL HOLDINGS LLC	41098	3009 DUB WRIGHT BL	
MAPLEQUITY PARTNERS LP	983542		
MAPLEQUITY PARTNERS LP	983544	6325 BUTTERFIELD TR	
MAPLEQUITY PARTNERS LP	981505		
MAURER RANDALL	30736	6565 INVERNESS ST	
NAIL PATRICIA	983880	3201 DUB WRIGHT BL	
NAIL PATRICIA	983882	6310 BUTTERFIELD TR	
PAMY HOLDINGS LTD	23278	6309 BUTTERFIELD TR	F
PAMY HOLDINGS LTD	983543	6425 BUTTERFIELD TR	
QUEEN BEE ENTERPRSISES LLC	1093380	6549 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093383	6525 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093383	6527 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093397	3089 LYNN LN	
QUEEN BEE ENTERPRSISES LLC	1093382	6533 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093367	3088 LYNN LN	
QUEEN BEE ENTERPRSISES LLC	1093379	6557 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093385	6509 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093385	6511 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093384	6519 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093384	6517 INVERNESS ST	
QUEEN BEE ENTERPRSISES LLC	1093398	3072 GLENNSTER ST	

QUEEN BEE ENTERPRSISES LLC	1093398	3074 GLENNSTER ST	
QUEEN BEE ENTERPRSISES LLC	1093442	3075 GLENNSTER ST	
QUEEN BEE ENTERPRSISES LLC	1093442	3073 GLENNSTER ST	
QUEEN BEE ENTERPRSISES LLC	1093381	6541 INVERNESS ST	

PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
PAMY HOLDINGS LTD	23278	6309 BUTTERFIELD TR	F
MAURER RANDALL	30736	6565 INVERNESS ST	
LEGACY FUNERAL HOLDINGS LLC	41098	3009 DUB WRIGHT BL	
ALLSUPS GEORGE D LF EST & CHAMPION MAXINE ET AL	56669	6550 BUTTERFIELD TR	
JOHNSON PAUL	56796	6610 BUTTERFIELD TR	F
MAPLEQUITY PARTNERS LP	981505		
MAPLEQUITY PARTNERS LP	983542		
PAMY HOLDINGS LTD	983543	6425 BUTTERFIELD TR	
MAPLEQUITY PARTNERS LP	983544	6325 BUTTERFIELD TR	
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NAIL PATRICIA	983882	6310 BUTTERFIELD TR	
QUEEN BEE ENTERPRISES LLC	1093367	3088 LYNN LN	
QUEEN BEE ENTERPRISES LLC	1093379	6557 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093380	6549 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093381	6541 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093382	6533 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093383	6525 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093383	6527 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093384	6519 INVERNESS ST	
QUEEN BEE ENTERPRISES LLC	1093384	6517 INVERNESS ST	
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QUEEN BEE ENTERPRISES LLC	1093385	6511 INVERNESS ST	
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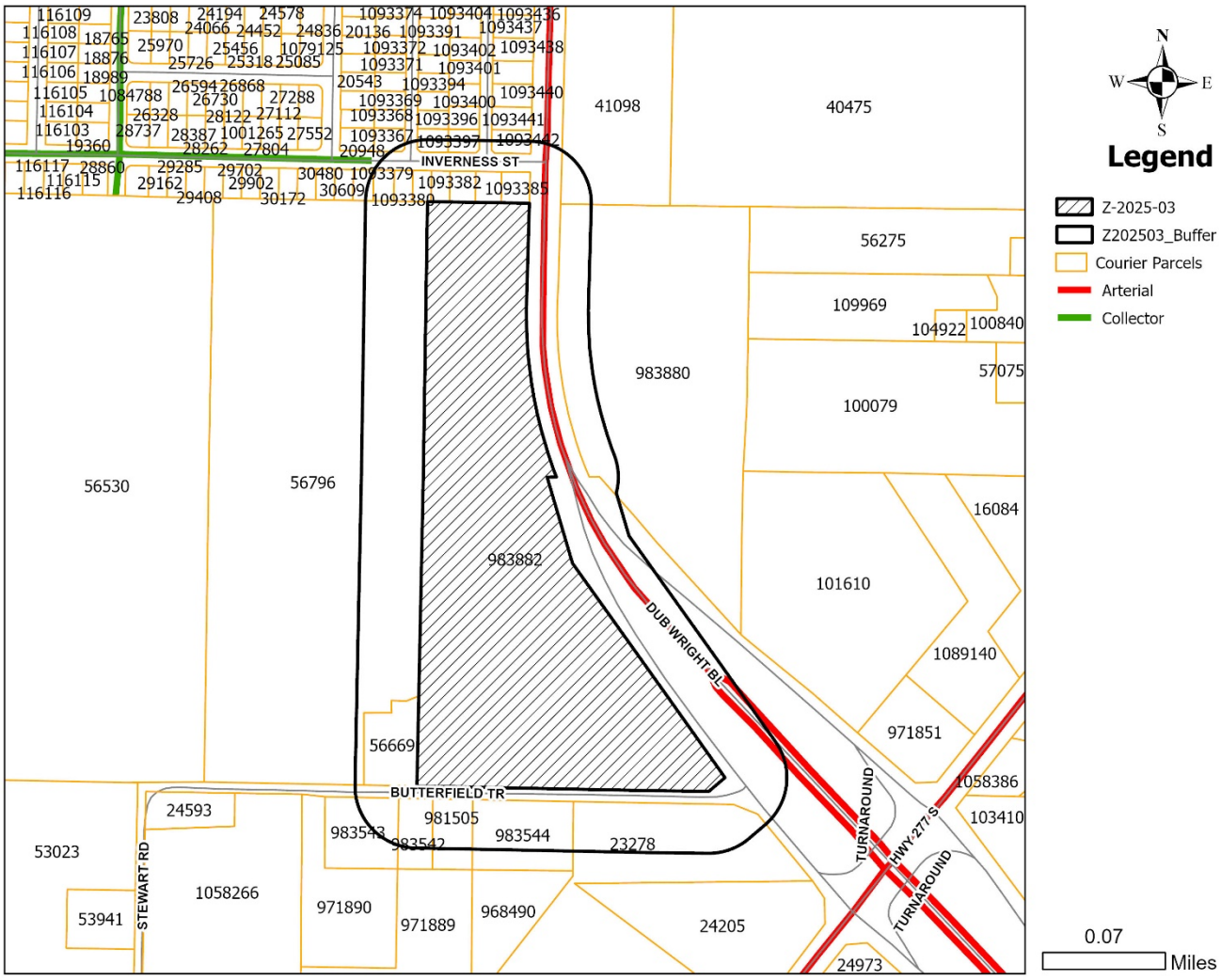
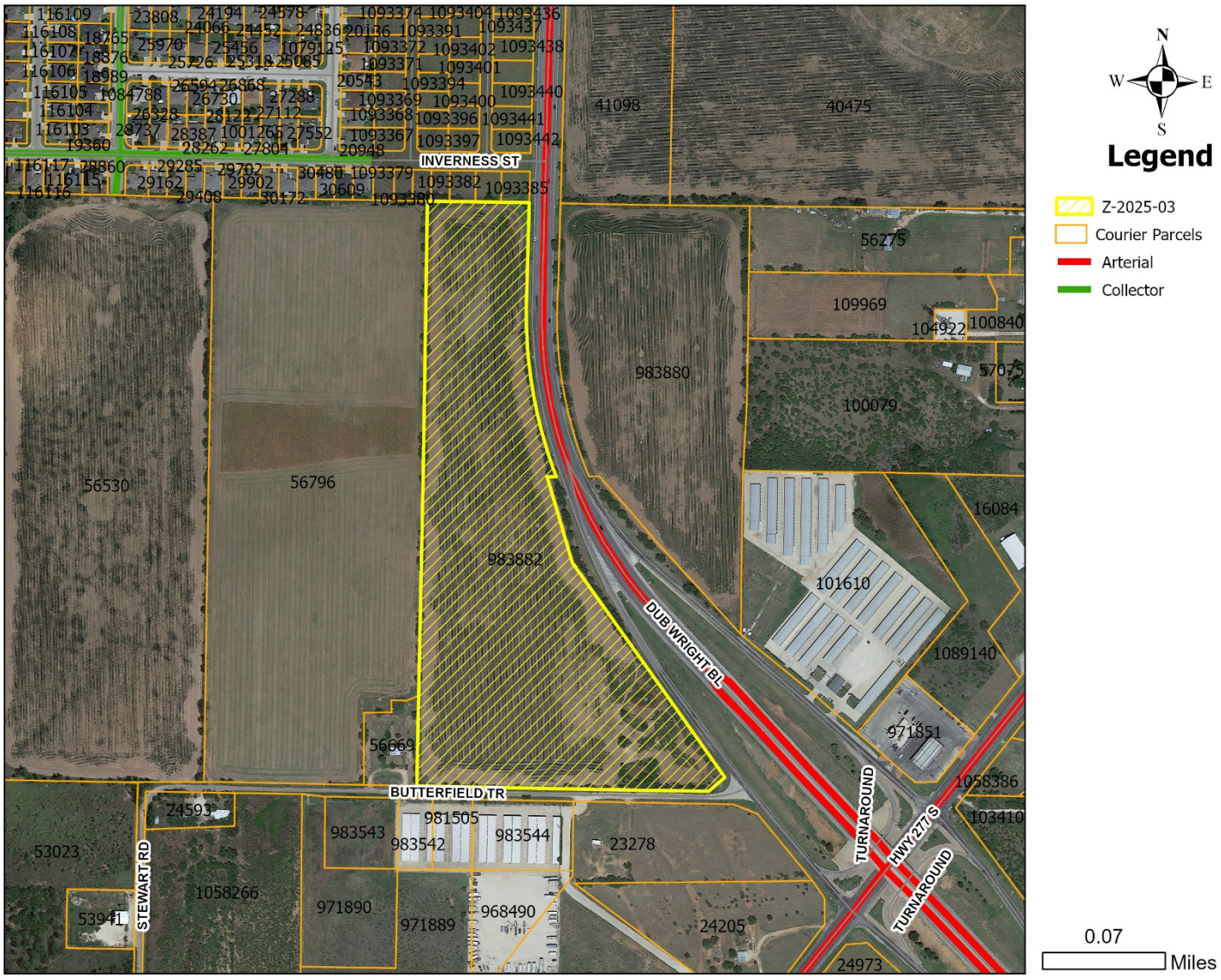
QUEEN BEE ENTERPRISES LLC	1093442	3075 GLENNSTER ST	
QUEEN BEE ENTERPRISES LLC	1093442	3073 GLENNSTER ST	

NOTIFICATION MAP

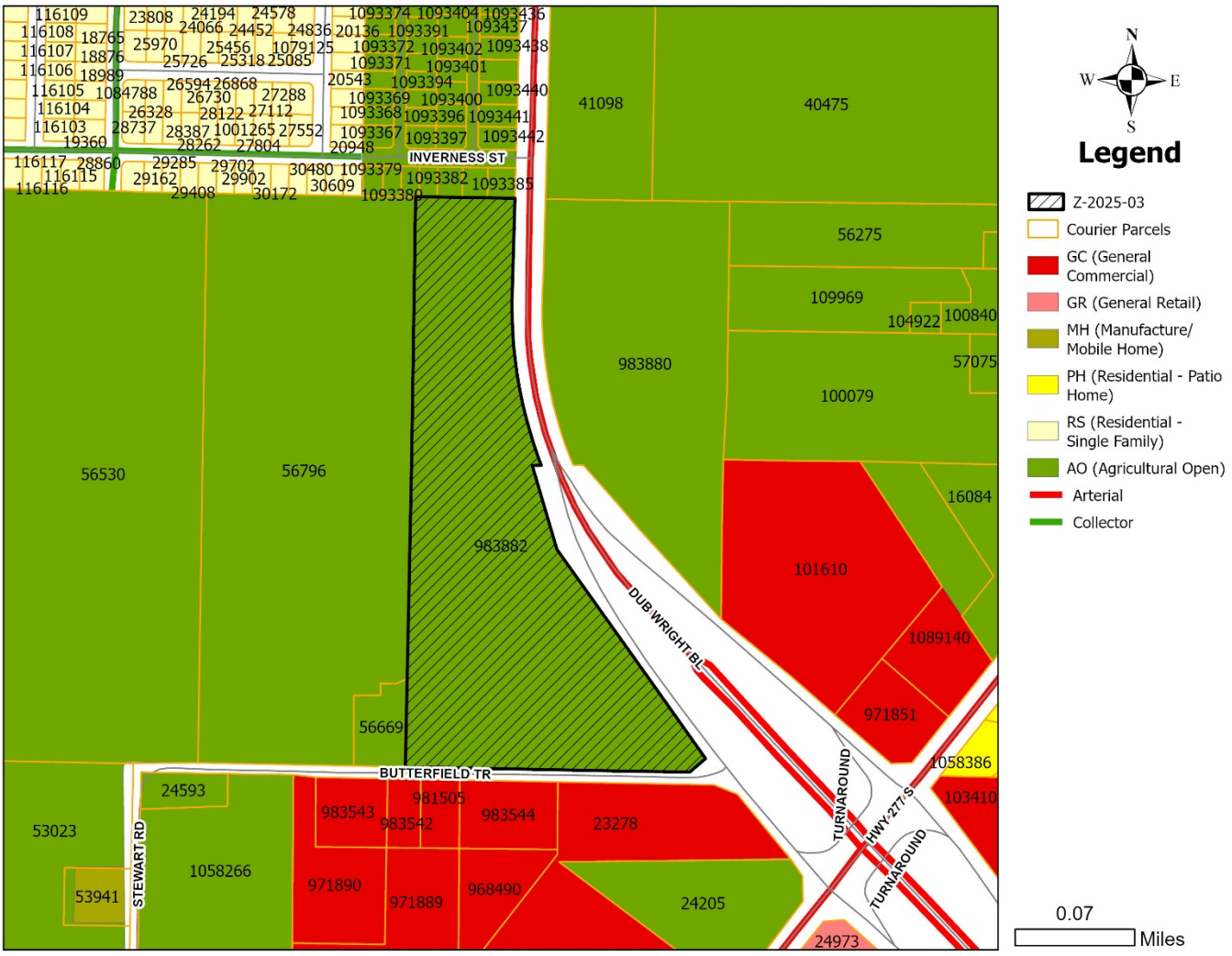


LOCATION MAP



Case # Z-2025-03
February 6, 2025

ZONING MAP



Legend
Z-2025-03
Courier Parcels
GC (General Commercial)
GR (General Retail)
MH (Manufacture/ Mobile Home)
PH (Residential - Patio Home)
RS (Residential - Single Family)
AO (Agricultural Open)
Arterial
Collector
0.07
Miles
INVERNESS ST
BUTTERFIELD TR
STEWART RD
DUB WRIGHT BL
TURNAROUND
HWY 277 S
41098
40475
56275
109969
104922
100840
57075
983880
100079
56530
56796
16084
983882
101610
1089140
971851
56669
1058386
103410
24593
981505
983543
983542
983544
23278
53023
1058266
971890
971889
968490
24205
53941
24973

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 27th 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 17th day of January, 2025, 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 March, 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 March, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 22.14 acres from Agricultural Open (AO) to Multi Family (MF).

BEING a **22.14 acre** zoning tract out of the John Adams Survey No. 44, Abstract No. 3, City of Abilene, Taylor County, Texas and being out of the remainder of that certain 30 acre tract, known as Tract Two, and the remainder of that certain 15 acre tract, known as Tract One, being more particularly described in a deed to Patricia R. Nail & the Michael J. Wingo II and Maryann Wingo Revocable Living Trust recorded in Instrument Nos. 2012-4609 & 201914103 Official Public Records, Taylor County, Texas. Said **22.14 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northwest corner of this described tract and said 30 acre tract;

THENCE S89°10'09"E, 328.87 feet along the north line of this described tract and said 30 acre tract to a point for northeast corner of this described tract, and being in the west right-of-way line of FM 3438, known as Dub Wright Blvd.;

THENCE along the east line of this described tract and the remainder of said 30 acre tract and 15 acre tract, and along the west right-of-way line of said FM 3438 the following bearings and distances:

- S01°32'35"W, 326.67 feet to a point for corner, being the beginning of a tangent curve to the left, having a radius of 1482.39 feet, with a delta angle of 23°56'23" and a chord bearing S10°25'45"E, 614.89 feet;
- Along curve to the left an arc length of 619.38 feet to a point for corner;
- S13°00'54"E, 216.09 feet to a point for corner;
- S31°58'04"E, 348.39 feet to a point for corner;
- S34°48'10"E, 220.86 feet to a point for corner;

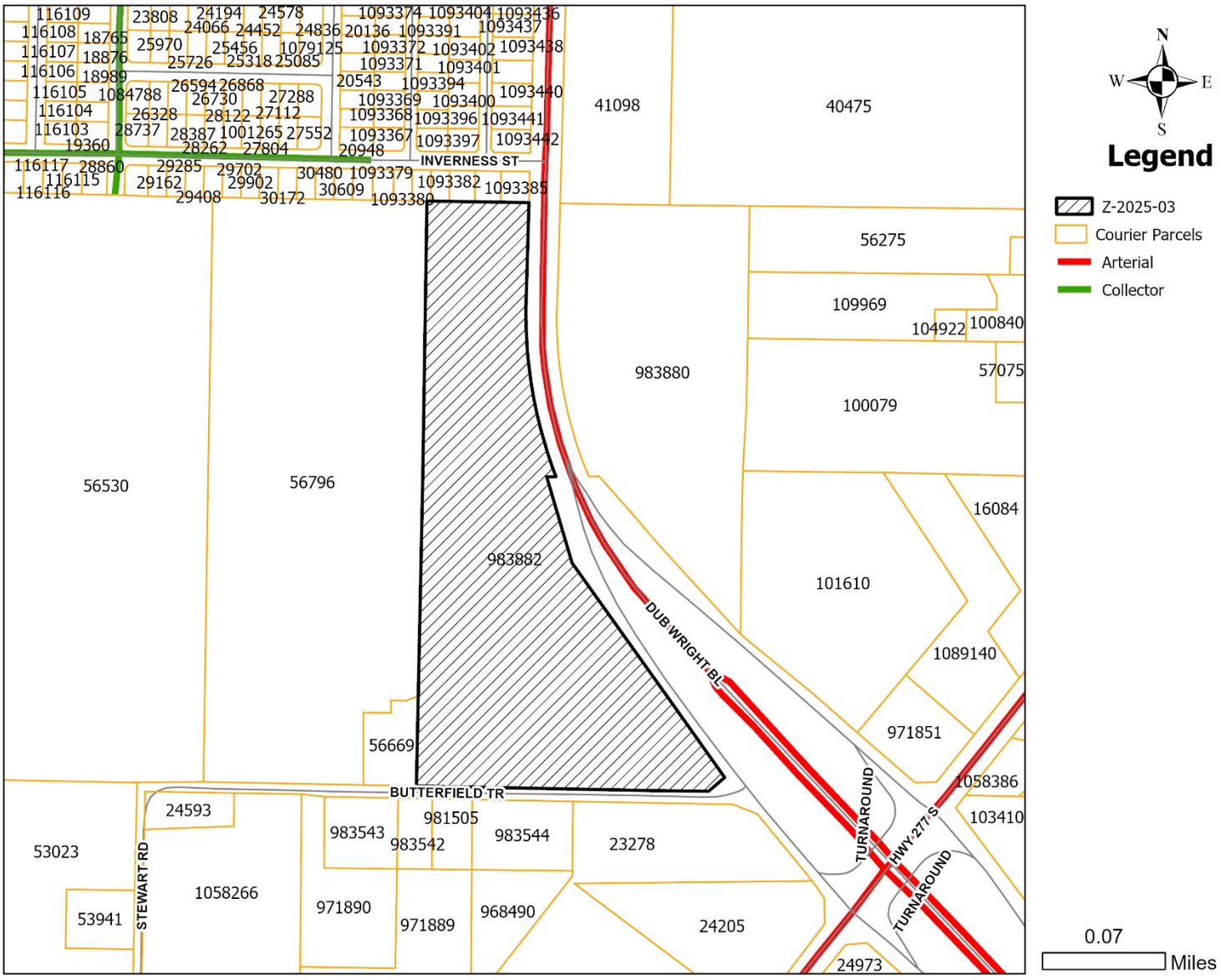
THENCE S00°56'57"W, 280.49 feet along the east line of this described tract and over and across the remainder of said 15 acre tract to a point for the southeast corner of this described tract, same being in the south line of said 15 acre tract and being in the north right-of-way line of Butterfield Trail;

THENCE N89°00'37"W, 818.89 feet along the south line of this described tract and said 15 acre tract and said 30 acre tract, and along the north right-of-way line of said Butterfield Trail to a point for the southwest corner of this described tract and said 30 acre tract;

THENCE N00°59'50"E along the west line of this described tract and said 30 acre tract, a distance of 1890.08 feet to said **POINT OF BEGINNING** and containing **22.14 acres** of land, more or less.

Located at 6310 Butterfield Trail.

ORDINANCE NO. _____



END

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10194493

METES & BOUNDS DESCRIPTION
PROPOSED "MF" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING a **22.14 acre** zoning tract out of the John Adams Survey No. 44, Abstract No. 3, City of Abilene, Taylor County, Texas and being out of the remainder of that certain 30 acre tract, known as Tract Two, and the remainder of that certain 15 acre tract, known as Tract One, being more particularly described in a deed to Patricia R. Nail & the Michael J. Wingo II and Maryann Wingo Revocable Living Trust recorded in Instrument Nos. 2012-4609 & 201914103 Official Public Records, Taylor County, Texas. Said **22.14 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northwest corner of this described tract and said 30 acre tract;

THENCE S89°10'09"E, 328.87 feet along the north line of this described tract and said 30 acre tract to a point for northeast corner of this described tract, and being in the west right-of-way line of FM 3438, known as Dub Wright Blvd.;

THENCE along the east line of this described tract and the remainder of said 30 acre tract and 15 acre tract, and along the west right-of-way line of said FM 3438 the following bearings and distances:

- S01°32'35"W, 326.67 feet to a point for corner, being the beginning of a tangent curve to the left, having a radius of 1482.39 feet, with a delta angle of 23°56'23" and a chord bearing S10°25'45"E, 614.89 feet;
- Along curve to the left an arc length of 619.38 feet to a point for corner;
- S13°00'54"E, 216.09 feet to a point for corner;
- S31°58'04"E, 348.39 feet to a point for corner;
- S34°48'10"E, 220.86 feet to a point for corner;

THENCE S00°56'57"W, 280.49 feet along the east line of this described tract and over and across the remainder of said 15 acre tract to a point for the southeast corner of this described tract, same being in the south line of said 15 acre tract and being in the north right-of-way line of Butterfield Trail;

THENCE N89°00'37"W, 818.89 feet along the south line of this described tract and said 15 acre tract and said 30 acre tract, and along the north right-of-way line of said Butterfield Trail to a point for the southwest corner of this described tract and said 30 acre tract;

THENCE N00°59'50"E along the west line of this described tract and said 30 acre tract, a distance of 1890.08 feet to said **POINT OF BEGINNING** and containing **22.14 acres** of land, more or less.

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-03 AO to MF (6310 Butterfield Tr.)
ID # 24-000263 | **Started** 12/04/2024 at 10:50 AM

Address

6310 Butterfield Tr, Abilene, TX USA 79606

Legal

A0003 Sur 44 John Adams Blk Tract 3
A0003 Sur 44 John Adams, Tract 3, Acres 22.74

Description

Rezone property from AO to MF

PROPERTY DETAILS

Property ID	983882
GEO ID	60350
Enforcement Area	Dyess Area

PROPERTY ADDITIONAL INFORMATION

Account Number	A0003000800
Property ID	60350
Land Use	Vacant
High School	Chs
Middle School	Clack
Elementary School	Bassetti
Super Neighborhood	Dyess Area
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT
Nail Patricia	-	333 Leisure Drive Elgin, SC 29045	-	Property Owner

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	12/31/2024 at 10:53 AM	Accept	Mason Teegardin
Zoning Application Review	12/31/2024 at 10:56 AM	Accepted	Mason Teegardin
Planning Payment	12/31/2024 at 10:56 AM	Paid	Mason Teegardin

Create Agenda for Planning and Zoning Commission	01/22/2025 at 4:28 PM	Created	Kera Valois
Staff Prepares Report & Send Property Notification Letters	01/22/2025 at 4:29 PM	Completed	Kera Valois
P&Z Commission Decision	-	-	-
Appeal P&Z Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name
Patricia Nail

Agent Name
Jacob | Martin

Block
-

Lot
-

Acreage
-

Legal Description of property
A0003 SUR 44 JOHN ADAMS, TRACT 3, ACRES 22.74

Subdivision Name
-

Current Zoning
AO

Proposed Zoning
MF

Agree to Terms
Clayton Farrow

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-007201	01/05/2025	Clayton Farrow	$ 1,500.00	$ 1,500.00	$ 0.00

Fees	Account No	Total	Paid	Due
Zoning - Zone change request	1004002-42001	$ 1,500.00	$ 1,500.00	$ 0.00

Receipts

24-006572

TOTALS		$ 1,500.00	$ 1,500.00	**$ 0.00**

CREDENTIALS

Developer

Homeowner

Engineer

Name	Contact Info	Address	Credentials	Availability	Validity
Clayton Farrow	cfarrow@jacobmartin.com (325) 695-1070	3465 Curry Lane Abilene, TX 79606-2287		0 days left	Off

Surveyor

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION

No data for Occupancy Type.

REVIEWS	DATE & TIME	STATUS	HISTORY
Zoning Application Review	12/31/2024 at 10:56 AM	Approved	Accepted
Create Agenda for Planning and Zoning Commission	01/22/2025 at 4:28 PM	Approved	Created
Staff Prepares Report & Send Property Notification Letters	01/22/2025 at 4:29 PM	Approved	Completed
P&Z Commission Decision	01/22/2025 at 4:29 PM	In Review	-

INSPECTIONS	DATE & TIME	STATUS	HISTORY

No data for Inspections.

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO

No data for Generated Documents.

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
Signed Owner Authorization-.pdf	01/02/2025 at 8:42 AM	Mason Teegardin
Signed Owner Authorization.pdf	12/30/2024 at 3:46 PM	Clayton Farrow
Legal for Proposed MF Zoning.pdf	12/30/2024 at 2:55 PM	Clayton Farrow

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-

GENERAL COMMENTS

Mason Teegardin, *Dec 04, 2024 at 2:34 PM*

missing the following information:

1. metes & bounds
2. payment
3. owner authorization

Please have those documents submitted by December 30th for February 4th p&z meeting.

Clayton Farrow, *Dec 30, 2024 at 2:55 PM*

Attached is the Metes & Bounds.
Payment was turned in
Owner Authorization will be coming shortly.

Clayton Farrow, *Dec 30, 2024 at 3:46 PM*

Please see attached Owner Authorization form

Mason Teegardin, *Jan 02, 2025 at 8:42 AM*

additional owner authorization

NORTH

JACOB MARTIN

TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

TBPE FIRM # 2448

Abilene, TEXAS

Exhibit

Zoning Application

NO.	REVISION	DATE

PROJECT # | SCALE N.T.S.

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. | SHEET

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-03

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:	983882	Your Name:	PAMY HOLDINGS LTD	I am in favor of the request	☑
Requestor's Property Zoning:	AO	Your Property Address:	6309 BUTTERFIELD TR		
Requestor's Proposed Zoning:	MF	Your Parcel ID:	23278	I am opposed to the request	☐
		Signature:	Paul Johnson		

FEB 6 AM10:58

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-03

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:	983882	Your Name:	JOHNSON PAUL	I am in favor of the request ☑
Requestor's Property Zoning:	AO	Your Property Address:	6610 BUTTERFIELD TR	
Requestor's Proposed Zoning:	MF	Your Parcel ID:	56796	I am opposed to the request ☐

Signature: Paul Johnson

FEB 6 AM10:58

REZONE REQUEST

Case: Z-2025-03

Agent: Jacob & Martin

Request: Change the zoning of approximately 22.14 acres from Agricultural Open (AO) to Multi Family (MF).

Location: Located at 6310 Butterfield Trail.

Notification: 2 in Favor, 0 in Opposition

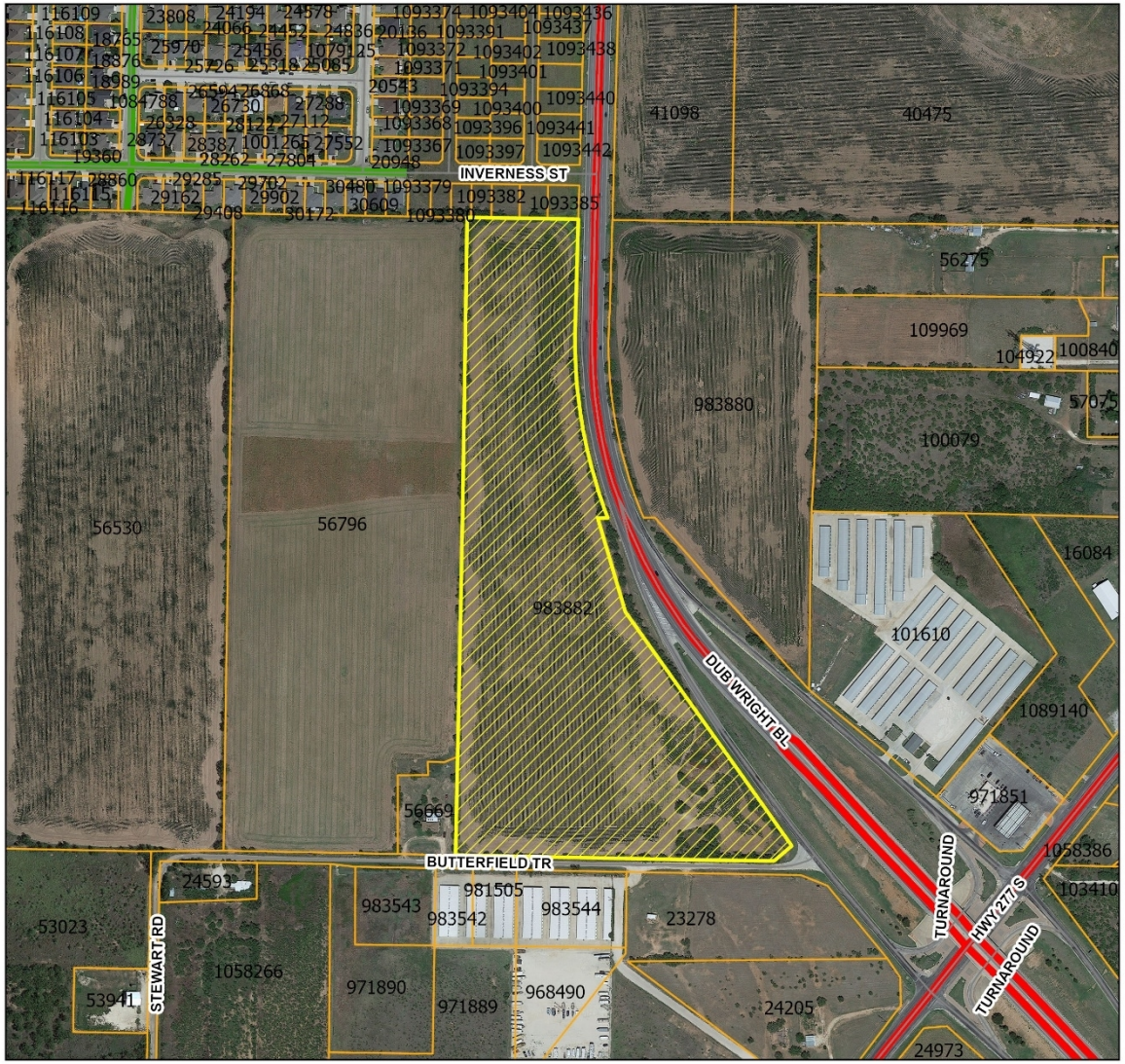
Planning & Zoning: February 4, 2025

Council Hearing: February 27, 2025

March 13, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP





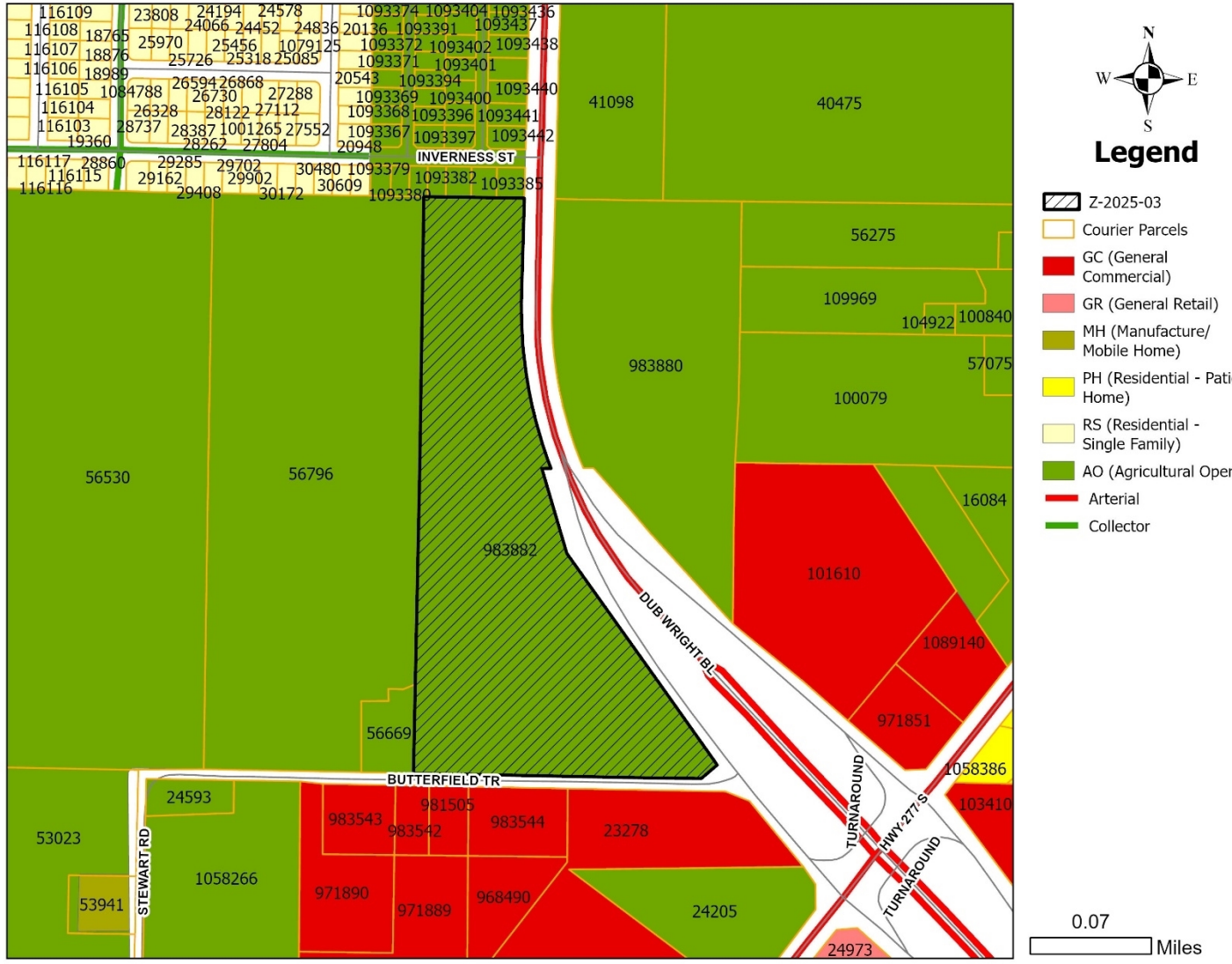
Legend

- Z-2025-03
- Courier Parcels
- Arterial
- Collector

0.07 Miles

CITY OF ABILENE TEXAS

ZONING MAP



Legend

- Z-2025-03
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- MH (Manufacture/ Mobile Home)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector

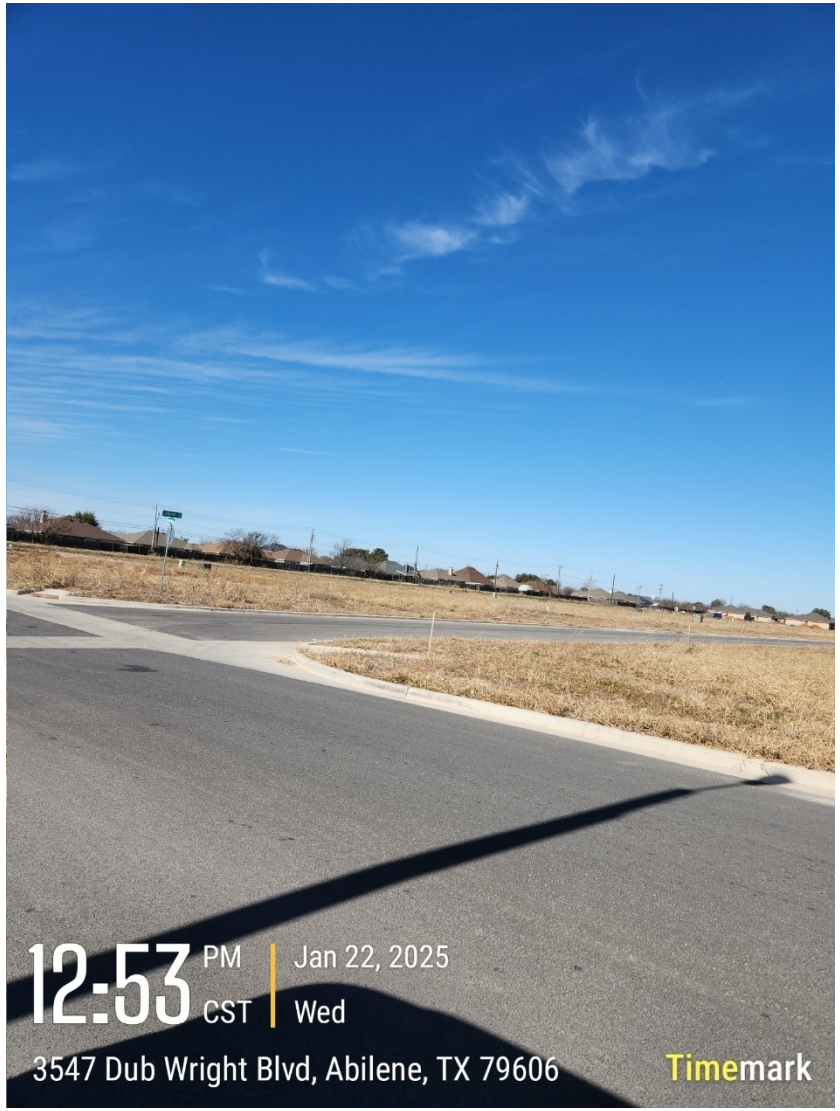
0.07 Miles

CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling– Industrialized Housing Unit
P	Dwelling – Single-Family Detached
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	Animal Lot
P/C	Day Care Operation – Home-Based*
P	Dwelling – Accessory*
TP	Field Office or Construction Office (temporary)*
P	Freight Container*
P	Garage Sale
P	Home Occupation
C	Mobile Home (permanent security residence)
C	Mobile Home (temporary security residence)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Fairgrounds/Rodeo
C	Motorized Racing
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
C	Military and Armed Forces Reserve Center
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	School: Public/Private

SERVICE:

C	Kennel (with outdoor pens)
P	Kennel (without outdoor pens)
P	Veterinary Service (all size animals)

TRADE – RETAIL USES:

C	Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Airport, Heliport and Flying Field Terminals – Commercial
C	Antenna Tower – Commercial
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Institutional
P	Dwelling – Multiple-Family
P	Dwelling – Single-Family Detached
C	Group Home

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Personal Care Facility
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
C	Day-Care Operation - Center-Based
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

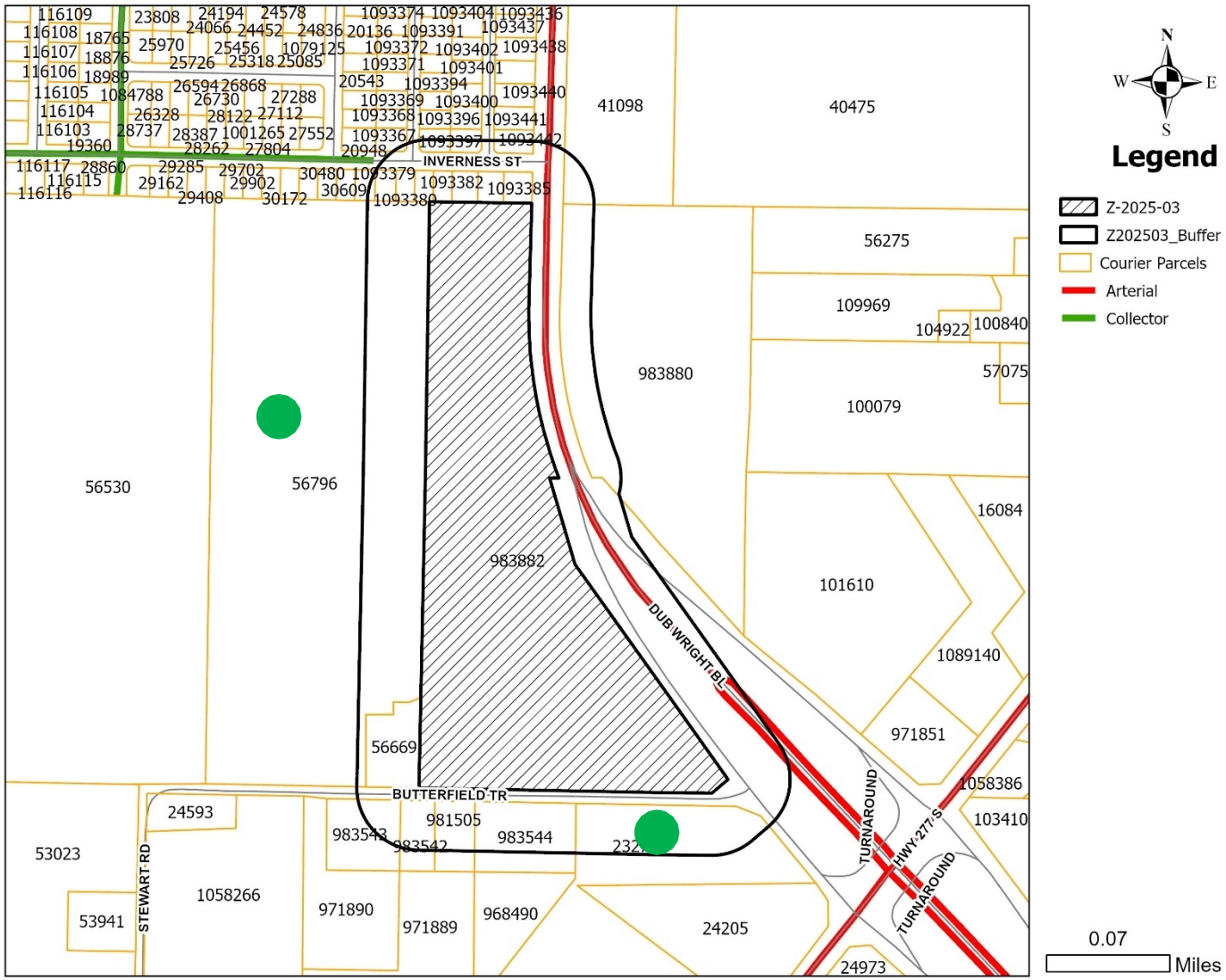
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



2 - in Favor -

0 - in Opposition -

% OPPOSITION

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

- The *Comprehensive Plan;*
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 31 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Tim Littlejohn)***

GENERAL INFORMATION

Lancium Abilene, LLC has requested that its property be annexed into the city limits of Abilene. The property is described as:

(1) 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; and

(2) 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 Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas.

SPECIAL CONSIDERATIONS

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of

Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and continuous to the City, with the consent of the owner of the territory annexed. The City of Abilene seeks to annex property owned by Lancium Abilene, LLC, generally described as 31 acres located in Taylor county.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offer has been rejected by the owner. The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed with respect to the real property.

Public notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the annexation of approximately 31 acres of property owned by Lancium Abilene, LLC.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Annexation Ordinance
2. Exhibit A
3. Exhibit B
4. Municipal Services Agreement_250205_134524 (1)
5. Presentation.Annexation.31 Acres

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 31 acres of property, being a 15-acre tract and a 16-acre tract, filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A” and “B”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A” and “B” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the

City of Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" and "B" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A" and "B" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit "C" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 27th 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 March, 2025, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 13th day of March, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 13th day of March, 2025.

ATTEST:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

EXHIBIT A

FIELD NOTES
15.00 ACRE

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, said 15.00 acres being more particularly described as follows:

BEGINNING at a mag nail found in Spinks Road at the southwest corner of said 31.00 acre tract, for the southwest corner of this tract, whence a recovered 3/8" rebar for reference on the southwest side of Spinks Road bears S67°22'W 13.5 feet and from said mag nail set, a 3" wood post on the northeast side of said Spinks Road bears N37°27'E 35.0 feet;

THENCE N12°27'00"W 795.49 feet, along said Spinks Road and with the west line of said 31.0 acre tract, to a mag nail found at the northwest corner of said 31.0 acre tract and a southwest corner of a called 191.18 acre tract of record in Document No. 2021-25949, Official Public Records, Taylor County, Texas, for the northwest corner of this tract, whence a recovered 3/8" rebar for reference on the east side of said Spinks Road bears S89°11'01"E 18.9 feet;

THENCE S89°11'01"E 932.69 feet, with the north line of said 31.0 acre tract and a south line of said 191.18 acre tract, to a 3/8" rebar found at the northwest corner of a called 16.00 acre tract, recorded in Document No. 2023-08639, Official Public Records, Taylor County, Texas, for the northeast corner of this tract;

THENCE S00°21'54"W 774.84 feet to a mag nail found in said Spinks Road on the south line of said 31.0 acre tract, at the southwest corner of said 16.00 acre tract, for the southeast corner of this tract, whence a 3/8" rebar found for reference on the north side of Spinks Road bears N00°21'54"E 30.0 feet;

THENCE N89°08'31"W 756.25 feet, with the south line of said 31.0 acre tract and along said Spinks Road, to the place of beginning and containing 15.00 acres of land.

Surveyed on the ground September 4, 2024.

Geotex Property Solutions
4701 S. 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 202-11-24-15.00c
Firm Registration No. 10194134

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

EXHIBIT B

FIELD NOTES
16.00 ACRE

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 Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas said 16.00 acres being more particularly described as follows:

BEGINNING at a mag nail found in Spinks Road on the south line of said 31.00 acre tract, at the southeast corner of a called 15.00 acre tract, recorded in Document No. 202001334, Official Public Records, Taylor County, Texas, for the southwest corner of this tract, whence a 3/8" rebar found for reference on the north side of Spinks Road bears N00°21'54"E 30.0 feet and from said mag nail found, another mag nail found at the southwest corner of said 31.00 acre tract bears N89°08'31"W 756.25 feet;

THENCE N00°21'54"E 774.84 feet to a 3/8" rebar found on the north line of said 31.0 acre tract and a south line of a called 191.18 acre tract of record in Document No. 2021-25949, Official Public Records, Taylor County, Texas, at the northeast corner of said 15.00 acre tract, for the northwest corner of this tract;

THENCE S89°11'01"E 898.75 feet, with the north line of said 31.0 acre tract and a south line of said 191.18 acre tract, to a 3/8" rebar found at the northeast corner of said 31.0 acre tract and an interior corner of said 191.18 acre tract, for the northeast corner of this tract;

THENCE S00°21'54"W 775.49 feet, with the east line of said 31.0 acre tract and a west line of said 191.18 acre tract, to a mag nail found in said Spinks Road at the southeast corner of said 31.0 acre tract and an exterior corner of said 191.18 acre tract, for the southeast corner of this tract, whence a 3/8" rebar found for reference on the north side of Spinks Road bears N00°21'54"E 30.0 feet;

THENCE N89°08'31"W 898.75 feet, with the south line of said 31.0 acre tract and along said Spinks Road, to the place of beginning and containing 16.00 acres of land.

Surveyed on the ground September 4, 2024.

Geotex Property Solutions
4701 S. 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 202-26-23-16.00c
Firm Registration No. 10194134

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

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, AND LANCIUM ABILENE, LLC

This Municipal Services Agreement ("Agreement") is entered into on this the 5th day of February, 2025, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and Lancium Abilene, LLC ("Owners").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owners own two parcels of land situated in Taylor County, Texas, which consist of approximately 31 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A and B, attached and incorporated herein by reference ("Property");

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated January 28, 2025;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owners agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A and B.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services"

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owners understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

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

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

(remainder of page intentionally left blank)

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

Lancium Abilene, LLC

Michael McNamara, CEO
By: Date 2/4/25

THE STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the 4th day of February, 2025, by Michael McNamara, TITLE, on behalf of Lancium Abilene, LLC.

AKANE THAXTON NOTARY PUBLIC STATE OF TEXAS ID 129694865 EXP. JAN 30 2026

Notary Public, State of Texas

CITY OF ABILENE

Robert Hanna
Robert Hanna, City Manager

2/5/2025
Date

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Secretary

This instrument was acknowledged before me on the 5th day of February, 2025, by Robert Hanna, City Manager.

Notary Public, State of Texas

KAREN M DANIELL
Notary Public, State of Texas
My Comm. Exp 08-13-2028
NOTARY ID#: 132622768

EXHIBIT A

FIELD NOTES
15.00 ACRE

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, said 15.00 acres being more particularly described as follows:

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Surveyed on the ground September 4, 2024.

Geotex Property Solutions
4701 S. 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 202-11-24-15.00c
Firm Registration No. 10194134

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

EXHIBIT B

FIELD NOTES
16.00 ACRE

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Surveyed on the ground September 4, 2024.

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

Annexation of approximately 31 Acres into the City Limits of the City of Abilene, Texas

Tim Littlejohn

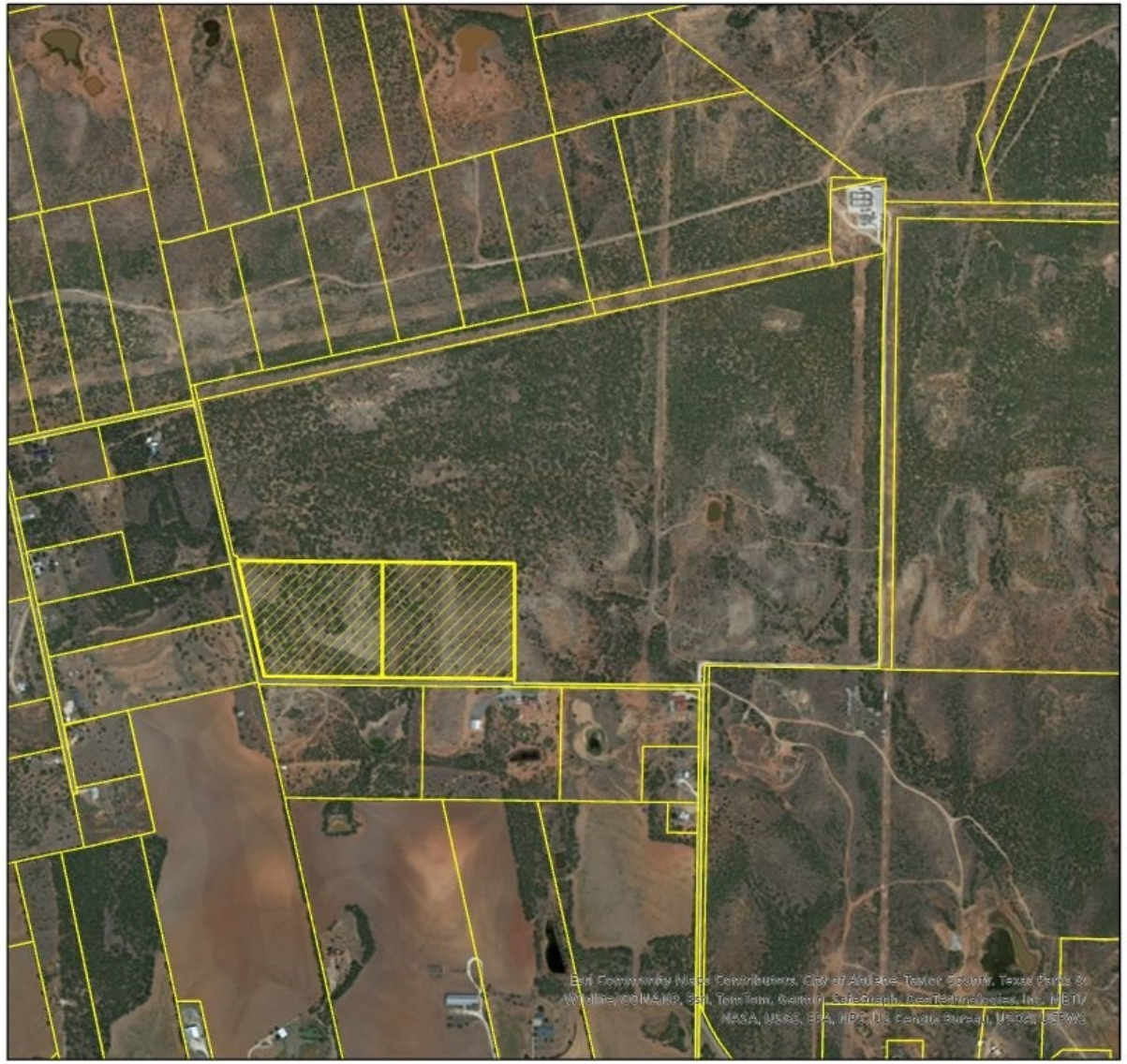
CITY OF ABILENE TEXAS

Annexation of approximately 31 Acres into the City Limits of the City of Abilene, Texas

- Lancium Abilene, LLC desires that property they own, described as a 31 acre tract, be annexed into the city limits of the City of Abilene
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owner.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO
- Staff supports the Annexation Request.

CITY OF ABILENE TEXAS

Annexation of approximately 31 Acres into the City Limits of the City of Abilene, Texas



CITY OF ABILENE TEXAS

Annexation of approximately 31 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 28.58 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Tim Littlejohn)***

GENERAL INFORMATION

Lancium Abilene, LLC has requested that its property be annexed into the city limits of Abilene. The property is described as:

> TRACT ONE. 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.
>
> TRACT TWO. 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.

SPECIAL CONSIDERATIONS

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and continuous to the City, with the consent of the owner of the territory annexed. The City of Abilene seeks to annex property owned by Lancium Abilene, LLC, generally described as 31 acres located in Taylor county.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offer has been rejected by the owner. The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed with respect to the real property.

Public notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of annexation of 28.58 acres of property owned by Lancium Abilene, LLC.

BOARD OR COMMISSION RECOMMENDATION

n/a

ATTACHMENTS:

1. Annexation Ordinance
2. EXHIBIT A
3. EXHIBIT B
4. 2025-02-13 - Lancium - Municipal Services Agreement
5. Presentation - 28.58 Acres

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 28.58 acres of property, being a 14.29-acre tract and another 14.29-acre tract, filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A” and “B”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A” and “B” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the

City of Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" and "B" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A" and "B" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit "C" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 27th 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 March, 2025, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 13th day of March, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 13th day of March, 2025.

ATTEST:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

EXHIBIT A

TRACT ONE. 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.

EXHIBIT B

TRACT TWO. 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.

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, AND LANCIUM ABILENE, LLC

This Municipal Services Agreement ("Agreement") is entered into on this the 13th day of February, 2025, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and Lancium Abilene, LLC ("Owners").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owners own two parcels of land situated in Taylor County, Texas, which consist of approximately 28.58 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owners have filed a request with the City for full-purpose annexation of the Property, identified as a petition for annexation on February 3, 2025;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owners agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services"

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owners understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

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

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

(remainder of page intentionally left blank)

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

Lancium Abilene, LLC

Jennifer Kennedy 2/13/25
By: Date

Jennifer Kennedy
Tax Director

THE STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the 13th day of February, 2025, by Jennifer Kennedy, Tax Director (Title), on behalf of Lancium Abilene, LLC.

Karen M. Daniell
Notary Public, State of Texas

KAREN M DANIELL
Notary Public, State of Texas
My Comm. Exp 08-13-2028
NOTARY ID#: 132622768

CITY OF ABILENE

Mindy Patterson
Robert Hanna, City Manager

2/7/25
Date

Mindy Patterson, Deputy City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Secretary

This instrument was acknowledged before me on the 7th day of February, 2025, by Mindy Patterson Deputy, City Manager.

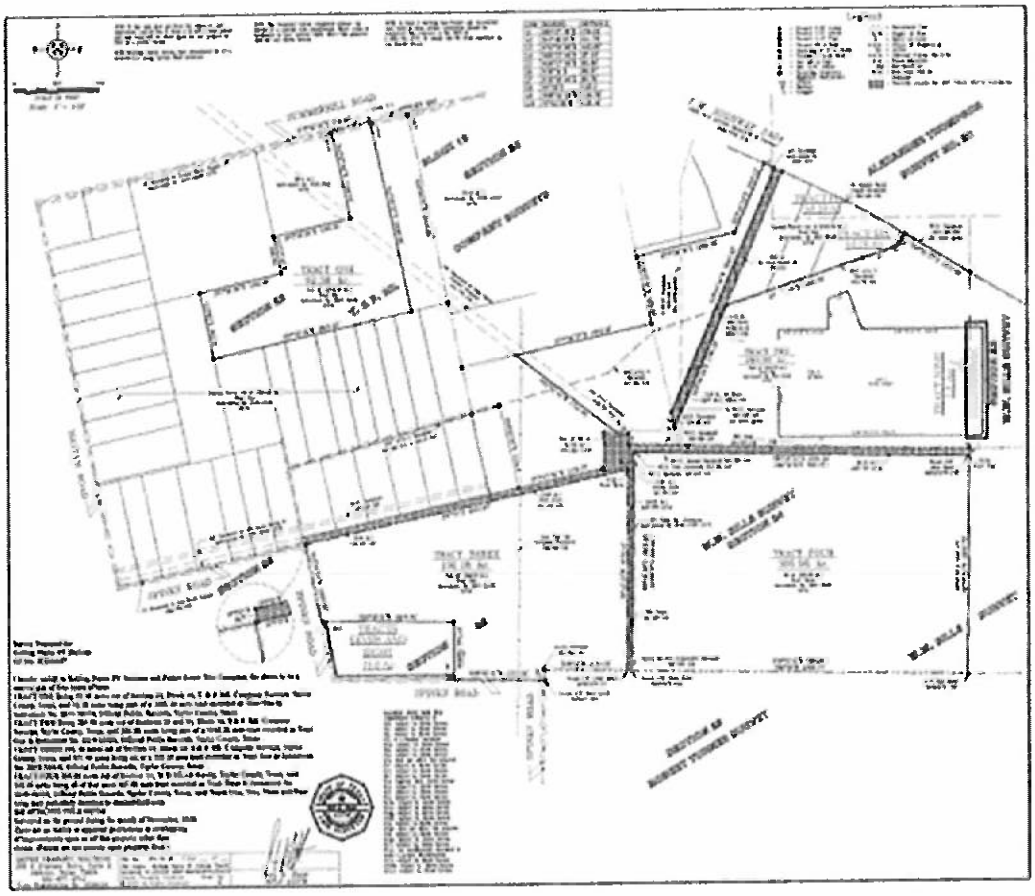
Notary Public, State of Texas

KAREN M DANIELL
Notary Public, State of Texas
My Comm. Exp 08-13-2028
NOTARY ID#: 132622768

EXHIBIT A

TRACT ONE. 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.

TRACT TWO. 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.



Annexation of approximately 28.58 Acres into the City Limits of the City of Abilene, Texas

Tim Littlejohn

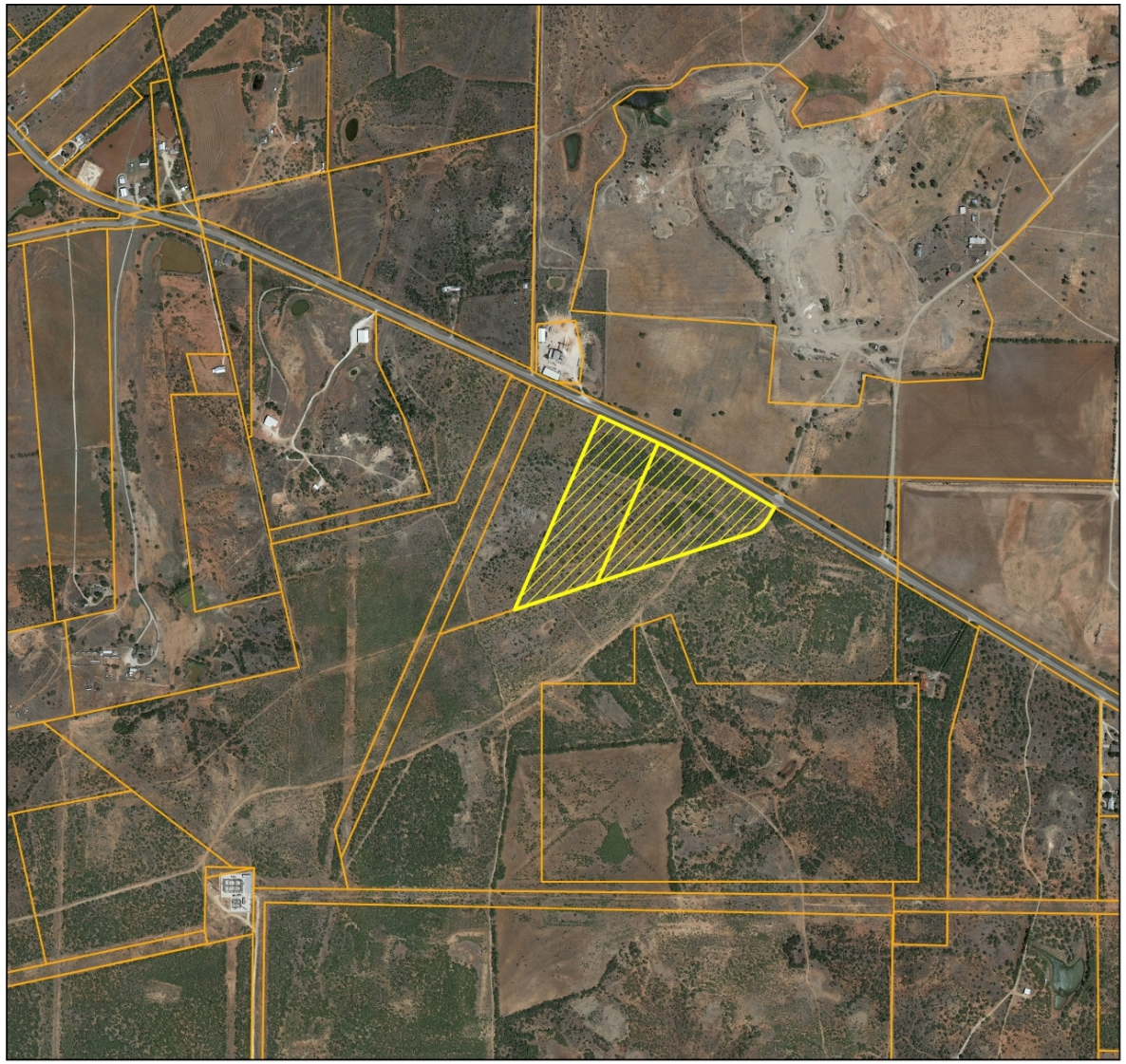
CITY OF ABILENE TEXAS

Annexation of approximately 28.58 Acres into the City Limits of the City of Abilene, Texas

- Lancium Abilene, LLC desires that property they own, described as a 28.58 acre tract, be annexed into the city limits of the City of Abilene.
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owner.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO.
- Staff supports the Annexation Request.

CITY OF ABILENE TEXAS

Annexation of approximately 28.58 Acres into the City Limits of the City of Abilene, Texas



N
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Legend

Proposed Annexation
Courier Parcels

0.15
Miles

CITY OF ABILENE TEXAS

Annexation of approximately 28.58 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **16. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the Fee Ordinance to Add a Commercial Breeder/Show Animal Permit Fee *(Robert Hanna)***

GENERAL INFORMATION

The Amended Animals and Fowl ordinance created a commercial breeder/show animal permit. The Fee Ordinance does not currently have the permit fee listed. The proposed fee for the permit is $150.00, and the permit is for two (2) years.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Commercial Breeder/Show Animal permit fee

BOARD OR COMMISSION RECOMMENDATION

n/a

ATTACHMENTS:

1. 2025 Ordinance-Breeder Permit Fee Added to Fee Schedule
2. Attachment A - Breeder Permit Fee Added to Fee Schedule

3. Breeder Permit ppt

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 37-2024 AND ADOPTING FEES AND CHARGES FOR A COMMERCIAL BREEDER/SHOW ANIMAL PERMIT, 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 37-2024 ("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.

PASSED ON FIRST READING on the 27th day of February, A.D. 2025.

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 13th day of March, A.D. 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Animals	Commercial Breeder/Show Animal Permit	$150

AMEND FEE ORDINANCE BY ADDING FEE FOR COMMERCIAL BREEDER/SHOW ANIMAL PERMIT

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **17. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 6, Animals and Fowl, 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 to be spayed/neutered as recommended by a veterinarian, unless the owner holds a commercial breeder/show animal permit issued by the City.

6. Creating a Commercial Breeder/Show Animal 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

Changes from the first reading to the final reading are highlighted in yellow.

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 (2-19-25)
3. Chapter 6, Animals and Fowls clean (2-19-25)
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 that are kept, harbored, or maintained within the city limits must be spayed or neutered as recommended by a veterinarian. This section applies to the owner of the dog or cat. This section does not apply to an owner who holds a commercial breeder/show animal'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, show animals

(a) Commercial breeding/show animal—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/show animal permit issued by Abilene Animal Outreach.

(2~~3~~) An application for a commercial breeding/show animal 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/show animal 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/show animal 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/show animal 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 Ceity

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

(d) For purposes of this section, a "show animal" is a dog or cat that is registered with the American Kennel Club, the Cat Fanciers Association, the International Cat Association, or their equivalents.

Secs. 6-3436—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 Departmentof 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, theAbilene Animal Control DepartmentOutreach may seize and impound the dog pending investigation of the incident.

(b) TheAbilene Animal Control DepartmentOutreach shall release the dog to the owner if theAbilene Animal Control DepartmentOutreach 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 DepartmentOutreach from receiving more information and subsequently declaring the dog a dangerous animal.

(c) If theAbilene Animal Control DepartmentOutreach 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 theAbilene Animal Control DepartmentOutreach 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) IIf 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 that are kept, harbored, or maintained within the city limits must be spayed or neutered as recommended by a veterinarian. This section applies to the owner of the dog or cat. This section does not apply to an owner who holds a commercial breeder/show animal'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, show animal

(a) Commercial breeding/show animal—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/show animal permit issued by Abilene Animal Outreach.

(2) An application for a commercial breeding/show animal 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/show animal 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/show animal 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/show animal 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.

(d) For purposes of this section, a "show animal" is a dog or cat that is registered with the American Kennel Club, the Cat Fancier's Association, the International Cat Association, or their equivalents.

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.

CITY OF ABILENE TEXAS

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 to be spayed/neutered as recommended by a veterinarian, unless the owner holds a commercial breeder/show animal permit issued by the City.

6. Creating a Commercial Breeder/Show Animal Permit to allow persons to breed dogs or cats within the city limits.

CITY OF ABILENE TEXAS

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.

CITY OF ABILENE TEXAS

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.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

TO: **Robert Hanna, City Manager**

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

SUBJECT: **18. Discussion: Receive a Report and Hold a Discussion and Public Hearing and Provide Direction on a Downtown Paid Parking Program *(Michael Rice)***

GENERAL INFORMATION

During the City Council Retreat on January 31st, Council was presented with the Paid Parking Program for consideration. After the presentation, the Council directed staff to find answers to questions from the City Council, and to meet with Downtown representatives to discuss the Downtown Paid Parking Program. A meeting with over a dozen downtown representatives plus staff was conducted on February 17th.

The presentation scheduled for February 27th will provide answers to the questions from the City Council, and summarize the meeting with the Downtown Representatives concerning the Downtown Paid Parking Program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff requests direction from the City Council on the implementation of a Downtown Paid Parking Program.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ParkMobile Presentation

Paid Parking / ParkMobile

Council Discussion
02/27/2025

CITY OF ABILENE TEXAS

Paid Parking / ParkMobile

Consideration of Paid Public Parking

The ParkMobile Program:

- Park Mobile provides “SIGNS” (at no cost to the City). City would provide poles, hardware and labor for sign installation.
- The Signs provide NOTICE of parking requirements, and the process(es) to pay for parking.
- The Parking Program could include “FREE” parking for a specified amount of time before a fee is required, as directed by the City.
- User would enter (1) Zone [Parking Lot] number (2) Time (3) Select Vehicle (4) Pay & Go. There is also a process for “extending” your time directly from your phone if additional time is needed.

ParkMobile management:

- Park Mobile has an application (ParkMoblie 360)
- that provides Analytics/Reporting for the City’s use in
- monitoring and managing the Paid Parking program.
- Enforcement of violations would require the city to
- physically monitor the paid parking locations and to
- issue “Parking Citations”.

CITY OF ABILENE TEXAS

Paid Parking / ParkMobile

Guest Checkout:

Making it easier to park and pay - Zone Parking

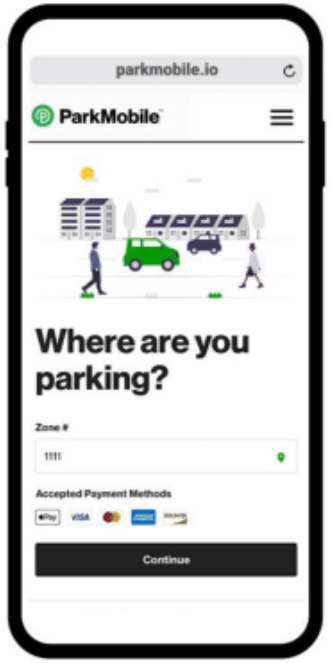




Scan to park



Text to park



Guest checkout

ParkMobile

CITY OF ABILENE TEXAS

Paid Parking / ParkMobile

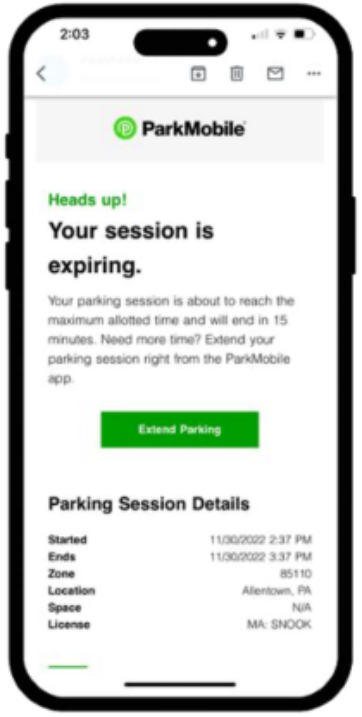
Parking Expiration Notification Reminders



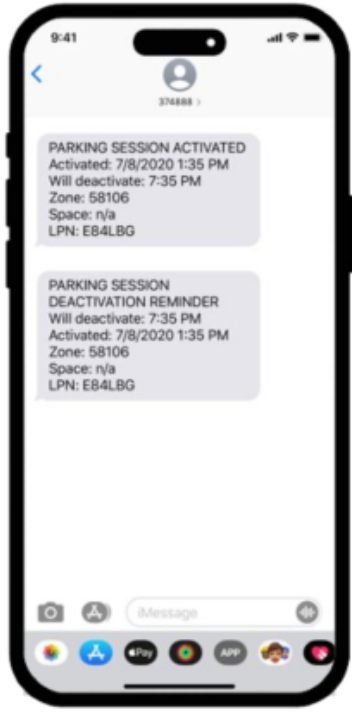
ParkMobile **Live Activities**



Push Notifications



Email Notifications



Text Notifications

CITY OF ABILENE TEXAS

Paid Parking / ParkMobile



CITY OF ABILENE TEXAS

Proposed Parking Fees

HOURS PARKED	FEE FOR PARKING
0 – 2 Hours	$0.00 council direction
2 – 4 Hours	$5.00
4 – 6 Hours	$9.00
6 – 9 Hours	$13.00
9 Hours or more (daily rate)	$20.00
3 Day Maximum (or towed at owner's expense)	

CITY OF ABILENE TEXAS

Paid Parking / ParkMobile

Considerations of Paid Public Parking

Process for Paid Parking Program Approval:

- Fees for Parking and Parking Violations approved in the Fee Ordinance.
- Parking Ordinance updated to include Paid Parking in public lots with process for managing violations.

Park Mobile Fees:

- Credit Card Fee: 3% + $0.20 per transaction
- Park Mobile Fee: $0.35 per transaction (as OMNIA co-op member)
- Park Mobile Contract Term: 3 Years with 1-year extensions available

CITY OF ABILENE TEXAS

Council Questions

- Is there an opportunity for a “Monthly” rate ? The City may set aside a predetermined number of spaces for users to purchase in advance. The Rate may include “Monthly”, “Weekly”, or “Special Events”. Within the Park Mobile website and app, users may find a Reservations tab where they can search for a location or address to secure parking in that area. Additionally, Park Mobile offers the ability to send URLs that direct customers to specific parking locations or event venues, ensuring a smooth and convenient booking process.
- Is there an opportunity for a local business to “Validate Parking” for a customer as a means to encourage customers to come downtown. Yes, Park Mobile absolutely does validations. Park Mobile has the ability to provide merchants with multi-use codes for seamless parking validation, which may be added before or during a parking session.

CITY OF ABILENE TEXAS

Downtown Questions/Comments

- Details Matter! There were many questions about downtown employee parking. Questions included a Business's ability to "reserve" a specific number of parking spaces instead of paying for all their part-time employees.
- What problem are we trying to solve, why are we considering a Paid Parking program on currently "Free" lots?
- Can a business acquire "Shared" Monthly/Weekly Parking? ParkMobile can accommodate this a couple different ways. It's quite common for university clients to have rotating contractors who come in throughout the week and have an access code they use to secure parking across campus. You would set aside a set number of spaces and employees can reserve parking in advance.
- Where will revenue from this program go? Attendees were informed the revenue from the parking lot next to the DoubleTree would be placed into a reserve fund for Hotel dept payment, and revenue from the lot on Pine and N. 2nd would be General Fund revenue. Attendees asked where revenue would go from Parking Violations, and the response was the General Fund.

CITY OF ABILENE TEXAS

Downtown Questions/Comments

- There was a concern about the security involved for payments when using the ParkMobile App payment. ParkMobile is compliant with PCI DSS, ISO 9001:2015, and SSAE 18 requirements. ParkMobile is committed to the proper management of records to retain those that have current or future value and to properly destroy records that do not have such value. Examples of ParkMobile actions taken include but are not limited to the following:
  - Card Holder Data (CHD) is not stored on removable media.
  - Information on all media is classified, handled and disposed of in a secure manner.
  - ParkMobile encourages minimal use and storage of its confidential data to reduce the risk of data compromise.
  - At no time after card authorization, under any circumstance, ParkMobile stores any information from the card magnetic track, to include CVV/CVC, CVV2/CVC2, and PIN block data.
  - Cards that have met and exceeded their expiration by 6 months are deleted from all systems.
  - All cardholder data from deactivated or closed accounts is deleted from all systems after a 6-month waiting period.
  - After 18 months of inactivity, a card is categorized as inactive and deleted from all systems.
  - A review of cards matching the above criteria is conducted monthly, with quarterly reviews of the reports.
  - Personal account numbers (PAN) are masked when displayed.

CITY OF ABILENE TEXAS

Downtown Questions/Comments

- Concern about the security involved for payments (continued).
- Two-factor authentication is implemented to access any cardholder data.
- CHD is encrypted at capture, transit, and at rest.
- PCI DSS compliant encryption methods, processes, and procedures are implemented. ParkMobile has implemented encryption key management plans to ensure the availability of encrypted authoritative information.ParkMobile data security policies prohibit direct database access.
- Data does not travel over the network unencrypted.
- ParkMobile prioritizes data usage transparency and their Customer Privacy Policy is easy to access via their website. This policy is designed to help customers understand how ParkMobile collects, uses, and shares information collected through the ParkMobile websites, mobile applications, and other services they operate. The policy can be reviewed at https://parkmobile.io/privacy-policy/

CITY OF ABILENE TEXAS

Downtown Questions/Comments

- There was question on free parking between 5 pm and 8 am (or another pre-determined time) to mirror the current On Street parking program. This is a policy decision made by the elected officials. Staff does not recommend free parking between 5 pm and 8 am for the lot adjacent to the DoubleTree Hotel.
- Will handicap parking spaces be free?
  This is a policy decision made by the elected officials. Staff believes State law allows for timed parking of handicap spaces, and supports fair and consistent enforcement of timed parking for all parking spaces.

CITY OF ABILENE TEXAS

Paid Parking / ParkMobile

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

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

FROM: **Stanley Smith, City Attorney**

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

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

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

12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)
1.Abilene Heritage Square

C. 551.073 (Deliberations about Gifts and Donations)
D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)
1. AYSA Flat Fields Economic Development Agreement

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 2/27/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **20.**

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)*

- **Abilene-Taylor County Child Advocacy Center Board**
- **Tax Increment Reinvestment Zone (TIRZ) #3**

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 27th 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
Abilene-Taylor County Child Advocacy Center Board	
Tim Bundick [New]	December 2026
Tax Increment Reinvestment Zone (TIRZ) #3	
Sam Vinson [Reappointment]	March 2028
Robert Stormy Higgins [Reappointment]	March 2028

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

- Abilene-Taylor County Child Advocacy Center Board
  - Tim Bundick [New]
- Tax Increment Reinvestment Zone (TIRZ) #3
  - Sam Vinson [Reappointment]
  - Robert “Stormy” Higgins [Reappointment]

CITY OF ABILENE TEXAS