City of Abilene
City Council Agenda

Shane Price, Mayor Pro-tem Bruce Kreitler, Council Member Kyle McAlister, Council Member Robert Hanna, City Manager	Anthony Williams, Mayor	Donna Albus, Council Member Weldon Hurt, Council Member Steve Savage, Council Member Stanley Smith, City Attorney Tiffni Hererra, Assistant City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on Thursday, October 26, 2017 at 8:30 AM at 555 Walnut Street, 2nd Floor Council Chambers, 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.

1. CALL TO ORDER

2. INVOCATION

1. Councilman Kyle McAlister

3. PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

1. **Proclamation**
   White Cane Day
2. **Employee Service Awards:**

Jason Aulerich	Police Officer	20 years
Gary Bone	Police Lieutenant	20 years
Gary Castillo	Police Officer	20 years

5. MINUTES

1. Approval of minutes from the Regular Meeting held on October 12th, 2017

6. CONSENT AGENDA

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

1. **Ordinance:** *(First Reading)* **Z-2017-18** A request from HIT Ventures LLC, represented by Harley Burnett, Agent CJ Chaney, to rezone two (2) lots from AO (Agricultural Open Space) to GC (General Commercial) located at the northwest corner of Maple St. and S. 27th St.; and setting a public hearing for November 2nd, 2017 ***(Taurus Freeman)***

2. **Ordinance:** *(First Reading)* **Z-2017-19** A request from Charles Coody, agent eHT, to enlarge the boundary of Planned Development District located at 1510 E. Industrial Boulevard, and amending Planned Development District Number 70), to allow PH (Patio Homes), and to amend other specific regulations. Located at 1510 E. Industrial Boulevard and the 1500 Block of the north side of E. Industrial Boulevard; and setting a public hearing for November 2nd, 2017. ***(Taurus Freeman)***

3. **Ordinance:** *(First Reading)* **OAM-2017-04** Amendment to the Land Development Code (LDC) regarding Section 2.4.3.3 'All Other Uses Without Specific Requirements' pertaining to changing (33) LIQUOR STORE, On-Premise Consumption; subpart a. Distances Required; and setting a public hearing for November 2nd, 2017. ***(Taurus Freeman)***

4. **Resolution:** Authorize the Purchase of Four Solid Waste Frontloader Trucks through BuyBoard Cooperative. ***(Chris Taylor)***

7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

1. **Resolution:** Receive a report, hold a discussion and provide staff direction/take action on the creation of a Citizen's Advisory Board for People with Disabilities ***(Robert Hanna)***

2. **Resolution:** Development Corporation of Abilene, Inc.'s Project with Hardin-Simmons University (HSU) including Sale of AbLabs Facility at 1325 Pine St., the Adjacent Parking Lot at 1342 Walnut St., and Equipment Located thereon ***(Kent Sharp)***

3. **Oral Resolution & Public Hearing:** Application/Permit to Drill and/or Operate an Oil and/or Gas Well - Teal Exploration, LLC: "El Guapo #1", Permit No. 827705, located at 3350 N. Clack St. ***(Michael Rice)***

4. **Ordinance:** *(First Reading)* Amending Chapter 32 "Utilities" by inserting new Article IX :Hauled Liquid Waste, and setting a public hearing for November 2, 2017 ***(Rodney Taylor)***

8. EXECUTIVE SESSION

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, as authorized by Texas Government Code Sections

1. 551.071 (Consultation with Attorney)

A) Brad McGary Civil Service Appeal
B) Rules of Procedures - Code of Ethics

The following pending litigation subjects which may be discussed are:

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011

2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th

Judicial District Court, Taylor County, Texas, filed June 17, 2014

3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene. Cause No. D-1-GN-16-001160, filed March 16, 2016

4. Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.

5. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016

6. E.G., et al. v. Barry Bond, City of Abilene, and Abilene Independent School District, Case 1:16-cv-00068-BL, U.S. District Court, Northern District, Abilene Division, filed April 28, 2016

7. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016

8. City of Abilene and Development Corporation of Abilene v. Texas Municipal League Governmental Risk Pool, Cause No. 11018-D In the 350th Judicial District Court, Taylor County, Texas, filed January 9, 2017

9. Iris Guerrero, et al. v. Taylor County, Texas, et al., Civil Action No. 1:17-cv-00050-BL, In the U.S. District Court, Northern District of Texas, Abilene Division, filed April 6, 2017

10. Cause No. 11088-D, Ex Parte: Luke Matthew Sweetser, In the 350th Judicial District Court, Taylor County, Texas, filed April 6, 2017

11. Fred Hunter v. City of Abilene Water Department; Cause Number SC17-22643J12; In the Small Claims Court, Precinct 1, Place 2, Taylor County, Texas, filed September 5, 2017

2. 551.072 (Deliberations about Real Property)

A) Regional Water Supply
B) Winn-Dixie/Kmart Building
C) Cotton Warehouse

3. 551.073 (Deliberations about Gifts and Donations)

4. 551.074 (Personnel Matters)

A) Candidate Interviews for City Secretary's Position

City Council may consider appointment, employment, 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.

The following Boards and Commissions may be discussed:

Abilene Health Facilities Development Corp.
Abilene Higher Education Facilities Corporation
Abilene-Taylor County Events Venue District
Board of Adjustments
Board of Building Standards
Civic Abilene, Inc.
Civil Service Commission
Development Corporation of Abilene, Inc.
Firemen's Pension Fund Board

Frontier Texas! Board of Directors
Abilene Housing Authority
Landmarks Commission
Library Board
Mechanical/Plumbing/Electrical & Swimming Pool Board of Appeals
Mental Health-Mental Retardation Board of Trustees
9-1-1 Emergency Communications District Board of Managers
Parks & Recreation Board
Planning and Zoning Commission
Taylor County Appraisal District
West Central Texas Municipal Water District
Tax Increment Reinvestment Zone Board

5. 551.087 (Business Prospect/Economic Development)
A) Hotel Proposals

6. 551.076 (Deliberations about Security Devices)

9. RECONVENE

10. REGULAR AGENDA

1. **Resolution:** Receive a report, hold a discussion and take action on the adoption of wholesale water services contracts for the City of Ballinger, Texas ***(Robert Hanna)***
2. **Resolution:** Receive a report, hold a discussion and take action on the adoption of a water infrastructure agreement with the City of Ballinger, Texas. ***(Robert Hanna)***
3. **Resolution:** Nominating individuals to the Board of Directors of the Central Appraisal District of Taylor County for 2017-2018 ***(Tiffni Hererra)***
4. **Discussion and Possible Action:** For appointment to City Secretary's Position

11. 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 contact Tiffni Hererra, Assistant City Secretary, at 325-676-6208.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the _____ day of October, 2017, at _____.

_____
Tiffni Hererra, TRMC
Interim City Secretary

CITY COUNCIL MEETING
October 12th, 2017, at 4:30 p.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on October 12, 2017, at 4:30 p.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding with Councilmen Shane Price, Bruce Kreitler, Weldon Hurt, Kyle McAlister, Steve Savage and Councilwoman Donna Albus. Also present were Assistant City Manager Mindy Patterson, City Attorney Stanley Smith, Assistant City Secretary Tiffni Hererra, and various members of the City staff.

EXECUTIVE SESSION

Mayor Williams recessed the Council into Executive Session at 4:30 p.m. pursuant to the Open Meetings Act for the following:

Deliberations about Real Property - Section 2.551.072

A) Regional Water Supply
B) Winn-Dixie/Kmart Building

Business Prospect/Economic Development – Section 551.087

A) Hotel Proposals
B) HSU AbLabs Project

The Council reconvened in Open Session at 5:30 pm. and reported no vote or action was taken in Executive Session.

Mayor Williams gave the invocation.

Mayor Williams introduced Braylon Titus and Milo Monsey, 4th grade students from Austin Elementary. The students led the Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

PROCLAMATION

Mayor Williams presented the following proclamations:

National Physical Therapy Month – accepted by Dr. Marsha Rutland, Associate Professor of Physical Therapy at Hardin Simmons
Fire Prevention Week – accepted by Marty Sanders, Fire Marshal
World Homeless Day – accepted by John Cooper, Executive Director and Katherine Bisson, Housing Services Program Director, of Abilene Hope Haven

DISPOSITION OF MINUTES

5.0 Mayor Williams stated Council has been given the minutes from the Special Called Meeting held on September 26, 2017 and the Regular Called Meeting held on September 28, 2017. There being no deletions, no additions, and no corrections, Councilman Savage made a motion to approve the minutes as presented. Councilwoman Albus seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hurt, McAlister, Savage, Councilwoman Albus and Mayor Williams
NAYS: None

CONSENT AGENDA

Councilman Hurt made the motion to approve the consent agenda items 6.1 through 6.4 as presented by staff. Councilman McAlister seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hurt, McAlister, Savage, Councilwoman Albus and Mayor Williams
NAYS: None

6.1 **Resolution**: Authorization to spend more than $50,000 in the course of the fiscal year for Firefighter Uniforms and related Equipment; $300 per firefighter not to exceed $52,500

Resolution: #**125-2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO PURCHASE UNIFORMS AND RELATED ITEMS FROM GALL'S INC. IN EXCESS OF $50,000.

6.2 **Resolution:** To execute a contract with Siddons-Martin Emergency Group for the purchase of two (2) Pierce Impel Pumpers for the Fire Department for $1,305,726

Resolution: **#126-2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SIDDONS-MARTIN EMERGENCY GROUP FOR THE PURCHASE OF TWO (2) PIERCE IMPEL PUMPERS

6.3 **Resolution:** Authorize annual purchases of Police Uniforms and equipment; $600.00 per officer, up to $92,000 total cost.

Resolution: **#127-2017**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING ABILENE POLICE OFFICERS TO PURCHASE UNIFORMS AND RELATED ITEMS FROM GALL'S INC. IN EXCESS OF $50,000

6.4 **Resolution:** Authorize annual purchase of ammunition, Taser cartridges, less-lethal munitions, targets and other related items in the amount of $103,950

Resolution: **#128-2017**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE AMMUNITION FROM PRECISION DELTA THROUGH THE TEXAS PROCUREMENT & SUPPORT SERVICES (TPASS) CONTRACT #680-A1

REGULAR AGENDA

7.1 James Childers, Assistant City Manager, presented this item to the city council on the Resolution supporting the application for a Defense Economic Adjustment Assistance Grant for relocation of the perimeter fence at Dyess Air Force Base.

Dyess Air Force Base is a crucial component of our nation's defense, hosting B-1 Bombers and C-130 aircraft. As the region's largest single employer, with an estimated economic impact of over $430 million per year to the local area, it is also an integral part of the Abilene economy, as well as that of the entire state of Texas. The matching dollars for this grant are possible through $82,200 in design and land acquisition costs from Dyess AFB along with Development Corporation of Abilene (DCOA) funds of up to $200,000. The formal request for funding to the TMPC would be for $281,679.88. The total funds flowing through the City would be approximately $481,189.76, which includes TMPC and DCOA Funding. The City of Abilene is simply serving as a pass-through for the requested funds of $481,189.76 and will not expend any funds as part of this process.

Council and Staff discussion included: 1) all land acquisition has been completed by Dyess AFB 2) Doug Peters of the Abilene Chamber of Commerce stated that if the grant was not approved, it would remain on the list of priorities; and 3) the project is contingent on this grant getting approval

Mayor Williams opened a public hearing, there being no one present, and desiring to be heard, the public hearing was closed.

Councilman Savage made the motion to approve the Resolution authorizing the City Manager to apply for the Defense Economic Adjustment Assistance Grant application for relocation of a perimeter fence at Dyess Air Force Base. Councilman Kreitler seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hurt, McAlister, Savage, Councilwoman Albus and Mayor Williams
NAYS: None

Resolution: **#129-2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, IN SUPPORT OF THE CITY OF ABILENE'S APPLICATION FOR THE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT PROGRAM (DEAAG) IN ORDER TO ENHANCE THE VALUE OF DYESS AIR FORCE BASE AS A WHOLE WITH THE DEPARTMENT OF DEFENSE

7.2 Taurus Freeman, Interim Director of Planning and Development Services, briefed the council on the Ordinance for **TC-2017-05**, a request from G & P Rentals, agent Jim Hatchett Jr., to abandon all of a 20' wide, east-west alley through Block 9, Oakwood Addition, City of Abilene, and Taylor County, Texas, located at 2960 North 1st Street. In 1958, a multi-tenant shopping center building was built over the alley and utilities. The building was constructed before the site planning process was required by the City of Abilene. The existing 'platted' alley was over-looked during the time of the issuance of a building permit and construction. During the process of preparing the building for sale, the applicant(s) discovered the existence of the alley and utilities; therefore, the reason for the thoroughfare closure request. The applicant has been working with the different utility providers to remedy the situation with the utility lines that run under the existing building. This includes, but not limited to, relocating, privatizing or removing the utility lines to the satisfaction of the individual utility providers.

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

The Development Review Committee recommends approval of the request to abandon approximately 341 feet of an existing alley that runs east to west, between N. Mockingbird Lane and Burger Street, with the following conditions:

1. The applicant must replat within 12 months
2. The applicant is responsible for providing easements for and/or relocating any existing utilities

The Planning and Zoning Commission recommended approval of this request by a vote of six with none in opposition.

Council and Staff discussion included: 1) no utility lines run under the building 2) replatting and fees involved; property title is clouded because of this 3) if the site is developed in the future they would have to go through site plan review; staff will notify the applicant of those requirements

Mayor Williams opened the public hearing and the Council heard from the following citizens:

1. Doug Offermann – will there be a financial obligation on the City

Councilman Kreitler made the motion to approve the Ordinance for **TC-2017-05**, a request from G & P Rentals, agent Jim Hatchett Jr., to abandon all of a 20' wide, east-west alley through Block 9, Oakwood Addition, City of Abilene, and Taylor County, Texas, located at 2960 North 1st Street. Councilman Hurt seconded the motion, motion carried.

AYES: Councilmen Kreitler, Hurt, McAlister, Savage, Councilwoman Albus and Mayor Williams
NAYS: None
ABSTAINED: Councilman Price declared a conflict and abstained

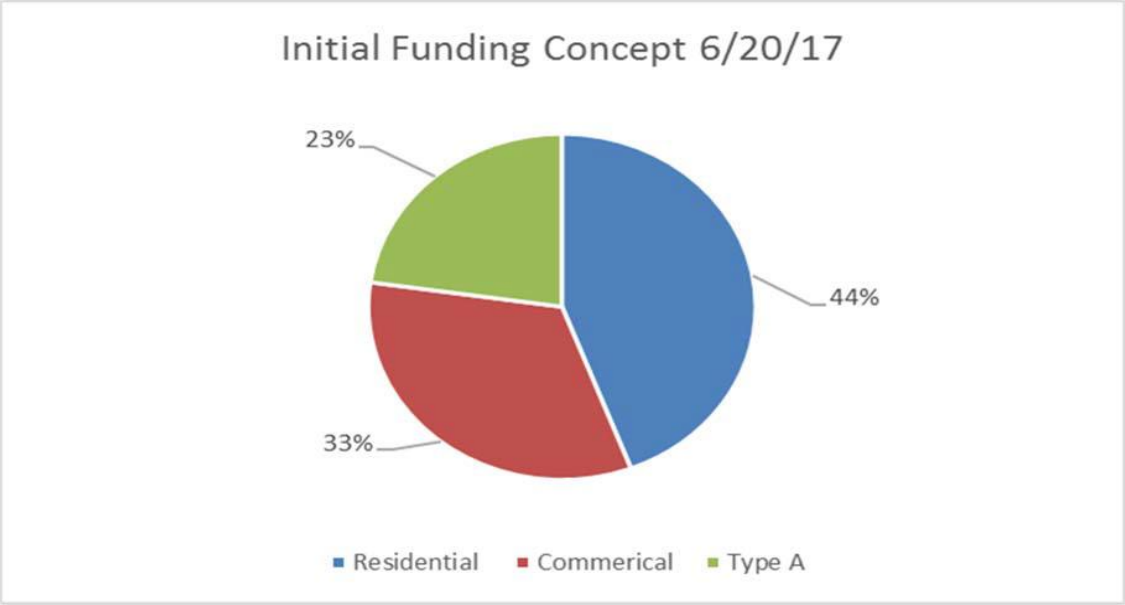
Ordinance: **#41-2017**

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING

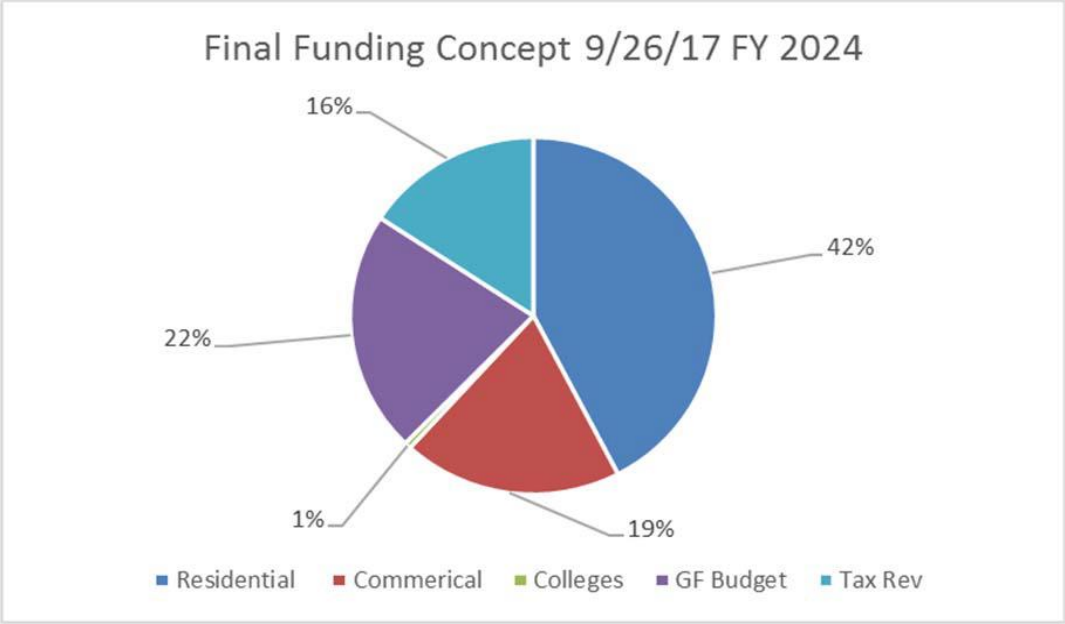
7.3 James Childers, Assistant City Manager briefed the city council on an Ordinance that would establish a Street Maintenance Fee.

The summer of 2017 saw a robust public dialogue on the merits of implementing a Street Maintenance Fee (SMF) to raise funds to maintain Abilene's road infrastructure. Feedback from community stakeholders was used to construct a proposal that generated $10.3 million in revenue annually and was presented to the City Council at the August 10, 2017 Council Meeting. The proposed $10.3 Million plus in revenue was realized through a combination of residential revenue, commercial revenue, and Type A Economic Development funds and did not propose the use of any existing revenue. A motion to move the presented SMF model to a November ballot ultimately failed. A general observation from both the Council and public was that generating $10.3 Million in new revenue was "too much, too soon" for many Abilenians. The City Council instructed staff to explore other options to lower the fees.

The charts below show the revenue distribution of the model initially presented to City Council on June 20, 2017 with the model presented on September 26, 2017 Council Meeting.



This model totaled $10,993,000, with a $2.5 Million Type A tax, residential rates at $9 for single and multi-family, and commercial tier rates that range from $30 to $300



This model is from FY24 totals $10,259,636, with residential rates of $8.75 residential, $8 for multi-family, $1.75 for seniors, commercial tier rates that range from $45 to $95. This model continues annual revenue from colleges at $59,000, GFs of $1,473,500, use of tax rate capacity of $1,602,300. There would not be any Type A funding at this point in the program.

Childers explained that what is presented for Council consideration this meeting takes a phased approach where revenues generated from the fees on residential and commercial users are supplemented with Type A funds from the Development Corporation of Abilene (DCOA), City operational savings, and repurposing of existing tax revenue. During fiscal years 2018 and 2019, the rates charged to residential and college customers are 36% less that what was presented to the Council on August 10, 2017. Commercial customers on six tiers will see a rate savings of approximately 50% across the board during these first two years. In fiscal years 2020 through 2024, the rates will increase in both residential and commercial categories, but these rates will be 25% lower in both categories compared to what was presented on August 10, 2017.

The table below shows the financial impact over the next seven fiscal years:

Fiscal Year	SMF Rev	Tax Rev	Type A	GF Budget	Totals
2018*	$2,188,094	$0	$1,500,000	$648,500	$4,336,594
2019	$4,763,688	$0	$2,000,000	$723,500	$7,487,188
2020**	$6,335,336	$0	$2,000,000	$1,098,500	$9,433,536
2021	$6,335,336	$534,100	$2,000,000	$1,473,500	$10,342,936
2022	$6,335,336	$1,068,200	$1,000,000	$1,848,500	$10,252,036
2023	$6,335,336	$1,602,300	$0	$2,223,500	$10,161,136
2024	$6,335,336	$1,602,300	$0	$2,223,500	$10,161,136

*2018 SMF Rev numbers assume the straight adoption of the SMF and billing start date of 4/1/18 for residential and commercial customers and 7/1/18 billing start date for colleges and multifamily

**Residential rates (residential and multifamily) increase by $2 per month and commercial rates increase $20 per month in each tier starting in FY 2020

Staff recommends approval.

Council and Staff discussion included: 1) 30 different public meetings and this evening meeting have been held to allow public input 2) how the funds would be used, street repair scheduling 3) the plan has changed, obligation to offer more public education 4) because of the impact on citizens, this needs to be put on an election ballot 5) direct staff to begin the process of creating a citizen's advisory board 6) bonds for street repairs 7) council members are elected to make hard decisions that are not always put on an election ballot 8) defining whether this is a tax or a fee; the city attorney stated that this is a user fee being that a tax is authorized by the tax code on actual property, etc., a fee is for use of a product or facility, provided to the citizens and has to be dedicated to that use

Mayor Williams opened the public hearing and the Council heard from the following citizens:

1. Herman Barron – in favor of the fee
2. Jim Reeves – against the fee
3. Jerry Mash – against the fee
4. Doug Offermann – offered suggestions
5. Gary Gliner – against downtown hotel/manager
6. Gary Corpian – fee does not need to be on the water bill
7. Greta Coon – citizen's should be allowed to vote on the issue
8. Brian Fennel – offered suggestions
9. Mirian Ermis – asked questions on several topics
10. Jeff Goza – in favor of the fee
11. Dennis Regan – complained about a pot hole
12. Kym Martin – funds to repair streets should come from the general fund; put it on the ballot
13. Bob Thomas – who will be the consultant on the funds use; against the fee
14. Dale Boecker – against the downtown hotel; use funds already in the budget
15. Bill Libby – in favor of the fee
16. David Swart – change storm water fee to street maintenance fee; use sales tax for street maintenance
17. Winston Olhausen – asked questions about the annual review of the fee; offered suggestions
18. Chad Carter – suggestions on better use of funding already available in the street budget
19. Michelle Gonzalez – voiced complaints about Ambler and Parks Streets
20. Dale Skeef – against the fee
21. Ron Kinder – asked whether this is a fee or a tax

Councilman Kreitler made the motion to deny approval of the Ordinance establishing a Street Maintenance Fee. Councilman Price seconded the motion, the motion carried.

AYES: Councilmen Price, Kreitler, Savage, and Mayor Williams
NAYS: Councilman McAlister, Councilwoman Albus, and Councilman Hurt

AN ORDINANCE AMENDIG CHAPTER 29, STREETS AND SIDEWALKS, OF THE CODE OF THE CITY OF ABILENE BY ADDING ARTICLE X, STREET MAINTENANCE FEE, AS SET OUT BELOW, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING

10.1 **Resolution:** Nominating individuals to the Board of Directors of the Central Appraisal District of Taylor County 2018-2019.

This item was pulled from the agenda.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, NOMINATING INDIVIDUALS TO THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY FOR TWO YEARS BEGINNING JANUARY 1, 2018

10.2 **Resolution:** Nominating individuals to the Board of Directors of the Jones County Appraisal District for 2018-2019

Dale Spurgin Gerald Rodgers Jim Astin Seaton Higginbotham
Eugene Griffith

Mayor Williams made the motion to nominate the above listed members to the Jones County Appraisal District. Councilman Hurt seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hurt, McAlister, Savage, Councilwoman Albus and Mayor Williams
NAYS: None

Resolution: **#130-2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, NOMINATING INDIVIDUALS TO THE BOARD OF DIRECTORS OF THE JONES COUNTY APPRAISAL DISTRICT FOR TWO YEARS BEGINNING JANUARY 1, 2018

10.3 **Oral Resolution:** Appointing an Interim City Secretary

Mayor Williams made the motion to appoint Assistant City Secretary, Tiffni Hererra, as Interim City Secretary. Councilman Kreitler seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hurt, McAlister, Savage, Councilwoman Albus and Mayor Williams
NAYS: None

There being no further business the meeting was adjourned at 8:08 pm

_____
Tiffni Hererra, TRMC
Interim City Secretary

_____
Anthony Williams
Mayor

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Taurus Freeman, Interim Director of Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2017-18 A request from HIT Ventures LLC, represented by Harley Burnett, Agent CJ Chaney, to rezone two (2) lots from AO (Agricultural Open Space) to GC (General Commercial) located at the northwest corner of Maple St. and S. 27th St.; and setting a public hearing for November 2nd, 2017** ***(Taurus Freeman)***

GENERAL INFORMATION

The applicant is requesting to a rezoning from AO (Agriculture Open Space) to GC (General Commercial) to develop the property with commercial uses.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval of this item by five (5) with none in opposition.

ATTACHMENTS:

Description	Type
Ordinance Cover	Ordinance
Ordinance Exhibit	Ordinance
Staff Report	Backup Material
Z-2017-18 Presentation	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING this 26th day of October, A.D. 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of September, 2017, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 5:30 p.m., on the 9th day of November, 2017 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 9th day of November, A.D. 2017.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to GC (General Commercial).

Legal Description: Tract one (1) A0790 SUR 63 B A L NE/4, TRACT S55 N948.7 W120 E150, and Tract two (2) A0790 SUR 63 B A L NE/4, TRACT S50 N893.7 W120 E150.

Location: Located at the northwest corner of Maple St and S 27th St. 2698 Maple Street and 0 Maple Street

-END-

ZONING CASE Z-2017-18
STAFF REPORT

REQUEST: Rezoning

APPLICANT:
Owner: Hit Ventures LLC
Agent: CJ Chaney, Coldwell Banker

HEARING DATES:
P & Z Commission: October 3, 2017
City Council 1st Reading: October 26, 2017
City Council 2nd Reading: Reading: November 9, 2017

LOCATION:
The subject properties are located at 2698 Maple Street and 0 Maple Street, north of ES 27th Street and west of Maple Street, and is .30 acres +/-

PROPOSAL AND REQUESTED ACTION:
The applicant's request is to develop the property with commercial uses. They are requesting the rezoning from AO (Agriculture Open Space) to GC (General Commercial) as the zoning, in order to build and plat a new commercial property.

DEVELOPMENT STANDARDS:

The following sections of the City of Abilene Land Development Code apply to the rezoning request:

- Chapter 4. Article 2. Division 1: Development Standards

APPLICATION REVIEW:

According to Section 1.4.1.4, Criteria for Approval, in the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The Future Land Use section of the Comprehensive Plan designates this general area as 'Local Community Center.' The (Agriculture Open Space) AO zoning is typically designated as a "holding zoning," until an applicant desires to rezone to a compatible zoning classification with the adjacent zoning districts.

Many of the properties had single-family homes constructed prior to being annexed into the City Limits in 1963. The intersection of Maple Street (designated "arterial" road) with ES 27th Street (designated "arterial" road) on the Master Thoroughfare Plan, and is generally a node that would be suited for commercial type development.

There have been multiple General Commercial and Heavy Commercial rezonings approved in the immediate vicinity since 2000, and many of the properties have been developed with commercial uses.

Furthermore, the Master Thoroughfare Plan designates the intersection of ES 27th Street and Maple Street as a 'Local Community Center' and is considered a node for commercial/retail development.

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

	Zoning	Existing Land Use
North	AO	Single-Family Residences
South	AO/GC	Vacant/Commercial Businesses
East	GC	Self-Storage Facility
West	AO	Single Family Residences

The general commercial uses permitted by the proposed change would be appropriate in the immediate area of the land to be reclassified due to surrounding land uses and the previously approved rezonings in the area.

The property was annexed in 1963 and has remained vacant since. Most of the surrounding area is developed with a mix of single-family, agricultural open space, and commercial uses to the east and south.

(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; and

In Staff's opinion, the proposed General Commercial development would be in accordance with the Future Land Use Plan of the City of Abilene. Additionally, Staff feels that the proposed General Commercial use of the property would not have any negative impacts on the surrounding public schools, streets, water supply, sanitary sewers, and other public services and utilities.

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

Upon review, the proposed rezoning and the proposed development would not negatively affect the public health, safety, morals, or general welfare of the surrounding residents based on the surrounding commercial uses, the 'commercial node' created by the intersection of 2, designated 'arterial' streets , and the City's Future Land Use Plan.

STAFF COMMENTS:

The applicant's request is to rezone property from AO (Agricultural Open Space) to GC (General Commercial), in order to provide more commercial land uses along ES 27th Street.

Currently the property is undeveloped. The adjacent properties have AO zonings to the west and north, with GC, HC and AO to the southeast and east.

Additionally, the properties requesting rezoning as well as many of the adjacent properties zoned AO (Agricultural Open Space), are considered 'substandard in size' for the AO zoning classification. The minimum lot size in AO is 5 acres. Most of the surrounding AO zoned properties are less than one (1) acre in size a rezoning would be necessary for any type of redevelopment.

Staff feels that the rezoning request is in line with previously approved rezoning requests, the Future Land Use section of the Comprehensive Plan, and the Master Thoroughfare Plan.

STAFF RECOMMENDATION:

Staff recommends approval of the request.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this request by a vote of five (5) with none in opposition at their October 3, 2017 meeting.

NOTIFICATION:

The Planning Services Division sent, with certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

OWNER	SITUS	RESPONSE
CANO RICHARD	2691 MAPLE ST	
CASEY DONNY RAY	225 HAMILTON ST	
CORNWELL PRISCILLA	2691 CHINA ST	
DICK L D	2697 CHINA ST	
GONZALES RUBEN IND EX ET AL	2682 MAPLE ST	
HIT VENTURES LLC	2698 MAPLE ST	
HIT VENTURES LLC		
KSJR TRUST	2683 MAPLE ST	
KSJR TRUST		
NICHOLS KENNETH R	225 ES 27TH ST	
POLASEK HOUSTON G	3210 MAPLE ST	
PRYOR JOY ANGELINE LF EST	400 S 27TH ST	
STEWART CARL HENRY	2690 MAPLE ST	
TORREZ CASIMIRO JR	2686 MAPLE ST	
WILLIS MICHAEL S	2679 CHINA ST	

ATTACHMENTS:

- Application
- Zoning Map
- Aerial Map
- Thoroughfare Map
- Notification Map
- Parcel Photographs

Z-2017-17

Development Application

CITY OF ABILENE

Planning

- ☐ Conditional Use
- ☐ Special Exceptions
- ■ Rezoning
- ☐ Variance
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment
- ☐ Easement Release
- ☐ Historic Certification of Appropriateness
- ☐ Historic Project Tax Reduction

Relief Procedures

- ☐ Petition for Relief
- ☐ Proportionality Appeal
- ☐ Vested Rights Petition
- ☐ Appeal

Other: _____

Project Name: 2698 Maple Zoning Change

Address: 2698 Maple No. of lots: 2 Acreage: _____

Legal Description: A0790 SUR 63 B A L NE/4, TRACT S50 N893.7 W120 E 150; A0790 SUR 63 B A L NE/4, TRACT S55 N 948.7 W120 E150

Subdivision Name: _____ Block: _____ Lot: _____

Current Zoning: AO Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: HIT VENTURES LLC

Address: PO Box 6006

City, State, Zip: Abilene, TX 79608 Fax: _____

Phone: 325-829-5160 Email: harleyburnett@gmail.com

Agent Name: CJ Chaney, Coldwell Banker Commercial - Panian & Mash, REALTORS

Address: 2500 S Willis St., Ste. 300

City, State, Zip: Abilene, TX 79605 Fax: 325-691-3087

Phone: 325-725-6641 Email: cj.chaney@coldwellbanker.com

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

Signature Owner: Harley Burnett Date: 8-7-17

FOR OFFICE USE ONLY

Received: JP	Fee: $ 1,500.00	Receipt No.: 2028345
Case No.: Z-2017-17		Reviewed By: ZR

Development Application

CITY OF ABILENE

ZONING IMPACT ANALYSIS

Please answer these questions in order to assist Staff with the processing of your Zoning request.

1. If 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, please explain, if yes.

Yes, At the center of an area Marked as "Local Community Center"

2. Is the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified? If so, please explain.

Yes. There are residential tracts that are zoned AO nearby. However, there is an Alley to the West and ample space to the North to provide a buffer. Across Maple to the East the property (Residential Home & storage units is zoned GC) within 1 mile there is another GC zoning and a HC zoning. (South East)

3. Is 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? If yes, please explain.

4. Are there other factors which will substantially affect the public health, safety, morals, or general welfare? If no, please explain.

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Harley Barnett DATE: 8-15-17

(Revised: 06.01.10)
(Fees: 10.01.08)

THE STATE OF TEXAS)
)
COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint , my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment)* concerning such property and (2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this 15th day of August, 2017

MERLE VANDIVER
Notary Public, State of Texas
NOTARY ID # 131058629
My Commission Exp 03-24-21

Merle Vandiver
Notary Public

*(cross out the inapplicable phrase)

Zoning Map

N
W E
S

Legend

Case

Z-2017-17

Zoning Districts

- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- GC: General Commercial

Parcels

- Parcels

CITY OF ABILENE

Planning & Development SERVICES

Aerial Map

N
W E
S

Legend

Case

Z-2017-17

CITY OF ABILENE

Planning & Development SERVICES

Aerial Map

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W E
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Legend

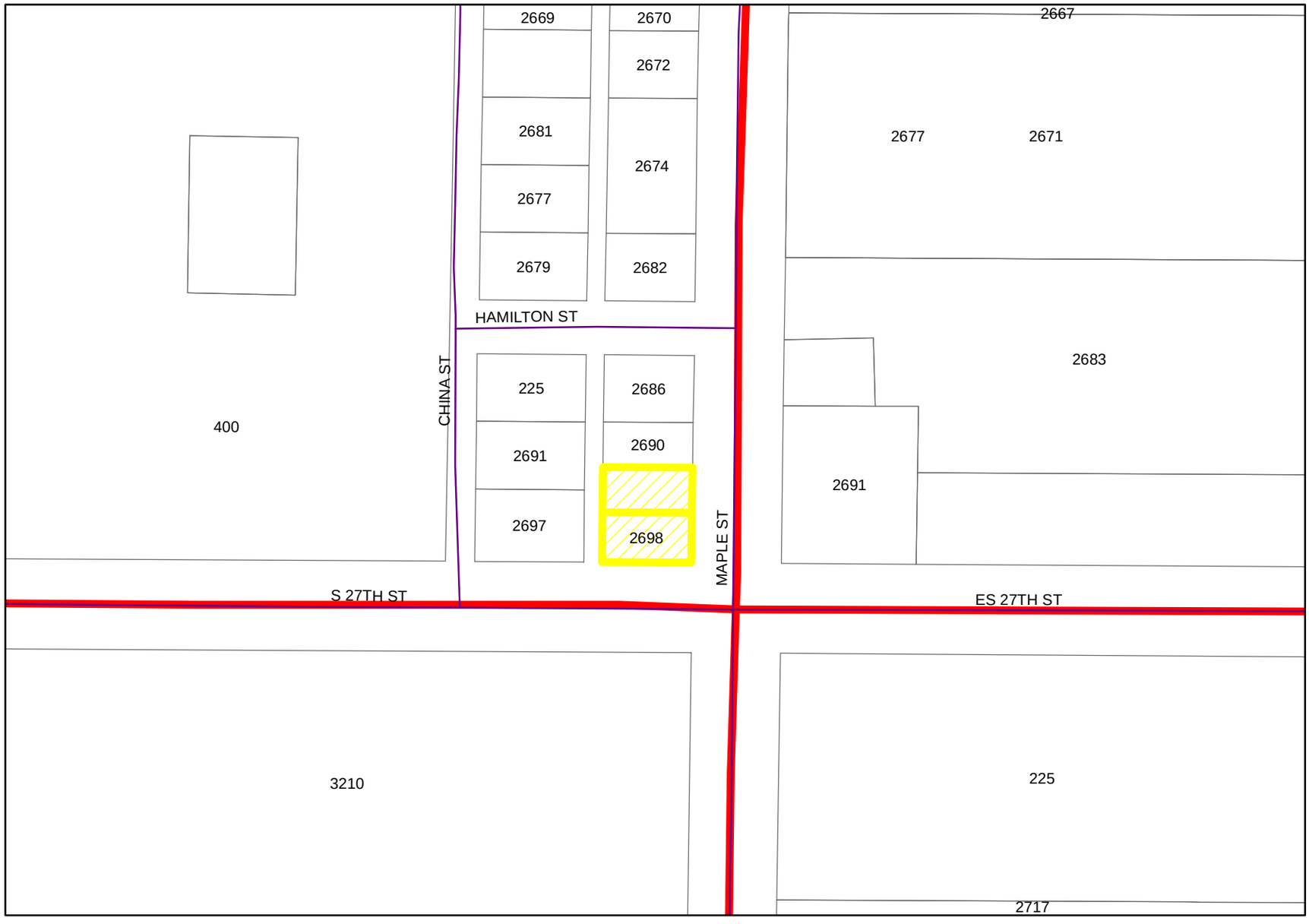
Case

Z-2017-17

CITY OF ABILENE

Planning & Development SERVICES

Thoroughfare Map



Legend

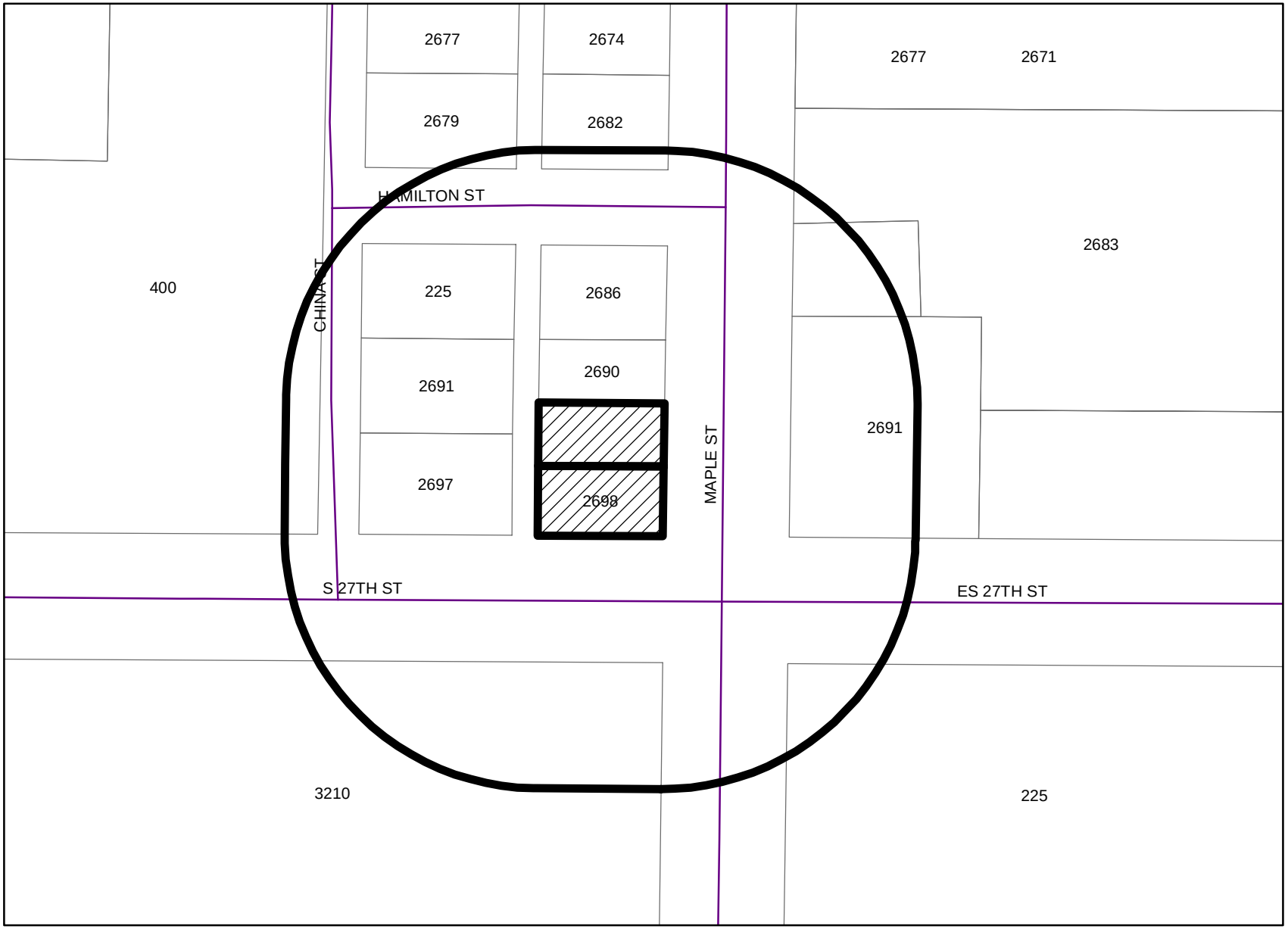
- Roads
- Arterial

Case

- Z-2017-17

CITY OF ABILENE

Planning & Development SERVICES



Notification Map

N
W E
S

Legend

Parcels_02032017_Buffer17

Case

Z-2017-17

CITY OF ABILENE

Planning & Development SERVICES

ZONING CASE Z-2017-18
SITE PHOTOS

Northeast view at intersection of ES 27th St and Maple St.

North view

South view from Hamilton St

Southeast view

West view of property

Southwest view across ES 27th St.

Northwest view of the intersection of ES 27th St. and Maple St.

Owners: Owner: Hit Ventures LLC
Agent: CJ Chaney, Coldwell Banker

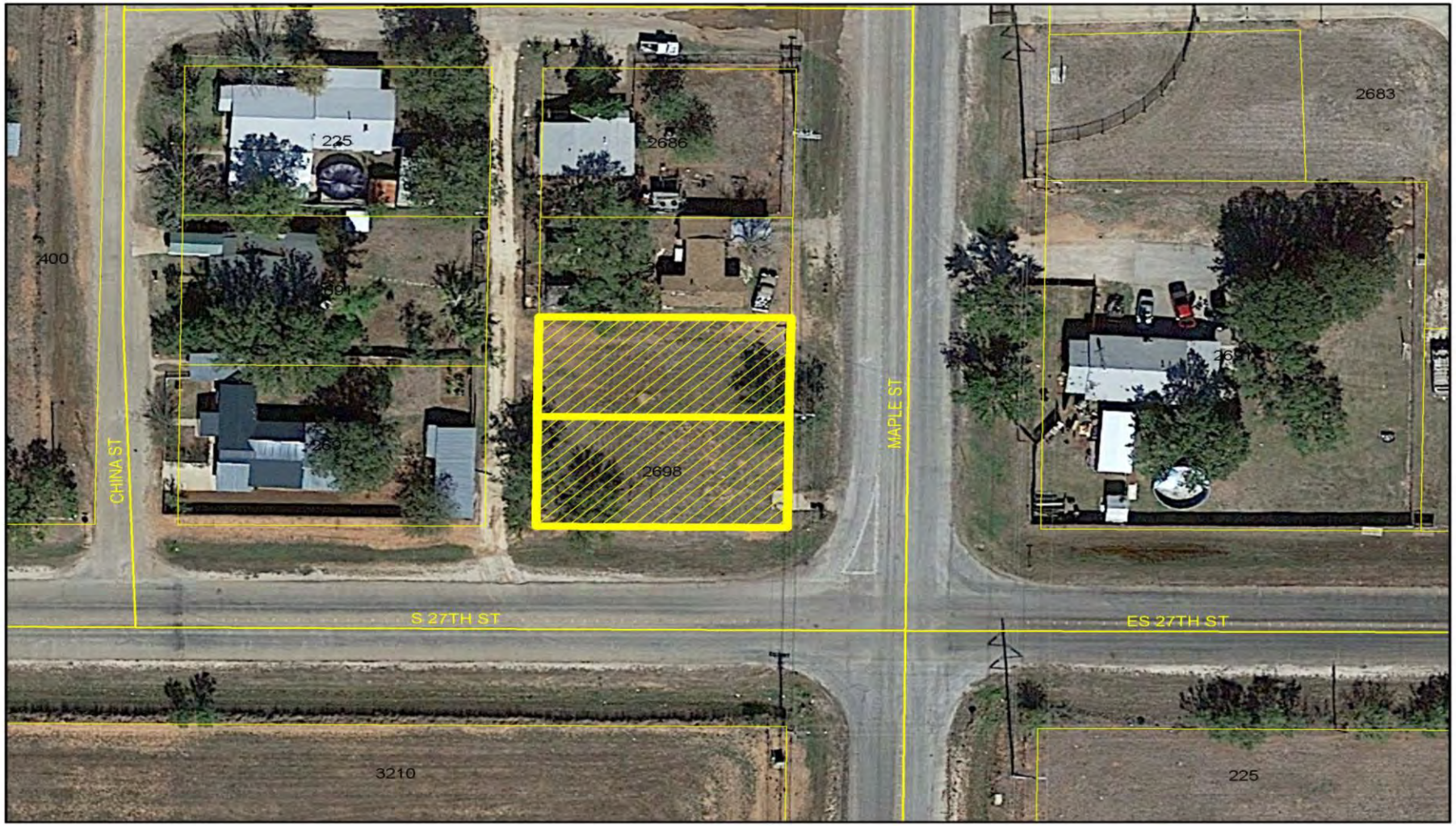
Request: Rezone from AO to GC

Location: 698 Maple Street and 0 Maple Street, north of ES 27th Street and west of Maple Street, and is .30 acres +/-

Notification: 0 in favor, 0 opposed

Staff Recommendation: Approval of AO to GC
PZC Recommendation: Approval of AO to GC

Z-2017-18 AERIAL IMAGERY



Aerial Map

N
W E
S

Legend

Case

Z-2017-18

Z-2017-18 ZONING MAP

Zoning Map

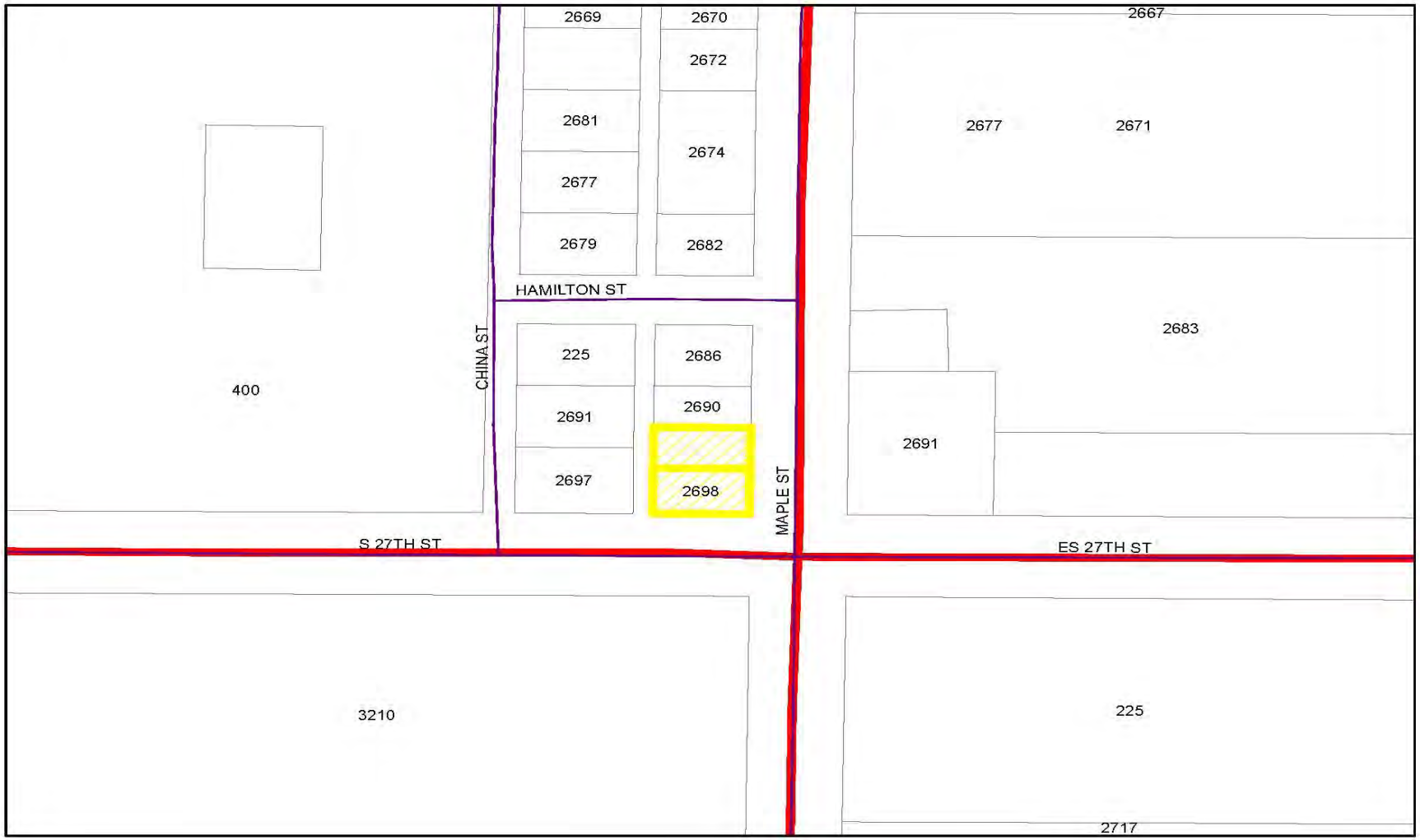
N
W E
S

Case
Z-2017-18

Zoning Districts
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- GC: General Commercial

Parcels
- Parcels

Z-2017-18 THOROUGHFARE MAP



Thoroughfare Map

N
W E
S

Legend

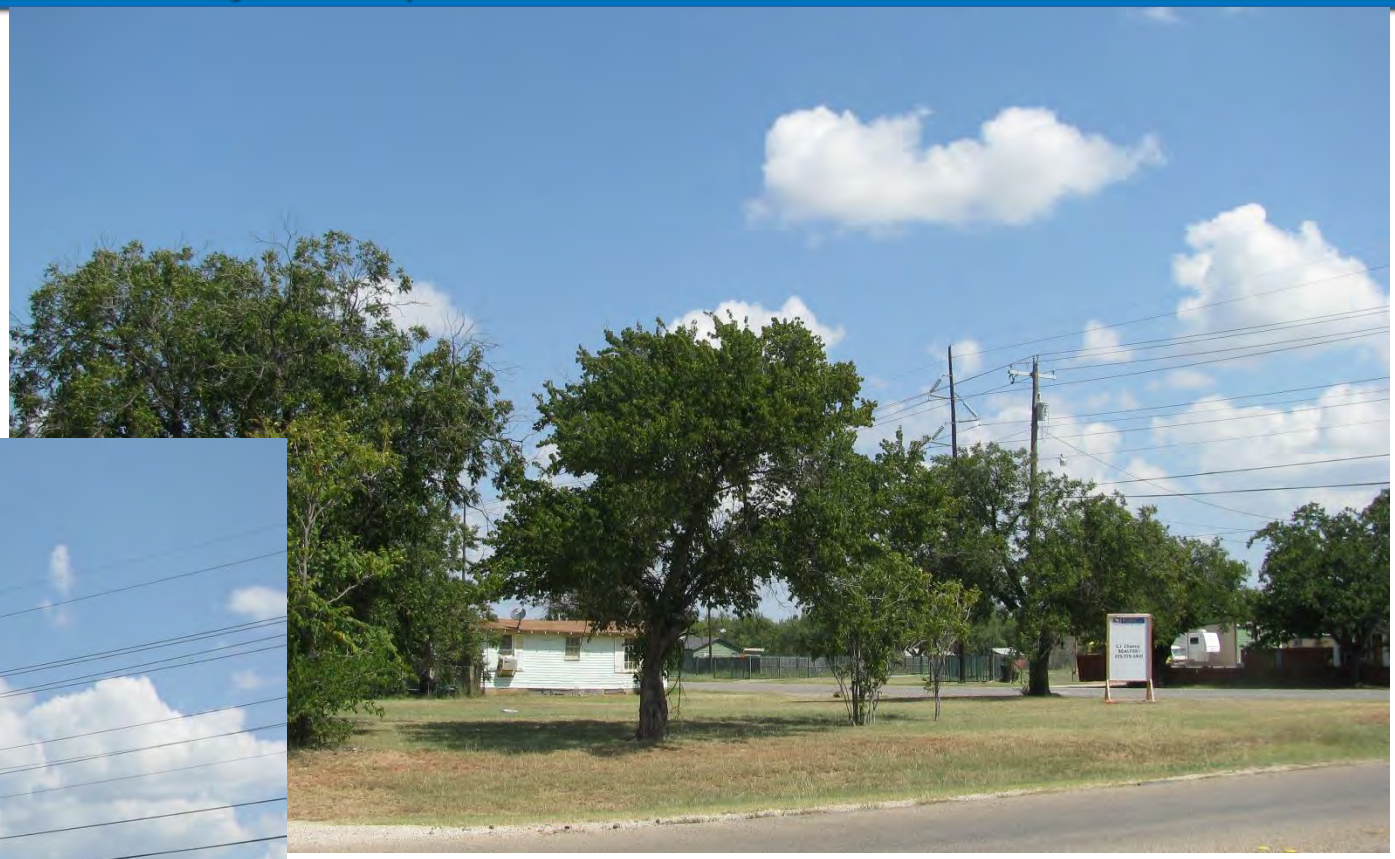
Roads
Arterial

Case

Z-2017-18

Z-2017-18 View of Subject Properties

West end View to the Northeast



Z-2017-18 North View of Subject Properties

Z-2017-18 South View of Subject Properties

Z-2017-18 Views of Surrounding Properties

View to east along ES 27th St

View to Northwest across ES 27th St

Z-2017-18 West View of Surrounding Properties

Permitted Uses in AO Zoning

RESIDENTAL 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	Day Care Operation – Home-Based
P	Dwelling – Accessory
TP	Field Office or Construction Office (temporary)
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)

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

LEGEND

P - Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 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

Existing Uses in GC Zoning

RESIDENTAL 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

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, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
C	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

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)

LEGEND

P - Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 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

Development Standards: AO and GC Districts

Development Standard	AO	GC
Min. Lot Size	5 acres	6,000 s.f.
Street Setback	25 feet	30 feet
Rear Yard Setback	40 feet	25 feet
Side Yard Setback	25 feet	30 feet
Max. Building Coverage	15% of lot	50% of lot

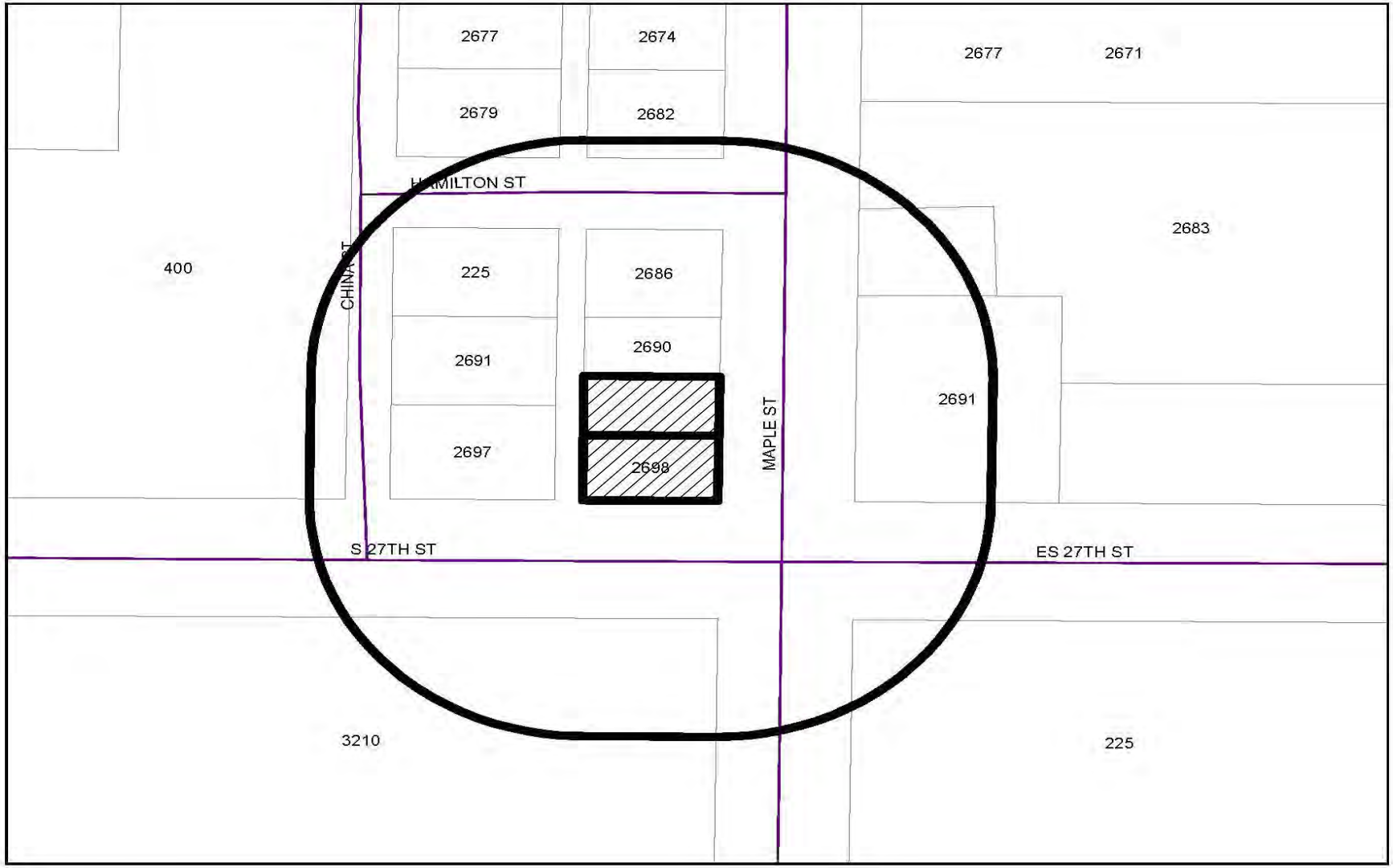
Application Review

- The Future Land Use section of the Comprehensive Plan designates this general area as 'Local Community Center.'
- The (Agriculture Open Space) AO zoning is typically designated as a "holding zoning,"
- Many of the properties had single-family homes constructed prior to being annexed into the City Limits in 1963.
- The intersection of Maple Street (designated "arterial" road) with ES 27th Street (designated "arterial" road) on the Master Thoroughfare Plan, and is generally a node that would be suited for commercial type development.
- There have been multiple General Commercial and Heavy Commercial rezonings approved in the immediate vicinity since 2000, and many of the properties have been developed with commercial uses.
- Furthermore, the Master Thoroughfare Plan designates the intersection of ES 27th Street and Maple Street as a 'Local Community Center' and is considered a node for commercial/retail development.

Application Review

- Currently the property is undeveloped. The adjacent properties have AO zonings to the west and north, with GC, HC and AO to the southeast and east.
- Additionally, the properties requesting rezoning as well as many of the adjacent properties zoned AO
- (Agricultural Open Space), are considered ‘substandard in size’ for the AO zoning classification. The minimum lot size in AO is 5 acres. Most of the surrounding AO zoned properties are less than one (1) acre in size a rezoning would be necessary for any type of redevelopment.
- Staff feels that the rezoning request is in line with previously approved rezoning requests, the Future Land Use section of the Comprehensive Plan, and the Master Thoroughfare Plan.

Z-2017-18 Notification Map



Notification Map

Legend

200-foot Buffer

Case

Z-2017-18

0 in Favor -	Y
0 Opposed -	N

Recommendation

- Rezoning of properties from AO to GC is consistent with the Comprehensive Plan and compatible with surrounding zoning and uses.
- Staff recommends approval.
- Planning & Zoning Commission recommends approval (Oct. 26, 2017 meeting).

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Taurus Freeman, Interim Director of Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2017-19 A request from Charles Coody, agent eHT, to enlarge the boundary of Planned Development District located at 1510 E. Industrial Boulevard, and amending Planned Development District Number 70), to allow PH (Patio Homes), and to amend other specific regulations. Located at 1510 E. Industrial Boulevard and the 1500 Block of the north side of E. Industrial Boulevard; and setting a public hearing for November 2nd, 2017.** ***(Taurus Freeman)***

GENERAL INFORMATION

The applicant is requesting to enlarge the boundary of Planned Development District Number 70 (PD 70) to include all of a certain 9.55- acre tract described as A0800 SUR 61 B A L SW/4, and furthermore to allow patio homes with modifications to the lot size minimums, sidewalk requirements, and setbacks within the PD70 on 11.57 acres of land within the proposed, enlarged boundaries of PD70, that include a portion of the 96.92 acres described as LYTLE CREEK GOLF LINKS LLC SUBD, BLOCK 1, LOT 1.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval of this item by a vote of five (5) with none in opposition.

ATTACHMENTS:

Description	Type
Ordinance Cover	Ordinance

Ordinance Exhibit	Ordinance
Staff Report	Backup Material
Z-2017-19 ppt	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING this 26th day of October, A.D. 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of September, 2017, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 5:30 p.m., on the 9th day of November, 2017 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS day of November, A.D. 2017.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

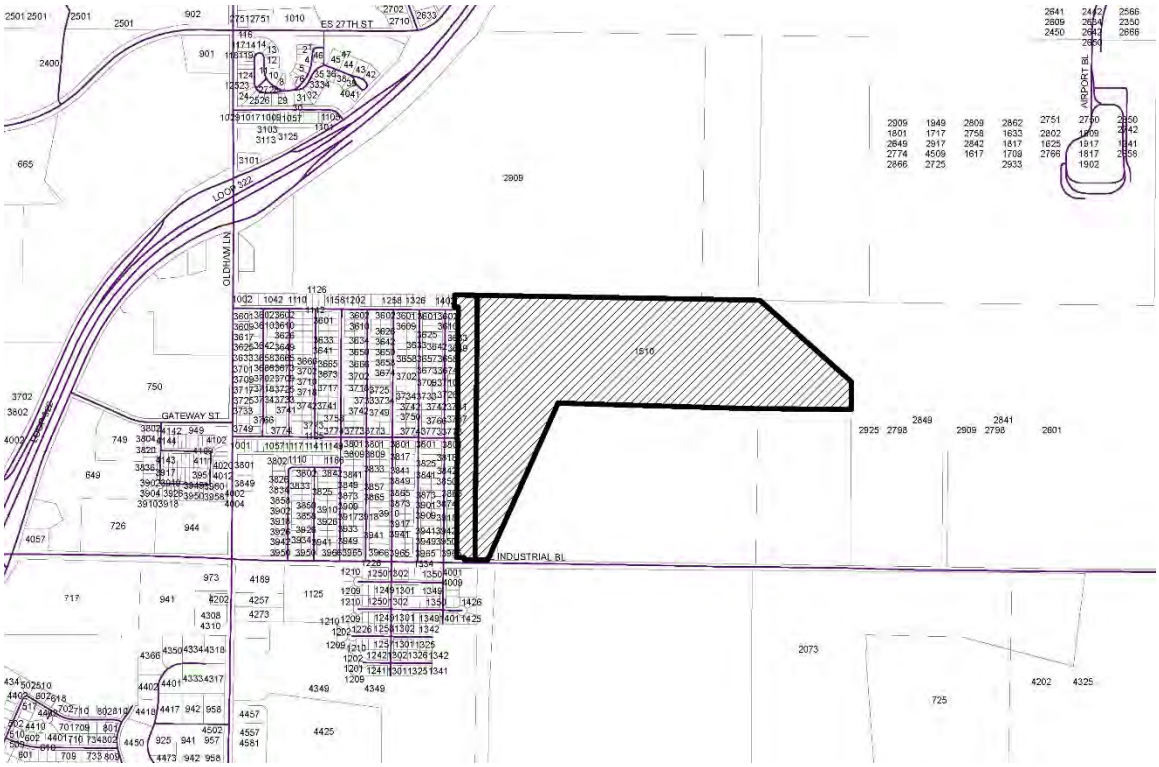
_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Request to enlarge the boundary of Planned Development District Number 70 (PD-70) to include all of a certain 11.57-acres of land out of the Southwest Quarter of Section 61, Blind Asylum Lands, Taylor County, Texas, and Lot 1, Block A, LYTLE CREEK GOLF LINKS LLC SUBDIVISION, Located at 1510 E. Industrial Boulevard, and amending Planned Development District Number 70, north of East Industrial Boulevard (the grounds of Diamondback Golf Course) to allow PH (Patio Homes), and to amend other specific regulations.

Legal Description: The legal description for the property is set out in Exhibit "B", Page 2 and3, attached hereto.



Location: Located at 1510 E. Industrial Boulevard and the 1500 Block of the north side of E. Industrial Boulevard.

-END

FIELD NOTES
FOR
11.57 ACRES
OUT OF
THE SOUTHWEST QUARTER OF
SECTION 61, BLIND ASYLUM LANDS
TAYLOR COUNTY, TEXAS

BEING 11.57 acres of land out of the Southwest Quarter of Section 61, Blind Asylum Lands, Taylor County, Texas conveyed to Kickapoo Land Company as described in Volume 3079, Page 594, Official Public Records of Taylor County, Texas. Said 11.57 acres being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Tract 1 as described in the aforesaid Volume 3079, Page 594 for the southeast corner of this tract;

THENCE North 88 degrees 39 minutes 02 seconds West for a distance of 186.95 feet to the southwest corner of Tract Two as described in the aforesaid Volume 3079, Page 594, the southeast corner of Section 6, Lytle Shores South Addition as shown on plat filed in Plat Cabinet 1, Slide 373, Plat Records of Taylor County, Texas and for the southwest corner of this tract;

THENCE North 00 degrees 57 minutes 23 seconds East with the east line of the aforesaid Section 6 and the east line of Section 4, Lytle Shores South Addition as shown on plat filed in Plat Cabinet 1, Slide 288, Plat Records of Taylor County, Texas for a distance of 2559.29 feet to the southernmost northwest corner of the aforesaid Tract Two;

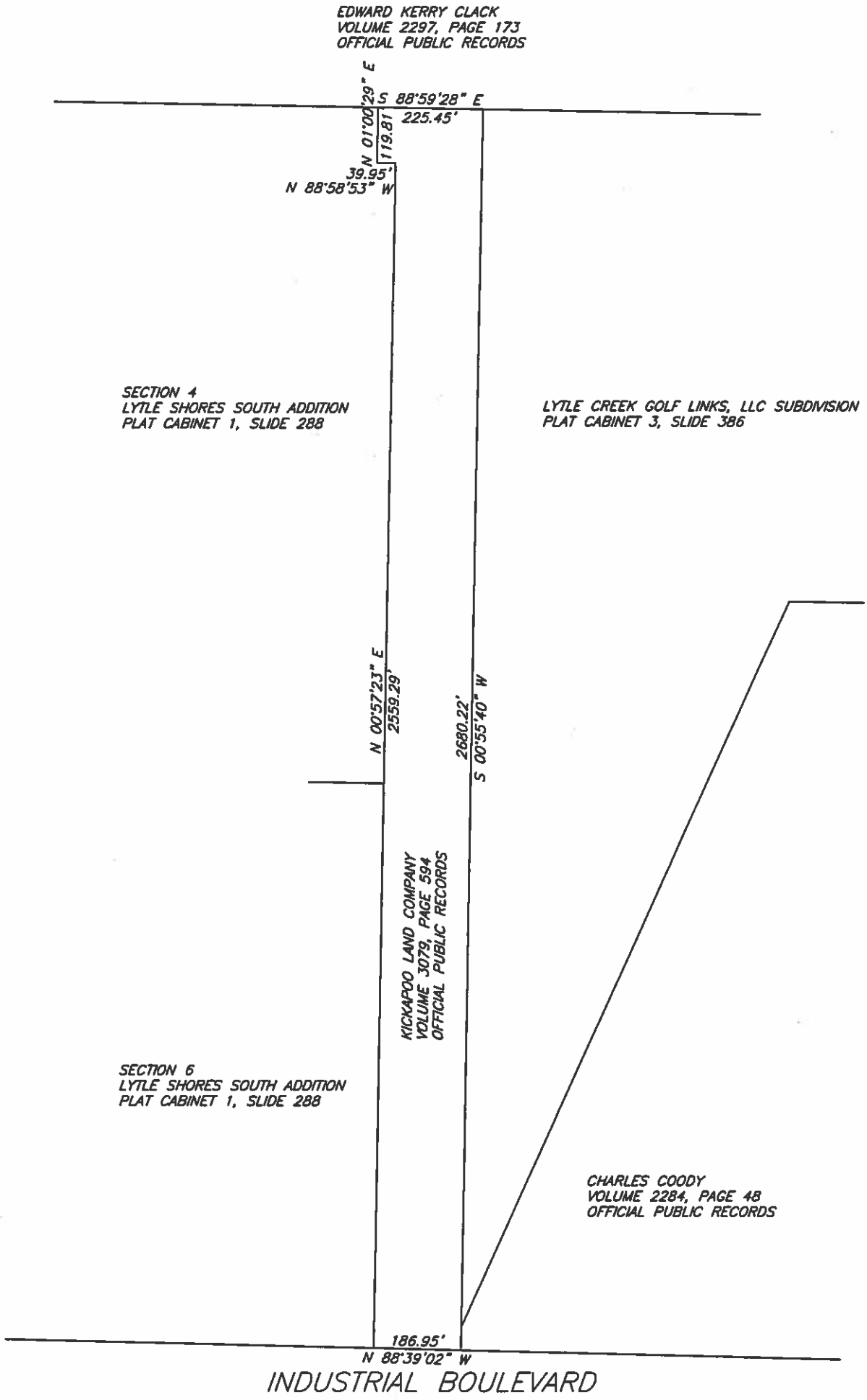
THENCE North 88 degrees 58 minutes 53 seconds West for a distance of 39.95 feet to the southwest corner of Lot 18, Block B, Section 4, Lytle Shores South Addition and a corner of this tract;

THENCE North 01 degrees 00 minutes 29 seconds East for a distance of 119.81 feet to the northwest corner of the aforesaid Lot 18, the northwest corner of the aforesaid Tract Two and the northwest corner of this tract;

THENCE South 88 degrees 59 minutes 28 seconds East along the south line of that certain tract conveyed to Edward Kerry Clack as described in Volume 2297, Page 173, Official Public Records of Taylor County, Texas for a distance of 225.45 feet to the northwest corner of Lytle Creek Golf Links, LLC Subdivision as shown on plat filed in Plat Cabinet 3, Slide 386, Plat Records of Taylor County, Texas, for the northeast corner of the aforesaid Tract 1 and of this tract;

THENCE South 00 degrees 55 minutes 40 seconds West for a distance of 2680.22 feet to the point of beginning and containing an area of 11.57 acres of land.

This document does not reflect the results of an on the ground survey, and is to be used for zoning purposes only.


EDWARD KERRY CLACK
VOLUME 2297, PAGE 173
OFFICIAL PUBLIC RECORDS
N 01°00'29" E
119.81'
S 88°59'28" E
225.45'
39.95'
N 88°58'53" W
SECTION 4
LYTLE SHORES SOUTH ADDITION
PLAT CABINET 1, SLIDE 288
LYTLE CREEK GOLF LINKS, LLC SUBDIVISION
PLAT CABINET 3, SLIDE 386
N 00°57'23" E
2559.29'
2680.22'
S 00°55'40" W
KICKAPOO LAND COMPANY
VOLUME 3079, PAGE 594
OFFICIAL PUBLIC RECORDS
SECTION 6
LYTLE SHORES SOUTH ADDITION
PLAT CABINET 1, SLIDE 288
CHARLES COODY
VOLUME 2284, PAGE 48
OFFICIAL PUBLIC RECORDS
186.95'
N 88°39'02" W
INDUSTRIAL BOULEVARD

ZONING CASE Z-2017-19
STAFF REPORT

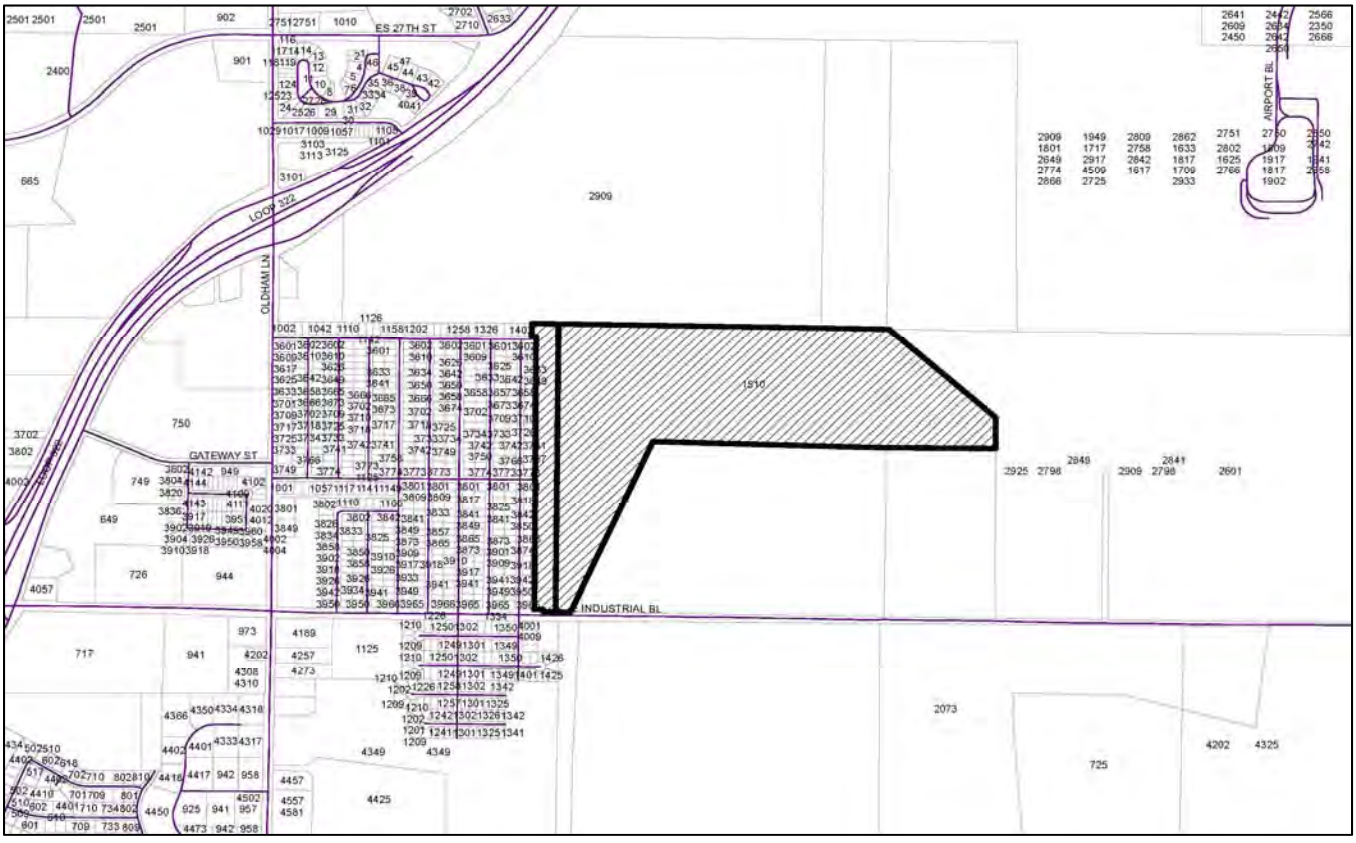
REQUEST: Rezoning

APPLICANT:
Owner: Charles Coody
Agent: eHT

HEARING DATES:
P & Z Commission: October 3, 2017
City Council 1st Reading: October 26, 2017
City Council 2nd Reading: November 9, 2017

LOCATION:
The subject properties are located at 1510 E. Industrial Boulevard and 0 E. Industrial BLVD, north of Industrial Boulevard and east of Lytle Shores, Section 6 Subdivision. Legal Descriptions being ACRES 9.55, A0800 SUR 61 B A L SW/4, and LYTLE CREEK GOLF LINKS LLC SUBD, BLOCK 1, LOT 1, and is 97 +/- acres.

REQUESTED ACTION:
To enlarge the boundary of Planned Development District Number 70 (PD 70) to include all of a certain 9.55-acre tract described as A0800 SUR 61 B A L SW/4, and furthermore to allow patio homes with modifications to the lot size minimums, sidewalk requirements, and setbacks within the PD70 on 11.57 acres of land within the proposed, enlarged boundaries of PD70, that include a portion of the 96.92 acres described as LYTLE CREEK GOLF LINKS LLC SUBD, BLOCK 1, LOT 1.



DEVELOPMENT STANDARDS:

The following sections of the City of Abilene Land Development Code apply to the rezoning request:

- Chapter 4. Article 2. Division 1: Development Standards

APPLICATION REVIEW:

According to Section 1.4.1.4, Criteria for Approval, in the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

Comprehensive Planning Analysis

This is in proximity to a Major Commercial Business Center as identified in the Comprehensive Plan. Although a specific study for this Center has not been completed, the area includes the airport, major commercially zoned nodes, Loop 322 and the Diamondback Golf Course. A PDD amendment is being proposed for this project to provide for desired urban design features while also allowing the desired patio home use. The applicant and planning staff are in agreement on the provisions of the PDD ordinance.

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

	Zoning	Existing Land Use
North	PD2	Abilene Regional Airport
South	RS-6/AO	Single-Family Residences/Vacant
East	PD2	Abilene Regional Airport
West	RS-6	Single Family Residences

(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; and

Staff feels that the proposed Patio Home development would be in accordance with the Future Land Use Plan of the City of Abilene. Additionally, Staff feels that the proposed Patio Home use of the property and proposed PD 70 amendments, would not have any negative impacts on the surrounding public schools, streets, water supply, sanitary sewers, and other public services and utilities.

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

Staff has not identified any other factors in regards to the proposed rezoning and future development that will substantially affect the public health, safety, morals, or general welfare.

STAFF COMMENTS:

The applicant, the Charles Coody, is seeking to rezone a 9.55-acre tract described as A0800 SUR 61 B A L SW/4, Taylor County, Texas, located immediately adjacent to Diamondback Golf Course, west and south of the City of Abilene Regional Airport property, east of Lytle Shores Subdivision, Section 6, and north of E. Industrial Boulevard.

The applicant's request is to rezone the parcel from AO (Agricultural Open Space) to PD 70 (Planned Development 70/Diamondback Golf Course) and to amend PD 70 to allow for Patio Homes as permitted uses, on 11.57 acres within PD 70. Additionally, the applicant requesting the following amendments to PD 70, in regards to the proposed 11.57 acre Patio Home development with the following development standards:

- Minimum 50-feet wide lots (40' minimum per PH zoning)
- Minimum 85-feet depth lots (100' minimum per PH zoning)
- Minimum 5-feet interior side setbacks (0-foot minimum, total of 10-foot minimum (both sides) per PH zoning)
- Private Street – Diamondback Drive
- Allowance for required sidewalks to be placed at the back of curb, in accordance with the approved design standards (per the Public Works Department)

The eastern most portion of the subject property along Industrial Boulevard was annexed in 1969, the majority of the property was annexed in 1980. The existing 96.92 tract was rezoned to PDD-70 in 1999. PDD-70 is the Planned Development District that includes Diamondback Golf Course and is adjacent to Abilene Regional Airport. The proposed development would not encroach into any area needed for aviation safety, and a Patio Home Subdivision, associated with the golf course, is the proposed use.

There are multiple homes located in the area at a very low density. The Abilene Regional Airport surrounds the property on the north and east sides. The other nearby uses are the Diamondback Golf Course and associated accessory uses. Therefore, it is staff's opinion that the proposed use is appropriate for the area.

Upon review, this location provides good access to transportation (located on an 'arterial' roadway), and adjacent to the intersection of two (2) major thoroughfares, for future residents and will be associated with and utilize the Diamondback Golf Course facility as proposed by the applicant.

STAFF RECOMMENDATION:
Staff recommends approval of the requested rezoning to enlarge the boundary of Planned Development District Number 70 (PD 70) and approval of the rezoning amendments to PD 70 to allow patio homes as permitted uses with modifications to the lot size minimums, sidewalk requirements, and setbacks. Additionally, that the 11.57 acres be developed in accordance with the preliminary Site Plan submitted by the applicant.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this request by a vote of five (5) with none in opposition at their October 3, 2017 meeting.

NOTIFICATION:
The Planning Services Division sent, with certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

OWNER	SITUS	RESPONSE
ALLEN PEARLINE	3910 GEORGETOWN DR	
ANDERSON ELIJAH & ALISA	3926 GEORGETOWN DR	
ANDERSON VALERIE	3741 GEORGETOWN DR	
APPLETON STACY L	3933 GEORGETOWN DR	
ASHLOCK AARON A	3666 GEORGETOWN DR	
BARRERA ELIAZAR & ALICIA	3701 GEORGETOWN DR	Opposed
BINGHAM BOBBY E	3757 GEORGETOWN DR	
BONILLA ERIC A	3966 GEORGETOWN DR	
BRANTNER MARK A	3742 GEORGETOWN DR	
BROYLES RONNIE F	3918 GEORGETOWN DR	
CASON CATHERINE LOUISE	3673 GEORGETOWN DR	

CASTANON RICHARD	3834 GEORGETOWN DR	
CITY OF ABILENE	2849 AIRPORT BL	
CITY OF ABILENE	2841 AIRPORT BL	
CITY OF ABILENE	2601 AIRPORT BL	
CITY OF ABILENE	2798 A E INDUSTRIAL BL	
CITY OF ABILENE	2909 LANCE DR	
CITY OF ABILENE	2798 E INDUSTRIAL BL	
CITY OF ABILENE	2925 LANCE DR	
CLACK EDWARD KERRY	2909 LOOP 322	
COCHRAN JOSHUA H & KIMBERLY J	3874 GEORGETOWN DR	
Confidential Owner	3810 GEORGETOWN DR	
CONNER ROBIN L	3725 GEORGETOWN DR	
CUTBIRTH MARILYN HARLEAN	3818 GEORGETOWN DR	
DALZELL DAVID E	3601 GEORGETOWN DR	
DAVIS LIVING TRUST	3949 GEORGETOWN DR	
DAVIS LIVING TRUST	3902 GEORGETOWN DR	
DAVIS LIVING TRUST	3718 GEORGETOWN DR	
DAVIS RUSTY L & VADA R	3817 GEORGETOWN DR	
DEARING CODY	3957 GEORGETOWN DR	
ENGLAND ASHLEY M	3750 GEORGETOWN DR	
FALKNER SHARON D	3849 GEORGETOWN DR	
FERRILL HELGA	3609 GEORGETOWN DR	
FESTEJO U JOY	3626 GEORGETOWN DR	
FRENCH GARY DEAN	3773 GEORGETOWN DR	
FRYMAN WILLIAM	3650 GEORGETOWN DR	
GARRISON STEPHEN & ALICIA	3865 GEORGETOWN DR	
GEORGE DARRIN A	4001 GEORGETOWN DR	
GUIDERA WILLIAM N &	3774 GEORGETOWN DR	
GUTIERREZ ANGELA M & BIERA JON C	3717 GEORGETOWN DR	
GUTIERREZ JESSE & CHERYL	3766 GEORGETOWN DR	
HALSEY RONALD L	3901 GEORGETOWN DR	
HAYNES BLAKE & ANDREA RACHEL	3618 GEORGETOWN DR	
HERMAN AMBER	3841 GEORGETOWN DR	
HILT STUART H & PRISCILLA	1358 BAYLOR DR	
HILT STUART H & PRISCILLA	3633 GEORGETOWN DR	
HSU HERN O HELEN	3958 GEORGETOWN DR	
HUGHES MILFORD L &	3758 GEORGETOWN DR	
HUNTER TREY	3734 GEORGETOWN DR	
JOHNSON STACYE	3934 GEORGETOWN DR	
KATNER KRIS M	3702 GEORGETOWN DR	Opposed
KELLEY TIMOTHY & SHERRY	3726 GEORGETOWN DR	In Favor
KELLEY TIMOTHY D	3709 GEORGETOWN DR	In Favor
KELLEY TIMOTHY D &	3710 GEORGETOWN DR	In Favor
KICKAPOO LAND CO		
KING MARY RUTH	3809 GEORGETOWN DR	
LOCKWOOD MATTHEW E	3825 GEORGETOWN DR	
LYTLE CREEK GOLF LINKS LLC		
LYTLE CREEK GOLF LINKS LLC		
LYTLE CREEK GOLF LINKS LLC		
LYTLE CREEK GOLF LINKS LLC	1510 E INDUSTRIAL BL	
LYTLE LAKE WATER DISTRICT		

LYTLE LAKE WATER DISTRICT		
MAJESTY HOMES LLC	3665 GEORGETOWN DR	
MASSEY EVELYN L	3610 GEORGETOWN DR	
MC DONALD GARY D & LORI L	3826 GEORGETOWN DR	
MC KINNEY TANIA	3802 GEORGETOWN DR	
MEDINA MICHAEL	3850 GEORGETOWN DR	
MOON JESSE MARVIN M JR	3625 GEORGETOWN DR	
MULLINS PHILLIP	3950 GEORGETOWN DR	
PAR VENTURE HOLDINGS LLC PROJECT SERIES 3873	3873 GEORGETOWN DR	
PERRY W CRAIG	3842 GEORGETOWN DR	
PHILLIPS DAVID	3649 GEORGETOWN DR	
POWERS GEOFFREY SCOTT	3917 GEORGETOWN DR	
PUESCHEL MONTY R	3602 GEORGETOWN DR	
RANDALL JEFFREY AUSTIN	3857 GEORGETOWN DR	Opposed
REED JAMES C & DEANNA L	3641 GEORGETOWN DR	
REYNOLDS JAMES EDWARD	3909 GEORGETOWN DR	
RICHARDSON SHERYL LEANNE	3942 GEORGETOWN DR	
ROSS TOMMY & DAYNA	3801 GEORGETOWN DR	
SCHNEIDER KYLE C	4009 GEORGETOWN DR	
SCHOPPMAN BILLIE A &	1350 PRINCETON ST	
SENTER SHAY	3642 GEORGETOWN DR	
SERENBETZ REVOCABLE TRUST		
SERENBETZ REVOCABLE TRUST		
SMITH KENNETH	3941 GEORGETOWN DR	
SQUYRES ANDREW & CHELSEA	3965 GEORGETOWN DR	Opposed
STONEHENGE INVESTMENTS LLC	3925 GEORGETOWN DR	
STONEHENGE INVESTMENTS LLC	3634 GEORGETOWN DR	
STONEHENGE INVESTMENTS LLC	3657 GEORGETOWN DR	
STRONA MARK J & TAYLOR S	3617 GEORGETOWN DR	
TARDIFF DAVID W &	3833 GEORGETOWN DR	
TARDIFF DAVID W &	1350 BAYLOR DR	
TARDIFF DAVID W &	1402 BAYLOR DR	
THOMPSON MICHAEL &	3658 GEORGETOWN DR	
TODD NATHAN ALLEN	1410 BAYLOR DR	
WALCZAK MICHAEL MARIE	3749 GEORGETOWN DR	
WEST WILLIAM STEVEN		
WINN DONNA K	3733 GEORGETOWN DR	
WOLFER TERRY & DONNA LONG	3866 GEORGETOWN DR	
WOLVERTON INVESTMENTS LLC	3858 GEORGETOWN DR	
YEAKLE DOUGLAS C & LORI A	3674 GEORGETOWN DR	
ZEISSEL CEISSIA SKILES	3765 GEORGETOWN DR	

ATTACHMENTS:

- Application
- Proposed Site Plan
- PD 70
- Zoning Map
- Aerial Map
- Flood Map
- Thoroughfare Map
- Buffer Notification Map
- Parcel Photographs

DEVELOPMENT APPLICATION

Planning

- ☐ Conditional Use
- ☐ Special Exceptions
- ☐ Rezoning
- ☐ Variance
- ☒ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment
- ☐ Easement Release
- ☐ Historic Certification of Appropriateness
- ☐ Historic Project Tax Reduction

Relief Procedures

- ☐ Petition for Relief
- ☐ Proportionality Appeal
- ☐ Vested Rights Petition
- ☐ Appeal

Other: _____

Project Name: Patio Homes at Diamondback Golf Club

Address: 1510 E. Industrial No. of lots: _____ Acreage: 11.57

Legal Description: Attached

Subdivision Name: Lytle Creek Golf Link Sub. Block: 1 Lot: 1

Current Zoning: AO and PD Proposed Zoning (if applicable): PD Amendment

OWNER AND AUTHORIZATION

Owner Name: Charles Coody

Address: c/o Diamondback Golf Club - 1510 E. Industrial

City, State, Zip: Abilene, Tex 79602 Fax: _____

Phone: 690-9190 Email: _____

Agent Name: E&T

Address: P.O. Box 3097

City, State, Zip: Abilene, Tex 79604 Fax: 691-0058

Phone: 698-5560 Email: david.tidd@e-lt.com

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

Signature Owner: _____ Date: 9/9/17

FOR OFFICE USE ONLY

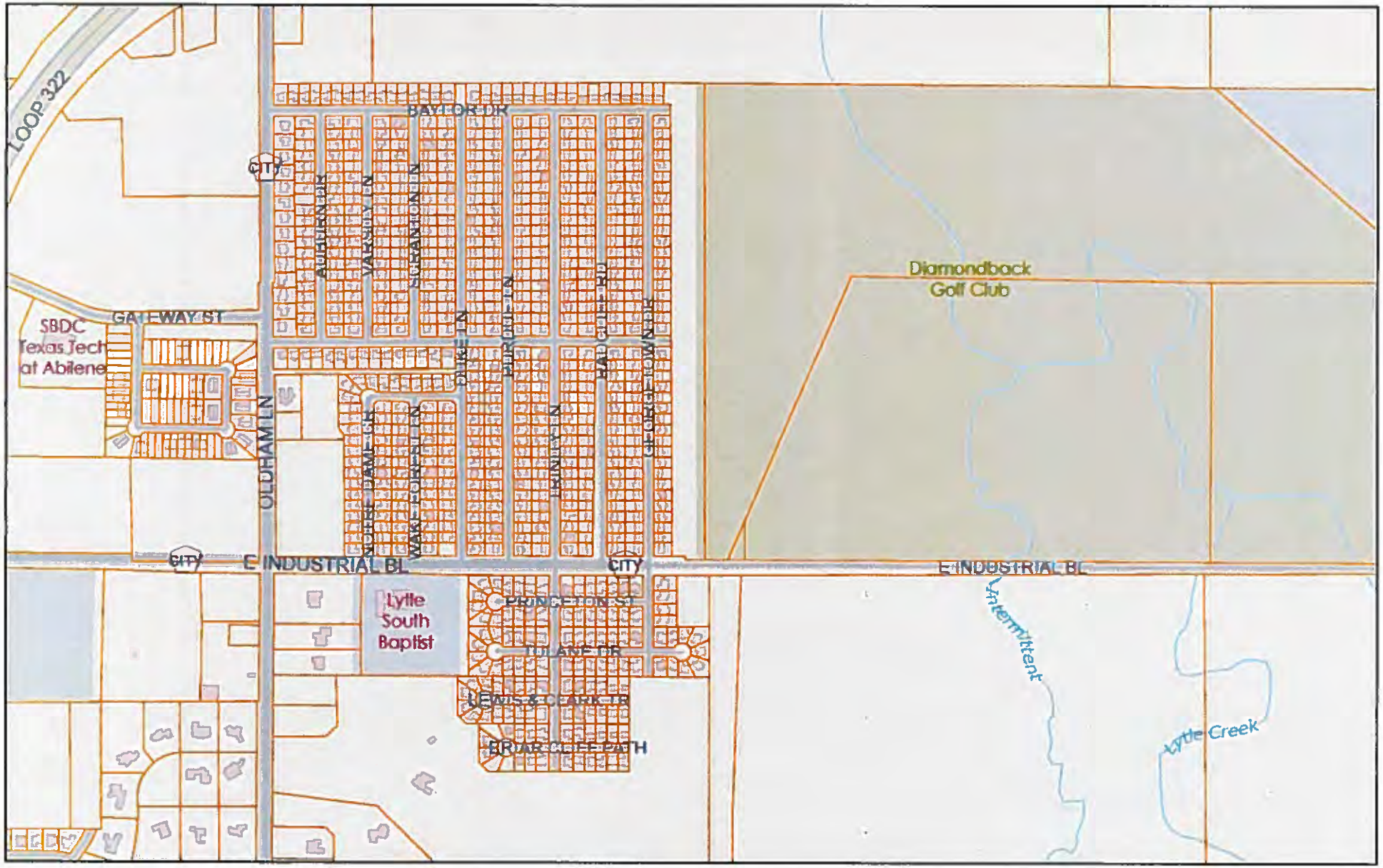
Received: ZR 8-9-17	**Fee: $** 1,000	**Receipt No.:** 2028772
Case No.: Z-2017-18	**Reviewed By:** ZR	

Planned Development Ordinance Amendment

PH Zoning as basis

Minimum of 50 ft. wide lots;
Minimum of 85 ft. depth lots;
Minimum of 5 ft. side setback (both sides);
Private Street – Diamondback Drive;
Private Streets for extension of Baylor and Cornell Drive;
Emergency Access for police, fire and ambulance at security gates, located at entrance of Diamondback Drive, Baylor and Cornell Drive;
Residents of Patio Homes will have access to enter and exit at security gates;
Sidewalks constructed at time of Patio Home construction;
Sidewalks will be placed up against the street curb and gutter.

City of Abilene, TX



August 2, 2017

1:10,836

0 0.075 0.15 0.3 mi

0 0.125 0.25 0.5 km

City of Abilene, TX

Abilene GIS

City of Abilene GIS

FIELD NOTES
FOR
11.57 ACRES
OUT OF
THE SOUTHWEST QUARTER OF
SECTION 61, BLIND ASYLUM LANDS
TAYLOR COUNTY, TEXAS

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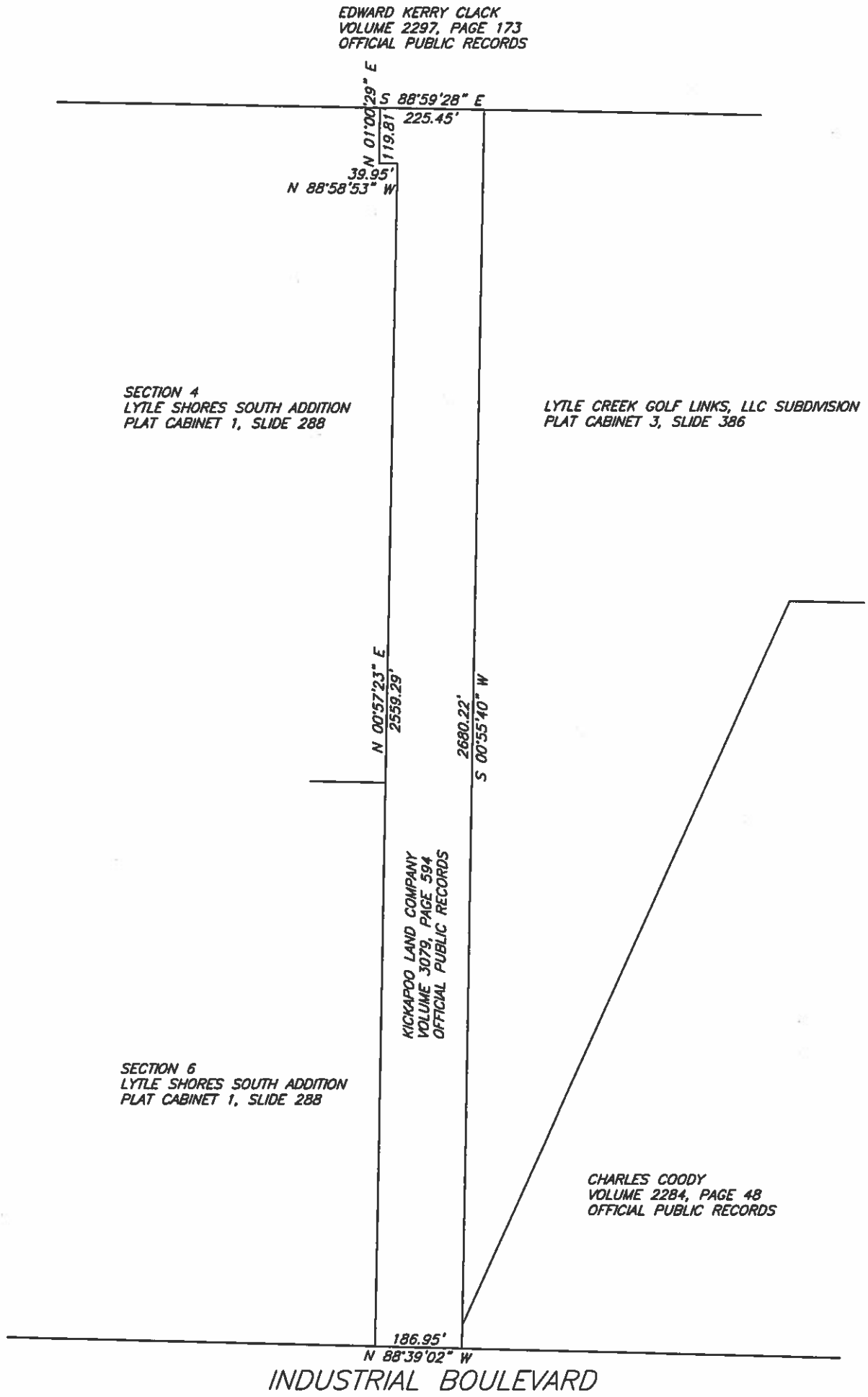
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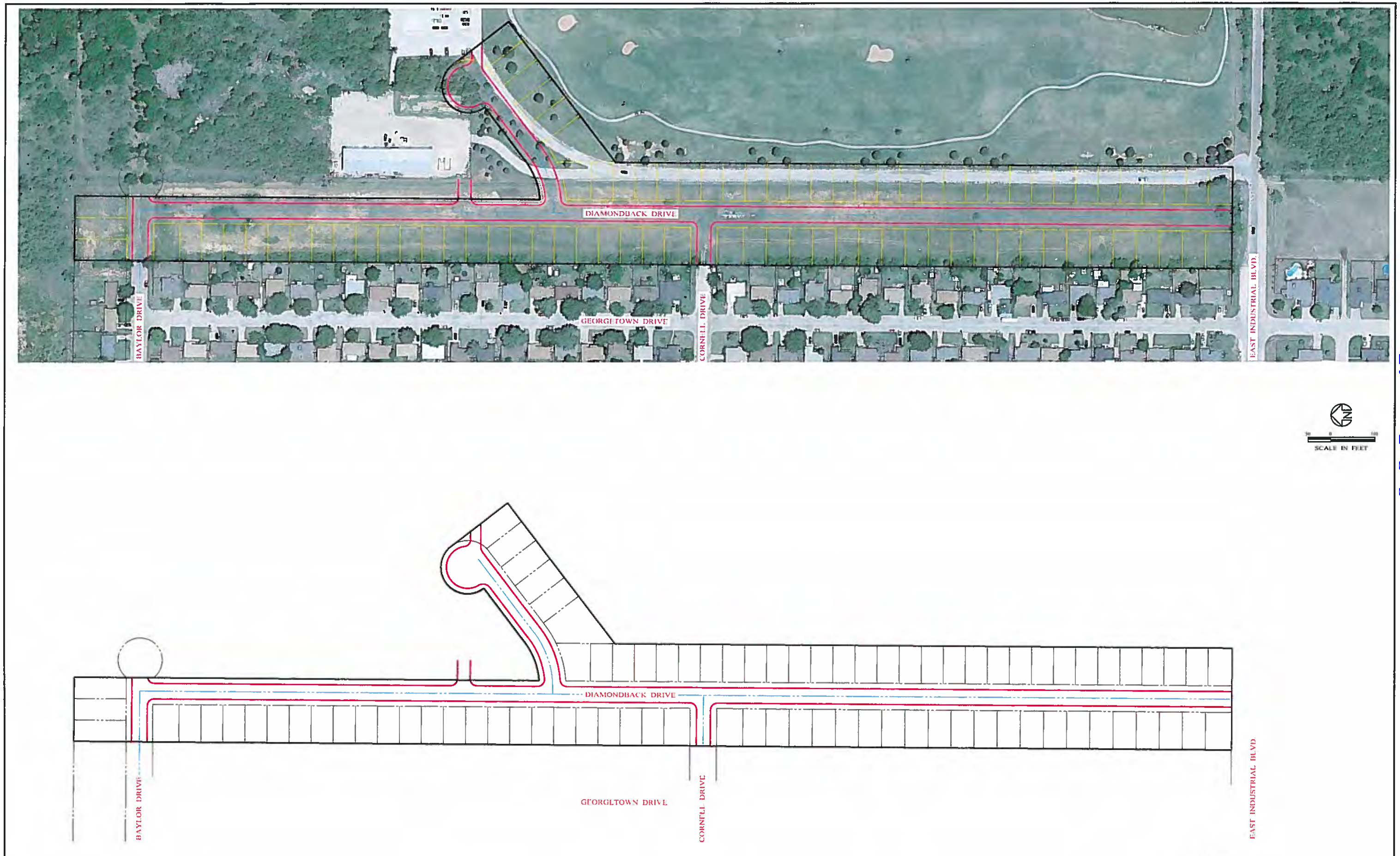
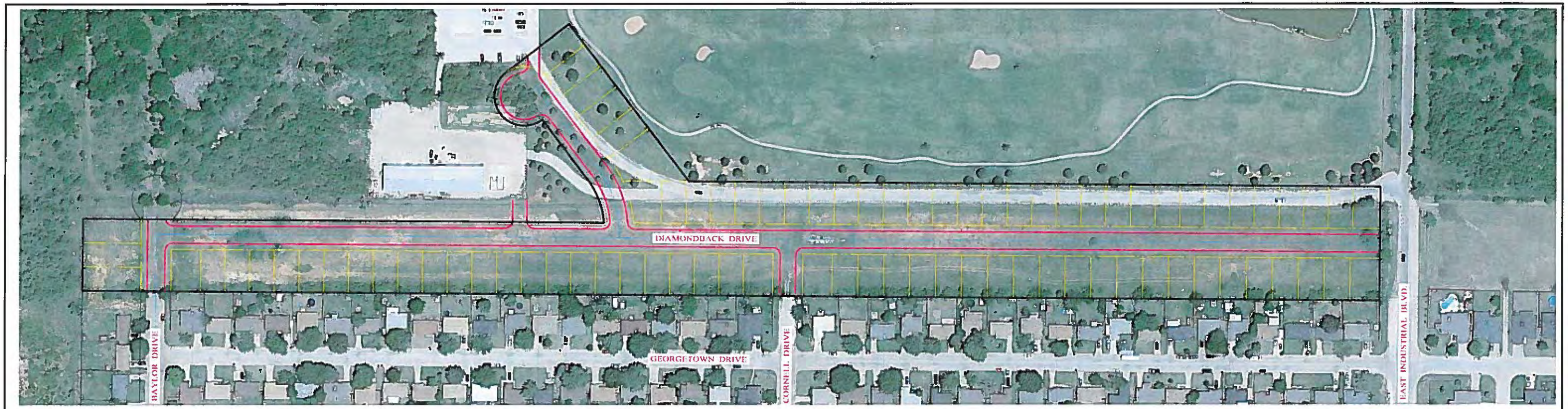
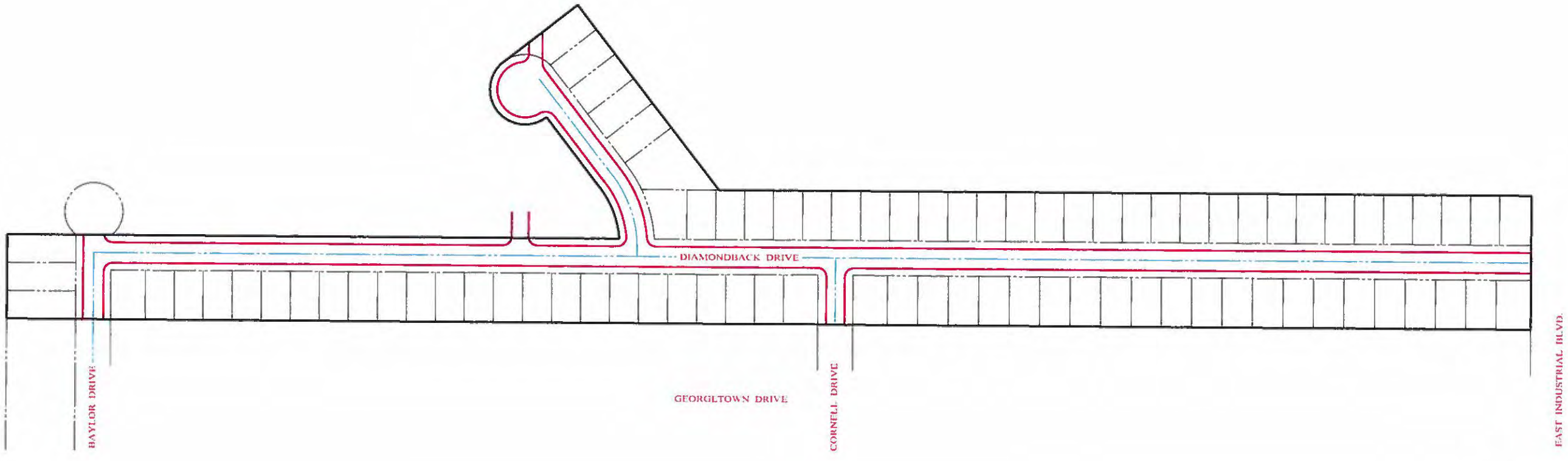


17-6741
08/18/2017

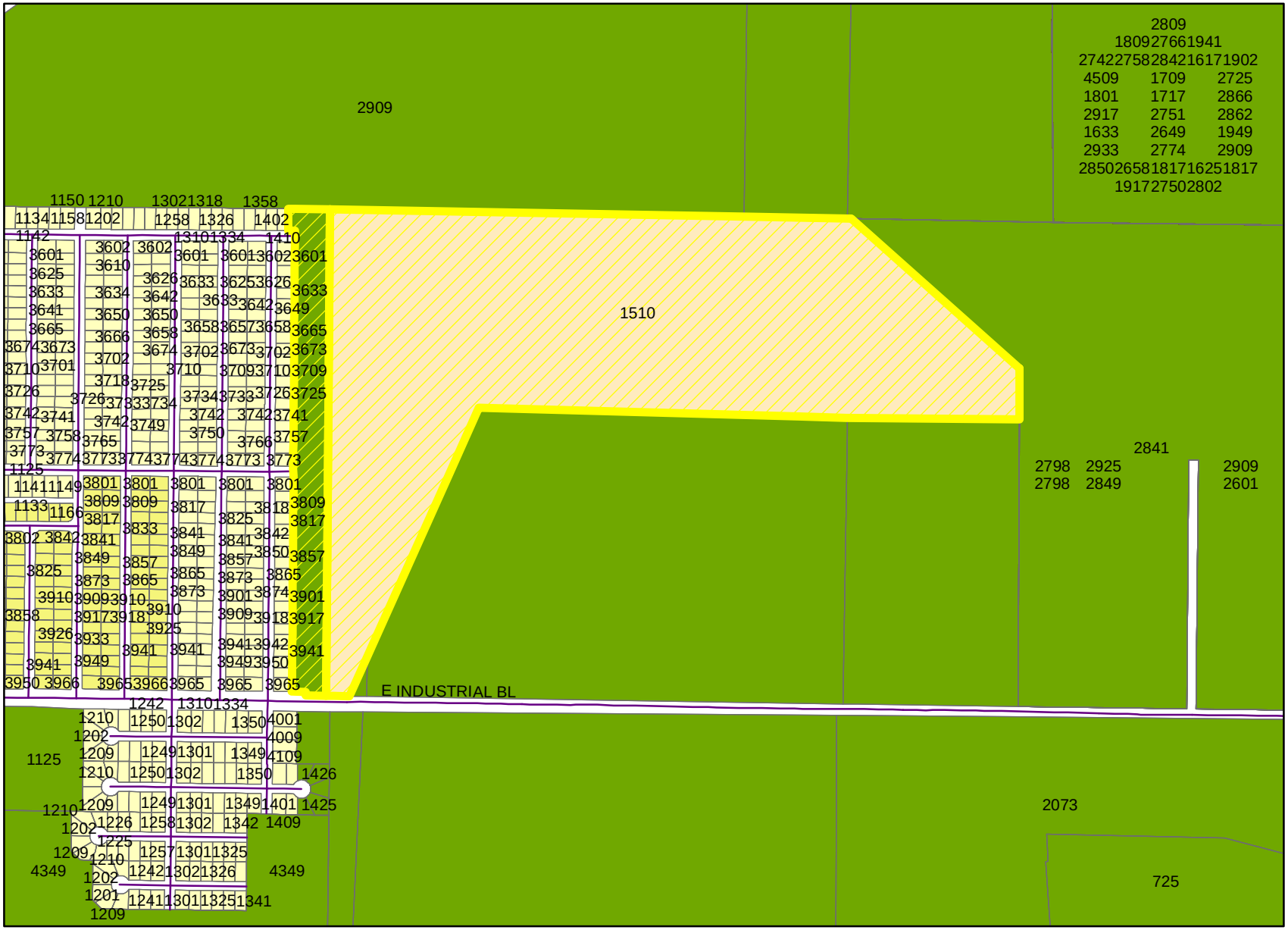
ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING





17-6741
08/08/2017

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING



Existing Land Use

N
W E
S

Legend

Case

Z-2017-18

Zoning Districts

- AO - Agricultural Open Space
- RS-6: Residential Single-Fam
- MD: Medium Density Reside
- PD: Planned Develolpment

CITY OF ABILENE

Planning & Development SERVICES

ORDINANCE NO. 54-1999

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-70 PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 14 day of October A.D. 19 99.

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 3 day of October, 19 99, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 9:00 a.m., on the 28 day of October, 19 99, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 28 day of October, A.D. 19 99.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

00265

ORDINANCE NO. 54-1999

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development Mixed Use District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development Mixed Use District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development Mixed Use District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space) District to PDD (Planned Development) District.

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

PART 5: Legal Description. The legal description of this P.D.D. is as follows:

Lot 1, Block 1, Lytle Creek Golf Links, L.L.C. Subdivision, Abilene, Taylor County, Texas; filed for record March 4, 1999, Taylor County Clerk File Number 3835;

Location:

1510 E. Industrial Boulevard

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for commercial and residential development and related activities of a large tract which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

A. The property shall be developed in compliance with the attached site plan labeled Exhibit B.

B. Permitted uses

Golf Course
Driving Range
Restaurant
Retail sale of recreational equipment and clothing
Liquor Store - on-premise consumption
Maintenance Facilities associated with a Golf Course

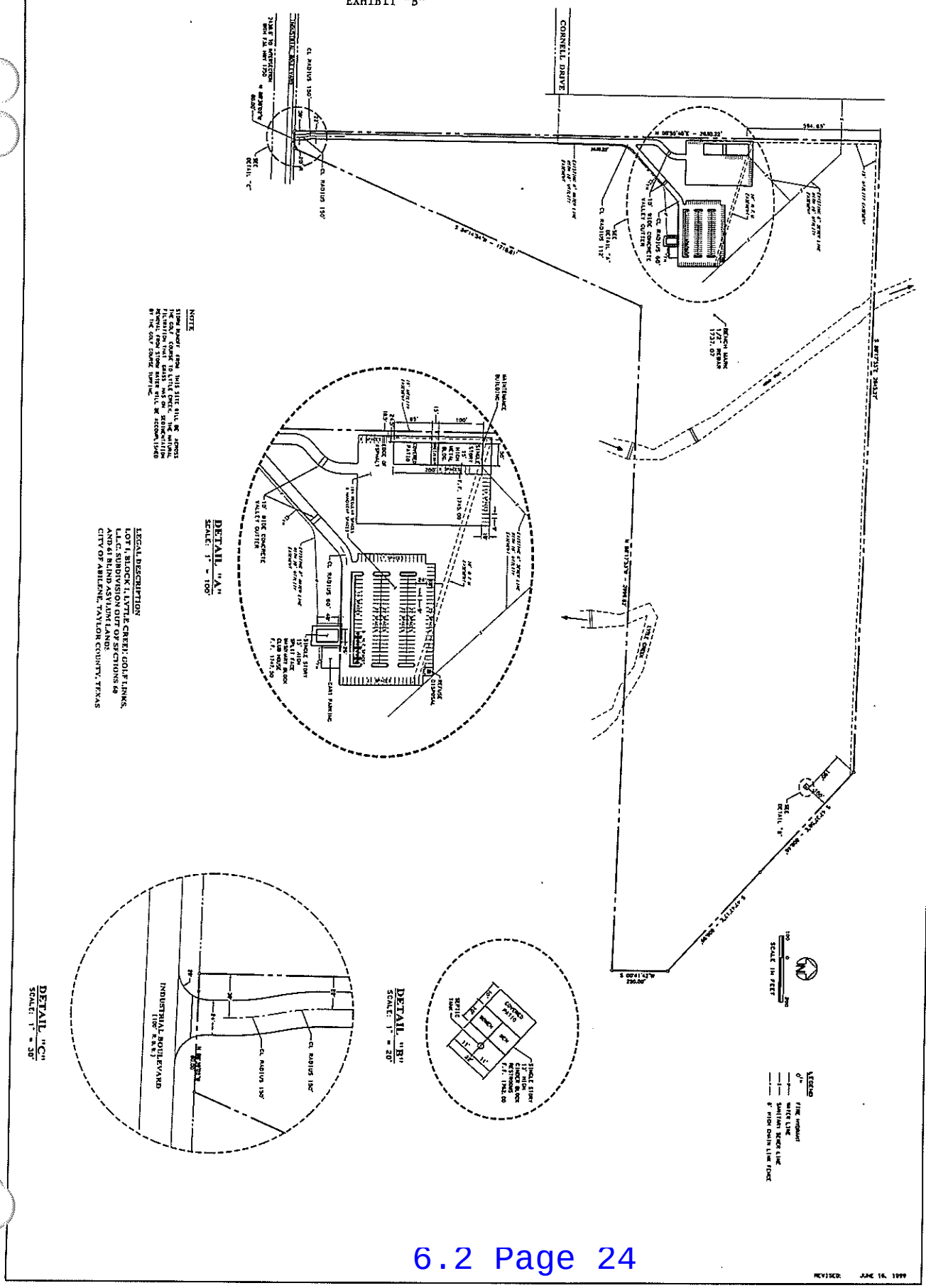
C. Signage:

1. One (1) free-standing sign not to exceed thirty-five (35) feet in height and two hundred (200) square feet in area.

2. Wall signs and directional signage permitted as needed.

-END-

ORDINANCE NO. 54-1999
EXHIBIT "B"

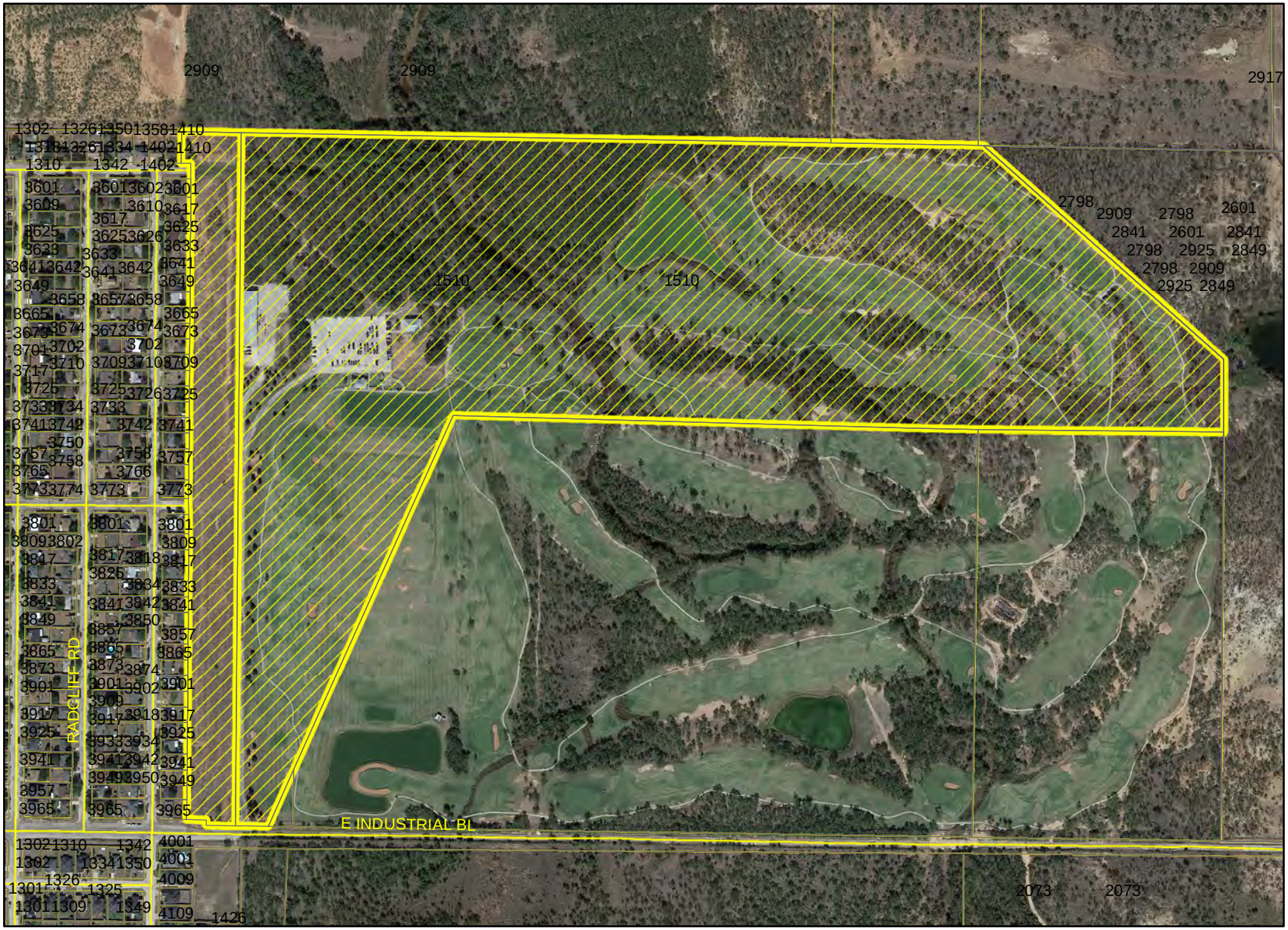


6.2 Page 24

1 OF 1	SHEET NO.	CONTRACT NO. 023-73-7	SITE PLAN FOR LYTLE CREEK GOLF LINKS L.L.C. SUBDIVISION ABILENE, TAYLOR COUNTY, TEXAS	HIBBS & TODD, INC. ENVIRONMENTAL AND CIVIL ENGINEERING 2500 South Willis, Suite 202 Abilene, Texas

DESIGNED BY:	
DRAWN BY:	JJC
CHECKED BY:	J.G.T.
DATE:	APRIL, 1999
SCALE:	AS NOTED

00269



Aerial Map

N
W E
S

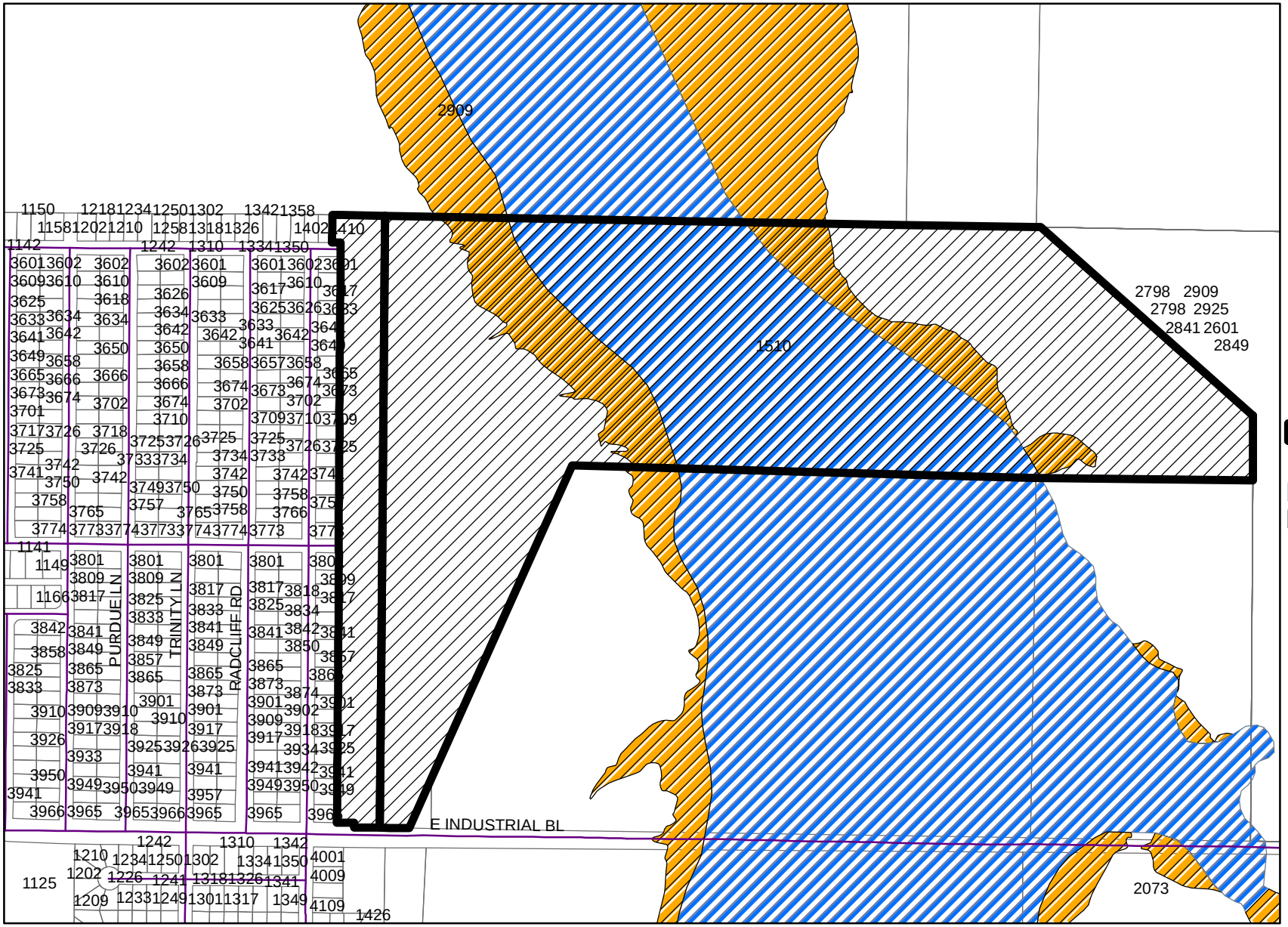
Legend

Case

Z-2017-18

CITY OF ABILENE

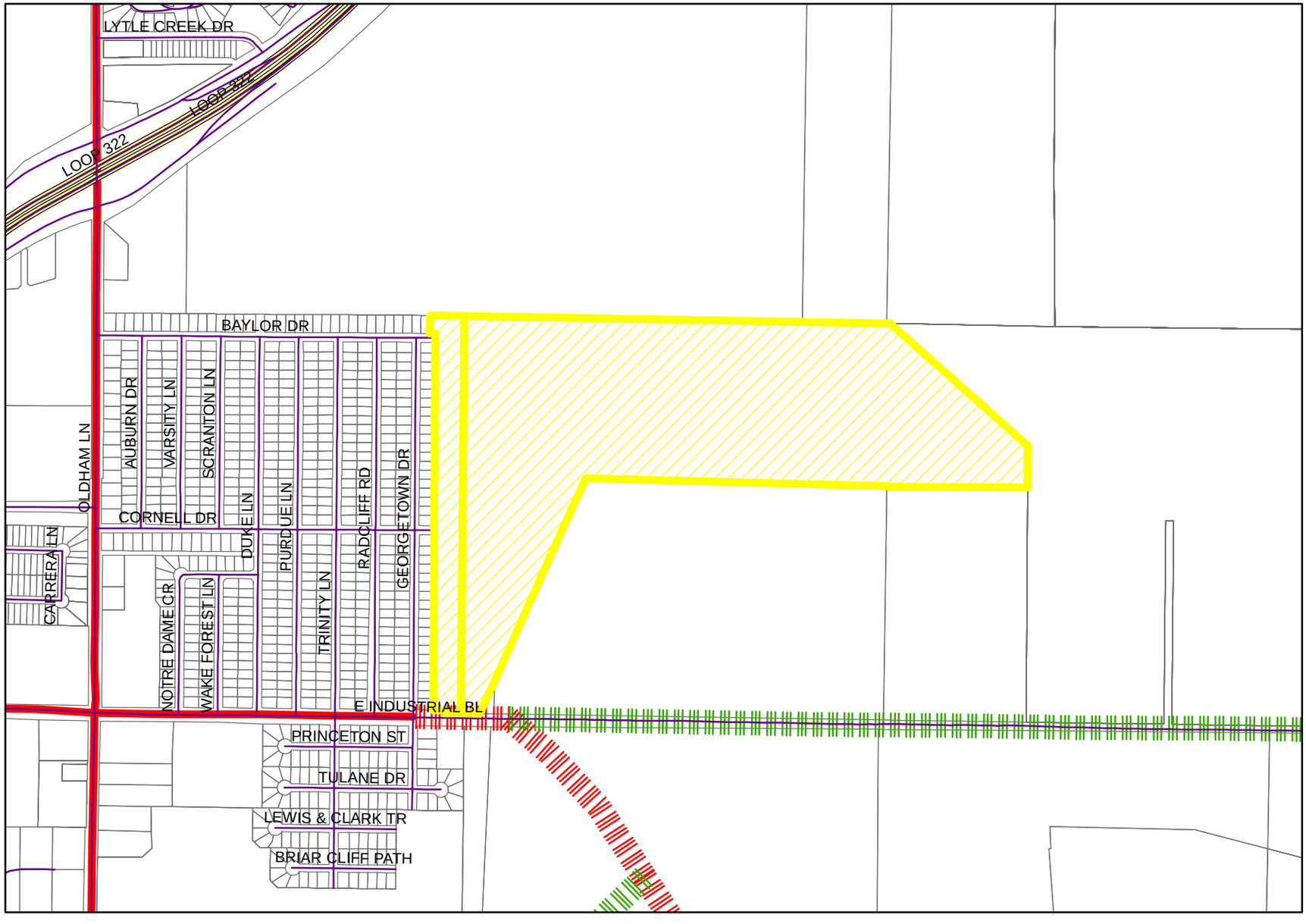
Planning & Development SERVICES



CITY OF ABILENE

Planning & Development SERVICES

Thoroughfare Map



Legend

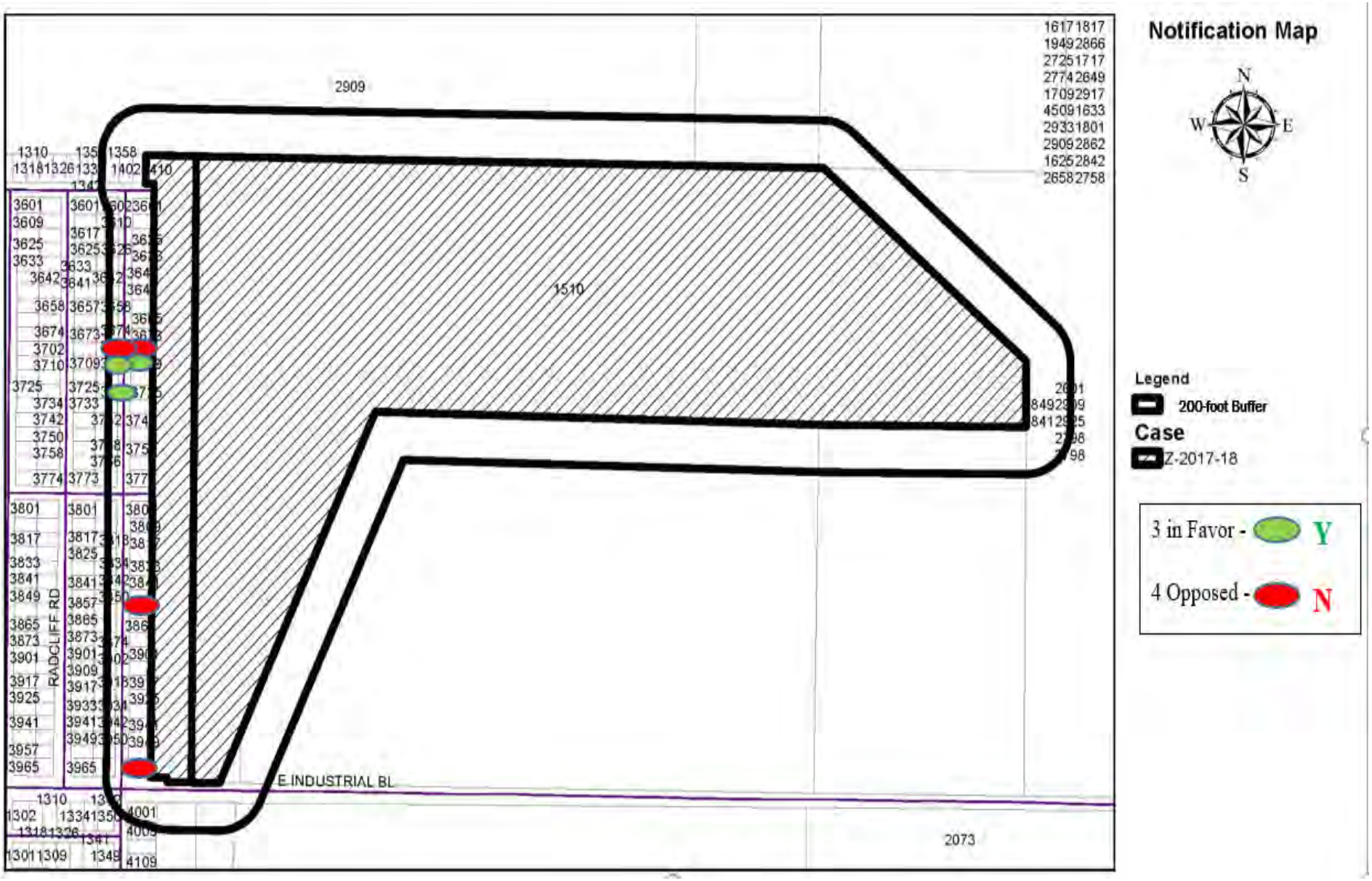
- Roads
- Arterial
- Expressway
- Arterial
- Collector

Case

- Z-2017-18

CITY OF ABILENE

Planning & Development SERVICES


Notification Map
N
W
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2909
1510
2073
E INDUSTRIAL BL
RADCLIFF RD
Legend
200-foot Buffer
Case
Z-2017-18
3 in Favor - Y
4 Opposed - N

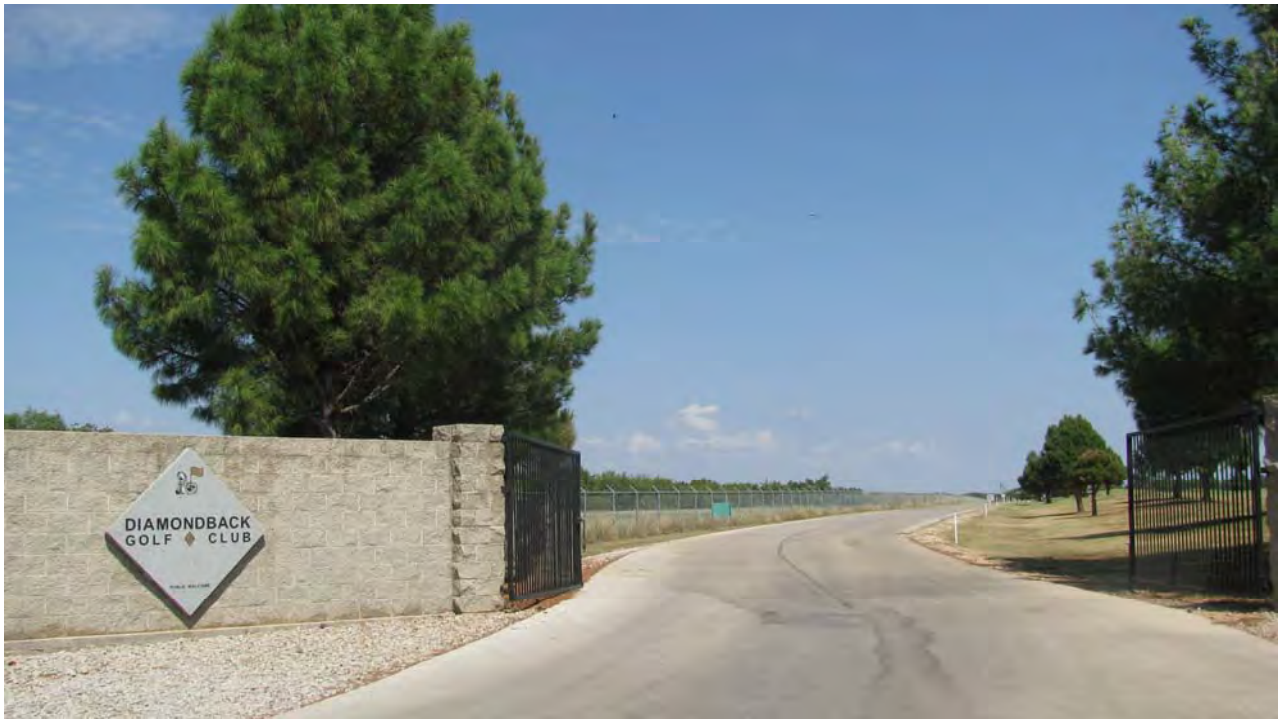
ZONING CASE Z-2017-19
SITE PHOTOS

View to the Southwest at the end of Baylor Dr.

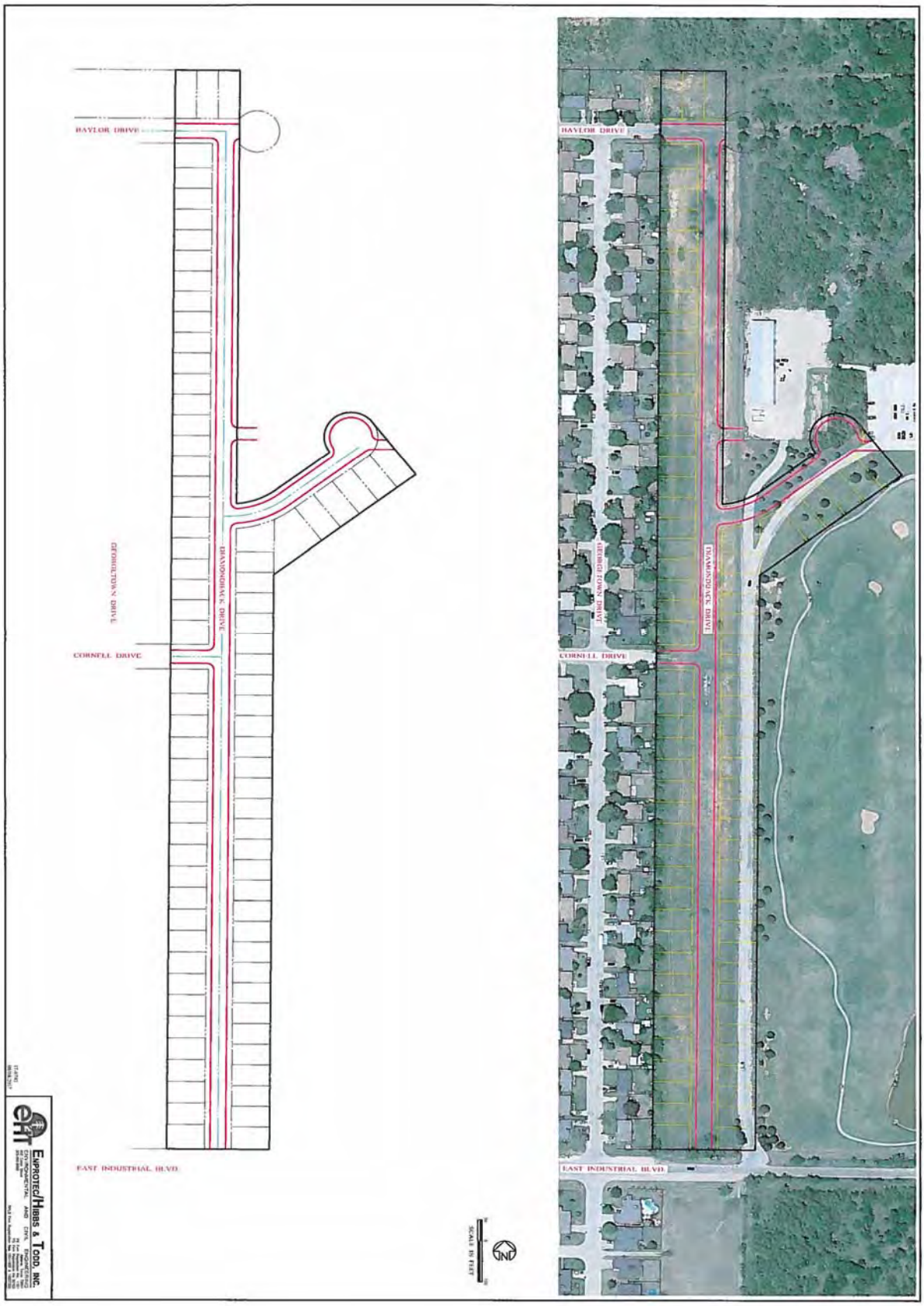
West view from the end of Cornell Dr.

West view from property across Industrial Blvd.

North view from property across Industrial Blvd



East view along Industrial Blvd.


BAYLOR DRIVE
GEORGETOWN DRIVE
DIAMONDBACK DRIVE
CORNELL DRIVE
EAST INDUSTRIAL BLVD
ENPROTEC/HIBBS & TODD, INC.
SCALE IN FEET

Owners: Charles Coody

Agent: eHT

Request: Rezone from AO to PD-70 and enlarge the boundary of Planned Development District Number 70 (PD-70), and modify PD-70 to include Patio Homes and modifications to the lot size minimums, sidewalk requirements, and setbacks

Location: 1510 E. Industrial Boulevard and 0 E. Industrial BLVD, north of E. Industrial Boulevard

Notification: 3 in favor, 1 opposed

Staff Recommendation: Approval of AO to PD-70 with additional amendments to PD-70

PZC Recommendation: Approval of AO to GC

Z-2017-19 AERIAL IMAGERY

Aerial Map

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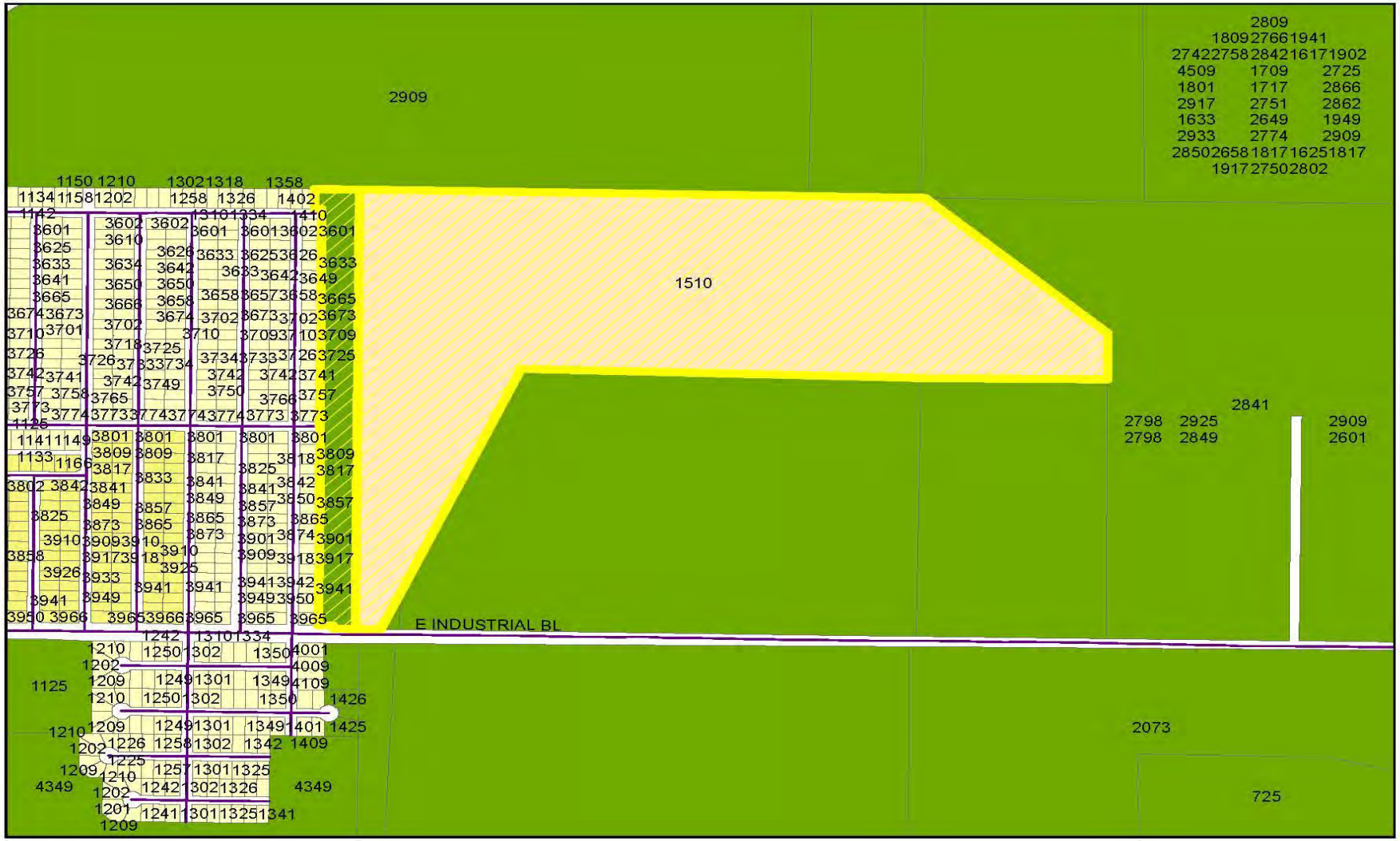
Legend

Case

Z-2017-19

Z-2017-19 ZONING MAP



Existing Land Use

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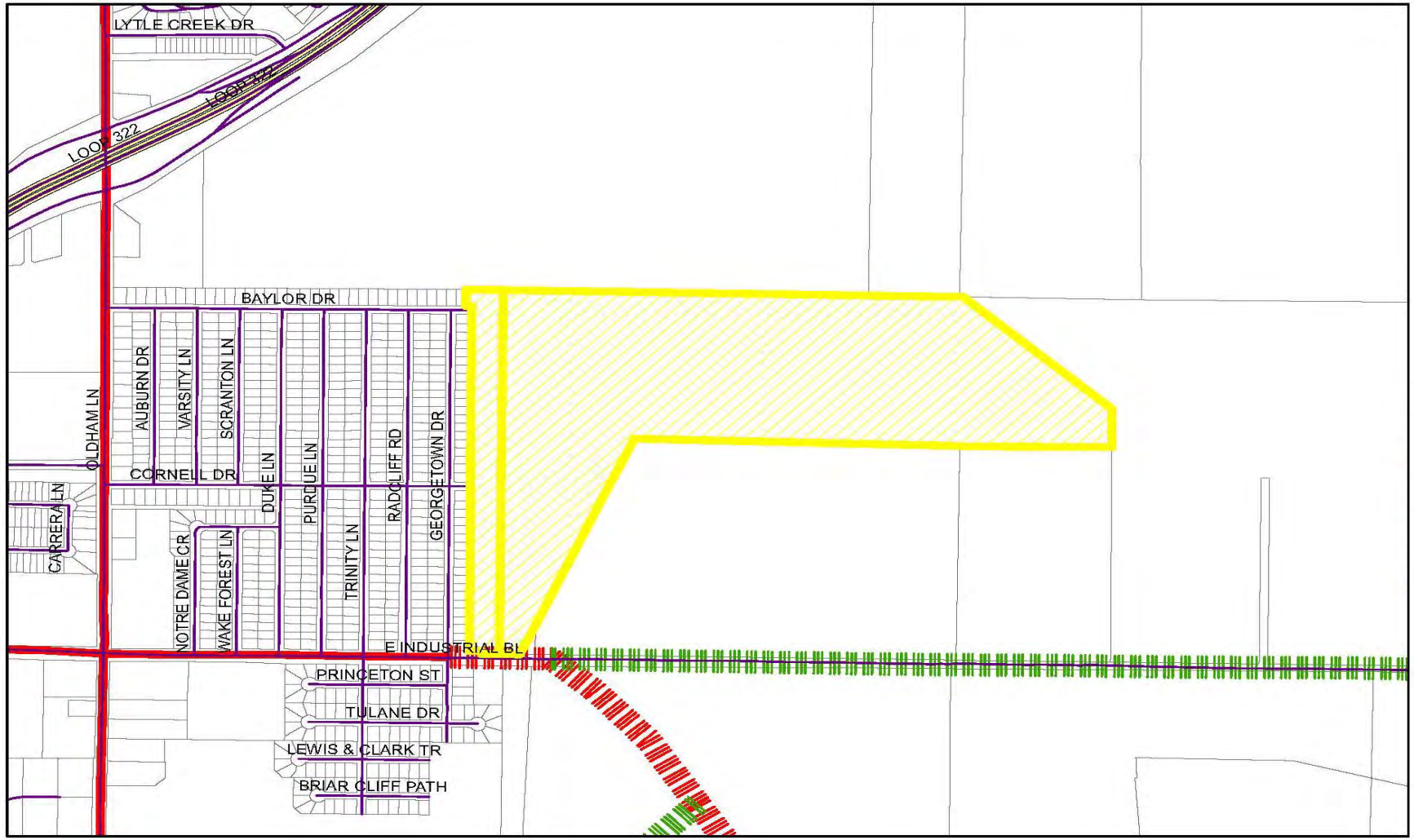
Case

Z-2017-19

Zoning Districts

- AO - Agricultural Open Space
- RS-6: Residential Single-Far
- MD: Medium Density Reside
- PD: Planned Develolpment

Z-2017-19 THOROUGHFARE MAP



Thoroughfare Map

N
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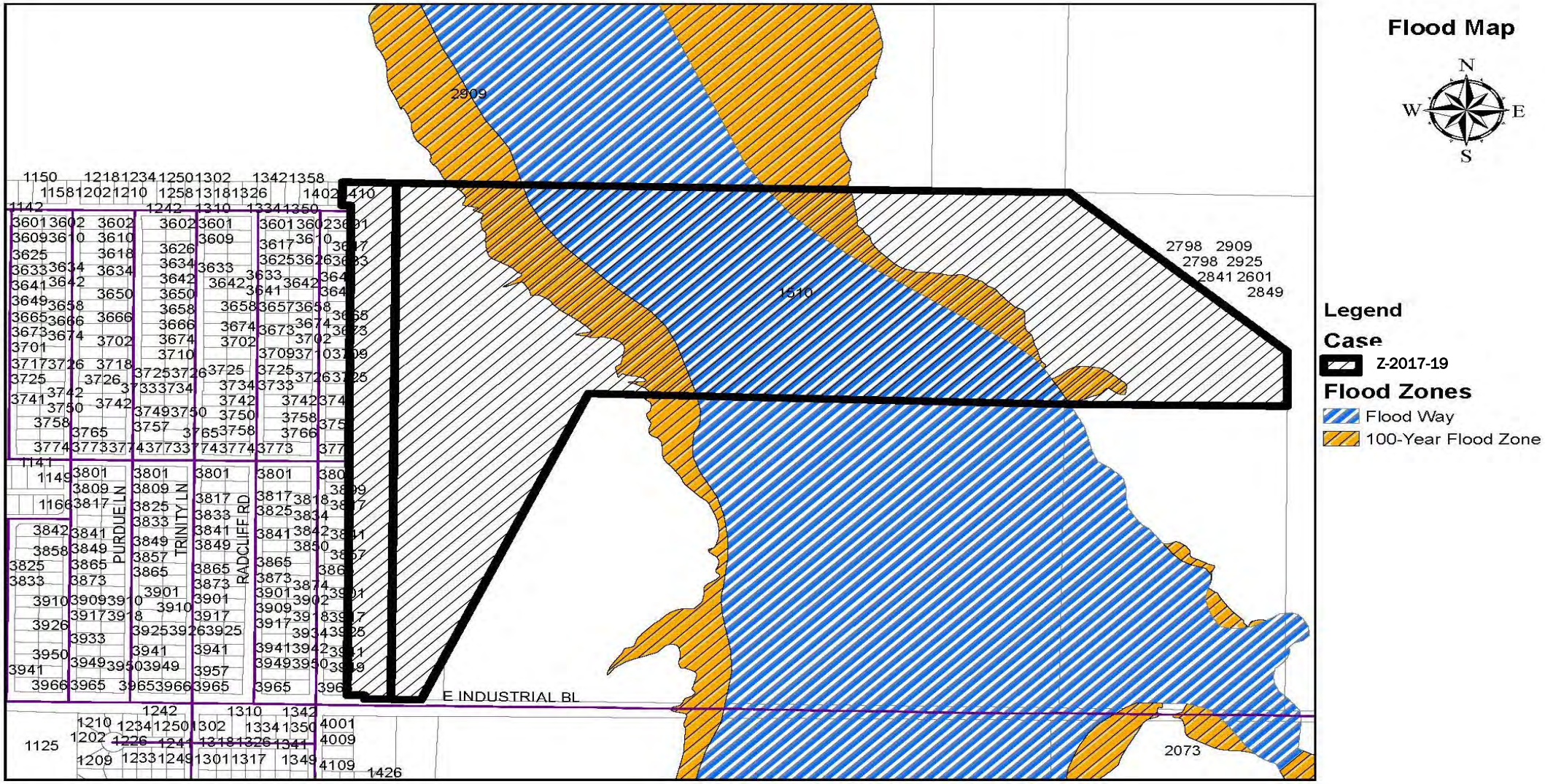
Legend

- Roads
- Arterial
- Expressway
- Arterial
- Collector

Case

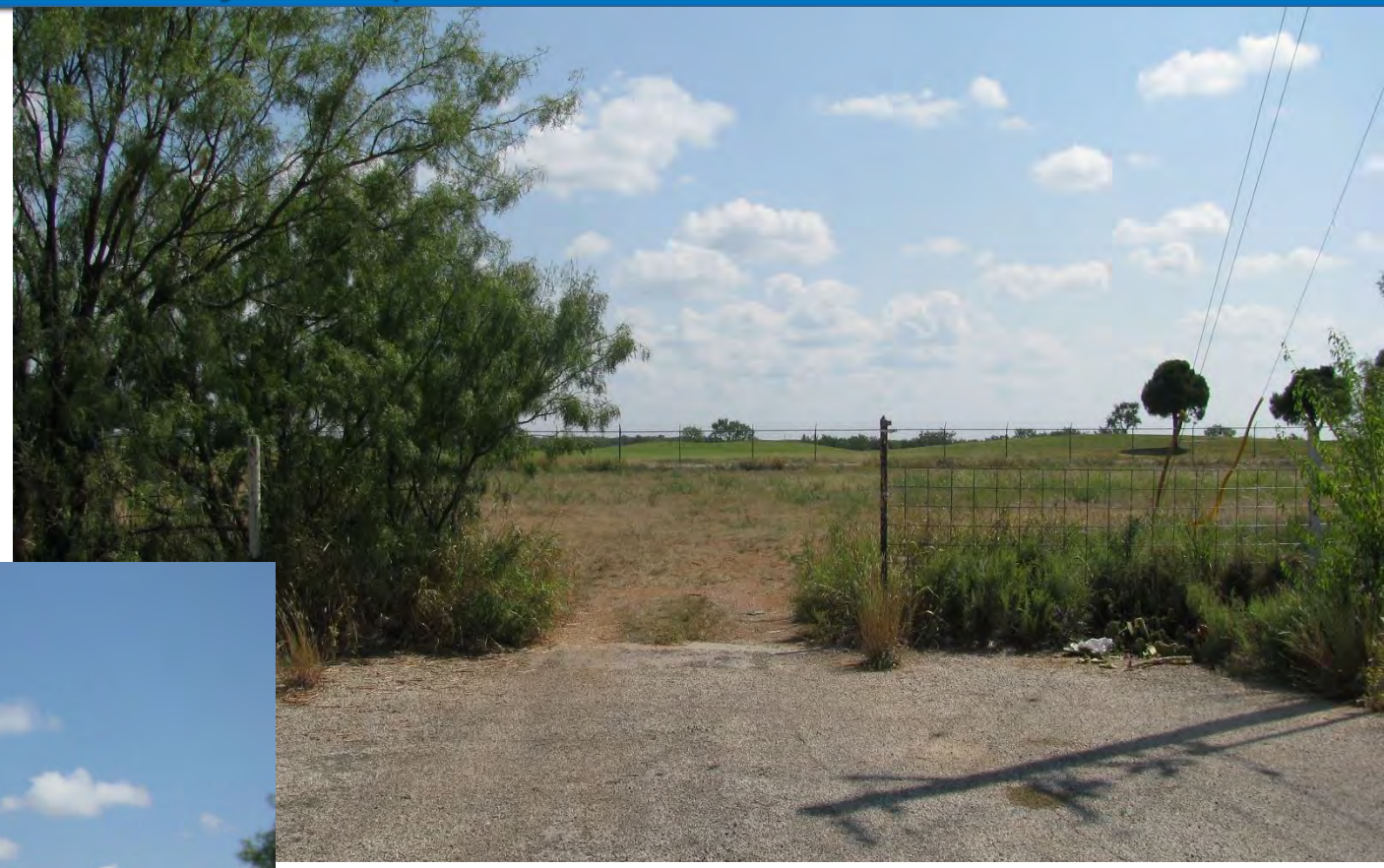
- Z-2017-19

Z-2017-19 FLOOD ZONE MAP



Z-2017-19 View of Subject Properties

West end looking east



South end looking north

Z-2017-19 View of Subject Properties

West end looking east

South end looking northeast

Z-2017-19 View of Subject Properties

Z-2017-19 View of Subject Properties

Z-2017-19 View of Subject Properties

Z-2017-19 View of Subject Properties

Z-2017-19 Views of Surrounding Properties

View to west along E. Industrial Blvd

View to east along E. Industrial Blvd

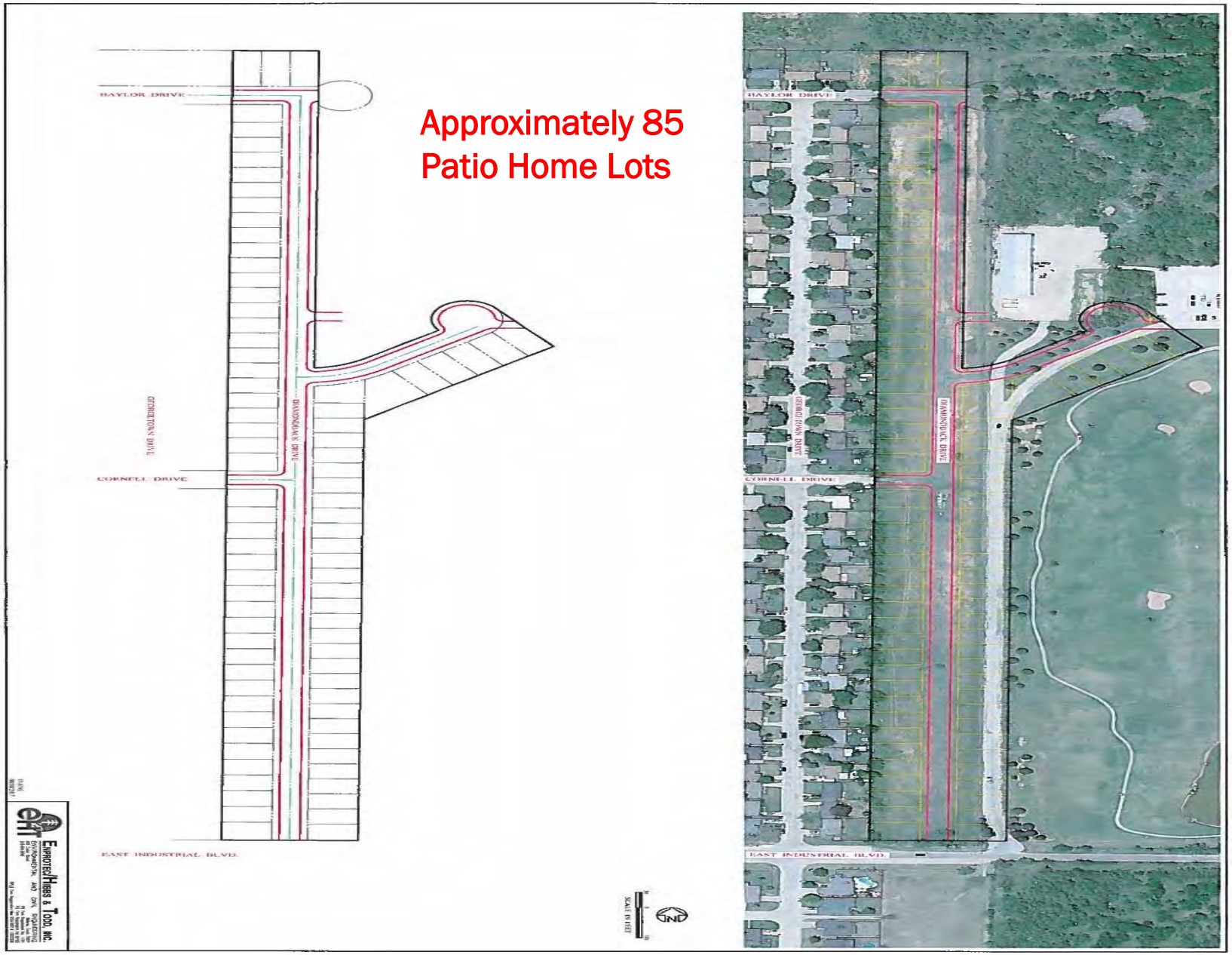
Application Review

- Currently adjacent to an approved PD with a base Golf Course and associated uses.
- PD-70, PD-2 (Airport) uses surround the subject property to the north and east, with Residential uses to the south and west.
- Patio Home use development and the proposed PD-70 amendments will not have substantial adverse effects on the properties.

Application Review

- Subject properties and surrounding area designated by Comprehensive Plan as Low-Density Residential and Residentially compatible uses.
- Area has developed, and is still developing, into a residential neighborhood and associated uses such as Diamondback Golf Course.
- The subject property zoned AO is currently undeveloped with single-family residences to the west and Diamondback Golf Course directly to the east.
- Subject properties are compatible with uses in surrounding area.

Z-2017-19 Proposed Site Exhibit ‘C’



Permitted and Proposed Uses in PD70 Zoning

Development Generally:
Development shall be in accordance with the attached site plan (Exhibit B) and provisions of the text of this Exhibit.

B. Permitted uses

- Golf Course Driving Range Restaurant
- Retail sale of recreational equipment and clothing
- Liquor Store - on-premise consumption
- Maintenance Facilities associated with a Golf Course
- *Add: Patio Homes*

ADD: Specific Modifications:

A. Patio Home lots (11.57 acres) shall be developed lots shall be in compliance with the attached site plan labeled Exhibit "C".

ADD: Specific Modifications:

D. Patio Home Lots (11.57 acres per Exhibit "C")

- *Minimum 50' wide lots (40' minimum per PH zoning)*
- *Minimum 85' depth lots (100' minimum per PH zoning)*
- *Minimum 5' interior side setbacks (0' minimum, total of 10' min (both sides) per PH zoning)*
- *Allowance for required sidewalks to be placed at the back of curb, in accordance with the approved design standards (per the Public Works Department)*
- *Private Streets*

LEGEND
P - Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
C - Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP - Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in AO Zoning

RESIDENTAL 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	Day Care Operation – Home-Based
P	Dwelling – Accessory
TP	Field Office or Construction Office (temporary)
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)

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

LEGEND

P - Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
C - Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP - Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in PH Zoning

RESIDENTAL USES:

C	Bed & Breakfast
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Patio Home
P	Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

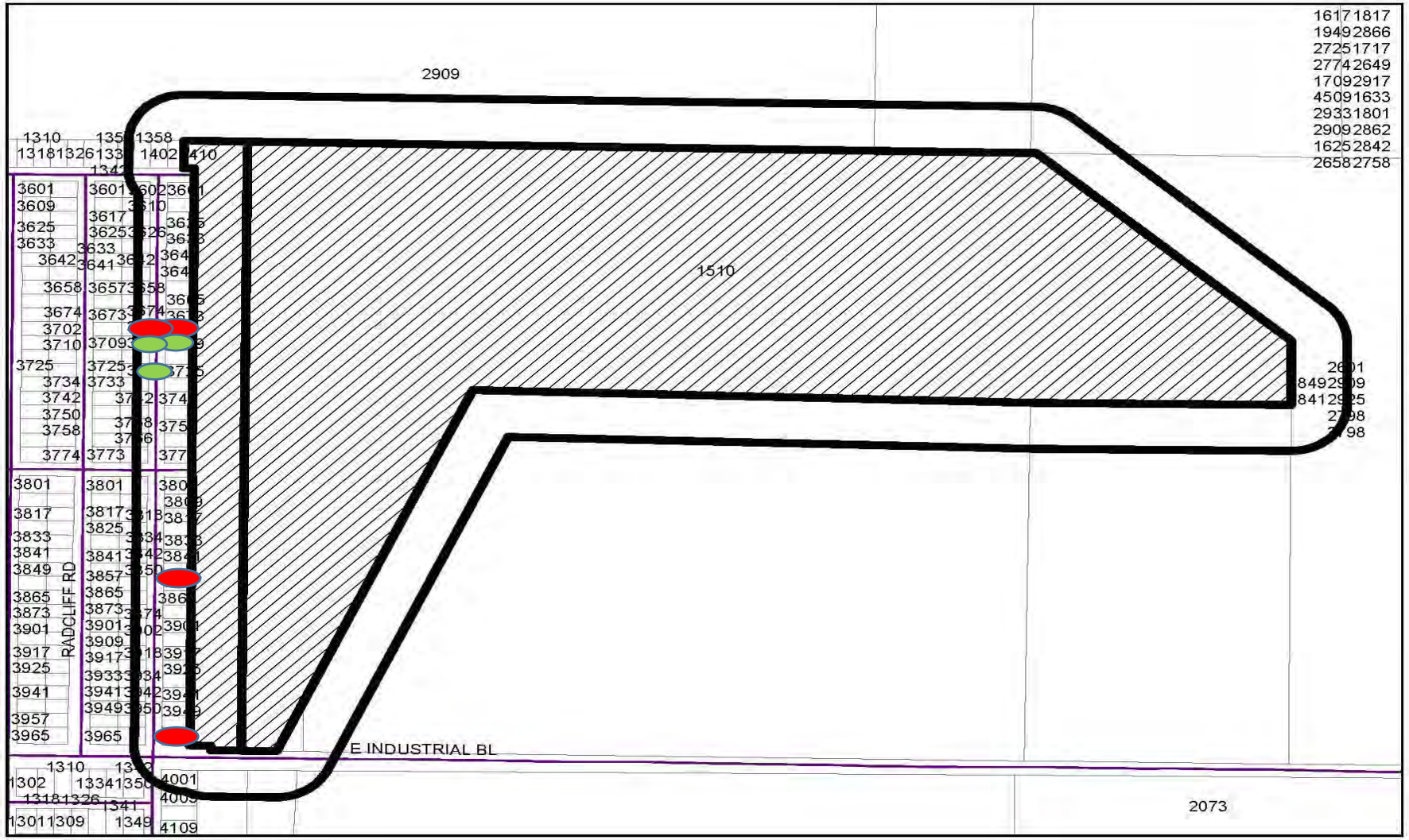
RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

P - Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 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

Z-2017-19 Notification Map



Recommendation

- Future development compatible with and will not substantially affect surrounding properties or aviation uses.
- Staff & Planning & Zoning Commission recommends approval of the requested rezoning to enlarge the boundary of Planned Development District Number 70 (PD-70) and approval of the rezoning amendments to PD-70 to allow for patio homes with modifications to the lot size minimums, sidewalk requirements, and setbacks within the PD-70 to the City Council (Oct. 3, 2017 meeting).

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Taurus Freeman, Interim Director of Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **OAM-2017-04 Amendment to the Land Development Code (LDC) regarding Section 2.4.3.3 'All Other Uses Without Specific Requirements' pertaining to changing (33) LIQUOR STORE, On-Premise Consumption; subpart a. Distances Required; and setting a public hearing for November 2nd, 2017.** ***(Taurus Freeman)***

GENERAL INFORMATION

City staff has reviewed current language in the City of Abilene Land Development Code for distances measured relative to liquor stores, both off-premise and on-premise consumption. The City of Abilene prescribed measurements are currently more restrictive than Texas State Law prescribed measurements. The request for proposed Land Development Code amendment would modify the city code to comply with Texas State Law prescribed measurements.

As per Land Development Code, all structures housing a liquor store on-premise consumption, as well as off-premise consumption use, must be located at least three hundred feet (300') from any lot in a residential district or in a College-University district (applies to on-premise consumption only), or any lot used primarily for church, school or hospital purposes.

Currently, the distance between the liquor store and a church or public hospital is measured in a straight line in all directions from the structure housing the liquor store to the nearest point of any lot described above. Measurements are taken from the furthest point that a structure extends in any direction, including overhanging roofs and all other projections or portions of said structure.

The proposed Amended prescribed measurement is along the property lines of the street fronts and from front door to front door, and in direct lines across intersections. The measurement of the distance between the liquor store and a school shall be in a direct line from the property line of a public or private school to the property line of the liquor store, and in a direct line across intersections.

The measurement requirements of Section 33, Liquor Store, On-Premises Consumption, also applies to Section 32, Liquor Store, Off-Premises Consumption, by reference, as shown on Exhibit A to the Ordinance.

SPECIAL CONSIDERATIONS

The Texas Alcoholic Beverage Code establishes the method of measurement for the distance requirements.

[Tex. Alco. Bev. Code sec. 109.33(b)] A city ordinance cannot require a different method of measurement than the state Code. [Tex. Alco. Bev. Code secs. 1.06 and 109.57(b); *Dallas Merchants and Concessionaire's Assoc. v. City of Dallas*, 852 S.W.2d 489 (Tex. 1993)]

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this ordinance amendment item.

BOARD OR COMMISSION RECOMMENDATION

Planning and Zoning Commission recommended approval of this request by a vote of five (5) with none in opposition.

ATTACHMENTS:

Description	Type
Enacting Ordinance	Ordinance
OAM-2017-04 Presentation	Presentation

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AMENDING CITY OF ABILENE LAND DEVELOPMENT CODE, CHAPTER 2, "ZONING REGULATIONS," ARTICLE 4, "USE REGULATIONS," DIVISION 3, "REQUIREMENTS APPLICABLE TO SPECIFIC LAND USES," SECTION 2.4.3.3, "ALL OTHER USES WITH SPECIFIC REQUIREMENTS," SUBSECTION (a)(33), "LIQUOR STORE (ON PREMISE CONSUMPTION)," BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW

WHEREAS, The Texas Alcoholic Beverage Code allows the governing body of a municipality to prohibit the sale of alcohol within 300 feet of a church, public or private school, or public;

WHEREAS, The City of Abilene has adopted such a regulation but measures distance by a method that is not prescribed the Texas Alcoholic Beverage Code;

WHEREAS, it is in the best interest of the citizens of the City of Abilene to amend the pertinent ordinance so that measurement of distances conforms to what is prescribed by the Texas Alcoholic Beverage Code; and

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

PART 1: That Article 4, Division 3, Section 2.4.3.3, Subsection (a)(33) of the Abilene land Development Code be amended as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code.

PART 4: Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 26th day of October, 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on _____ day of _____, 2017, 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 4:30 p.m. on the 2nd day of November, 2017, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 2nd day of November 2017 .

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Exhibit A

City of Abilene Land Development Code
Chapter 2. Zoning Regulations
Article 4. Use Regulations
Division 3. Requirements Applicable to Specific Land Uses
Section 2.4.3.3. All Other Uses With Specific Requirements

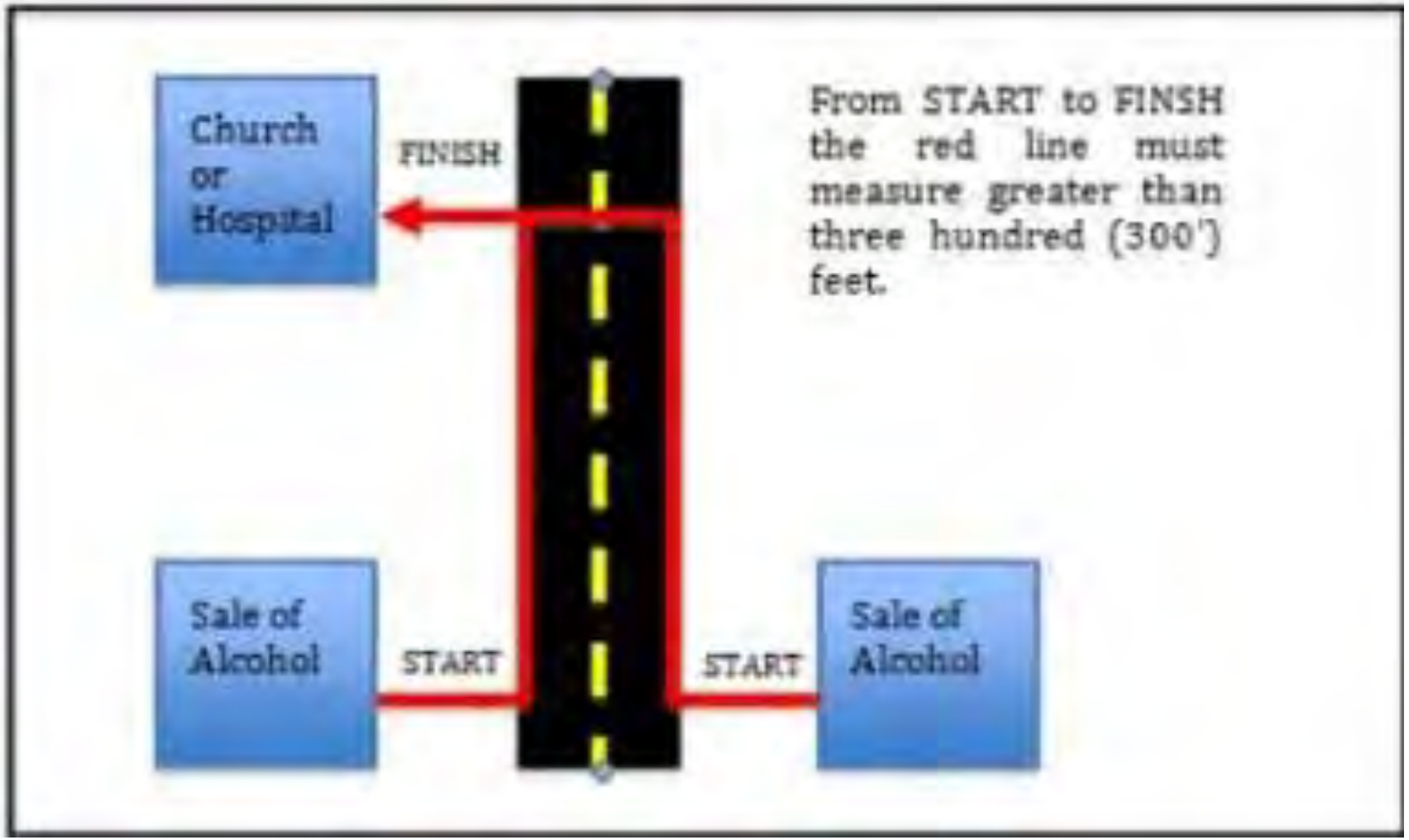
(32) LIQUOR STORE (off-premises consumption): All structures housing a liquor store off-premise consumption use shall meet all of the requirements prescribed for a liquor store on-premise consumption use, except that it need not be separated from a lot in a residential district or a lot used primarily for hospital purposes. Further, liquor stores for off-premises consumption (beer and wine only) need not be separated from lots in a College-University district.

(33) LIQUOR STORE (on-premises consumption):

a. Distances Required. All structures housing a liquor store on-premise consumption use must be located at least three hundred feet (300') from any lot in a residential district or in a College-University district, or any lot used primarily for church, school or hospital purposes. Except as provided in subsections (b), (c) and (e) of this ~~Section 2.5.3.14~~ Subsection (33), said distance between the liquor store and a church or public hospital shall be measured ~~in a straight line in all directions from the structure housing the liquor store to the nearest point of any lot described above. Measurements shall be taken from the furthest point that a structure extends in any direction, including overhanging roofs and all other projections or portions of said structure~~ along the property lines of the street fronts and from front door to front door, and in direct lines across intersections. The measurement of the distance between the liquor store and a school shall be in a direct line from the property line of a public or private school to the property line of the liquor store, and in a direct line across intersections.

(33) LIQUOR STORE (on-premises consumption):

a. Distances Required. All structures housing a liquor store on-premise consumption use must be located at least three hundred feet (300') from any lot in a residential district or in a College-University district, or any lot used primarily for church, school or hospital purposes. Except as provided in subsections (b), (c) and (e) of this ~~Section 2.5.3.14~~ Subsection (33), said distance between the liquor store and a church or public hospital shall be measured ~~in a straight line in all directions from the structure housing the liquor store to the nearest point of any lot described above. Measurements shall be taken from the furthest point that a structure extends in any direction, including overhanging roofs and all other projections or portions of said structure~~ along the property lines of the street fronts and from front door to front door, and in direct lines across intersections. The measurement of the distance between the liquor store and a school shall be in a direct line from the property line of a public or private school to the property line of the liquor store, and in a direct line across intersections.



CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Chris Taylor, Assistant Director of Transportation**

SUBJECT: **Resolution: Authorize the Purchase of Four Solid Waste Frontloader Trucks through BuyBoard Cooperative. *(Chris Taylor)***

GENERAL INFORMATION

Three newly budgeted Frontloader Trucks are required to support program expansion in the Solid Waste Division of Public Works. A fourth truck, unit #4383, is being replaced due to a fire that puts the truck in an out-of-service status.

SPECIAL CONSIDERATIONS

The trucks are to be purchased through the BuyBoard Cooperative to effectively coordinate the build process and delivery. Texas law allows a municipality to make such purchases through the BuyBoard Cooperative without the need for competitive bidding.

FUNDING/FISCAL IMPACT

Funding for the purchase is to be provided by the Fleet Replacement Fund.

STAFF RECOMMENDATION

It is recommended that the four trucks be purchased through BuyBoard in the total amount of $1,193,852.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Front Loaders Purchase Resolution	Resolution Letter
Frontloader Purchase Pricing Sheet	Cover Memo
Frontloader Maintenance Info	Cover Memo
Frontloader Presentation	Cover Memo

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS PURCHASING FOUR SOLID WASTE 2018 AUTOCAR ACX64 CHASSIS WITH A HEIL 40 CUBIC YARD FRONT LOADER PURCHASED FROM CHASTANG'S BAYOU CITY AUTOCAR THROUGH BUYBOARD COOPERATIVE PURCHASING

WHEREAS, the City of Abilene has the need to replace one Solid Waste Front Loader, Unit 4383; and

WHEREAS, the City of Abilene has the need for three additional Front Loaders to meet demands on Solid Waste; and

WHEREAS, the Heil Front Loader mounted on an Autocar ACX64 Chassis is determined suitable equipment; and

WHEREAS, the total purchase is from Chastang's Bayou City Autocar through BuyBoard Cooperative Purchasing in the amount of $1,193,852.00; and

WHEREAS, Unit 4383 will be sold at auction upon being replaced; and

WHEREAS, Staff recommends this purchase.

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

PART 1: That the city Council approves the purchase of the Heil Front Loader mounted on an Autocar ACX64 Chassis.

PART 2: The purchase is from Chastang's Bayou City Autocar in the amount of One Million, One Hundred Ninety Three Thousand, Eight Hundred Fifty Two Dollars and no/100's ($1,193,852.00) through BuyBoard Cooperative.

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

ADOPTED this 26th day of October, 2017

ATTEST:

City Secretary

Anthony Williams, Mayor

APPROVED:

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Abilene	QUOTE DATE:	9/14/2017
CONTACT	Cheri Carter	QUOTED BY:	John Chastang
PHONE:	325-676-6252	PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	cheri.carter@abilenetx.com	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2018 Autocar ACX64 with a Heil 40 cubic yard front load refuse body						
CONTRACT:	BuyBoard	PROPOSAL NO.	521-16	ITEM NO.	3	ITEM PRICE:	69720

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
Single LH Drive Cab
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost
5 Min. Engine idle shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS	COST
Cummins ISX 350HP Diesel Engine	18970
Allison 4500 Series Transmission	13520
Auxiliary Load Cushions	1960
46,000 Rear Axle	6630
Severe Duty Main Frame	5120
LED Headlamps	1355
Trans Refuse Vocational Programming	8730
46,000 Rear Suspension	7410
Double Frame	3965
Non-default Wheelbase	2452
Refuse/Landfill Suspension Pkg	3597
Front engine pto adapter	1680
Central Air Drain Manifold	365
Air Tanks Inside Frame Rails	547
Heated Air Dryer	275

PUBLISHED OPTIONS	COST
Engineering chassis layout & design	3450
Trans Auto Neutral Function	1963
Front End Loader LED Turn Signal Pkg	365
16.5x7 Refuse Front Brakes	972
16.5x8.62 Rear Brakes	1256
Steel Battery Box w. Alum. Lid	470
22,000 # Front suspension	3120
Integrated Body Control Compartment	2945
AM/FM CD Stereo Radio	593
5 Year Cummins ISX Warranty	3995
5 Year Transmission Warranty	3250
Floor Plan (46/day)	4140
Good customer discount	-2932
CHASSIS OPTIONS	100163
CHASSIS TOTAL	169883

BODY EQUIPMENT

BODY VENDOR:	Heil of Texas	PROPOSAL NO.	516-16	ITEM NO.		ITEM PRICE:	128480
BODY MFG:	Heil	MODEL:	HHP-40	TYPE:	Front Load	CAPACITY:	40 cu. Yd.

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	128480

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	180-200 Days A.R.O.

UNIT PRICE	298363
QUANTITY	4
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	$ 1,193,852.00

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
FRONTLOADER

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Miscellaneous Repair Costs	PM Costs	Tire Costs	Total Maintenance Costs	Disposal Method
4383	Solid Waste	11	Peterbilt/ Wittke	320/ Superduty	99,000	6,940	$85,684.55	$14,332.85	$24,417.37	$124,434.77	Auction

Replacement Reasoning
Meets age requirement. This unit caught fire on 08/27/17. The repair estimate is over $95,000. Replacing the unit would be more prudent.

CO-OP Purchase For Four Frontloader Trucks Assigned to Solid Waste

October 26, 2017

CITY OF ABILENE TEXAS

Frontloader Trucks For Solid Waste

- Three units are newly budgeted items for Solid Waste program expansion.
- Replacing one unit that caught fire and was parked prior to is planned replacement.

SUPERDUTY
CITY OF ABILENE
SOLID WASTE SERVICES
4383
4383

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Honorable Mayor and members of the City Council**

FROM: **Robert Hanna, City Manager**

SUBJECT: **Resolution: Receive a report, hold a discussion and provide staff direction/take action on the creation of a Citizen's Advisory Board for People with Disabilities *(Robert Hanna)***

GENERAL INFORMATION

Mayor Williams has asked the City Manager to place an item on the agenda allowing the creation of a citizen's advisory board for people with disabilities. The attached resolution would create said board.

The purpose of the Board is to serve as a point of contact and a voice for the residents of the City of Abilene to the City Council concerning matters of accessibility, use, and benefit to persons with disabilities, to review and discuss matters referred to the Board by the City Council and the City Manager, and to provide recommendations to the City Council.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends adoption of the resolution as written.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ESTABLISHING THE CITIZEN'S ADVISORY BOARD FOR PEOPLE WITH DISABILITIES.

WHEREAS, the City of Abilene seeks to build and maintain a community of the highest quality for present and future generations; and

WHEREAS, the City of Abilene must fully understand the barriers to access for those citizen who are disabled; and

WHEREAS, a Citizen's Advisory Board for People with Disabilities will serve as an advisory board and a voice for those with disabilities to help shape and craft a more accessible community,

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

PART 1: That there is hereby established the **Citizen's Advisory Board for People with Disabilities** for the City of Abilene, Texas.

PART 2: That the purpose of the Board is to serve as a point of contact and a voice for the residents of the City of Abilene to the City Council concerning matters of accessibility, use, and benefit to persons with disabilities, to review and discuss matters referred to the Board by the City Council and the City Manager, and to provide recommendations to the City Council.

PART 3: That the Board shall be comprised of seven (7) voting members, who will be appointed by an affirmative vote of at least four members of the City Council. All voting members of the board shall be residents of the City of Abilene.

PART 4: That the Americans with Disabilities Act Coordinator for the City of Abilene, or his or her designee, shall be an ex officio, non-voting member of the Board and may act in an advisory capacity to the Board.

PART 5: That the Board shall follow the Rules of Procedure adopted by the City Council, as applicable, for its rules of procedure, except as may be modified by this Resolution.

PART 6: That the Board shall meet as requested by the City Council or City Manager, but in any event shall meet in January and July of each year.

PART 7: That this Resolution takes effect immediately upon its adoption.

ADOPTED this __th day of October, 2017.

ATTEST:

_____
City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Kent Sharp, CEO of the Development Corporation of Abilene, Inc.**

SUBJECT: **Resolution: Development Corporation of Abilene, Inc.'s Project with Hardin-Simmons University (HSU) including Sale of AbLabs Facility at 1325 Pine St., the Adjacent Parking Lot at 1342 Walnut St., and Equipment Located thereon *(Kent Sharp)***

GENERAL INFORMATION

The Development Corporation of Abilene, Inc. (DCOA) is authorized by the Development Corporation Act of 1979, as revised, to provide financial assistance to public entities in order to facilitate new and additional job training opportunities, which will help provide employment for Abilene area residents and provide a labor pool for local businesses and industry. Assistance shall thereby contribute to the economic development of Abilene.

Hardin-Simmons University (HSU) is a private, four year institution of higher learning that provides an academically challenging undergraduate education based on a liberal arts foundation. It also advances scholarly growth by offering specialized graduate and professional degree programs, including physical therapy. The Department of Physical Therapy, founded in 1995, was the FIRST private school in Texas to offer the entry-level physical therapy degree, the first to offer the Doctor of Physical Therapy degree (DPT) and the first to offer the post-professional transitional DPT (t-DPT) degree. HSU's post-professional t-DPT program is designed for licensed physical therapists who desire to "upgrade" their entry-level education to the doctoral level. HSU PT accepts ~28 students/year ensuring personal attention in a caring community.

DCOA and HSU wish to enter into an agreement whereby the DCOA will sell land and a building located at 1325 Pine and 1342 Walnut ("Facility") plus all equipment located thereon to HSU for the purpose of HSU using this property as the primary facility to house their physical therapy school and scientific research related activities. HSU expects to increase the number of students enrolled in the physical therapy program and will relocate some HSU employees to this same location.

SPECIAL CONSIDERATIONS

DCOA estimates the value of land and building located at 1325 Pine and 1342 Walnut to be $2,250,000. HSU has officially offered $1,500,000 for this real estate and equipment located thereon in a cash sale transaction. The difference between the estimated value and the offered price is $750,000, which will be considered an incentive value for this economic development project.

DCOA board approved on October 17, 2017, setting a value on the building and land at $2,250,000. Also approved was an Agreement for Financial Assistance with HSU, which will include the sale to HSU of the

land, building and all equipment located thereon for $1,500,000 in cash. In exchange, HSU will execute a Promissory Note for $750,000 at 0% interest. Annual principal reductions shall be earned by HSU over a three-year period so long as HSU provides certification that the Facility is the primary location for its physical therapy program and HSU fulfills the performance terms of the Agreement for Financial Assistance in reference to the number of employment positions and students enrolled in the physical therapy program located at 1325 Pine St.

Closing of this transaction is anticipated on or around November 17, 2017.

FUNDING/FISCAL IMPACT

DCOA will receive $1,500,000 in a cash sale transaction from HSU and will take a $750,000 promissory note for the difference between the value of the building as set by DCOA of $2,250,000 and the cash price of $1,500,000. The promissory note shall reduce annually for three years in the amount of $250,000 as long as HSU fulfills the performance terms of the Agreement for Financial Assistance.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution authorizing DCOA's project with HSU as described herein.

BOARD OR COMMISSION RECOMMENDATION

DCOA board approved resolution DCOA-2018.06 on October 17, 2017, which authorizes this project as described herein.

ATTACHMENTS:

Description	Type
DCOAs Project with HSU Resolution	Resolution Letter
DCOA Resolution 2018.06	Backup Material
DCOAs Project with HSU Presentation	Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC. ("DCOA") AGREEMENT WITH HARDIN-SIMMONS UNIVERSITY ("HSU") TO INCLUDE DCOA SELLING TO HSU THE LAND AND A BUILDING LOCATED AT 1325 PINE ST. AND 1342 WALNUT ST. AND ALL EQUIPMENT LOCATED THEREON.

WHEREAS, DCOA is authorized by the Development Corporation Act of 1979 to provide financial assistance to public entities in order to facilitate new and additional employment training opportunities, which will help provide employment for Abilene area residents and provide a labor pool for local business and industry; and

WHEREAS, HSU is a private four year institution of higher education which provides an academically challenging undergraduate program and offers specialized graduate and professional degree programs, including physical therapy; and,

WHEREAS, the Department of Physical Therapy (PT) was founded in 1995 and offers the entry-level physical therapy degree, the Doctor of Physical Therapy degree (DPT) and the post-professional transitional DPT (t-DPT) degree; and,

WHEREAS, HSU's current PT school is located in a building with 13,500 sq. ft. which allows only 28 students/year; and,

WHEREAS, for HSU to optimize the PT program they are in need of adequate space to admit 50 students/year and provide lab space for undergraduate medical student research programs; and,

WHEREAS, construction of the Abilene Life Sciences Accelerator (now known as AbLabs) at 1325 Pine was completed in mid-2010; and,

WHEREAS, AbLabs has not been utilized by a tenant since late 2015 when Texas Tech University Health Sciences Center (TTUHSC) tenants moved out; and,

WHEREAS, DCOA and HSU wish to enter into an agreement whereby the DCOA will sell the land and building located at 1325 Pine and 1342 Walnut ("Facility") to HSU for the purpose of HSU relocating its physical therapy program to the Facility, which will be the primary location for HSU's physical therapy program, and for conducting certain scientific research related activities; and,

WHEREAS, HSU expects to increase the number of students enrolled in the physical therapy program and will relocate some HSU employees to the Facility; and,

WHEREAS, on October 17, 2017, DCOA approved resolution DCOA-2018.06 setting a value for the Facility at $2,250,000.00 and authorizing an Agreement for Financial Assistance with HSU, which will include selling to HSU the land and building located at 1325 Pine Street and 1342 Walnut Street and all equipment located thereon for $1,500,000.00 in cash; and,

WHEREAS, HSU will execute a Promissory Note for $750,000.00 (the difference between the set value of $2,250,000.00 and the offer price of $1,500,000.00) at 0% interest with annual principal reductions earned over a three-year period, as an incentive for this economic development project; and,

WHEREAS, closing of this transaction is anticipated on or around November 17, 2017; and,

WHEREAS, the DCOA board requests the City Council approve the DCOA's project with HSU to include selling to HSU the building and land located at 1325 Pine St. and 1342 Walnut St. and all equipment located thereon.

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

PART 1. That the DCOA's project with HSU is hereby approved, which includes selling to HSU the land and building located at 1325 Pine Street and 1342 Walnut Street in Abilene, Texas and all equipment located thereon for $1,500,000.00 in cash, conditioned upon HSU executing a Promissory Note for $750,000 and an Agreement for Financial Assistance.

PART 2. That this Resolution takes effect immediately upon its passage.

ADOPTED this the 26th day of October, 2017.

ATTEST:

_____
_____, Interim City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. DCOA-2018.06

A RESOLUTION OF THE DEVELOPMENT CORPORATION OF ABILENE, INC. (DCOA), ABILENE, TEXAS AUTHORIZING AN AGREEMENT FOR HARDIN SIMMONS UNIVERSITY (HSU) TO PURCHASE LAND AND A BUILDING LOCATED AT 1325 PINE AND 1342 WALNUT.

WHEREAS, DCOA is authorized by the Development Corporation Act of 1979 to provide financial assistance to public entities in order to facilitate new and additional employment training opportunities, which will help provide employment for Abilene area residents and provide a labor pool for local business and industry; and

WHEREAS, HSU is a private four year institution of higher education which provides an academically challenging undergraduate program and offers specialized graduate and professional degree programs, including physical therapy; and,

WHEREAS, the Department of Physical Therapy (PT) was founded in 1995. The PT department offers the entry-level physical therapy degree, the Doctor of Physical Therapy degree (DPT) and the post-professional transitional DPT (t-DPT) degree; and,

WHEREAS, HSU's current PT school is located in a building with 13,500 sq. ft. which allows only 28 students/year; and,

WHEREAS, for HSU to optimize the PT program they are in need of adequate space to admit 50 students/year and provide lab space for undergraduate medical students research programs; and,

WHEREAS, in early 2009, the DCOA was approved by the National Development Council (NDC) for a New Markets Tax Credit (NMTC) allocation in the amount of $10 million ($3.9 million in actual tax credits) that netted an additional $2.6 million for investment into the project to assist with construction and purchase of biotech research equipment for both locations; and,

WHEREAS, a new entity was formed called the Abilene Life Sciences Foundation, Inc. (ALSF), a Texas non-profit consisting of five board members; and

WHEREAS, a donor conveyed a 6,000 sq. ft. building at 842 Pine to the DCOA in 2008 and construction of the Abilene Life Sciences Accelerator (ALSA) at 1325 Pine was completed in mid-2010; and,

WHEREAS, to facilitate the process, the DCOA board sold 842 Pine, 1325 Pine and the equipment therein, plus 1342 Walnut (AbLabs parking lot) to ALSF for the amount of $7,039,296 with DCOA retaining a first lien on the property and becoming the Leverage Lender in the deal; and,

WHEREAS, ownership of all three properties (including the parking lot for 1325 Pine St.) was conveyed to the ALSF along with some of the equipment, and the ALSF and DCOA signed a Master Lease agreement that allowed the DCOA to market the ALSA (now known as AbLabs) and negotiate sub-leases with tenants; and,

WHEREAS, Texas Tech University Health Sciences Center ("TTUHSC") currently occupies the entire structure at 842 Pine, while 1325 Pine is empty after TTUHSC moved out in late 2015; and,

WHEREAS, on April 25, 2016, the board approved Resolution 2016.14 authorizing the transactions necessary to unwind the NMTC deal from 2009, and also approving up to $185,637 to payoff Note C in the amount of $150,000, $29,637 to purchase the remaining interest in the Investment Fund, and $6,000 for legal fees; and

WHEREAS, On April 29, 2016, at a total cost to the DCOA of $116,616.21; 1) DCOA purchased 100% of the interest in the investment fund (Put Option) for $29,637, 2) two of the three loans totaling $9,650,000 (Note A for $7,039,296 and Note B for $2,610.704) were assigned to the DCOA, with the Abilene Life Sciences Foundation as debtor, 3) Note C in the amount of $150,000 was paid off by ALSF with funding assistance from the DCOA in the amount of $75,979, and 4) DCOA paid legal fees of $11,000 to facilitate the unwind; and

WHEREAS, the ALSF board met on September 8, 2016, and approved a resolution which authorizes; 1) the transfer of 1325 Pine, 1342 Walnut and 842 Pine Street properties by special warranty deed and all of its biotech research equipment by Equipment Bill of Sale in exchange for the cancellation by DCOA of ALSF's debt consisting of Note A in the principal sum of $7,309,296, and Note B in the principal sum of $2,610,704, 2) termination of the Master Lease Agreement with the DCOA for operations and management of the properties and equipment, and 3) filing a Certificate of Termination with the Texas Secretary of State, which dissolved the ALSF; and,

WHEREAS, HSU wishes to enter into an agreement whereby the DCOA will sell the land and building located at 1325 Pine and 1342 Walnut ("Facility") to HSU for the purpose of HSU using these facilities as the primary location for their physical therapy school and certain research related activities related to science. HSU expects to increase the number of students enrolled in the physical therapy school and will have HSU employees housed at this same location; and,

WHEREAS, Staff request the DCOA to set a value on the building and land located at 1325 Pine Street and 1342 Walnut Street at $2,250,000. HSU has officially offered $1,500,000 for this real estate in a cash sale transaction. The difference between the estimated value and the offered price is $750,000, which will be considered an incentive value for this economic development project

NOW THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT CORPORATION OF ABILENE, INC., ABILENE, TEXAS, THAT:

PART 1. DCOA hereby authorizes the DCOA to enter into an Agreement for Financial Assistance with HSU, which will include selling to HSU the land and building located at 1325 Pine Street and 1342 Walnut Street in Abilene, Texas for $1,500,000.00 in cash, conditioned upon HSU executing a Promissory Note for $750,000 at 0% interest that is secured by a University Guarantee. Closing of this transaction is anticipated on or around November17, 2017.

DCOA will receive $1,500,000.00 in a cash sale transaction from Hardin Simmons University and will take a $750,000 Promissory Note for the difference between the set value of the building of $2,250,000.00 and the cash price of $1,500,000.00. The $750,000.00 balance will be reduced annually for 3 years in the amount of $250,000 each year as along as Hardin Simmons fulfills the performance terms of the Agreement for Financial Assistance.

PART 2. Funding under this resolution is contingent upon execution of all necessary agreements. The funding commitment authorized under this resolution shall expire without notice 180 days from the date of adoption of same unless all required documents and agreements are executed prior to that expiration date or the commitment herein is extended in writing by the DCOA.

PART 3. The Chief Executive Officer of the Development Corporation of Abilene, Inc. is hereby authorized to negotiate, enter into and execute a final contract and all other related documents on behalf of the DCOA.

ADOPTED this the 17th day of October, 2017.

ATTEST:

Jack Rich
Secretary/Treasurer

Dave Copeland
President

APPROVED:

Mark Zachary, Attorney at Law

S:\DCOA\Resolution\2018\2018 06 Hardin Simmons University purchase of AbLabs 417-17.doc

DCOA Project with Hardin-Simmons University

Cash sale of AbLabs at 1325 Pine St., 1342 Walnut St., and all equipment located thereon.

DCOA & Hardin-Simmons University

Job Training

- HSU was first private school in Texas to offer entry-level physical therapy degree
- HSU was first in Texas to offer Doctor of Physical Therapy degree
- HSU was first in Texas to offer post-professional program for licensed physical therapists to upgrade to doctoral level
- PT program admits 28 students/year
- Graduate salaries start at around $70,000/year

DCOA & Hardin-Simmons University

Project

- AbLabs has about 22,500 sq ft of lab and classroom space
- DCOA considers value of property to be $2,250,000
- HSU offered $1.5 million cash for building, parking lot and all equipment
- Promissory Note will be executed for difference of $750,000
- HSU will expand to admit 50 PT students/year & provide lab space for undergraduate medical student research programs

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Michael Rice, Director of Public Works**

SUBJECT: **Oral Resolution & Public Hearing: Application/Permit to Drill and/or Operate an Oil and/or Gas Well - Teal Exploration, LLC: "El Guapo #1", Permit No. 827705, located at 3350 N. Clack St.** ***(Michael Rice)***

GENERAL INFORMATION

Chapter 21, Oil and Gas, of the City of Abilene Code of Ordinances requires a permit for drilling and operating oil/gas wells within the city limits. As part of the review process, the City Council conducts a public hearing and then takes action to approve or deny the permit.

Teal Exploration, LLC of Abilene, Texas has submitted an application to drill the "El Guapo #1" well on property owned by Backporch Holdings, LLC, located at 3350 N. Clack St., as shown on the attached map. This well is being drilled under the applicant's 92.97 acre "El Guapo Lease".

This application has been reviewed and approved by City Staff. All owners of real property within 500 feet of the proposed site have been notified of this application and the City Council meeting to consider its approval, as required by City ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Because all prerequisites and requirements of Chapter 21, Oil and Gas; have been met, including no anticipated adverse effect on the health, safety and welfare of the public, staff recommends that the City Council vote to approve the application for this drilling permit and authorize the Mayor to execute permit # 827705 for Teal Exploration, LLC.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Permit	Cover Memo
Presentation	Cover Memo

CITY OF ABILENE

RECEIVED
SEP 26 2017
BY:

APPLICATION/PERMIT TO DRILL AND/OR OPERATE AN OIL AND/OR GAS WELL

Bond/Letter of Credit # See Exhibit 4 RRC Permit # 827705

1. Date 9/21/2017 Lease Name & Well No. : El Guapo #1

2. Applicant/Permit Holder Teal Exploration, LLC

   Address 1025 Oak Street, Abilene, TX 79602

   Phone 325-232-8965

3. Local 24 hour phone contact, in case of emergency:

   Name Koby Killion

   Phone 254-522-5829

4. Legal description of drill site including copy of survey by licensed surveyor: Survey plat should show the locations of any buildings, type of construction and use, including residences, within 200 feet of proposed drill site, and flood zone elevation lines (lines of 100 year floodplain and floodway) in relation to the proposed drill site.

   See Miscellaneous Exhibits

5. Applicant _____ IS/ x (IS NOT) requesting a variance, per sections 21-26 and 21-27 of Chapter 21 of the City of Abilene Code of Ordinances, Oil and Gas, to drill within 200 feet of any existing building or buildings.

   The proposed well location _____ IS/ x (IS NOT) within 200 feet of any residence or residences. If the proposed well location IS within 200 feet of any residence or residences, applicant should attach a list of the names of the owners of each residence corresponding to each address lying within a 200 foot radius of the proposed well location, indicating their approval/disapproval of the proposed well location.

   The notarized written consent of the owner of each residence within a 200 foot radius of the proposed well location should be attached to this application.

   Applicant should also attach copies of documentation of any granted exceptions to the Railroad Commission's statewide spacing rules that apply to the proposed well.

6. Proposed date to commence drilling Upon Approval of Permit

   The height of the rig used to drill/re-enter this well will be approximately 105 feet.

7. Proposed depth of well 3,000 feet

   This well is planned/anticipated to be primarily an (OIL) x or GAS_____ well.

8. Attached as **EXHIBIT 1** the names of the
   (a) Surface owners
   (b) Mineral owners
   (c) Royalty owners

9. Attached as **EXHIBIT 2** approved Railroad Commission Form W-1 including required plat of lease and approval letter from Texas Water Development Board.

10. Attached as **EXHIBIT 3** a Certificate of Insurance evidencing the applicant as insured under the following:

Type		Amount
(1)	Workers Compensation (where Required by State law)	Statutory
	Employer's Liability	$100,000
(2)	Comprehensive General Public Liability to include (but not Limited to):	$1 million – per Occurrence for Property Damage OR
	a) Premises/Operations	Combined single limit
	b) Independent Contractors	million – Per Occurrence
	c) Personal Injury Liability	
	d) Products/Completed Operations	
	e) Contractual Liability	
	f) Coverage for Explosion, Collapse, and Underground Property Damage (to include seepage, pollution and contamination coverage)	

Said Insurance Policy must insure all activities contemplated under this permit application and must be in effect at all times during production operations. The City must be notified 30 days prior to cancellation of insurance coverage and City shall be named as additional insured.

11. Indemnity

A. Definitions

For the purpose of this section the following definitions apply:

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

"Applicant/Permit Holder's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Applicant/Permit Holder.

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

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

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

(i) injury or damage to any property or right

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

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

The Applicant/Permit Holder is an independent Applicant/Permit Holder and is not, with respect to its acts or omissions, an agent or employee of the City.

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

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

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

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

12. Attached as **EXHIBIT 4** - $10,000 performance bond or an Irrevocable Letter of Credit from a Federally insured bank to meet the performance payment, penalty, abandonment and other provisions as required by City Council and by the Oil/Gas Ordinance, Chapter 21 of the City Code of Ordinances (This amount may be raised in appropriate circumstances).

13. Special requirements for this permit, if any, as set by City Council (drill site lighting, pits/tanks, hours of operation, fencing, buried lines, approved truck routes, noise buffers, pump type, etc.). Attachment Exhibit A .

14. The City of Abilene has required standards for drilling and production as provided by Chapter 21 of City Code, Oil and Gas Ordinance. Applicant/Permit Holder shall observe and obey all federal, state, and local laws and regulations. Violation of these or any requirements imposed by ordinance or the City Council will result in the termination of the permit.

15. By signing this application/permit, Applicant/Permit Holder certifies that he has received and read City code provisions, Chapter 21, Oil and Gas Ordinance.

16. THIS PERMIT EXPIRES SIX (6) MONTHS FROM THE DATE OF CITY COUNCIL APPROVAL. Actual drilling must commence within six (6) months from that date. Cessation of drilling or production for thirty (30) days shall cancel this permit.

17. If the City owns any mineral interest in the location of the proposed well, this permit is subject to compliance with an oil and gas lease obtained from the City.

18. The City Land Agent's office shall be notified prior to commencement of drilling operations.

19. If operation of the well is transferred, the City shall be notified in writing thirty (30) days prior to the transfer of the lease.

20. Applicant/Permit Holder shall make full payment for any and all damages or losses to City's Surface Lessee if the property is City owned, which shall include but not be limited to damages to and/or loss of crops, livestock, or improvements or a part thereof which loss may be the result of the Applicant's/Permit Holder's negligence or use of land.

21. This Application, upon approval, shall become the Drilling Permit.

THIS PERMIT IS NOT TRANSFERRABLE OR ASSIGNABLE

Signature:		**Date:**
_____	Review & Approval of Planning Director	10/3/17
_____	Review & Approval of Airport Director	9/28/17
_____	Review & Approval of City Engineer	10/4/17
_____	Review & Approval of Water Director	10/3/17
_____	Review & Approval of Stormwater Administrator	10/04/2017
_____	Review & Approval of Risk Manager	10/12/17
_____	Review & Approval of City Attorney	10/4/17
_____	Review & Approval of Land Agent	9/27/17

This permit issued this _____ day of _____ 20__.

CITY OF ABILENE **ATTEST:**

_____ _____

MAYOR **City Secretary**

City Seal:

Teal Exploration, LLC

Applicant/Permit Holder **ATTEST: (If Corporation)**

By: _____ _____

Koby Killion Secretary

Manager

Title Corporate Seal

EXHIBIT A

SPECIAL REQUIREMENTS

TEAL EXPLORATION, LLC

EL GUAPO #1:

1. DURING SITE PREPARATION AND DRILLING ACTIVITIES, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO INSTALL AND MAINTAIN TEMPORARY SECURITY FENCING AND EMPLOY ANY OTHER NECESSARY, REASONABLE AND PRUDENT SECURITY MEASURES, IN ORDER TO RESTRICT OPEN PUBLIC ACCESS TO THE SITE.

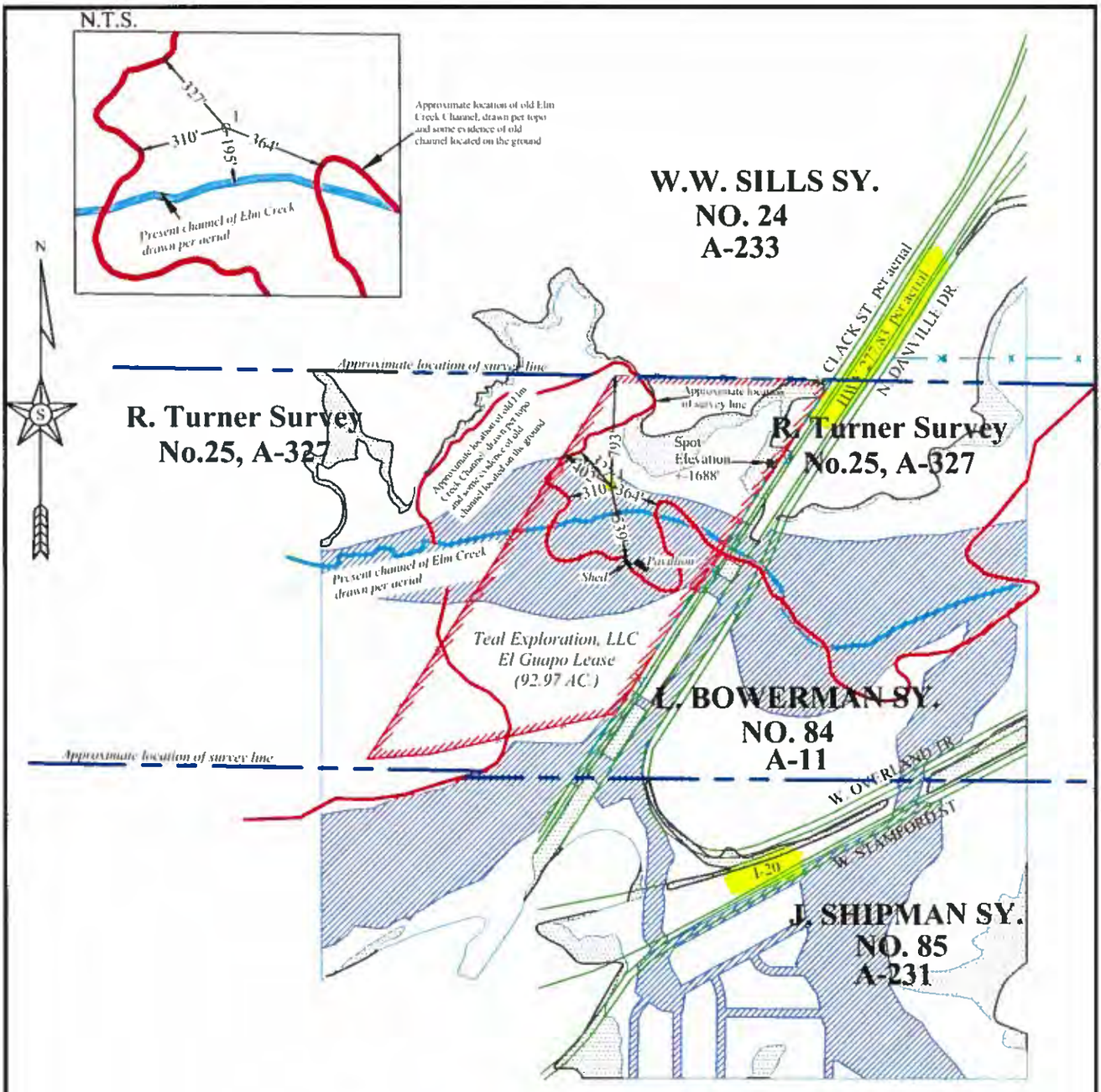
2. IF OIL PRODUCTION IS OBTAINED FROM THIS WELL, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO INSTALL AND MAINTAIN ADEQUATE & PERMANENT SECURITY FENCING AROUND THE PUMPING UNIT/WELLSITE, FOR THE LIFE OF THIS WELL, INCLUDING THE TANK BATTERY IF THE TANK BATTERY IS LOCATED ON SITE.
   THE APPLICANT/PERMITTEE/OPERATOR AGREES TO EMPLOY ALL NECESSARY, REASONABLE AND PRUDENT MEASURES TO RESTRICT OPEN PUBLIC ACCESS TO THE PUMPING UNIT, WELLSITE AND TANK BATTERY LOCATION.

3. BECAUSE THE WELL IS LOCATED WITHIN THE FLOODWAY OF ELM CREEK, A FLOODPLAIN / FLOODWAY ANALYSIS WAS REQUIRED TO BE PERFORMED FOR THE WELL LOCATION AND A FLOODPLAIN / FLOODWAY DEVELOPMENT PERMIT OBTAINED FOR THE LOCATION. **ATTACHED TO AND MADE PART OF THIS PERMIT IS FLOODPLAIN / FLOODWAY DEVELOPMENT PERMIT NO. 092017, PERMIT APPROVAL DATE 9/20/17. THE CONDITIONS AND REQUIREMENTS OF FLOODPLAIN / FLOODWAY DEVELOPMENT PERMIT NO. 092017 MUST BE MET AND FOLLOWED FOR THIS WELL LOCATION.**

4. BECAUSE THE DRILLSITE IS LOCATED WITHIN A F.E.M.A. SPECIAL FLOOD HAZARD AREA, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO USE MOBILE STEEL TANKS (PITS) FOR THE CUTTINGS FROM THE WELLBORE. EARTHEN PITS WITH BERMED WALLS MAY BE USED FOR THE DRILLING MUD AND WATER, BUT MUST BE LINED.

5. THE CITY OF ABILENE LAND MANAGEMENT OFFICE MUST BE NOTIFIED AT LEAST TWO BUSINESS DAYS PRIOR TO COMMENCEMENT OF DRILLING OPERATIONS.

TEAL EXPLORATION, LLC
"EL GUAPO #1"
LOCATION MAP
Teal Exploration, LLC
"El Guapo #1" drillsite location
ELM CREEK
Backporch Holdings, LLC
Mark & Meredith Powell
Surface Owner & Mineral Owner
HWY 83-277
1" = 500'
© 2017 Google
I-20



LOC. IS 3.6 MILES NORTHWEST OF ABILENE, TX
LOC. IS 327' FNWL & 310' FSWL OF R. TURNER SY., NO.24, A-327
LOC. IS 402' FNWL & 793' FROM CLOSEST CORNER OF THE LEASE
LOC. N-6864399 E-1578024 NAD 83
LOC. X-1301342 Y-307859 NAD 27
LAT. 32.492304° LONG. -99.766479° NAD83
LAT. 32°29'332.29" LONG. -99°45'59.32" NAD 83
LAT. 32.492180° LONG. -99.766112° NAD 27
LAT. 32°29'31.85" LONG. -99°45'58.00" NAD 27
ELEVATION: 1681'

Base Flood Elevation at position of #1 Location is Approximately 1684.7'

Proposed location is located within the city limits of abilene. The flood way is shown on this plat as per FEAM maps. This location is 539' from the closest structure, located just south of this proposed location per aerial.

1. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR LEASE LINES, EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE. CONTRACTORS ARE RESPONSIBLE FOR LOCATING ALL EASEMENTS
2. NOTE: FOR SURVEY CONSTRUCTION, CORNER DESCRIPTIONS AND RECORD REFERENCES, SEE SUPPORTING DOCUMENTS IN FILE
3. THE ABOVE SKETCH REPRESENTS THE LOCATION AS STAKED ON THE GROUND AND IS FOR PERMIT PURPOSES ONLY. THE LEASE OUTLINE IS BASED ON RECORD DATA PROVIDED BY THE CLIENT

LEGEND:
SURVEY LINE
EL GUAPO LEASE 92.97 AC
PROPOSED LOCATION
FENCE LINE
FLOODWAY
FLOODPLAIN
Approximate location of original Elm Creek Channel and Original Survey line based from Quad Map overlaid upon actual located positions of the creek on the ground.
APPOX. PRESENT ELM CREEK CHANNEL

ABILENE WEST QUAD
1000' 0 1000'

STATE OF TEXAS
REGISTERED
ERIC BRENNAN
5560
PROFESSIONAL
LAND SURVEYOR

ERIC BRENNAN, TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 5560

TEAL EXPLORATION, LLC
EL GUAPO LEASE
#1 LOCATION

OWEN SURVEYING CO.
FIRM #10069000 WWW.OWENSURVEYING.COM
110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424
PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

LOCATION PLAT TAYLOR COUNTY
DRAWN BY: CH CHECKED BY: EB

Scale	Date	Plat Number
1" = 1000'	07-13-2017 Rev 07-26-2017 Amended 07-31-2017	TAY-61LI

EXHIBIT 1

(City of Abilene - El Guapo #1)

Surface Owner:

Backporch Holdings, LLC

7474 Gooseberry Court

Parker, CO 80134-5452

Mineral/Royalty Owner:

Backporch Holdings, LLC

7474 Gooseberry Court

Parker, CO 80134-5452

Exhibit 2

RAILROAD COMMISSION OF TEXAS

OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
827705	Jun 22, 2017	* 7B
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-441-34563	Jun 12, 2017	TAYLOR
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Vertical	92.97

OPERATOR 840876

TEAL EXPLORATION, LLC

3517 N 6TH ST
ABILENE, TX 79603-0000

NOTICE

This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.

District Office Telephone No:

(325) 677-3545

LEASE NAME	WELL NUMBER
EL GUAPO	1
LOCATION	**TOTAL DEPTH**
3.5 miles NW direction from ABILENE	4999

Section, Block and/or Survey

SECTION 25 BLOCK ABSTRACT 327

SURVEY TURNER, R

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
270 ft. S (RIVER) 3860 ft. E (RIVER)	390 ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
390 ft. W 895 ft. N	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
TAYLOR COUNTY REGULAR	92.97	4,999	1	7B
EL GUAPO	390		0	
WILDCAT	92.97	4,999	1	7B
EL GUAPO	390		0	
TAYLOR COUNTY REGULAR (GAS)	92.97	4,999	1	7B
EL GUAPO	390		0	

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

Exhibit 2

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
827705	Jun 22, 2017	* 7B
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-441-34563	Jun 12, 2017	TAYLOR
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Vertical	92.97

OPERATOR 840876

TEAL EXPLORATION, LLC

3517 N 6TH ST
ABILENE, TX 79603-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(325) 677-3545

LEASE NAME	WELL NUMBER
EL GUAPO	1
LOCATION	**TOTAL DEPTH**
3.5 miles NW direction from ABILENE	4999

Section, Block and/or Survey

SECTION 25 BLOCK ABSTRACT 327

SURVEY TURNER, R

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
270 ft. S (RIVER) 3860 ft. E (RIVER)	390 ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
390 ft. W 895 ft. N	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

Exhibit 2

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

SWR #13 Formation Data

TAYLOR (441) County

Formation	Shallow Top	Deep Top	Remarks	Geological Order	Effective Date
COLEMAN JUNCTION	600	1,400	corrosive, SW flow	1	12/17/2013
FLIPPEN	2,320	2,580	disposal	2	12/17/2013
UNIDENTIFIED-COUNTY REGULAR	2,450	4,320	disposal	3	12/17/2013
SADDLE CREEK	2,250	2,250	disposal	4	12/17/2013
COOK	2,190	2,430	disposal	5	12/17/2013
HOPE LIME	2,570	2,570	disposal	6	12/17/2013
KING SAND	2,020	2,020	disposal	7	12/17/2013
CISCO	2,230	3,990	disposal	8	12/17/2013
SWASTIKA	3,220	3,220	disposal	9	12/17/2013
PALO PINTO LIME	2,680	4,100	disposal	10	12/17/2013
CANYON REEF	3,200	4,320	disposal	11	12/17/2013
HOPE SAND	2,400	2,400	disposal	12	12/17/2013
ELLENBURGER	4,510	6,000	disposal	13	12/17/2013
CAMBRIAN SAND	5,500	5,800	disposal	14	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info

GROUNDWATER PROTECTION DETERMINATION **Form GW-2**

Groundwater Advisory Unit

Date Issued:	25 July 2017	**GAU Number:**	173665

Attention:	TEAL EXPLORATION, LLC 3517 N 6TH ST ABILENE, TX 79603	**API Number:**	
		County:	TAYLOR
		Lease Name:	EL GUAPO
		Lease Number:	
Operator No.:	840876	**Well Number:**	1
		Total Vertical Depth:	4999
		Latitude:	32.492180
		Longitude:	-99.766112
		Datum:	NAD27

Purpose: New Drill

Location: Survey-TURNER, R.; Abstract-327; Section-25

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to a depth of 150 feet must be protected.

This recommendation is applicable for all wells drilled in this Section 25 and Section 84.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 07/21/2017. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2 Rev. 02/2014 P.O. Box 12967 Austin, Texas 78771-2967 512-463-2741 Internet address: www.rrc.texas.gov

Exhibit 2

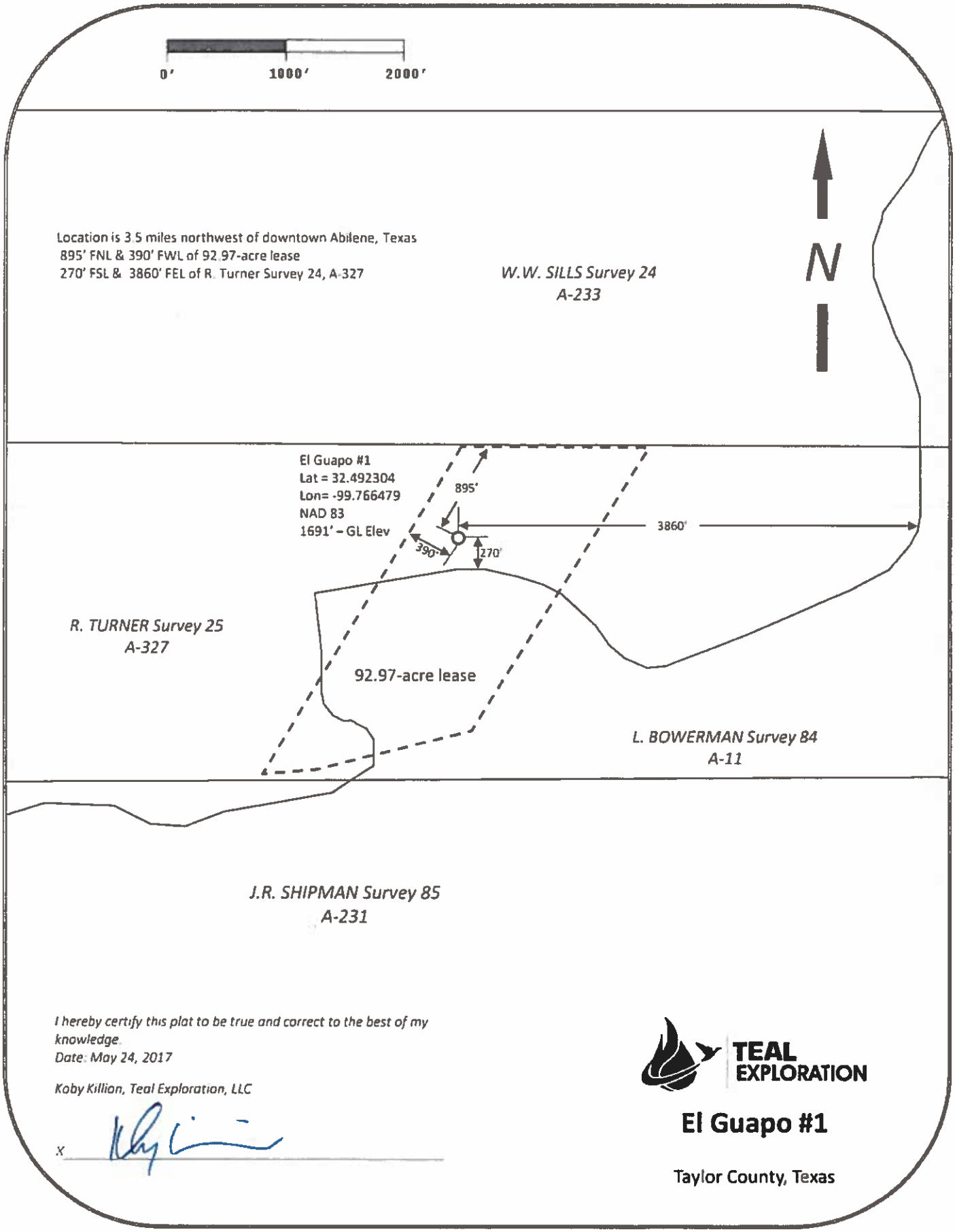

0'
1000'
2000'
N
Location is 3.5 miles northwest of downtown Abilene, Texas
895' FNL & 390' FWL of 92.97-acre lease
270' FSL & 3860' FEL of R. Turner Survey 24, A-327
W.W. SILLS Survey 24
A-233
El Guapo #1
Lat = 32.492304
Lon= -99.766479
NAD 83
1691' – GL Elev
895'
3860'
390'
270'
R. TURNER Survey 25
A-327
92.97-acre lease
L. BOWERMAN Survey 84
A-11
J.R. SHIPMAN Survey 85
A-231
I hereby certify this plat to be true and correct to the best of my knowledge.
Date: May 24, 2017
Koby Killion, Teal Exploration, LLC
X
TEAL EXPLORATION
El Guapo #1
Taylor County, Texas

Exhibit 3

TEALE-2 OP ID: SJ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Perry Hunter Hall, Inc. P.O. Box 1400 Abilene, TX 79604 James J. Bryant	CONTACT NAME Ronny Jaye Bryant PHONE (A/C, No, Ext): 325-673-6414 FAX (A/C, No): 325-673-4413 E-MAIL ADDRESS
INSURED Teal Exploration, LLC 3517 North 6th Street Abilene, TX 79603	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A Bitco General Insurance Corp 20095 INSURER B Texas Mutual Insurance Company 22945 INSURER C INSURER D INSURER E INSURER F

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			CLP3647043	12/15/2016	12/15/2017	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			CAP3647044	12/15/2016	12/15/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			CUP2811270	12/15/2016	12/15/2017	EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	1,000,000
	DED X RETENTION $ 10,000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001317096	12/15/2016	12/15/2017	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability incls: GL3090-Automatic Additional Insured Coverage-Ongoing Operations - any person or organization who is required by written contract-ongoing operations; & 30-day advance notice of cancellation in favor of City of Abilene.

CERTIFICATE HOLDER CITYABI

City of Abilene
P. O. Box 60
Abilene, TX 79604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronny J. Bryant

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT 4

A $10,000 Performance Bond or Irrevocable Letter of Credit will be provided by the Applicant/Permit Holder upon approval granting of the permit by City Council, as allowed by the City's Oil and Gas Ordinance, Chapter 21, Section 21-32. The drilling permit will not be issued and drilling operations shall not be allowed to commence until the required Performance Bond or Irrevocable Letter of Credit, conditioned to fully comply with Chapter 21, Section 21-32 of the Oil and Gas Ordinance, is provided.

Miscellaneous Exhibits

- Radius Maps & Letters of Consent
- Emergency Response Plan
- Floodplain/Floodway Development Permit
- FIRM Plat
- Enprotec/Hibbs & Todd Study

Teal Exploration, LLC
"El Guapo #1" drillsite location
Darrel L. Smith Revocable Trust
Adjacent Surface Owner
ELM CREEK
500 Ft. Property Owner
Notification Radius
Backporch Holdings, LLC
Mark & Meredith Powell
Surface Owner & Mineral Owner
1" = 500'
©2017 Google

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: October 6, 2015

Lessor: Backporch Holdings, LLC, 7474 Gooseberry Ct., Parker, Colorado 80134

Lessee: Teal Exploration LLC, 3517 North 6th St., Abilene, Texas 79603

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described on the schedule attached hereto as Exhibit A ("leased premises") subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as identical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

X _____

Mark Powell, President - Backporch Holdings, LLC

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on July 13, 2017, 2017, by Mark Powell, President of Backporch Holdings, LLC.

_____
Notary Public, State of TEXAS

FLORENCE BOWLING
Notary Public, State of Texas
Comm. Expires 10-07-2020
Notary ID 13086493-0

EXHIBIT "A"

BEING 92.97 acres of land out of a 100 acre tract recorded in Volume 992, Page 826, Deed Records, out of the R. Turner Survey No. 25 and L. Bowerman Survey No. 84, Abilene, Taylor County, Texas, and described by meets and bounds as follows:

BEGINNING at a 3/8" iron rod, found by corner post for the NE corner of said 100 acre tract on the north boundary line of said R. Turner Survey No. 25 on the west ROW of US Highway 83/277 for the NE corner of this tract, from which the SE corner of said R. Turner Survey No. 25 bears S 31°58'49" W 3326.4 feet and S 88°55'52" W 687.9 feet;

THENCE S 31°58'49" W 2844.5 feet with the said west ROW of US Highway 83/277 to a 3/8" iron rod, set, for the SE corner of this tract;

THENCE S 76°18' W 1351.34 feet to a 3/8" iron rod, set, for a corner of this tract;

THENCE S 84°37' W 458.34 feet to a 3/8" iron rod, set, on the west boundary line of said 100 acre tract for the SW corner of this tract;

THENCE N 31°55'30" E 3267.06 feet to a point for the NW corner of this tract, same being the original NW corner of said 100 acre tract in the north boundary line of said R. Turner Survey No. 25;

Thence N 89°53'39" E 1548.19 feet along the north boundary of said R. Turner Survey No. 25 to the POINT OF BEGINNING, and containing 92.97 acres of land, more or less.

CONSENT TO DRILLING OPERATIONS

(By Adjacent Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: LARRY D. SMITH Independent Executor u/w/o DARREL L. SMITH, deceased and LARRY D. SMITH on behalf of THE DARREL L. SMITH REVOCABLE TRUST of 1701 N. Danville, Abilene, TX 79603.

Operator: TEAL EXPLORATION, LLC
3517 N. 6th Street
Abilene, Texas 79603

By Adjacent Surface Owner, named above, is the owner of the surface of the lands described below:

BEING 309.52 acres out of a 317.752 acre tract of land recorded in Volume 2063, Page 587, Official Public Records, Taylor County, Texas out of a 477.092 acre tract recorded in Volume 1276, Page 119, Deed Records Taylor County, Texas, out of the Robert Turner Survey 25, Taylor County, Texas and said 309.52 acre tract being more particularly described as follows:

BEGINNING at a 3/8" metal rebar found in the center of County Road 497, also known as Shirley Road for the Southwest corner of said Turner Survey and this tract;

THENCE N01°19'35"E with said road and the West line of said Turner Survey, 2833.07' to a 3/8" metal rebar found on the North side of an old 4" cedar fence corner post for the Northwest corner of said Turner Survey and this tract;

THENCE S88°25'00"E with the North line of said Turner Survey, at 1210.03' pass a 3/8" metal rebar found for the Southwest corner of a 306.21 acre tract recorded in Volume 1557, Page 785 of said Deed Records, at 5799.98' pass a 1/2" inside diameter metal pipe found for the Southeast corner of said 306.21 acre tract and the Southwest corner of a 143.61 acre tract recorded in Volume 1148, Page 394, said Deed Records and continue on a distance in all of 8226.97' to a 3/8" metal rebar found for the Northeast corner of this tract and the Northwest corner of a 92.97 acre tract recorded in Volume 1435, Page 415, Deed Records;

THENCE S33°36'30"W with the common line of this tract and said 92.97 acre tract 1333.00' to a point for the Southwest corner of this tract and said 317.752 acre tract and being the center of a 200' wide easement (New Elm Creek) to the City of Abilene, recorded in Volume 993, Page 86, said Deed Records, whence a ½" metal rebar set for reference bears S33°36'30"W 103.15';

THENCE S81°09'45"W with said New Elm Creek 1223.65' to a point for the beginning of a curve to the left whence a 3/8" metal rebar found for reference bears S08°08'30"W 87.00';

THENCE with the arc of said curve to the right having a radius of 1000.00', a chord bearing N88°50'14"W 347.30' and an arc distance of 349.07' to a point for a corner of this tract whence a ½" metal rebar set for reference bears S26°29'45"W 95.80';

THENCE N78°50'14"W 942.85' to a point for the beginning of a curve to the left whence a 3/8" metal rebar found for reference bears S32°00'30"W 90.98';

THENCE with the arc of said curve to the left having a radius of 650.00', a Chord bearing S70°09'46"W 669.55', a distance of 703.37' to a point for a corner of this tract whence a 3/8" metal rebar found for reference bears S69°09'00"E 99.36';

THENCE S39°09'46"W 372.21' to a point for a corner of this tract and the northeast corner of an 8.206 acre tract recorded in Volume 2283, Page 227, Official Public Records;

THENCE N88°11'05"W with the North line of said 8.206 acre tract at 109.97' pass a ½" metal rebar found for reference in the West bank of said New Elm Creek and continue on a distance in all of 1879.00' to a ½" metal rebar found on the West side of a 4 ½" metal pipe fence corner post for a corner of this tract and the northwest corner of said 8.206 acre tract;

THENCE S01°42'38"W 452.35' to a 3/8" metal rebar found on the Northwest side of a 4 ½" metal pipe fence corner post for a corner of this tract;

THENCE N88°27'30"W 1524.72' to a 3/8" metal rebar found for a corner of this tract and the Northwest corner of a 3.0 acre tract recorded in Volume 1985, Page 938 of the Official Public Records;

THENCE S01°31'17"W with the West line of said 3.0 acre tract 650.04' to a 3/8" metal rebar found on the South line of said Turner Survey in said Shirley Road for a corner of this tract;

THENCE N88°27'19"W with the South line of said Turner Survey and with said Shirley Road a distance of 772.63' to the point of beginning and containing 309.52 acres of land more or less.

For good and valuable consideration, Adjacent Surface Owner hereby consents to the drilling by Operator and its affiliates, successors and assigns for the well labeled, on the attached map, as the El Guapo #1. This consent may be filed with any governmental body having jurisdiction of the drilling of this well.

This consent is signed by the Adjacent Surface Owner as of 12th day, July, 2017.

Adjacent Surface Owner

LARRY D. SMITH Independent Executor u/w/o DARREL L. SMITH, deceased and LARRY D. SMITH on behalf of THE DARREL L. SMITH REVOCABLE TRUST

TEAL EXPLORATION, LLC

Operator No. - 840876

EL GUAPO #1

EMERGENCY RESPONSE PLAN

Permit No. – 827705
API No. – 42-441-34563

Surface Hole Location: 270' FSL & 3860' FEL
R. Turner Survey, Section 25, A-327
Taylor County, Texas

Projected TD: 3,000' MD / 3,000' TVD
Primary Objectives: Permian/Penn Sands

Directions:

From the intersection of IH-20 & US-277N in NW Abilene, head Northeast on US-277N/US-83N for 1.2 miles. Take the FM 2404 (Old Anson Rd) exit. Turn left (West) onto Old Anson Rd and travel under the overpass. Turn left (South) onto Clack St. and travel 0.8 miles to lease entrance on the west side of the road.

EMERGENCY CONTACT LIST

Operator:	TEAL EXPLORATION, LLC 3517 N. 6th Street Abilene, TX 79603	(325) 232-8965
	Koby Killion (Primary Contact) Vance Long Jason Long	(254) 522-5829 (325) 665-4080 (325) 668-0092
Regulatory:	Texas Railroad Commission, District 7B	(325) 677-3545
	RRC Operator #: 840876 API #: 42-441-34563 Drilling Permit #: 827705 Well Elevation: 1,681' GL Surface Hole Location: 270' FSL & 3860' FEL Bottom Hole Location: Same – Vertical Well Latitude/Longitude: 32.49230 / -99.76648 (NAD83)	
Surface Info:	Landowner Contact: Mark Powell	(325) 660-8458
Emergency Info:	**Dial 911 for Emergency**	
	Taylor County Sheriff	(325) 674-1301
	Abilene Fire Department	(325) 676-6676
	Abilene Police Department	(325) 673-8331
	Taylor County Highway Patrol	(325) 795-4012
	RRC 24 Hr Emergency Hotline	(512) 463-6788 Or (844) 773-0305
	Wild Well Control	(281) 784-4700
Drilling Contractor:	MOR Drilling #6 Richard Goble – Operations Manager	(325) 928-1098 (325) 928-1067

EMERGENCY PROCEDURES

Blowout While Drilling/On Bottom:

1. Space out the drillstring and sound the alarm
    a. Position the Kelly or top drive so that no tool joints are in the blowout preventors (BOPs)
    b. If possible, have the uppermost tool joint at connection height above the rotary table/rig floor
2. Shut down the rotary/top drive and the pumps
    a. Stop rotating
    b. Stop the mud pumps
3. Check for well flow. If well is flowing, continue with Step #4
4. Shut-in the well
    a. Close the designated BOP
    b. Ensure the choke is closed
    c. Verify the well is shut-in and the flow has stopped
5. Begin kill mud operations

Blowout While Tripping:

1. Sound the alarm
2. Stab the full open safety valve on the uppermost tool joint
3. Close the safety valve once it is properly made up
4. Space out the drillstring
6. Check for well flow. If well is flowing, continue with Step #6
7. Shut-in the well
    a. Close the designated BOP
    b. Ensure the choke is closed
    a. Verify the well is shut-in and the flow has stopped.
5. Begin kill mud operations

Fire or Explosion:

1. Stop all operations and secure the well, if required
2. Sound the alarm
3. Attempt to extinguish the fire using the nearest suitable means (water, CO2, foam, etc.) if you can do so safely
4. In the case of an uncontrollable fire, secure the well and evacuate all personnel upwind from the location and contact the Fire Department

Medical Evacuation:

1. Stop work immediately
2. Provide first aid to the injured person, as appropriate
3. Depending on the severity of the injury, either transport the injured person to the nearest Emergency/Urgent Care clinic or dial 911 for emergency services

FLOODPLAIN/FLOODWAY DEVELOPMENT PERMIT/APPLICATION

Application No. 092017 Date: September 20, 2017

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Land Development Code and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Texas.

Teal Exploration, LLC	07/31/2017	Teal Exploration, LLC	07/31/2017
Owner or Agent	Date	Builder	Date
3517 N. 6th St., Abilene, TX 79603		3517 N. 6th St., Abilene, TX 79603	
Address		Address	
325-232-8965		325-232-8965	
Phone		Phone	

SITE DATA

1 Legal Description Oil Pumping Unit Site - R. Turner Survey #25, A-327 (See attached plat)
Street Address N/A

2 Type of Development: Filling X Grading X Excavation ____ Minimum Improvement X
Routine Maintenance ____ Substantial Improvement ____ New Construction X Other ____

3 Description of Development: Installation of (1) oil well pumping unit above grade and related miscellaneous piping/equipment. Pumping unit pad will be constructed with limestone/concrete base such that pumping unit structure is at least 1 foot above the base flood elevation.

4. Premises: Structure Size 20 ft. By 20 ft. Area of Site Approx 400 sq. ft.
Principal Use Oil production/transportation Accessory Uses (storage, parking, etc.) N/A

5. Value of Improvement (fair market) $ N/A Pre-Improvement/Assessed Value of Structure N/A

6. Property Located in a Designated FLOODWAY? Yes X No ____

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (100-YEAR) FLOODWAY ELEVATIONS.

7 Property Located in a Designated Floodplain FRINGE? Yes ____ No X

8 Elevation of the 100-Year Flood (ID source) 1684.7 ft-msl per the attached FIRM plat & surveyor's plat NGVD/NAVD

9 Elevation of the Proposed Development Site 1685.7 (minimum) NGVD/NAVD

10. Local Ordinance Elevation/Floodproofing Requirement Structure(s) elevated minimum of 1 foot above Base Flood Elevation NGVD/NAVD

11. Other Floodplain Elevation Information (ID and describe source) N/A

12. Other Permits Required?

Corps of Engineer 404 Permit	Yes ____	No X	Provided ____
State Department of Natural Resources 401 Permit	Yes ____	No X	Provided ____
Environmental Protection Agency NPDES Permit	Yes ____	No X	Provided ____

All Provisions of Ordinance Number 3.2.11.5.1.DC, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 20th Day of September, 20 17

Signature of Developer/Owner

Koby Killion, P.E. - Manager of Teal Exploration, LLC
Print Name and Title

Authorizing Official

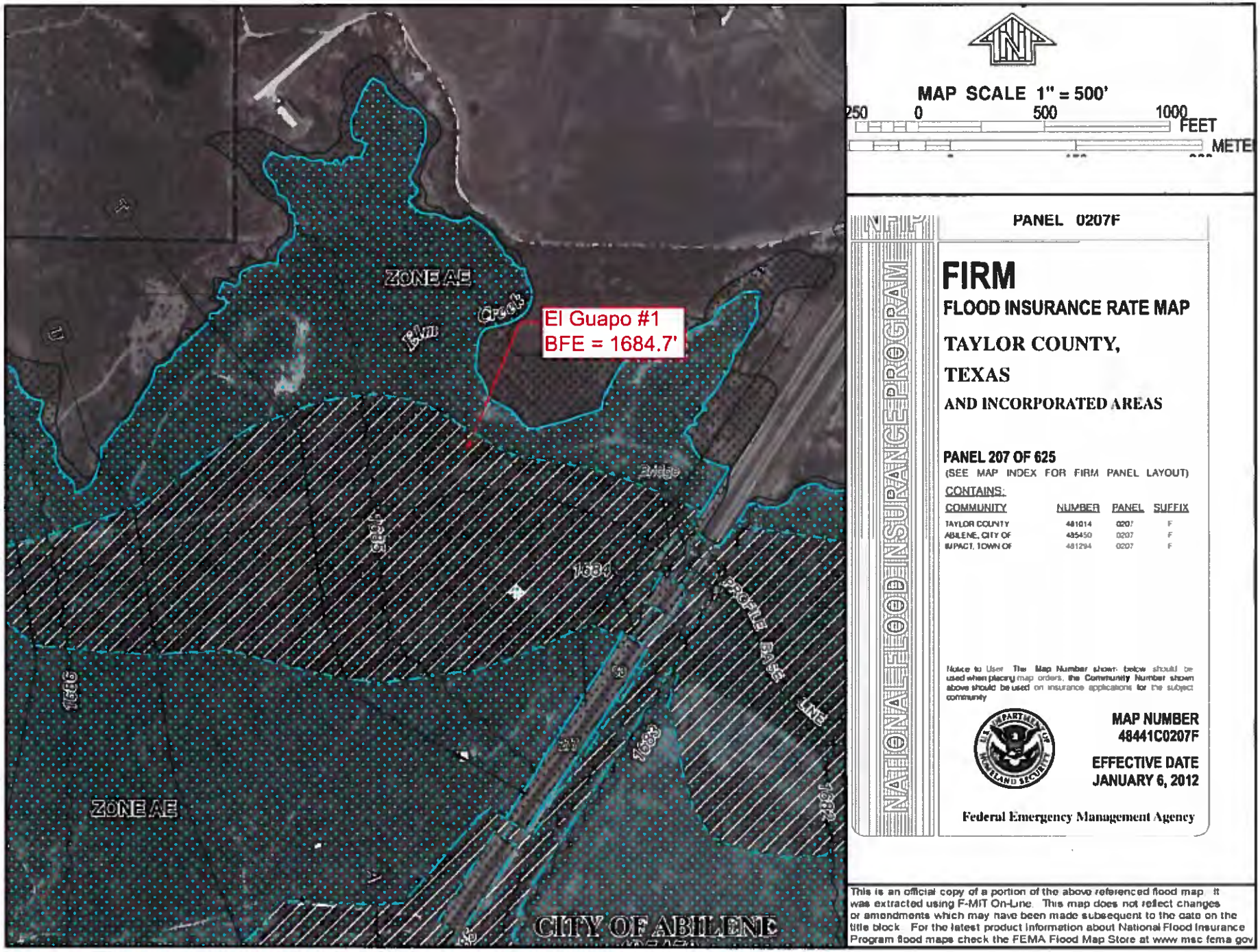
Larry G. Wright City Engineer/Floodplain Administrator
Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED N/A FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED 1 FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDTION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

*The flood proofing requirement was waived by the Board of Adjustments

(CITY OF ABILENE)
November 9, 2011


ZONE AE
El Guapo #1
BFE = 1684.7'
ZONE AE
CITY OF ABILENE
MAP SCALE 1" = 500'
250 0 500 1000
FEET
METE
PANEL 0207F
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
TAYLOR COUNTY,
TEXAS
AND INCORPORATED AREAS
PANEL 207 OF 625
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
TAYLOR COUNTY 481014 0207 F
ABILENE, CITY OF 485450 0207 F
IMPACT, TOWN OF 481294 0207 F
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.
MAP NUMBER
48441C0207F
EFFECTIVE DATE
JANUARY 6, 2012
Federal Emergency Management Agency
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Enprotec / Hibbs & Todd

September 20, 2017

City of Abilene
Public Works Department
555 Walnut Street
Abilene, Texas 79601
Attention: Larry Wright, P.E., City Engineer

Re: Flood Plain/Floodway Analysis for a Portion of Upper Elm Creek
Near U.S. Highway 277 / 83
Teal Exploration, LLC

Dear Mr. Wright

Enprotec/Hibbs and Todd, Inc (eHT) was retained by Teal Exploration, LLC to perform a flood plain/floodway analysis for the portion of Upper Elm beginning approximately 100 linear feet upstream of U.S. Highway 277/83 and extending upstream (to the west) approximately 2,500 linear feet. The analysis was completed in order to evaluate what effect the installation of an oil well pump jack unit and related equipment in the floodway of Swale-A would have on the established Base Flood Elevation (BFE) as shown on the effective Flood Insurance Rate Map (FIRM Panel No. 485450-0207-F Effective January 6, 2012). Per regulations regarding the regulatory floodway zones, any construction/development activities taking place within such zones cannot cause any rise to the established BFE.

The proposed project includes the installation of a well site (El Guapo No. 1) on the 65.56 acre parcel located north of Elm Creek near U.S. Highway 277/83 behind the Back Porch of Texas and the construction of a 12-foot to 15-foot wide gravel access roadway extending from an existing gravel road extending from Clack Street. Well installation will include the construction of a new oil production well (pump jack unit and related equipment) and transmission piping routed to the existing tank battery site. The pump jack unit will be placed in a permanently fenced enclosure approximately 20-feet, by 20 feet in size. The base of the pump jack unit will ultimately be elevated a minimum of 12 inches above the established BFE thru the placement of fill or other suitable method; therefore, none of the permanently installed equipment (except for the transmission piping) will be located below the established BFE. The proposed access roadway will be installed such that the finished grade of the road surface will not exceed the existing ground elevations as it passes through the floodway zone in order to minimize any impacts to the established BFEs.

The flood plain/floodway analysis was completed using a HEC-RAS model for the portion of Elm Creek extending between cross-section S and cross-section V as shown on the effective FIRM (refer to Exhibit 2). Two different model scenarios were created using HEC-RAS to simulate the existing site conditions and the proposed site conditions with the proposed pump jack unit (and related piping and equipment) in place. The hydraulic model was developed using the following assumptions and information:

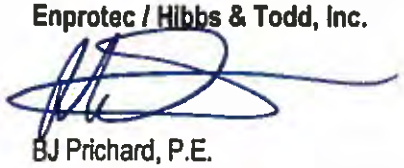
- Cross-sections were modeled using available topographic information obtained from the City of Abilene's existing Elm Creek flood plain models.
- Manning's roughness coefficients for the main channel sections and overbank areas were obtained from the 2012 City of Abilene Flood Insurance Study (FIS) and existing hydraulic models.
- Roughness coefficients for the main channel sections range between 0.040 and 0.090 while the overbank areas vary between 0.045 and 0.095 depending on the density of brush, trees, buildings and other obstructions.
- Ground cover was evaluated based on visual inspection and available aerial photographs.
- The slope of the main channel was calculated to be approximately 0.0013 ft/ft using available topographic data as well as the flood profiles found in the existing hydraulic models.
- BFE data and other relevant flood plain/floodway data were also obtained from the effective FIS.
- Boundary conditions for the model were established to match existing hydraulic models for both downstream and upstream conditions.

The Proposed Conditions scenario was developed by modifying the Existing Conditions geometry data to include the proposed oil well pump jack and related piping and appurtenances; which was simulated by inserting a permanently placed obstruction in to the model and by modifying the Manning's roughness coefficients to account for changes in ground cover at the appropriate cross-section(s). The overall results of the analysis are presented and compared in the attached Summary Output Tables (Exhibit 1). The data presented in these tables indicates that the construction of the proposed pump jack, transmission piping and access roadway in the regulatory floodway is not anticipated to cause a significant rise in the established BFE elevations. Refer to the modeling output data (Exhibit 4) attached to this letter for additional information.

If you should have any questions, or require any additional information, please do not hesitate to contact our office.

Sincerely,

Enprotec / Hibbs & Todd, Inc.



BJ Prichard, P.E.

BJP/jd

Encl: Exhibits 1 thru 4

c: Project File 6914 P:\Projects\Private Developers\2017 Projects\17-6914 Test Exploration Floodway Permit\January 2017 Permit\20170913_Final App\Floodway Analysis Report.doc

Permit to Drill and/or Operate an Oil and/or Gas Well (North of Elm Creek West of Hwy 83/84)

- Teal Exploration, LLC submitted an Application/Permit to Drill and/or Operate an Oil and/or Gas Well within the city limits of Abilene. The proposed location is identified as “El Guapo #1”.
- The application has been reviewed and found to be complete.
- All property owners within 500 feet of the proposed location have been notified.
- Staff recommends approval of the Permit To Drill and/or Operate an Oil and/or Gas Well to Teal Exploration, LLC, for the “El Guapo #1” location.

CITY OF ABILENE TEXAS

CITY OF ABILENE TEXAS

Property Owner Notification Radius

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director of Water Utilities**

SUBJECT: **Ordinance:** ***(First Reading)*** **Amending Chapter 32 "Utilities" by inserting new Article IX :Hauled Liquid Waste, and setting a public hearing for November 2, 2017** ***(Rodney Taylor)***

GENERAL INFORMATION

On February 23, 2017 staff presented the results of a Hauled Liquid Waste Program analysis in order to help determine if the City of Abilene could safely accept Hauled Liquid Waste (HLW). It was evident from that discussion that the City Council generally supported such a program. City staff recommends amending City Code Chapter 32 "Utilities" with the insertion of a new Article IX "Hauled Liquid Waste" as set out in Exhibit "A" for the implementation of a Hauled Liquid Waste Program for the City of Abilene.

SPECIAL CONSIDERATIONS

Staff believes that the best way to ensure the longevity and performance of the MBR system is to limit exposure to undesirable waste streams. However, staff has found no evidence of HLW causing damage to membrane fibers in other wastewater treatment plants of similar size and treatment technologies. Included with this agenda item is a memo with additional information regarding the implementation of a HLW program. The recommended path forward is to implement a HLW program that minimizes capital investment, is staffing neutral, and that is fully funded from a competitive discharge fee per gallon.

City Code, Chapter 32, Article IX Hauled Liquid Waste consists of three sections.
Section 32-406 General Provisions includes subsections describing Purpose and Objectives, Administration, and Definitions.
Section 32-407 Operation Requirements includes subsections describing Types of Waste, Waste Disposal Permitting, and Sanitary Operation and Testing.
Sec. 32-407(a) provides that only domestic septage and portable toilet wastes may be disposed of at the disposal site. No incompatible wastes shall be mixed in the same container.
Section 32-407(b) establishes the parameters for the permitting process of each transporter company which is required before the halued liquid waste can be received and accepted at the receiving facility. It provides for the collection of both routine and investigative samples, inspection of the waste materials, and rejection of any load of hauled liquid waste at the City's discretion.
Section 32-408 provides that violations of this article shall constitute a class c criminal offense, punishable pursuant to section 1-9 of this code.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the City of Abilene directly resulting from the passage of this ordinance.

STAFF RECOMMENDATION

Staff recommends that the City Council pass the amendment to City Code Chapter 32, with the insertion of a new Article IX, Hauled Liquid Waste, as described above.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

Description	Type
Ordinace Chapter 32 Article IX HLW	Cover Memo
Exhibit A Chapter 32 Article IX HLW	Cover Memo
Memo-Implementing a HLW Program	Cover Memo
Presentation-Ordinance Chapter 32 Article IX	Cover Memo

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 32, "UTILITIES" OF THE ABILENE MUNICIPAL CODE BY INSERTING A NEW ARTICLE IX, "HAULED LIQUID WASTE", THAT PROVIDES FOR THE IMPLEMENTATION OF A HAULED LIQUID WASTE PROGRAM FOR THE CITY OF ABILENE, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the City of Abilene (City) owns and operates a sanitary sewer collection system and the Hamby Water Reclamation Facility which comprise the Publically Owned Treatment Works authorized by Texas Pollution Discharge Elimination System Permit Number WQ0010334004; and

WHEREAS, there are limitations on the access to a public sanitary sewer system whereby many residences and businesses located both within the Abilene City limits and throughout this region that must utilize onsite sewage facilities to process their domestic wastewater discharges; and

WHEREAS, from time to time the septic holding tanks of onsite sewage facilities must be evacuated and the resulting domestic septage liquid waste must be removed and transported for disposal at a facility approved by the Texas Commission on Environmental Quality; and

WHEREAS, the City of Abilene desires to implement a Hauled Liquid Waste Program at the Hamby Water Reclamation Facility to receive only domestic septage and portable toilet waste types of hauled liquid waste from transporters operating within this region and permitted by the City of Abilene; and

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

PART 1: That Chapter 32, "Utilities", be amended with the insertion of a new Article IX "Hauled Liquid Waste" as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance, shall be subject to escalating enforcement actions and schedule of penalties described in this Article IX.

Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 26th day of October, A.D., 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the _29th_ day of October, 2017, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 2nd day of November, 2017, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 2nd day of November, A.D., 2017.

ATTEST:

_____
City Secretary

_____
Mayor

APPROVED:

_____
City Attorney

Exhibit A

ARTICLE IX. HAULED LIQUID WASTE

Sec. 32-406. General Provisions

(a) *Purpose and Objectives.* In order to protect public health, wastewater treatment facilities, and the environment, this article sets forth uniform requirements for liquid waste transporters disposing of septic or portable toilet waste in the City of Abilene and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code S 1251 et seq.). The objectives of this article are:

(1) To detail what types of waste are appropriate for disposal at the liquid waste receiving station,

(2) To ensure the proper disposal and tracking of domestic septic tank and portable toilet waste,

(3) To describe who is eligible to dispose of the appropriate liquid wastes at the receiving station.

(b) *Administration*. The City Manager or his/her designee shall administer, implement, and enforce the provisions of this ordinance and is authorized to promulgate such policies, guidelines and procedures as shall be reasonable and necessary to carry out its provisions. Any powers granted to or duties imposed in this article upon the City Manager may be delegated to other city personnel.

(c) *Definitions*. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

Approved. Accepted as satisfactory under the terms and intent of this or related provisions and given formal and official sanction by the City

City. The City Manager of the City of Abilene or his/her designee.

Disposal Site. The hauled liquid waste receiving station located at the Hamby Water Reclamation Facility.

Domestic waste (or domestic wastewater). Waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office building, factories, and institutions, free from stormwater, surface water, and industrial waste.

Domestic Septage. Either liquid or solid material removed from a septic tank, cesspool, portable toilet, Type III marine sanitation device, or similar treatment works that receives only domestic sewage. Domestic septage does not include liquid or solid material removed from a septic tank, cesspool, or similar treatment works that receives either commercial non-domestic wastewater or industrial non-domestic wastewater and does not include grease removed from a grease trap.

Domestic Sewage. Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

EPA. The United States Environmental Protection Agency.

Grease Trap Waste. Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a Food Preparation-Service Facility, including the solids resulting from de-watering processes.

Indirect Discharge. The introduction of pollutants into the POTW from any non-domestic source.

Liquid Waste. Water-borne solids, liquids, gaseous substances derived from sources, such as, but not limited to grease traps, grit traps, chemical/portable toilets or septic tanks.

Non-domestic. Water-borne solid, liquid, or gaseous wastes resulting from and discharged, permitted to flow, or escaping from any industrial, manufacturing, or food-processing operation or process, or from the development of any natural resource including oil or gas, or any mixture of these with water or domestic wastewater.

Permit. The formal written document issued by the Administration of the Water Utilities Department to a business authorizing the disposal of liquid waste at the disposal site.

Permittee. A person granted a permit under this chapter.

pH. The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the free hydrogen ion activity concentration. Approved wastes shall have a pH of greater than 5.5 and less than 11.0.

Portable Toilet Waste. Domestic waste removed from holding tanks such as chemical/portable toilets, campers, and travel trailers.

POTW or Publicly Owned Treatment Works. The treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this Ordinance, the terms "sanitary sewer system" and "POTW" may be used interchangeably.

Septage. Domestic waste removed from holding tanks such as cesspools or septic tanks.

TCEQ. The Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter. A person or entity who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, portable toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code §312.142.

User. Any person, including those located outside the jurisdictional limits of the City, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

Sec. 32-407. Operation Requirements

(a) *Types of Liquid Waste*

(1) Only domestic septage or portable toilet wastes may be disposed of at the disposal site.

(2) All other wastes are incompatible wastes and shall not be mixed in the same container.

(3) A permit holder shall not place compatible liquid waste material in a container used to transport an incompatible waste material when such container has not been emptied and cleaned of such incompatible waste.

(4) Incompatible wastes shall include, but not be limited to:

- Motor Oil
- Grease
- Antifreeze
- Battery acid

- Any other drainings from an engine or motor
- Hazardous waste
- Liquid from boilers
- Commercial RO waste
- Grease trap waste
- Grit trap waste

(5) No user shall ever in any way attempt to dilute an incompatible waste as a partial or complete substitute for achieving compliance with any limitations expressly instituted by this article.

(b) *Waste Disposal Permitting*

(1) All entities desiring to dispose of wastes at the disposal site must acquire a permit. The term of a permit is three years. A person who desires to obtain a permit must make an application by legibly completing a form provided by the City.

(2) No liquid waste shall be disposed of other than in a manner and place described in the permit.

(3) The City may deny a permit if it is determined that an applicant is not qualified under any section of this article.

(4) An application must be received at least 30 days before the first disposal date.

(5) Only transporters whose primary place of business is located within the following counties will be granted a permit: Callahan, Coke, Coleman, Fisher, Jones, Nolan, Runnels, Shackelford, and Taylor.

(6) The City may suspend a permit for a period of one year or less, if the transporter or an employee of the transporter violates any of the provisions of this chapter, any rule or regulation of the City, or applicable provisions of the City Code or state law.

(7) After suspension under this section has ended, a transporter may file a request for reinstatement of the permit. If the City determines that the transporter is again qualified, all violations have been corrected, precautions have been taken to prevent future violations, and all required fees have been paid, the permit may be reinstated.

(8) Upon expiration of a permit, the permittee shall no longer have access to the disposal site. Permit renewal shall be required, and the transporter shall regain access with approval of the City.

(9) If the City denies the issuance of or revokes a permit, the City shall send to the applicant or permit holder, by certified mail, return receipt requested, written notice of the action and the right to an appeal. The applicant, or permit holder, may appeal the decision of the City to the City Manager. Any appeal must be filed with the City Manager, in writing, within ten days of sending of the notice of the action taken. The decision of the City Manager shall be final and not subject to further appeal.

(10) The information required in each permit application shall be kept current at all times by the permit holder. Failure to keep such information current shall be cause for suspension of the permit.

(11) Only vehicles listed in the permit application shall be approved for disposal purposes.

(12) A transporter's liquid waste contents shall not cause the wastewater treatment plant to violate the existing Texas Pollutant Discharge Elimination System Permit. If any damage sustained by the wastewater treatment plant can be shown to have occurred due to the load contents of an individual or group, the contributing transporter shall be held financially liable for all damages.

(13) All permits to dispose of liquid wasted issued prior to the effective date of this article shall terminate after 30 days from the effective date, and those permittees shall be required to obtain a permit under this article.

(c) *Sanitary Operation and Testing*

(1) Permittees who collect and/or transport waste subject to control under this article shall initiate and maintain a record of each individual collection and deposit. Such record shall be in the form of a five-part manifest trip ticket in compliance with 30 TAC §312.145. Permittees shall maintain a copy of each record for a period of five years. The transporter shall present the facility operator with the trip ticket upon arrival at the disposal site, and then provide the facility operator with its copy of the quintuplicate trip ticket after the facility operator accepts the load and signs the trip ticket.

(2) Acceptance samples of tank contents shall be obtained and analyzed for pH and inspected for films and odors. Any analysis results outside the acceptable analysis limits, materials having significant films or oily sheen, or contents emitting odors indicative of potentially harmful constituents, at the sole discretion of the City, shall be grounds for rejection of the entire load.

(3) Investigative samples may be taken at random for more advanced analysis at the discretion of the City.

(4) The City may refuse a load if in the City's judgment there is evidence or other information to suggest a load will negatively impact the plant's ability to meet TCEQ discharge permit requirements or prevent in any fashion the successful operation of the wastewater treatment plant.

(5) The permittee shall take all necessary steps and measures to prevent the development or existence of a nuisance or of any condition hazardous to the health of the public which can arise from his operations, and shall comply with the following:

a. Every vehicle and all auxiliary equipment used for the transportation or handling of domestic septage or portable toilet waste shall be liquid tight and gastight, so that no foul material may spill or escape therefrom.

b. No vehicle or auxiliary equipment used for the transportation or handling of domestic septage or portable toilet waste shall be allowed to stand or remain near any occupied premises.

c. In the event of an inadvertent discharge or spill of liquid waste during on-site transportation or disposal, the transporter must take all appropriate action to protect human health and the environment. The transporter must immediately notify the facility operator regarding any spills that take place on facility premises. The transporter is fully responsible for the removal and cleanup of all of its on-site spills to the satisfaction of the Wastewater Plant Manager.

d. Upon completion of disposal activities the transporter is responsible for cleanup and proper disposal of any remaining debris resulting from its disposal activities.

(6) The City may inspect the liquid waste handling equipment of any permitted vehicle at any time to confirm compliance with this article.

Sec. 32-408. Penalty

A violation of this Article shall constitute a class c criminal offense, punishable pursuant to section 1-9 of this code.

CITY OF ABILENE

DATE: **October 26, 2017**

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director of Water Utilities**

TOPIC: **Response to the Abilene City Council regarding the implementation of a Hauled Liquid Waste Program.**

On February 23, 2017 staff presented the results of a Hauled Liquid Waste Program analysis in order to help determine if the City of Abilene could safely accept Hauled Liquid Waste (HLW). It was evident from that discussion that the City Council generally supported such a program. Staff believes that the best way to ensure the longevity and performance of the MBR system is to limit exposure to undesirable waste streams. However, staff has found no evidence of HLW causing damage to membrane fibers in other wastewater treatment plants of similar size and treatment technologies. The recommended path forward is to implement a HLW program that minimizes capital investment, is staffing neutral, and that is fully funded from a competitive discharge fee per gallon.

Included in the presentation to Council on February 23, 2017 was information and data compiled by staff and also a report prepared and sealed by a professional engineer of Halff and Associates. The engineer's report recommended that the City not pursue a HLW program. It was evident from the Council discussion that there seemed to be interest in exploring a HLW program regardless of staff's concerns if it could be done without endangering the Hamby WRF. In order for the Council to be completely resolved in this desire, staff was asked to seek additional information on the five items listed below:

1. **Survey the practices of other facilities using similar technology to the Hamby Water Reclamation Facility (Hamby WRF) to determine if they accept HLW and if they have experienced any problems.**

Wastewater Treatment Plants Similar to the Hamby WRF			
Plant Name	Location	MGD	Accepts HLW
Ballenger-Mckinney WWTP	Frederick, MA	8	Y
Spokane County Regional WRF	Spokane, WA	8	Y*
Redlands WTP	Redlands, CA	7	Y
City of North Las Vegas WRF	North Las Vegas, NV	25	N
Yellow River WRF	Gwinnett County, GA	22	N
Brightwater WRF	Woodinville, WA	25	N
Jordan Basin WRF	Riverton, UT	8	N
Johns Creek Environmental Campus	Alpharetta, GA	11	N
Irvine Ranch Water District	Irvine, CA	10	N
Butler Drive WRF	Peoria, AZ	10	N
Henderson South WWRF	Henderson, NV	8	N
Traverse City WWTP	Traverse City, MI	7	N

* The Spokane County RWRF occassionally accepts a load of HLW, but the greater amount is directed to another facility.

As you can see from the table above, 3 out of 12 facilities accept HLW. None of those facilities reported any problems with accepting HLW.

2. Estimate actual recoverable water yield from HLW.

It estimated that recoverable water is as follows:

Portable toilet waste would yield approximately 83,000 gallons of recoverable water.

Domestic septage would yield approximately 661,000 gallons of recoverable water.

3. Estimate the actual recyclable value of the solids generated at the Hamby WRF.

There is no known market value for the processed waste solids generated by Hamby WRF.

4. Explore the designation of a HLW facility at the Buck Creek Pump Station.

Staff explored the creation of a HLW collection station at Buck Creek and initially thought it might prove the most cost effective location for a HLW program. Staff has since moved away from this concept. After further analysis, it is clear that the Hamby WRF will provide the most cost effective location for HLW program.

The Buck Creek and the Hamby WRF locations are further detailed in the PowerPoint for this item. In brief, the Hamby WRF location would likely result in a cost of service of approximately $0.08 per gallon while the Buck Creek location would like result in a cost of service of approximately $0.10 per gallon. Should Council decide to pursue a HLW program in Abilene, staff would recommend the Hamby WRF site location.

<u>Buck Creek pump Station (BCPS)</u>

Multiple fiberglass receiving tanks would be installed within the BCPS security fence. Each Transporter would have a designated tank for its type wastes and would have a private lock to protect the connection to its tank. This method would allow available staff to inspect, reject, and control discharges into the facility by occasionally observing and

sampling the contents of each tank before making a decision to accept the contents into the facility. Ready access to the tanks is convenient for transporters. However, operating the HLW facility will be burdensome on existing staffing levels. The proposed unit price for discharging at BCPS is $0.10 per gallon.

Hamby WRF

A single concrete receiving basin would be constructed and sized for receiving a load of up to 8,000 gallons. This method would allow staff to inspect, reject, and control single loads. Transporters would have a slightly longer drive, and may have to wait their turn if more than one truck arrives at a time. It is believed that with adjustments to normal operations existing staff can accommodate operating the HLW facility at this location. The proposed unit price for discharging at Hamby WRF is $0.08 per gallon.

5. Identify how a HLW program might work in Abilene.

Should Council provide direction to move forward, staff would follow the following process:

a. Develop a supporting ordinance.
b. Develop permit and discharge fees and amend fee schedule.
c. Develop forms and SOP's for program O&M and sampling.
d. Professional services contract for design of the receiving station.
e. Construction Contract for building the facility.
f. Accept only domestic septage and portable toilet waste.
g. DO NOT accept hauled Commercial or Industrial process wastes.
h. Train staff on accepting hauled wastes and processing Manifests.
i. Coordination of routine and random sample analysis.
j. Implement filing, accounting and billing procedures.

If Council decides to implement a HLW program, it is recommended that all HLW activates in the city be required to participate in this program meaning, portable toilet waste would be required to dispose at the Hamby WRF.

Staff has previously expressed its concerns with implementing a HLW Program. A new HLW Program with no new staffing to operate, manage, or administer the program will impact the normal tasks and responsibilities of existing staff. The new program will disrupt the current Treatment Plant Operator work routines and responsibilities in order to process HLW Transporters.

Staff continues to have concerns with the potential impact of intermittent slugs of high strength septage coming into treatment processes. The capacity of the treatment plant is entirely dependent on the performance of the Membrane Bioreactor (MBR) system, so protection of membrane fibers and pores of the MBR system is extremely important. That said, staff did not find any evidence of plants with similar technology stopping a HLW Program because of damage

to the membrane fibers and pores of the MBR system. Staff would argue that the best way to ensure MBR system longevity and performance is to limit exposure to undesirable waste streams.

If Council desires to move forward with a HLW Program, staff would recommend Hamby WRF as the location for the construction of a receiving station and that once completed we implement a program that will monitor and evaluate the impact of HLW on the MBR system and the impact on existing treatment plant operator workload.

Ordinance: Amending Chapter 32 “Utilities” by inserting new Article IX: Hauled Liquid Waste.

October 26, 2017

CITY OF ABILENE TEXAS

Article IX: Hauled Liquid Waste

- Implementation of a Hauled Liquid Waste (HLW) Program at the Hamby WRF.
- Accept only hauled Domestic Septage and Portable Toilet Wastes.
- Normal hours of operation M-F from 8:00 am to 4:00 pm.
- Initial Rate of $0.08 per gallon of waste discharged.

CITY OF ABILENE TEXAS

Article IX: Hauled Liquid Waste

- Section 32-406 General Provisions
  - Purpose and Objectives, Administration, and Definitions.
- Section 32-407 Operation Requirements
  - Only domestic septage and portable toilet wastes accepted, and no mixing with incompatible wastes
  - Establishes the parameters for the permitting process of each transporter company.
  - Provides for collection of routine & investigative samples, inspection, and rejection.
- Section 32-408 Penalty
  - Enforcement pursuant to section 1-9 of this code.

CITY OF ABILENE TEXAS

History and Current Practices of HLW in Abilene

- Until 1992 Abilene accepted domestic septage and portable toilet HLW.
- HLW Program discontinued in 1992
  - Received HLW resulted in regular problems with screening equipment
  - Staffing of Buck Creek Pump Station reduced
- Exception made to continue accepting certain low-risk liquid wastes.
  - Two local portable toilet companies (permits still active).
  - One local landfill disposing of condensate/leachate (permit cancelled).

CITY OF ABILENE TEXAS

Description of Hauled Liquid Wastes (HLW)

Transportation of HLW regulated by the TCEQ: 30 TAC Chapter 312		
TCEQ-TYPES OF HAULED LIQUID WASTES	ACCEPT OR CONSIDER ACCEPTING	COMMENTS
Septic Tank Waste (DS)	YES	Domestic, non-Industrial only
Chemical Toilet Waste (CT)	YES	Portable Toilet Companies
Grease Trap Waste (GS)	NO	Landfill
Grit Trap Waste (GT)	NO	Landfill
Sewage Sludge (WW)	NO	Landfill, Surface Disposal Unit
Water Supply Treatment Plant Sludge (WT)	NO	Landfill, Monofill

CITY OF ABILENE TEXAS

PRIOR DISCUSSION

Initial Presentation to City Council on February 23, 2017

Feedback from the City Council seemed to support such a program.

Staff was directed to seek additional information on five items:

- Survey the practices of other similar facilities regarding HLW.
- Estimate actual water yield of HLWE
- Estimate the recyclable value of the solids generated at the Hamby WRF
- Design of HLW facility based on location.
- Description of how the program might work

CITY OF ABILENE TEXAS

Survey of Plants Having Similar Technology and Capacities

Wastewater Treatment Plants Similar to the Hamby WRF			
Plant Name	**Location**	**MGD**	**Accepts HLW**
Ballenger-Mckinney WWTP	Frederick, MA	8	Y
Spokane County Regional WRF	Spokane, WA	8	Y*
Redlands WTP	Redlands, CA	7	Y
City of North Las Vegas WRF	North Las Vegas, NV	25	N
Yellow River WRF	Gwinnett County, GA	22	N
Brightwater WRF	Woodinville, WA	25	N
Jordan Basin WRF	Riverton, UT	8	N
Johns Creek Environmental Campus	Alpharetta, GA	11	N
Irvine Ranch Water District	Irvine, CA	10	N
Butler Drive WRF	Peoria, AZ	10	N
Henderson South WWRF	Henderson, NV	8	N
Traverse City WWTP	Traverse City, MI	7	N

* The Spokane County RWRF occassionally accepts a load of HLW, but the greater amount is directed to another facility.

CITY OF ABILENE TEXAS

Estimated Water Yield of HLW

Estimated water yield of processed HLW

Portable toilet Wastes – about 1% solids by weight
Yield about 83,000 gallons of treated effluent annually

Domestic Septage – about 3.4% solids by weight
Yield about 661,000 gallons of treated effluent annually

CITY OF ABILENE TEXAS

Estimated Marketable Value of Processed Solids at the Hamby WRF

At this time there is no marketable value of the processed wastewater sludge.

- The Hamby WRF currently produces Class B Wastewater Sludge (Biosolids).
- The current TPDES permit only authorizes the disposal of biosolids in the on-site surface disposal unit.
- The TPDES permit must be amended to allow for land application or for the marketing of biosolids.

- Class B Sludge is suitable for certain beneficial land applications.
- Additional processing is required to produce Class A sludge necessary for marketing for public uses such as compost or pellets.
- A significant investment in capital may be required to produce a marketable product.
- A detailed market analysis would be needed before taking action on implementing a beneficial use program.

CITY OF ABILENE TEXAS

Design of HLW facility based on location

Buck Creek Pump Station

Each Transporter would have a designated tank for its type wastes

Allows staff to inspect, reject, and control discharges into facility

Ready access convenient to transporters

Operating HLW facility will be burdensome on existing staff.

CITY OF ABILENE TEXAS

Staff Evaluation for Implementing a HLW Program

ITEM	NOTES	ANNUAL COSTS
HLW Facility	Initial Capital $0.520M, 20yr debt	$39,000
Labor	~~new operator position X 1.4~~	$0
Lab Work	Sample Analysis	$15,000
Administrative	Printing, billing, software, misc.	$1,500
O&M	Haul solids, O&M of facility	$2,000
Loading	Added Cost of Treatment (Surcharge)	$12,200
	COSTS / YEAR	**$69,700**

ITEMS	ANNUAL REVENUE
Gallons / Year	768,000
Gallons / Month	64,000
Loads / Month	70
Price / gallon	**$0.10**
Revenue / Month	$6,400
Revenue / Year	**$76,800.00**

1. Abilene would construct a new receiving facility at the Buck Creek Pump Station.
2. No new personnel added initially, and re-evaluate after implementation.
3. Assumes Abilene would capture the local market resulting in the lowest pricing rate per gallon.

CITY OF ABILENE TEXAS

Design of HLW facility based on location

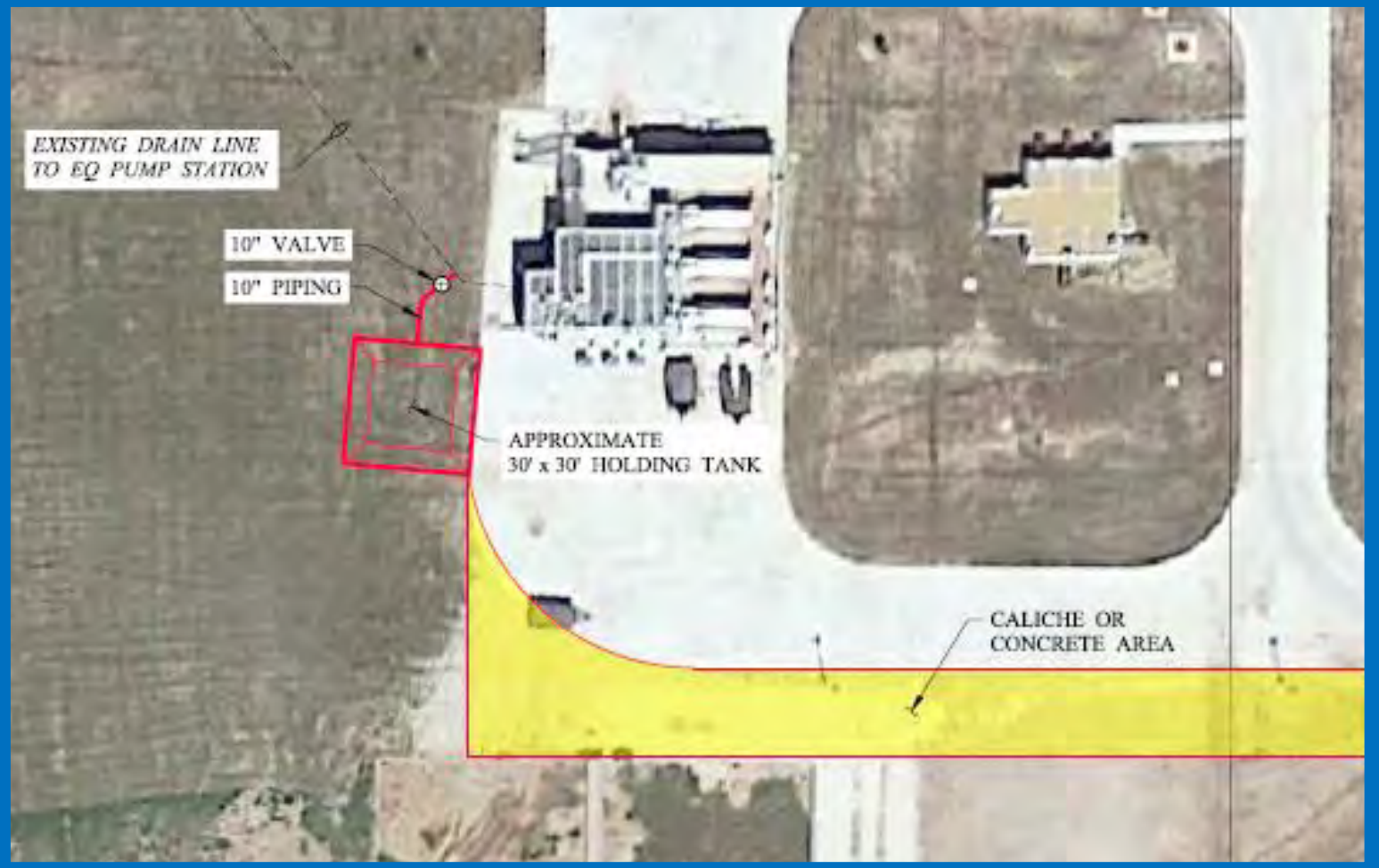
Hamby WRF

Single receiving basin sized for up to 8,000 gallon load.

Allows staff to inspect, reject, and control single loads.

Transporters may have to wait their turn.

Can accommodate HLW facility utilizing existing plant staff.



CITY OF ABILENE TEXAS

Staff Evaluation for Implementing a HLW Program

ITEM	NOTES	ANNUAL COSTS
HLW Facility	Initial Capital $0.345M, 20yr debt	$26,000
Labor	~~new operator position X 1.4~~	$0
Lab Work	Sample Analysis	$15,000
Administrative	Printing, billing, software, misc.	$1,500
O&M	Haul solids, O&M of facility	$2,000
Loading	Added Cost of Treatment (Surcharge)	$12,200
	COSTS / YEAR	**$56,700**

ITEMS	ANNUAL REVENUE
Gallons / Year	768,000
Gallons / Month	64,000
Loads / Month	70
Price / gallon	**$0.08**
Revenue / Month	$5,120
Revenue / Year	**$61,440.00**

1. Abilene would construct a new receiving facility at the Hamby WRF.
2. No new personnel added initially, and re-evaluate after implementation.
3. Assumes Abilene would capture the market resulting in the lowest pricing rate per gallon.

CITY OF ABILENE TEXAS

RECOMMENDATION

Staff recommends that the City Council pass the amendment to City Code Chapter 32, with the insertion of a new Article IX, Hauled Liquid Waste

For the Implementation of a Hauled Liquid Waste Program: the proposed ordinance provides for the implementation of a Program at the Hamby WRF requiring the construction of a single-basin receiving station and utilization of a simple sampling protocol prior to discharge.

Staff will monitor and evaluate the impact of HLW on the MBR system and the impact on existing treatment plant operator workload.

CITY OF ABILENE TEXAS

Ordinance: Amending Chapter 32 “Utilities” by inserting new Article IX: Hauled Liquid Waste.

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **Resolution: Receive a report, hold a discussion and take action on the adoption of wholesale water services contracts for the City of Ballinger, Texas *(Robert Hanna)***

GENERAL INFORMATION

The City of Abilene and the City of Ballinger, Texas have been discussing a wholesale regional water supply contract for several months. The attached agreement is the culmination of these discussions and negotiations.

Abilene will provide Ballinger with up to 1,250 acre feet of water. Ballinger has a take or pay quantity of 625 acre feet, with the remaining amount billed on a monthly basis if 625 acre feet is ever exceeded.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends adoption of the agreement as presented, and authorize the City Manager to execute the agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Water Agreement	Backup Material

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO PROVIDE WATER TO THE CITY OF BALLINGER.

WHEREAS, the City of Abilene is the holder of various water rights, including Certificate of Adjudication No. 12-4161, as amended ("COA 12-4161"), authorizing the diversion and use of 25,690 acre-feet of water per annum from the Lake Fort Phantom Hill reservoir ("LFPH") for municipal purposes ("LFPH Water"), and to divert and reuse up to 24,640 acre-feet of return flows per annum, less channel losses, for agricultural, industrial, and municipal purposes; and

WHEREAS, the City of Abilene has secured access to water supplies in the O.H. Ivie Reservoir ("Lake Ivie") via that certain "West Central Texas Municipal Water District – City of Abilene, Texas, Water Contract," dated September 1, 1985, and amended on September 30, 1995, and subsequently amended on March 25, 2004 (the "Ivie Contract"), by which Abilene has contracted with West Central Texas Municipal Water District ("WCTMWD") for up to 15,001.78 acre-feet of water per annum ("Ivie Water"); and

WHEREAS, the City of Abilene and City of Ballinger acknowledge that the City of Abilene's access to water pursuant to the Ivie Contract is dependent upon revisions made by the owner of Lake Ivie to the calculated safe yield of Lake Ivie, which may serve to reduce total quantities of water the City of Abilene can lawfully divert under the Ivie Contract; and

WHEREAS, WCTMWD has obtained the source water for the Ivie Contract and has continuously supplied water to the City of Abilene under the Ivie Contract pursuant to that certain "West Central Texas Municipal Water District Water Supply Facilities and Services Contract" with the Colorado River Municipal Water District ("CRMWD") dated September 1, 1985, as amended of September 30, 1995, subsequently amended on March 25, 2004, and a Memorandum of Agreement, effective April 1, 2006 (collectively, the "WCTMWD-CRMWD Facilities Agreement"); and

WHEREAS, by agreement of the City of Abilene, WCTMWD, and CRMWD, on September 15, 2016, WCTMWD assigned all of WCTMWD's right, title, and interest in and to the WCTMWD-CRMWD Facilities Agreement to the City of Abilene; and

WHEREAS, the City of Ballinger desires to purchase 1,250 acre-feet of untreated water per annum from the City of Abilene's supplies sourced in Lake Ivie, and if such supplies are inadequate, from the City of Abilene's supplies in LFPH, for municipal purposes for an initial term of forty (40) years, with the possibility of an additional 40-year period; and

WHEREAS, the City of Ballinger and the City of Abilene agree that the water supplied pursuant to the Agreement shall be supplied first from Ivie Water, and if necessary to supplement or substitute for the Ivie Water, at the City of Abilene's sole discretion, from LFPH Water; and

WHEREAS, the City of Abilene and the City of Ballinger entered into a certain "Water Transportation Contract," dated April 1, 2006 (the "2006 Transportation Contract") by which the City of Ballinger secured the right to use capacity in the City of Abilene's existing pipeline ("Ivie Pipeline") from Lake Ivie to transport water the City of Ballinger purchased from the Millersview-Doole Water Supply Corporation ("Millersview-Doole"); and

WHEREAS, the City of Abilene and the City of Ballinger have agreed to terminate that 2006 Transportation Contract such that all water transported to the City of Ballinger from the City of Abilene will be made pursuant to this new Agreement; and

WHEREAS, the City of Abilene and the City of Ballinger intend to use the Ivie Pipeline to transport the water provided to the City of Ballinger.

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

Part 1: That the City Manager is hereby authorized to execute an agreement with the City of Ballinger, Texas, for the supply of 1,250 acre-feet of untreated water per annum for an initial term of forty (40) years with the possibility of an additional 40-year period..

Part 2. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 26th day of October, 2017.

ATTEST:

_____
City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

WATER SUPPLY AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS
AND
THE CITY OF BALLINGER, TEXAS

This Water Supply Agreement (the "**Agreement**") is made and entered into by and between the CITY OF ABILENE, TEXAS, a municipal corporation organized and operating under the laws of the State of Texas ("**Abilene**") and the CITY OF BALLINGER, TEXAS, a municipal corporation organized and operating under the laws of the State of Texas ("**Ballinger**"). Abilene and Ballinger are sometimes referred to as a **"Party"** or collectively referred to as the "**Parties**" herein.

RECITALS

WHEREAS, Abilene is the holder of various water rights, including Certificate of Adjudication No. 12-4161, as amended ("COA 12-4161"), authorizing the diversion and use of 25,690 acre-feet of water per annum from the Lake Fort Phantom Hill reservoir ("LFPH") for municipal purposes ("LFPH Water"), and to divert and reuse up to 24,640 acre-feet of return flows per annum, less channel losses, for agricultural, industrial, and municipal purposes;

WHEREAS, Abilene has secured access to water supplies in the O.H. Ivie Reservoir ("Lake Ivie") via that certain "West Central Texas Municipal Water District – City of Abilene, Texas, Water Contract," dated September 1, 1985, and amended on September 30, 1995, and subsequently amended on March 25, 2004 (the "Ivie Contract"), by which Abilene has contracted with West Central Texas Municipal Water District ("WCTMWD") for up to 15,001.78 acre-feet of water per annum ("Ivie Water");

WHEREAS, the Parties acknowledge that Abilene's access to water pursuant to the Ivie Contract is dependent upon revisions made by the owner of Lake Ivie to the calculated safe yield of Lake Ivie, which may serve to reduce total quantities of water Abilene can lawfully divert under the Ivie Contract;

WHEREAS, WCTMWD has obtained the source water for the Ivie Contract and has continuously supplied water to Abilene under the Ivie Contract pursuant to that certain "West Central Texas Municipal Water District Water Supply Facilities and Services Contract" with the Colorado River Municipal Water District ("CRMWD") dated September 1, 1985, as amended of September 30, 1995, subsequently amended on March 25, 2004, and a Memorandum of Agreement, effective April 1, 2006 (collectively, the "WCTMWD-CRMWD Facilities Agreement");

WHEREAS, by agreement of Abilene, WCTMWD, and CRMWD, on September 15, 2016, WCTMWD assigned all of WCTMWD's right, title, and interest in and to the WCTMWD-CRMWD Facilities Agreement to Abilene;

WHEREAS, Ballinger desires to purchase 1,250 acre-feet of untreated water per annum from Abilene's supplies sourced in Lake Ivie, and if such supplies are inadequate, from Abilene's supplies in LFPH, for municipal purposes for an initial term of forty (40) years, with the possibility of an additional 40-year period, as provided herein;

WHEREAS, Ballinger and Abilene agree that the water supplied pursuant to this Agreement shall be supplied first from Ivie Water, and if necessary to supplement or substitute for the Ivie Water, at Abilene's sole discretion, from LFPH Water;

WHEREAS, Abilene and Ballinger entered into a certain "Water Transportation Contract," dated April 1, 2006 (the "2006 Transportation Contract") by which Ballinger secured the right to use capacity in Abilene's existing pipeline ("Ivie Pipeline") from Lake Ivie to transport water Ballinger purchased from the Millersview-Doole Water Supply Corporation ("Millersview-Doole");

WHEREAS, Abilene and Ballinger have agreed to terminate the 2006 Transportation Contract, as provided in this Agreement, such that all Water transported to Ballinger from Abilene is made pursuant to this Agreement;

WHEREAS, Abilene and Ballinger intend to use the Ivie Pipeline to transport Water provided to Ballinger pursuant to this Agreement, in accordance with terms outlined herein;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, agreements, and benefits set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Abilene and Ballinger agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the terms below have the following definitions:

"Alternate Supplies" means Abilene's alternative water supplies, including, but not limited to any or all or any combination of the following: Possum Kingdom Reservoir water, developed groundwater sources, and/or Cedar Ridge Reservoir water.

"Alternate Supplies Surcharge" means the additional cost (per 1,000 gallons), in addition to the then-applicable System Raw Water Cost of Service or Enhanced System Raw Water Cost of Service, associated with Abilene's use of Alternate Supplies.

"Annual Quantity" means one thousand, two hundred and fifty (1,250) acre-feet of Water per calendar year that Abilene agrees to sell to Ballinger out of its Ivie Water supplies, and/or its LFPH Water if its supplies of Ivie Water are insufficient to address the Annual Quantity to which Ballinger is entitled pursuant to the terms of this Agreement.

"Ballinger Meter" means the meter installed and located at approximately pipeline station number 611+09, and located on the W.D. Yarborough Property approximately 4.8 miles south of Highway 67. The Ballinger Meter measures the quantity of Water delivered to Ballinger pursuant to this Agreement.

"CRMWD" means the Colorado River Municipal Water District.

"Delivery Point" means the point designated by Abilene and Ballinger at which Water is to be delivered by Abilene to Ballinger under this Agreement.

"Effective Date" means the date this Agreement is last signed by a Party.

"Enhanced System Raw Water Cost of Service" means the cost (per 1,000 gallons) of raw water associated with Abilene's construction, ownership, operation, or maintenance of all facilities associated with the raw water supply portion of the System, including Hamby advanced treatment reuse water, but not including Alternate Supplies. The Enhanced System Raw Water Cost of Service will be calculated by Abilene on a utility basis in general conformance with the current edition of Manual M1, Principles of Water Rates, Fees and Charges, published by the American Waterworks Association.

"Infrastructure Contract" means the "City of Abilene – City of Ballinger Water Infrastructure and Improvements Contract" executed concurrently with this Agreement, addressing the design, acquisition, construction, and ownership of the infrastructure needed to transport Water delivered to Ballinger pursuant to this Agreement.

"LFPH Infrastructure" means the totality of the water transportation infrastructure necessary to divert, transport, and deliver LFPH Water pursuant to this Water Supply Agreement and other water Abilene may transport, and encompasses all applicable pipeline(s) as well as other associated appurtenances, including, as applicable, pump stations and storage facilities.

"System" means, collectively, Abilene's existing raw water and transportation facilities and systems and the future improvements to such facilities and systems, including water storage, treatment, transmission and supply facilities, as well as all dams, reservoirs, and other properties or interests therein, wherever located.

"System Raw Water Cost of Service" means the cost (per 1,000 gallons) of raw water associated with Abilene's construction, ownership, operation, or maintenance of all facilities associated with the raw water supply portion of the System, with the exception of Hamby advanced treatment reuse water and Alternate Supplies (as that term is defined herein). The System Raw Water Cost of Service will be calculated by Abilene on a utility basis in general conformance with the current edition of Manual M1, Principles of Water Rates, Fees and Charges, published by the American Waterworks Association.

"System Transportation and Delivery Cost of Service" means the cost (per 1,000 gallons) of transporting raw water associated with Abilene's construction, ownership, operation, or maintenance of all facilities associated with the raw water transportation portion of the System. The System Transportation and Delivery Cost of Service will be calculated by Abilene on a utility basis in general conformance with the current edition of Manual M1, Principles of Water Rates, Fees and Charges, published by the American Waterworks Association.

"Transportation Surcharge" means the additional cost (per 1,000 gallons), in addition to the then-applicable System Transportation and Delivery Cost of Service, associated with Abilene's construction, ownership, operation, and maintenance of all facilities associated with Abilene's transportation of Alternate Supplies identified above.

"Water" means that raw water sold by Abilene to Ballinger as the Annual Quantity made available by Abilene pursuant to this Agreement.

ARTICLE II
TERM

2.01. Term.

The term of this Agreement shall run from the Effective Date for forty (40) years, and if Ballinger provides Abilene with written notice of its intent to extend the term of this Agreement at least one (1) year prior to the end of such term, and Abilene consents in writing to such extension, the term shall be extended for an additional forty (40) year period, upon the mutual written agreement of the Parties. This Agreement may also terminate sooner pursuant to the terms of this Agreement.

ARTICLE III
CONDITIONS PRECEDENT

3.01. Effectiveness Contingent Upon Conditions Precedent.

The effectiveness and performance of this Agreement, or parts thereof, as identified below, is contingent upon the following events, performance of which must occur prior to any applicable obligations arising under the Agreement:

(a) Approval by Colorado River Municipal Water District for Abilene's service to Ballinger of Ivie Water.

This Agreement's effectiveness is wholly contingent upon CRMWD's written consent to Abilene's sale of Ivie Water to Ballinger. Should CRMWD fail to approve the sale of Ivie Water as contemplated in this Agreement within ninety (90) calendar days of the Effective Date of this Agreement, this Agreement shall automatically terminate.

(b) Approval by both CRMWD and the Millersview-Doole Water Supply Corporation to terminate that certain "Raw Water Supply Contract Millersview-Doole Water Supply Corporation and City of Ballinger, Texas," dated April 1, 2006 (the "Ballinger-Millersview-Doole Contract").

This Agreement's effectiveness is wholly contingent upon both CRMWD's and Millersview-Doole's written consent to the termination of the Ballinger-Millersview-

Doole Contract. The failure to secure both CRMWD and Millersview-Doole written consent within ninety (90) calendar days of the Effective Date of this Agreement shall result in the automatic termination of this Agreement.

ARTICLE IV
SUPPLY OF WATER

4.01 Water Supplied to Ballinger.

(a) Subject to the limitations and conditions described in this Agreement, COA 12-4161, and the Ivie Contract, and in consideration of the mutual covenants and agreements herein contained, Abilene agrees to sell to Ballinger the Annual Quantity of Water from Abilene's water supplies pursuant to the Ivie Contract, and if such supplies are not adequate to meet the Annual Quantity of Water, in Abilene's sole discretion, then from Abilene's LFPH Water.

(b) Ballinger acknowledges that it will accrue no equity or any other interest in the Abilene water rights, including COA 12-4161, Abilene's contract rights pursuant to the Ivie Contract, or any other assets owned or operated by Abilene, as a result of payment or other performance of Ballinger under this Agreement. Ballinger further acknowledges that Abilene will decide at its sole discretion when sources of water other than sources in Lake Ivie are required to serve Ballinger with up to the Annual Quantity. Abilene shall provide written notice to Ballinger at least thirty (30) days in advance of its use of sources other than Lake Ivie to serve Ballinger.

(c) The Parties agree that the Water Abilene supplies to Ballinger is not reclaimed water.

(d) Ballinger acknowledges that if it does not perform the planning, acquisition, and design obligations as set forth in the Infrastructure Contract and pay Ballinger's pro-rata share of the capacity Ballinger requires in the LFPH Infrastructure, Abilene shall only be obligated to provide Water from sources in Lake Ivie, as same may be available.

4.02 Accounting.

Ballinger shall provide a written report to Abilene by January 15 each calendar year of its diversion of Water at the Diversion Point provided by Abilene during the preceding calendar year. The Parties agree that Abilene shall account for its sale of Water out of Abilene's supplies in LFPH under COA 12-4161 for all Water supplied to Ballinger under this Agreement that is not Ivie Water.

4.03 Water Sources and Order of Supply.

Abilene shall supply the Annual Quantity of Water under this Agreement first from Ivie Water. If Abilene is unable to supply any portion of the Annual Quantity from Ivie Water and Ballinger has complied with its obligations under this Agreement and the Infrastructure Contract, Abilene

may supply a portion or all of the Annual Quantity of Water under this Agreement from LFPH Water.

4.04 Purpose and Place of Use.

Subject to limitations imposed by CRMWD, Ballinger may use the Water supplied under this Agreement for municipal purposes only, as defined by TCEQ at 30 Tex. Admin. Code § 297.1(33), as same may be amended from time to time, to serve customers located within Runnels County, Texas. If CRMWD allows for use of Water supplied under this Agreement outside of Runnels County, Abilene must also consent in writing to Ballinger's sale of water outside of Runnels County, however, such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Ballinger will not serve any raw water customer or potable water customer of Abilene and any such service shall be considered a breach of this Agreement.

4.05 Delivery Point and Metering.

(a) The design, construction, ownership, and operation of the facilities for the delivery of LFPH Water supplied under this Agreement and the conveyance and delivery of such LFPH Water to Ballinger is addressed in the Infrastructure Contract. The Parties agree to use the Ballinger Meter as the Delivery Point for all Water supplied to Ballinger under this Agreement.

(b) The Parties acknowledge that CRMWD owns and operates the intake meter at Lake Ivie. All water pumped from Lake Ivie by Abilene, including Ivie Water sold to Ballinger under this Agreement, passes through this CRMWD meter.

(c) Ballinger shall have access to the Ballinger Meter at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of Abilene.

(d) Abilene will calibrate the Ballinger Meter at least once each calendar year for accuracy. The Ballinger Meter shall be capable of measuring volume of flow and quantity within five percent (5%) of actual. Ballinger may test such Ballinger Meter at any reasonable time at its own cost and expense, however, Ballinger must notify Abilene in writing at least two (2) calendar days in advance of such request for testing. Abilene will notify Ballinger at least two (2) calendar days in advance of Abilene's calibration tests of the Ballinger Meter to allow Ballinger the opportunity to witness the test.

(e) Ballinger may, at its option and its own expense, install and operate a second meter to check the Ballinger Meter. However, the Parties agree that measurement of Water for the purpose of this Agreement shall be solely by the Ballinger Meter. Any such check meter installed by Ballinger shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of Abilene.

(f) In the event a question arises as to the accuracy of the Ballinger Meter, the Ballinger Meter shall be tested promptly upon the written demand of Ballinger, the expense of such test to be borne by Ballinger.

(g) If, as a result of any meter calibration test, the Ballinger Meter is found to be registering inaccurately (defined as outside five percent (5%) of actual), the readings of such meter shall be corrected at the rate of its inaccuracy for the period which is definitely known and agreed upon but not to exceed sixty (60) calendar days; or, if no such period is known and agreed upon in writing, a period extending back sixty (60) calendar days from the date of the test.

(h) To the extent that a replacement is needed for the Ballinger Meter, Ballinger shall notify Abilene of same in writing and Abilene shall purchase and install such new Ballinger Meter, and will invoice Ballinger for costs of such purchase and installation. All provisions in this Agreement regarding the Ballinger Meter shall then apply to any new Ballinger Meter installed.

4.06 Title to and Responsibility for Water.

Title to, and possession and control of all Water shall remain in Abilene up to the Delivery Point, at which point title to, and possession and control of Water shall pass from Abilene to Ballinger and Ballinger shall take such title, possession, and control.

4.07 Water Conservation and Drought Contingency Planning.

(a) Ballinger agrees to use reasonable diligence to avoid waste and achieve water conservation of the Water delivered under this Agreement. Ballinger further agrees to cooperate with and assist Abilene in Abilene's efforts to implement plans, programs and rules to conserve water resources and to promote practices that will reduce the consumption of water, reduce the loss or waste of water and improve the efficiency in use of water.

(b) Ballinger shall provide Abilene with a copy of Ballinger's Water Conservation Plan and Drought Contingency Plan for Abilene's review and written approval, which such approval will not be unreasonably withheld or delayed. Ballinger shall enforce the approved Water Conservation Plan and Drought Contingency Plan and, for purposes of Ballinger's Drought Contingency Plan, Ballinger will set applicable drought triggers and water use restrictions that correspond to Abilene's drought triggers and corresponding water use restrictions, as same may be amended from time to time.

(c) Ballinger's failure to adopt and/or enforce such drought triggers and water use restrictions as provided above shall represent a breach of this Agreement, and Abilene may terminate the Agreement in its sole discretion.

(d) The Parties agree that Water provided to Ballinger pursuant to this Agreement may be curtailed from time to time or reduced based upon applicable provisions, regulatory

actions, and other triggers including, but not limited to, provisions in Abilene's Water Conservation Plan, Abilene's Drought Contingency Plan, the Ivie Contract, and/or COA 12-4161.

4.08 Water Quality and Water Quantity.

Water sold pursuant to this Agreement is non-potable, raw untreated water. **The Parties agree that Abilene makes no representations or warranties, express or implied, as to the suitability, quality, supply volumes, sufficiency, adequacy, or usefulness for any purpose of Water supplied pursuant to this Agreement and that Water is provided by Abilene to Ballinger "as-is" at the Delivery Point**. Ballinger acknowledges that it is not relying upon any representations, statements, assertions, or non-assertions by Abilene with respect to quality or utility of the Water, but is relying solely upon its own investigation and examination of the quality and utility of the Water sold to Ballinger pursuant to this Agreement. Ballinger has determined that Abilene's supplies are reasonably reliable and of a quality that Ballinger can treat for water supply purposes. Ballinger acknowledges that the Water provided pursuant to this Agreement is supplied from Ivie Water and LFPH Water, and the Water provided may be commingled with water from either source.

ARTICLE V
COST OF SERVICE STRUCTURE AND RATES/PAYMENT FOR WATER

5.01 Cost of Service Structure/Abilene's System.

Ballinger shall pay Abilene at rates driven by demands on Abilene's System, the expansion of System water sources to meet such demands, and costs to supply and transport water to Abilene's customers, including Ballinger. Ballinger acknowledges and agrees that Ballinger's use of Water from Abilene is a demand placed on the System which may require repair, replacement, expansion or further development of the System, thereby driving System cost increases and increases in System rates irrespective of Ballinger's actual use of any particular source in Abilene's System. Ballinger further acknowledges and agrees that to the extent Abilene pursues additional water supplies and projects for its System, including those referenced in this Agreement, Ballinger shall not protest or oppose such efforts, whether directly or indirectly.

5.02 Ballinger Payment Obligations for Water Provided.

(a) System Raw Water Scenario Without Hamby Advanced Treatment and Without Alternate Supplies: During times when Abilene is not using Alternate Supplies and until Water from Lake Fort Phantom Hill is transported through the LFPH Infrastructure, Ballinger shall pay Abilene: (1) the System Raw Water Cost of Service; and (2) the System Transportation and Delivery Cost of Service.

(b) System Raw Water Scenario Without Hamby Advanced Treatment but With Alternate Supplies: During times when Abilene is using Alternate Supplies, and whether

or not Water is being transported through LFPH Infrastructure, then Ballinger shall pay Abilene: (1) the System Raw Water Cost of Service; (2) the System Transportation and Delivery Cost of Service; (3) the Alternate Supplies Surcharge; and (4) the Transportation Surcharge.

(c) System Raw Water Scenario With Hamby Advanced Treatment and Without Alternate Supplies: During times when Abilene is not using Alternate Supplies and when Water from Lake Fort Phantom Hill is transported through the LFPH Infrastructure, Ballinger shall pay Abilene: (1) the Enhanced System Raw Water Cost of Service; and (2) the System Transportation and Delivery Cost of Service.

(d) System Raw Water Scenario With Hamby Advanced Treatment and With Alternate Supplies: During times when Abilene is using Alternate Supplies, and when water from Lake Fort Phantom Hill is transported through the LFPH Infrastructure, Ballinger shall pay Abilene: (1) the Enhanced System Raw Water Cost of Service; (2) the System Transportation and Delivery Cost of Service; (3) the Alternate Supplies Surcharge; and (4) the Transportation Surcharge.

5.03 Rate Adjustments.

(a) Ballinger further acknowledges and agrees that all rates in this Agreement are subject to change over time and that if rates are set in accordance with the principles found in Manual M1, Principles of Water Rates, Fees and Charges, published by the American Waterworks Association, that accordingly, such rates will be just, reasonable and non-discriminatory. Changes in rates may reflect the growth of Abilene's water sources and supplies and transportation facilities, driven primarily by the need to repair or replace such facilities and by increases in its wholesale and retail customers' demands, including Ballinger's demands.

(b) Initial rates for all rates as provided above shall be set for the first year of the Agreement using a cost of service model developed for Abilene by Raftelis Financial Consultants, Inc. The Parties agree that Abilene will re-run the System Raw Water Cost of Service, Enhanced System Raw Water Cost of Service, the System Transportation and Delivery Cost of Service, the Alternate Supplies Surcharge, and the Transportation Surcharge rates every three (3) years, using such model, and that Abilene will apply an appropriate consumer price index ("CPI") for the intervening years, with a true-up every three (3) years to reflect increases or decreases in costs during such preceding three (3) years. At such true-up intervals, Abilene shall include, in its invoices to Ballinger, a lump-sum amount owed, if any, to reflect such additional cost deltas between the CPI-adjustments from the preceding three (3) years and actual costs over that time period, or credits that may be due to Ballinger due to decreases in actual costs during such time period. Ballinger shall pay such invoice within thirty (30) days. Ballinger agrees and acknowledges that Abilene can develop and use new cost of service models as it deems necessary.

5.04 Take or Pay Obligations and Billing.

(a) Ballinger agrees to pay Abilene for all Water supplied to Ballinger under this Agreement and pursuant to the applicable rate structure provided herein.

(b) During the term of this Agreement, Ballinger will pay for a minimum take or pay quantity of 625 AF/year. If Ballinger diverts more than 625 AF/year, Ballinger will pay Abilene for such excess, however Ballinger's minimum take or pay amount will not be increased. Abilene will bill Ballinger monthly for 1/12 of the annual minimum take or pay amount at the applicable rate(s) and Ballinger will pay such invoices within 30 days. Ballinger agrees to pay such invoices even if an invoice is disputed. Upon Ballinger's diversion of Water that is greater than the annual minimum take or pay amount, Abilene will include the appropriate charges related to such excess in the following month's invoice and Ballinger will pay for such overage with its invoice payment to Abilene.

5.05 Diversions of Water in Excess of Annual Quantity.

The Parties agree that Ballinger shall not be entitled to any water in excess of the Annual Quantity, and shall be in breach of this Agreement if Ballinger takes more than the Annual Quantity in a calendar year, as measured at the Delivery Point. If the event that Ballinger diverts greater than 1,250 acre-feet/year, Ballinger shall pay Abilene three (3) times the: 1) then-applicable System Raw Water Cost of Service or Enhanced System Raw Water Cost of Service rates, along with the applicable Alternate Supply Surcharge, and the 2) then-applicable System Transportation and Delivery Cost of Service and Transportation Surcharge rates, for such excess water. In lieu of accepting such payment from Ballinger, and at Abilene's sole discretion, Abilene may terminate this Agreement if Ballinger diverts greater than 1,250 acre-feet/year.

5.06 Ballinger's Source of Revenues for Payments to Abilene.

Ballinger represents and covenants that all payments to be made by it under this Agreement shall constitute reasonable and necessary operating expenses of its own system and that all such payments will be made from the revenues of Ballinger's system. Ballinger further represents and has determined that the Water obtained pursuant to this Agreement is necessary and essential to the present and future operation of Ballinger's water system. To that end, Ballinger agrees throughout the term of this Agreement, and any extension of the Agreement's term, to continuously operate and maintain its waterworks system, and to fix and collect rates and charges for water services as will produce revenues sufficient to satisfy all of the payments required under the Agreement.

ARTICLE VI
OTHER PROVISIONS

6.01 Indemnification.

To the extent allowed by law, the Parties hereby agree to indemnify each other and provide a legal defense for and/or hold each other harmless from and defend each other against any claim

that may arise in connection with or that arises as a result of this Agreement. Additionally, the Parties shall have the right to choose their own legal counsel to protect themselves and to preserve their respective rights.

6.02 Waiver and Amendment.

(a) Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by Abilene or Ballinger shall not be deemed a waiver by Abilene or Ballinger of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) calendar years plus one (1) day after the occurrence of the default.

(b) No officer or agent of either Party is authorized to waive or modify any provision of this Agreement. No modifications to or rescission of this Agreement may be made except by a written document signed by the Parties' authorized representatives.

6.03 Default/Remedies/Termination.

(a) Except as provided herein, in the event that either Party shall breach or fail to perform any of the provisions of this Agreement, the aggrieved Party shall promptly notify the other Party of the breach or failure to perform in writing. In the event such breach or failure to perform is not cured within sixty (60) calendar days after the receipt of such written notice, the Party sending the notice, at its discretion, may notify the other Party of its intention to declare this Agreement terminated. Upon receipt of such notice the breaching Party shall have thirty (30) calendar days to cure such breach prior to final action by the other Party declaring this Agreement terminated. Any notice requirement under the terms of this Article shall be in writing and shall be delivered by certified mail.

(b) A breaching Party shall be liable to the other Party for all costs incurred in pursuing any remedy that may be available to the non-breaching Party in response to a breach. Such non-breaching Party may, at its sole discretion, elect to pursue its own remedy resulting from the breaching Party's breach. Such remedies may be performed by the non-breaching Party, and the breaching Party shall be required to reimburse the non-breaching Party for all costs incurred.

(c) This Agreement may also be terminated upon mutual written consent of the Parties hereto.

6.04 Venue and Governing Law.

(a) The place of performance as agreed to by the Parties to this Agreement shall be Taylor County, Texas. In the event any legal proceeding is brought to enforce this Agreement or any provision hereof the same shall be brought in said Taylor County, Texas.

(b) This Agreement, and the rights and obligations of the Parties under or pursuant to this Agreement, shall be interpreted and construed according to the laws of the State of Texas. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. Each Party shall take and shall cooperate with the other Party to take all actions necessary for this Agreement and the activities contemplated by this Agreement to comply with all applicable laws, rules and regulations.

6.05 Contract for Goods and Services.

Each Party acknowledges that this Agreement and the Infrastructure Contract are written contracts for goods and services within the meaning of § 271.151(2)(a) of the Texas Local Government Code. The Parties agree that all services rendered pursuant to this Agreement and pursuant to the Infrastructure Contract are afforded by Abilene to Ballinger, and that Ballinger is not rendering any good or service to Abilene pursuant to this Agreement or pursuant to the Infrastructure Contract.

6.06 No Assignment.

Ballinger shall not assign its rights under this Agreement. In the event an assignment is attempted in violation of this provision, Ballinger's rights under this Agreement shall automatically and immediately terminate without notice.

6.07 Entire Agreement.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the Party to be charged and supported by consideration.

6.08 Termination of 2006 Transportation Contract.

The Parties hereby agree to terminate the 2006 Transportation Contract, with such termination effective upon the Effective Date of this Agreement.

6.09 Severability.

The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

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6.10 Captions and Headings.

The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

6.11 No Third Party Beneficiaries.

This Agreement does not create any third-party benefits to any person or entity other than the signatories hereto, and is solely for the consideration herein expressed.

6.12 Regulatory Authority and Reporting.

The effectiveness of this Agreement is dependent upon Abilene and Ballinger complying with the rules and regulations of the TCEQ or an agency succeeding to its jurisdiction. As provided above in Article IV, Ballinger shall submit an annual written report to Abilene by January 15 each calendar year in accordance with applicable TCEQ rules, indicating the total amount of water diverted under this Agreement each week and each month. Ballinger shall also provide Abilene with written notice within forty-eight (48) hours of exhausting the Annual Quantity of Water each calendar year.

6.13 Notices.

Any notice required or permitted to be delivered hereunder may be given by personal delivery to the party entitled thereto, by facsimile or other electronic transmission with electronic confirmation, any courier service which agrees to overnight, receipted delivery, addressed to Ballinger or Abilene, as the case may be, at the mailing address, facsimile number and email address set forth below:

For Abilene:
City Manager
City of Abilene
P.O. Box 60
Abilene, TX 79604-0060
Telephone: (325) 676-6206
Fax: (325) 676-6229

For Ballinger:
City Manager
City of Ballinger
P.O. Box 497
Ballinger, TX 76821
Telephone: (325) 365-3511
Fax: (325) 365-3445

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6.14 Execution in Counterparts.

The Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original. All signatures need not be on the same counterpart and this Agreement may be executed by facsimile signatures.

6.15 Authority to Execute.

Each of the persons signing on behalf of the Parties to this Agreement hereby confirm that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.

6.16 Force Majeure.

In the event that the performance by the Parties hereto of any of the Parties' obligations or undertakings hereunder shall be interrupted or delayed by an occurrence and not occasioned by the conduct of either Party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, drought, terrorism, or the act or conduct of any person or persons not party or privy hereto, then the Parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. No damages shall be recoverable from Abilene by Ballinger by reason of the suspension of the delivery of Water due to any of the causes above mentioned, and no failure of the Abilene to meet any obligations by reason of force majeure shall relieve Ballinger from its obligations to make payments required under the terms of this Agreement.

6.17 Effective Date.

The Effective Date of this Agreement is the date it is last signed by a Party.

IN WITNESS THEREOF, the Parties hereto, acting under the authority of the respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

CITY OF ABILENE, TEXAS
A Municipal Corporation

_____
Name:
Title: City Manager

Date: _____

ATTEST:

_____

_____

DRAFT

CITY OF BALLINGER, TEXAS
A Municipal Corporation

_____
Name:
Title: City Manager

Date: _____

ATTEST:

_____
_____

DRAFT

Water Supply Agreement

40-year term, with one 40-year renewal with mutual written agreement.

Contract is not effective until CRMWD agrees and Millersview-Doole agrees.

Abilene obligated to provide Ballinger with an annual quantity of 1,250 acre feet of water.

If Ballinger constructs the pipeline to connect to Grimes, then Abilene may also provide LFPH water if Ivie is insufficient to meet the annual quantity.

Ballinger has averaged around 500 acre feet per year of water use for the last decade or more. They have agreed to a take or pay amount of 625 acre feet a year. Meaning even if Ballinger only uses 300 acre feet of Abilene water, they will pay us for 625 acre feet. Any amount over 625 acre feet will be paid on a monthly basis at the appropriate system rate.

Ballinger is not entitled to divert more water than 1,250 acre feet per year. If they do so, they will pay 3 times the current rate of service, or Abilene may terminate the agreement.

Ballinger is required to adopt and implement a water conservation and drought management strategy that is subject to Abilene's review and approval. Ballinger's drought triggers and water use restrictions are require to correspond to Abilene's. If Ballinger does not follow their pans, Abilene may terminate the Agreement.

Ballinger may only use the water we supply them for Municipal Uses only as defined by the TCEQ.

If Ballinger wants to sell water outside of Runnels County, they need our permission. They cannot sell water to an Abilene customer.

Ballinger pays a variety of rates depending on what is happening with Abilene's water system.

> If they are just receiving Ivie water, they pay for the cost of Ivie water, plus transportation and delivery.
>
> If we are using alternate supplies (PK, groundwater or Cedar Ridge) and they have not connected to LFPH they pay for the cost of Ivie water, plus transportation and delivery, plus an alternative supply surcharge, plus a transportation surcharge.
>
> When Ballinger connects to LFPH (builds the Grimes pipeline) and we are providing LFPH water Ballinger pays an enhanced cost of water rate (includes Abilene's full cost of water from all regular sources – Hamby, LFPH, Ivie, Hubbard Creek), plus a transportation and delivery costs.
>
> If we have to use Hamby Water and alternate supplies, Ballinger pays the enhanced rate, plus transportation and delivery, plus alternative supply surcharge, plus a transportation surcharge.

While complicated, the rate structure is designed to capture the cost of providing Ballinger with water under any possible scenario.

The rates are reviewed and adjusted every three years with true up provisions if Ballinger did not pay their full cost of service during the three year period.

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **Resolution: Receive a report, hold a discussion and take action on the adoption of a water infrastructure agreement with the City of Ballinger, Texas. *(Robert Hanna)***

GENERAL INFORMATION

The City of Abilene and the City of Ballinger, Texas have been discussing a wholesale regional water supply contract for several months. A component of the discussion has been the contruction of a pipeline connecting the Hargesheimer Water Treatment Plant and the Grimes Water Treatment Plant. The attached agreement outlines how this will be accomplished and who will pay for it.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the agreement with the City of Ballinger, and authorizing the City Manager to execute the agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Infrastructure agreement	Backup Material
Talking Points	Backup Material

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF BALLINGER FOR WATER SUPPLY INFRASTRUCTURE AND IMPROVEMENTS.

WHEREAS, the City of Abilene ("City") is the holder of various water rights, including Certificate of Adjudication No. 12-4161, as amended, authorizing the diversion and use of 25,690 acre-feet of water per annum from the Lake Fort Phantom Hill reservoir ("LFPH") for municipal purposes ("LFPH Water"), and to divert and reuse up to 24,640 acre-feet of return flows per annum, less channel losses, for agricultural, industrial, and municipal purposes; and

WHEREAS, the City has secured access to water supplies in the O.H. Ivie Reservoir ("Lake Ivie") via that certain "West Central Texas Municipal Water District – City of Abilene, Texas, Water Contract," dated September 1, 1985, and amended on March 25, 2004 (the "Ivie Contract"), by which the City has contracted with West Central Texas Municipal Water District ("WCTMWD") for up to 15,001.78 acre-feet of water per annum ("Ivie Water"); and

WHEREAS, WCTMWD has obtained the source water for the Ivie Contract and has continuously supplied water to the City of Abilene under the Ivie Contract pursuant to that certain "West Central Texas Municipal Water District Water Supply Facilities and Services Contract" with the Colorado River Municipal Water District ("CRMWD") dated September 1, 1985, as amended of September 30, 1995, subsequently amended on March 25, 2004, and a Memorandum of Agreement, effective April 1, 2006 (collectively, the "WCTMWD-CRMWD Facilities Agreement"); and

WHEREAS, by agreement of the City of Abilene, WCTMWD, and CRMWD, on September 15, 2016, WCTMWD assigned all of WCTMWD's right, title, and interest in and to the WCTMWD-CRMWD Facilities Agreement; and

WHEREAS, the City of Abilene and the City of Ballinger have negotiated a "Water Supply Agreement between the City of Abilene, Texas and the City of Ballinger, Texas" (the "Water Supply Agreement") to be executed contemporaneously with the execution of this Infrastructure Contract whereby the City of Abilene has agreed to sell the City of Ballinger 1,250 acre-feet of untreated water per annum from the City of Abilene's supplies sourced in Lake Ivie and LFPH for municipal purposes; and

WHEREAS, that Water Supply Agreement also includes the City of Abilene's provision of LFPH Water to the City of Ballinger, necessitating the need to design and construct improvements to transport such water to the Delivery Point; and

WHEREAS, the City of Ballinger has agreed to plan for, design, and acquire the right of way necessary in order to construct improvements necessary to transport LFPH Water to the City of Ballinger and to pay the City of Abilene a pro-rata share of the costs to construct such improvements; and

WHEREAS, such infrastructure will include a water supply pipeline from the City of Abilene's Grimes Water Treatment Plant to the Hargesheimer Water -2- Treatment Plant, and related infrastructure necessary to transport LFPH Water provided to the City of Ballinger pursuant to the Water Supply Agreement; and

WHEREAS, the City of Abilene and the City of Ballinger now desire to enter this Infrastructure Contract to provide the terms and conditions under which the LFPH Infrastructure necessary to transport LFPH Water from LFPH to the Delivery Point will be designed and constructed.

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

Part 1: That the City Manager is hereby authorized to execute an agreement with the City of Ballinger, Texas, for the design and construction of water supply infrastructure for Lake Fort Phantom Hill water to be delivered to the City of Ballinger.

Part 2. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 26th day of October, 2017.

ATTEST:

_____
City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE – CITY OF BALLINGER
INFRASTRUCTURE AND IMPROVEMENTS CONTRACT

This City of Abilene-City of Ballinger Infrastructure and Improvements Contract ("this **Infrastructure Contract**") is made and entered into by and between the CITY OF ABILENE, TEXAS, a municipal corporation organized and operating under the laws of the State of Texas ("**Abilene**") and the CITY OF BALLINGER, TEXAS, a municipal corporation organized and operating under the laws of the State of Texas ("**Ballinger**"). Abilene and Ballinger are sometimes referred to as a "**Party**" or collectively referred to as the "**Parties**" herein.

RECITALS

WHEREAS, Abilene is the holder of various water rights, including Certificate of Adjudication No. 12-4161, as amended, authorizing the diversion and use of 25,690 acre-feet of water per annum from the Lake Fort Phantom Hill reservoir ("LFPH") for municipal purposes ("LFPH Water"), and to divert and reuse up to 24,640 acre-feet of return flows per annum, less channel losses, for agricultural, industrial, and municipal purposes;

WHEREAS, Abilene has secured access to water supplies in the O.H. Ivie Reservoir ("Lake Ivie") via that certain "West Central Texas Municipal Water District – City of Abilene, Texas, Water Contract," dated September 1, 1985, and amended on March 25, 2004 (the "Ivie Contract"), by which Abilene has contracted with West Central Texas Municipal Water District ("WCTMWD") for up to 15,001.78 acre-feet of water per annum ("Ivie Water");

WHEREAS, WCTMWD has obtained the source water for the Ivie Contract and has continuously supplied water to Abilene under the Ivie Contract pursuant to that certain "West Central Texas Municipal Water District Water SupplyFacilities and Services Contract" with the Colorado River Municipal Water District ("CRMWD") dated September 1, 1985, as amended of September 30, 1995, subsequently amended on March 25, 2004, and a Memorandum of Agreement, effective April 1, 2006 (collectively, the "WCTMWD-CRMWD Facilities Agreement");

WHEREAS, by agreement of Abilene, WCTMWD, and CRMWD, on September 15, 2016, WCTMWD assigned all of WCTMWD's right, title, and interest in and to the WCTMWD-CRMWD Facilities Agreement;

WHEREAS, Abilene and Ballinger have negotiated a "Water Supply Agreement between the City of Abilene, Texas and the City of Ballinger, Texas" (the "Water Supply Agreement") to be executed contemporaneously with the execution of this Infrastructure Contract whereby Abilene has agreed to sell Ballinger 1,250 acre-feet of untreated water per annum from Abilene's supplies sourced in Lake Ivie and LFPH for municipal purposes;

WHEREAS, the Water Supply Agreement also includes Abilene's provision of LFPH Water to Ballinger, necessitating the need to design and construct improvements to transport such water to the Delivery Point;

WHEREAS, Ballinger has agreed to plan for, design, and acquire the right of way necessary in order to construct improvements necessary to transport LFPH Water to Ballinger and to pay Abilene a pro-rata share of the costs to construct such improvements. Such infrastructure will include a water supply pipeline from Abilene's Grimes Water Treatment Plant to Abilene's Hargesheimer Water

Treatment Plant, and related infrastructure necessary to transport LFPH Water provided to Ballinger pursuant to the Water Supply Agreement;

WHEREAS, Abilene and Ballinger now desire to enter this Infrastructure Contract to provide the terms and conditions under which the LFPH Infrastructure necessary to transport LFPH Water from LFPH to the Delivery Point will be designed and constructed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, agreements, and benefits set forth in this Infrastructure Contract, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Abilene and Ballinger agree as follows:

ARTICLE I
DEFINITIONS

As used in this Infrastructure Contract, the following terms have the following definitions:

"Delivery Point" means the point designated by Abilene and Ballinger at which Water is to be delivered by Abilene to Ballinger under the Water Supply Agreement.

"Effective Date" means the date this Infrastructure Contract is last signed by a Party.

"LFPH Infrastructure" means the totality of the water transportation infrastructure necessary to divert, transport, and deliver LFPH Water to Ballinger pursuant to the Water Supply Agreement, and other water Abilene may transport, and encompasses all applicable pipeline(s) as well as other associated appurtenances, including, as applicable, pump stations and storage facilities.

"Water" means that raw water sold by Abilene to Ballinger as the Annual Quantity made available by Abilene pursuant to the Water Supply Agreement.

"Water Supply Agreement" means the "Water Supply Agreement Between the City of Abilene, Texas and the City of Ballinger, Texas" executed concurrently with this Infrastructure Contract, addressing the sale and transport of Water from Abilene to Ballinger.

ARTICLE II
TERM

2.01. Term.

The term of this Infrastructure Contract shall run from the Effective Date and shall continue to be effective until the final completion of the construction of LFPH Infrastructure. Abilene shall notify Ballinger in writing when such final completion of LFPH Infrastruture construction is achieved.

ARTICLE III
CONDITIONS PRECEDENT

3.01 Effectiveness Contingent Upon Conditions Precedent.

The effectiveness and performance of this Infrastructure Contract, as identified below, is contingent upon the following events, performance of which must occur prior to any applicable obligations arising under the Agreement:

(a) Secured Funding for LFPH Infrastructure.

This Infrastructure Contract's effectiveness is wholly contingent upon Ballinger securing funding for the planning, acquisition of right-of-way, and design ("PAD") of the LFPH Infrastructure, including any necessary government or regulatory approvals, which such approvals shall be final and non-appealable.

(b) Approval by Colorado River Municipal Water District for Abilene's service to Ballinger of Ivie Water.

This Infrastructure Contract's effectiveness is wholly contingent upon CRMWD's written consent to Abilene's sale of Ivie Water to Ballinger. Should CRMWD fail to approve the sale of Ivie Water as contemplated in the separate Water Supply Agreement within ninety (90) calendar days of the Effective Date of said Water Supply Agreement, this Infrastructure Contract shall automatically terminate.

ARTICLE IV
DESIGN AND CONSTRUCTION OF LFPH INFRASTRUCTURE

4.01 LFPH Infrastructure Responsibility.

Ballinger shall be responsible for the PAD for the entire LFPH Infrastructure required to transport LFPH Water from the Abilene's Grimes Water Treatment Plant to Abilene's Hargesheimer Water Treatment Plant, and thenceto the Delivery Point. Such PAD obligations shall be inclusive of the entire LFPH Infrastructure capacity, which Abilene estimates will be approximately 18 MGD (the sum of Abilene's and Ballinger's desired capacity). Accordingly, Ballinger shall perform its PAD work to upsize the LFPH Infrastructure to meet Abilene's requirements for the total capacity of the LFPH Infrastructure.

4.02 Abilene Review and Approval of PAD Documents

Ballinger shall present the PAD documents in both draft and final form to Abilene for Abilene's review and written approvals, which such approvals shall not be unreasonably withheld or delayed. All right-of-way acquisitions shall be identified by Ballinger for Abilene's written approval, which such approval shall not be unreasonably withheld or delayed. Upon Abilene's final written approval, Ballinger shall then acquire such right-of-way in Abilene's name and at Ballinger's sole cost.

4.03 Ownership of LFPH Infrastructure.

As consideration for this Infrastructure Contract, the Parties agree that upon the completion of construction of the LFPH Infrastructure, Abilene shall be the sole owner of such LFPH Infrastructure and Ballinger shall own 3 MGD of dedicated capacity in such LFPH Infrastructure. Ballinger acknowledges that it will accrue no equity or any other interest in the LFPH Infrastructure.

4.04 Commencing LFPH Construction and Ballinger Payment for Pro-Rata Share.

At its sole discretion, Abilene will determine when the LFPH Infrastructure construction shall commence, and Abilene shall notify Ballinger of such commencement in writing. Upon Abilene's notice to Ballinger of Abilene's intent to commence construction of the LFPH Infrastructure, Ballinger shall have not less than three hundred and sixty-five (365) days from such notice to pay Abilene for Ballinger's share of the construction of the LFPH Infrastructure, which the Parties contemplate will be 3MGD of the total capacity of LFPH Infrastructure. Ballinger shall pay Abilene by providing a lump sum payment for its share of dedicated capacity in the LFPH Infrastructure. Abilene, however, shall have no obligation to commence construction of the LFPH Infrastructure until such payment is received from Ballinger. Ballinger's failure to pay for its dedicated capacity in the construction of the LFPH Infrastructure shall constitute grounds for termination of this Infrastructure Contract and the Water Supply Agreement, at Abilene's sole discretion.

ARTICLE V
OTHER PROVISIONS

5.01 Indemnification.

To the extent allowed by law, the Parties hereby agree to indemnify each other and provide a legal defense for and/or hold each other harmless from and defend each other against any claim that may arise in connection with or that arises as a result of this Infrastructure Contract. Additionally, the Parties shall have the right to choose their own legal counsel to protect themselves and to preserve their respective rights.

5.02 Waiver and Amendment.

(a) Failure to enforce or the waiver of any provision of this Infrastructure Contract or any breach or nonperformance by Abilene or Ballinger shall not be deemed a waiver by Abilene or Ballinger of the right in the future to demand strict compliance and performance of any provision of this Infrastructure Contract. Regardless of any provision contained in this Infrastructure Contract to the contrary, any right or remedy or any default under this Infrastructure Contract, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) calendar years plus one (1) day after the occurrence of the default.

(b) No officer or agent of either Party is authorized to waive or modify any provision of this Infrastructure Contract. No modifications to or rescission of this Infrastructure Contract may be made except by a written document signed by the Parties' authorized representatives.

5.03 Termination/Default/Remedies.

(a) The Parties agree that this Infrastructure Contract shall automatically terminate upon the substantial completion of the LFPH Infrastructure construction.

(b) Except as provided herein, in the event that either Party shall breach or fail to perform any of the provisions of this Infrastructure Contract, the aggrieved Party shall promptly notify the other Party of the breach or failure to perform in writing. In the event such breach or failure to perform is not cured within sixty (60) days after the receipt of such written notice, the Party sending the notice, at its discretion, may notify the other Party of its intention to declare this Infrastructure Contract terminated. Upon receipt of such notice the breaching Party shall have thirty (30) days to cure such breach prior to final action by the other Party declaring this Infrastructure Contract terminated. Any notice requirement under the terms of this Article shall be in writing and shall be delivered by certified mail.

(c) A breaching Party shall be liable to the other Party for all costs incurred in pursuing any remedy that may be available to the non-breaching party in response to a breach. Such non-breaching Party may, at its sole discretion, elect to pursue its own remedy resulting from the breaching Party's breach. Such remedies may be performed by the non-breaching Party, and the breaching Party shall be required to reimburse the non-breaching Party for all costs incurred

(d) This Infrastructure Contract may also be terminated upon mutual written consent of the Parties hereto.

5.04 Venue and Governing Law.

(a) The place of performance as agreed to by the Parties to this Infrastructure Contract shall be Taylor County, Texas. In the event any legal proceeding is brought to enforce this Infrastructure Contract or any provision hereof the same shall be brought in said Taylor County, Texas.

(b) This Infrastructure Contract, and the rights and obligations of the Parties under or pursuant to this Infrastructure Contract, shall be interpreted and construed according to the laws of the State of Texas. This Infrastructure Contract is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. Each Party shall take and shall cooperate with the other Party to take all actions necessary for this Infrastructure Contract and the activities contemplated by this Infrastructure Contract to comply with all applicable laws, rules and regulations.

5.05 Contract for Goods and Services.

Each Party acknowledges that this Infrastructure Contract and the Water Supply Agreement are written contracts for goods and services within the meaning of § 271.151(2)(a) of the Texas Local Government Code. The Parties agree that all services rendered pursuant to this Infrastructure Contract and pursuant to the Water Supply Agreement are afforded by Abilene to Ballinger, and that Ballinger is not

rendering any good or service to Abilene pursuant to this Infrastructure Contract or pursuant to the Water Supply Agreement.

5.06 No Assignment.

Ballinger shall not assign its rights under this Infrastructure Contract. In the event an assignment is attempted in violation of this provision, Ballinger's rights under this Infrastructure Contract shall automatically and immediately terminate without notice.

5.07 Entire Agreement.

This Infrastructure Contract contains the entire agreement between the Parties relating to the rights herein granted. Any oral representations or modifications concerning this Infrastructure Contract shall be of no force and effect, excepting a subsequent modification in writing, signed by the Party to be charged and supported by consideration.

5.08 Severability.

The provisions of this Infrastructure Contract are severable and, if any provision of this Infrastructure Contract is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Infrastructure Contract will not be affected and this Infrastructure Contract will be construed as if the invalid portion had never been contained herein.

5.09 Captions and Headings.

The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Infrastructure Contract.

5.10 No Third Party Beneficiaries.

This Infrastructure Contract does not create any third-party benefits to any person or entity other than the signatories hereto, and is solely for the consideration herein expressed.

5.11 Notices.

Any notice required or permitted to be delivered hereunder may be given by personal delivery to the party entitled thereto, by facsimile or other electronic transmission with electronic confirmation, any courier service which agrees to overnight, receipted delivery, addressed to Ballinger or Abilene, as the case may be, at the mailing address, facsimile number and email address set forth below:

For Abilene:
City Manager
City of Abilene
P.O. Box 60
Abilene, TX 79604-0060
Telephone: (325) 676-6206
Fax: (325) 676-6229

For Ballinger:

City Manager
City of Ballinger
P.O. Box 497
Ballinger, TX 76821
Telephone: (325) 365-3511
Fax: (325) 365-3445

5.12 Execution in Counterparts.

The Parties hereto acting under authority of their respective governing bodies have caused this Infrastructure Contract to be duly executed in several counterparts, each of which is deemed to be an original. All signatures need not be on the same counterpart and this Infrastructure Contract may be executed by facsimile signatures.

5.13 Authority to Execute.

Each of the persons signing on behalf of the Parties to this Infrastructure Contract hereby confirm that they have the authority to execute this Infrastructure Contract on behalf of the Party indicated by their signature.

5.14 Force Majeure.

In the event that the performance by the Parties hereto of any of the Parties' obligations or undertakings hereunder shall be interrupted or delayed by an occurrence and not occasioned by the conduct of either Party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, drought, terrorism, or the act or conduct of any person or persons not party or privy hereto, then the Parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. No damages shall be recoverable from Abilene by Ballinger by reason of the suspension of the delivery of Water due to any of the causes above mentioned, and no failure of the Abilene to meet any obligations by reason of force majeure shall relieve Ballinger from its obligations to make payments required under the terms of this Infrastructure Contract.

IN WITNESS THEREOF, the Parties hereto, acting under the authority of the respective governing bodies, have caused this Infrastructure Contract to be duly executed in multiple counterparts, each of which shall constitute an original.

5.15 Effective Date.

The Effective Date of this Infrastructure Contract is the date it is last signed by a Party.

DRAFT

CITY OF ABILENE, TEXAS
A Municipal Corporation

_____
Name:
Title: City Manager

Date: _____

ATTEST:

_____
_____

CITY OF BALLINGER, TEXAS
A Municipal Corporation

_____
Name:
Title: City Manager

Date: _____

ATTEST:

_____
_____

DRAFT

Infrastructure Contract Agreement

The term is an evergreen term. Meaning it is effective until Ballinger performs and the pipeline is completed.

Contract is not effective until Ballinger secures funding for the planning, acquisition of right of way, and design (PAD) of the LFPH infrastructure, CRMWD consent to sell of Ivie water.

Ballinger is responsible for the PAD of the pipeline connecting Hargesheimer to Grimes which should flow 18MGD (Abilene + Ballinger's needs). In short, Ballinger completes the PAD associated with Abilene and Ballinger needs for the pipeline.

Ballinger shall pay for its portion of pipeline construction. Abilene will pay for its portion of pipeline construction. Abilene owns the pipeline, and Ballinger owns 3 MGD of dedicated capacity which Abilene can use if Ballinger isn't using it.

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO: **Robert Hanna, City Manager**

FROM: **Tiffni Hererra, Interim City Secretary**

SUBJECT: **Resolution: Nominating individuals to the Board of Directors of the Central Appraisal District of Taylor County for 2017-2018** ***(Tiffni Hererra)***

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Cover Memo
Appraisal District Letter	Backup Material

RESOLUTION #_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, NOMINATING INDIVIDUALS TO THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY FOR TWO YEARS BEGINNING JANUARY 1, 2018.

WHEREAS, the City of Abilene is entitled by Chapter 6 of the Texas Property Tax Code to nominate members to the Board of Directors of the Taylor County Appraisal District; and

WHEREAS, the City Council of the City of Abilene met in a public meeting on October 12, 2017; to consider this action;

THEREFORE LET IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, THAT;

SECTION 1: The City Council of the City of Abilene hereby resolves to nominate the following individuals to the Board of Directors of the Central Appraisal District of Taylor County for a term of office of two years beginning January 1, 2018

_____
_____
_____
_____
_____

PASSED AND APPROVED THIS THE 26th DAY OF OCTOBER 2017.

ATTEST:

_____
Tiffni Hererra
Interim City Secretary

_____
Anthony Williams
Mayor

APPROVED:

_____
Stanley Smith
City Attorney

CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY

BOARD OF DIRECTORS
YVONNE BATTS, Chairperson
CECIL DAVIS, Vice Chairperson
KENT LEFEVRE, Secretary
JOHN STEARNS
BOB BENHAM

ADMINISTRATION
GARY EARNEST, CEO
RHONDA GRAVES, CFO
DEBBIE SMITH, COO
SCOTT TRUITT, Director
ALLISON PERKINS, Coordinator

September 29, 2017

Mr. Mike Rains, CPA
Finance Director
P. O. Box 60
Abilene, TX 79604-0060

As required by state law, I am notifying you of the elections process for the Board of Directors of the Central Appraisal District that will be conducted over the next three months. The process begins by this notice letting you know the votes to which your tax unit is entitled. The attached copy of the tax units and their vote allocations are based on the 2016 tax levies.

Your tax unit may nominate up to five members to the Board, but no nomination is required. For the past two years, the following members have served on the Board:

- Ms. Yvonne Batts, Chairman of the Board, Owner of Batts Communication (AISD)
- Mr. Cecil Davis, Vice Chairman, former Superintendent of Wylie ISD (At-large)
- Mr. Kent LeFevre, Secretary, former Superintendent of Jim Ned CISD (Taylor County)
- Mr. John Stearns, owner of Quail Well Service, (AISD)
- Mr. Bob Benham, CPA, Enprotec / Hibbs & Todd Inc., (City of Abilene)

All current Board members are willing to stand for re-election.

After we receive the nominations from all tax units, we will assemble a ballot around November 1, and each tax unit will have the opportunity to cast their votes for a single individual or the tax unit may disburse votes among the candidates. The voting is certified by a resolution of your board in regular session. The resolutions are to be returned to the District before December 15. The results will be announced immediately following that deadline.

If you have any questions about the procedures for the elections of the Board, please contact Gary Earnest at 676-9381 ex 124, he will be happy to answer your questions.

Sincerely yours,
Kent LeFevre
Secretary to the Board of the Central Appraisal District

CEAA
IAAO
CERTIFICATE OF EXCELLENCE IN ASSESSMENT ADMINISTRATION

NOMINATION RESOLUTION

WHEREAS the Texas Property Tax Code allows tax jurisdictions to nominate up to five people to serve on the Board of the Central Appraisal District of Taylor County for a term of office of two years beginning January 1, 2018;

AND WHEREAS, the City of Abilene desires to nominate a person or persons to said Board;

AND WHEREAS, said tax unit recognizes the importance of cost-effective operations of the Appraisal District,

NOW THEREFORE, we hereby nominate the following person or persons for a position on the Board of Directors of the Taylor County Appraisal District.

Bob Benham

_____

_____

_____

_____

Approved on this the _____ day of _____, 2017.

_____
Presiding Officer of Tax Unit

_____
Attest, Secretary of the Tax Unit

CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY

2017 VOTING ALLOCATIONS

TAX UNIT	2016 LEVY IN TAYLOR	PERCENT OF LEVY	VOTES PER TAX UNIT
TAYLOR COUNTY	$41,391,075.26	24.46%	1223
CITY OF ABILENE	42,434,099.34	25.08%	1254
CITY OF BUFFALO GAP	106,753.84	0.06%	3
CITY OF LAWN	29,795.79	0.02%	1
CITY OF MERKEL	576,692.29	0.34%	17
CITY OF TRENT	12,980.35	0.01%	0
CITY OF TUSCOLA	83,512.38	0.05%	2
CITY OF TYE	421,703.89	0.25%	12
AISD	51,080,446.59	30.19%	1509
EULA ISD	1,565,562.79	0.93%	46
JIM NED CISD	4,796,715.63	2.83%	142
MERKEL ISD	4,513,035.03	2.67%	133
TRENT ISD	595,704.00	0.35%	18
WYLIE ISD	20,110,197.07	11.88%	594
BLACKWELL ISD	1,115,757.14	0.66%	33
CLYDE ISD	239,603.19	0.14%	7
WINTERS ISD	133,566.95	0.08%	4
TOTAL =	$169,207,201.53	100.00%	5000

City Council
Agenda Memo

City Council Meeting Date: 10/26/2017

TO:

FROM:

SUBJECT: **Discussion and Possible Action:** **For appointment to City Secretary's Position**

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION