



City of Abilene City Council Agenda

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

Weldon Hurt, Mayor

Blaise Regan, Council Member
Brian Yates, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on June 27, 2024, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Deputy Mayor Pro-tem Travis Craver

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 13, 2024 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Abilene-Taylor County Events Venue District Board
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement with Jacob & Martin for the Zoo Parking & Lighting Improvements **(Jesse Pottebaum)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Denial of AEP Texas 2024 Application to Increase Rates and Finding City's Reasonable Rate Case Expenses Shall be Reimbursed **(Marjorie Knight)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with Schneider Electric Buildings America Inc. (ESCO), for Phase 5 Energy Efficient Facility Improvements **(Lesli Andrews)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Agreement for Phase 6 with Schneider Electric Buildings America Inc. (ESCO), for Generator Improvements **(Lesli Andrews)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Amended and Restated Bylaws of Keep Abilene Beautiful, Inc. **(Michael Rice)**
9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving the Purchase of a Replacement Bar Screen Compactor Unit from Vision Equipment for the Buck Creek Pump Station **(Rodney Taylor)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into Economic Development Agreements with Thornton Custom Homes for 3402 Vogel St., 2809 S 11th St., 2718 Westview Dr., 2710 Westview Dr., 2702 Westview Dr., and 2702 N Willis St. **(Tim Littlejohn)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Single-Family Rehabilitation Program Budget with HOME Program Funds for 2102 Vine Street **(Tim Littlejohn)**.
12. **Ordinance (First Reading) Z-2024-12:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Civetta Solutions, To Create A New Planned Development District (PD-187). The Proposed Planned Development District Will Allow Medium Density Residential With A Maximum Density Of 12 Units Per Acre And Would Remove The Requirement That Limits Development To A Maximum Of Four Units Per Lot. Located At 368 Centenary Drive. **(Tim Littlejohn)**
13. **Ordinance (First Reading) Z-2024-13:** Receive a Report, Hold a Discussion, and Take Action on A Request From Walmart Stores Texas, LLC, Represented By Madeline Hart, To Amend The Terms Of The Planned Development District 57 To Allow The Storage Of Shipping Containers At Designated Locations. Located At 4350 Southwest Dr. **(Tim Littlejohn)**
14. **Ordinance (First Reading) Z-2024-16:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Luke Harwell, To Change The Zoning Of Approximately 1.02 Acres From Light Industrial (LI) To General Commercial (GC). Located At 19 Windmill Circle. **(Tim Littlejohn)**
15. **Ordinance (First Reading) Z-2024-17:** Receive a Report, Hold a Discussion, and Take Action

on A Request From Walmart Stores Texas, LLC, Represented By Tim M. Martin, To Amend The Terms Of The Planned Development District 91 To Allow The Storage Of Shipping Containers At Designated Locations. Located At 1650 Hwy 351. (Tim Littlejohn)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

16. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Order of The Abilene-Taylor County Events Venue District Authorizing the Issuance of the District's Venue Tax Revenue Bond (Hotel Occupancy Tax), Series 2024; And Enacting Other Provisions Relating to the Subject (Marjorie Knight)

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

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

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-676-6208.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 21st day of June, 2024, at 9:20 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 13, 2024
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 13, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-13-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
June 13, 2024 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on June 13, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Shane Price delivered the invocation.

Boy Scout Troop 206 led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Awards:
 - Larry Brooks – 40 years – Fleet Services
- Proclamations:
 - Elder Abuse Awareness Month – accepted by Adult Protective Services.
 - Motorcycle & Scooter Ride to Work Day – accepted by E’Lisa Smentana and MPO staff.
 - Solid Waste & Recycling Workers Week – accepted by Max Johnson and Public Works staff.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-20. Items 14 and 15 were pulled for individual consideration.

Items pulled for individual consideration:

- Item 14: Councilmember Regan
- Item 15: Mayor Pro-tem McAlister

PUBLIC COMMENTS

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

- Dorothy Clay
- Tammy Fogle
- Elizabeth Powell
- Sammy Garcia
- Billy Enriquez
- Erin Spence
- Justin Whitely
- Jason Hernandez
- Jo Bengs

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

CONSENT AGENDA

Deputy Mayor Pro-tem Craver moved to approve the consent agenda consisting of items 4-13 and 16-20.
Councilmember Beard seconded the motion. Motion carried.

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

Councilmember Yates had a conflict of interest on item 19 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 19 alone was:

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

Mayor Pro-tem McAlister had a conflict of interest on item 20 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 20 alone was:

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

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 23, 2024
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 126-2024]

Board	Term End Date
<i>Board of Adjustment</i>	
Josh Rader [Alternate] [New]	November 2024 [unexpired term]
<i>Mayor's Advisory Board for People with Disabilities</i>	
Meka Allen [New]	October 2025
<i>Street Maintenance Advisory & Appeals Board</i>	
Jennifer Martinez [New]	March 2026

6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Annual Service of Google Workspace for the City's Boards and Commissions through SADA Systems, Inc. via the State of Texas Contract DIR-TSO-4162
[ASSIGNED RESOLUTION NO. 127-2024]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Final Approval of Donation of approximately 115.35 acres to the State of Texas, Veteran's Land Board, for Expansion of the Texas State Veterans' Cemetery in Abilene
[ASSIGNED RESOLUTION NO. 128-2024]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Four (4) 2025 Kenworth T480 Chassis with Ox Body Stampede 10-12 Yd Dump Bodies for Water Distribution through MHC Kenworth Using BuyBoard Cooperative Contract #723-23
[ASSIGNED RESOLUTION NO. 129-2024]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2024 Caterpillar CW16 Model Pneumatic Roller for Streets Division from WarrenCat Using Sourcewell Cooperative Contract #011723-CAT
[ASSIGNED RESOLUTION NO. 130-2024]
10. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2445 Street Resurfacing Project Work Zone N6B (Pasadena Heights neighborhood) to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 131-2024]
11. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Project # CB-2439 Stormwater Utility Rate Study to Freese and Nichols, Inc.
[ASSIGNED RESOLUTION NO. 132-2024]
12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a #CB-2446 Construction Manager At-Risk Services for Abilene Recreation Centers - G.V. Daniels and Cesar Chavez to Teinert Construction
[ASSIGNED RESOLUTION NO. 133-2024]
13. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Bid #CB-2447 Nelson Wilson Park Enhancements to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 134-2024]
16. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Ten (10) 2025 Ram 1500's from Sames Bastrop Chrysler, Dodge, Jeep, and Ram of Laredo, Texas Through Bids Received from CB-2444 for Engineering, Building Inspection, and Water Utilities
[ASSIGNED RESOLUTION NO. 137-2024]
17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation
[ASSIGNED RESOLUTION NO. 138-2024]
18. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Chowning Realty LLC for 5290 Questa Drive
[ASSIGNED RESOLUTION NO. 139-2024]
19. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Prettiest Town Properties for 1310 Locust St.
[ASSIGNED RESOLUTION NO. 140-2024]
20. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Agreement with Uber Displays LLC for New LED Marquee at the Abilene Convention Center
[ASSIGNED RESOLUTION NO. 141-2024]

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

14. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid # CB-2448 Camp Barkeley Dog Park Relocation Project to Teinert Construction
[ASSIGNED RESOLUTION NO. 135-2024]

Having pulled the item, Councilmember Regan expressed his concerns on the cost for this project and asked for a breakdown. Adoption of the item would award bid CB-2448 to Teinert Construction for the construction of a new dog park.

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

- Tammy Fogle
- Eric Bengs

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

Councilmember Regan moved to table the item to allow staff to come up with a more cost effective option. Motion failed for a lack of a second.

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

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

15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a CMAR Agreement with Sedalco Construction Services for the Abilene Zoo Africa Series of Exhibits Project
[ASSIGNED RESOLUTION NO. 136-2024]

Having pulled the item, Mayor Pro-tem McAlister asked Jesse Pottebaum, Zoo Director, to give details about this project. Adoption of the item would approve the issuance of \$15,000,000 in General Obligation Bonds for improvements to the Zoo, authorized by voters on November 7, 2023.

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

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

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

Mayor Hurt recessed the meeting for a break from 9:46 a.m. to 9:53 a.m.

Mayor Hurt recognized Mari Cockrell, Director of Communications, and her staff for the awards their department won recently.

REGULAR AGENDA

21. Discussion: Receive a Report, Hold a Discussion and Public Hearing on FY24 and FY25 Budget Reductions, and the Demolition and Re-Construction of G.V. Daniels and Cesar Chavez Recreation Centers

Robert Hanna, City Manager, presented the item. He went over budget cuts and position freezes for Fiscal Year 2024. Recreation centers were discussed, with the proposal to close and demolish both Cesar Chavez and GV Daniels at the same time. 13 FTE will be done away with but those employees can move to other departments. Parks is working with non-profits and AISD to see if there is an option for them to take after school care and summer camp on. Budget reductions for Fiscal Year 2025 were also discussed. Council had questions about the logistics of the closures, the tax rate, and sales tax numbers.

Mr. Hanna presented Council with four capital improvement projects, AHS Main Library Branch, Microwave Radio Station, TxDOT Aircraft Ramp Grant Match, and Rose Park Pickleball Courts. It was the consensus of Council to move forward with all of these, except the Rose Park Pickleball Courts, at this time.

Mayor Hurt opened the public hearing. The following spoke:

- Tammy Fogle

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

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

22. Ordinance (Final Reading) Z-2024-08: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.29 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 917 & 919 S Treadaway Blvd.
[ASSIGNED ORDINANCE NO. 25-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Heavy Industrial (HI) to Light Industrial (LI).

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

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

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

23. Ordinance (Final Reading) Z-2024-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.08 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located On The East Side Of The 2500 Block Of N Treadaway Blvd.
[ASSIGNED ORDINANCE NO. 26-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Heavy Industrial (HI) to Light Industrial (LI).

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

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

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

NAYS (0): None

24. Ordinance (Final Reading) Z-2024-10: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.35 Acres Zoned General Retail (GR) To General Commercial (GC). Located At 542 E. Ambler Avenue.
[ASSIGNED ORDINANCE NO. 27-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from General Retail (GR) to General Commercial (GC).

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

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

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

NAYS (0): None

25. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, Subdivision Regulations, Article 1, Subdivision Procedures, Division 4, Final Plat, Sections 3.1.4.2 and 3.1.4.3
[ASSIGNED ORDINANCE NO. 28-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend Chapter 3 Subdivision Regulations, of the City Code, which would give the Director of Planning and Zoning the ability to approve or deny plat requests. This amendment will also give an appeal process to the City Manager and the Planning and Zoning Board.

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

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

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:48 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 26. A.551.072 (Deliberations about Real Property)
 - 1. Maxwell Golf Course
 - 2. Agenda Item #28
- 26.D.551.087 (Business Prospect/Economic Development)
 - 1. Agenda Item #27

The Executive Session ended at 11:12 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

27. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Updated Tax Abatement Policy, Guidelines and Criteria, and Chapter 380 Economic Development Agreements Policy
[ASSIGNED RESOLUTION NO. 142-2024]

Earlier in the meeting, under Section 551.087 (Business Prospect/Economic Development) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 10:48 a.m., and ended at 11:12 a.m. No votes or actions were taken at that time.

Robert Hanna, City Manager, presented the item. Adoption of the item would approve an updated Tax Abatement policy and Chapter 380 Economic Development Agreement Policy.

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

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

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

28. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Amendment to Tax Abatement Agreements for Property Located in Abilene, Taylor County, Texas with Lancium, LLC.
[ASSIGNED RESOLUTION NO. 143-2024]

Earlier in the meeting, under Section 551.072 (Consultation with Attorney) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 10:48 a.m., and ended at 11:12 a.m. No votes or actions were taken at that time.

Robert Hanna, City Manager, presented the item. Adoption of the item would authorize the City Manager to complete negotiations and execute an amendment to the Tax Abatement Agreements for property located in Abilene with Lancium, LLC.

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

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

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

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 11:19 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3.

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

- **Abilene-Taylor County Events Venue District Board**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 27th day of June, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____ EXHIBIT "A"	
Board	Term End Date
<i>Abilene-Taylor County Events Venue District Board</i>	
Eric Bruntmyer [New]	November 2025



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

- Abilene-Taylor County Events Venue District Board





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Jesse Pottebaum, Zoo Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement with Jacob & Martin for the Zoo Parking & Lighting Improvements (*Jesse Pottebaum*)

GENERAL INFORMATION

The City of Abilene is coordinating Zoo Improvements while working with AYSA on the development of new flat fields adjacent to the Zoo property.

The existing Zoo parking lot is past its end of life and in desperate need of total replacement.

The professional services for the new Zoo parking lot and Lighting will address the current end of life condition, and will coordinate the Zoo parking lot improvements with the adjacent project for AYSA. The Professional Services agreement with Jacob & Martin has a Not to Exceed contract value of \$193,000.00. The professional services include Initial Project Data Collection and Analysis, and the Design of the Parking Lot, Pedestrian, Drainage and Lighting Improvements. Jacob & Martin will assist in the bidding process, and contract administration for the construction project. This Professional Services agreement does not include resident project inspection.

The future project will be constructed in phases in order to maintain public access to the Zoo during construction.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for Professional Services is available within the Voter approved 2023 Bond issuance

for Zoo improvements.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION.Zoo-Parking Lot Design
2. JM Agreement-Zoo Paving Improvements
3. Zoo Parking.Prelim Layout
4. Presentation-ZOO - Parking Lot Design Services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH JACOB MARTIN LLC**

WHEREAS, the Abilene Voters approved the Issuance of \$15,000,000 in General Obligation Bonds for improvements to the City Zoo on November 7, 2023; and

WHEREAS, the City is coordinating Zoo Improvements while working with AYSA on the development of new flat fields adjacent to the Zoo property; and

WHEREAS, the existing Zoo parking lot is past its end of life and in desperate need of total replacement; and

WHEREAS, the professional services for the new Zoo Parking Lot and Lighting will address the current end of life condition, and will coordinate the Zoo parking lot improvements with the adjacent project for AYSA; and

WHEREAS, the professional services include Initial Project Data Collection and Analysis, and the Design of the Parking Lot, Pedestrian, Drainage and Lighting Improvements.

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

Part 1: The City Council authorizes the City Manager to execute an agreement with Jacob Martin LLC for the not to exceed amount of \$193,000.00.

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

ADOPTED this 27th day of June, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the 27th. day of June, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Jacob Martin, a LLC. organized under the laws of the State of Texas. (“Professional”).

The City is engaged in Abilene Zoo Paving Improvements. and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified architect/engineer properly licensed/certified to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by mutually agreed upon date.

II. FEE

For the services to be rendered under this Contract, the Professional will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional’s employees, or another entity over which the Professional exercises control.

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

2. Provide for thirty (30) days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The types of insurance required in this Contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

<u>Type</u>	<u>Amount</u>
☒ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	
☐ 6. No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

If, through any cause, the Professional fails to fulfill its obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

The Professional, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Professional. The City may withhold any payments to Professional for the purpose of setoff until the exact amount of damages due the City from the Professional is determined and paid.

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Jesse Pottebaum, Zoo Director
P.O. Box 60
Abilene, Texas 79604

Professional – ATTN:
Clayton Farrow
3465 Curry Lane
Abilene, Texas 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids for this Contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion, or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. STATUTORY VERIFICATIONS

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

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

with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By: 

Name:

Name: Tal Fillingim

Title:

Title: Senior Principal Engineer

Address: 3465 Curry Lane, Abilene, Texas

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

Attachment A

SCOPE OF SERVICES

Engineering services, including surveying and materials testing, for the design of new parking facilities and pedestrian access improvements for the Abilene Zoo. The work includes rehabilitation of existing parking areas, design of a new parking facility and associated sidewalks, drainage improvements, lighting improvements, landscape, and other pedestrian facilities.

Task 1 – Initial Project Data Collection and Analysis

The Scope of the work will consist of the following:

- 1) Topographic survey, utility locates, and associated field data collection necessary to prepare construction documents. Determination of property boundaries for paving/parking and pedestrian improvements. Preparation of easement or right-of-way dedication documents, plats, or any other survey document or instruments are not included.
- 2) Existing pavement corings and lab analysis for up to 8 total corings.

Task 2 – Design of Parking Lot, Pedestrian, Drainage Improvements and Lighting

The Scope of the work will consist of the following:

- 1) Pavement section design, including evaluations and analysis of paving improvement approach.
- 2) Develop schematic designs, provide design development, and final construction documents in accordance with City of Abilene requirements. Prepare schematic designs for stakeholder and City approval. Prepare detailed construction plans for the purpose of bidding and constructing the paving and pedestrian improvements. This shall include typical sections, horizontal and vertical alignments, connectivity to existing and proposed roadways, drainage structure details, erosion control plans, landscape plans, electrical and lighting design, pedestrian and street signage, pavement marking plan, and all associated construction details and specifications
- 3) Prepare an estimate of construction quantities and develop an opinion of probable construction costs.
- 4) Develop a phasing plan for construction of designed improvements.
- 5) Coordinate plan review and approval, including any required TDLR Handicap Accessibility reviews in accordance with Americans with Disabilities Act.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

- 6) Attend all design and project coordination meetings as required.
- 7) Provide all coordination with permitting agencies to obtain permits, including all necessary utility coordination.
- 8) Prepare bid and contract documents and attend any pre-bid meetings. Assist the City of Abilene in advertising, bidding and contract award.
- 9) Hold a pre-construction conference involving all parties and assist in any needed review of design related questions during construction.
- 10) Provide construction administration to include review and approval of submittals/shop drawings as needed for the project, respond to any requests for information (RFI's), and perform periodic and final inspections for the project.
- 11) Prepare and approve any change orders needed during construction. Issue revised construction plans if needed.
- 12) Prepare record drawings and provide in digital format acceptable to the City of Abilene.
- 13) This scope does not include resident project inspection.

Compensation Payment Schedule

Payment is based on the completion of work as set forth in the authorized individual Task, as set out below, not to exceed the Total Contract Amount of \$193,000.

Compensation for Task 1 as described above shall be at a lump sum fee of \$10,000.00. Any additional pavement coring's above the 8 specified in the scope of services will be provided at a rate of \$400 per coring.

Compensation for Task 2 as described above shall be at a lump sum fee of \$183,000.00.

Fees do not include any required outside review, inspection, or filing fees. All fees are based on the project extents as outlined. Project extents shall not be extended without written approval from the City of Abilene. Should the project extents be increased then contract would need to be renegotiated. Project schedule to be finalized once notice to proceed has been issued. Task 1 is anticipated to be completed within 3 weeks from notice to proceed. Task 2 is anticipated to be completed within 8 weeks after completion of Task 1.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) x

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the Professional's work on the project has been completed and accepted by the City.

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

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

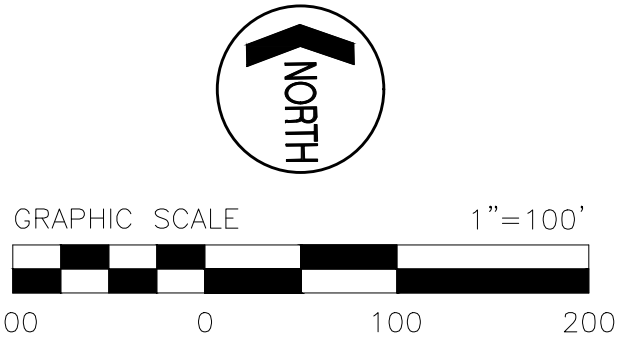
(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

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

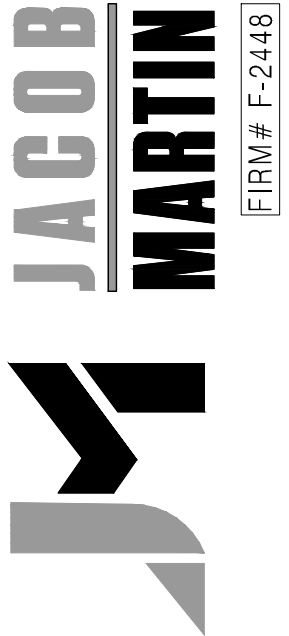
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CITY OF ABILENE
ZOO PARKING & LIGHTING IMPROVEMENTS

ABILENE, TEXAS
PRELIMINARY PARKING LAYOUT

3465 CURRY LANE
ABILENE, TX 79606
825-693-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76066
817-594-9880
1014 BROADWAY STREET
LUBBOCK, TX 79401
806-368-6375



NO.	REVISION	DATE	SCALE	1" = 100'
			PROJECT #	24161
			DESIGNED	
			DRAWN	
			CHECKED	

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

1

SEQ.

Award of Professional Services Agreement to Jacob & Martin LLC for Abilene Zoo Parking & Lighting Improvements

Jesse Pottebaum





Award of Professional Services Agreement to Jacob & Martin LLC for Abilene Zoo Parking & Lighting Improvements

- The Abilene Voters approved the Issuance of \$15,000,000 in General Obligation Bonds for improvements to the Zoo on November 7, 2023.
- The the City is coordinating Zoo Improvements while working with AYSA on the development of new flat fields adjacent to the Zoo property.
- The existing Zoo parking lot is past its end of life and in desperate need of total replacement.
- The professional services include Initial Project Data Collection and Analysis, and the Design of the Parking Lot, Pedestrian, Drainage and Lighting Improvements.
- The Professional Services Agreement has a not to exceed price of \$193,000.00





Award of Professional Services Agreement to Jacob & Martin LLC for Abilene Zoo Parking & Lighting Improvements

QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Denial of AEP Texas 2024 Application to Increase Rates and Finding City's Reasonable Rate Case Expenses Shall be Reimbursed (*Marjorie Knight*)

GENERAL INFORMATION

On February 29, 2024, AEP Texas Inc. (“AEP Texas” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide distribution rates by \$100.4 million per year (an increase of 13.1%), and increase to system-wide transmission rates by \$63.1 million (an increase of 9.29%). According to AEP Texas, the impact of this approval on an average residential customers would be an increase of about \$4.59 per month.

In a prior City resolution on March 24, 2024, AEP Texas’ rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with Cities Served by AEP Texas (“Cities”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by Cities, AEP Texas’ request for a rate increase should be denied.

The City is required to take final action on AEP’s request by July 3, 2024.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

All reasonable rate case expenses shall be reimbursed in full by AEP.

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Denial of AEP Texas 2024 Application to Increase Rates
2. Staff Report Denial Resolution- 2024 AEP Rate Case
3. Presentation - Denial of AEP Texas 2024 Application to Increase Rates

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
FINDING THAT AEP TEXAS INC.'S REQUESTED
INCREASE TO ITS ELECTRIC TRANSMISSION AND
DISTRIBUTION RATES AND CHARGES WITHIN THE
CITY SHOULD BE DENIED; FINDING THAT THE CITY'S
REASONABLE RATE CASE EXPENSES SHALL BE
REIMBURSED BY THE COMPANY; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
REQUIRING NOTICE OF THIS RESOLUTION TO THE
COMPANY AND LEGAL COUNSEL**

WHEREAS, on or about February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Abilene, Texas ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024; and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority over the rates and charges of AEP Texas within the City; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP Texas that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, Cities is an intervenor in the parallel proceeding at the Public Utility Commission of Texas to review AEP Texas' filing; and

WHEREAS, pursuant to its exclusive original jurisdiction over AEP Texas' rates and operations within city limits, the City previously suspended the effective date of the Company's requested rate increase; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's attorneys and consultants recommend that the City deny the application.

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

SECTION 1. That the rates proposed by AEP Texas in an application submitted to the City by the Company on or about February 29, 2024, are hereby found to be unreasonable, and are denied.

SECTION 2. That the Company shall continue to charge its existing rates for transmission and distribution service to customers with the City.

SECTION 3. That Cities' reasonable rate case expenses shall be reimbursed by AEP Texas within 30 days of presentation of an invoice to AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice was given of the time, place, and purpose of said meeting, as required.

SECTION 5. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 27th day of June, 2024.

MAYOR

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

MODEL STAFF REPORT REGARDING AEP TEXAS' REQUESTED RATE CHANGE

PURPOSE:

On February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide distribution rates by \$100.4 million per year (an increase of 13.1%), and increase to system-wide transmission rates by \$63.1 million (9.29%). According to AEP Texas, the impact of this approval on an average residential customers would be an increase of about \$4.59 per month.

In a prior City action, AEP Texas' rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with Cities Served by AEP Texas ("Cities"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by Cities, AEP Texas' request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by AEP Texas.

Explanation of "Be It Resolved" Sections:

SECTION 1. This paragraph finds that the Company's application is unreasonable and should be denied.

SECTION 2. This section requires AEP Texas to maintain its existing rates for transmission and distribution service to customers within the City.

SECTION 3. This section states that Cities' reasonable rate case expenses shall be reimbursed by AEP Texas within 30 days of presentation of an invoice to AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice was given of the time, place, and purpose of said meeting, as required.

SECTION 5. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

Resolution – Denying AEP’s Application to Increase Rates and Finding City’s Reasonable Rate Case Expenses Shall Be Reimbursed





Denying AEP's Application to Increase Rates

- On February 29, 2004, AEP Texas Inc. (AEP) filed an application of intent to increase system-wide distribution rates by 13.1% (\$110 million per year) and system-wide transmission rates by 9.29% (\$63.1 million per year). In its filing, AEP is seeking an increase of \$4.59 per month to the average residential customer's bill.
- The City previously suspended the effective date of AEP's requested rate increase.
- This resolution will deny AEP's rate change application, require AEP to maintain its existing rates, and provide that AEP will reimburse the City for reasonable rate case costs.





Denying AEP's Application to Increase Rates

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with Schneider Electric Buildings America Inc. (ESCO), for Phase 5 Energy Efficient Facility Improvements (Lesli Andrews)

GENERAL INFORMATION

Beginning in 2007, the City of Abilene and Schneider Electric Buildings America Inc.(ESCO), partnered to improve operations, security, comfort and efficiency. Since then, the City has upgraded 37 buildings, reduced utility usage by 27.5% and is projected to reach \$11.9 M in savings over the 20-year partnership. ESCO is proud to partner with such a forward-thinking, proactive City.

Our partnership timeline; Phase 1 - 2007, Phase 2 - 2009, Phase 3 - 2012, Phase 4 - 2019. Performance to-date; \$11.9M in 20-year lifecycle savings, \$500,000+ in savings achieved over the past year, 4,644,701 kWh saved - equating to a 3,285 ton reduction in CO2 emissions.

The City did a Request for Qualifications for the 2024 City of Abilene Energy Savings Performance Contract Services.

The City received a response to RFQ for Energy Savings Performance Contract Services (RFQ#CB-2452) on June 6, 2024. ESCO was the only respondent. ESCO was evaluated and found to meet all Qualifications.

The Phase 5 Scope of Work includes: HVAC Upgrades, Building Automation System (BAS) Upgrade, Electrical Upgrades, Elevator Refurbishment, Building Envelope Improvements, and Streetlights Upgrade and should take approximately 6–9 months.

SPECIAL CONSIDERATIONS

ESCO is an authorized contractor through contract #220104 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.

FUNDING/FISCAL IMPACT

City is under no payment obligation under this Agreement, if City executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report. Otherwise, the City agrees to pay ESCO \$174,000 for the Investment Grade Audit service. The terms of payment will be set by ESCO's invoice, which will be due no earlier than October 1, 2025.

STAFF RECOMMENDATION

Staff recommends entering into an Investment Grade Audit with ESCO.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 6_27_2024 Resolution Schneider Electric Phase 5 Improvements
2. City of Abilene Phase 5 Buildings IGA Contract (002)
3. Presentation - City and Schneider Electric Phase 5 Improvements

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A AGREEMENT WITH
SCHNEIDER ELECTRIC BUILDINGS AMERICA INC., (ESCO) FOR PHASE 5
IMPROVEMENTS.**

WHEREAS, in 2007, the City of Abilene and Schneider Electric Buildings America, Inc. (ESCO) partnered to improve operations, security, comfort, and efficiency; and

WHEREAS, the City has upgraded 37 buildings, reduced utility usage by 27.5%, and is projected to reach \$11.9M in savings over the 20-year partnership; and

WHEREAS, the City did a Request for Qualifications for the 2024 City of Abilene Energy Savings Performance Contract Services; and

WHEREAS, ESCO was the only respondent, and

WHEREAS, ESCO was evaluated and found to meet all Qualifications; and

WHEREAS, City is under no payment obligation under this Agreement, if City executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report. Otherwise, the City agrees to pay ESCO \$174,000 for the Investment Grade Audit service. The terms of payment will be set by ESCO's invoice, which will be due no earlier than October 1, 2025.

WHEREAS, the City seeks to contract with Schneider Electric Buildings America, Inc. (ESCO) for phase 5 improvements; and

WHEREAS, ESCO is an authorized contractor through contract #220104 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.

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

Part 1: The City Manager is hereby authorized to enter into an IGA Agreement with Schneider Electric Buildings America, Inc. (ESCO) for phase 5 improvements.

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

ADOPTED this 27th day of June 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Investment Grade Audit Agreement

This Investment Grade Audit Agreement (“Agreement”), dated _____ (“Effective Date”), is entered into by and between **Schneider Electric Buildings Americas, Inc.** (“ESCO”) and **the City of Abilene, TX** (“Customer”).

WHEREAS, Customer wishes to engage ESCO to perform an Investment Grade Audit to (i) identify energy conservation measures (“ECMs”) that are available to and appropriate for Customer’s facilities, (ii) determine the guaranteed savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program, and (iii) propose a scope of work and project price for ESCO’s implementation of such ECMs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions:

Section A -- General Terms and Conditions

Section B -- Audit Services

Section C – Scope of Work

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

City of Abilene, TX

Schneider Electric Buildings Americas, Inc.

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Section A: General Terms and Conditions

1. Entire Agreement

This Agreement constitutes the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be amended or modified except by written instrument signed by a duly authorized representative of each party.

2. Services

As described more fully in Section B, ESCO will conduct an Investment Grade Audit of certain Customer Facilities (defined below) in order to (i) identify ECMs that are available to and appropriate for such Facilities, (ii) determine the guaranteed savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program, and (iii) propose a scope of work and project price for ESCO's implementation of such ECMs (the "IGA"). Upon conclusion of the IGA, ESCO will provide Customer with a report describing the scope and results of such IGA (the "IGA Report"). ESCO will endeavor to identify as many ECMs for Customer's Facilities as possible, however the IGA is not intended to serve as a comprehensive inspection of Customer's Facilities. In order to facilitate the IGA and to assist ESCO in identifying and recommending ECMs appropriate for Customer's Facilities, Customer is responsible for providing ESCO with all such access, knowledge and history as may be relevant to ESCO's analysis, including, without limitation, with respect to Customer's Facilities, systems, and equipment, as well as its accounting, maintenance, and operation practices.

3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facilities are located and the services are being performed with an A.M. Best's rating of at least A- VII.

5. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facilities are located, without regard to its choice of law provisions.

6. Ownership of Work Products

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to a guaranteed Energy Savings Contract with ESCO. Work Products may not be shared with any third parties without the written permission of ESCO, except to the extent required by law.

Section B: Audit Services

ESCO agrees to provide Customer with the following:

- A. An IGA of each of the facilities described under Section C (each, a “Facility”; collectively, the “Facilities”);
- B. An IGA Report setting forth:
 - a. a list of the ECMs recommended for each Facility;
 - b. a description, based upon the information made available to ESCO during the IGA, of how the recommended ECMs would interact with the existing equipment in the Facilities;
 - c. a financial analysis calculating the impact the ECMs would have on annual cash flow;
 - d. a utility analysis outlining the impact the ECMS would have on Customer’s utility expenses;
 - e. a proposed scope of work to be performed by ESCO (the “Project”); and
 - f. proposed pricing for ESCO’s performance of the Project, which such pricing will be honored by ESCO for sixty (60) days following delivery of ESCO’s IGA Report to Customer;
- C. An Energy Services Contract to be entered into if Customer elects to move forward with the Project; and
- D. Applicable schedules to the Energy Services Contract, such as a Performance Assurance Support Services (PASS) Agreement and a Savings Guarantee.

Customer agrees to provide ESCO with the following:

- A. A list of any requirements and/or specifications that Customer expects to be included in and/or associated with the scope of work;
- B. Complete access to the Facilities (including remote network access as appropriate) and to information concerning the Facilities, including without limitation such Facility access and information as will enable ESCO to accurately perform an energy efficiency analysis, measure actual energy use, take equipment inventory, determine operating schedules, and identify known operational deficiencies;
- C. Access to key personnel to discuss operating requirements;
- D. Copies or loans of building plans and other such documents for the purpose of facilitating ESCO’s understanding of the Facility characteristics and the current sequences of operation; and
- E. All other insight, knowledge and history as may be relevant to ESCO’s analysis, particularly with respect to the operation, maintenance and energy efficiency of the Facilities, as well as disclosure of all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities or the systems, components and equipment therein.

Customer is under no payment obligation under this Agreement, if Customer executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report. Otherwise, Customer agrees to pay ESCO \$174,000 for the Investment Grade Audit service within sixty (60) days after receiving the IGA Report.

Section C: Scope of Work

HVAC Upgrades

Building Automation System (BAS) Upgrade

Electrical Upgrades

Elevator Refurbishment

Building Envelope Improvements

Streetlights Upgrade

Enter Into An IGA Agreement with Schneider Electric Buildings America, Inc. for Phase 5 Improvements

June 27, 2024





General Information:

- In 2007, the City of Abilene and Schneider Electric Buildings America, Inc. (ESCO) partnered to improve operations, security, comfort, and efficiency.
- The City has upgraded 37 buildings, reduced utility usage by 27.5%, and is projected to reach \$11.9M in savings over the 20-year partnership.
- The Scope of Work for Phase 5 includes: HVAC Upgrades, Building Automation System (BAS) Upgrade, Electrical Upgrades, Elevator Refurbishment, Building Envelope Improvements, and Streetlights Upgrade.
- City is under no payment obligation under this Agreement, if City executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report. Otherwise, the City agrees to pay ESCO \$174,000 for the Investment Grade Audit service. The terms of payment will be set by ESCO's invoice, which will be due no earlier than October 1st 2025.
- ESCO is an authorized contractor through contract #220104 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Agreement for Phase 6 with Schneider Electric Buildings America Inc. (ESCO), for Generator Improvements (Lesli Andrews)

GENERAL INFORMATION

Beginning in 2007, the City of Abilene and Schneider Electric Buildings America Inc.(ESCO), partnered to improve operations, security, comfort and efficiency. Since then, the City has upgraded 37 buildings, reduced utility usage by 27.5% and is projected to reach \$11.9 M in savings over the 20-year partnership. ESCO is proud to partner with such a forward-thinking, proactive City.

Our partnership timeline; Phase 1 - 2007, Phase 2 - 2009, Phase 3 - 2012, Phase 4 - 2019. Performance to-date; \$11.9M in 20-year lifecycle savings, \$500,000+ in savings achieved over the past year, 4,644,701 kWh saved - equating to a 3,285 ton reduction in CO2 emissions.

The City did a Request for Qualifications for the 2024 City of Abilene Energy Savings Performance Contract Services.

The City received a response to RFQ for Energy Savings Performance Contract Services (RFQ#CB-2452) on June 6, 2024. ESCO was the only respondent. ESCO was evaluated and found to meet all Qualifications.

The Phase 6 Scope of Work is to provide electrical resiliency solutions at the Northeast Water Treatment Plant and the South Water Treatment Plant and should take approximately 6-9 months.

SPECIAL CONSIDERATIONS

ESCO is an authorized contractor through contract #220104 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.

FUNDING/FISCAL IMPACT

City is under no payment obligation under this Agreement, if City executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report. Otherwise, the City agrees to pay ESCO \$75,000 for the Investment Grade Audit service. The terms of payment will be set by ESCO's invoice, which will be due no earlier than October 1, 2025.

STAFF RECOMMENDATION

Staff recommend entering into an Investment Grade Audit with ESCO.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 6_27_2024 Resolution Schneider Electric Phase 6 Improvements
2. City of Abilene Phase 6 Backup Generators IGA
3. Presentation - City and Schneider Electric Phase 6 Improvements

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A AGREEMENT WITH
SCHNEIDER ELECTRIC BUILDINGS AMERICA INC., (ESCO) FOR PHASE 6
IMPROVEMENTS.**

WHEREAS, in 2007, the City of Abilene and Schneider Electric Buildings America, Inc. (ESCO) partnered to improve operations, security, comfort, and efficiency. ; and

WHEREAS, the City has upgraded 37 buildings, reduced utility usage by 27.5%, and is projected to reach \$11.9M in savings over the 20-year partnership.; and

WHEREAS, the City did a Request for Qualifications for the 2024 City of Abilene Energy Savings Performance Contract Services; and

WHEREAS, ESCO was the only respondent, and

WHEREAS, ESCO was evaluated and found to meet all Qualifications; and

WHEREAS, City is under no payment obligation under this Agreement, if City executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report. Otherwise, the City agrees to pay ESCO \$75,000 for the Investment Grade Audit service. The terms of payment will be set by ESCO's invoice, which will be due no earlier than October 1, 2025.

WHEREAS, the City seeks to contract with Schneider Electric Buildings America, Inc. (ESCO) for phase 6 improvements; and

WHEREAS, ESCO is an authorized contractor through contract #220104 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.

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

Part 1: The City Manager is hereby authorized to enter into an IGA Agreement with Schneider Electric Buildings America, Inc. (ESCO) for phase 6 improvements.

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

ADOPTED this 27th day of June 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Investment Grade Audit Agreement

This Investment Grade Audit Agreement (“Agreement”), dated _____ (“Effective Date”), is entered into by and between **Schneider Electric Buildings Americas, Inc.** (“ESCO”) and **the City of Abilene, TX** (“Customer”).

WHEREAS, Customer wishes to engage ESCO to perform an Investment Grade Audit to (i) identify energy conservation measures (“ECMs”) that are available to and appropriate for Customer’s facilities, (ii) determine the guaranteed savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program, and (iii) propose a scope of work and project price for ESCO’s implementation of such ECMs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions:

Section A -- General Terms and Conditions

Section B -- Audit Services

Section C – Facilities

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

City of Abilene, TX

Schneider Electric Buildings Americas, Inc.

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Section A: General Terms and Conditions

1. Entire Agreement

This Agreement constitutes the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be amended or modified except by written instrument signed by a duly authorized representative of each party.

2. Services

As described more fully in Section B, ESCO will conduct an Investment Grade Audit of certain Customer Facilities (defined below) in order to (i) identify ECMs that are available to and appropriate for such Facilities, (ii) determine the guaranteed savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program, and (iii) propose a scope of work and project price for ESCO's implementation of such ECMs (the "IGA"). Upon conclusion of the IGA, ESCO will provide Customer with a report describing the scope and results of such IGA (the "IGA Report"). ESCO will endeavor to identify as many ECMs for Customer's Facilities as possible, however the IGA is not intended to serve as a comprehensive inspection of Customer's Facilities. In order to facilitate the IGA and to assist ESCO in identifying and recommending ECMs appropriate for Customer's Facilities, Customer is responsible for providing ESCO with all such access, knowledge and history as may be relevant to ESCO's analysis, including, without limitation, with respect to Customer's Facilities, systems, and equipment, as well as its accounting, maintenance, and operation practices.

3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facilities are located and the services are being performed with an A.M. Best's rating of at least A- VII.

5. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facilities are located, without regard to its choice of law provisions.

6. Ownership of Work Products

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to a guaranteed Energy Savings Contract with ESCO. Work Products may not be shared with any third parties without the written permission of ESCO, except to the extent required by law.

Section B: Audit Services

ESCO agrees to provide Customer with the following:

- A. An IGA of each of the facilities described under Section C (each, a “Facility”; collectively, the “Facilities”);
- B. An IGA Report setting forth:
 - a. a list of the ECMs recommended for each Facility;
 - b. a description, based upon the information made available to ESCO during the IGA, of how the recommended ECMs would interact with the existing equipment in the Facilities;
 - c. a financial analysis calculating the impact the ECMs would have on annual cash flow;
 - d. a utility analysis outlining the impact the ECMS would have on Customer’s utility expenses;
 - e. a proposed scope of work to be performed by ESCO (the “Project”); and
 - f. proposed pricing for ESCO’s performance of the Project, which such pricing will be honored by ESCO for sixty (60) days following delivery of ESCO’s IGA Report to Customer;
- C. An Energy Services Contract to be entered into if Customer elects to move forward with the Project; and
- D. Applicable schedules to the Energy Services Contract, such as a Performance Assurance Support Services (PASS) Agreement and a Savings Guarantee.

Customer agrees to provide ESCO with the following:

- A. A list of any requirements and/or specifications that Customer expects to be included in and/or associated with the scope of work;
- B. Complete access to the Facilities (including remote network access as appropriate) and to information concerning the Facilities, including without limitation such Facility access and information as will enable ESCO to accurately perform an energy efficiency analysis, measure actual energy use, take equipment inventory, determine operating schedules, and identify known operational deficiencies;
- C. Access to key personnel to discuss operating requirements;
- D. Copies or loans of building plans and other such documents for the purpose of facilitating ESCO’s understanding of the Facility characteristics and the current sequences of operation; and
- E. All other insight, knowledge and history as may be relevant to ESCO’s analysis, particularly with respect to the operation, maintenance and energy efficiency of the Facilities, as well as disclosure of all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities or the systems, components and equipment therein.

Customer is under no payment obligation under this Agreement, if Customer executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report. Otherwise, Customer agrees to pay ESCO \$ 75,000 for the Investment Grade Audit service. The terms of payment will be set by Schneider Electric’s invoice, which will be due no earlier than October 1st 2025.

Section C: Facilities

Options for backup generators at South and Northeast Water Treatment Plants

Enter Into An IGA Agreement with Schneider Electric Buildings America, Inc. for Phase 6 Improvements

June 27, 2024





General Information:

- In 2007, the City of Abilene and Schneider Electric Buildings America, Inc. (ESCO) partnered to improve operations, security, comfort, and efficiency.
- The City has upgraded 37 buildings, reduced utility usage by 27.5%, and is projected to reach \$11.9M in savings over the 20-year partnership.
- The Scope of Work for Phase 6 is to provide electrical resiliency solutions at the Northeast Water Treatment Plant and the South Water Treatment Plant.
- The cost of the IGA will roll into the Energy Services contract, if approved. If the City decides not to move forward, then the City agrees to pay ESCO \$75,000 no earlier than October 1, 2025. If the City continues moving forward, the cost will be included in the Energy Savings Contract.
- ESCO is an authorized contractor through contract #220104 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Amended and Restated Bylaws of Keep Abilene Beautiful, Inc. (*Michael Rice*)

GENERAL INFORMATION

City Staff has discussed the benefits available to the Keep Abilene Beautiful Board of Directors if they choose to separate from the City of Abilene. Separation from the City of Abilene removes all State Mandates for City Boards, including but not limited to: appointment process for Board Members, Open Meeting requirements, City Legal representation at all board meetings, Walking Quorum violation concerns, etc.

The City of Abilene will continue to support and work with the Keep Abilene Beautiful board, regardless of whether Keep Abilene Beautiful continues to function as a City of Abilene Board, or Keep Abilene Beautiful separates from the City of Abilene.

SPECIAL CONSIDERATIONS

If the City Council approves the proposed Keep Abilene Beautiful Bylaws, the next step will be the creation of a Memorandum of Agreement between Keep Abilene Beautiful and the City of Abilene to memorialize the commitment and expectations of both parties.

FUNDING/FISCAL IMPACT

No expected Fiscal Impact.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

The Keep Abilene Beautiful Board voted to approve the proposed Keep Abilene Beautiful Bylaws at their June 12th meeting, and recommends Approval of the Bylaws by the Abilene City Council.

ATTACHMENTS:

1. RESOLUTION
2. Amended Bylaws.Clean Copy
3. Redline - Bylaws 2024 (City Approved) v1-v2
4. Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE AMENDED AND RESTATED BYLAWS OF KEEP ABILENE
BEAUTIFUL, INC.**

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

WHEREAS, the Keep Abilene Beautiful, Inc. Board of Directors (Board) has considered the advantages and disadvantages of remaining a City of Abilene Board; and

WHEREAS, the advantages to Keep Abilene Beautiful, Inc. separating from the City of Abilene include the Board's ability to appoint and remove Board members, removal of the Texas Open Meetings requirements for City Boards, and the removal of any concerns of a Walking Quorum Violation; and

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

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

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

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

Part 1: The City Council approves the Amended and Restated Bylaws for Keep Abilene Beautiful, Inc.

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

ADOPTED this 27th day of June, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**AMENDED AND RESTATED BYLAWS
OF
KEEP ABILENE BEAUTIFUL, INC.**

ARTICLE ONE

OFFICES

1.01 Registered Office and Registered Agent

Keep Abilene Beautiful, Inc. (the “**Corporation**”) shall have and shall continuously maintain in the State of Texas a registered office, which is located at 555 Walnut Street, Abilene, Texas 79601, and whose mailing address is P.O. Box 60, Abilene, Texas 79604. The Corporation shall also have and continuously maintain a registered agent whose address will be that of the registered office. The registered agent’s name is Melissa Morris. The Board of Directors may, from time to time, change the registered agent and/or the address of the registered office provided that such change complies with the Texas Business Corporation Act and is appropriately reflected in these Bylaws and in the Articles of Incorporation.

1.02 Principal Office

The principal office of the Corporation in the State of Texas shall be located in the City of Abilene, Taylor County, Texas, and it may be, but need not be, identical with the registered office of the Corporation. The Corporation may have such other offices either within or without the State of Texas as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

ARTICLE TWO

PURPOSE

The purpose for which the Corporation is organized is to promote civic, cultural and educational awareness through informed and active participation of citizens in making Abilene a cleaner, safer, and more attractive place to live, work and play.

ARTICLE THREE

NO STOCK AND NO STOCKHOLDERS

The Corporation shall have no capital stock and no stockholders.

ARTICLE FOUR

BOARD OF DIRECTORS

4.01 Responsibility of Board of Directors

The business and affairs of the Corporation and all corporate powers shall be exercised

by or under authority of the Board of Directors, subject to the Texas Non-Profit Corporation Act, the Articles of Incorporation, and these Bylaws. The Board of Directors shall have full charge of the property and business of the Corporation, with full power and authority to manage and to conduct the same.

The Board of Directors may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and agents of the Corporation to transact the general business or any special business of the Corporation.

The Board of Directors will be responsible for making an annual report to the City Council of the year's activities.

4.02 Director Eligibility

Persons eligible for appointment to the Board of Directors shall either live or work within the City of Abilene.

4.03 Number of Directors

The Board of Directors shall be composed of nine (9) members, at least five (5) of whom shall be a resident of the City of Abilene.

4.04 Attendance

All Directors must not miss more than three (3) meetings held in any fiscal year whether regular, special or emergency. In addition to the board meetings, all Directors must perform six (6) hours of service at a Keep Abilene Beautiful sponsored activity per quarter.

4.05 Term of Office

Terms of office for Directors begin October 1. The Directors of the Board shall be appointed by a quorum of the Board of Directors, in September for terms beginning October 1 and shall hold their office for a term of three (3) years or until their successors are appointed.

4.06 Vacancies and Removal of Directors

Upon the death, resignation, removal, ineligibility, or vacancy of office of any of the Directors, the executive committee of the Board of Directors, shall nominate and appoint a successor Director, who shall hold office for the unexpired term of the Director he or she is appointed to succeed. If the best interests of the Corporation require the removal of any Director, removal of such Director shall be effected by majority vote of the Board of Directors. Failure to meet the attendance requirements may lead to removal if it is in the best interest of the Corporation.

4.07 Advisory Members

The City Manager or designee, and the KAB Coordinator shall be advisory members to

the Board without voting privileges. Advisory members shall act only in an advisory capacity. The President may appoint other advisory members as necessary.

4.08 Community Partners

The President may appoint members of the Community who are not City of Abilene employees to act as Community Partners to Keep Abilene Beautiful. Community Partners shall act as advisory members to the Board without voting privileges.

4.09 Regular Meetings, Notice and Quorum

A majority of the appointed Board of Directors shall constitute a quorum. There shall be a regular annual meeting of the Board of Directors during the Month of August to elect a President, President Elect, Secretary and Treasurer. It will be the responsibility of these officers to present the annual budget and program of work for approval no later than the September regularly scheduled Board meeting.

4.10 No Compensation

No salary or compensation of any kind shall be paid to any Director on the Board, except for actual expenses upon proof and approval of the Board of Directors.

4.11 Rules of Procedure

All meetings, whether regular, special or emergency, shall be conducted in accordance with Robert's Rules of Order.

ARTICLE FIVE

OFFICERS

5.01 Composition of Officers

The officers of the Corporation shall be elected by the Directors and shall consist of a President, a President Elect, a Secretary and a Treasurer. Only Directors are eligible to hold an office.

5.02 Election of Officers

The Officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Vacancies shall be filled at any meeting of the Board of Directors and any person who fills a vacancy shall serve until the next election of officers. Each officer shall hold office until his or her successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

5.03 Removal of Officers

Any officer or agent elected or appointed by the Board of Directors may be removed at any time for any reason by the affirmative vote of a majority of the whole Board of Directors.

5.04 President

The President shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall supervise and control the business and affairs of the Corporation. The President shall preside at all meetings of the Board of Directors. The President shall see that all orders and resolutions of the Board are carried into effect, and shall perform all other duties that usually pertain to the office or are delegated to him by the Board of Directors.

5.05 President Elect

In the absence of the President or in the event of the President's inability or refusal to act, the President Elect shall perform the duties of the President and, as such, the President Elect shall have all the powers of, and be subject to all the restrictions upon, the President. The President Elect shall also have such powers and shall perform such other duties as may be assigned by the President or by the Board of Directors.

5.06 Secretary

The Secretary is responsible for keeping records of the proceedings of the Board of Directors, including the minutes of all meetings of the Board of Directors and shall perform all duties that usually pertain to the office of Secretary or which are delegated by the Board of Directors or by the President. The Secretary shall also be the custodian of the records and the seal of the Corporation and shall affix the seal to documents, the execution of which is duly authorized.

5.07 Treasurer

The Treasurer is responsible for seeing that regular books, records and books of account of the Corporation are kept, including using a bookkeeping service if approved by the Board, and shall deposit all monies and other valuable effects of the Corporation in a depository selected by the Directors, make such financial reports as directed by either the Board of Directors or the President, maintain the board credit card (said use will require prior board approval and shall be reported in the financial report at the monthly Board of Directors meeting), sign checks of the Corporation (said checks shall also be signed by either the President or the President Elect), render to the President and Directors at the regular meetings of the Board of Directors or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform all other duties as may be prescribed

by the Board of Directors or by the President.

5.08 Parliamentary

The Parliamentary may be appointed by the President to see that all rules of order are followed.

5.09 Salary of Officers

Other than the KAB Coordinator, the officers and agents of the Corporation shall not receive any salary for their service to the Corporation.

ARTICLE SIX

FINANCIAL ADMINISTRATION

6.01 Fiscal Year

The fiscal year of the Corporation shall begin on the 1st day of October and end on the 30th day of September each year.

6.02 Operating Funds

No profit shall ever be realized by any person in the operation of this corporation. The Corporation will have the power to raise money, charge for memberships, accept gifts and donations, apply for and receive grants, and otherwise generate revenue for its expenses.

The funds that are raised will be used to carry out the charitable and educational purposes of the organization. Any funds of the Corporation which are not required immediately for the ongoing activities of the Corporation may be invested by the Board of Directors.

To maintain clean records for audit purposes, all bookkeeping and records concerning Corporation funds will be completely separate from bookkeeping and records concerning funds budgeted by the City, and funds will be deposited in separate accounts from the City's accounts.

Should the City withdraw financial support from the Corporation, any unexpended City budgeted funds at the end of the budget year shall revert to the City.

At no time shall funds held by the Corporation be paid to the City of Abilene unless it is a reimbursement for actual expenses, or unless a $\frac{3}{4}$ majority of the Board of Directors votes to disburse funds in this manner.

Should the City of Abilene's financial support be changed from direct budget support and employment of the KAB Coordinator to a single annual contribution, the contribution would be considered a contribution to the Corporation and could be spent as Corporate funds.

The Corporation shall not be required to return funds from sources other than to the City of Abilene. In the event of dissolution of this Corporation, all remaining funds or assets of said Corporation, after the payment of all corporate debts, shall vest in the City of Abilene for the

purpose of maintaining a clean, safe, and attractive city.

6.03 Entering into Contracts

The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances.

6.04 Annual Budget

An annual budget shall be submitted to the Board of Directors for approval no later than September's regularly scheduled Board meeting.

6.05 Annual Audit

The Board of Directors shall provide for an annual outside financial audit as required by law.

ARTICLE SEVEN

COMMITTEES

7.01 Executive Committee

The Executive Committee shall consist of the President, President Elect, Secretary, Treasurer and the KAB Coordinator. The duties of the Executive Committee shall be to function as the nominating committee for Board Officers, be the recommending committee for new Directors, and authorize and exercise all functions of the Board, subject to final approval by the Board.

7.02 Other Committees

The Committee Chair shall be nominated by the President and approved by the Board of Directors. All committees shall serve the objectives of the Organization.

ARTICLE EIGHT

KAB COORDINATOR

The KAB Coordinator employed by the City of Abilene shall be responsible for the duties assigned by the President which may include taking charge of the business, property, and general programs, of the Organization, including the maintenance of records of the Board of Directors, maintenance of the financial reports, and minutes as recorded by the Secretary and approved by the Board of Directors. The KAB Coordinator shall give or cause to be given all notices required by law or by these Bylaws.

ARTICLE NINE

AMENDMENTS TO BYLAWS

These Bylaws shall be adopted by the Board of Directors of said Corporation. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws is vested in the Board of Directors. Any alteration, amendment or repeal requires at least five (5) members of the Board of Directors to vote in favor of such alteration, amendment or repeal in a meeting called for that purpose.

ARTICLE TEN

INDEMNITY

Subject to Article 1396-2.22A of the Texas Civil Statutes, as amended, the Board of Directors shall authorize the Corporation to pay or reimburse any current or former Director or Officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he is made a party by reason of holding such position as Officer or Director; provided, however, that such Officer or Director shall not receive such indemnification if he/she is finally adjudicated in such instance to be liable for negligence or misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

Furthermore, the Corporation agrees to indemnify, hold harmless and defend the City of Abilene, its officers, agents, and its employees, from and against all claims and suits for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees, arising out of or resulting from the Corporation's work and from any liability arising out of or in connection with the City of Abilene or its agents, officers, or employees entry upon said property, common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the Corporation, its officers, employees, agents, subcontractors, licensees, invitees, or trespassers or based in whole or in part upon the negligent acts or omissions of the City of Abilene, its officers, employees, agents, licensees, or invitees. The Corporation agrees to waive any and all claims it may have against the City of Abilene, connected with, resulting from, or arising out of, claims and suits covered by this indemnification provision and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the City of Abilene, its officers, agents, and employees.

ARTICLE ELEVEN

MISCELLANEOUS

11.01 Miscellaneous

The Board of Directors shall provide a Corporate Seal which shall be in the form of a

circle and shall have inscribed thereon the name of the Corporation, substantially as follows:
Keep Abilene Beautiful, Inc.

11.02 Table of Contents and Headings

The Table of Contents and Headings used in these Bylaws have been inserted for convenience only and do not constitute matter to be used in construing or interpreting them.

11.03 Construction

Whenever the context so requires, the use of a masculine pronoun shall include the feminine, and singular shall include plural and conversely.

If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these Bylaws shall be considered valid and operative, and
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative, in so far as not prohibited by law.

11.04 Relation to Articles of Incorporation

These Bylaws are subject to and are governed by the Articles of Incorporation of the Corporation.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy Amended and Restated Bylaws of the Corporation and that such Bylaws were duly adopted by the Board of Directors of said Corporation on _____ and the City of Abilene on _____.

ATTEST: By: _____
 Name: _____
 Title: Secretary of the Corporation

AMENDED AND RESTATED BYLAWS
BYLAWS OF
KEEP ABILENE BEAUTIFUL, INC. ~~AS AMENDED~~ _____, 2024

ARTICLE ONE

OFFICES

1.01 Registered Office and Registered Agent

~~The~~ Keep Abilene Beautiful, Inc. (the “Corporation”) shall have and shall continuously maintain in the State of Texas a registered office, which is located at 555 Walnut Street, Abilene, Texas 79601, and whose mailing address is P.O. Box 60, Abilene, Texas 79604. The Corporation shall also have and continuously maintain a registered agent whose address will be that of the registered office. The registered agent’s name is ~~Robert—Hanna~~ Melissa Morris. The Board of Directors may, from time to time, change the registered agent and/or the address of the registered office provided that such change complies with the Texas Business Corporation Act and is appropriately reflected in these Bylaws and in the Articles of Incorporation.

1.02 Principal Office

The principal office of the Corporation in the State of Texas shall be located in the City of Abilene, Taylor County, Texas, and it may be, but need not be, identical with the registered office of the Corporation. The Corporation may have such other offices either within or without the State of Texas as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

ARTICLE TWO

PURPOSE

2.01 Purposes

The purpose for which the Corporation is organized is to promote civic, cultural and educational awareness through informed and active participation of citizens in making Abilene a cleaner, safer, and more attractive place to live, work and play.

ARTICLE THREE

NO STOCK AND NO STOCKHOLDERS

3.01 No Stock and No Stockholders

The Corporation shall have no capital stock and no stockholders.

ARTICLE FOUR

BOARD OF DIRECTORS

4.01 Responsibility of Board of Directors

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors, subject to the Texas Non-Profit Corporation Act, the Articles of Incorporation, and these Bylaws. The Board of Directors shall have full charge of the property and business of the Corporation, with full power and authority to manage and to conduct the same.

The Board of Directors may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and agents of the Corporation to transact the general business or any special business of the Corporation.

The Board of Directors will be responsible for making an annual report to the City Council of the year's activities.

4.02 Director Eligibility

Persons eligible for appointment to the Board of Directors shall either live or work within the City of Abilene.

4.03 Number of Directors

The Board of Directors shall be composed of nine (9) members, at least five (5) of whom shall be a resident of the City of Abilene.

4.04 Attendance

All Directors must not miss more than three (3) meetings held in any fiscal year whether regular, special or emergency. In addition to the board meetings, all Directors must perform six (6) hours of service at a Keep Abilene Beautiful sponsored activity per quarter.

4.05 Term of Office

Terms of office for Directors begin October 1. The Directors of the Board shall be appointed by ~~the Mayor with the approval of the City Council of Abilene, Texas~~ a quorum of the Board of Directors, in September for terms beginning October 1 and shall hold their office for a term of three (3) years or until their successors are appointed.

4.06 Vacancies and Removal of Directors

Upon the death, resignation, removal, ineligibility, or vacancy of office of any of the Directors, the executive committee of the Board of Directors ~~Mayor, with the approval of the City Council of the City of Abilene, Texas~~, shall nominate and appoint a successor Director, who shall hold office for the unexpired term of the Director he or she is appointed to succeed. If the best interests of the ~~Keep Abilene Beautiful, Inc. City of Abilene, Texas, Corporation~~ require the removal of any Director, removal of such Director shall be effected by majority vote of the ~~City Council of the City of Abilene, Texas~~ Board of Directors. Failure to meet the attendance requirements may lead to removal if it is in the best interest of ~~Keep Abilene Beautiful and the City of Abilene~~ the Corporation.

4.07 Advisory Members

The City Manager or designee, ~~the City attorney or designee and the Executive Director of Keep Abilene Beautiful~~ and the KAB Coordinator of the Corporation shall be advisory members to the Board without voting privileges. Advisory members ~~must be employees of the City of Abilene and~~ shall act only in an advisory capacity to the Corporation. The President may appoint other advisory members as necessary.

4.08 Community Partners

The President may appoint members of the Community who are not City of Abilene employees to act as Community Partners to Keep Abilene Beautiful. Community Partners shall act as advisory members to the Board without voting privileges.

4.09 Regular Meetings, Notice and Quorum

~~Regular meetings of the Directors shall be held on the first Wednesday of each month or as directed by the President and shall be held at such place as the President may determine. Notice of any meeting shall be given to the public in accord with the requirements of the Texas Open Meetings Act.~~ A majority of the appointed Board of Directors shall constitute a quorum. There shall be a regular annual meeting of the Board of Directors during the Month of August to elect a President, President Elect, Secretary and Treasurer. It will be the responsibility of these officers to present the annual budget and program of work for approval no later than the September regularly scheduled Board meeting.

4.10 Special and Emergency Meetings

~~Special meetings of the Directors may be called by the President upon at least 72 hours notice, stating the purpose or purposes thereof, or such special meeting may be held at any time by request of at least three (3) of the Directors, giving at least 72 hours notice. Special meetings will be conducted in accordance with the provisions of the Texas Open Meetings Act.~~

~~An emergency meeting may be held if such meeting and notice thereof complies with the Texas Open Meetings Act.
(renumber following sections)~~

~~4.10~~4.11 No Compensation

No salary or compensation of any kind shall be paid to any Director on the Board, except for actual expenses upon proof and approval of the Board of Directors.

~~4.11~~4.12 Rules of Procedure

All meetings, whether regular, special or emergency, shall be conducted in accordance with Robert's Rules of Order.

ARTICLE FIVE

OFFICERS

5.01 Composition of Officers

The officers of the Corporation shall be elected by the Directors and shall consist of a President, a President Elect, a Secretary and a Treasurer. Only Directors are eligible to hold an office.

5.02 Election of Officers

The Officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Vacancies shall be filled at any meeting of the Board of Directors and any person who fills a vacancy shall serve until the next election of officers. Each officer shall hold office until his or her successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

5.03 Removal of Officers

Any officer or agent elected or appointed by the Board of Directors may be removed at any time for any reason by the affirmative vote of a majority of the whole Board of Directors.

5.04 President

The President shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall supervise and control the business and affairs of the Corporation. The President shall preside at all meetings of the Board of Directors. The President shall see that all orders and resolutions of the Board are carried into effect, and shall perform all other duties that usually pertain to the office or are delegated to him by the Board of Directors.

5.05 President Elect

In the absence of the President or in the event of the President's inability or refusal to act, the President Elect shall perform the duties of the President and, as such, the President Elect shall have all the powers of, and be subject to all the restrictions upon, the President. The President Elect shall also have such powers and shall perform such other duties as may be assigned by the President or by the Board of Directors.

5.06 Secretary

The Secretary is responsible for keeping records of the proceedings of the Board of Directors, including the minutes of all meetings of the Board of Directors and shall perform all duties that usually pertain to the office of Secretary or which are delegated by the Board of Directors or by the President. The Secretary shall also be the custodian of the records and the seal of the Corporation and shall affix the seal to documents, the execution of which is duly authorized.

5.07 Treasurer

The Treasurer is responsible for seeing that regular books, records and books of account of the Corporation are kept, including using a bookkeeping service if approved by the Board, and shall deposit all monies and other valuable effects of the Corporation in a depository selected by the Directors, make such financial reports as directed by either the Board of Directors or the President, maintain the board credit card (said use will require prior board approval and shall be reported in the financial report at the monthly Board of Directors meeting), sign checks of the Corporation (said checks shall also be signed by either the President or the President Elect), render to the President and Directors at the regular meetings of the Board of Directors or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform all other duties as may be prescribed by the Board of Directors or by the President.

5.08 Parliamentarian

The Parliamentarian may be appointed by the President to see that all rules of order are followed.

5.09 Salary of Officers

~~The~~Other than the KAB Coordinator, the officers and agents of the Corporation shall not receive any salary for their service to the Corporation.

ARTICLE SIX

FINANCIAL ADMINISTRATION

6.01 Fiscal Year

The fiscal year of the Corporation shall begin on the 1st day of October and end on the 30th day of September each year.

6.02 Operating Funds

No profit shall ever be realized by any person in the operation of this corporation. The Corporation will have the power to raise money, charge for memberships, accept gifts and donations, apply for and receive grants, and otherwise generate revenue for its expenses.

The funds that are raised will be used to carry out the charitable and educational purposes of the organization. Any funds of the Corporation which are not required immediately for the ongoing activities of the Corporation may be invested by the Board of Directors.

To maintain clean records for audit purposes, all bookkeeping and records concerning Corporation funds will be completely separate from bookkeeping and records concerning funds budgeted by the City, and funds will be deposited in separate accounts from the City's accounts.

Should the City withdraw financial support from the Corporation, any unexpended City budgeted funds at the end of the budget year shall revert to the City.

At no time shall funds held by the Corporation be paid to the City of Abilene unless it is a reimbursement for actual expenses, or unless a $\frac{3}{4}$ majority of the Board of Directors votes to disburse funds in this manner.

Should the City of Abilene's financial support be changed from direct budget support and employment of the KAB Coordinator to a single annual contribution, the contribution would be considered a contribution to the Corporation and could be spent as Corporate funds.

~~In the event that the Corporation should no longer be related to the City of Abilene, either by choice of the City Council by withdrawing financial support or by choice of the Board of Directors by majority vote of the Board and with City Council approval, then the City Council would thereby relinquish its responsibilities as set forth in these Bylaws to appoint members to the Board of Directors and to give final approval to Bylaws. Members serving on the Board at that time will remain on the Board until the completion of their terms, but new members will be chosen in accordance with the procedure determined by the Board of Directors. At such time,~~

~~the Corporation will no longer indemnify the City of Abilene according to Article 10, Section 10.01.~~

The Corporation shall not be required to return funds from sources other than to the City of Abilene. In the event of dissolution of this Corporation, all remaining funds or assets of said Corporation, after the payment of all corporate debts, shall vest in the City of Abilene for the purpose of maintaining a clean, safe, and attractive city.

6.03 Entering into Contracts

The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances.

6.04 Annual Budget

An annual budget shall be submitted to the Board of Directors for approval no later than September's regularly scheduled Board meeting.

6.05 Annual Audit

The Board of Directors shall provide for an annual outside financial audit as required by law.

ARTICLE SEVEN

COMMITTEES

7.01 Executive Committee

The Executive Committee shall consist of the President, President Elect, Secretary, Treasurer and ~~Executive Director~~[the KAB Coordinator](#). The duties of the Executive Committee shall be to function as the nominating committee for Board Officers, be the recommending committee for new Directors, and authorize and exercise all functions of the Board, subject to final approval by the Board.

7.02 Other Committees

The Committee Chair shall be nominated by the President and approved by the Board of Directors. All committees shall serve the objectives of the Organization.

ARTICLE EIGHT

~~EXECUTIVE DIRECTOR~~

KAB COORDINATOR

~~8.01 Executive Director~~

The KAB Coordinator employed by the City of Abilene shall ~~act as the Executive Director and shall~~ be responsible for the ~~day-to-day operations of the Organization. The Executive Director shall have~~ duties assigned by the President which may include taking charge of the business, property, and general programs, of the Organization, including the maintenance of records of the Board of Directors, maintenance of the financial reports, and minutes as recorded by the Secretary and approved by the Board of Directors. The ~~Executive Director~~ KAB Coordinator shall give or cause to be given all notices required by law or by these Bylaws ~~and shall be responsible for ensuring all meetings comply with the Texas Open Meetings Act.~~

ARTICLE NINE

AMENDMENTS TO BYLAWS

~~9.01 Amendments to Bylaws~~

These Bylaws shall be adopted by the Board of Directors of said Corporation. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws is vested in the Board of Directors. Any alteration, amendment or repeal requires at least five (5) members of the Board of Directors to vote in favor of such alteration, amendment or repeal in a meeting called for that purpose. ~~Furthermore, any alteration, amendment or repeal shall not become effective nor have any force or effect whatsoever unless and until same has been approved by a written resolution passed by the City Council of Abilene, Texas, except as otherwise stated in Article 6, Section 6.02, Paragraph 7.~~

ARTICLE TEN

INDEMNITY

~~10.01 Indemnity~~

Subject to Article 1396-2.22A of the Texas Civil Statutes, as amended, the Board of Directors shall authorize the Corporation to pay or reimburse any current or former Director or Officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he is made a party by reason of holding such position as Officer or Director; provided, however, that such Officer or Director shall not receive such indemnification if he/she is finally adjudicated in such instance to be liable for negligence or misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors

may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

Furthermore, the Corporation agrees to indemnify, hold harmless and defend the City of Abilene, its officers, agents, and its employees, from and against all claims and suits for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees, arising out of or resulting from the Corporation's work and from any liability arising out of or in connection with the City of Abilene or its agents, officers, or employees entry upon said property, common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the Corporation, its officers, employees, agents, subcontractors, licensees, invitees, or trespassers or based in whole or in part upon the negligent acts or omissions of the City of Abilene, its officers, employees, agents, licensees, or invitees. The Corporation agrees to waive any and all claims it may have against the City of Abilene, connected with, resulting from, or arising out of, claims and suits covered by this indemnification provision and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the City of Abilene, its officers, agents, and employees.

~~Director and Officer protection occurs through the City indemnification policy as set forth in Resolution #40-1997.~~

ARTICLE ELEVEN

MISCELLANEOUS

11.01 Miscellaneous

The Board of Directors shall provide a Corporate Seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation, substantially as follows: Keep Abilene Beautiful, Inc., ~~Abilene, Texas.~~

11.02 Table of Contents and Headings

The Table of Contents and Headings used in these Bylaws have been inserted for convenience only and do not constitute matter to be used in construing or interpreting them.

11.03 Construction

Whenever the context so requires, the use of a masculine pronoun shall include the feminine, and singular shall include plural and conversely.

If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these Bylaws shall be considered valid and operative, and

- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative, in so far as not prohibited by law.

11.04 Relation to Articles of Incorporation

These Bylaws are subject to and are governed by the Articles of Incorporation of ~~Keep Abilene Beautiful, Inc.~~ the Corporation.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy Amended and Restated Bylaws of ~~Keep Abilene Beautiful, Inc.~~ the Corporation and that such Bylaws were duly adopted by the Board of Directors of said Corporation ~~on~~ on and the City of Abilene on.

ATTEST: By:
Name:
Title: Secretary of the Corporation

APPROVAL OF THE AMENDED AND RESTATED BYLAWS OF KEEP ABILENE BEAUTIFUL, INC.

Michael Rice





APPROVAL OF THE AMENDED AND RESTATED BYLAWS OF KEEP ABILENE BEAUTIFUL, INC.

- The Purpose of Keep Abilene Beautiful is to promote civic, cultural and educational awareness through informed and active participation of citizens in making Abilene a cleaner, safer, and more attractive place to live, work and play.
- The Keep Abilene Beautiful, Inc. Board of Directors (Board) has considered the advantages and disadvantages of remaining a City of Abilene Board.
- The advantages to Keep Abilene Beautiful, Inc. separating from the City of Abilene include the Board's ability to appoint and remove Board members, removal of the Texas Open Meetings requirements for City Boards, and the removal of any concerns of a Walking Quorum Violation.

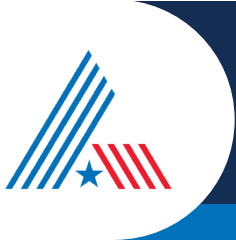




APPROVAL OF THE AMENDED AND RESTATED BYLAWS OF KEEP ABILENE BEAUTIFUL, INC.

- The City of Abilene is successful when Keep Abilene Beautiful, Inc. is successful.
- The City of Abilene is committed to supporting and working with Keep Abilene Beautiful, Inc. in the future.
- The Keep Abilene Beautiful, Inc. Board of Directors approved the Amended and Restated Bylaws on June 12, 2024, and recommends approval by the Abilene City Council.





APPROVAL OF THE AMENDED AND RESTATED BYLAWS OF KEEP ABILENE BEAUTIFUL, INC.

QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the Purchase of a Replacement Bar Screen Compactor Unit from Vision Equipment for the Buck Creek Pump Station (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the purchase of a replacement Bar Screen Compactor Unit from Vision Equipment for the Buck Creek Pump Station for the amount of \$120,500.00. The Bar Screen Compactor Unit is essential for the proper processing and disposal of screened solids removed from the wastewater stream at the Buck Creek Pump Station. The part is a replacement part or component for equipment, and is exempt from competitive bidding.

SPECIAL CONSIDERATIONS

The City of Abilene owns and operates the Hamby Water Reclamation Facility. The City holds a TPDES permit from the Texas Commission on Environmental Quality for the operation of the treatment plant, five lift stations including the Buck Creek Pump Station, and the municipal wastewater collection system. The Buck Creek Lift Station includes coarse bar screens for the removal and subsequent disposal of large suspended solids, and a grit removal unit for the removal and subsequent disposal of coarse sand and gravel. The compactor unit partially dewaterers and compresses the solids prior to discharge into a haul trailer used for transporting the solids to an offsite solid waste landfill.

FUNDING/FISCAL IMPACT

The Bar Screen Compactor Unit will be purchased using funds from the Water Utilities FY24 Annual Operating Budget.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the purchase of the Bar Screen Compactor Unit from Vision Equipment in the amount of \$120,500.00 as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-Water Dept-Vision Equipment-Approving purchase of Bar Screen Compactor Unit-6-27-2024
2. Proposal-Vision Equipment-Purchase bar screen compactor parts-6-27-2024
3. Letter-Sole Source-Vision Equipment-bar screen compactor unit-6-27-2024
4. Presentation-Approve Purchase-Vision Equipment-Replacement Bar Screen Compactor-6-27-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE PURCHASE OF A BAR SCREEN COMPACTOR UNIT FROM
VISION EQUIPMENT FOR THE BUCK CREEK PUMP STATION.**

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility and the associated lift stations and wastewater collection system as authorized through TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality; and

WHEREAS, the Buck Creek Pump Station receives by gravity flow the municipal wastewater produced by Abilene and certain regional customers, processes it, and pumps it through a force main uphill to the Hamby Water Reclamation Facility; and

WHEREAS, the Buck Creek Pump Station utilizes coarse bar screens to remove large suspended solids which are subsequently fed through a compactor unit for dewatering and compaction before placement in a trailer for subsequent offsite disposal at a solid waste landfill; and

WHEREAS, Vision Equipment is the manufacturer's authorized distributor in this region for the replacement bar screen compactor unit for the Buck Creek Pump Station and can supply the needed unit for the price \$120,500.00; and

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

That the City Manager is authorized to purchase the Bar Screen Compactor Unit from Vision Equipment for the price of \$120,500.00.

ADOPTED this 27th day of June, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

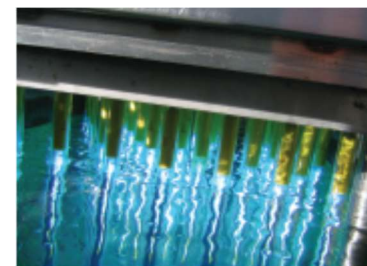
Abilene – Buck Creek Proposal Duperon Spare Parts Proposal BC 24-01r1



TEXAS • NEW MEXICO • OKLAHOMA

PRESENTED TO:

To:
John Horton
City of Abilene
Vision Equipment Contact:
David Bartlett
PH: 210-381-4030



Technologies for Municipal and Industrial Wastewater Treatment

- Water Treatment Membranes
- Headworks Course Screening
- Headworks Fine Screening
- Indexed Tray De-Gritting
- Vortex De-Gritting
- Septage Receiving Stations
- In-Line Grinding
- Manhole Grinders
- Grit Classifiers
- Clarifiers
- Oxidation Ditch Systems
- Fine Bubble Aeration
- Course Bubble Aeration
- Lagoon Aeration
- Retractable Aeration
- Oxidation Ditch Conversions
- Biosolids Thickening
- Biosolids Dewatering
- PD Blowers
- Turbo Blowers
- Horizontal UV Disinfection
- SBR
- MBR
- Packaged WWTPs
- Sludge Holding Tank Aeration
- Digester Mixers
- Trickling Filters
- SS Mesh Filters
- Washer/Compactors

SOUTH & CENTRAL TEXAS	SOUTHEAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS
David Bartlett San Antonio C: 210-381-4030 David@visionequipment.net	Hershel Ezzell, Jr., P.E. Houston C: 281-850-5414 Hershel@visionequipment.net	Randall Eulenfeld Corpus Christi C: 361-319-2286 Randall@visionequipment.net	John Lyons Fair Oaks Ranch C: 210-217-1844 John@visionequipment.net
VISION EQUIPMENT	SOUTHEAST TEXAS	WEST TEXAS	TEXAS
Home Office Vision Equipment 6 Falls View Fair Oaks Ranch, TX 78015	Keisha Antoine, PhD, PE Houston O: 832-356-3903 Keisha@visionequipment.net	Mike Neill Amarillo C: 806-336-5913 Mike@visionequipment.net	Chris Hanley Office Manager C: 970-708-2669 Chris@visionequipment.net



TEXAS • NEW MEXICO • OKLAHOMA

June 18, 2024

John Horton
City of Abilene
555 Walnut Street
Abilene, TX 79604

Reference: Duperon Headworks Screen & Washer Compactor

Subject: Vision Equipment Proposal BC 24-01r1

John,

In response to your request for spare parts pricing for the Duperon FlexRake at the Buck Creek WWTP, Abilene, TX please consider Vision Equipment (VE) Proposal BC 24-01.

A) Scope of Supply & Price

Item	Description	Quantity	Price
1	New Washer Compactor with Chute	1	\$115,000.00
2	Bearing Set for Duperon Screen	1	\$4,000.00
3	Freight to Jobsite	1	\$1,500.00
	Total Price		\$120,500.00

B). Terms of Sales

1.	Delivery is 6-8 Weeks from Receipt of Order
2.	Owner Provides all Mobilization, Installation and Support
3.	Freight to Jobsite Included, as noted above
4.	Price Remains Valid until July 15, 2024
5.	Please direct all Purchase Orders to Vision Equipment

Vision Equipment provides all installation and repair services if required for an additional fee.

If you have any questions, please call me at 210-381-4030.

We remain at your service,

David Bartlett
Vision Equipment – Boerne

cc: Christen Hanley, VE N TX

SOUTH & CENTRAL TEXAS	SOUTHEAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS
David Bartlett San Antonio C: 210-381-4030 David@visionequipment.net	Hershel Ezzell, Jr., P.E. Houston C: 281-850-5414 Hershel@visionequipment.net	Randall Eulendorf Corpus Christi C: 361-319-2286 Randall@visionequipment.net	John Lyons Fair Oaks Ranch C: 210-217-1844 John@visionequipment.net
VISION EQUIPMENT	SOUTHEAST TEXAS	WEST TEXAS	TEXAS
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TEXAS • NEW MEXICO • OKLAHOMA

April 29, 2024

John Holton
City of Abilene
555 Walnut Street
Abilene, TX 79604

Reference: Buck Creek WWTP

Subject: Sole Source Supplier

John,

Vision Equipment appreciates the opportunity to further support your community with our Proposal #BC 24-01.

Vision Equipment is the sole and exclusive distributor for Duperon Corporation in Texas. We have represented Duperon since 2006, naturally including Abilene's purchases of Duperon technology.

Vision Equipment is a State of Texas certified minority supplier. Please consider our certificates below.

If you have any questions, please call me at 210-381-4030.

We remain at your service,

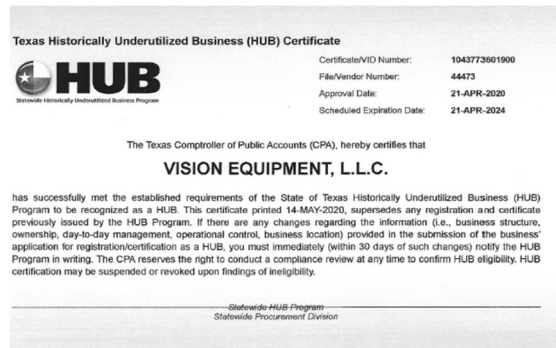
David Bartlett
Vision Equipment

SOUTH & CENTRAL TEXAS	EAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS
David Bartlett San Antonio C: 210-381-4030 david@visionequipment.net	Hershel Ezzell, P.E. Kingwood C: 281-850-5414 hershel@visionequipment.net	Randall Eulenfeld Corpus Christi C: 361-319-2286 randall@visionequipment.net	John Lyons Fair Oaks Ranch C: 210-217-1844 john@visionequipment.net
OFFICE ADDRESS	OFFICE MANAGER	WEST TEXAS	N & SE TEXAS
David Bartlett 6 Falls View Fair Oaks Ranch, TX 78015	Chris Hanley Houston O: 970-368-2265 chris@visionequipment.net	Mike Neill Amarillo C: 806-676-8975 mike@visionequipment.net	Keisha Antoine, PhD, PE Houston O: 832-356-3903 keisha@visionequipment.net



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Minority Certifications



SOUTH & CENTRAL TEXAS	EAST TEXAS	CORPUS CHRISTI TEXAS	TEXAS
David Bartlett San Antonio C: 210-381-4030 david@visionequipment.net	Hershel Ezzell, P.E. Kingwood C: 281-850-5414 hershel@visionequipment.net	Randall Eulenfeld Corpus Christi C: 361-319-2286 randall@visionequipment.net	John Lyons Fair Oaks Ranch C: 210-217-1844 john@visionequipment.net
OFFICE ADDRESS	OFFICE MANAGER	WEST TEXAS	N & SE TEXAS
David Bartlett 6 Falls View Fair Oaks Ranch, TX 78015	Chris Hanley Houston O: 970-368-2265 chris@visionequipment.net	Mike Neill Amarillo C: 806-676-8975 mike@visionequipment.net	Keisha Antoine, PhD, PE Houston O: 832-356-3903 keisha@visionequipment.net

**Approve the Purchase from Vision Equipment of a
Replacement Bar Screen Compactor Unit for the Buck Creek Pump Station**





Purchase Bar Screen Compactor Unit

- Approve the purchase from Vision Equipment of a Replacement Bar Screen Compactor Unit for the price of \$120,500.00.
- Vision Equipment is the manufacturer's authorized distributor for this region and can supply the needed unit for installation by the City's contractor.
- The City of Abilene (City) owns and operates Hamby Water Reclamation Facility including the Buck Creek Pump Station and the municipal wastewater collection system as authorized through TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality.





Purchase Bar Screen Compactor Unit

- The Buck Creek Pump Station receives by gravity flow the municipal wastewater produced by Abilene and certain regional customers, processes it, and pumps it through a force main uphill to the Hamby Water Reclamation Facility.
- The Buck Creek Pump Station utilizes coarse bar screens to remove large suspended solids which are subsequently fed through a compactor unit for dewatering and compaction before placement in a trailer for subsequent offsite disposal at a solid waste landfill.





Purchase Bar Screen Compactor Unit



COMPACTOR UNIT SHOWN TO THE RIGHT. COMPACTOR UNIT AS INSTALLED ON COARSE BAR SCREEN UNIT TO THE LEFT.



**CITY OF
ABILENE
TEXAS**

**Approve the Purchase from Vision Equipment of a
Replacement Bar Screen Compactor Unit for the Buck Creek Pump Station**

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into Economic Development Agreements with Thornton Custom Homes for 3402 Vogel St., 2809 S 11th St., 2718 Westview Dr., 2710 Westview Dr., 2702 Westview Dr., and 2702 N Willis St. *(Tim Littlejohn)***

GENERAL INFORMATION

Economic Development Agreements with Thornton Custom Homes for 3402 Vogel St., 2809 S 11th St., 2718 Westview Dr., 2710 Westview Dr., 2702 Westview Dr., and 2702 N Willis St. These will be new single family homes built in compliance with the adopted RebuildAbi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Up to \$30,450 each plus any abatements needed

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 380 Agmt Rebuild ABI Thornton Homes
2. 2702 N Willis agreement
3. 2702 N willis Exhibit A
4. 2702 westview dr.agreement
5. 2702 Westview Dr Exhibit A
6. 2710 westview dr.agreement
7. 2710 Westview Dr Exhibit A
8. 2718 westview dr.agreement
9. 2718 Westview Dr Exhibit A
10. 2809 S 11th agreement
11. 2809 S 11th Exhibit A
12. 3402 Vogel agreement
13. 3402 Vogel Exhibit A
14. City Council Presentation Thornton Homes

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND THORNTON HOMES REGARDING 2702 N WILLIS ST, 2702 WESTVIEW DR, 2710 WESTVIEW DR, 2718 WESTVIEW DR, 2809 S 11TH ST, AND 3402 VOGEL ST.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 27th day of June, 2024, by and between Thornton Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2702 N Willis St, 2702 Westview Dr, 2710 Westview Dr, 2718 Westview Dr, 2809 S 11th St, and 3402 Vogel St, in Abilene, Taylor County, Texas (the “Project Areas”); and

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

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

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

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

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

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

ADOPTED on the 27th day of June, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Thornton Custom Homes**

This Economic Development Agreement ("Agreement") is effective as of the 27th day of June, 2024 ("Effective Date"), by and between Thornton Custom Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2702 N. Willis, in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

- c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

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

AGREED:

DEVELOPER

Thornton Custom Homes
thorntoncustomhomes@gmail.com

Leo Pinehurst
Abilene 79606
325-669-4227

By: 

Name: Trey Thornton

Its: Principle

CITY OF ABILENE

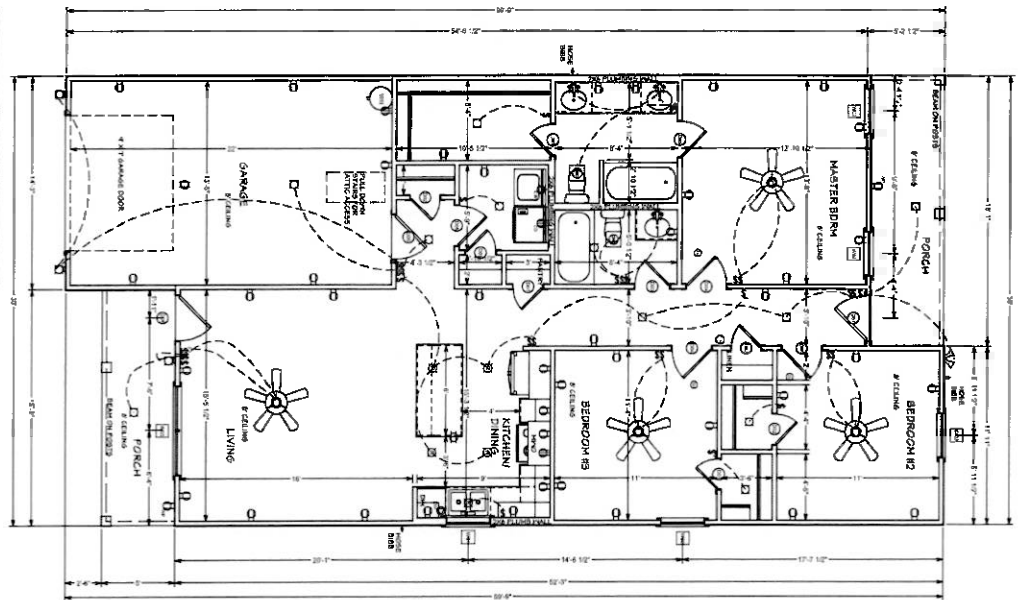
ATTEST:

City Manager

City Secretary

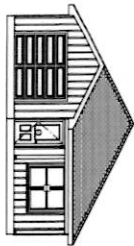
APPROVED AS TO FORM:

City Attorney

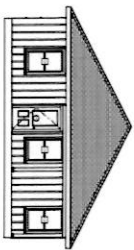


NO.	DESCRIPTION	QTY	UNIT
1	4" x 8" PLANKS	1200	LF
2	4" x 6" PLANKS	1200	LF
3	4" x 4" PLANKS	1200	LF
4	4" x 2" PLANKS	1200	LF
5	4" x 1" PLANKS	1200	LF
6	4" x 1/2" PLANKS	1200	LF
7	4" x 1/4" PLANKS	1200	LF
8	4" x 1/8" PLANKS	1200	LF
9	4" x 1/16" PLANKS	1200	LF
10	4" x 1/32" PLANKS	1200	LF
11	4" x 1/64" PLANKS	1200	LF
12	4" x 1/128" PLANKS	1200	LF
13	4" x 1/256" PLANKS	1200	LF
14	4" x 1/512" PLANKS	1200	LF
15	4" x 1/1024" PLANKS	1200	LF
16	4" x 1/2048" PLANKS	1200	LF
17	4" x 1/4096" PLANKS	1200	LF
18	4" x 1/8192" PLANKS	1200	LF
19	4" x 1/16384" PLANKS	1200	LF
20	4" x 1/32768" PLANKS	1200	LF
21	4" x 1/65536" PLANKS	1200	LF
22	4" x 1/131072" PLANKS	1200	LF
23	4" x 1/262144" PLANKS	1200	LF
24	4" x 1/524288" PLANKS	1200	LF
25	4" x 1/1048576" PLANKS	1200	LF
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27	4" x 1/4194304" PLANKS	1200	LF
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30	4" x 1/33554432" PLANKS	1200	LF
31	4" x 1/67108864" PLANKS	1200	LF
32	4" x 1/134217728" PLANKS	1200	LF
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FLOOR PLAN 1/4 in = 1 ft

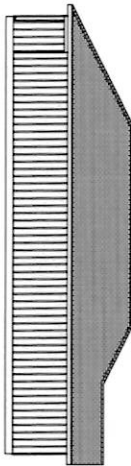


FRONT ELEVATION 1/8 in = 1 ft



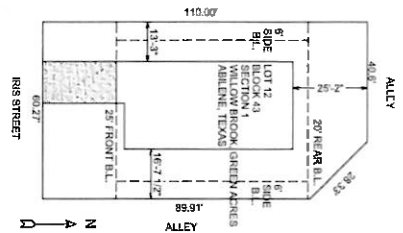
REAR ELEVATION

LEFT ELEVATION

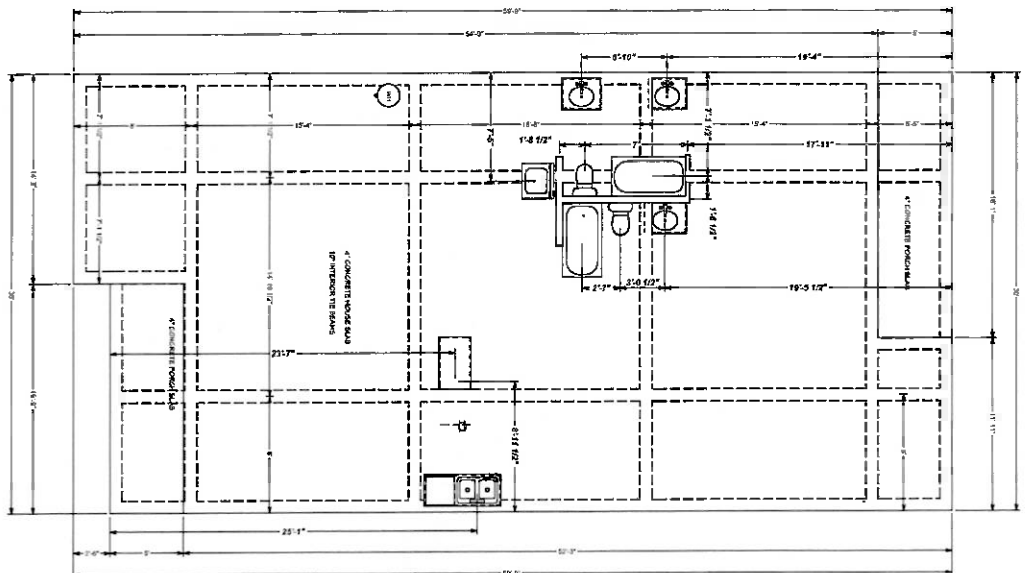
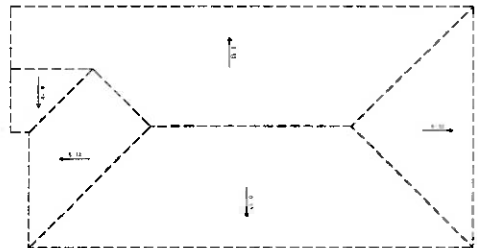


RIGHT ELEVATION

PLOT PLAN 1 in = 20 ft

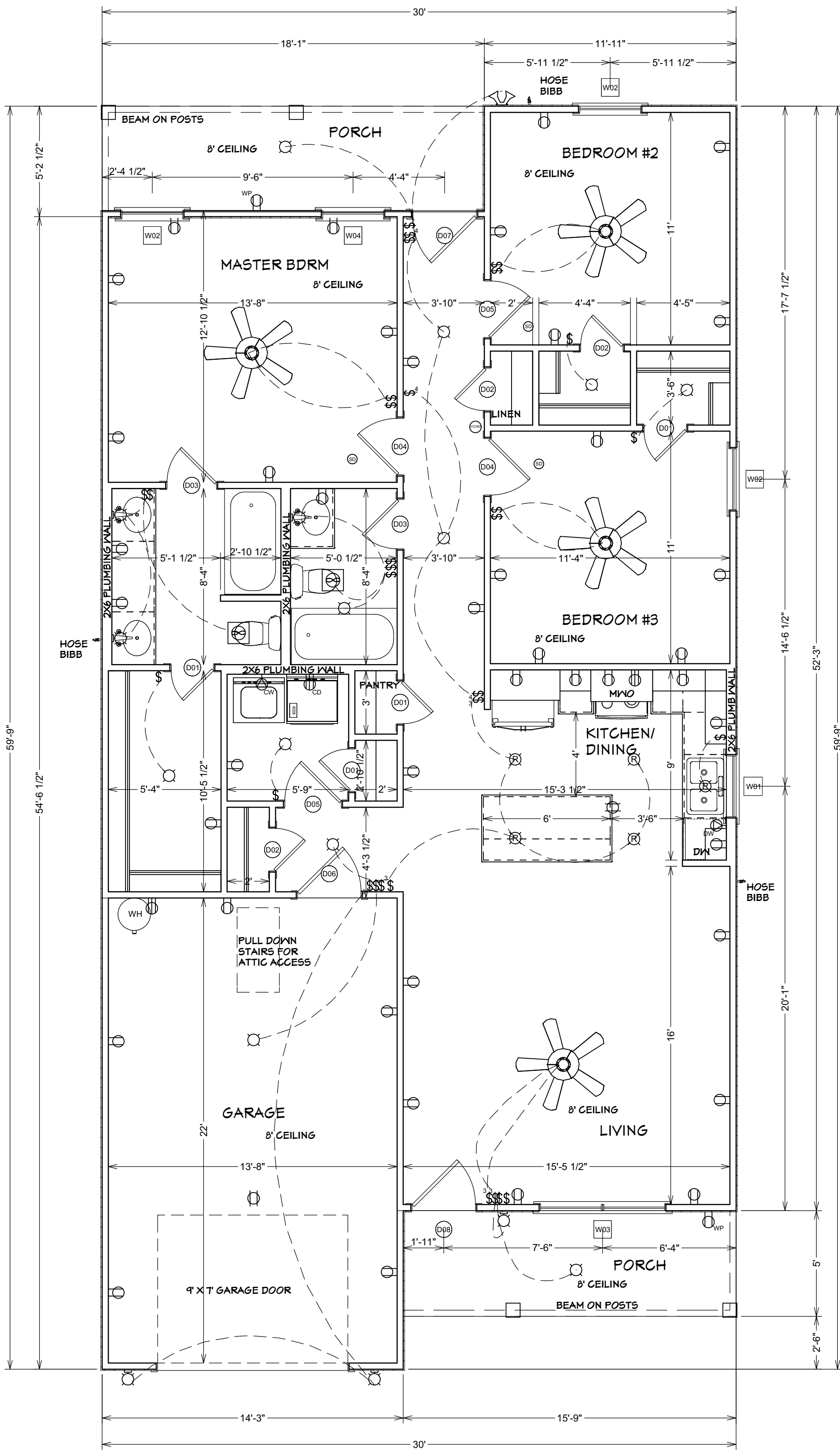


ROOF PLAN 1/8 in = 1 ft



CONCRETE AREA 1785 SQ FT

3218 IRIS STREET	THORNTON CUSTOM HOMES
DRAWN BY 2023	Scale 1/8" = 1'
FLOOR, PLOT, ROOF, FOUNDATION AND ELEVATIONS	1270 SQ FT 60'
Page 1 OF 1	Drawing # THORNTON-23-1270



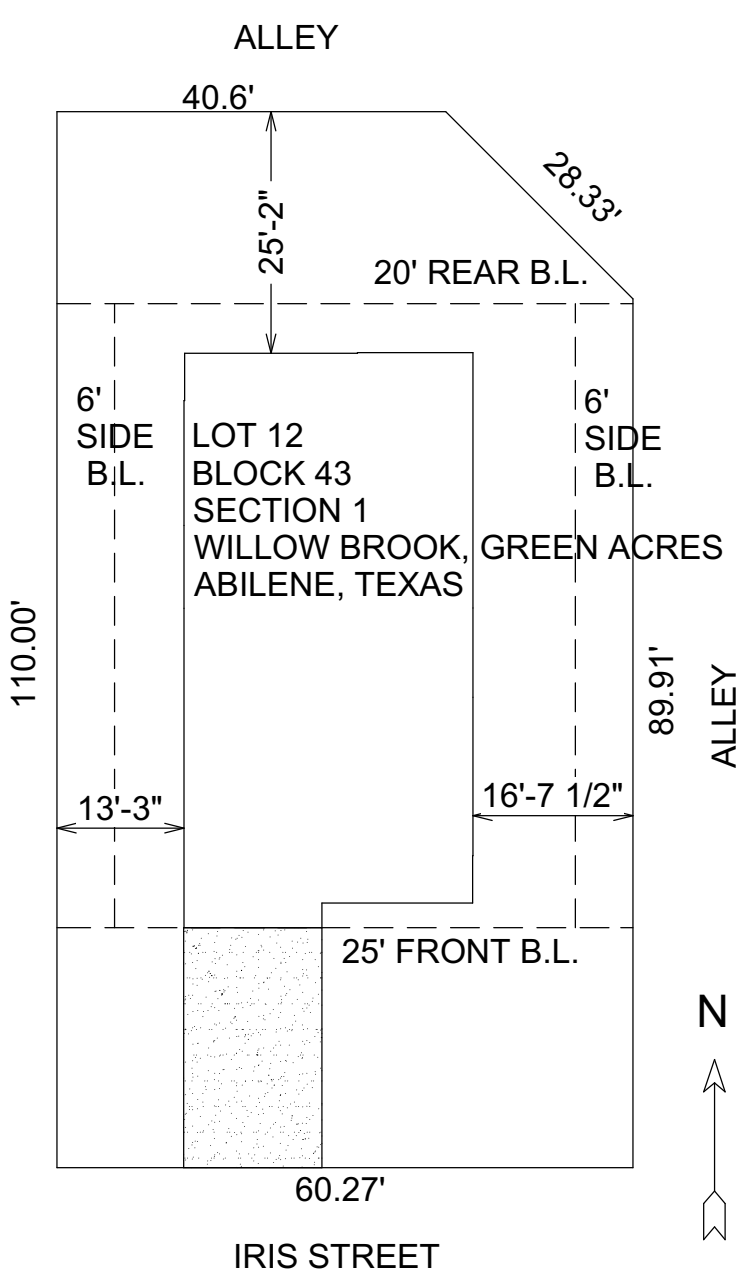
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

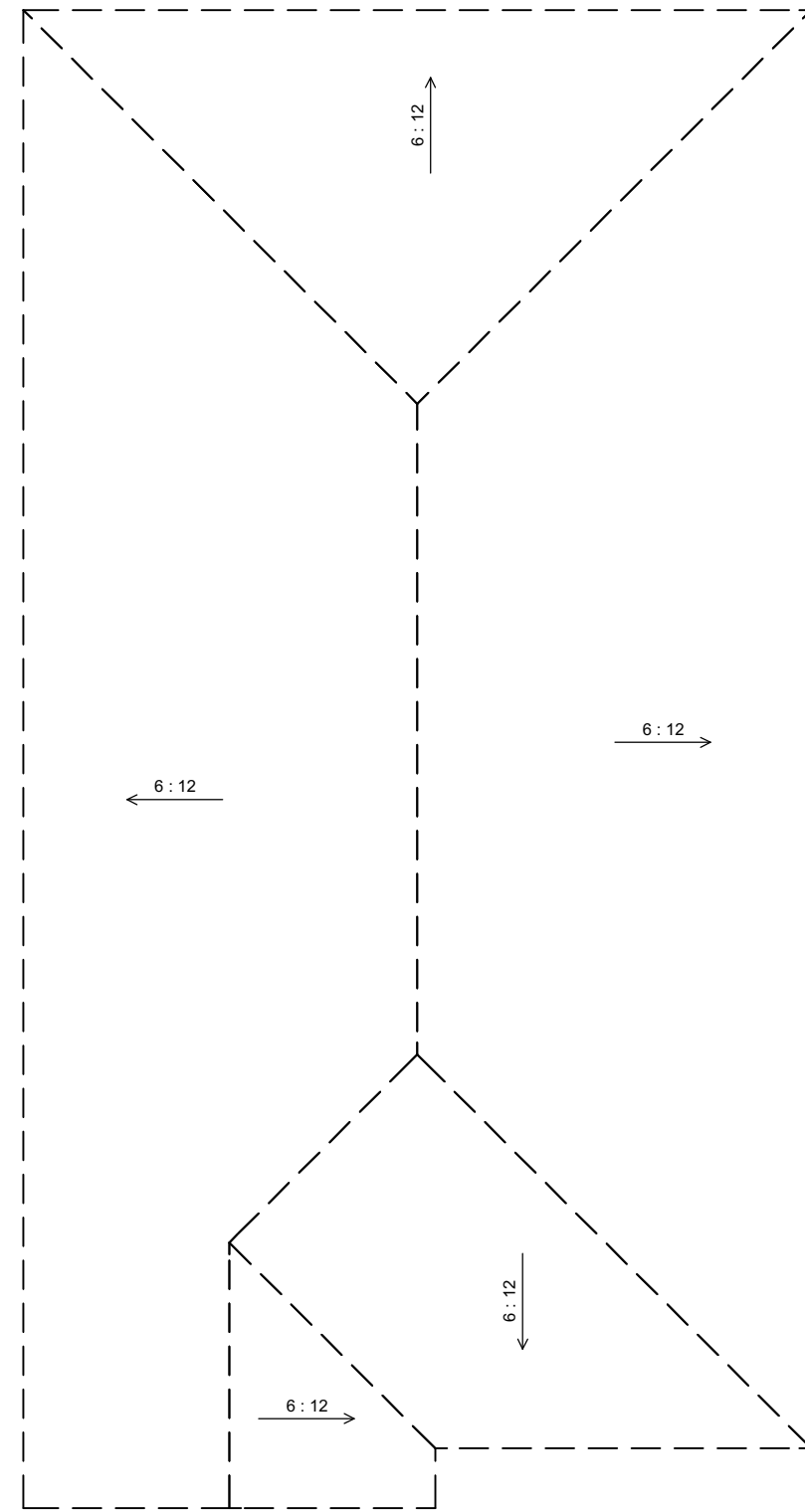
NOTES:

1. ALL 8' PLATES.
2. HVAC IN ATTIC.
3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
4. STUD WALLS DIMENSIONED AT 3-1/2".

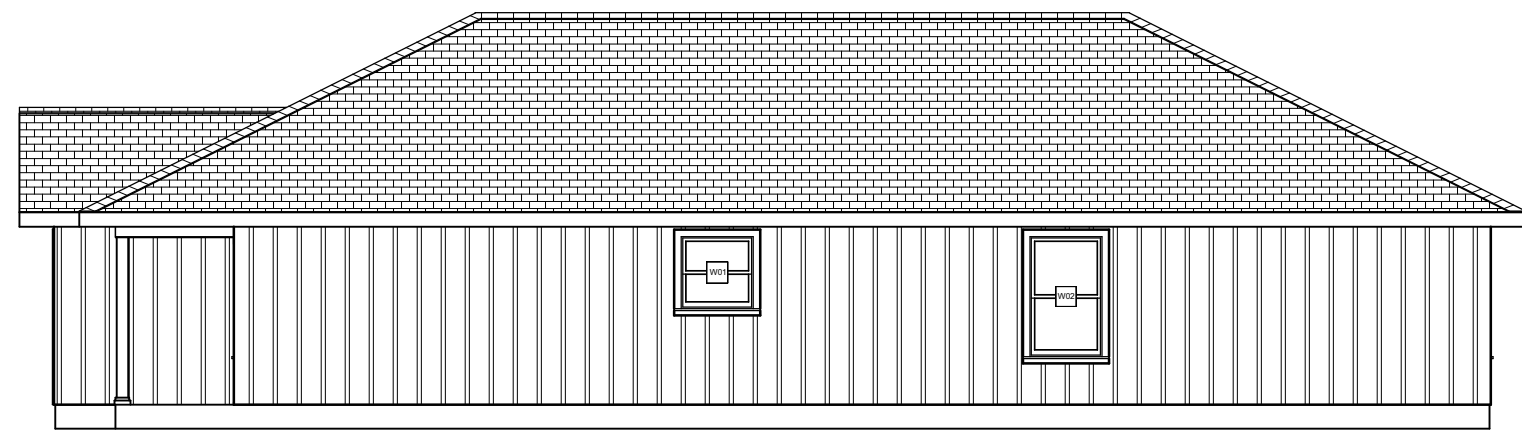
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



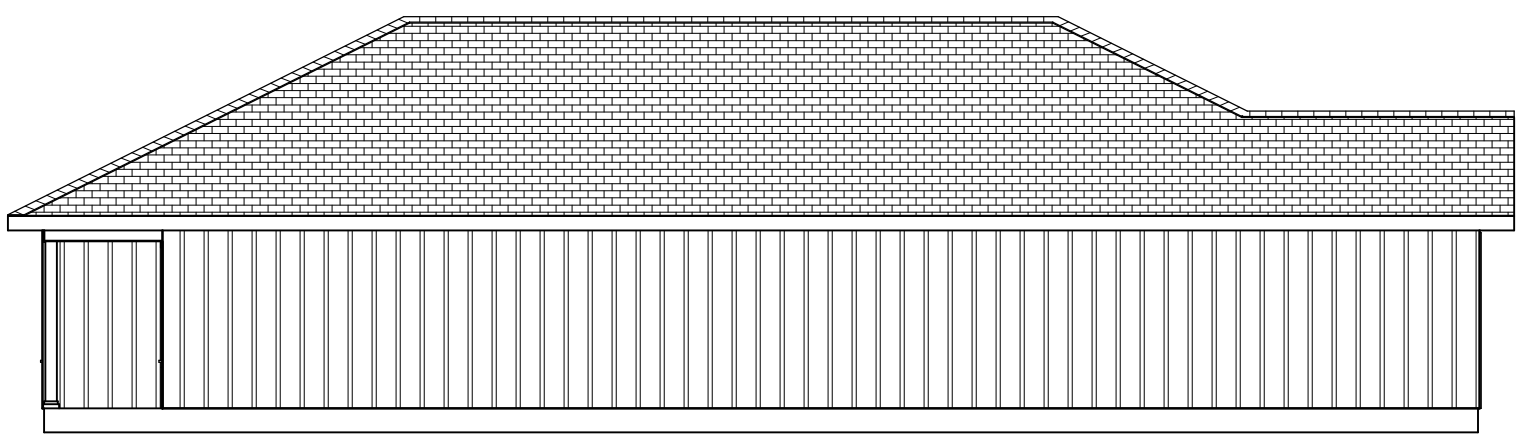
PLOT PLAN 1 in = 20 ft



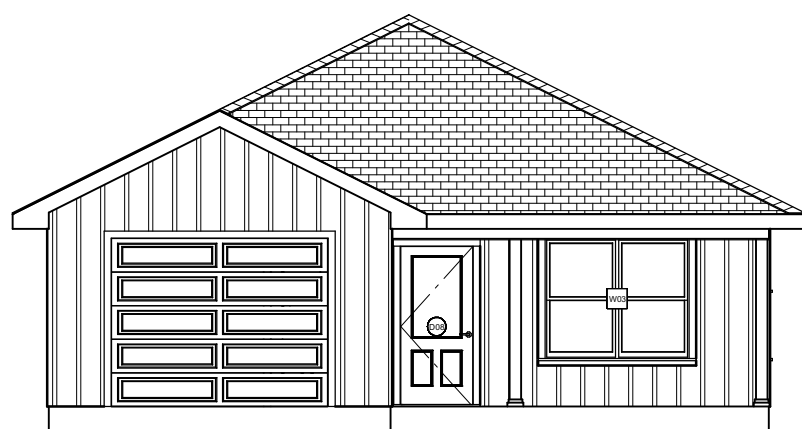
ROOF PLAN 1/8 in = 1 ft



RIGHT ELEVATION



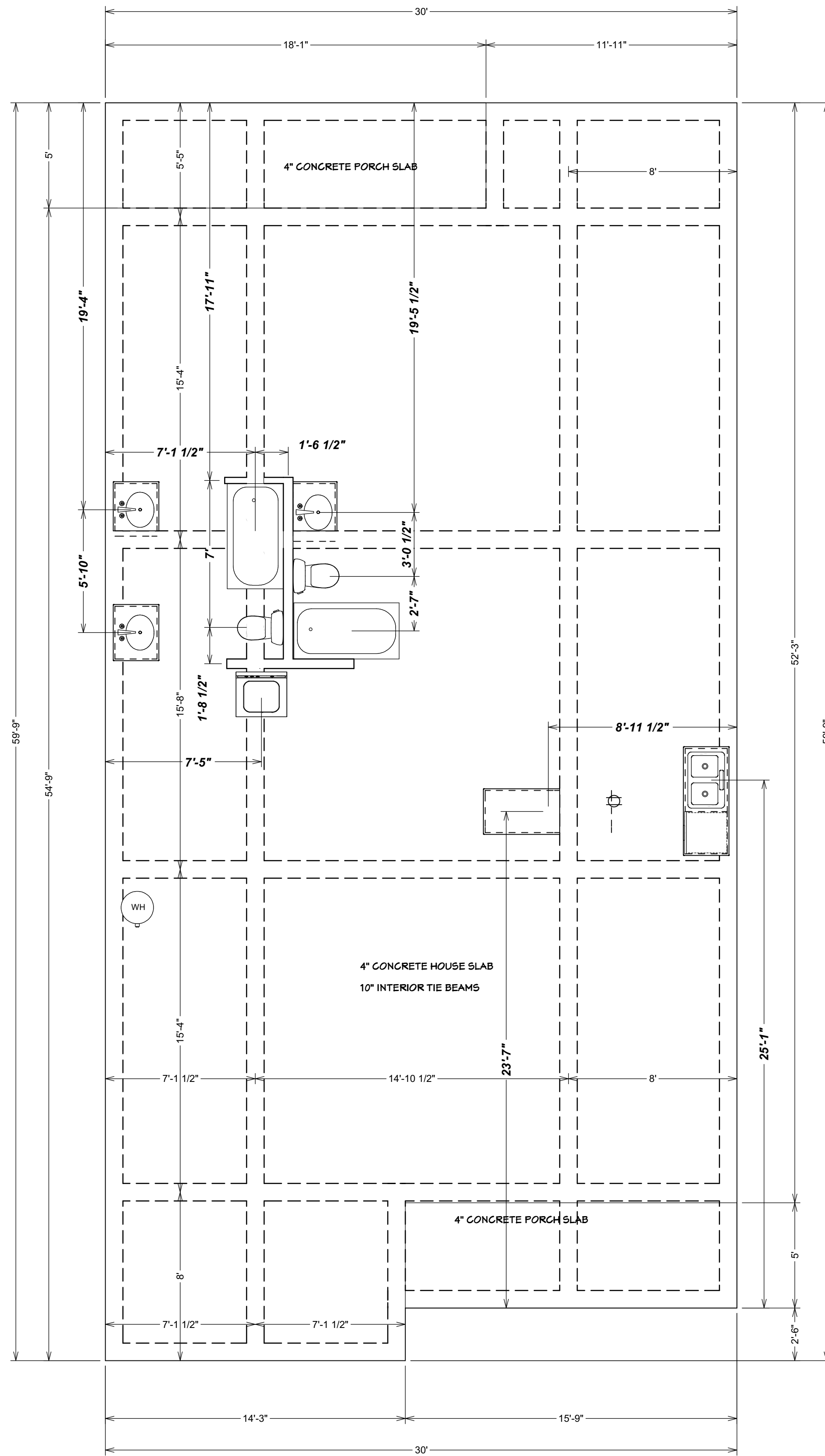
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

THORNTON CUSTOM HOMES			
Date: MAY 2023	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-23-1270	

FLOOR PLAN 1/4 in = 1 ft

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Thornton Custom Homes**

This Economic Development Agreement ("Agreement") is effective as of the 27th day of June, 2024 ("Effective Date"), by and between Thornton Custom Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2702 Westview Dr., in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

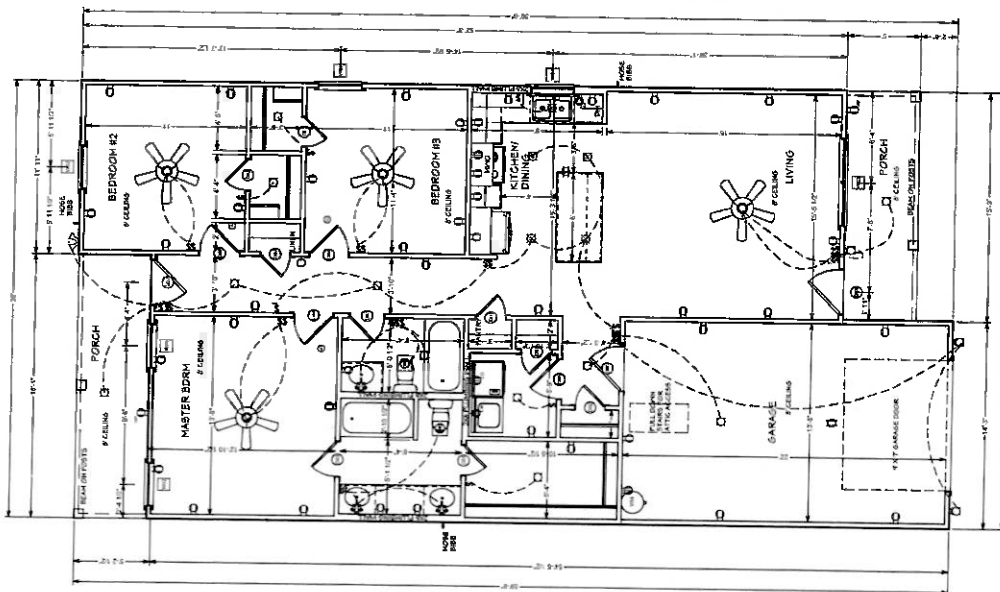
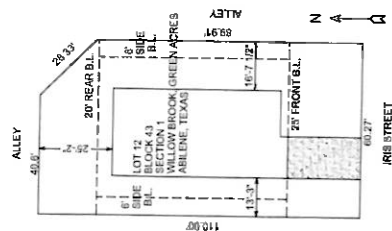
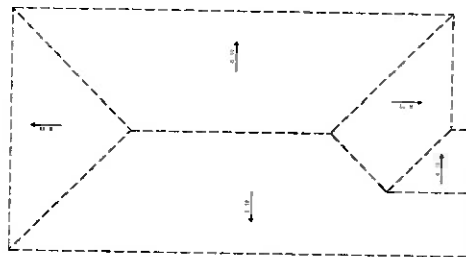
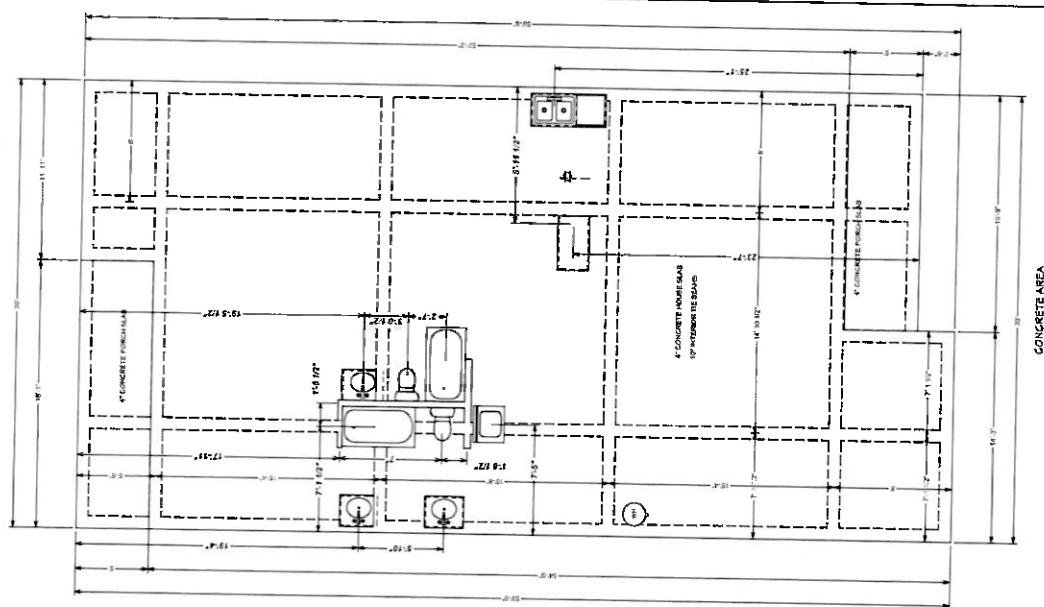
VIII. GENERAL PROVISIONS

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

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

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

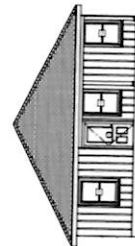
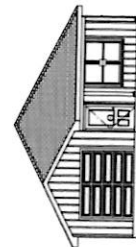
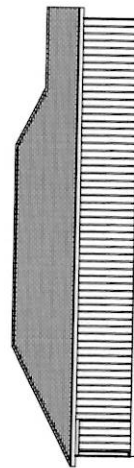
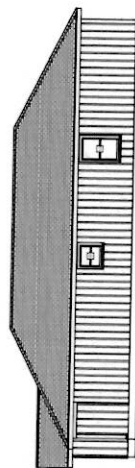
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]



NOTES

1. ALL 8" PLATES.
2. HVAC IN ATTIC.
3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
4. STUD WALLS DIMENSIONED AT 3-1/2".

LOGS CHECKLIST					
DATE	TIME	TYPE	THRESHOLD	NO.	STATUS
01	20-11-78	13.00	1.30	1	OK
02	20-11-78	13.00	1.30	2	OK
03	20-11-78	13.00	1.30	3	OK
04	20-11-78	13.00	1.30	4	OK
05	20-11-78	13.00	1.30	5	OK
06	20-11-78	13.00	1.30	6	OK
07	20-11-78	13.00	1.30	7	OK
08	20-11-78	13.00	1.30	8	OK
09	20-11-78	13.00	1.30	9	OK
10	20-11-78	13.00	1.30	10	OK
11	20-11-78	13.00	1.30	11	OK
12	20-11-78	13.00	1.30	12	OK
13	20-11-78	13.00	1.30	13	OK
14	20-11-78	13.00	1.30	14	OK
15	20-11-78	13.00	1.30	15	OK
16	20-11-78	13.00	1.30	16	OK
17	20-11-78	13.00	1.30	17	OK
18	20-11-78	13.00	1.30	18	OK
19	20-11-78	13.00	1.30	19	OK
20	20-11-78	13.00	1.30	20	OK
21	20-11-78	13.00	1.30	21	OK
22	20-11-78	13.00	1.30	22	OK
23	20-11-78	13.00	1.30	23	OK
24	20-11-78	13.00	1.30	24	OK
25	20-11-78	13.00	1.30	25	OK
26	20-11-78	13.00	1.30	26	OK
27	20-11-78	13.00	1.30	27	OK
28	20-11-78	13.00	1.30	28	OK
29	20-11-78	13.00	1.30	29	OK
30	20-11-78	13.00	1.30	30	OK
31	20-11-78	13.00	1.30	31	OK
32	20-11-78	13.00	1.30	32	OK
33	20-11-78	13.00	1.30	33	OK
34	20-11-78	13.00	1.30	34	OK
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38	20-11-78	13.00	1.30	38	OK
39	20-11-78	13.00	1.30	39	OK
40	20-11-78	13.00	1.30	40	OK
41	20-11-78	13.00	1.30	41	OK
42	20-11-78	13.00	1.30	42	OK
43	20-11-78	13.00	1.30	43	OK
44	20-11-78	13.00	1.30	44	OK
45	20-11-78	13.00	1.30	45	OK
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54	20-11-78	13.00	1.30	54	OK
55	20-11-78	13.00	1.30	55	OK
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58	20-11-78	13.00	1.30	58	OK
59	20-11-78	13.00	1.30	59	OK
60	20-11-78	13.00	1.30	60	OK

[illegible]

FLOOR PLAN 1/4 in = 1 ft

FRONT ELEVATION 1/8 in = 1 ft

REAR ELEVATION

3218 IRIS STREET

THORNTON CUSTOM HOMES

Date	MAY 2023	Scale	1/4" = 1'	1270 94 10	1270 94 10
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Date MAY 2023	Scale 1/4" = 1'	1270 Sq Ft	gpr
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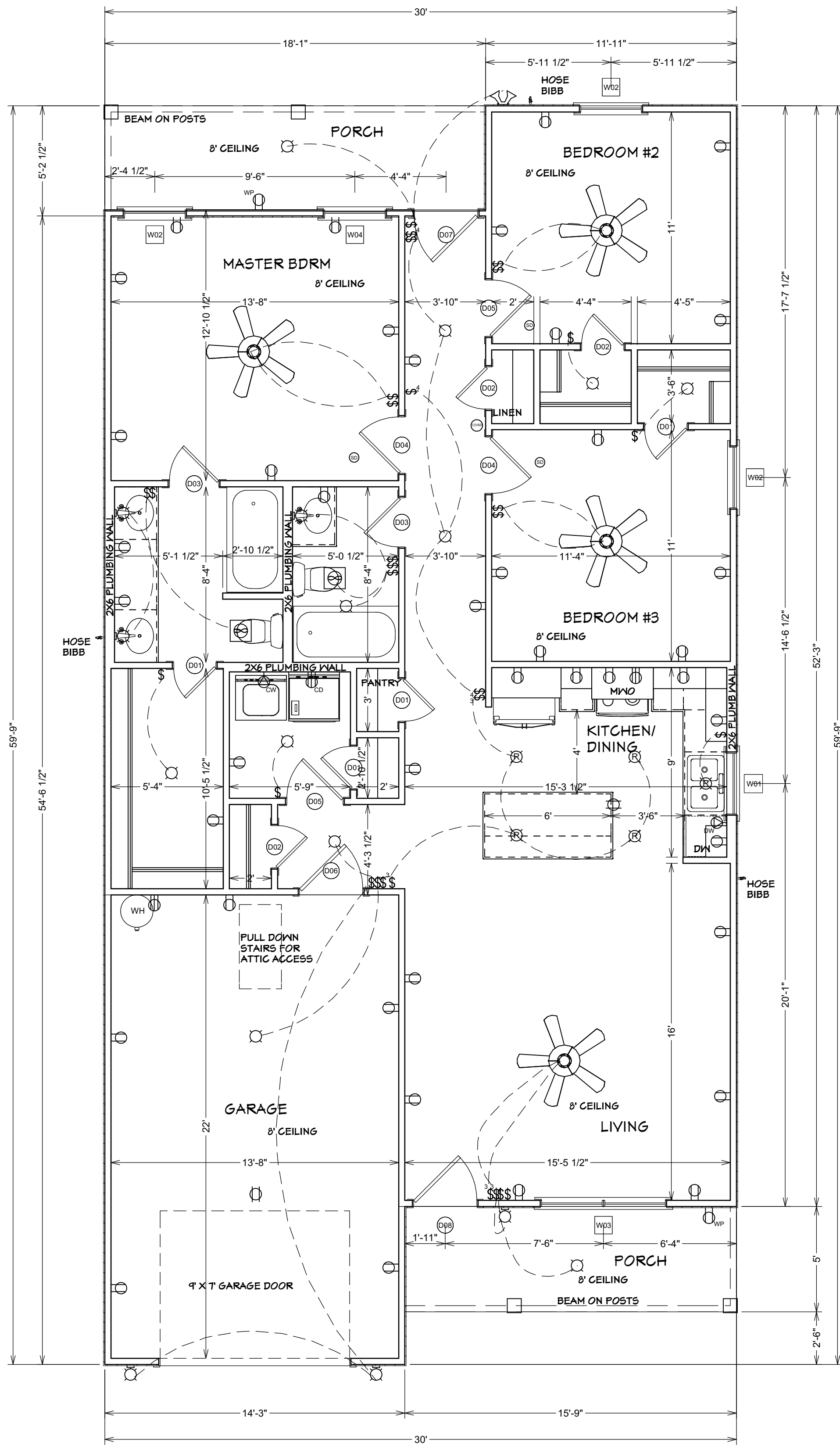
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FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS

1. The first step is to identify the key components of the system. This includes understanding the hardware, software, and network infrastructure. It also involves identifying the roles and responsibilities of the personnel involved in the system's operation.

Page # 1 of 1 Drawing #: THORNTON-23-1270

Drawing #: THORNTON-23-1270

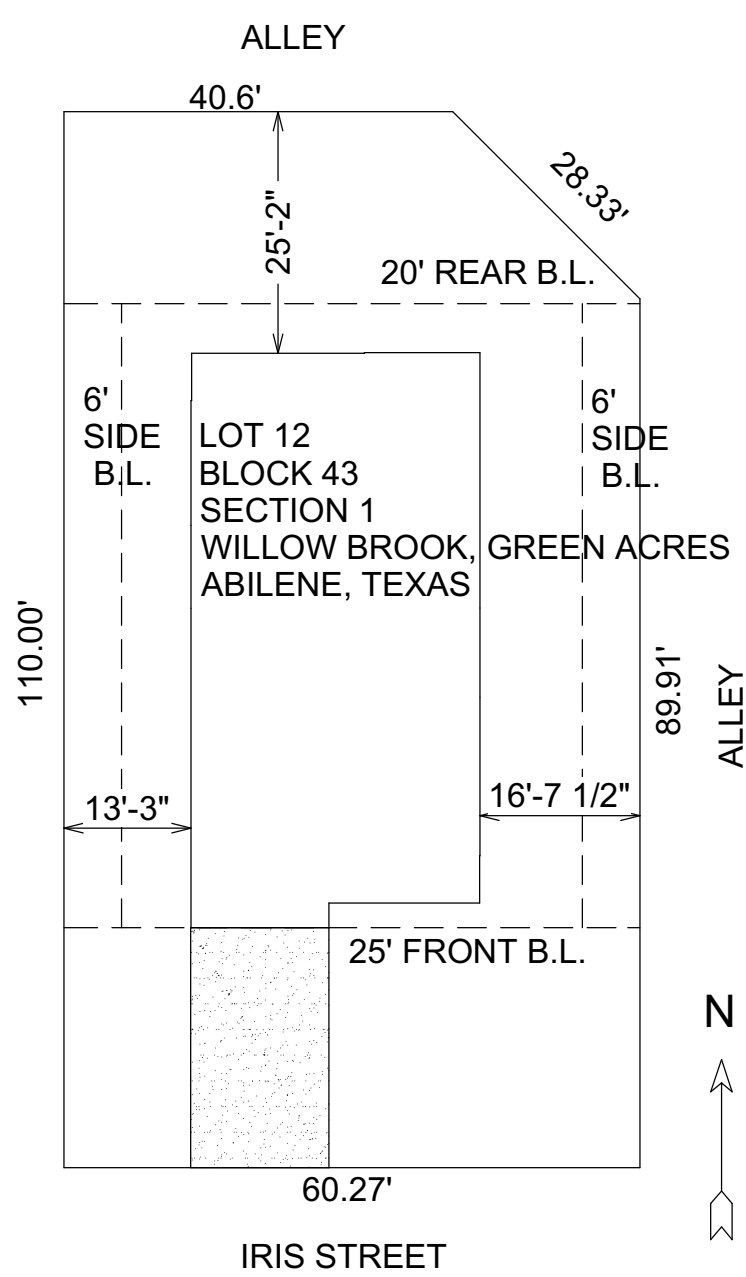


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1

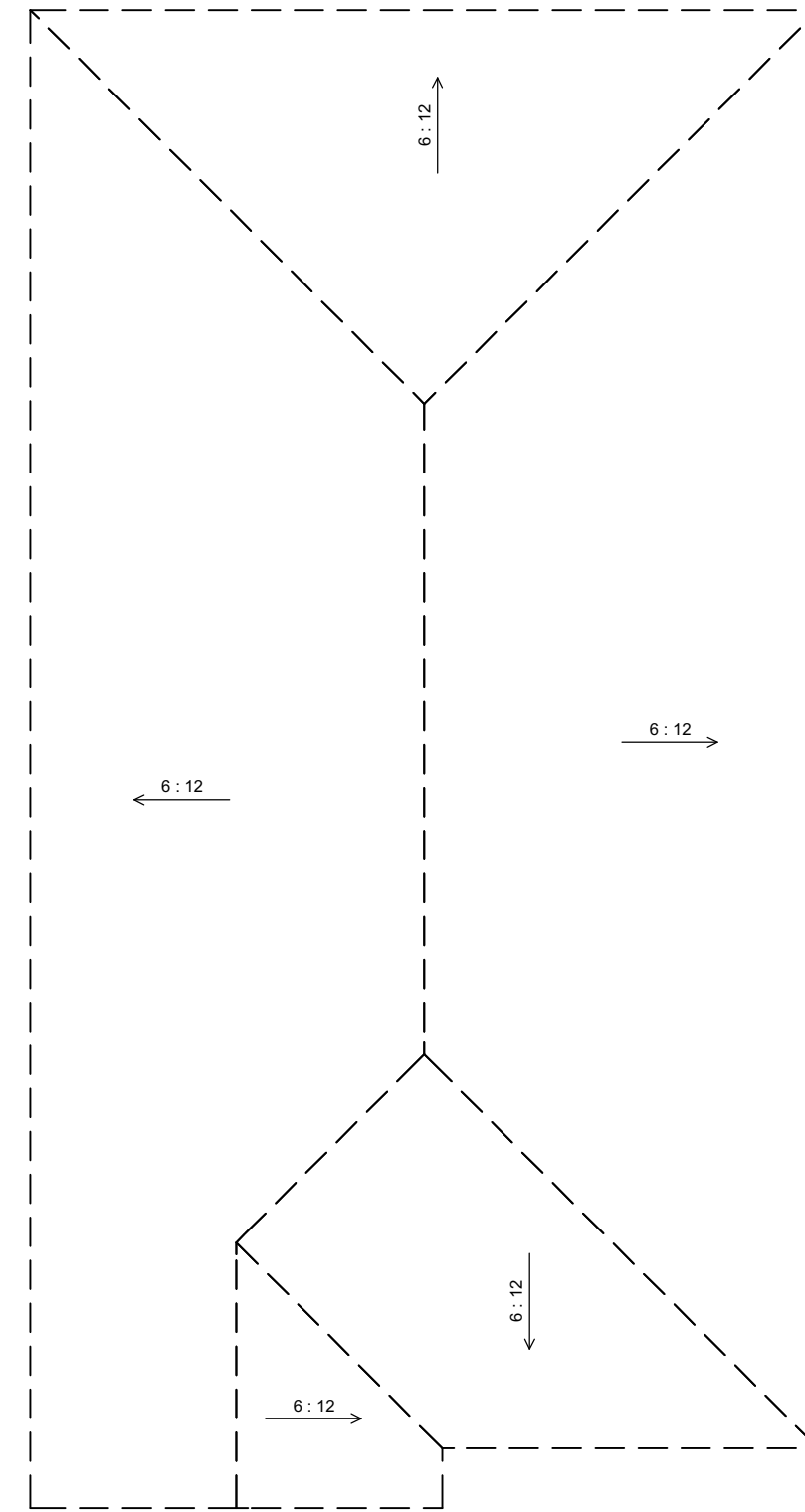
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

- NOTES:
1. ALL 8' PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

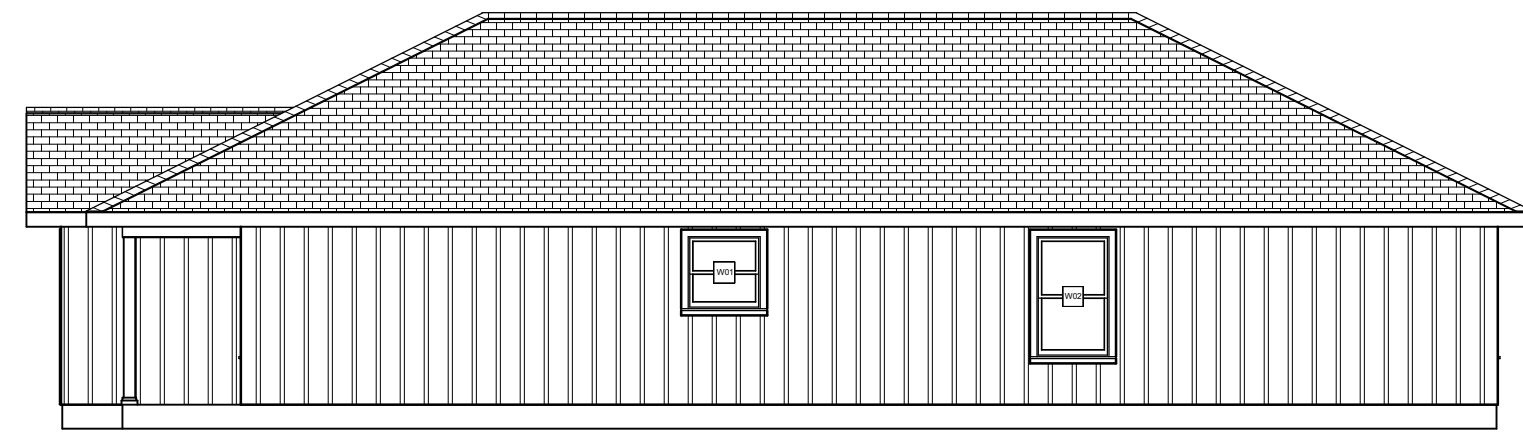
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



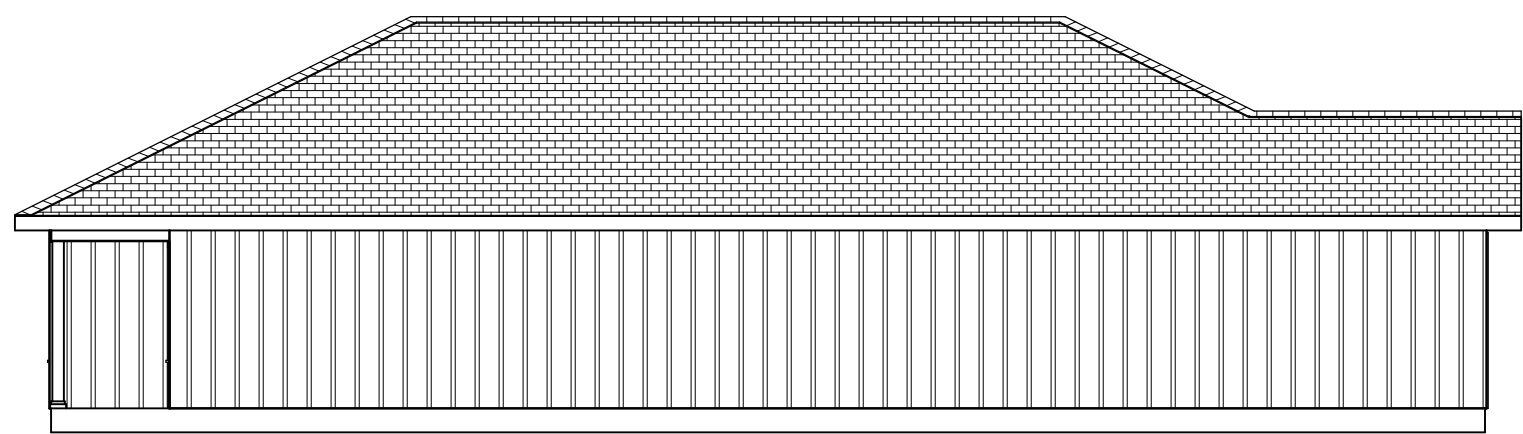
PLOT PLAN 1 in = 20 ft



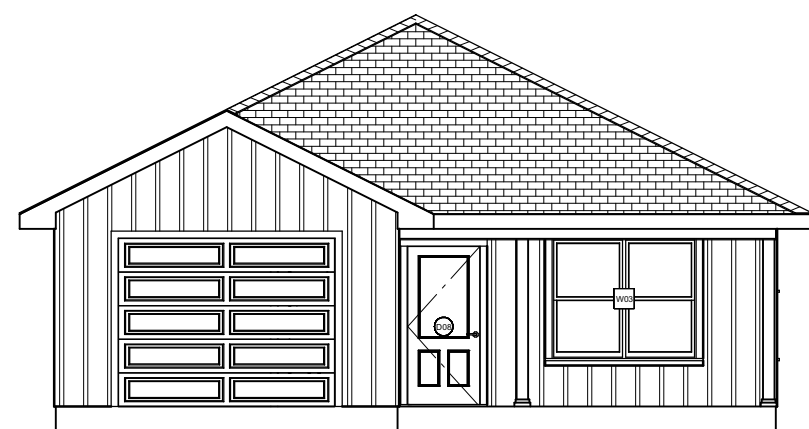
ROOF PLAN 1/8 in = 1 ft



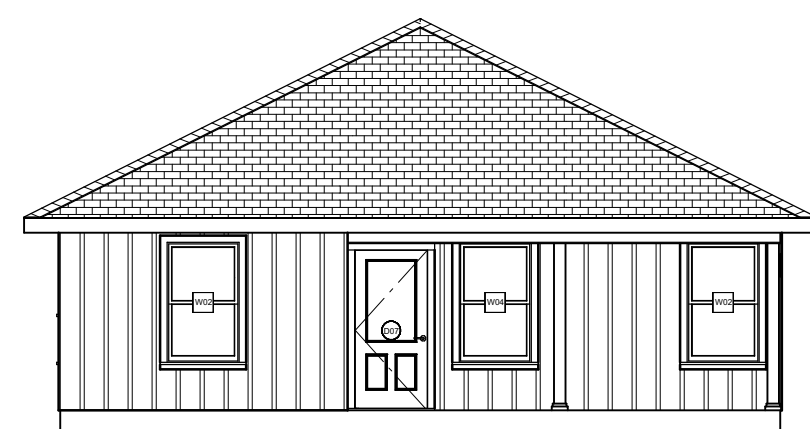
RIGHT ELEVATION



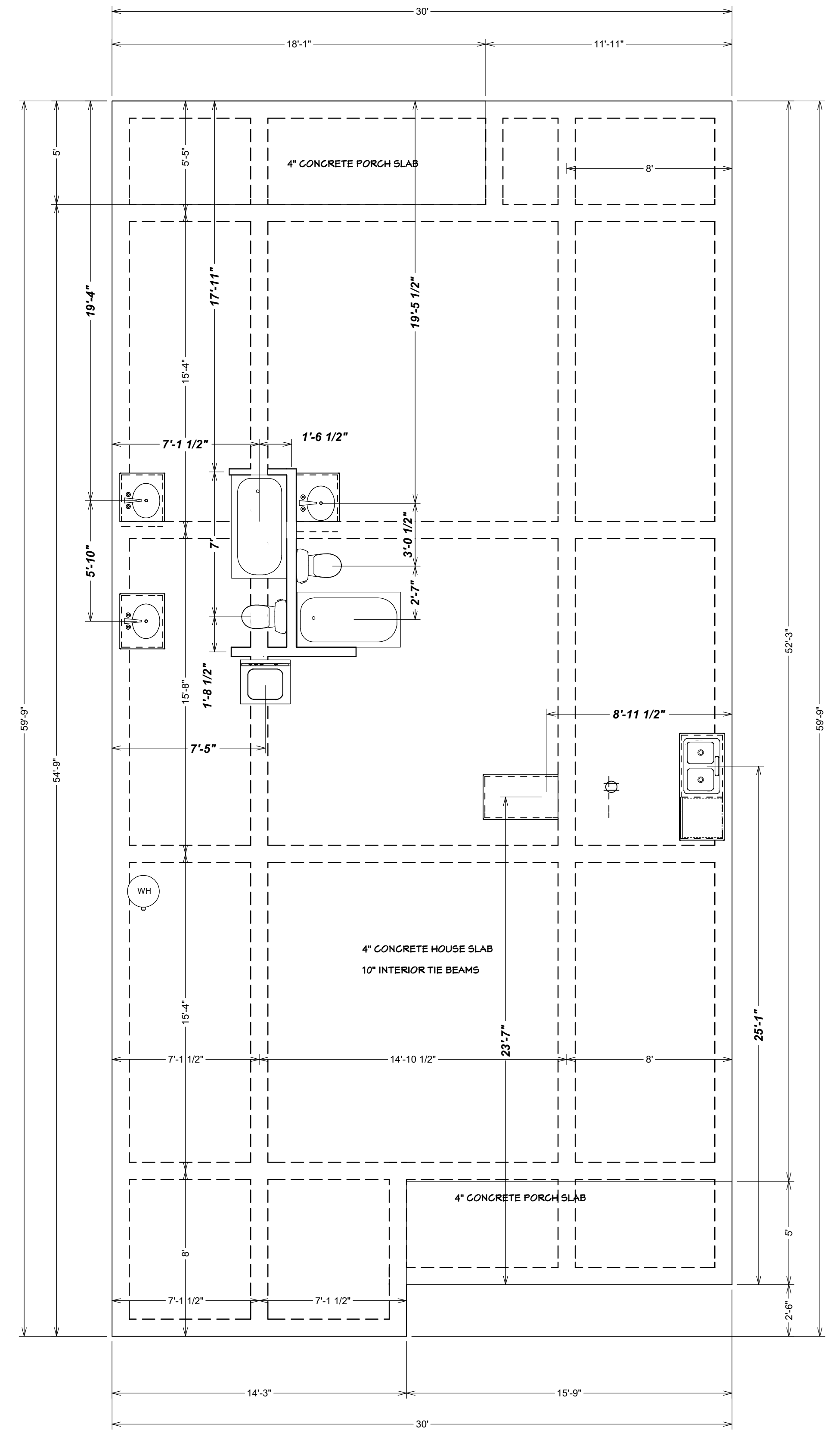
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

THORNTON CUSTOM HOMES			
Date: MAY 2023	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-23-1270		

FLOOR PLAN 1/4 in = 1 ft

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Thornton Custom Homes**

This Economic Development Agreement ("Agreement") is effective as of the 27th day of June, 2024 ("Effective Date"), by and between Thornton Custom Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2710 Westview Dr., in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

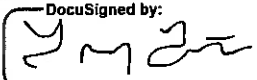
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED:

DEVELOPER

Thornton Custom Homes
thorntoncustomhomes@gmail.com

60 Pinehurst
Abilene, TX 79606
325-669-4227

By:  DocuSigned by:
8ECF42A653B847F...

Name: Trey Thornton

Its: Principle

CITY OF ABILENE

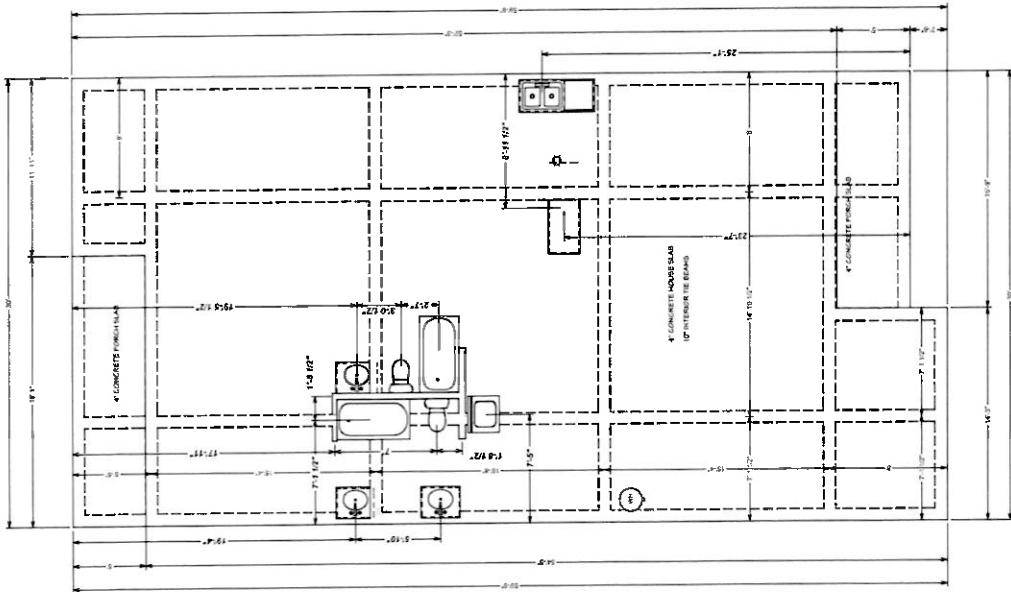
ATTEST:

City Manager

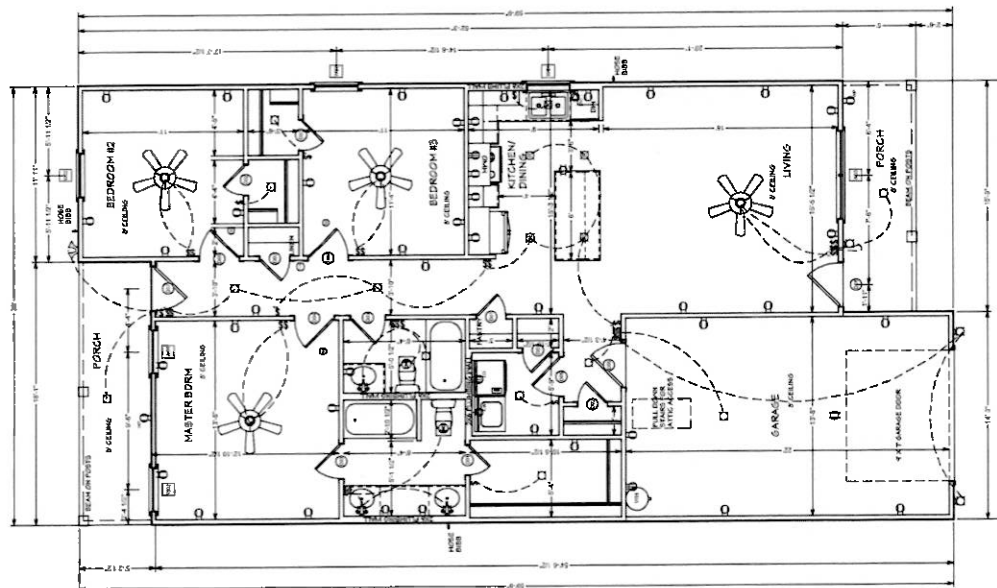
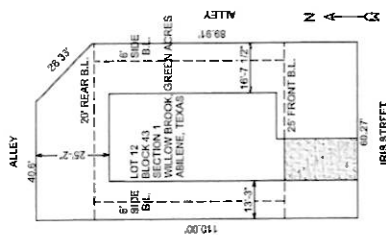
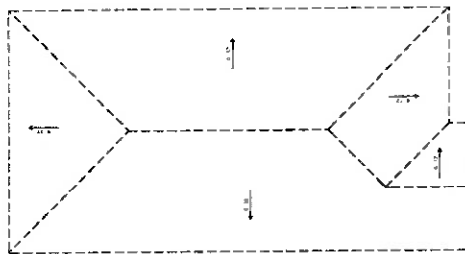
City Secretary

APPROVED AS TO FORM:

City Attorney



CONCRETE AREA
1753.86 FT²

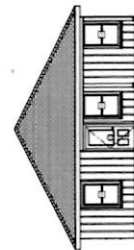
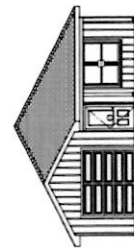
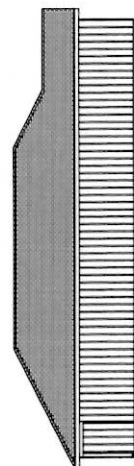
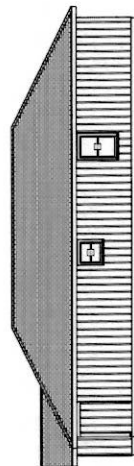


NOTES

- NOTES:
1. ALL 8" PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, ROTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

LOCAL ORDER			FEDERAL ORDER	
LINE	QTY	UNIT	QTY	UNIT
1	1	EA	1	EA
2	1	EA	1	EA
3	1	EA	1	EA
4	1	EA	1	EA
5	1	EA	1	EA
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WINDOW SCHEDULE				TYPE
AREA	QTY	SIZE	TOP	
22.1	1	5'0"	14"	SUPPLEMENT
22.1	1	5'0"	14"	SUPPLEMENT
22.1	1	5'0"	14"	SUPPLEMENT



TOTAL SLAB SQ FT: 1753

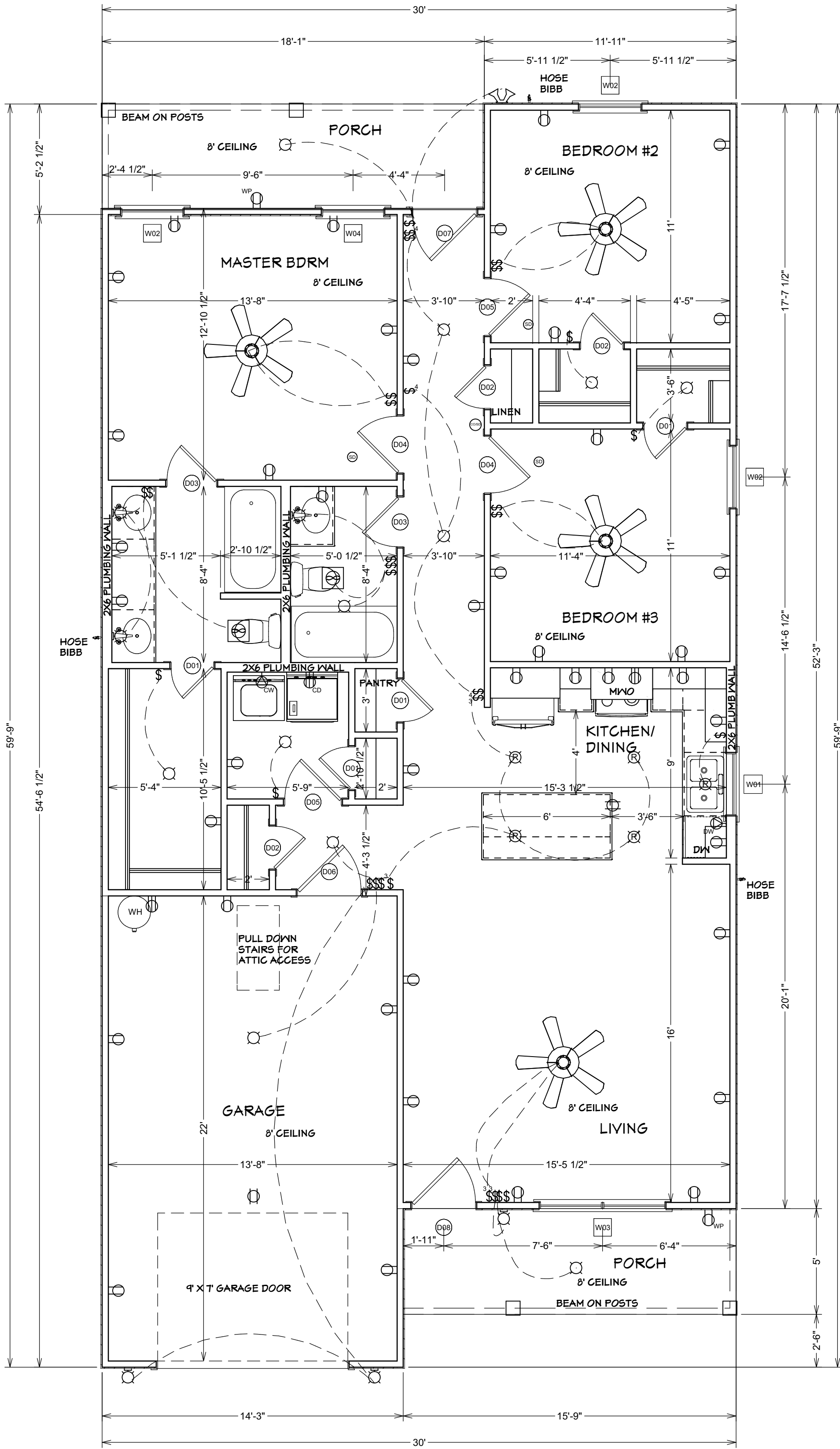
3218 IRIS STREET

THORNTON CUSTOM HOMES

Date: MAY 2023	Scale 1/4" = 1'	1270 Sq. Ft	gpr
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FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS

Page # 1 OF 1

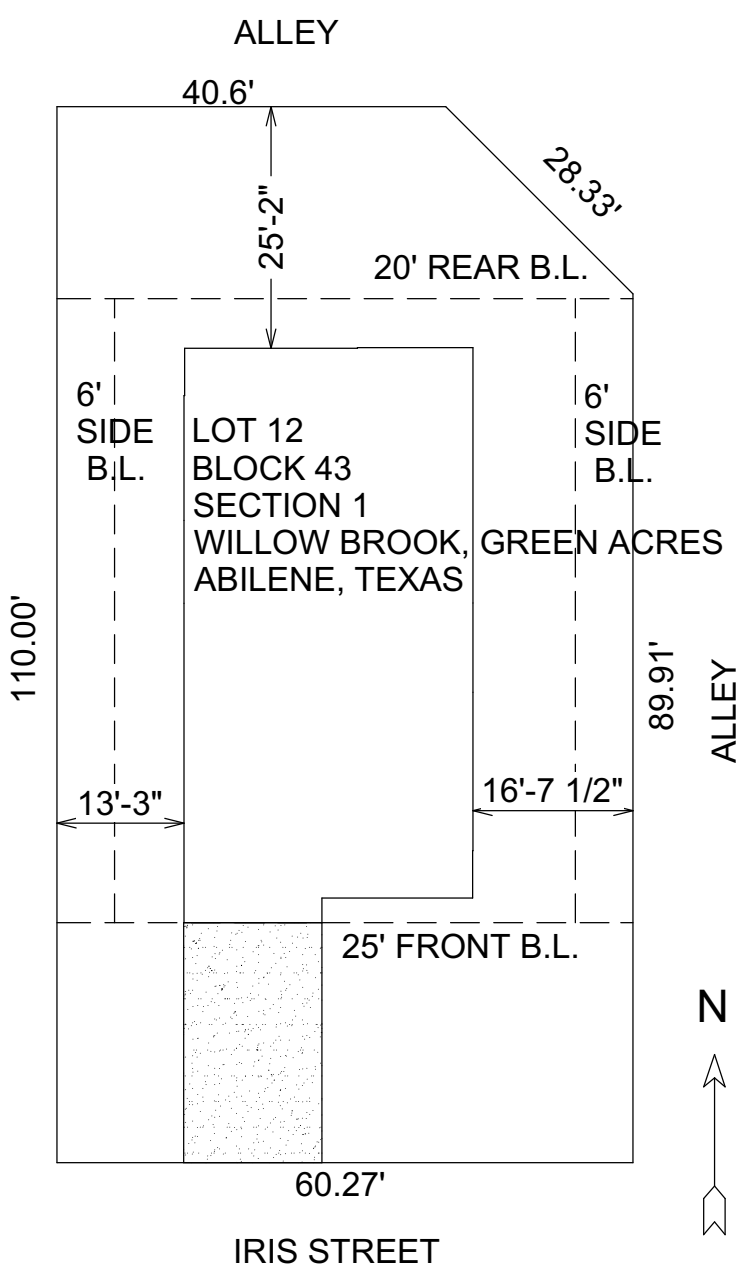


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1

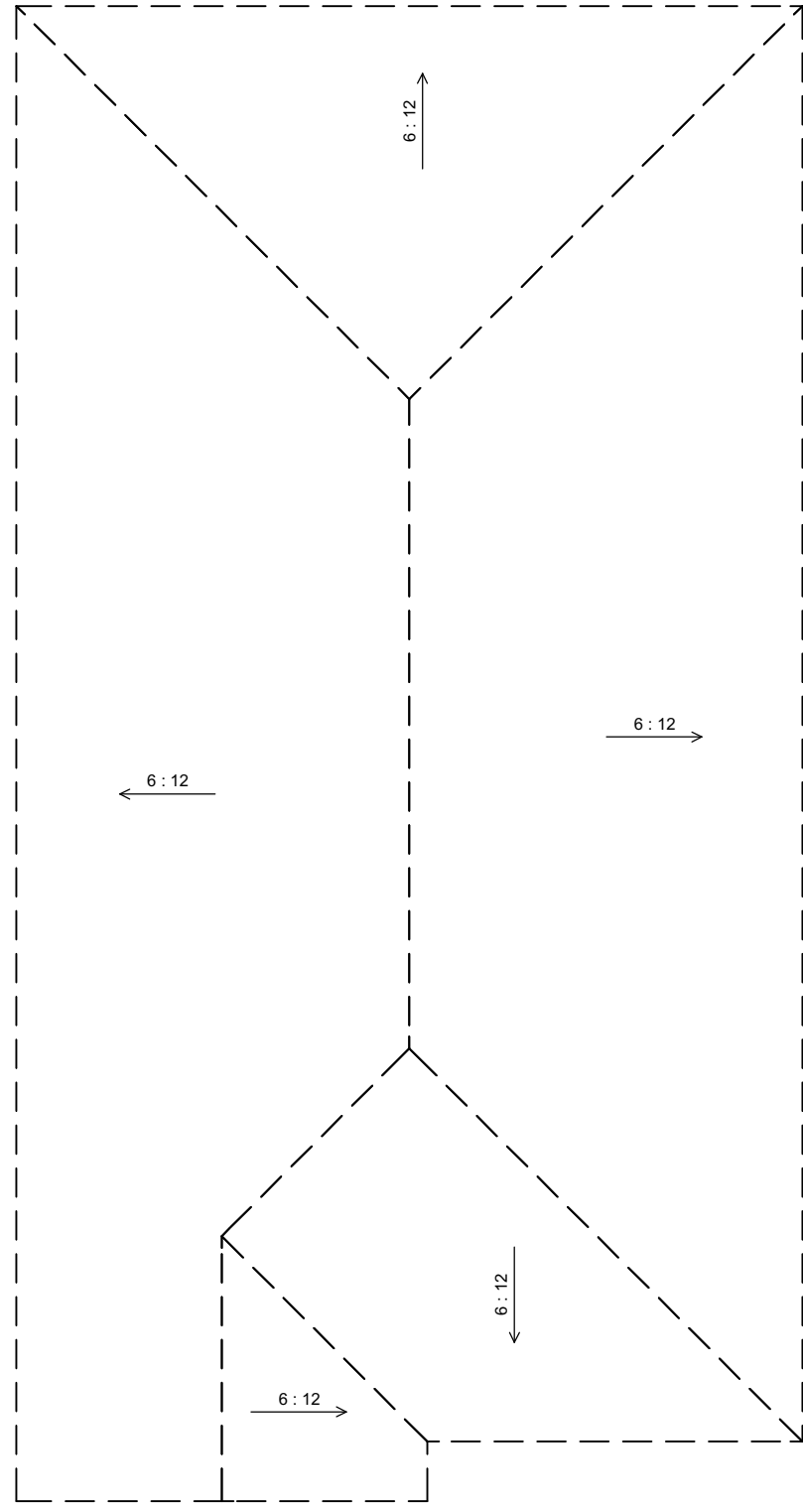
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

- NOTES:
1. ALL 8' PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

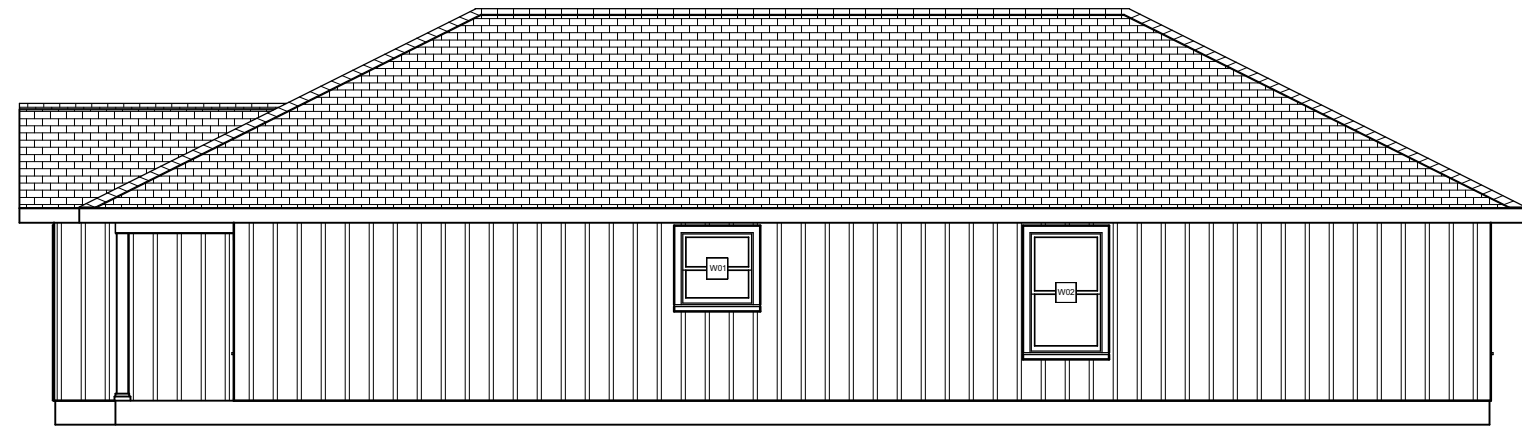
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



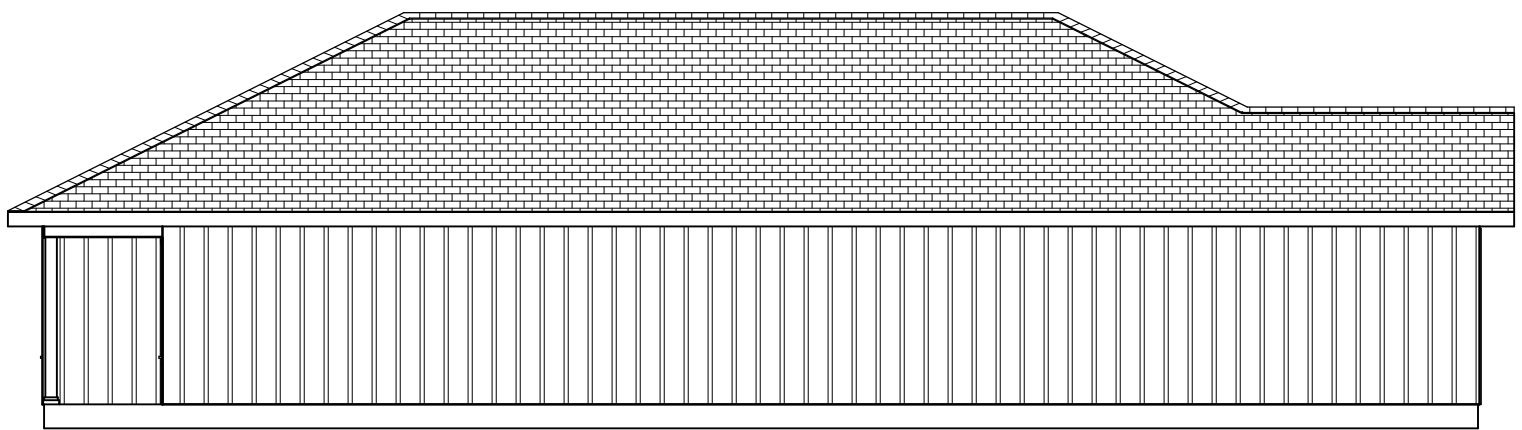
PLOT PLAN 1 in = 20 ft



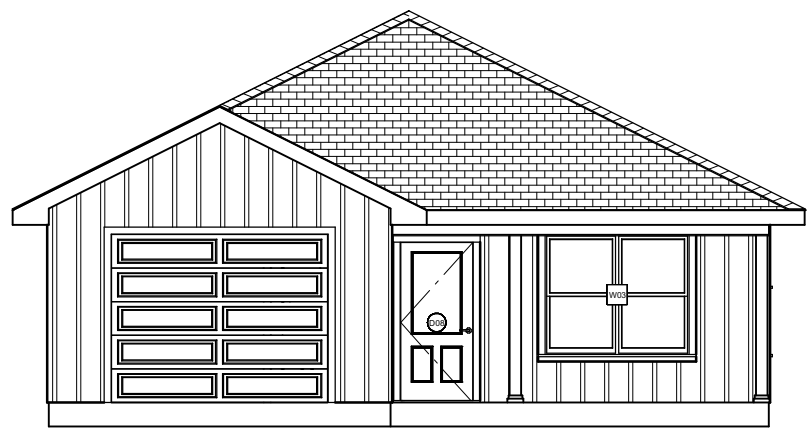
ROOF PLAN 1/8 in = 1 ft



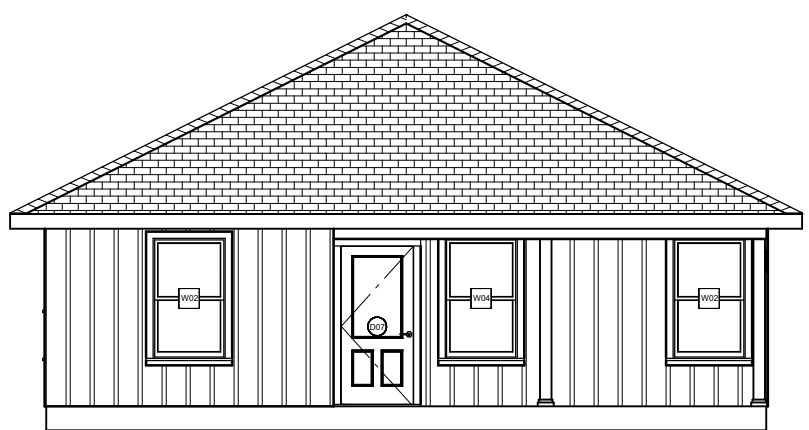
RIGHT ELEVATION



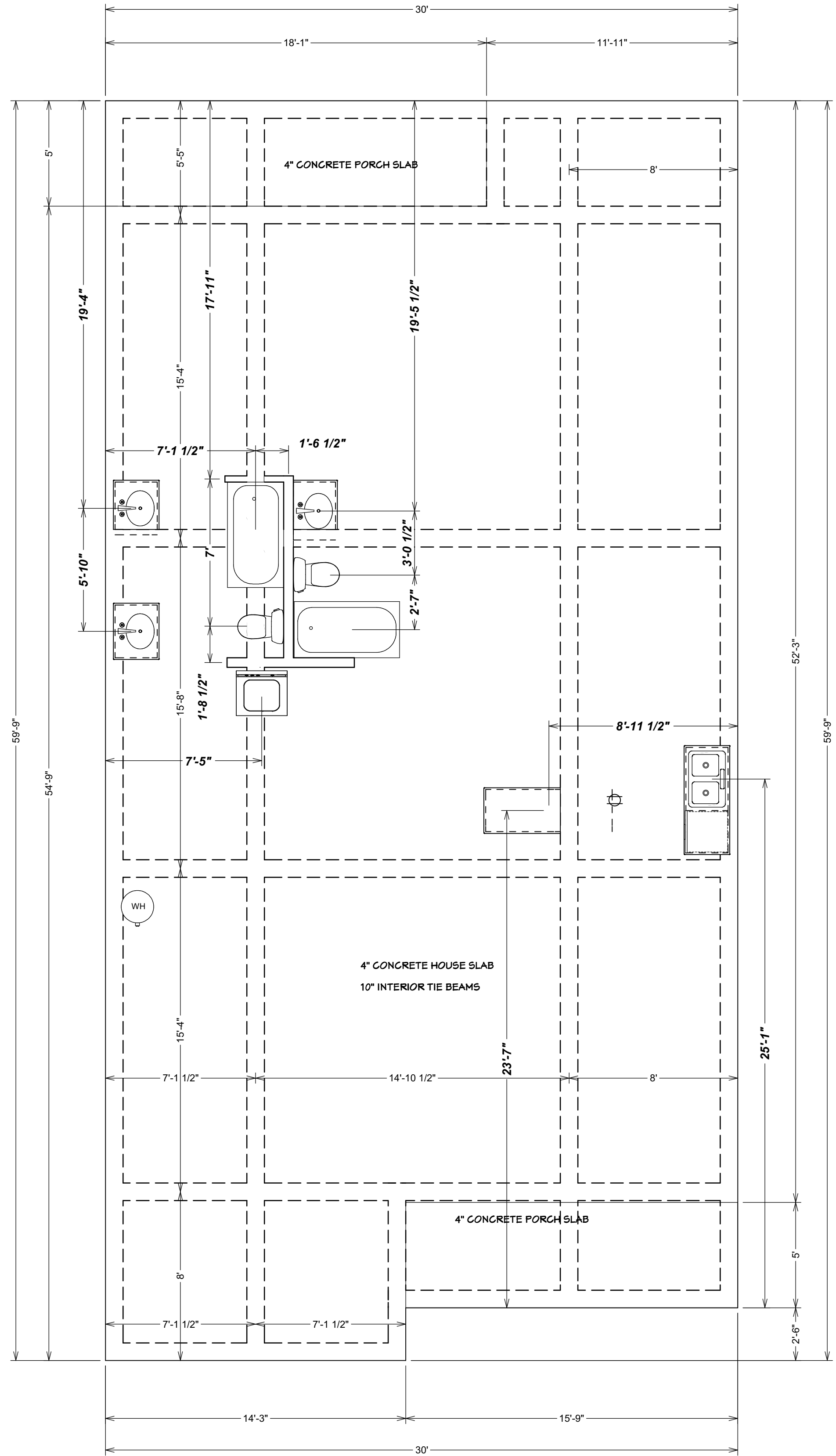
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

THORNTON CUSTOM HOMES			
Date: MAY 2023	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-23-1270	

FLOOR PLAN 1/4 in = 1 ft

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Thornton Custom Homes**

This Economic Development Agreement ("Agreement") is effective as of the 27th day of June, 2024 ("Effective Date"), by and between Thornton Custom Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2718 Westview Dr., in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

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

AGREED:

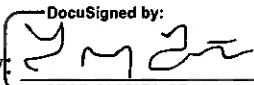
DEVELOPER

Thornton Custom Homes
thorntoncustomhomes@gmail.com

60 Pinehurst

Abilene, TX 79606

325-669-4227

By: 
DocuSigned by:
BECF42A653B847F...

Name: Trey Thornton

Its: Principle

CITY OF ABILENE

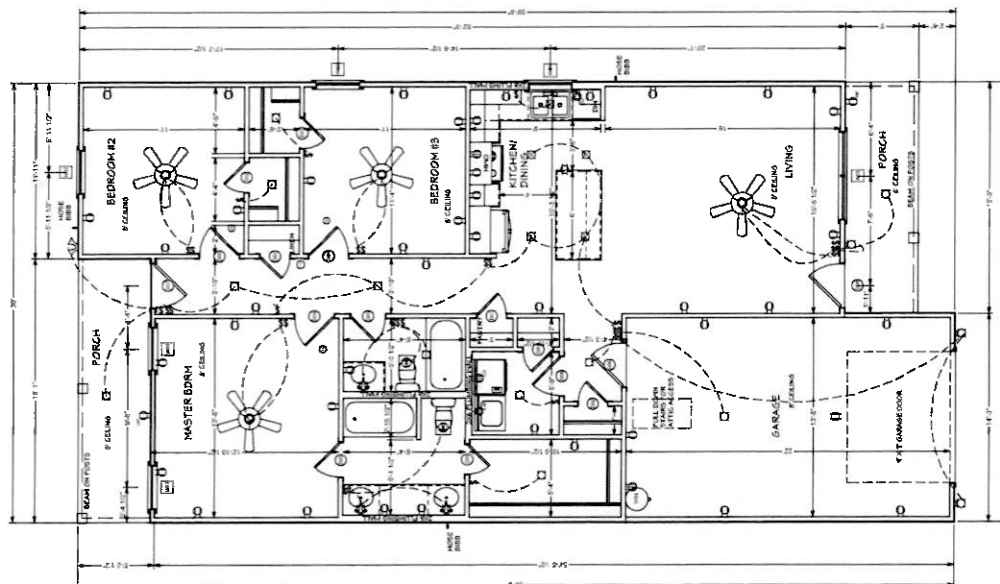
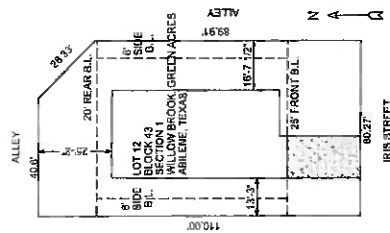
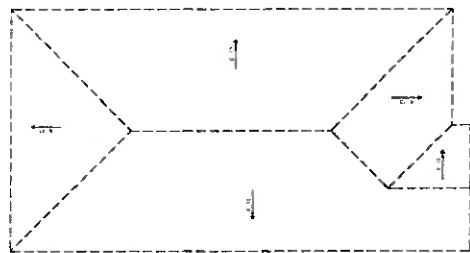
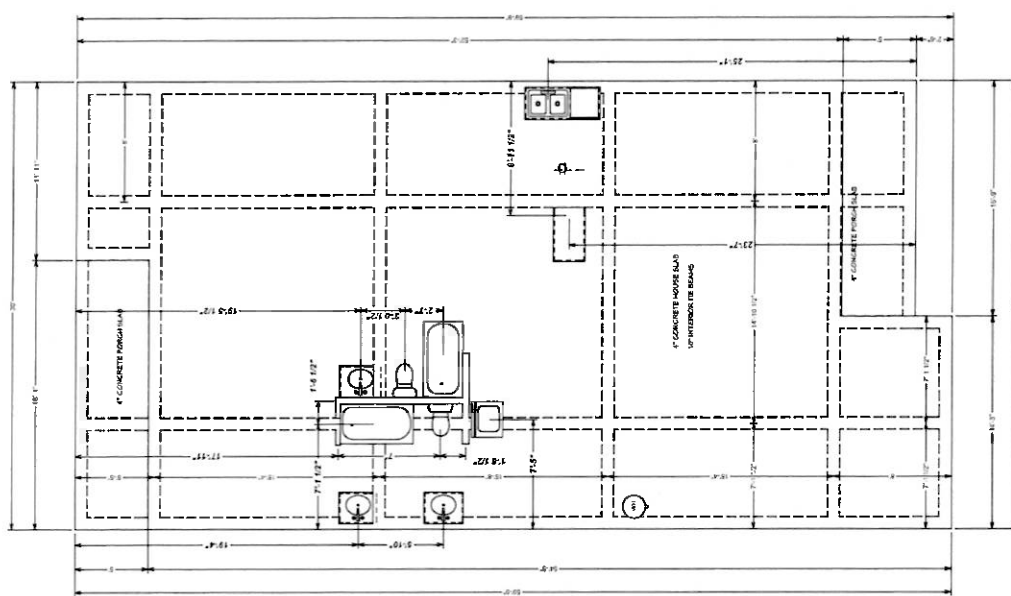
ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney



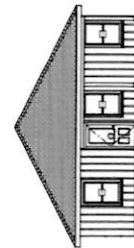
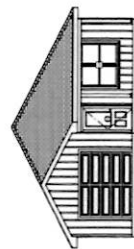
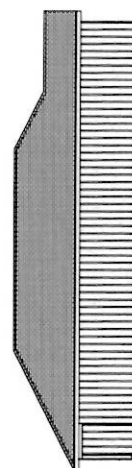
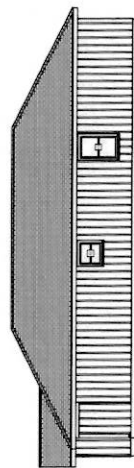
NOTES

1. ALL 8" PLATES.
2. HVAC IN ATTIC.
3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
4. STUD WALLS DIMENSIONED AT 3-1/2".

LIVING 50 FT 1270
PORCHES: 169
GARAGE 314
TOTAL SLAB SQ FT. 1753

DOOR SCHEDULE					
LABEL	TIME	TYPE	REMARKS	COMMENTS	QTY.
001	2:58	IN	FINISHED		2
002	3:00	IN	FINISHED		2
003	3:00	IN	FINISHED		2
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280	3:00	IN	FINISHED		2

WINDOW SHEET		DATE		TIME		BY	
DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
1	11:14	2	11:14	3	11:14	4	11:14
5	11:14	6	11:14	7	11:14	8	11:14
9	11:14	10	11:14	11	11:14	12	11:14
13	11:14	14	11:14	15	11:14	16	11:14
17	11:14	18	11:14	19	11:14	20	11:14
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93	11:14	94	11:14	95	11:14	96	11:14
97	11:14	98	11:14	99	11:14	100	11:14



3218 IRIS STREET

THORNTON CUSTOM HOMES

Date: MAY 2023

Scale 1/4" = 1'

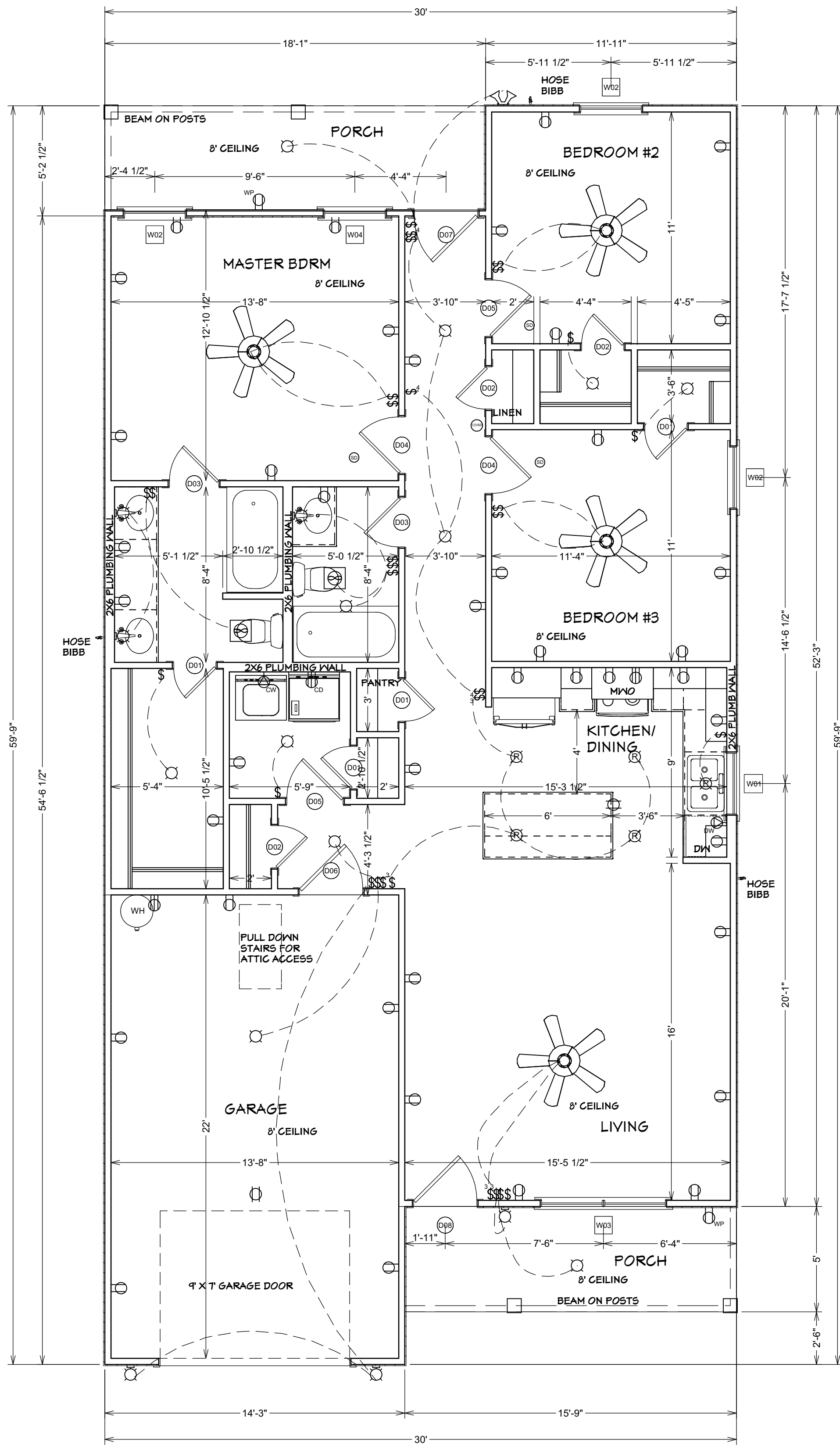
12705g R1

gpr

FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS

[illegible]

FLOOR PLAN 1/4 in = 1 ft

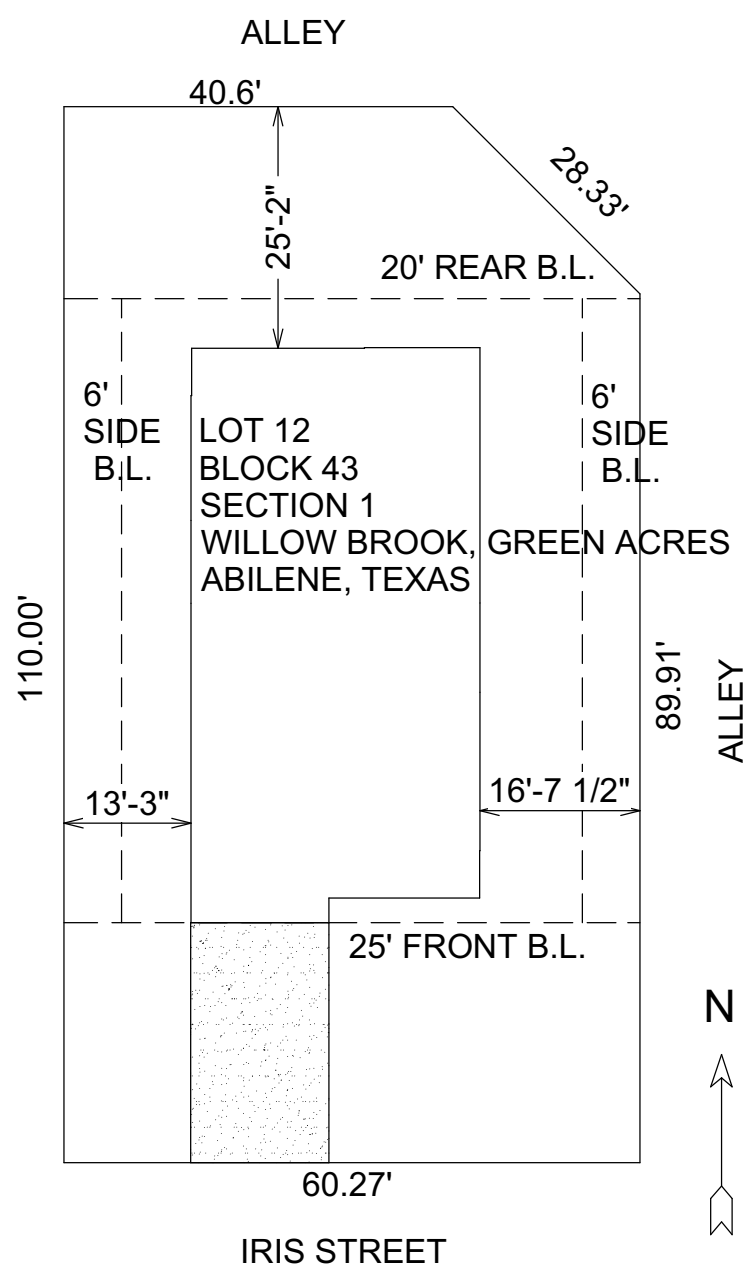


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1

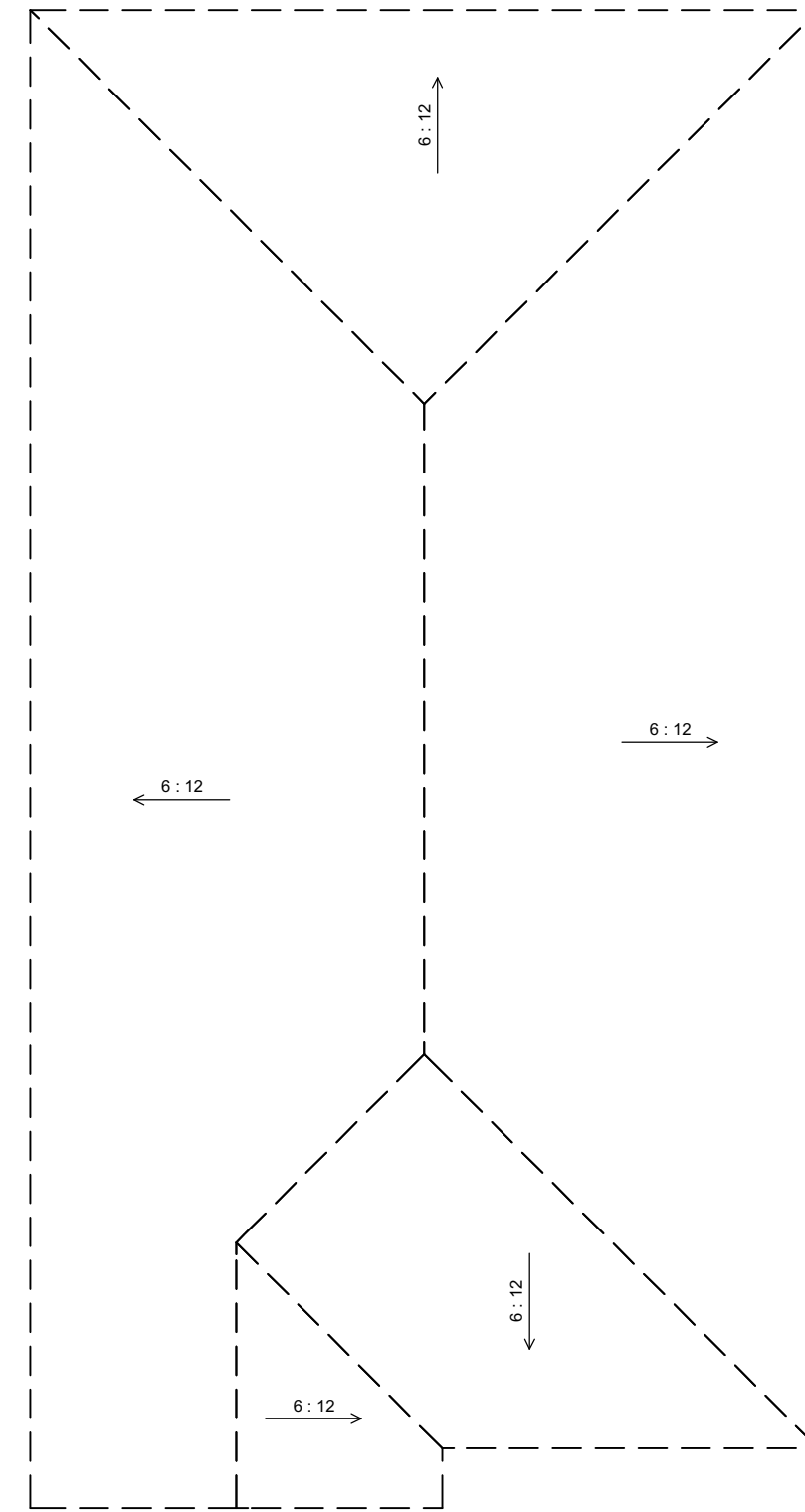
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

- NOTES:
1. ALL 8' PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

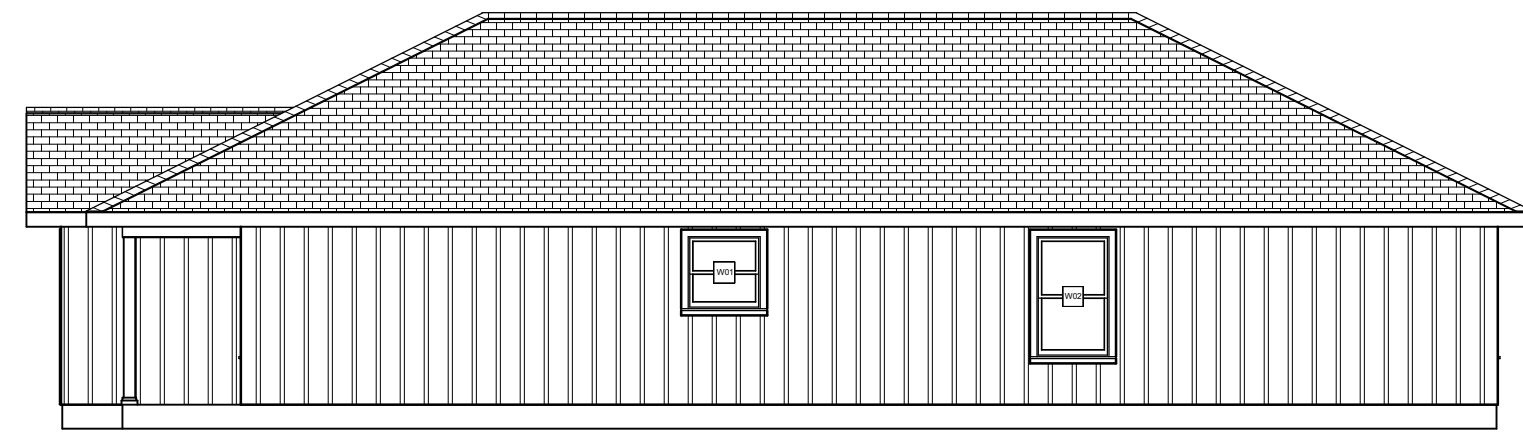
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



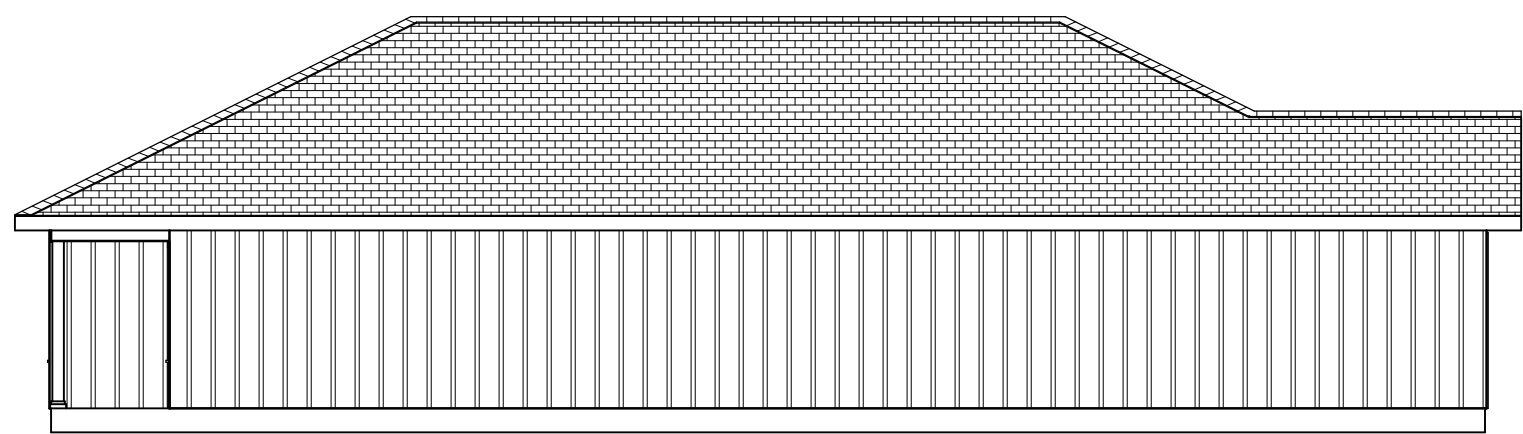
PLOT PLAN 1 in = 20 ft



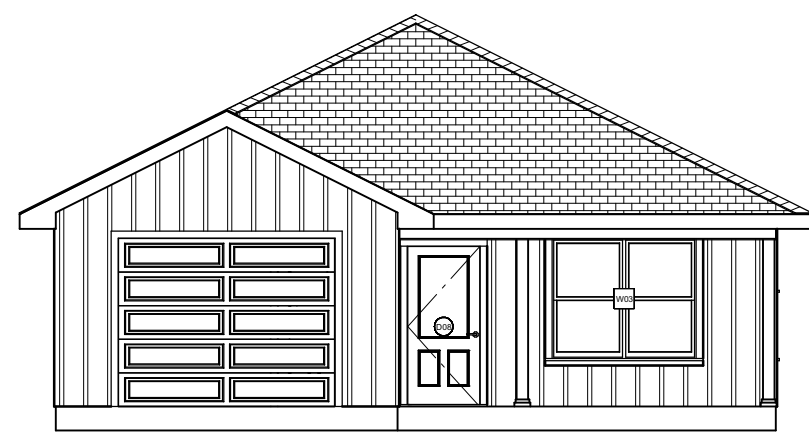
ROOF PLAN 1/8 in = 1 ft



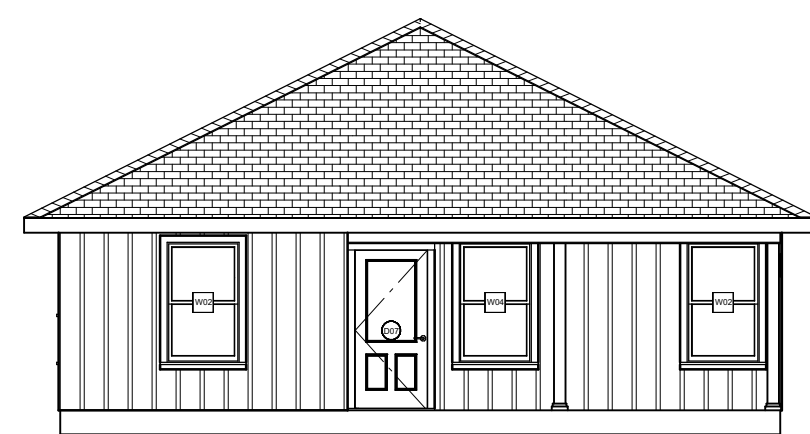
RIGHT ELEVATION



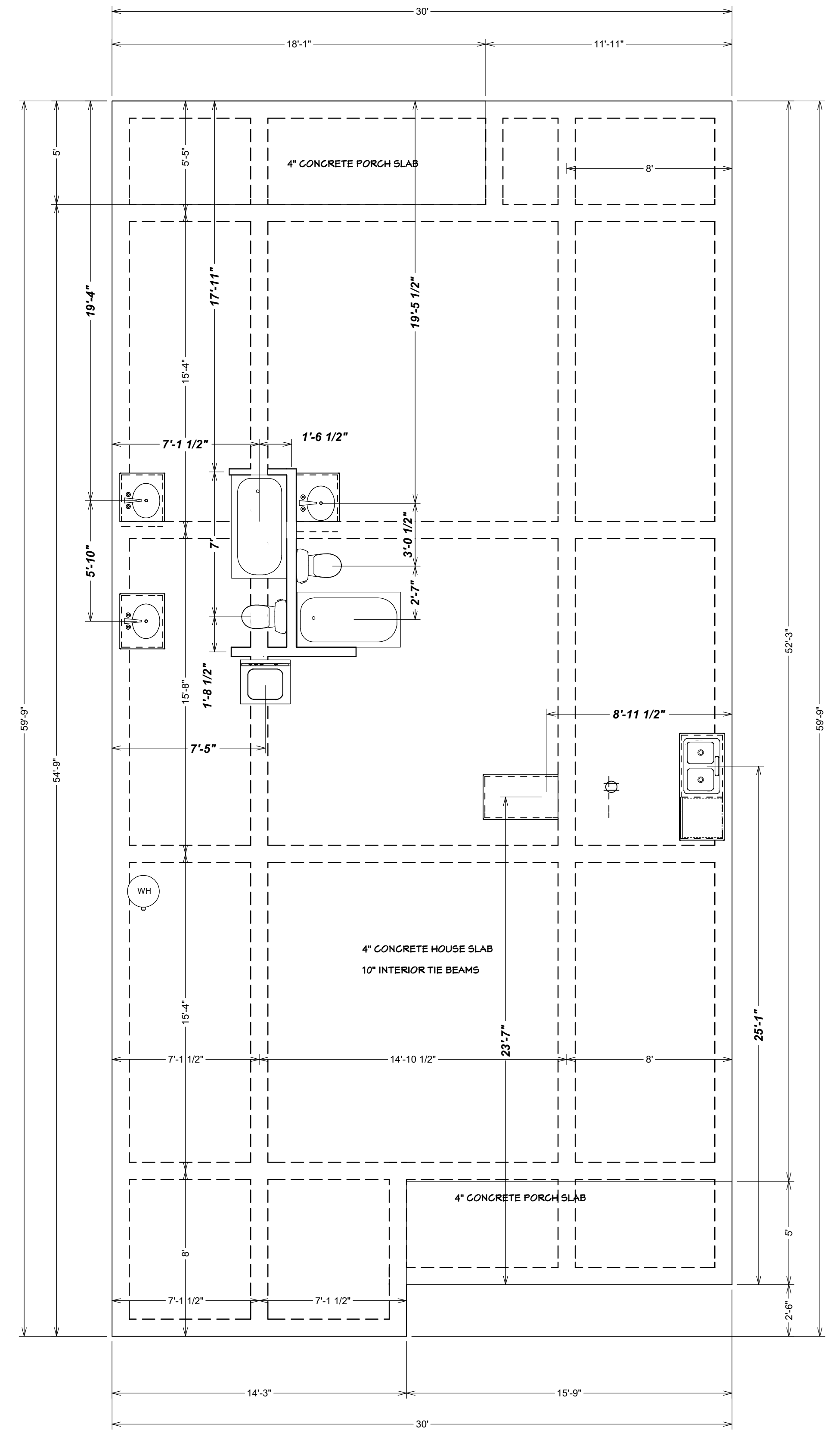
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

THORNTON CUSTOM HOMES			
Date: MAY 2023	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-23-1270	

FLOOR PLAN 1/4 in = 1 ft

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 27 day of June, 2024 ("Effective Date"), by and between Thornton Custom Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2809 S. 11th St., in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

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

AGREED:

DEVELOPER

Thornton Custom Homes
thorntoncushomeshomes@gmail.com

60 Pinehurst

Abilene TX 79606

325-669-4227

By: 

Name: Treg Thornton

Its: Principle

CITY OF ABILENE

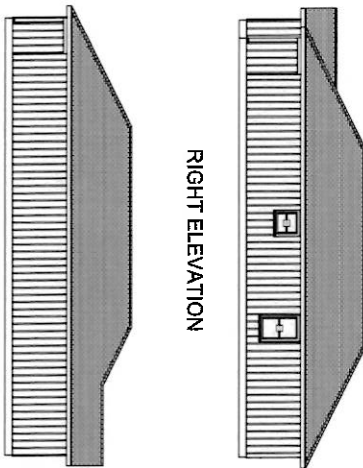
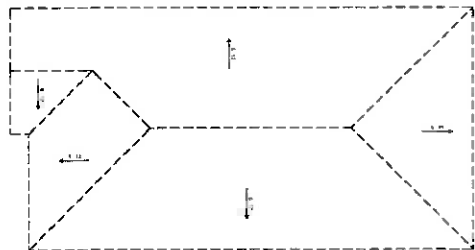
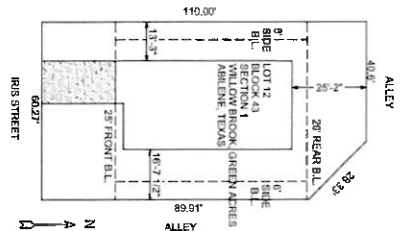
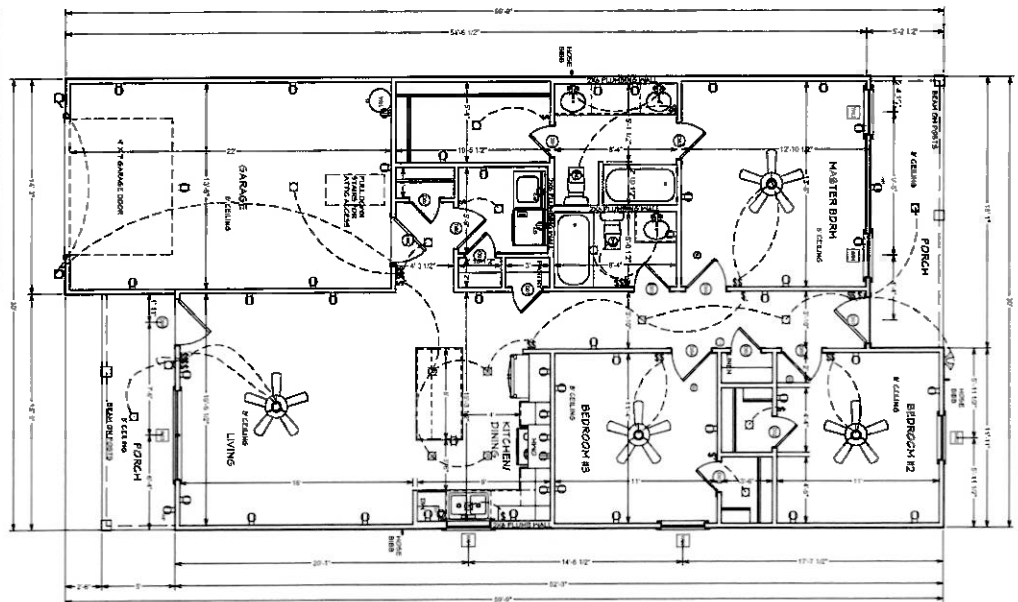
ATTEST:

City Manager

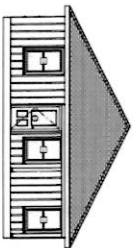
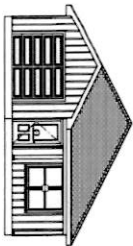
City Secretary

APPROVED AS TO FORM:

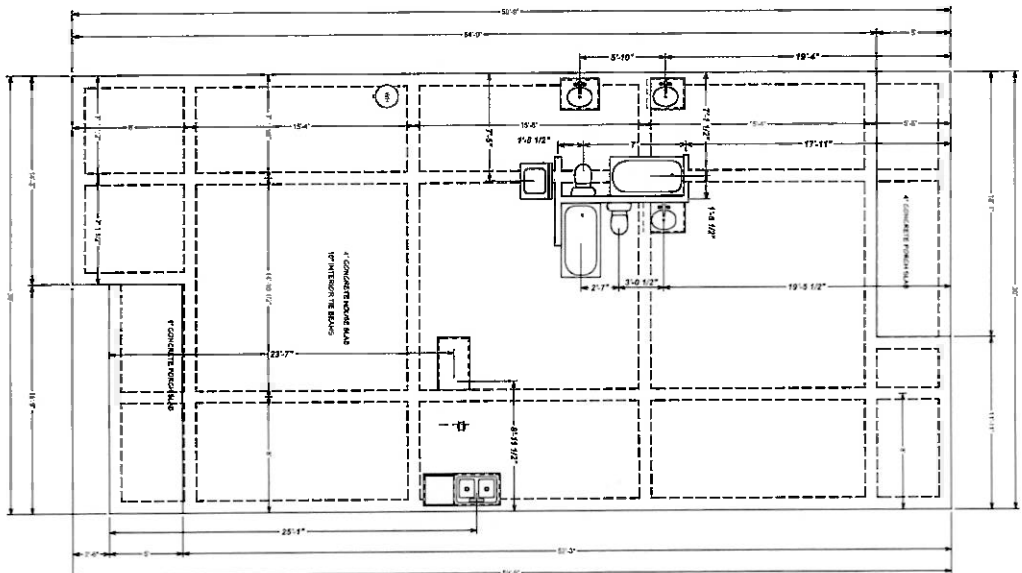
City Attorney



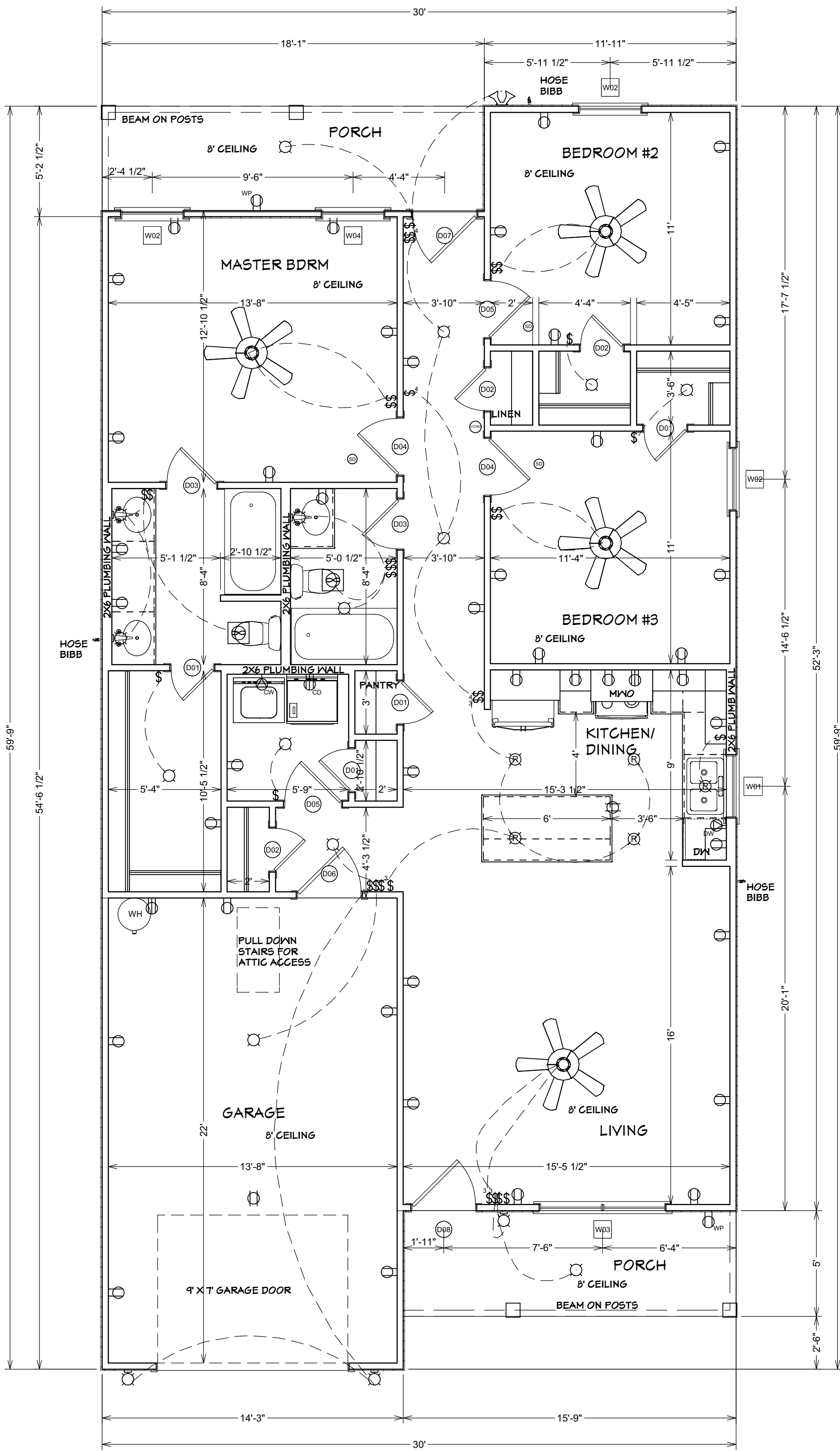
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



THORNTON CUSTOM HOMES		
DATE: MAY 2023	Scale: 1/4" = 1'	1270 sq ft, 49'
FLOOR PLAN, ROOF, FOUNDATION, AND ELEVATIONS		
Page: 8 of 1	Drawing: THORNTON-23-1270	

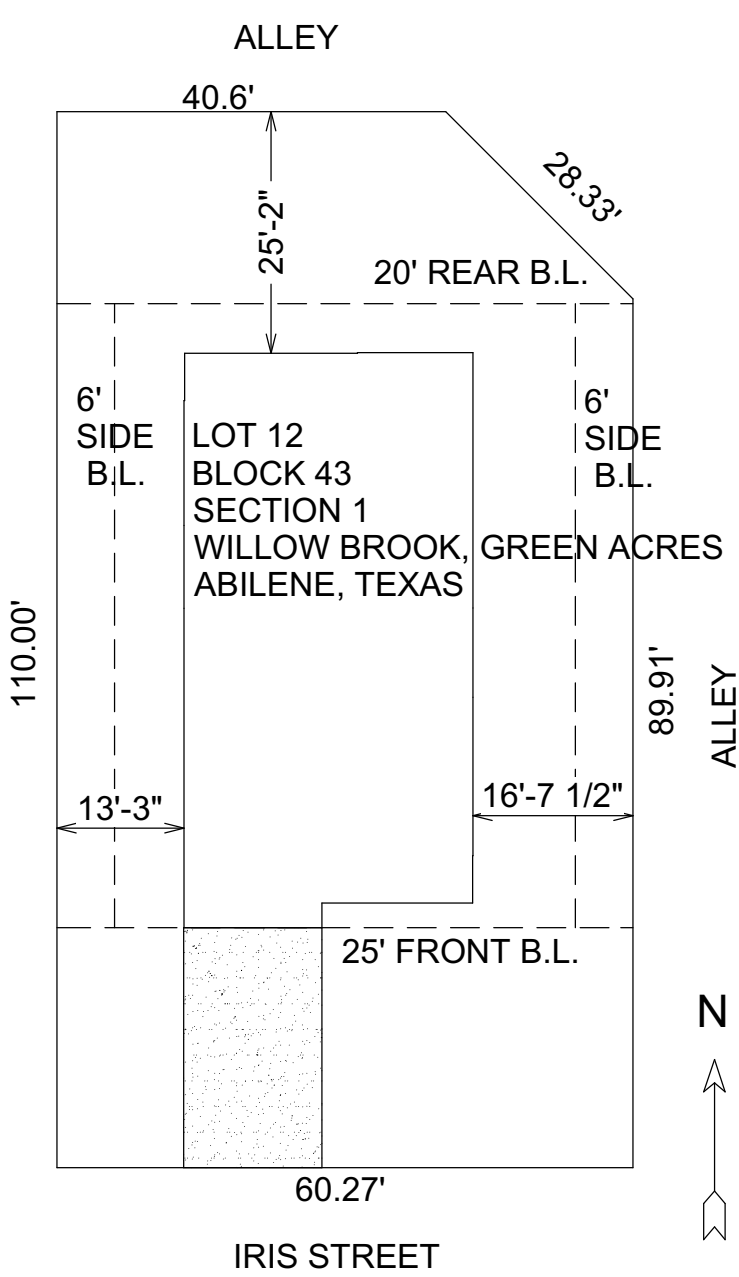


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1

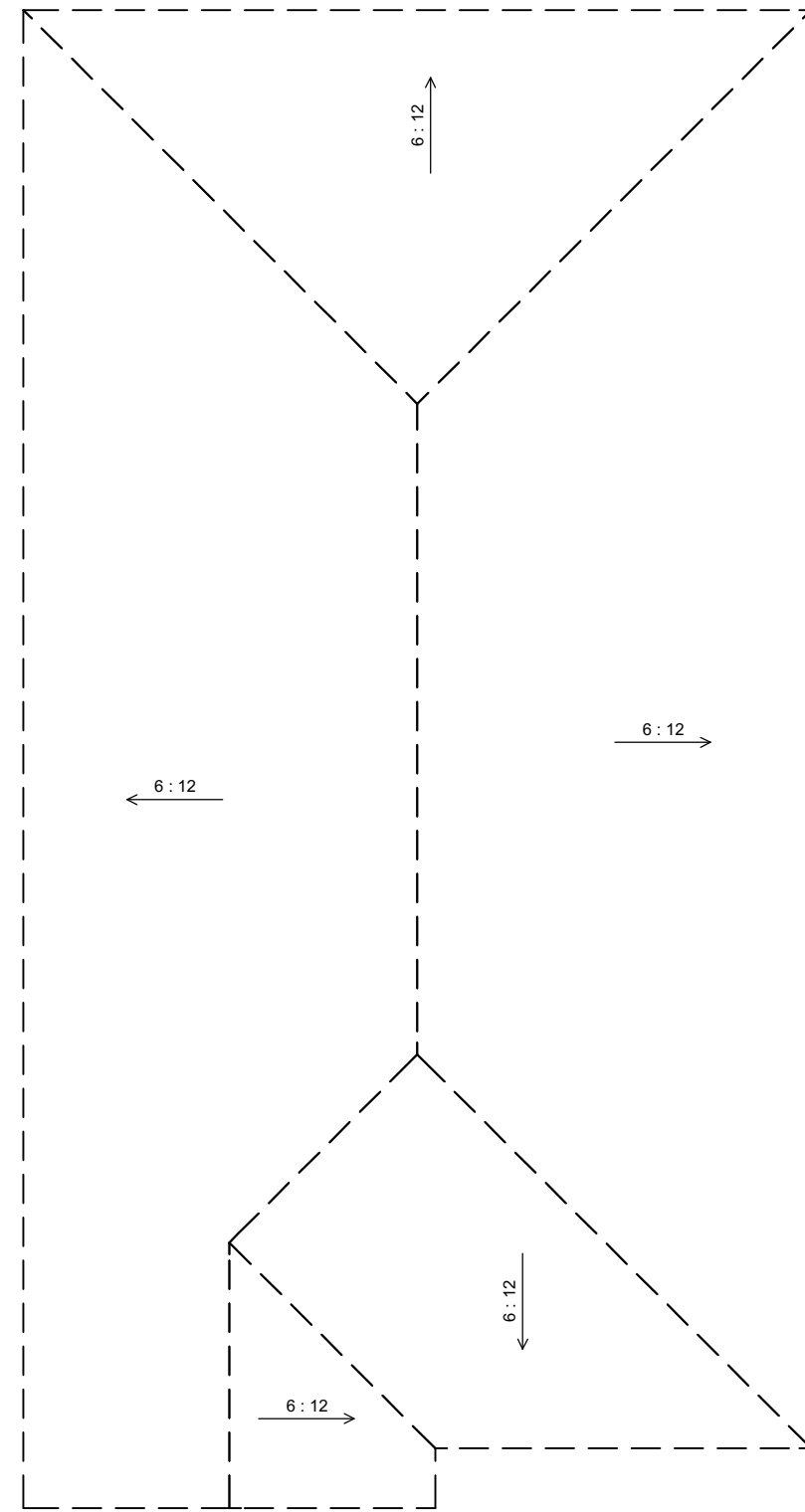
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

- NOTES:
1. ALL 8' PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

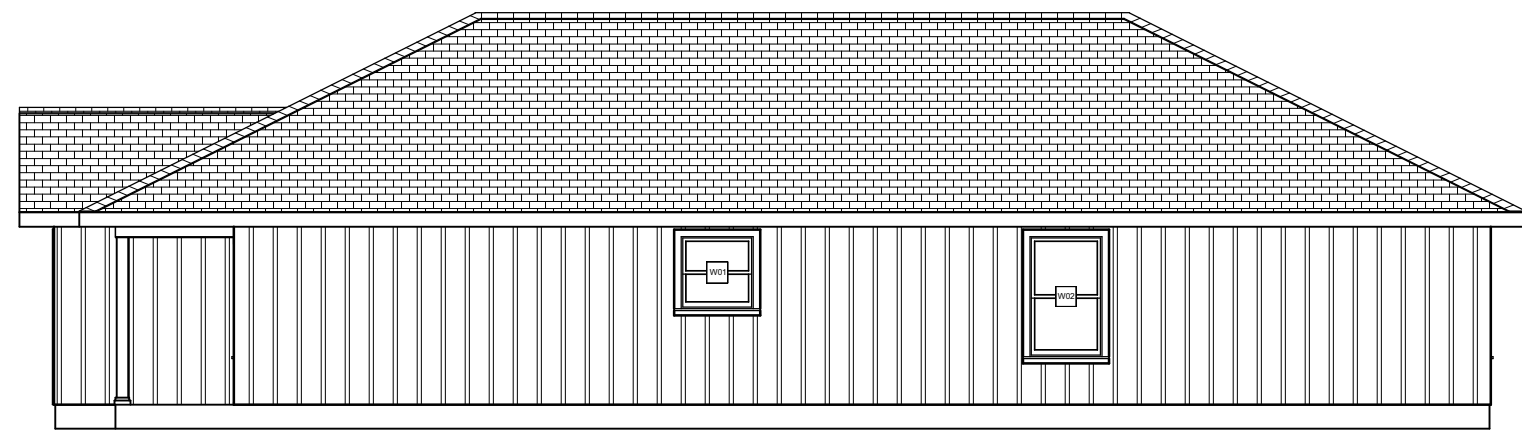
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



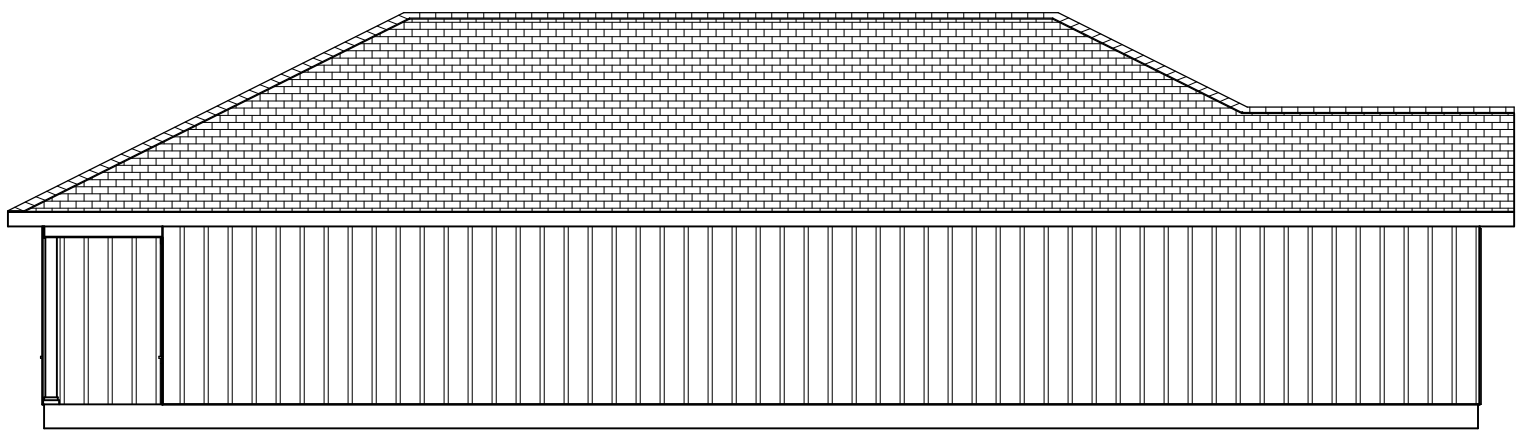
PLOT PLAN 1 in = 20 ft



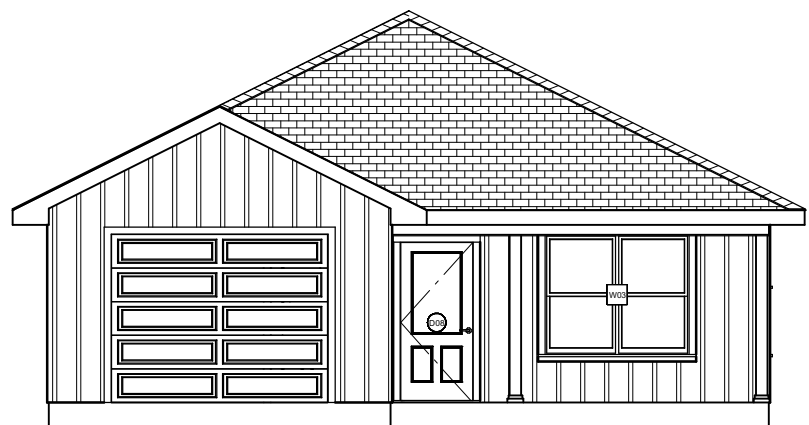
ROOF PLAN 1/8 in = 1 ft



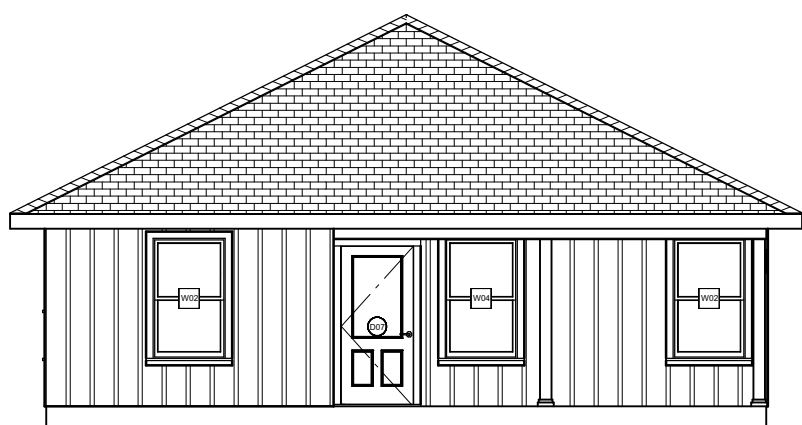
RIGHT ELEVATION



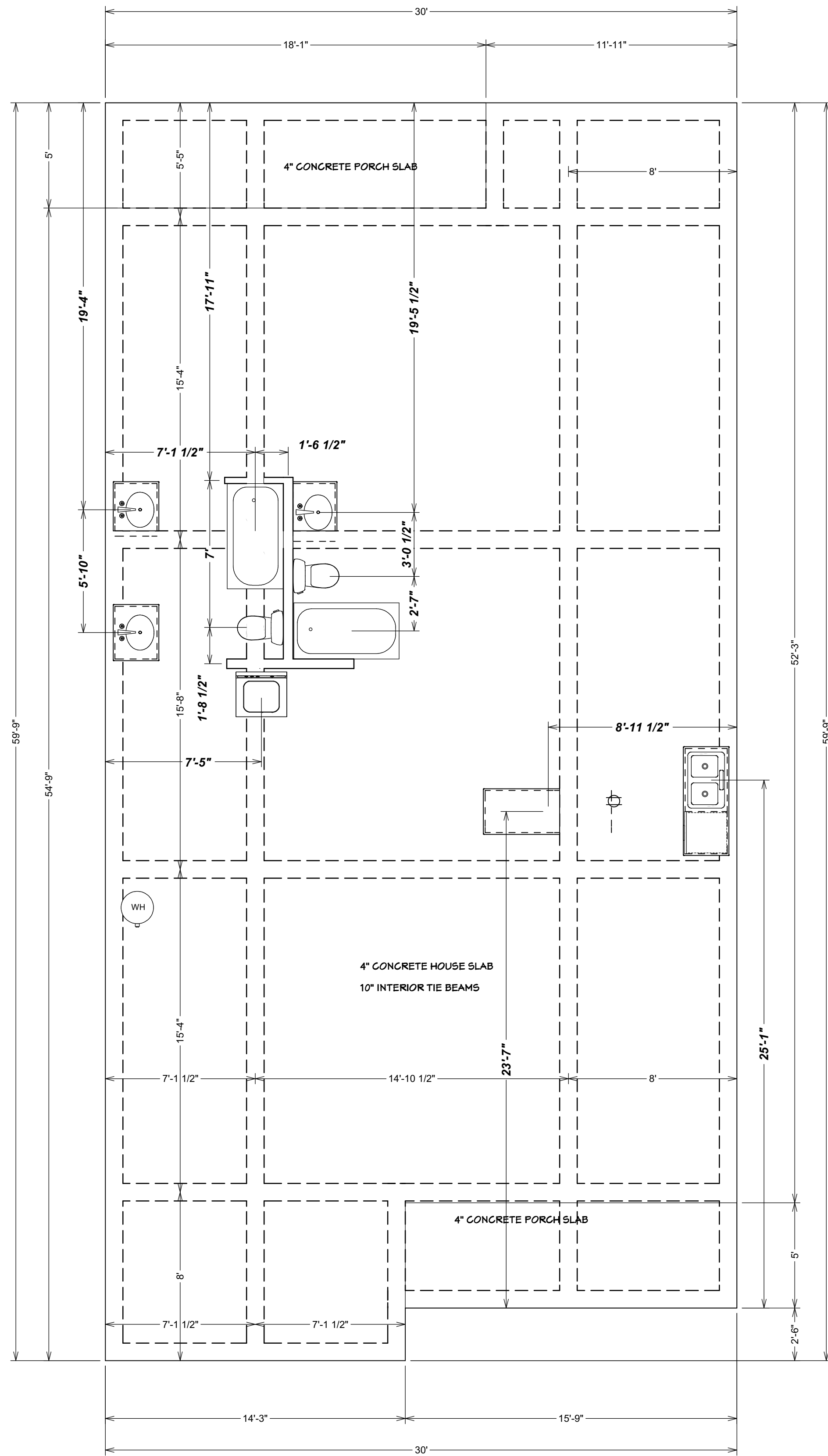
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

THORNTON CUSTOM HOMES			
Date: MAY 2023	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-23-1270	

FLOOR PLAN 1/4 in = 1 ft

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Thornton Custom Homes**

This Economic Development Agreement ("Agreement") is effective as of the 27th day of June, 2024 ("Effective Date"), by and between Thornton Custom Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 3402 Vogel, in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

- c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

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

AGREED:

DEVELOPER

Thornton Custom Homes
thorntoncustomhomes@gmail.com

600 Pinehurst
Abilene TX 79606
325-669-4227

By: 

Name: Trey Thornton

Its: Principle

CITY OF ABILENE

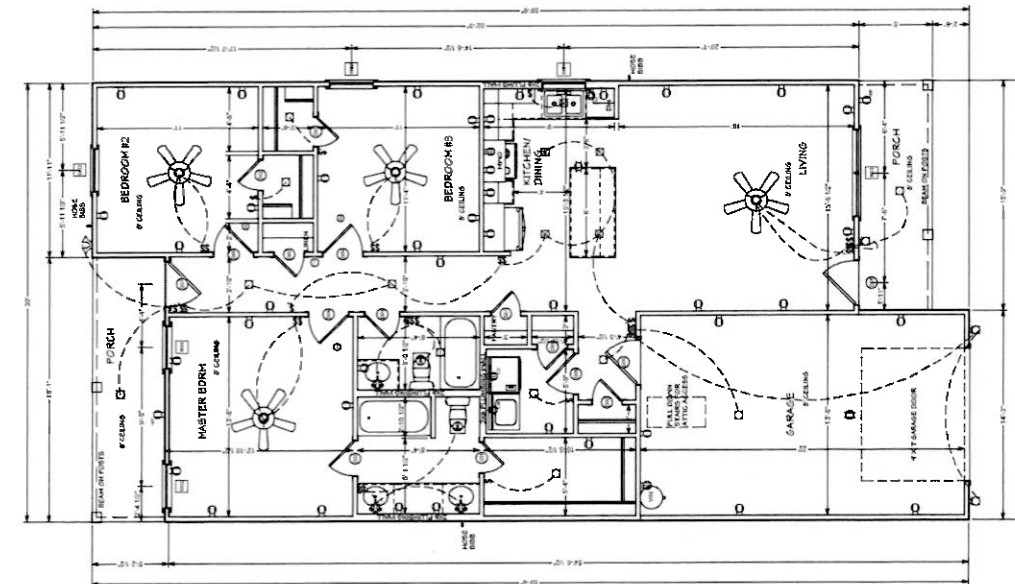
ATTEST:

City Manager

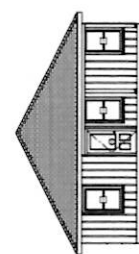
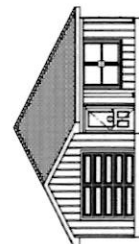
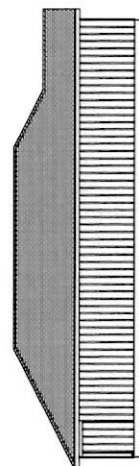
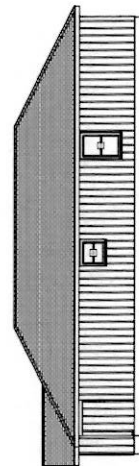
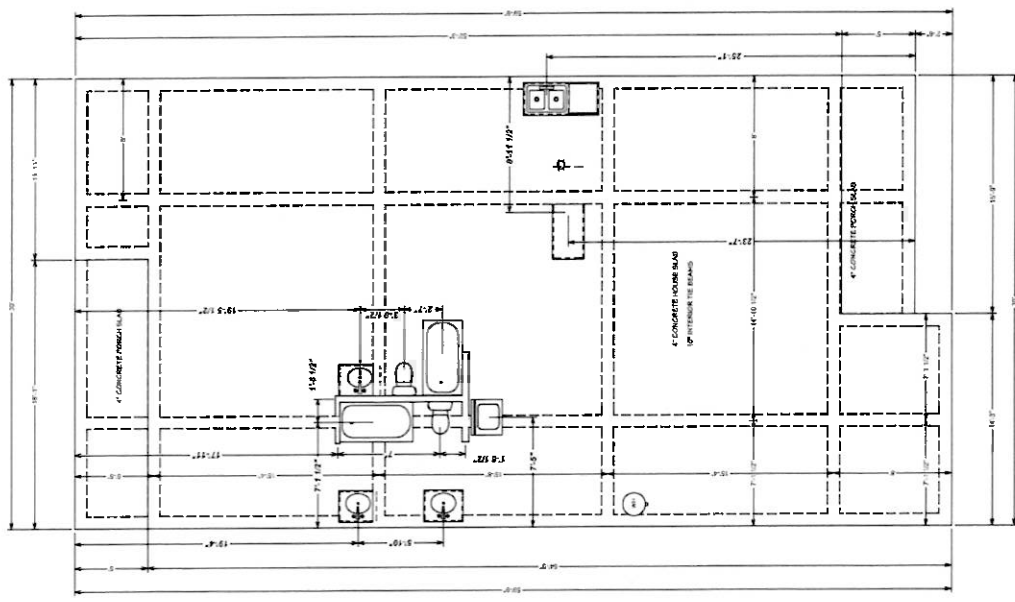
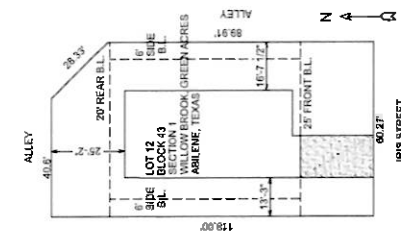
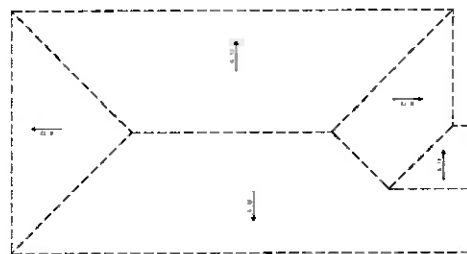
City Secretary

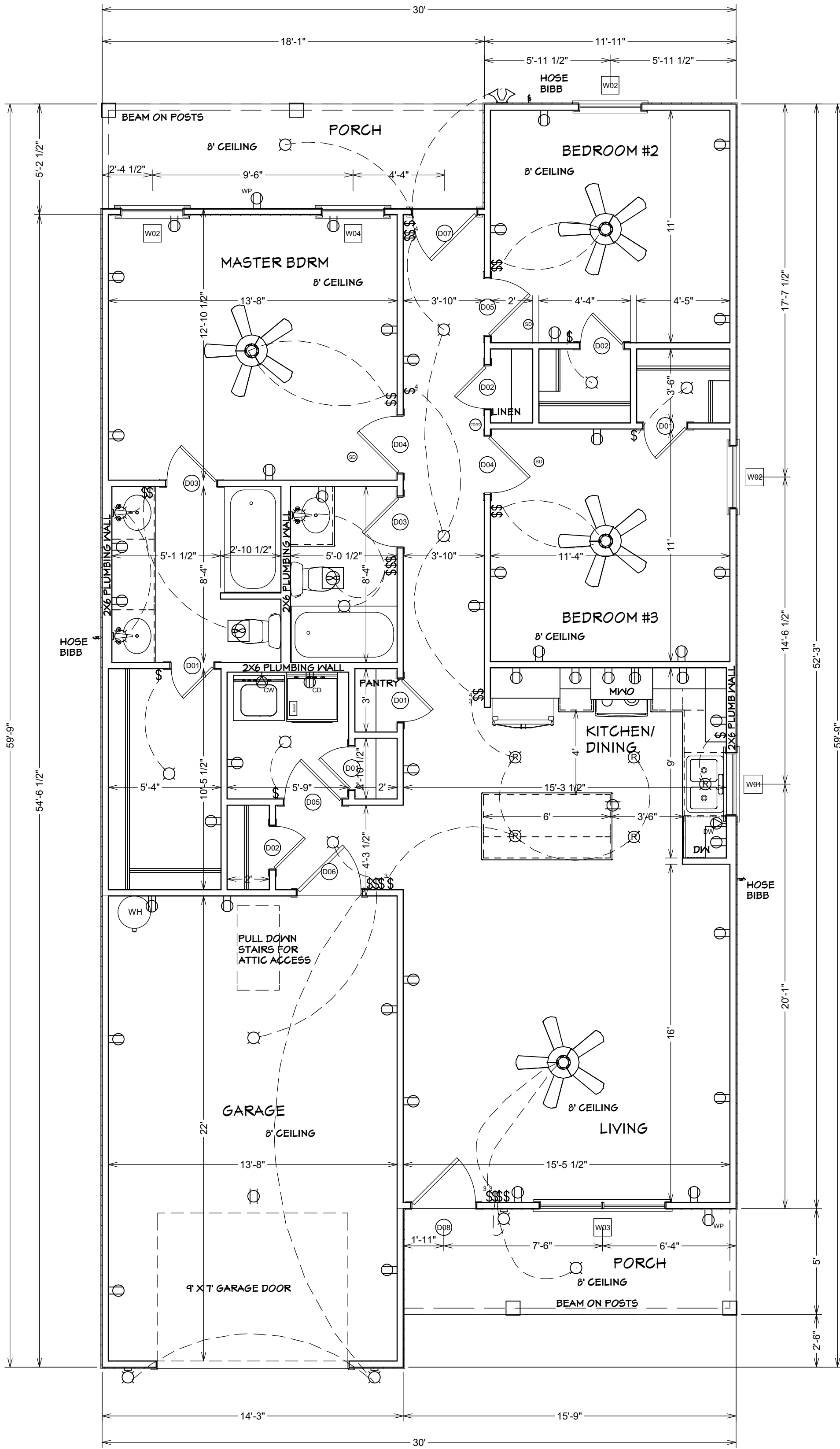
APPROVED AS TO FORM:

City Attorney



NO.	DATE	BY	REVISION
1	05/23/23	TH	FOUNDATION
2	05/23/23	TH	FOUNDATION
3	05/23/23	TH	FOUNDATION
4	05/23/23	TH	FOUNDATION
5	05/23/23	TH	FOUNDATION
6	05/23/23	TH	FOUNDATION
7	05/23/23	TH	FOUNDATION
8	05/23/23	TH	FOUNDATION
9	05/23/23	TH	FOUNDATION
10	05/23/23	TH	FOUNDATION



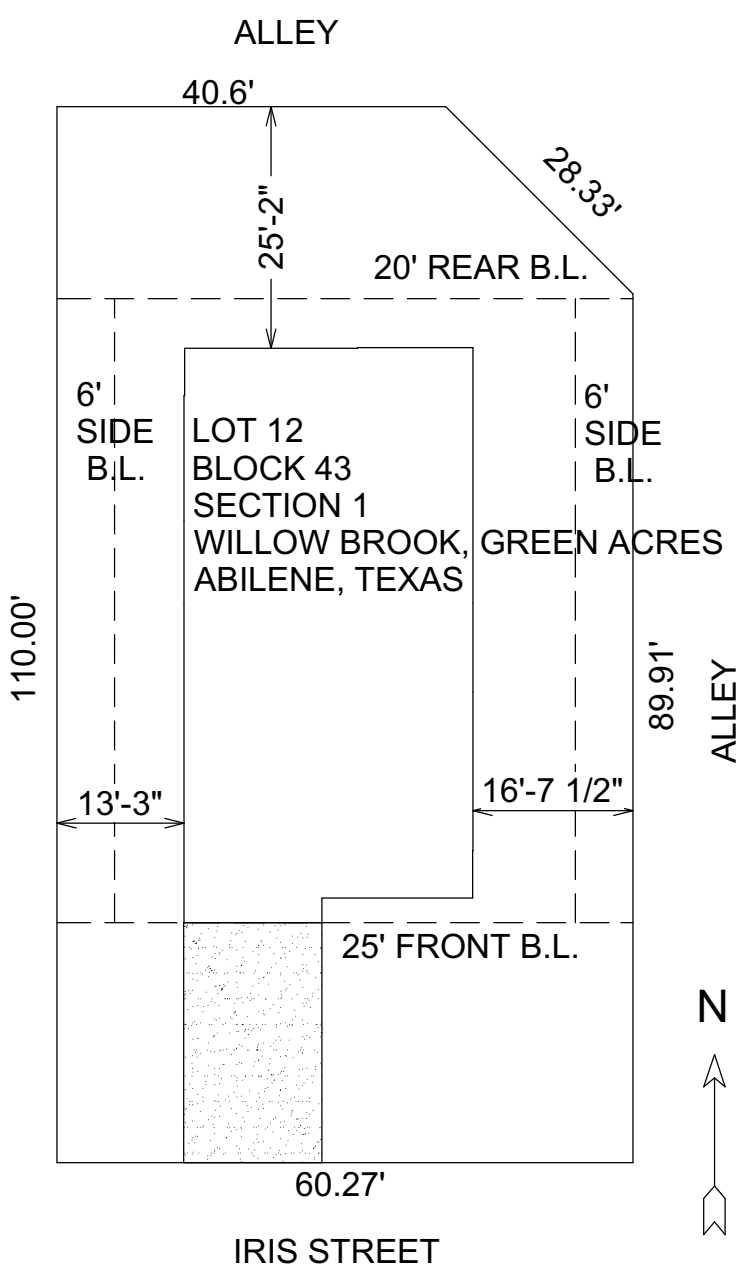


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1

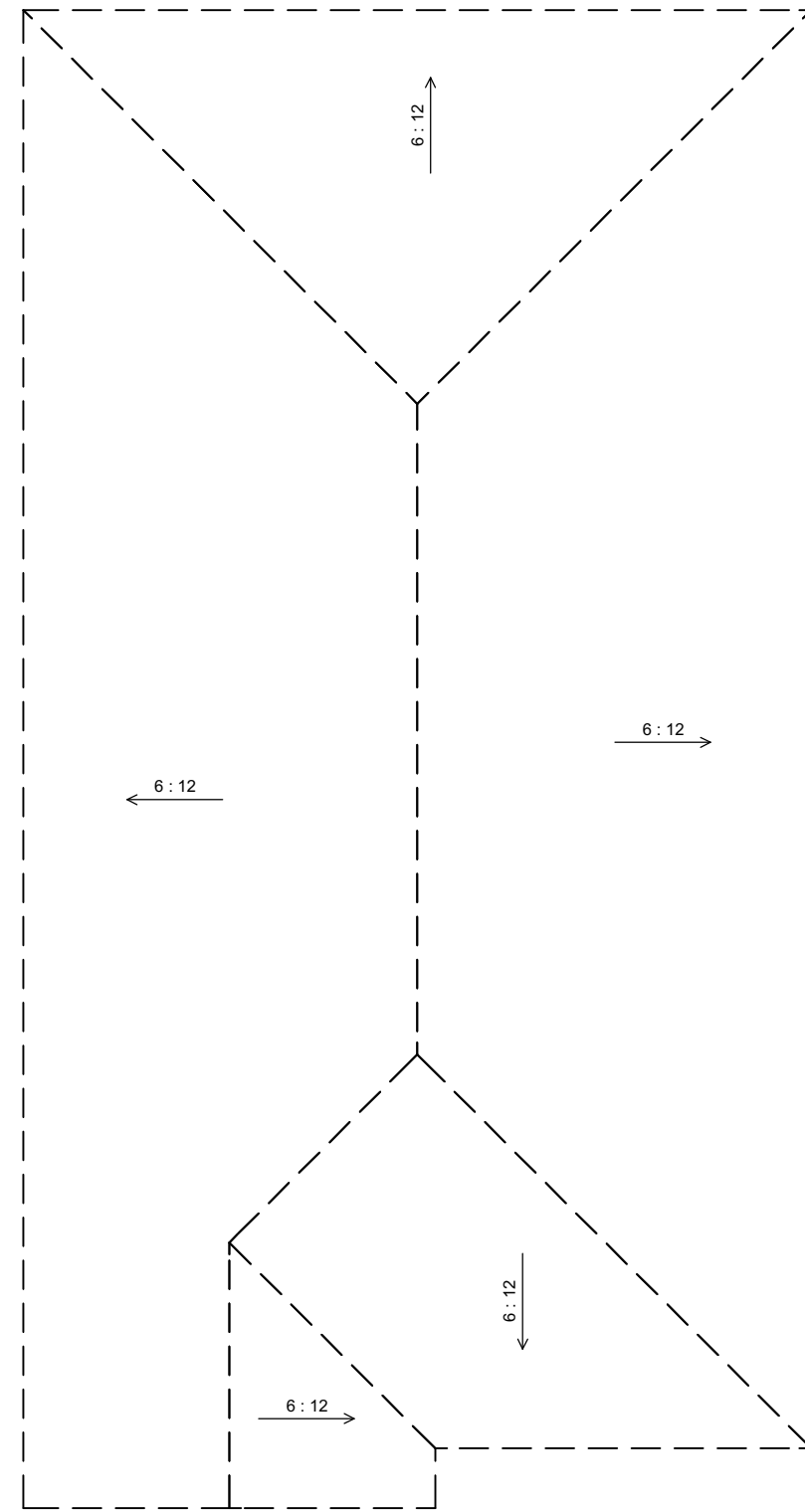
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

- NOTES:
1. ALL 8" PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

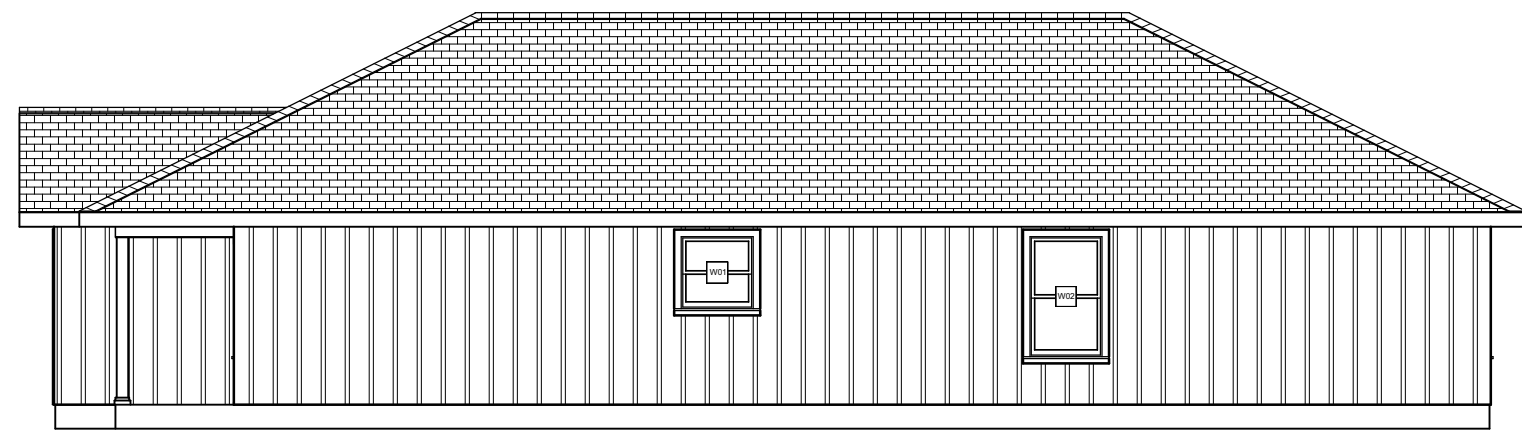
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



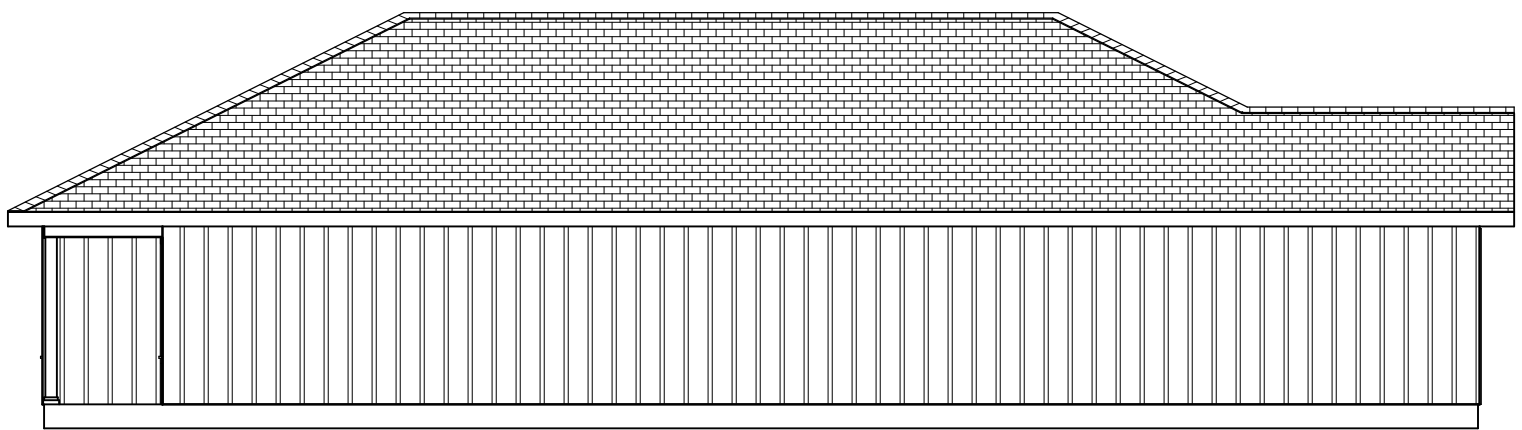
PLOT PLAN 1 in = 20 ft



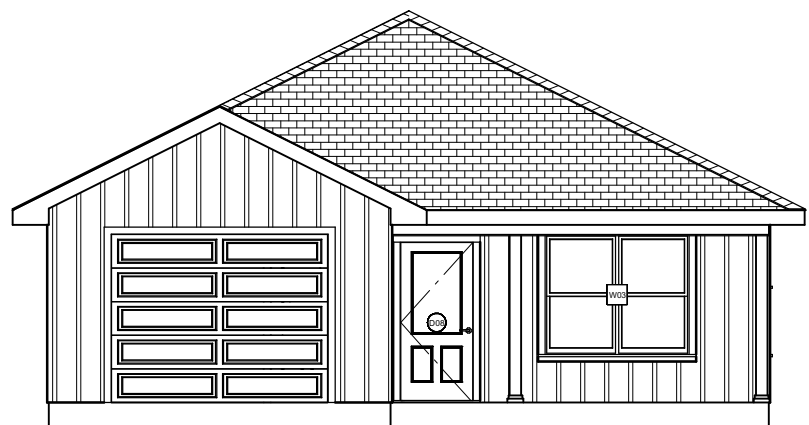
ROOF PLAN 1/8 in = 1 ft



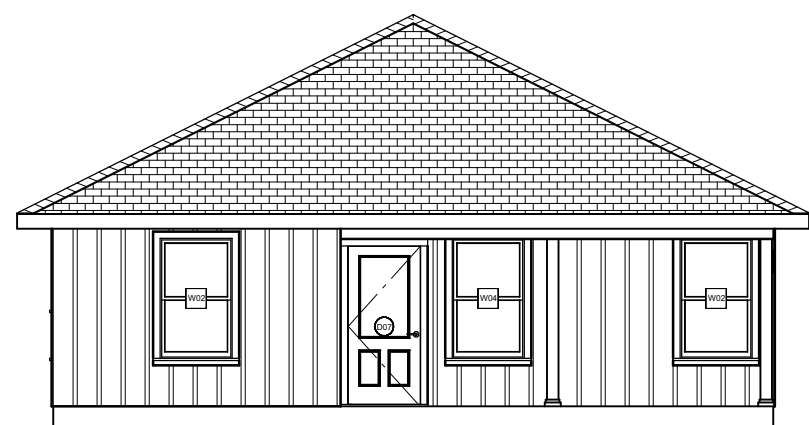
RIGHT ELEVATION



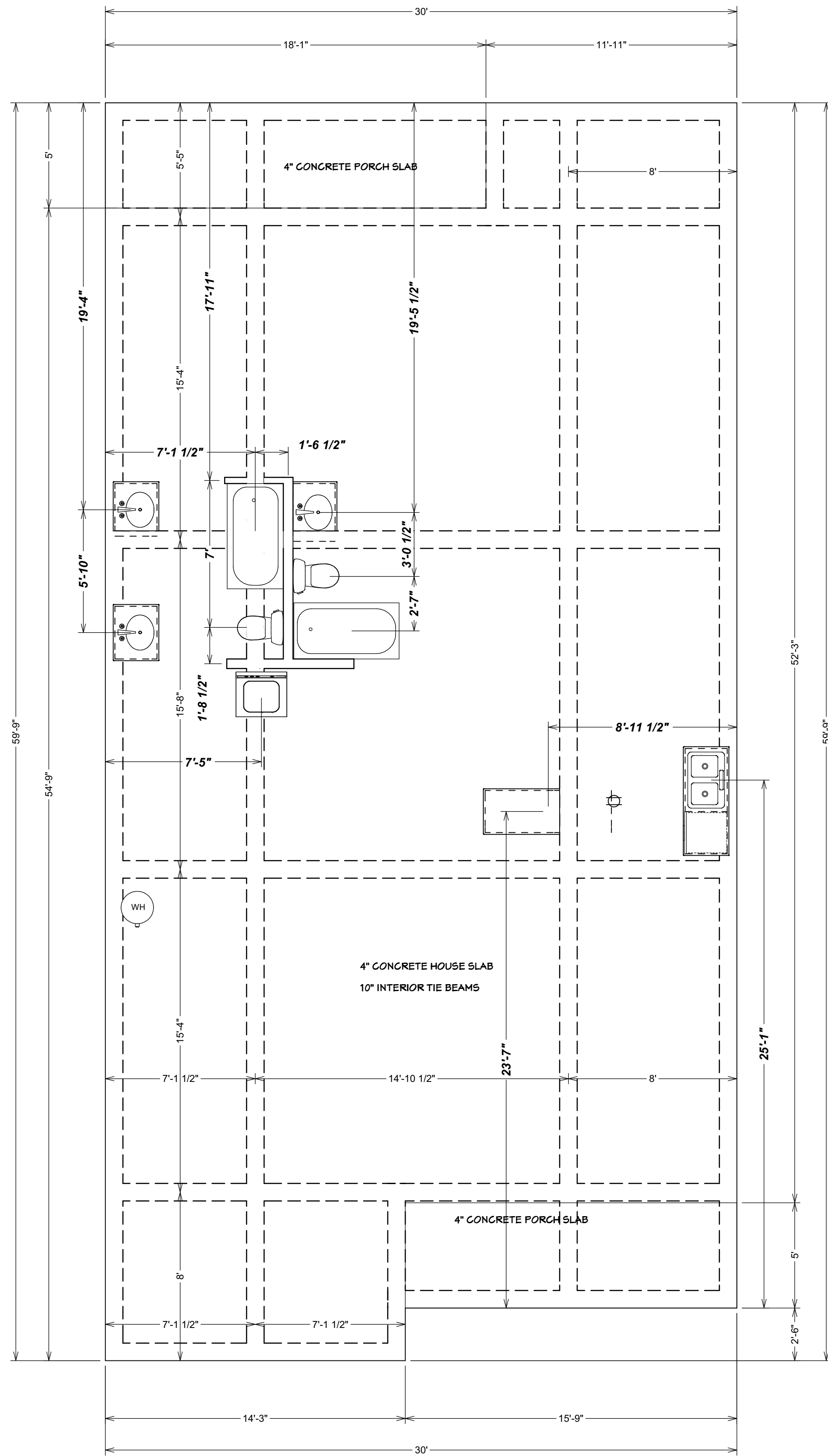
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

THORNTON CUSTOM HOMES			
Date: MAY 2023	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-23-1270	

FLOOR PLAN 1/4 in = 1 ft

City Council Meeting

Economic Development Agreement





- Thornton Custom Homes is proposing to build a newly constructed affordable home located at 2702 N Willis St, 2702 Westview Dr, 2710 Westview Dr, 2718 Westview Dr, 2809 S 11 St, 3402 Vogel St.
- Homes are approximately 1270 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Single-Family Rehabilitation Program Budget with HOME Program Funds for 2102 Vine Street *(Tim Littlejohn)*.

GENERAL INFORMATION

Neighborhood Services (NS) is seeking Council approval of a Resolution in support of a HOME-funded Single-Family Rehabilitation Program project located at 2102 Vine Street. The Single-Family Rehabilitation Program is an eligible program under the HOME program which requires that the home being improved meet local building codes. The Single-Family Rehabilitation Program is discussed in both the FY 2020-2024 Consolidated Plan and the FY 2023/2024 Action Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period.

SPECIAL CONSIDERATIONS

Of particular importance to the health of the City have been programs that address the condition of the housing stock. There is an extensive need for rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. Neighborhood Services has successfully funded housing rehabilitation activities throughout the City of Abilene. The Single-Family Rehabilitation Program provides assistance to owner-occupied, single-family housing to facilitate needed repairs which have not been affected by current or previous owners. HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs.

FUNDING/FISCAL IMPACT

There will be no local budgetary impacts. The project cost of \$64,331 is to be funded using FY 2023/2024 HOME Entitlement of \$493,184.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution approving the Single-Family Rehabilitation Program Project located at 2102 Vine Street with Rick's Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2102 Vine Street Resolution SFR-Recon Project
2. Bid Sheet
3. Agreement
4. Council. PP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROJECT
WITH FY 2023/2024 HOME FUNDS

WHEREAS, As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene receives Community Development Block Grant Funds (CDBG) and HOME Investment Partnership Funds (HOME); and

WHEREAS, the primary objective of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing for very low income and low income individuals. Consistent with that primary objective, the Federal assistance provided in the Community Development Program is for the support of the community development goals, objectives, and strategies which are eligible under applicable regulations; and

WHEREAS, of particular importance to the health of the City, have been programs that address the condition of the housing stock; and

WHEREAS, there is an extensive need for Rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. City has successfully funded housing Rehabilitation activities targeting lower income and elderly households unable to properly maintain their homes. The Single-Family Rehabilitation/Reconstruction Program provides assistance to owner-occupied, single-family households to facilitate needed repairs which have not been affected by current or previous owners. Homes that meet the eligibility factors for a Rehabilitation Project have been declared substandard by both HUD and the City of Abilene Building Standards. HOME funds continue to be used to help meet the demand for decent, safe, affordable housing, homelessness, and other special needs; and

WHEREAS, the City received bids on June 13, 2024 for the Single-Family Rehabilitation/Reconstruction Project located at 2102 Vine Street with the lowest bid being received from Rick's Construction in the amount of \$64,331.

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

Part 1. That the FY 2023/2024 Single-Family Rehabilitation/Reconstruction Program project at 2102 Vine Street funded by the HOME Program in the amount of \$64,331 is hereby approved.

Part 2. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above, is required to enable the City of Abilene to carry on appropriate community development activities, directed toward meeting the stated objectives of the program.

Part 3. That the City Manager, or his designee, of the City of Abilene, Texas is hereby authorized to sign said application and any and all appurtenant documents on behalf of the City.

Part 4. That this resolution shall take effect immediately from and after its passage.

ADOPTED this June 27th, day of 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS									
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PAGE
1 OF 1

DEPARTMENT: NEIGHBORHOOD SERVICES
BID NO.: CB-2453
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JUNE 13, 2024

RICKS CONSTRUCTION

MACKIE CONSTRUCTION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROGRAM				64,331.00		93,350.00								
BASE BID					64,331.00		93,350.00								
DISCOUNT															
TOTAL BID					64,331.00		93,350.00								

*NOTES: INDICATES RECOMMENDED AWARD

HOME PROGRAM AGREEMENT BETWEEN CITY OF ABILENE, APPLICANT FOR SINGLE FAMILY REHABILITATION PROGRAM AND CONTRACTOR

This Agreement is between the City of Abilene ("City"), and applicant for the single family rehabilitation program, ANNIE JACKSON (hereinafter "Homeowner" whether one or more persons), and RICK MARTINEZ DBA RICK'S CONSTRUCTION, ("Contractor"). This Agreement applies only to the dwelling unit located at 2102 VINE ST. ABILENE, TX 79602-5721 "Property").

I. Purpose

The HOMEOWNER desires to make certain home improvements or home repairs of a real property located at 2102 VINE ST., ABILENE, TX, per Plans and Specifications, and General Specifications. The work to be done includes, general rehabilitation and/or, if applicable, lead abatement. Contractor has agreed to perform the improvements or repairs per specifications.

II. Term

In consideration of the assistance described herein. Homeowner agrees to comply with each of the responsibilities detailed below. The duration of this Agreement is fifteen (15) years from the date of completion of rehabilitation work and runs concurrently with the affordability period and deed of trust.

III. The Contract Documents

The Contract Documents consist of this Agreement, Contractor's Bid and Proposal, Conditions of Bid, Specifications, Schedules, and all Addenda issued prior to execution of this Agreement, and all authorized modifications issued following such execution. These documents constitute the Agreement between Homeowner, Contractor, and the City, and said documents are hereby incorporated by reference and are fully a part of the Contract as if attached to this Agreement or repeated herein.

IV. References to Parties

Contractor and Contractor's employees are not the agents, servants, or employees of the City. All rights conferred upon the respective parties and all agreements herein undertaken to be performed by them respectively shall inure to

the benefit of and be binding upon said parties and their heirs, executors, administrators, grantees, successors, and assigns.

V. Use of HOME Program Funding

- A. The HOME Program funding provided by the City is in the amount of \$64,331.00 as a partially deferred payment loan and an amortized payment loan, as reflected in Attachment A, Lien Release Schedule.
- B. At the time Homeowner is approved for HOME Program assistance, Homeowner shall have an ownership interest in and occupy the Property to be rehabilitated as Homeowner's principal residence. Homeowner agrees to continue to occupy the Property as his/her principal residence for fifteen (15) years from the date of this agreement, the period of affordability.
- C. The balance due on the forgiven deferred loan will decrease 1/180 monthly for a fifteen (15) year period beginning June 28, 2024 and ending June 28, 2039. This is the period of affordability.
- D. Homeowner shall qualify as a low-income household with a gross household income that does not exceed 80% of the area median income as established by the U.S. Department of Housing and Urban Development for the Abilene area, adjusted for household size, and as updated annually.
- E. The HOME Program assistance provided by the City shall be secured by a promissory note and recorded subordinate deed of trust (no lower than second position).
- F. If, during the affordability period, the Homeowner sells or transfers title to the Property, rents or leases the Property, refinances the Property with cash-out, or if Homeowner no longer lives in the Property as his/her principal residence, all or part of the deferred payment loan will be due in an amount that shall be reduced pro-rata based upon the time (in full months) that the Homeowner has utilized the Property as his/her principal residence. However, in the event Homeowner sells the Property, if the net proceeds from the sale are less than the amount of HOME assistance due, the amount due shall be reduced in accordance with 24 CFR 92.254(a)(5)(ii)(A)(2). The amortized rehabilitation loan shall be due in full.

- G. An exception to the loans becoming due as stated in paragraph F., above, may be made in the event the person having interest in the property is able to qualify under the requirements of the HOME Program and enters into an agreement with the City.
- H. Housing rehabilitation work will provide general rehabilitation necessary to bring the Property into compliance with the City of Abilene's applicable building codes; the City's housing rehabilitation program standards; and applicable lead-based paint regulations (24 CFR 92.251 & 92.355). Rehabilitation work to be completed will be completed in accordance with the written work specification for the Property and fully executed and approved change orders. All codes, standards, and regulations noted are incorporated by reference.
- I. 24 CFR 92.254 maximum after-rehab value of Property must not exceed the effective FHA Mortgage Limits for a single unit structure in Abilene metropolitan area.
- J. The maximum rehab for the single-family house located at , Abilene, TX is classified as modest housing and according to 24 CFR 92.250 HOME assistance in the amount of \$64,331.00 does not exceed the Existing HOME Value Limits for the Abilene metropolitan area of \$209,000.00.

Estimated Start Date: July 27, 2024

Estimated Completion Date: November 27, 2024

VI. Duties of Homeowner

- A. Neither Homeowner nor any household member of Homeowner may engage in drug-related criminal activity, violent criminal activity, or felonious criminal activity. Any violation of this program obligation is grounds for default of this Agreement and will result in the repayment of the entire loan.
- B. Homeowner has a right of rescission period that is described in the Notice of Right of Rescission, which is attached and incorporated for all purposes as part of this agreement.

- C. Homeowner shall vacate the property of all belongings and personal effects as soon as possible, but before the expiration of 30-days from the date of execution of this agreement.
- D. The duties of the Homeowner shall include, but are not limited to: review Specifications and execute this Agreement with Contractor, and associated documents; and accommodate schedules of Contractor and City to facilitate timely completion of rehabilitation work, inspections and contractor reimbursement.
- E. Homeowner agrees to cooperate with the Contractor in making available utility services such as electricity, water, and gas, as may be reasonably necessary for the performance of the work as specified in the Contract Documents.
- F. Homeowner must provide proof of Homeowner's Insurance Replacement Coverage and Flood Insurance Coverage (when applicable) for a period not less than fifteen (15) years from work completion date with amounts sufficient to cover all the debt secured by property and amount spent on the project.
- G. Upon the completion of the project, if contractor repairs are necessary, Homeowner is responsible for contacting Contractor in accordance with the following procedures:
 - 1. Homeowner must contact Contractor in writing, by certified mail return receipt requested, listing all repair problems.
 - 2. Homeowner must send a copy of the letter to the City of Abilene Office of Neighborhood Services, (hereinafter ONS), P.O. Box 60, Abilene, Texas 79604 or bring it to the ONS office at 555 Walnut.
 - 3. Homeowner must notify ONS in writing when Contractor has completed repairs.

VII. Duties of Contractor

- A. The Contractor shall perform all work required by the Contract Documents for the commencement and completion of the following: The construction of certain repairs and/or improvement to the residence located at 2102 VINE ST., ABILENE TEXAS TAYLOR, COUNTY, TEXAS 79602-5721; said improvements consisting of all

"required items" listed on the Specifications and Contractor's Bid and Proposal, including all necessary and required work in connection therewith. Work is to be

commenced and completed under the terms of this Agreement. The Contractor agrees to furnish, at his own cost and expense, all of the materials, supplies, machinery, equipment, tools, insurance, supervision, labor, and other accessories and services which are necessary to complete the construction project in accordance with the conditions, plans, specifications, and prices stated in the respective Contract Documents referred to in this Agreement.

- B. Duties of the Contractor also include, but are not limited to: communicating with the Homeowner and the City regarding status of the work during the construction period; notifying the City in writing with justification delineating and supporting the need for any change order (including itemized cost information); completing any items identified on the final building inspection and ONS inspection; and adhering to warranties as specified under item VII. D. (4) of this Contract.
- C. Contractor hereby agrees to complete this Project in a good and workmanlike manner, according to the Plans and Specifications agreed upon by the Parties, and according to all other Contract Documents mentioned in Article III of this Agreement. Contractor further agrees to employ only those reliable, workers and subcontractors who, to the best of his or her knowledge, are competent and skillful in the performance of the types of work required under this Contract. In compliance with 24 CFR 570.609, Contractor represents that at the time of execution hereof, Contractor and subcontractors (if any) are not listed on the HUD Disbarred Contractor's List or removed from the ONS Pre-Approved Contractors List. Contractor further agrees to discharge from the Project any workers, who are, in the Homeowner's opinion, incompetent, unreliable, or disorderly, when Homeowner provides Contractor with written notice of same. Such workers so discharged shall not be re-employed on the Project without Homeowner's written consent.

D. Warranties

For good and valuable consideration, Contractor provides the following warranties:

- (1) Contractor is skilled and experienced in the type of work described herein;

- (2) Contractor possesses any and all permits or licenses required to do the work of the nature described herein, and that said permits or licenses are valid and current for a one (1) year period from the date of final acceptance of all work required by this contract;
- (3) That the material and workmanship conform to all documents described in Article III of this Agreement, at the time of final inspection; and,
- (4) Contractor will, at his own expense, correct any non-conformance with the Plans and Specifications and any defects in material or workmanship, for a period of one (1) year from the date of Homeowner's acceptance of the work. Contractor will complete said corrections within thirty (30) calendar days or reasonable amount of time as determined by the parties thereof after receipt from the Homeowner of written notice of such nonconformities or defects, and will do so in such a manner as to meet the conditions specified in the Contract Documents. This warranty shall extend to subsequent homeowners, if any, during the warranty period. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature are installed or constructed on the property by the Contractor are new and free from defects in material or workmanship. Contractor and Homeowner agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Homeowner or subsequent Homeowners shall have given written notice to the Contractor, at Contractor's principal place of business, within one (1) year from the date of Homeowner's acceptance of the work.



Contractor's Initials

E. Defects in workmanship or material shall include, but shall not be limited to, the following:

- (1) all or part of the work which is unsuitable or not in conformity with the requirements of any applicable Building, Plumbing, Electrical, or other such code;

- (2) all or part of the work which does not conform to the Specifications or the intent thereof;
- (3) any material or materials brought onto the work site whether or not actually used in the work, which are unsuitable or not in conformity with the requirements of any City building code; and
- (4) any material or materials brought onto the work site, whether or not actually used in the work, which do not conform to the Specifications or the intent thereof.

The City building official or designee, or appropriate governmental authority shall have the power to determine whether any defects exist in material or workmanship of said project.

F. Breach of Warranty: Remedies

Should Contractor fail to fulfill or comply with any of the above warranties, such failure may be treated as a breach of warranty, and shall give rise to the following remedies on behalf of Homeowner;

- (1) recession of the Agreement and obtaining substitute performance, at Contractor's expense, or,
- (2) delay or withholding by Homeowner or Homeowner's agent of part or all of the Final Payment; or
- (3) any other remedy provided by law for breach of any applicable implied or expressed warranty or warranties.

G. Final Clean-Up

The Contractor shall remove from the work site any and all surplus or discarded materials, temporary structures, and debris of every kind; said Contractor shall leave the work site in a neat, orderly condition comparable to that which originally existed. Final clean-up shall be made upon completion of the work. Failure to finish final clean-up may, at the option of Homeowner, or Homeowner's agent, result in delay or withholding of final payment.

H. Risk of Loss

Contractor shall, at his own expense, bear the risk of loss arising from or related to any of the following:

- (1) failure of the work to be performed;
 - (2) any additional costs associated with inclement weather conditions,
 - (3) any unforeseen circumstances occurring during the work progress;
 - (4) any unusual obstructions or difficulties which may be encountered in the process of the work; or,
 - (5) labor and/or material price increases.
- I. In the event Contractor fails to comply with this contract, ONS will take the necessary action to place Contractor on the HUD Disbarred Contractors list and remove Contractor from the ONS Pre-Approved Contractors List.
- J. Contractor has notice of and agrees to the requirements of the "Section 3 Clause Notice", which is attached to this Agreement and incorporated for all purposes.
- K. Lead Based Paint Products
Lead based paint removal is a dangerous task and safety precautions shall be strictly enforced when workers are engaged in hazardous abatement. In compliance with 42 USC 4821-4846 and 24 CFR 35 of CDBG regulations, lead based paint products shall not be used.
- L. Permits and Codes
Contractor agrees to acquire and pay for all necessary permits, licenses, bonds and registration required for Contractor's performance.
- M. Contractor to Furnish Names and Addresses
As soon as practicable or before starting the project, the Contractor shall furnish to ONS the names and addresses of suppliers of materials, subcontractors and employees who will furnish labor and/or materials in value of excess of five hundred (\$500.00) dollars for purposes of performance under this Agreement. Contractor's failure to submit names and addresses of those parties who furnish materials and/or labor in excess of five hundred (\$500.00)

dollars may result in withholding of any payment to Contractor under this Agreement.

Contractor must submit proof of payment affidavit and lien waiver from each person/entity so named before final payment will be made.

N. Licensing/Bonding

Contractor shall provide copies of licenses and bonds as required by state law or city ordinance.

VIII. Insurance

A. General Requirements

Contractor and Homeowner must maintain the type and amounts of insurance required in this contract throughout the term of the agreement. Contractor and Homeowner must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the Homeowner and the City for their adequacy. This contract may be terminated if the Contractor fails to comply with all insurance requirements.

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

B. Additional Requirements

The required liability insurances and their certificates must:

1. Name the Homeowner and City as an additional insured for operations under this contract.
2. Provide for 30 days' advance written notice of cancellation or material change.

C. Types and Amounts of Insurance

The types of insurance required in this contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required:

	Type	Amount
__ 1.	Workers' Compensation Employer's Liability	Statutory \$100,000
__ 2.	Commercial (Public) Liability Includes, but not limited to: - Premises/Operations - Independent Contractors - Products/Completed Operations - Contractual Liability (Insuring above indemnity) And where the exposure exists - Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
__ 3.	Business Automobile Liability to include coverage for: - Owned/Leased Autos - Non-Owned Autos - Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
__ 4.	Professional Liability	\$500,000 combined single limit (per occurrence)
__ 5.	See Addendum for Special Coverage and/or revisions	
__ 6.	No Insurance Required	

2. Homeowner's insurance.

Homeowner shall insure the property against loss or damage to the extent of the original loan amount. The insurance must be approved by the City and shall name the City as Loan Loss Payee.

IX. Disbursement of Funds

- A. Funds will be disbursed on a reimbursement basis per payment schedule or percent completed of contracted amount, plus any change orders, less 10% retainage, according to the schedule found in Article X of this Agreement.
- B. During the course of work, partial or in-progress payments may be made. Upon a completion of an in progress rehabilitation, inspections by ONS and

City building officials (if required), the Contractor may submit a Contractor Request for Payment, signed by the Homeowner and the ONS Inspector. Contractor must furnish fully executed and dated "Agreement to Indemnify, Certification of Payment, Release of Lien, Warranty" (hereinafter "Release of Lien")s for the specified amount(s) paid to him/her AND from all subcontractors receiving such partial or in-progress payments. ONS Inspector, Homeowner and Contractor will execute the Certification of Inspection.

- C. Upon completion of the rehabilitation work, retainage funds will be held for thirty (30) days. The Contractor will submit a final Contractor Request for Payment, signed by the Homeowner and the ONS Inspector in the amount of the 10% retainage. The ONS Inspector, Homeowner and Contractor will execute the final Certification of Inspection.

X. Contract Sum and Payment Schedule

The total contract cost is SIXTY FOUR THOUSAND THREE HUNDRED THIRTY ONE DOLLARS AND NO/100 (\$64,331.00).

The first payment shall not exceed 50% of the total rehabilitation cost or the amount of deferred payment loan funds, whichever is less. Upon completion of lead based paint abatement Contractor will be reimbursed for 100% of the costs in accordance with the requirements of Article IX. Rehabilitation payments will be scheduled as follows:

% of Work Done	Projected Completion Date	Payment Amount
1. Lead Abatement	100% of abatement cost	\$0.00
2. 50%	<u>07/27/2024</u>	<u>\$32,165.50</u>
3. 40%	<u>08/27/2024</u>	<u>\$25,732.40</u>
4. 10%	<u>10/28/2024</u>	<u>\$6,433.10</u>
	<u>11/27/2024</u> TOTAL	<u>\$64,331.00</u>

XI. Financing Arrangements-Security

Contractor and Homeowner understand and agree that City will require a security for interim financing of the loan, and that furnishing of security will entail the execution and assignment by Homeowner, Contractor or both of a Security Interest Agreement and Deed of Trust. Each party therefore agrees to execute without

unreasonable delay any and all instruments, documents or assignments thereof, which may be necessary to secure interim or permanent financing of the project.

XII. Liability Assumption of Risk and Indemnity

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

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

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

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

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

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

XIII. Lien

- A. In the event liens are filed against this property, Contractor agrees that Homeowner or the City has the option to withhold payment until any and

all liens are released or satisfied. Final payment shall not be due until Contractor has delivered to Homeowner and the City release of all liens, if any, filed on this property arising out of performance by any Contractor, subcontractor, agent, employee, or supplier. Contractor shall provide a receipt in full covering all labor and materials for which a lien could be filed, or a satisfactory bond indemnifying Homeowner and the City against any lien.

- B. If a suit is brought upon any lien filed on the property, then Homeowner or City, may recover the amount of judgment and costs, including reasonable attorney's fees, from Contractor.
- C. If any costs or liens against this property arise after Contractor has been paid, then Homeowner may recover from Contractor the amounts for which Contractor is liable.

XIV. Property Standards

- A. All rehabilitation work will be completed in compliance with the City's adopted property standards and all applicable written local building and property codes and standards.
- B. Housing rehabilitation assistance will only be provided to cover the cost of rehabilitation necessary to bring the property in compliance with locally adopted, written building and property standards, rehabilitation program standards and applicable Federal and State building and property standards.

XV. Duties of City

- A. Roles and responsibilities of the City include, but are not limited to: ensuring payment to Contractor as set forth in the rehabilitation contract, communication with the Homeowner and Contractor regarding all administrative procedures that affect completion of rehabilitation work; advising the Homeowner regarding city property standards, building code requirements, local property standards and housing rehabilitation standards which may affect the prioritization of work items; and documenting project files in compliance with all applicable HUD regulations.

- B. Roles and responsibilities of the City, the Homeowner, and the Contractor are more specifically outlined in the ONS Single-Family Rehabilitation Program Guidelines, incorporated herein by reference.

XVI. Written Agreement Provisions

A. Modification

Homeowner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in this Agreement shall be made unless in writing and mutually agreed to by Contractor, Homeowner, and ONS.

- B. Change orders may be authorized for necessary work items that were initially overlooked which could not be determined until the course of the rehabilitation work had already begun. Change orders must be approved in writing by Homeowner, City ONS manager and department director prior to the commencement of the proposed changed work, in order for such costs to be reimbursable.

- C. Change order risk shall be carried by Contractor.

- D. Homeowners or Contractors with concerns about the administration or operation of the Rehabilitation Program should communicate these concerns to the Housing Counselor in writing. If concerns cannot be negotiated or resolved successfully between the parties, a party may request a decision from the Neighborhood Initiatives Manager. The program procedures may be found in the ONS Single-Family Rehabilitation Program Guidelines.

- E. Homeowner agrees to abide by the HOME regulations as set forth in 24 CFR Part 92, which is incorporated as part of this agreement by reference. A copy of the regulation can be accessed at: <http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>.

F. Equal Opportunities

Contractor and Homeowner agree to provide equal opportunity to all persons without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.

G. Interpretation of Contract

In the event of any dispute, this Agreement shall be interpreted in accordance with Texas law.

H. Boycott of Israel

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XVII. Completion and Liquidated Damages

A. The commencement and completion dates are essential conditions of this Agreement. The work must begin as stated in the Notice to Proceed. The Contractor must proceed with the work at a rate of progress to ensure full completion within the contract time. The Contractor and the Homeowner expressly agree that the contract time for completing the work is a reasonable time as determined by the parties considering the average climactic and economic conditions and other factors prevailing in the locale. Because time is of the essence in this contract liquidated damages apply to its performance. For each working day that any work remains uncompleted after the final completion time as stated in the notice to proceed, the City may deduct the amount stated below from money due the Contractor:

1. If \$1.00 to \$25,000.00 is due to Contractor, the deduction amount will be \$10.00 per working day.
2. If \$25,001 or more is due to Contractor, the deduction amount will be \$15.00 per working day.

B. The sums of money deducted for failure to complete any portion of the work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion date. The Homeowner and Contractor agree to fixed amounts because it is impractical and extremely difficult to ascertain actual damages that would be sustained. The Contractor

or Contractor's surety must promptly pay any additional amounts if the amount the City withholds from money due the Contractor does not cover the amount of liquidated damages.

C. The City will not charge Contractor liquidated damages or any excess cost when Contractor has given prompt written notice to Homeowner and ONS prior to completion date, and ONS confirms the delay in completion of the work is due to:

1. any preference, priority or allocation order issued by ONS;
2. unforeseeable causes beyond the control and without the fault or negligence of Contractor, including acts of God, of the public enemy, of ONS or another contractor in the performance of a contract with ONS, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; or
3. any delays of subcontractors caused by the same occurrences listed in 2., above.

Executed this 28th DAY OF JUNE, 2024.

ANNIE JACKSON
Homeowner

0
Homeowner

This instrument was acknowledged before me on 28th DAY OF JUNE, 2024 by ANNIE JACKSON.

Notary Public, State of Texas

Executed this 14TH DAY OF JUNE, 2024

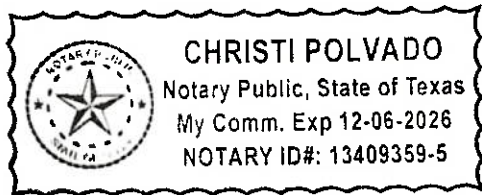
Rick Martinez
RICK MARTINEZ

75-2633686
Federal Tax ID #

OWNER

Title

This instrument was acknowledged before me on 14TH DAY OF JUNE,
2024 by RICK MARTINEZ.



Christi Polvado
Notary Public, State of Texas

CITY OF ABILENE

City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney



Neighborhood Services
City of Abilene
555 Walnut Street
P.O. Box 60
Abilene, Texas 79604-0060

Lien Release Schedule

ANNIE JACKSON

Case # GL2024050601

2102 VINE ST.

Home Owners

Address

Release of Lien Date	Yearly Reduction	Amount of Loan Reduction per Year	Anniversary Month/Year
June 28, 2039	\$4,288.73	\$64,331.00	06/28/24
	\$4,288.73	\$60,042.27	06/28/25
	\$4,288.73	\$55,753.53	06/28/26
	\$4,288.73	\$51,464.80	06/28/27
	\$4,288.73	\$47,176.07	06/27/28
	\$4,288.73	\$42,887.33	06/28/29
	\$4,288.73	\$38,598.60	06/28/30
	\$4,288.73	\$34,309.87	06/28/31
	\$4,288.73	\$30,021.13	06/28/32
	\$4,288.73	\$25,732.40	06/28/33
	\$4,288.73	\$21,443.67	06/28/34
	\$4,288.73	\$17,154.93	06/28/35
	\$4,288.73	\$12,866.20	06/28/36
	\$4,288.73	\$8,577.47	06/28/37
	\$4,288.73	\$4,288.73	06/28/38
	\$4,288.73	\$0.00	06/28/39

ANNIE JACKSON

6/28/24

Date

6/28/24

Date

NEIGHBORHOOD SERVICES

SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROJECT

2102 Vine Street

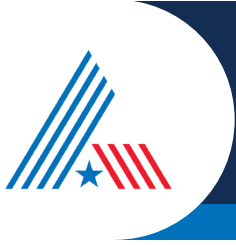




Agenda Item: Rehabilitation Project #CB-2339

- The Agreement for this owner-occupied project involves the Rehabilitation of an existing property. The project will provide the family a safe and secure home.
- Project Advertised May 26, 2024 & June 2, 2024. Bids were opened June 13, 2024.
- Two bids were received.
- Staff recommends award of contract to Rick's Construction, in the amount of \$64,331.





Agenda Item: Rehabilitation Project #CB-2339

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) Z-2024-12: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Civetta Solutions, To Create A New Planned Development District (PD-187). The Proposed Planned Development District Will Allow Medium Density Residential With A Maximum Density Of 12 Units Per Acre And Would Remove The Requirement That Limits Development To A Maximum Of Four Units Per Lot. Located At 368 Centenary Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The owner proposes to rezone the subject property to allow a low-density apartment complex. The Medium Density Residential (MD) zoning district, which allows a maximum density of 4 dwelling units per lot. The proposed Planned Development District would allow a maximum density of 12 dwelling units per acre.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval**. Subject to the conditions set in the assessment.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of MD zoning with a maximum of three units per lot by a vote of 6-0. This will allow town homes and patio homes.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Original Pasadena Heights Zoning Application
4. Pasadena Heights Zoning Application updated 6.6.24
5. 317 Fair Drive
6. 434 Shadow Wood Drive
7. 441 Shadow Wood Dr.
8. 1888 Pasadena
9. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 27th day of June, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of May, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11th day of July, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11th day of July, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 12 acres from Residential Single-family (RS-6) to a Planned Development District (PDD-187)

Legal description being as follows

Lots 3-18, Block 6, Lots 1-23, Block 7, and

Lots 7-17, Block 8, Lots 2-18, Block 9, in the

Pasadena Heights Addition, Abilene, Taylor County, Texas.

Located at 368 Centenary Drive.

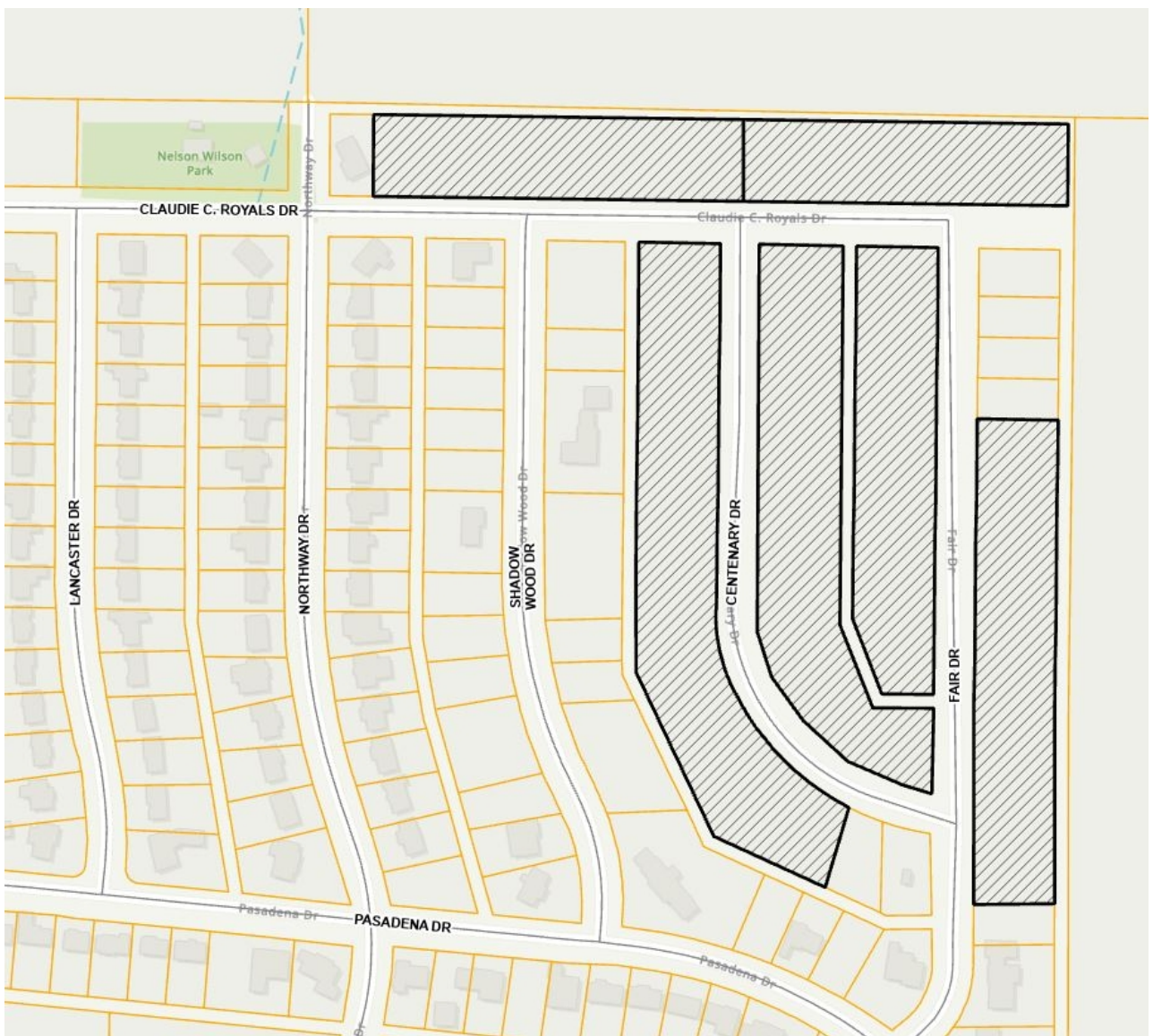


EXHIBIT B

Purpose. The purpose of the Planned Development (PDD-187) District is to allow residential development, similar to the use permitted in the Residential Medium Density (MD) zoning district.

Base Zoning: Residential Medium Density (MD) zoning district at a max of 3 units per lot.

Permitted Uses: Patio Home, Townhome, and all permitted uses in the MD zoning district, excluding a quadplex, maximum of 3 units per lot.

Development Standards: All development standards of the MD district shall be applicable.

Site Plan: Development shall conform the site plan shown below.



END

ZONING CASE Z-2024-12

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 4, 2024
City Council 1st Reading: June 27, 2024
City Council 2nd Reading: July 11, 2024

Applicant

Agent: Civetta Solutions

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 12.0 acres from Residential Single-family (RS-6) to a Planned Development District (PDD-187).

Location

Legal description being Lots 2-18 of Block 9, Lots 3-18 of Block 6, Lots 1-23 of Block 7, and Lots 7-17 of Block 8, Pasadena Heights Addition, Abilene, Taylor County, Texas. Located at 368 Centenary Drive.

Background

The owner proposes to rezone the subject property to allow Medium Density Residential (MD) uses, as well as patio home and townhome use. The Medium Density Residential (MD) zoning district, which allows a maximum density of 4 dwelling units per lot. The proposed Planned Development District would allow a maximum density of 12 dwelling units per acre but would not allow a quadplex.

Zoning, Existing and Proposed Land Use

The current zoning of adjacent properties includes Residential Single-Family (RS-6) and Agricultural Open (AO) zoning districts. Properties east and north of the subject property are in TIRZ #3 and are undeveloped. All properties west of the subject site are single-family residential.

The subject property is vacant. The rights-of-way of Fair Drive, Centenary Drive, and a portion of Claudie C. Royals Drive are unimproved and may not have complete utility service. The property would likely need to be replatted to create lots with adequate size to allow most uses permitted in the MD district. Construction plans will be required for the construction of streets and utilities to serve this the subject properties. The City of Abilene's GIS Map shows that water and sewer service is available for some of the subject property, but is not available for the area east of Fair Drive. Drainage improvements will likely be required to address known flooding issues in Pasadena Heights.

PD Description

During the public hearing at the Planning and Zoning Commission, the applicant amended this request as follows:

Proposed Base Zoning: MD

Proposed Uses: Patio Home, Townhome, and permitted MD uses, with the exception of a quadplex.

Development Standards: The development standards of the MD district shall be applicable.

The request, as originally filed, could have yielded a higher density of multi-family development because the MD district allows single-family detached/attached, duplex, triplex, quadplex, and condominium residential options. The applicant removed the quadplex use from the request. All other permitted MD uses, and patio home and townhomes, are appropriate at this location and match the recommendation of the Future Land Use Plan and Comprehensive Plan. Apartments are not allowed in the MD district and are not proposed in PDD-187.

The proposed mixture of residential types will cap the density of development and provide the applicant with design flexibility to satisfy the housing market. The application of the MD development standards will ensure that a Type A buffer yard is installed along all property lines that adjoin residential and AO zoning districts.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning, if the request is modified as described above would adequately protect the existing neighborhood and the proposed residential developments to the north and east.

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

The property is not currently fully served by water and sewer and some rights-of-way are unimproved. A replat will be required at the time of development which likely will require the extension of public improvements.

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

None.

P&Z Recommendation

By unanimous vote, the Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. Base Zoning: MD
2. Permitted Uses: Patio Home, Townhome, and permitted MD uses, with the exception of a quadplex.
3. Development Standards: The development standards of the MD district shall be applicable.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

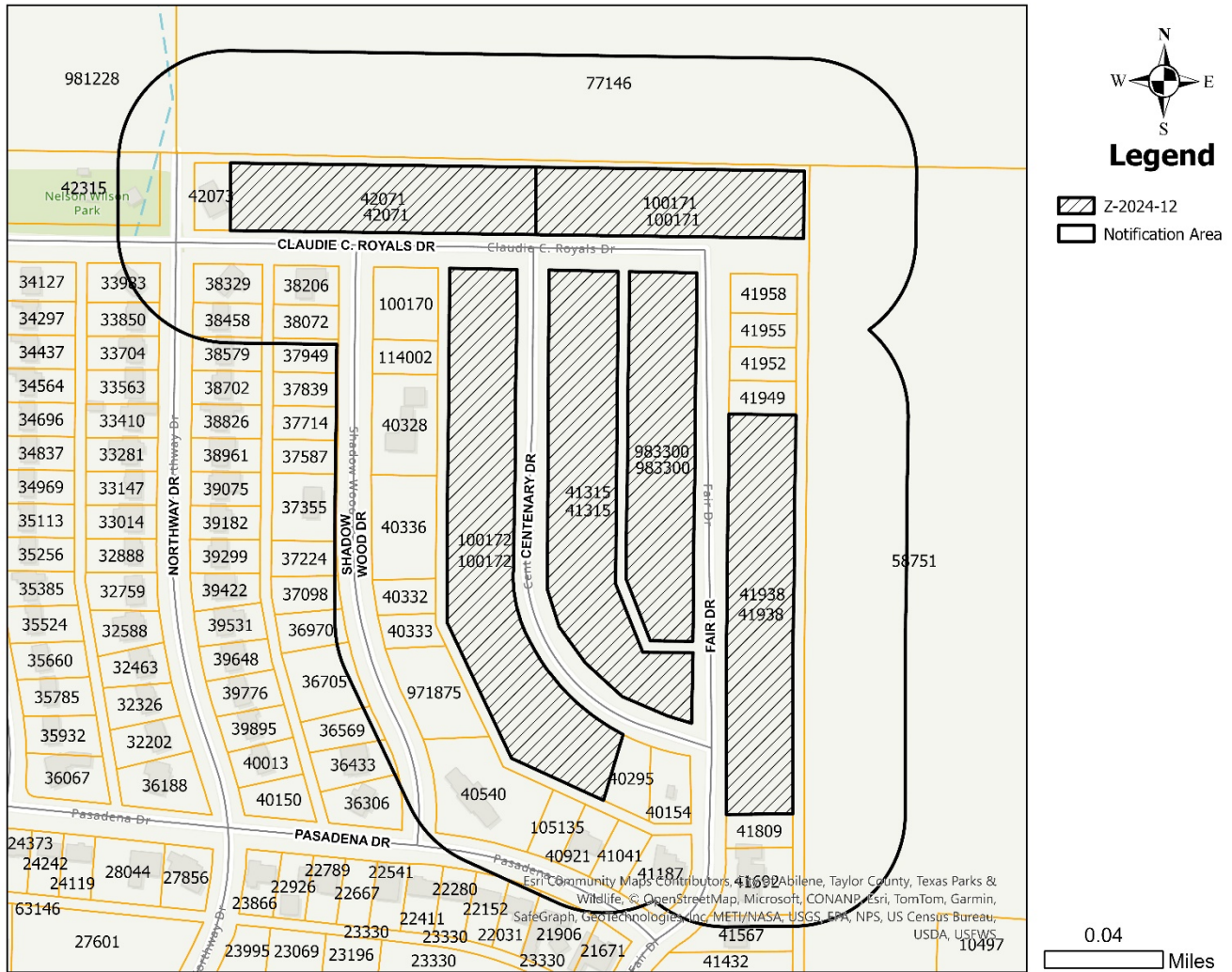
OWNER

OWNER	SITUS	PROP_ID	RESPONSE
ABILENE CHRISTIAN UNIVERSITY		58751	
ADAMS CLIFFORD R & CAREY L	301 FAIR DR	41567	
ALLEN KENNETH	466 SHADOW WOOD DR	38072	
ARNIC SABRINA KELLEY	352 SHADOW WOOD DR	36306	
CHAMBERS KAREN	391 SHADOW WOOD DR	40333	
Confidential Owner	342 CENTENARY DR	40154	O
DILES TREMAINE	441 SHADOW WOOD DR	40328	O
ELECTRIC TRANSMISSION TEXAS LLC	549 GOLIAD DR	981228	
FAIR JOHN B TRUST	368 CENTENARY DR	114002	
GREENWOOD ALAN	1865 PASADENA DR	22031	
J & H PAINTING LLC	458 NORTHWAY DR	33850	
JBH HOMES LLC	434 SHADOW WOOD DR	37587	O
KELLEY DARRYL D	360 SHADOW WOOD DR	36433	
KING JOE	392 SHADOW WOOD DR	36970	
LEWIS NATASHA	1857 PASADENA DR	22152	
LOPEZ PHILLIP & OLIVIA	1802 CLAUDIE C. ROYALS	42073	
MC CREARY B C DBA	1841 CLAUDIE C. ROYALS	42071	
MIRO JORGE L & PUERTO LISET L	1848 PASADENA DR	40540	
PEACOCK CONSTANCE M	1873 PASADENA DR	21906	
PITTMAN JAMES M & MARGARET	1864 PASADENA DR	105135	
POSITIVE IMAGE POSITIVE PEOPLE LLC	349 CENTENARY DR	41315	
RCGA LLC	399 SHADOW WOOD DR	40332	
ROBINSON CURTIS & DORIS	317 FAIR DR	41809	O
ROYALS MICHAEL T ET AL	449 NORTHWAY DR	38579	
SHARPE MATTHEW JAVIER	418 SHADOW WOOD DR	37355	
SHILOH BAPTIST CHURCH	401 SHADOW WOOD DR	40336	
SILVA ANDREW	465 NORTHWAY DR	38329	
ST PAUL I M E CHURCH	410 SHADOW WOOD DR	37224	
WARE JOHNNY	466 NORTHWAY DR	33983	
WILSON DAVID EARL	457 NORTHWAY DR	38458	
WOODS LENNOS LIN	441 FAIR DR	41949	

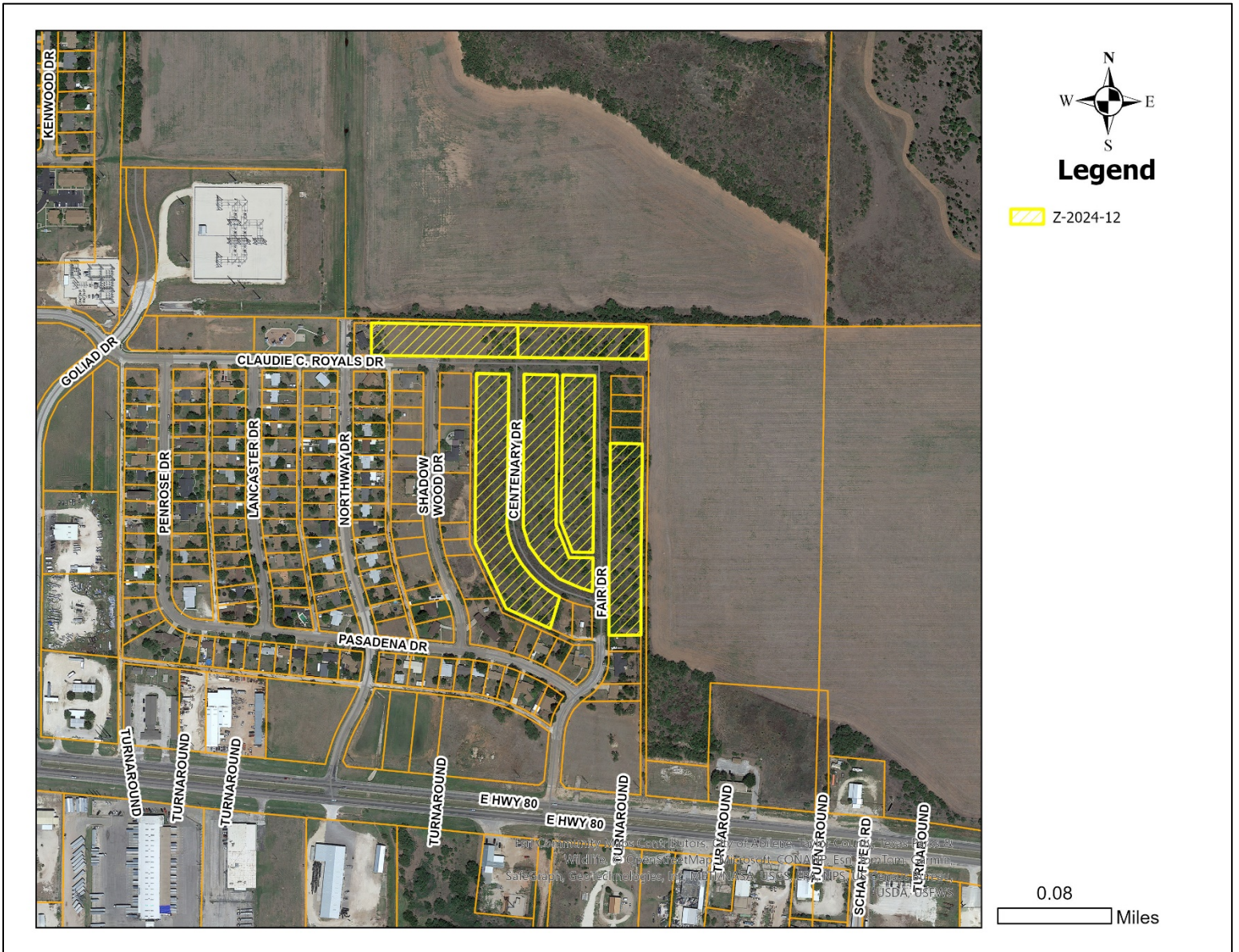
PROP ID

OWNER	SITUS	PROP_ID	RESPONSE
PEACOCK CONSTANCE M	1873 PASADENA DR	21906	
GREENWOOD ALAN	1865 PASADENA DR	22031	
LEWIS NATASHA	1857 PASADENA DR	22152	
J & H PAINTING LLC	458 NORTHWAY DR	33850	
WARE JOHNNY	466 NORTHWAY DR	33983	
ARNIC SABRINA KELLEY	352 SHADOW WOOD DR	36306	
KELLEY DARRYL D	360 SHADOW WOOD DR	36433	
KING JOE	392 SHADOW WOOD DR	36970	
ST PAUL I M E CHURCH	410 SHADOW WOOD DR	37224	
SHARPE MATTHEW JAVIER	418 SHADOW WOOD DR	37355	
JBH HOMES LLC	434 SHADOW WOOD DR	37587	O
ALLEN KENNETH	466 SHADOW WOOD DR	38072	
SILVA ANDREW	465 NORTHWAY DR	38329	
WILSON DAVID EARL	457 NORTHWAY DR	38458	
ROYALS MICHAEL T ET AL	449 NORTHWAY DR	38579	
Confidential Owner	342 CENTENARY DR	40154	O
DILES TREMAINE	441 SHADOW WOOD DR	40328	O
RCGA LLC	399 SHADOW WOOD DR	40332	
CHAMBERS KAREN	391 SHADOW WOOD DR	40333	
SHILOH BAPTIST CHURCH	401 SHADOW WOOD DR	40336	
MIRO JORGE L & PUERTO LISET L	1848 PASADENA DR	40540	
POSITIVE IMAGE POSITIVE PEOPLE LLC	349 CENTENARY DR	41315	
ADAMS CLIFFORD R & CAREY L	301 FAIR DR	41567	
ROBINSON CURTIS & DORIS	317 FAIR DR	41809	O
WOODS LENNOS LIN	441 FAIR DR	41949	
MC CREARY B C DBA	1841 CLAUDIE C. ROYALS	42071	
LOPEZ PHILLIP & OLIVIA	1802 CLAUDIE C. ROYALS	42073	
ABILENE CHRISTIAN UNIVERSITY		58751	
PITTMAN JAMES M & MARGARET	1864 PASADENA DR	105135	
FAIR JOHN B TRUST	368 CENTENARY DR	114002	
ELECTRIC TRANSMISSION TEXAS LLC	549 GOLIAD DR	981228	

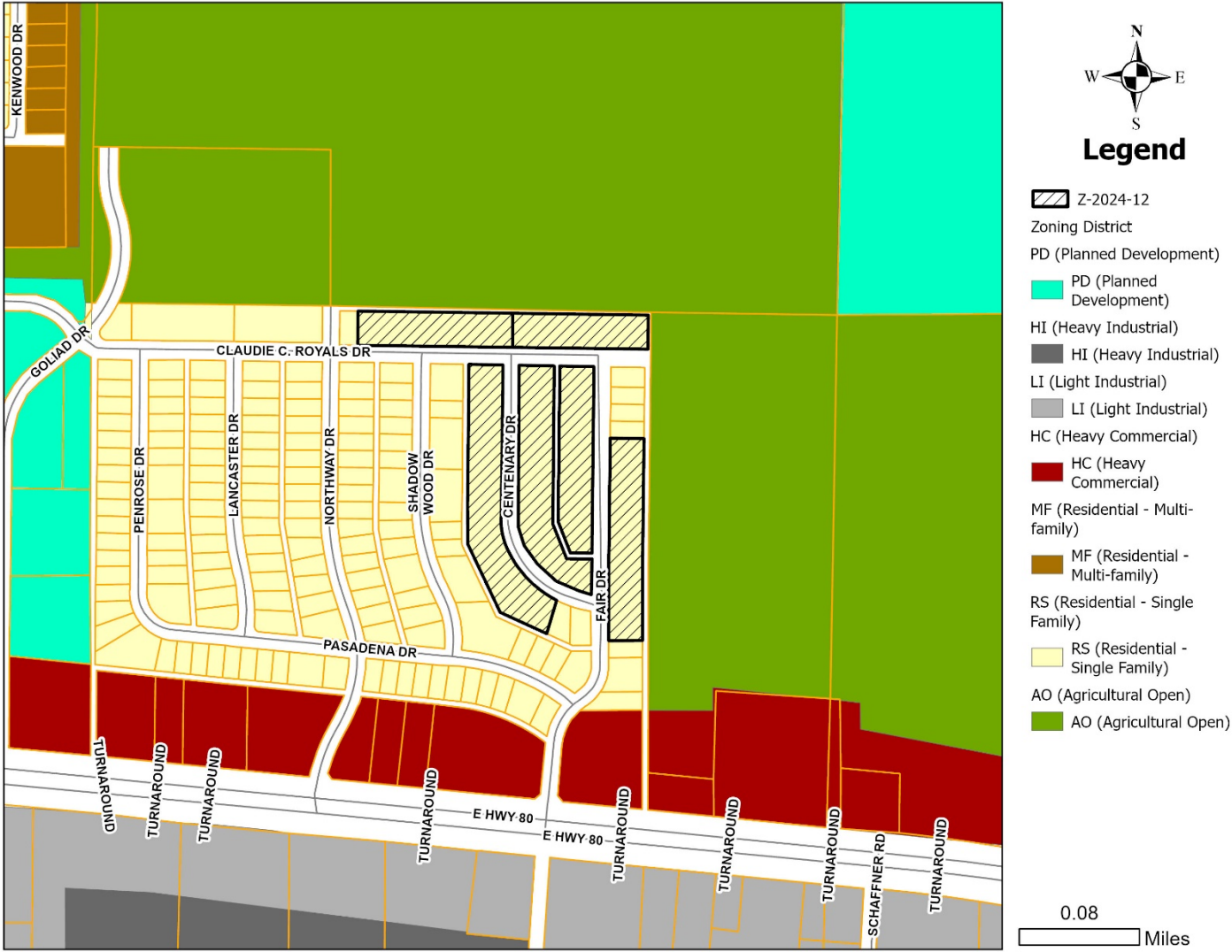
NOTIFICATION MAP



LOCATION MAP



ZONING MAP





Application for Rezoning and Zoning Map Amendment

Location(s):

Pasadena Heights, BLOCK 9, LOT 2 THRU 10 (Property ID # 42071)
Pasadena Heights, BLOCK 9, LOT 11-18 (Property ID # 100171)
Pasadena Heights, BLOCK 6, LOT 3-18 (Property ID # 100172)
Pasadena Heights, BLOCK 7, LOT 11 THRU 23 (Property ID # 41315)
Pasadena Heights, BLOCK 7, LOT 1 THRU 10 (Property ID # 983300)
Pasadena Heights, BLOCK 8, LOT 7 THRU 17 (Property ID # 41938)

This is a request to rezone and amend the Zoning Map of +/- 12.0 acres of the Pasadena Heights neighborhood. The properties are located north of E Highway 80 and south of +/- 133.0 acres of vacant Agricultural Open Space (AO) in the City of Abilene (Exhibit 1).

The current zoning map designations for the entire request are Residential Single Family (RS-6) (Exhibit 2). The proposed rezoning designation is a Planned Development District (PDD). The PDD aims to follow the City of Abilene's new Comprehensive Plan guidelines for development and create medium density (MD) blocks of housing along both sides Centenary Drive and both sides of Fair Drive¹. Additionally it will add MD to the north on the vacant lots along Claudie C. Royals Dr. In these segments of the proposed PDD, a provision is included to permit 12 units per acre while eliminating the restriction of a maximum of four units per lot.

Similar adjustments in other areas of the City to this specific regulation have been successfully implemented to accommodate medium-density housing, resulting in fewer lots created but maximum density and efficient use of space. This approach has proven effective in optimizing urban land use. By allowing for the proposed change in this particular neighborhood, it enables maximum utilization of the blocks while mitigating flooding concerns and promoting sustainable development practices.

The subject parcels are currently vacant. The proposed amendment would allow for the eventual residential development at a higher density than it is currently zoned. The property owners seek the amendment to develop the future for this site, specifically the development of medium density units as specific land topography allows and within the adopted Land Development Code regulations.

Supporting Goals, Objectives, Policies and Regulations

In accordance with the goals outlined in the Comprehensive Plan and the City Council's 20-year history in a desire to promote infill development, the proposed rezoning application for the

¹ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

parcels supports the principle of infill development². These parcels have remained vacant since the neighborhood's initial construction in the 1950s, representing underutilized land within an established community.

The City's new Rebuild ABI Program underscores the significance of revitalizing underutilized parcels within the city. By focusing on infill development, the city aims to enhance neighborhood vitality, support economic growth, and create vibrant, livable communities. The proposed rezoning of vacant parcels, which have remained undeveloped since the neighborhood's inception, is in direct accordance with this vision.

Exhibit 1



² Connect Abilene Comprehensive Plan 2040 p. 20, 58, 77

Exhibit 2



Zoning Map Amendment Criteria for Approval Analysis

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

Response: The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development³. The transition from single-family residential to medium density units is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted Comprehensive Plan, which designates the area for medium density development⁴. This approach allows for the accommodation of

³ Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

⁴ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

a greater number of housing units within a limited space, addressing the growing demand for diverse housing options while minimizing the impact on existing infrastructure and preserving the visual aesthetics of the area.

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

Response: The uses permitted by the proposed change in zoning district classification are appropriate for the immediate area of the land to be reclassified. The transition from single-family residential to medium density units is consistent with the evolving needs and demographics of the surrounding community. This adjustment allows for a more diverse mix of housing options, accommodating varying household sizes and preferences, while still maintaining the overall character and integrity of the neighborhood.

The standards applicable to the proposed uses, including limitations on building height, setback requirements, and other relevant regulations, ensure compatibility with the immediate area.

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

Response: The proposed change in zoning classification is found to be in accord with both existing and proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The Pasadena Heights neighborhood was constructed in the late 1950's and currently has water and sewer service to every street with the exception of the unpaved public right of way known as Fair Drive. Coordination between the developers and public agencies to address any potential gaps or challenges related to the provision of essential services, will be addressed in the platting and site plan stages of development. Given the current infrastructure and age of the neighborhood plan, the proposed change can be implemented effectively without undue strain on existing infrastructure or service delivery systems.

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

Response: The proposed change in zoning classification is evaluated to have a positive impact on public health and safety. By introducing a mix of medium density units, the development promotes housing diversity and affordability, which are critical factors in supporting community well-being.

The proposed change is anticipated to enhance the general welfare of the community by fostering inclusive and sustainable development. Providing a range of housing options contributes to social equity and promotes neighborhood stability. Moreover, the development is expected to generate economic benefits through increased property values, job creation, and local business opportunities, thereby improving overall quality of life for residents.

The development plan will also address the stormwater management aimed at mitigating flooding issues that are frequent in the neighborhood during heavy rainfall.

Application Requirements Per Section 1.4.2.2

1. Concept Plan (Exhibit 3)
2. A description of any development standards or requirements that are different from those in the base zoning district;

Response:

- Medium density: This district provides for a combination of these housing types at a density maximum of twelve (12) dwelling units per acre with the maximum number of units permitted on any one (1) individual lot shall be four (4). This proposed PDD presents the same 12 dwelling units per acre but removes the 4 units per any one lot.
3. A description of how the proposed Planned Development fulfills the ideals, goals, objectives, and/or concepts of the City's adopted Comprehensive Plan or any other formally adopted City planning document, such as the Parks Plan or public facility plan;

Response:

- The Comprehensive Plan emphasizes the importance of utilizing existing infrastructure efficiently and fostering sustainable growth patterns. Infill development, as proposed in this rezoning application, maximizes the use of existing urban infrastructure such as roads, utilities, and public services. This approach aligns with the Comprehensive Plan's objectives of promoting compact, walkable neighborhoods while minimizing urban sprawl.
- The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development⁵. The transition from single-family residential to medium density units is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted

⁵ Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

Comprehensive Plan, which designates the area for medium density development⁶.

4. A description that lists and fully explains the specific modifications of the provisions of the base zoning district which are desired, as well as the purposes of the modifications (i.e., why they are necessary);

Response:

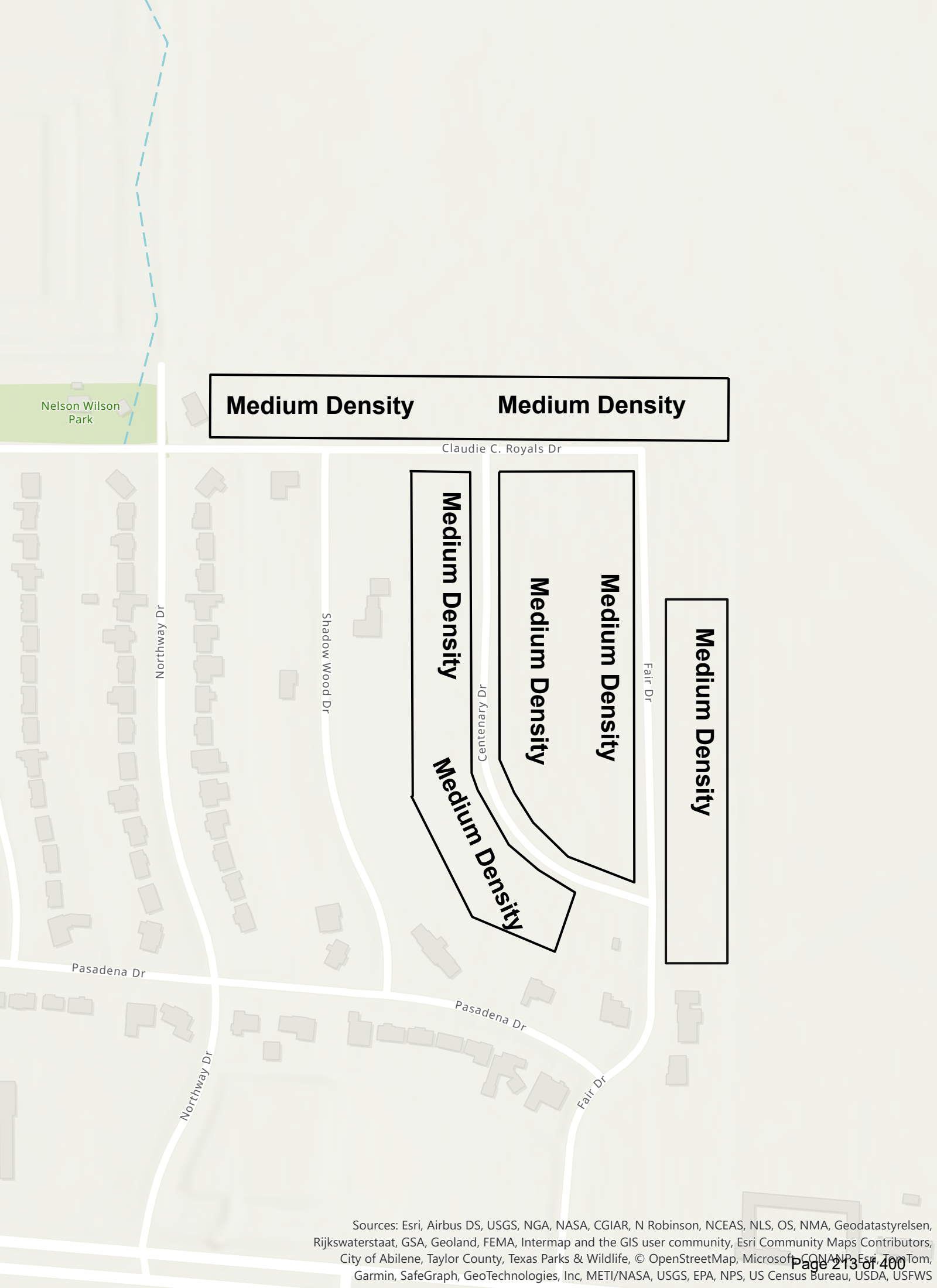
The desired modifications to the provisions of the base zoning district are essential to align with the future land use map and address the unique circumstances of the property, which has remained vacant since the neighborhood's inception.

A. *Change in Density Requirements*: The proposed modification seeks to adjust the density requirements of the base zoning district to reflect the designation outlined in the future land use map. This modification is necessary to accommodate the evolving needs and growth projections of the community while ensuring consistency with long-term planning objectives.

B. *Adjustment of Use Restrictions*: By modifying use restrictions, the proposed changes aim to facilitate the development of the property in accordance with its designated future land use. This adjustment is crucial to unlock the full potential of the site and promote compatible land uses that contribute to the overall vibrancy and sustainability of the neighborhood.

Overall, the modifications to the provisions of the base zoning district are essential to bring the zoning regulations into alignment with the future land use map and address the longstanding vacancy of the property. By adapting the zoning regulations to accommodate the envisioned development and future growth patterns, the modifications serve to revitalize underutilized land and promote sustainable, compatible development within the neighborhood.

⁶ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2



Nelson Wilson
Park

Medium Density

Medium Density

Claudie C. Royals Dr

Medium Density

Medium Density

Medium Density

Medium Density

Medium Density

Northway Dr

Shadow Wood Dr

Centenary Dr

Fair Dr

Pasadena Dr

Pasadena Dr

Northway Dr

Fair Dr

Planned Development (PD) District Section 2.3.4.5

Applicability:

1. The land is located in close proximity to established residential neighborhoods where conventional zoning classifications may not adequately address neighborhood concerns regarding the quality or compatibility of the adjacent development, and where it may be desirable to the neighborhood, the developer or the City to develop and implement mutually-agreed, enforceable development standards; **Applicability MET**
2. The land, or adjacent property that would be impacted by the development of the land, has sensitive or unique environmental features requiring a more flexible approach to zoning and clustering of uses, or special design standards, in order to afford the best possible protection of the unique qualities of the site or the adjacent property; **Applicability MET**
3. The land consists of older sections of Abilene that are proposed for redevelopment or infill development, and special design considerations are deemed desirable; **Applicability MET**
4. The land is of such a character that it is in the community's best interest to encourage high-quality development through flexible development standards to further the goals and objectives of the City's Comprehensive Plan; **Applicability MET**



Application for Rezoning and Zoning Map Amendment

Location(s):

Pasadena Heights, BLOCK 9, LOT 2 THRU 10 (Property ID # 42071)
Pasadena Heights, BLOCK 9, LOT 11-18 (Property ID # 100171)
Pasadena Heights, BLOCK 6, LOT 3-18 (Property ID # 100172)
Pasadena Heights, BLOCK 7, LOT 11 THRU 23 (Property ID # 41315)
Pasadena Heights, BLOCK 7, LOT 1 THRU 10 (Property ID # 983300)
Pasadena Heights, BLOCK 8, LOT 7 THRU 21 (Property ID # 41938, 41949, 41952, 41955, 41958)

Application Summary

This is a request to rezone and amend the Zoning Map of +/- 12.0 acres of the Pasadena Heights neighborhood. The properties are located north of E Highway 80 and south of +/- 133.0 acres of vacant Agricultural Open Space (AO) in the City of Abilene (Exhibit 1).

The current zoning map designations for the entire request are Residential Single Family (RS-6) (Exhibit 2). The proposed rezoning designation is a Planned Development District (PDD). The PDD aims to follow the City of Abilene's new Comprehensive Plan guidelines for development and create medium density (MD) Townhome (TH) and Patio Home (PH) blocks of housing along both sides Centenary Drive and the west side of Fair Drive¹. Additionally it will add those housing designations to the north on the vacant lots along Claudie C. Royals Dr. In these segments of the proposed PDD, a provision is included to permit 12 units per acre in MD while adding the restriction of a maximum of 3 units per lot.

This specific change is currently successfully implemented throughout Abilene to accommodate medium-density housing, resulting in fewer lots created but maximum density and efficient use of space. This approach has proven effective in optimizing urban land use. By allowing for the proposed change in this particular neighborhood, it enables maximum utilization of the blocks while mitigating flooding concerns and promoting sustainable development practices.

The subject parcels are currently vacant. The proposed amendment would allow for the eventual residential development at a higher density than it is currently zoned. The property owners seek the amendment to develop the future for this site, specifically the development of medium density, patio home, and townhome units as specific land topography allows and within the adopted Land Development Code regulations.

Supporting Goals, Objectives, Policies and Regulations

In accordance with the goals outlined in the Comprehensive Plan and the City Council's 20-year history in a desire to promote infill development, the proposed rezoning application for the parcels supports the principle of infill development². These parcels have remained vacant since

¹ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

² Connect Abilene Comprehensive Plan 2040 p. 20, 58, 77

the neighborhood's initial construction in the 1950s, representing underutilized land within an established community.

The City's new Rebuild AbI Program underscores the significance of revitalizing underutilized parcels within the city. By focusing on infill development, the city aims to enhance neighborhood vitality, support economic growth, and create vibrant, livable communities. The proposed rezoning of vacant parcels, which have remained undeveloped since the neighborhood's inception, is in direct accordance with this vision.

Exhibit 1

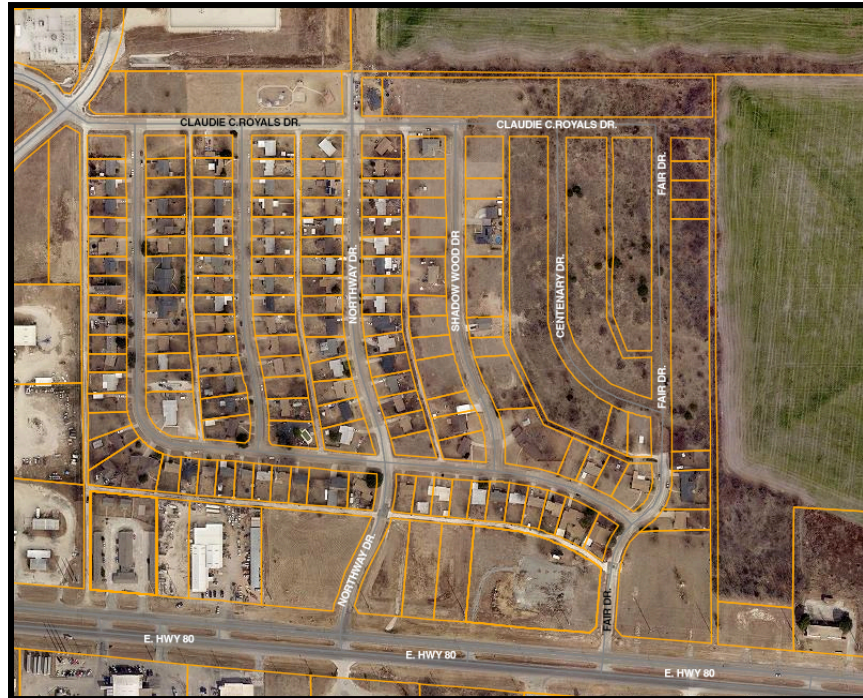


Exhibit 2



Zoning Map Amendment Criteria for Approval Analysis

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

Response: The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development³. The transition from single-family residential to the varied housing types is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted Comprehensive Plan, which designates the area for medium density development⁴. It is also consistent with the Comprehensive Plan's objectives to optimize land use efficiency while maintaining the character and scale of the surrounding neighborhood. This approach allows for the accommodation of a greater number of housing units within a limited space, addressing the growing demand for diverse housing

³ Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

⁴ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

options while minimizing the impact on existing infrastructure and preserving the visual aesthetics of the area.

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

Response: The uses permitted by the proposed change in zoning district classification are appropriate for the immediate area of the land to be reclassified. The transition from single-family residential to medium density, patio home and townhome units is consistent with the evolving needs and demographics of the surrounding community. This adjustment allows for a more diverse mix of housing options, accommodating varying household sizes and preferences, while still maintaining the overall character and integrity of the neighborhood.

The standards applicable to the proposed uses, including limitations on building height, setback requirements, and other relevant regulations, ensure compatibility with the immediate area. This planned development proposes 3 unit per lot limitation on medium-density structures so the development maintains a harmonious relationship with existing properties and minimizes potential disruptions to neighboring residents.

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

Response: The proposed change in zoning classification is found to be in accord with both existing and proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The Pasadena Heights neighborhood was constructed in the late 1950's and currently has water and sewer service to every street with the exception of the unpaved public right of way known as Fair Drive. Coordination between the developers and public agencies to address any potential gaps or challenges related to the provision of essential services, will be addressed in the platting and site plan stages of development. Given the current infrastructure and age of the neighborhood plan, the proposed change can be implemented effectively without undue strain on existing infrastructure or service delivery systems.

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

Response: The proposed change in zoning classification is evaluated to have a positive impact on public health and safety. By introducing a mix of medium density, patio home and townhome, the development promotes housing diversity and affordability, which are critical factors in supporting community well-being.

The proposed change is anticipated to enhance the general welfare of the community by fostering inclusive and sustainable development. Providing a range of housing options contributes to social equity and promotes neighborhood stability. Moreover, the development is expected to generate economic benefits through increased property values, job creation, and local business opportunities, thereby improving overall quality of life for residents.

The development plan will also address the stormwater management aimed at mitigating flooding issues that are frequent in the neighborhood during heavy rainfall.

Application Requirements Per Section 1.4.2.2

1. Concept Plan (Exhibit 3)
2. A description of any development standards or requirements that are different from those in the base zoning district;

Response:

- Medium density: This district provides for a combination of these housing types at a density maximum of twelve (12) dwelling units per acre with the maximum number of units permitted on any one (1) individual lot shall be four (4). This proposed PDD presents the same 12 dwelling units per acre but limits the properties to a maximum of 3 units per any one lot.
 - Patio Home: Allowed by right per LDC regulations on development
 - Townhome: Allowed by right per LDC regulations on development
3. A description of how the proposed Planned Development fulfills the ideals, goals, objectives, and/or concepts of the City's adopted Comprehensive Plan or any other formally adopted City planning document, such as the Parks Plan or public facility plan;

Response:

- The Comprehensive Plan emphasizes the importance of utilizing existing infrastructure efficiently and fostering sustainable growth patterns. Infill development, as proposed in this rezoning application, maximizes the use of existing urban infrastructure such as roads, utilities, and public services. This approach aligns with the Comprehensive Plan's objectives of promoting compact, walkable neighborhoods while minimizing urban sprawl.
- The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development⁵. The transition from single-family residential to medium density, patio home and townhome units is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted Comprehensive Plan, which designates the area for medium density development⁶.

⁵ Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

⁶ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

4. A description that lists and fully explains the specific modifications of the provisions of the base zoning district which are desired, as well as the purposes of the modifications (i.e., why they are necessary);

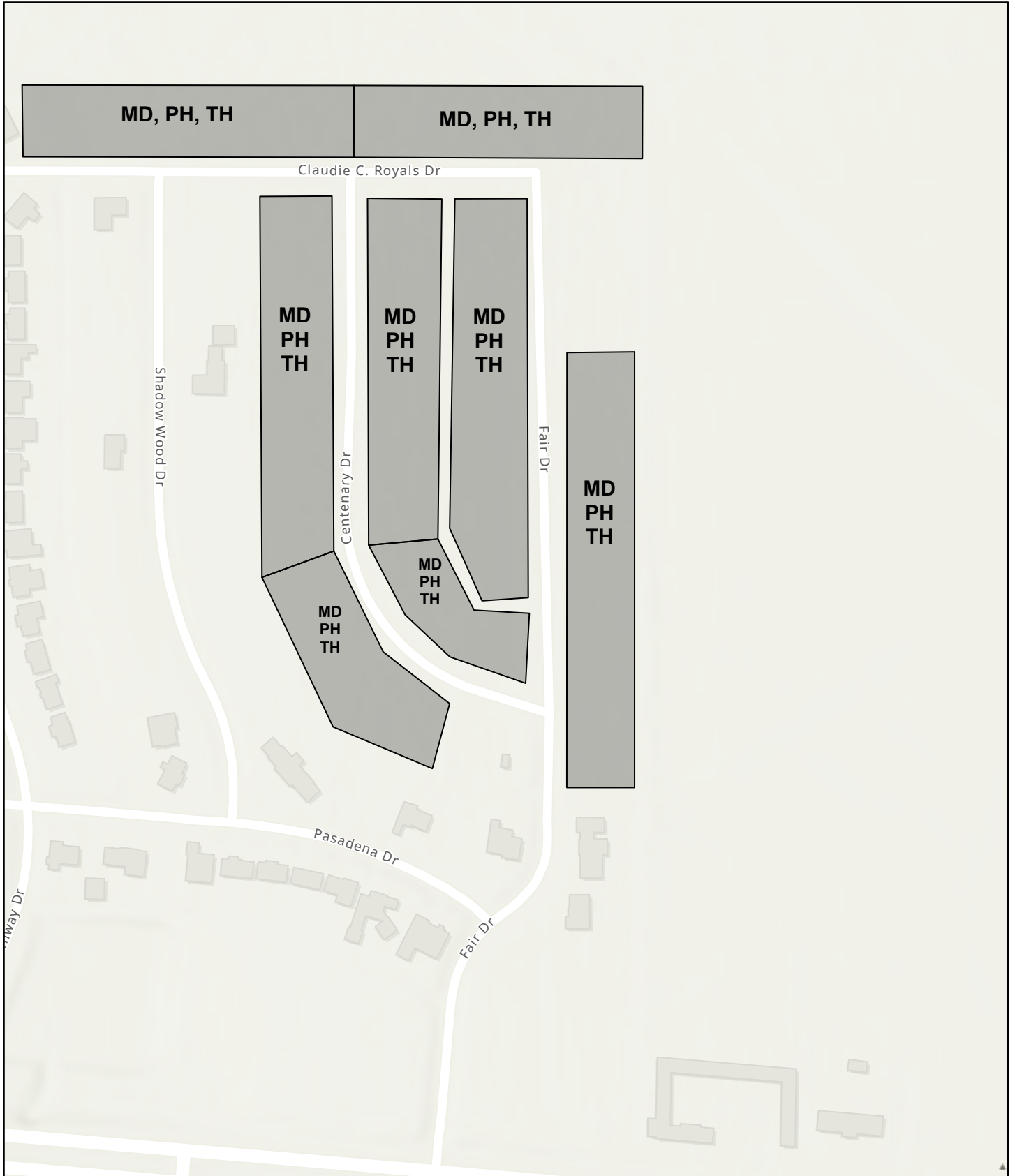
Response:

The desired modifications to the provisions of the base zoning district are essential to align with the future land use map and address the unique circumstances of the property, which has remained vacant since the neighborhood's inception.

A. *Change in Density Requirements*: The proposed modification seeks to adjust the density requirements of the base zoning district to reflect the designation outlined in the future land use map. This modification is necessary to accommodate the evolving needs and growth projections of the community while ensuring consistency with long-term planning objectives.

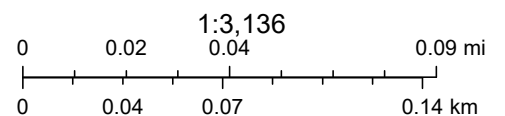
B. *Adjustment of Use Restrictions*: By modifying use restrictions, the proposed changes aim to facilitate the development of the property in accordance with its designated future land use. This adjustment is crucial to unlock the full potential of the site and promote compatible land uses that contribute to the overall vibrancy and sustainability of the neighborhood.

Overall, the modifications to the provisions of the base zoning district are essential to bring the zoning regulations into alignment with the future land use map and address the longstanding vacancy of the property. By adapting the zoning regulations to accommodate the envisioned development and future growth patterns, the modifications serve to revitalize underutilized land and promote sustainable, compatible development within the neighborhood.



6/4/2024

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies,



Planned Development (PD) District Section 2.3.4.5

Applicability:

1. The land is located in close proximity to established residential neighborhoods where conventional zoning classifications may not adequately address neighborhood concerns regarding the quality or compatibility of the adjacent development, and where it may be desirable to the neighborhood, the developer or the City to develop and implement mutually-agreed, enforceable development standards; **Applicability MET**
2. The land, or adjacent property that would be impacted by the development of the land, has sensitive or unique environmental features requiring a more flexible approach to zoning and clustering of uses, or special design standards, in order to afford the best possible protection of the unique qualities of the site or the adjacent property; **Applicability MET**
3. The land consists of older sections of Abilene that are proposed for redevelopment or infill development, and special design considerations are deemed desirable; **Applicability MET**
4. The land is of such a character that it is in the community's best interest to encourage high-quality development through flexible development standards to further the goals and objectives of the City's Comprehensive Plan; **Applicability MET**

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-12

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:

Requestor's Property Zoning: RS-6

Requestor's Proposed Zoning: PDD-186

Your Name:

ROBINSON CURTIS & DORIS

Your Property Address:

317 FAIR DR

Your Parcel ID:

41809

Signature:

Curtis & Doris Robinson

I am in favor of the request ☐

I am opposed to the request ☒

MAY 29 AM 11:29

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-12

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

JUN 6 AM 10:28

Requestor's Parcel ID:

Requestor's Property Zoning: RS-6

Requestor's Proposed Zoning: PDD-186

Your Name:

Your Property Address:

Your Parcel ID:

JBH HOMES LLC

434 SHADOW WOOD DR

37587

I am in favor of the request ☐

I am opposed to the request ☒

Signature:



Holland, Adam <adam.holland@abilenetx.gov>

[Planning] ZONING #Z-2024-12

Tremaine Diles <tmandiles@gmail.com>

Thu, May 23, 2024 at 9:26 PM

To: PLANNING@abilenetx.gov

NAME: TREMAINE DILES

ADDRESS: [441 Shadow Wood Dr, Abilene, TX 79601](#)

PARCEL ID: 40328

I AM OPPOSED TO THE REQUEST

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAK44zDkibE7e%3DdMSnUzHiQQmHvDK%3Dm4uTr%3D99tEd6Hp0nPquNQ%40mail.gmail.com>.

[Planning] Z-2024-12 Opposed

'Kirt Robinson' via Planning Services <planning@abilenetx.gov>

Thu, May 23, 2024 at 3:39 PM

Reply-To: Kirt Robinson <krobinson@fbi.gov>

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Cc: Kirt Robinson <kirt.robinson@gmail.com>

Good afternoon, Mr. Adam Holland,

I hope this letter finds you doing well. My name Kirt Robinson and I currently own **342 Centenary** and reside in **1888 Pasadena Drive**. I'm very concerned with the new proposal of re-zoning Z-2024-12 in my beloved community. It clearly states that this zoning will not affect my property and the truth of the matter is "It will EFFECT my community". Changing the zoning from Medium Density Residential (4) to a Maximum Density of (12) units per acre. This will increase the population, **crime, and safety**, of the retired community. Let's, not forget the traffic count, and taxes that come with any development. The Abilene PD is already short staff and patrols very little in this sector, if any. Everyone in this community is on a fixed budget and very little resources. Please explain to me WHY and WHAT type units? I'm sure they will either become low – income or college apartments in a retired budget community with very little security or policing. There is no infrastructure or water development at this time, so any changes will increase everything associated with this zoning and No resources for the retired community that struggle to pay their current utilities, water, and sanitary bill today. Thank you for giving me the opportunity to express my concerns and I hope you can give some clarity and level of income, or cliental that would be permitted into this space, thank you.

Respectfully,

Kirt D. Robinson

Supervisory Tactical Operation Specialist

Dallas Operations (DOC)

CTOC/CO/LWH/Logistics

FBI Dallas Division

(O)972-559-5550 (C)214-883-9107

krobinson@fbi.gov

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion on the web visit [https://groups.google.com/a/abilenetx.gov/d/msgid/planning/](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/BN0P110MB10156FB93B8971C8B481B9B3A6F4A%40BN0P110MB1015.NAMP110.PROD.OUTLOOK.COM)

[BN0P110MB10156FB93B8971C8B481B9B3A6F4A%40BN0P110MB1015.NAMP110.PROD.OUTLOOK.COM](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/BN0P110MB10156FB93B8971C8B481B9B3A6F4A%40BN0P110MB1015.NAMP110.PROD.OUTLOOK.COM).



REZONE REQUEST

Case: Z-2024-12

Agent: Civetta Solutions

Request: Change the zoning of approximately 12 acres from Residential Single-family (RS-6) to Planned Development District (PDD-187).

Location: 368 Centenary Drive

Notification: 0 in Favor, 4 Opposed

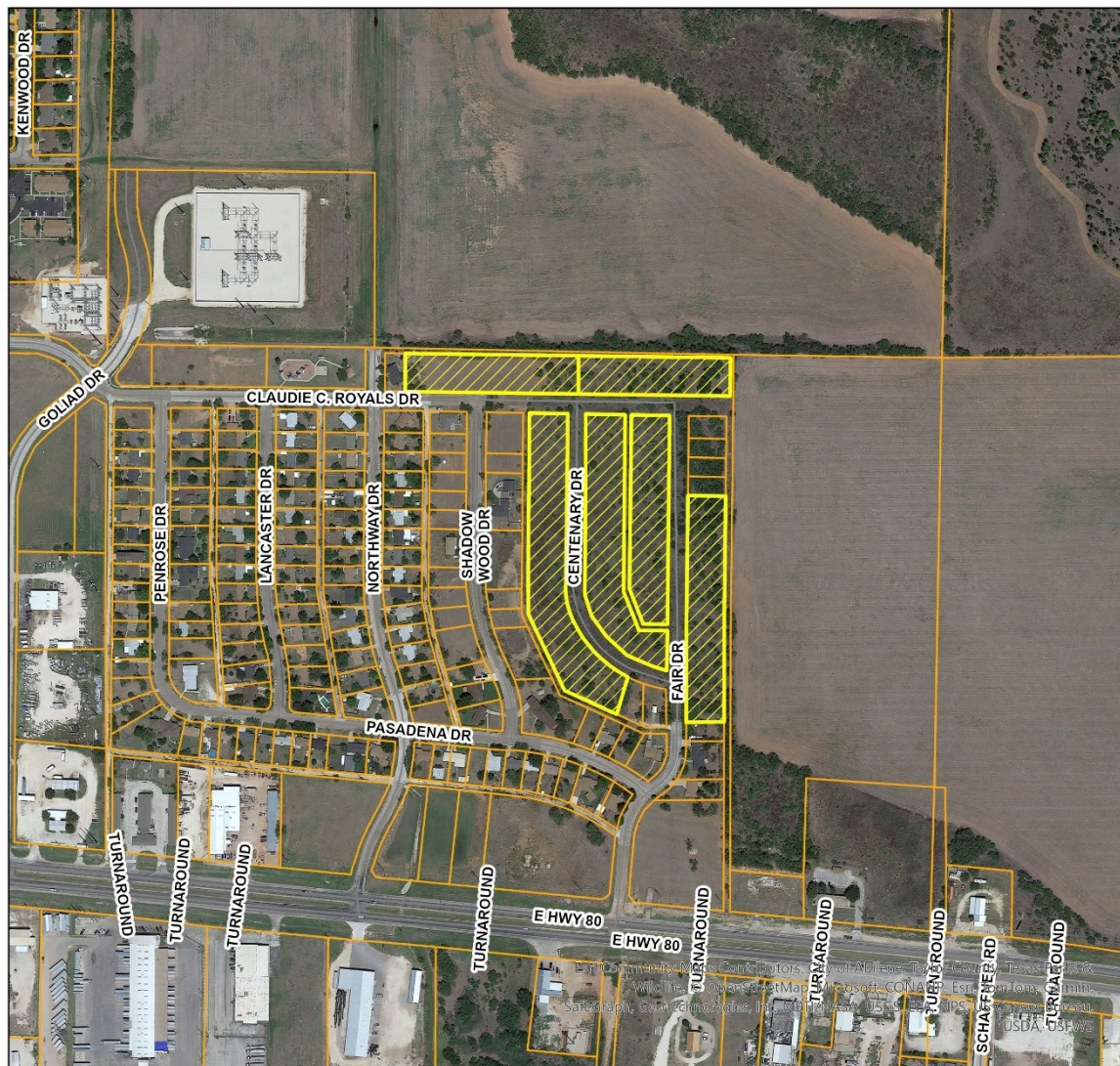
Planning & Zoning: June 4, 2024

Council Hearing: June 27, 2024
July 11, 2024





AERIAL LOCATION MAP



Legend

 Z-2024-12

0.08

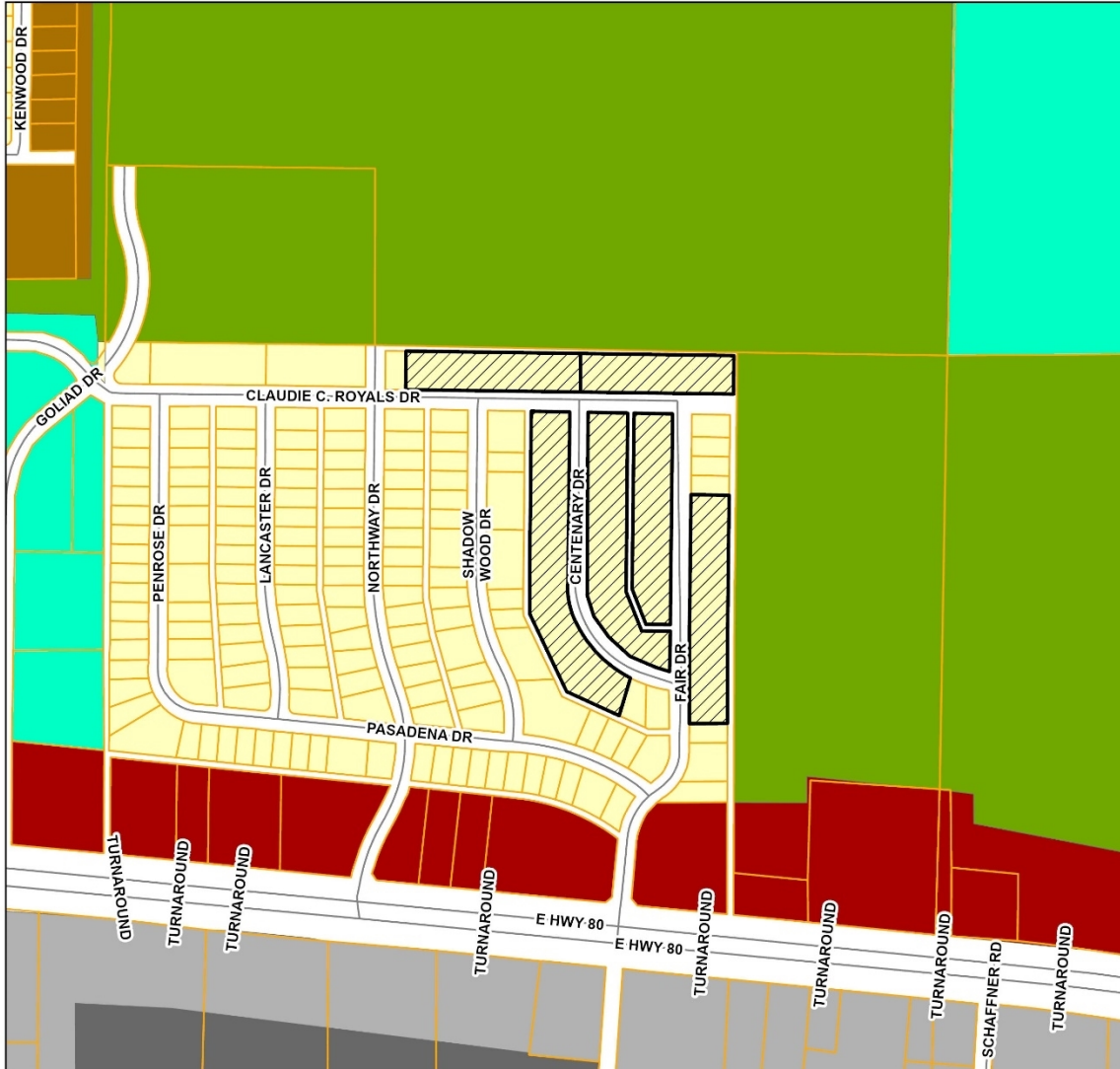
 Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

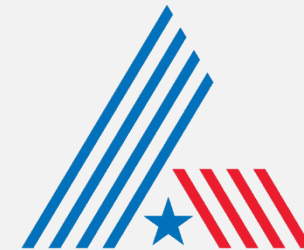


Legend

- Z-2024-12
- Zoning District
- PD (Planned Development)
- PD (Planned Development)
- HI (Heavy Industrial)
- HI (Heavy Industrial)
- LI (Light Industrial)
- LI (Light Industrial)
- HC (Heavy Commercial)
- HC (Heavy Commercial)
- MF (Residential - Multi-family)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- AO (Agricultural Open)

0.08

Miles



CITY OF
ABILENE
TEXAS



VIEWS OF PROPERTIES



Subject Property



West Neighboring Property



North Neighboring Property

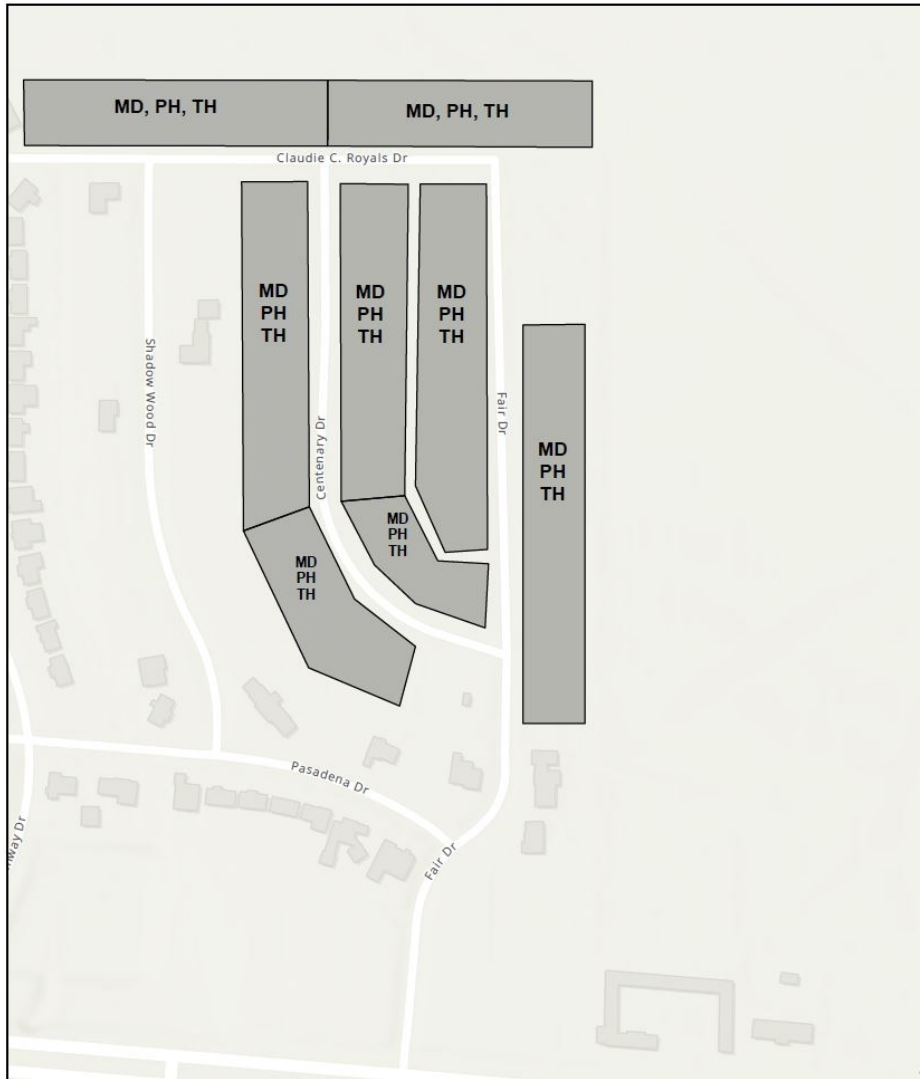


Subject Property



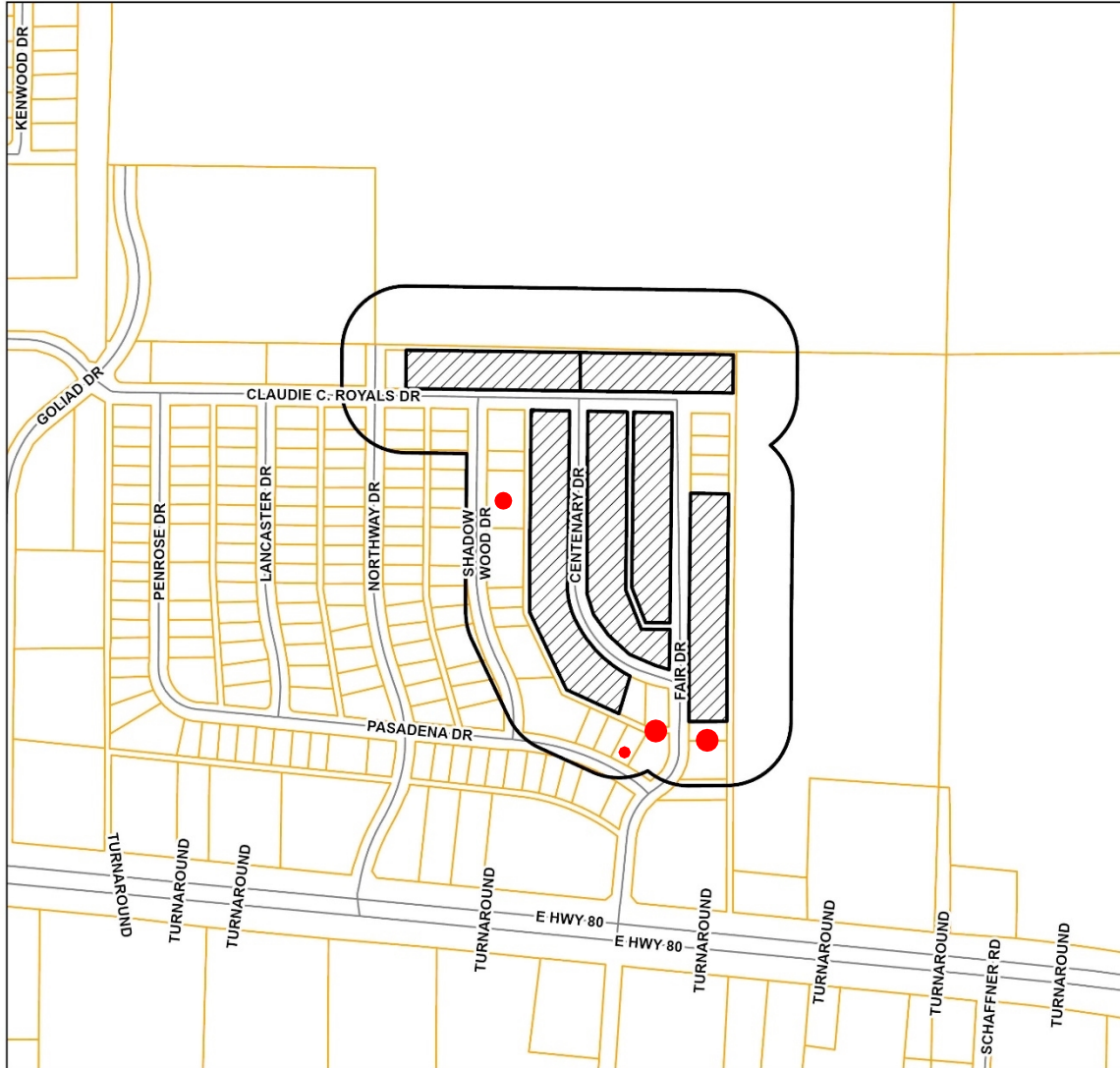


CONCEPTUAL PLAN





NOTIFICATION AREA MAP



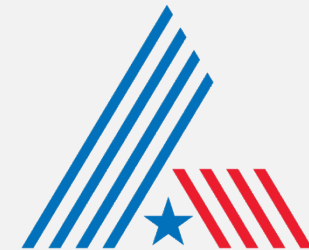
Legend

- Notification Area
- Z-2024-12

0 - in Favor - 

4 - in Opposition - 

5.58 % OPPOSITION



CITY OF
ABILENE
TEXAS

0.08

Miles



FINDINGS AND RECOMMENDATION

The request is consistent with:

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

P&Z Recommendation: **Approval** subject to:

1. Base Zoning: MD with a max of 3 units per lot.
2. Permitted Uses: Patio Home, Townhome, and permitted MD uses, excluding a quadplex. Max 3 units per lot.
3. Development Standards: The development standards of the MD district shall be applicable.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (First Reading) Z-2024-13: Receive a Report, Hold a Discussion, and Take Action on A Request From Walmart Stores Texas, LLC, Represented By Madeline Hart, To Amend The Terms Of The Planned Development District 57 To Allow The Storage Of Shipping Containers At Designated Locations. Located At 4350 Southwest Dr. *(Tim Littlejohn)***

GENERAL INFORMATION

Amend the terms of Planned Development District-57 (PDD-57) to allow the seasonal storage of shipping containers at a designated location.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to the following conditions:

1. The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal shipping containers may only be stored at the locations shown in the proposed site plan.

5. Seasonal shipping containers shall not be stacked on each other or on any other structure.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Z-2024-13 Ordinance (Clean)
2. Z-2024-13 Ordinance (Redline)
3. Staff Report Z-2024-13
4. Concept Plan
5. 4501 Bob-O-Link Drive
6. Presentation Z-2024-13

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-57 AND ORDINANCE NO. 14-1995 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 14-1995, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 27th day of June 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of May, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11th day of July, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11th day of July 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit "A"

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

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

Further, all agreements, provisions, or covenants which govern the use, maintenance, and continued protection of this P.D.D. are hereby incorporated by reference and included as part of this ordinance.

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

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

PART 4: Legal Description. The legal description of this P.D.D. is as follows:
Lot 1, Block 1, in the Wal-Mart Addition, Abilene, Taylor County, Texas.

Located: 4350 Southwest Dr

PART 6: Purpose. The purpose of the Southwest Drive Planned Development District is to integrate the scale of retail building development and activities in the district with less intensive residential use existing to the north and anticipated to the west, as well as with relatively intensive commercial development planned to the east. District regulations described in the following Part 7 are designed to achieve this purpose.

PART 7: Specific Modifications. The following regulations shall govern the use and development of the Planned Development District for Lot 1.

- A. The use of land shall be restricted to retail sales with the following incidental uses:
 - 1. Retail sales of plant material (flowers, small plants, shrubs, trees, garden supplies, and furniture).
 - 2. Automotive repair (tires, batteries, lubrication and incidental repairs).
- B. The site development shall be in accordance with the following regulations and as generally depicted on the site plan attached hereto as Exhibit B.

ORDINANCE NO. _____

1. The building shall be in the general location as indicated in the approved site plan. The minimum setback shall be ninety (90) feet from the northern and western boundaries of Lot 1.
2. The size of the building and lot coverage of the site shall be as generally depicted in the approved site plan. No more than 25% of Lot 1 (or any lot resubdivided within Lot 1) shall be covered with buildings.
3. Buildings shall be limited in height to thirty-five (35) feet, excluding architectural exceptions generally allowed by the Zoning Ordinance of the City of Abilene.
4. Off-street parking spaces shall be provided as a minimum in accordance with the Zoning Ordinance.
5. Off-street loading requirements as a minimum shall consist of one (1) off-street loading space per each 30,000 square feet of building.
6. The number of driveways permitted shall be limited to two on Southwest Drive and one on Catclaw Drive. Driveways shall be at least 250 feet from street intersections. Driveways shall have widths and radii in accordance with City standards; however, the westmost driveway shall have minimum curb return radii of 25 feet.
7. Access from activities located on Lot 1 to the alley bordering the tract on its north side shall be prohibited. Additionally, paving of the alley surface shall not be required.
8. A landscaped area, a minimum of fifty (50) feet in width, shall be extended around the streetside boundary of the lot. Such landscape area shall be located entirely on private property. Landscaping shall mean the planting and maintenance of living materials such as grass, trees, or shrubs. The types and arrangements of trees, shrubs plant materials shall be generally in keeping with the approved site plan. Landscaping shall be installed in association with erection of buildings on Lot 1 prior to occupancy of said building.
9. A solid screening wall of masonry construction, at least seven (7) feet in height, shall be provided along the length of the adjacent residential property on the north of Lot 1 and 280 feet along the northernmost part of the western property line of Lot 1.
10. Wall signage shall be permitted only on walls facing streets; however, no building signage is permitted facing the alley to the north. One free-standing sign will be permitted for the overall building and one free-standing sign will be permitted for the automotive center.
11. The screening wall on the west side of the property shall have sufficient openings at its base to pass the overland flow of stormwater off of the property to the west.
12. Development shall incorporate the berm along the south side of the alley or a replacement berm of sufficient design to accomplish the intended purpose of keeping stormwater from flowing to the residential area.

13. Lighting of the parking lot shall be directed away from the residential areas.
14. Floodway easements, stormwater routing, and on-site detention shall be provided in accordance with the drainage plan required by the Subdivision Regulations. A copy of the drainage plan shall, after approval, be attached to Exhibit "B" of this ordinance.
15. Air conditioning and/or heat generating facilities, and power generating equipment adjacent to any residential area shall be enclosed or meet the Performance Standards of Section 4.2.9.1 of the Land Development Code.
16. Shipping containers shall be allowed seasonally subject to the following conditions:
 - a.) The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
 - b.) All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
 - c.) Fire lanes and driving aisles may not be blocked and must remain open at all times.
 - d.) Seasonal shipping containers may only be stored at the locations shown on the proposed site plan, as amended.
 - e.) Seasonal shipping containers shall not be stacked on each other or on any other structure.

ORDINANCE NO. 14-1995

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING ~~CHAPTER 23, SUBPART E, 'ZONING,' OF THE ABILENE MUNICIPAL CODE,~~ CONCERNING
PDD #57

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.

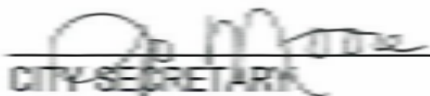
PART 3: That the Planning Director be and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

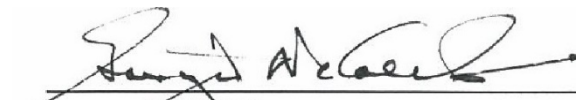
PASSED ON FIRST READING this 9 day of March A.D. 1995.

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 5 day of March, 1995, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 9:00 a.m., on the 23 day of March, 1995, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 23 day of March, A.D. 1995.

ATTEST:


CITY SECRETARY


MAYOR


CITY ATTORNEY

APPROVED:

ORDINANCE NO. ~~14-1995~~

Exhibit "A"

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

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

Further, all agreements, provisions, or covenants which govern the use, maintenance, and continued protection of this P.D.D. are hereby incorporated by reference and included as part of this ordinance.

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

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

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

ORDINANCE NO. 14-1995

EXHIBIT "A"

Page 2

PART 5: Legal Description. The legal description of this P.D.D. is as follows:
Lot 1, Block 1, in the Wal-Mart Addition, Abilene, Taylor County, Texas.

~~Proposed Lot 1:~~

~~BEING an approximate 24.66-acre tract of land situated in the J. C. Donley Survey, Abstract Number 95, City of Abilene, Taylor County, Texas said 24.66-acre tract of land being a portion of Lot 1, Block A, Section 4, Southwest Drive Addition, an addition to the City of Abilene, according to the plat recorded in Taylor County, Plat Records, and a portion of a tract of land as conveyed to Kickapoo Land Company and recorded in Volume 1551 Page 823, Taylor County Deed Records, said 24.66-acre tract of land being more particularly described by metes and bounds as follows:~~

~~BEGINNING at a railroad spike found in the west right-of-way line of Catelaw Drive (a 60' wide public right-of-way), said point being the northeast corner of said Lot 1, Block A, Section 4, Southwest Drive Addition and also being in a curve to the right whose radius is 816.89 feet and long chord bears South 08° 52' 14" west, 245.94 feet.~~

~~THENCE along said right-of-way line and along said curve in a southerly direction, through a central angle of 17° 18' 57", an arc length of 246.88 feet to a 1/2" iron pin found;~~

~~THENCE South 17° 31' 43" West, along said right-of-way line, a distance of 32.83 feet to a 1/2" iron pin found at the beginning of a curve to the left whose radius is 442.31 feet and long chord bears South 14° 32' 08" West, 46.19 feet;~~

~~THENCE along said right-of-way line and along said curve, in a southerly direction, through a central angle of 5° 59' 09", an arc length of 46.21 feet;~~

~~THENCE leaving said right-of-way and beginning at a curve to the right whose radius is 115.00 feet and long chord bears North 64° 07' 15" West, 51.83 feet;~~

~~THENCE along said curve in a westerly direction through a central angle of 26° 02' 39" an arc length of 52.27 feet to the beginning of a curve to the left whose radius is 235.00 feet and long chord bears North 64° 17' 06" West, 107.22 feet;~~

~~THENCE along said curve in a westerly direction through a central angle of 26° 22' 22" an arc length of 108.17 feet;~~

~~THENCE North 77° 28' 17" west a distance of 157.50 feet;~~

~~THENCE South 17° 28' 17" East a distance of 217.07 feet to the beginning of a curve to the right whose radius is 265.00 feet and long chord bears South 02° 28' 17" East, 137.17 feet;~~

~~THENCE along said curve in a southerly direction, through a central angle of 30° 00' 00", an arc length of 138.75 feet.~~

00059

ORDINANCE NO. 14-1995

EXHIBIT "A"

Page 3

~~THENCE South 12°31'43" West a distance of 63.52 feet to the beginning of a curve to the left whose radius is 85.00 feet and long chord bears South 09°58'17" East, 65.06 feet;~~

~~THENCE along said curve in a southerly direction through a central angle of 45°00'00" an arc length of 66.76 feet;~~

~~THENCE South 32°28'17" East a distance of 103.99 feet to a point in the northerly right-of-way line of Southwest Boulevard (a 120' wide public right-of-way);~~

~~THENCE South 57°31'43" West, along said right-of-way line, a distance of 330.02 feet;~~

~~THENCE North 77°28'17" West leaving said right-of-way a distance of 389.71 feet;~~

~~THENCE South 12°31'43" West a distance of 125.45 feet to the beginning of curve to the left whose radius is 200.00 feet and long chord bears South 09°58'17" East, 153.07 feet;~~

~~THENCE along said curve in a southerly direction through a central angle of 45°00'00", an arc length of 157.08;~~

~~THENCE South 32°28'17" East to a point on said right-of-way a distance of 45.44 feet;~~

~~THENCE South 57°31'43" West continuing along said right-of-way a distance of 66.00 feet to a 5/8" iron pin set;~~

~~THENCE North 32°28'17" West, a distance of 39.44 feet to a 5/8" iron pin set at the beginning of a curve to the right whose radius is 260.00 feet and long chord bears North 20°48'25" West, 107.35 feet;~~

~~THENCE along said curve in a northwesterly direction, through a central angle of 23°19'46", an arc length of 105.87 feet to a 5/8" iron pin set;~~

~~THENCE North 09°08'32" west, a distance of 171.63 feet to a 5/8" iron pin set;~~

~~THENCE North 77°28'17" West, a distance of 418.44 feet to a 5/8" iron pin set;~~

~~THENCE North 02°23'13" East, a distance of 535.85 feet to a 5/8" iron pin set;~~

~~THENCE North 12°31'43" East, a distance of 297.64 feet to a 5/8" iron pin set in the south line of a 15' wide alley as shown on the plat of Wyndrock, Section 5, an addition to the City of Abilene, according to the plat recorded in Taylor County, Plat Records;~~

~~THENCE South 89°48'21" East, along the south line of said alley, a distance of 633.51 feet to a 5/8" iron pin set at the northwest corner of the aforementioned plat of Lot 1, Block A, Section 4, Southwest Drive Addition;~~

ORDINANCE NO. 14-1995

EXHIBIT "A"

Page 4

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~~THENCE South 00°11'39" West, a distance of 4.77 feet to a point in the south line of a 20' wide alley according to said plat of Lot It Block A;~~

~~THENCE South 89°47'17" East, along the south line of said 20' alley, a distance of 376.71 feet to a 5/8" iron pin set;~~

~~THENCE North 83°05'13" East, a distance of 40.30 feet to a 5/8" iron pin set;~~

~~THENCE South 89°47'17" East, a distance of 281.15 feet to the POINT OF BEGINNING and containing, an approximate 24.66 acres of land.~~

Located: 4350 Southwest Dr

~~Southwest corner of Southwest & Catelaw Drives~~

PART 6: Purpose. The purpose of the Southwest Drive Planned Development District is to integrate the scale of retail building development and activities in the district with less intensive residential use existing to the north and anticipated to the west, as well as with relatively intensive commercial development planned to the east. District regulations described in the following Part 7 are designed to achieve this purpose.

PART 7: Specific Modifications. The following regulations shall govern the use and development of the Planned Development District for Lot 1.

- A. The use of land shall be restricted to retail sales with the following incidental uses:
1. Retail sales of plant material (flowers, small plants, shrubs, trees, garden supplies, and furniture).
 2. Automotive repair (tires, batteries, lubrication and incidental repairs).
- B. The site development shall be in accordance with the following regulations and as generally depicted on the site plan attached hereto as Exhibit B.
1. The building shall be in the general location as indicated in the approved site plan. The minimum setback shall be ninety (90) feet from the northern and western boundaries of Lot 1.
 2. The size of the building and lot coverage of the site shall be as generally depicted in the approved site plan. No more than 25% of Lot 1 (or any lot resubdivided within Lot 1) shall be covered with buildings.
 3. Buildings shall be limited in height to thirty-five (35) feet, excluding architectural exceptions generally allowed by the Zoning Ordinance of the City of Abilene.
 4. Off-street parking spaces shall be provided as a minimum in accordance with the Zoning Ordinance.
 5. Off-street loading requirements as a minimum shall consist of one (1) off-street loading space per each 30,000 square feet of building.
 6. The number of driveways permitted shall be limited to two on Southwest Drive and one on Catclaw Drive. Driveways shall be at least 250 feet from street intersections. Driveways shall have widths and radii in accordance with City standards; however, the westmost driveway shall have minimum curb return radii of 25 feet.
 7. Access from activities located on Lot 1 to the alley bordering the tract on its north side shall be prohibited. Additionally, paving of the alley surface shall not be required.

00062

ORDINANCE NO. 14-1995

EXHIBIT "A"

Page 6

8. A landscaped area, a minimum of fifty (50) feet in width, shall be extended around the streetside boundary of the lot. Such landscape area shall be located entirely on private property. Landscaping shall mean the planting and maintenance of living materials such as grass, trees, or shrubs. The types and arrangements of trees, shrubs plant materials shall be generally in keeping with the approved site plan. Landscaping shall be installed in association with erection of buildings on Lot 1 prior to occupancy of said building.
9. A solid screening wall of masonry construction, at least seven (7) feet in height, shall be provided along the length of the adjacent residential property on the north of Lot 1 and 280 feet along the northernmost part of the western property line of Lot 1.
10. Wall signage shall be permitted only on walls facing streets, however, no building signage is permitted facing the alley to the north. One free-standing sign will be permitted for the overall building and one free-standing sign will be permitted for the automotive center.
11. The screening wall on the west side of the property shall have sufficient openings at its base to pass the overland flow of stormwater off of the property to the west.
12. Development shall incorporate the berm along the south side of the alley or a replacement berm of sufficient design to accomplish the intended purpose of keeping stormwater from flowing to the residential area.
13. Lighting of the parking lot shall be directed away from the residential areas.
14. Floodway easements, stormwater routing, and on-site detention shall be provided in accordance with the drainage plan required by the Subdivision Regulations. A copy of the drainage plan shall, after approval, be attached to Exhibit "B" of this ordinance.
15. Air conditioning and/or heat generating facilities, and power generating equipment adjacent to any residential area shall be enclosed or meet the Performance Standards of Section ~~23-316 of the Zoning Ordinance.~~ 4.2.9.1 of the Land Development Code.
16. ~~If development does not ensue within one year after the approval of this ordinance by the City Council, the Planning and Zoning Commission shall recommend that the development be rezoned to its former status or extend the development period as it deems appropriate.~~

ORDINANCE NO. 14-1995

EXHIBIT "A"

Page 7

Shipping containers shall be allowed seasonally subject to the following conditions:

- a.) The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
- b.) All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
- c.) Fire lanes and driving aisles may not be blocked and must remain open at all times.
- d.) Seasonal shipping containers may only be stored at the locations shown on the proposed site plan, as amended.
- e.) Seasonal shipping containers shall not be stacked on each other or on any other structure.

-END-

00063

ZONING CASE Z-2024-13

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 4, 2024
City Council 1st Reading: June 27, 2024
City Council 2nd Reading: July 11, 2024

Applicant

Owner: Walmart Stores Texas, LLC
Agent: Madeline Hart

Case Manager

Clarissa Ivey – Planner

Request

Amend the terms of Planned Development District-57 (PDD-57) to allow the seasonal storage of shipping containers at a designated location.

Location

4350 Southwest Drive, Lot 1, Block 1 of the Wal-Mart Addition, Abilene, Taylor County, Texas.

Background

In March 1995, PDD-57 was created to integrate retail development in the district with less intensive residential use to the north and higher intensity commercial development to the east.

Existing Uses/Zoning

PDD-57 encompasses limits land uses to retail sales, retail sales of seasonal plant material, and automotive repair (tires, batteries, lubrication, and incidental repairs). Residential uses are north of PDD-57. All other surroundings uses are retail and commercial.

Proposed Modification

The applicant indicates that the storage of shipping containers is necessary during the Christmas shopping season in order to maintain store inventory between October and New Year's Day. The applicant and staff have been coordinating to find a solution that satisfies the needs of the applicant and the needs of the City with respect to maintaining fire lanes, parking lot drive aisles, and neat site appearance from the right-of-way view. The applicant has agreed to abide by the following conditions:

1. The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal shipping containers may only be stored at the locations shown on the proposed site plan.
5. Seasonal shipping containers shall not be stacked on each other or on any other structure.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider

the following factors:

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

The proposed amendment to PDD-57 is consistent with the original rationale to establish PDD-57 and would not diminish or affect the purposes of the Comprehensive Plan and Future Land Use Map.

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

The proposed amendment to allow the seasonal storage of shipping containers at the location designated on the proposed site plan will not adversely affect the residences north of the subject property and would limit the amount of shipping containers on the site, prevent the containers from blocking or interfering with fire lanes and traffic circulation aisles or reducing the number of required parking spaces.

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

The proposed amendment will not interfere with any existing or proposed plans for this area.

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

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal shipping containers may only be stored at the locations shown on the proposed site plan, as amended.
5. Seasonal shipping containers shall not be stacked on each other or on any other structure.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

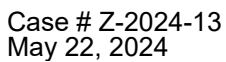
OWNER	PROP_ID	SITUS	RESPONSE
ABILENE INNS LLC	23654	3112 S CLACK ST	
ALLEN PAMELA Y	25266	4509 BOB-O-LINK DR	
ANDREWS TENA C	92222	4426 BOB-O-LINK DR	
BAGGENSTOS ADAM CARL	92224	4442 BOB-O-LINK DR	
BALAJI ABILENE LLC	64239	3018 CATCLAW DR	
BALAJI CW LLC	64360	3050 CATCLAW DR	
BHUJEL NARAYAN	23207	3226 BIRCH DR	
BLK GOLD LLC	92221	4418 BOB-O-LINK DR	
BOBBY COX COMPANIES INC	60405	4166 SOUTHWEST DR	
BOOTH KIMBERLY J	25143	4517 BOB-O-LINK DR	
CARISTA LOUIS JR	27059	4325 BOB-O-LINK DR	
CKWSM INVESTMENTS LLC	64615	4101 BOB-O-LINK DR	
CONCHO RED TRUST	27618	4225 BOB-O-LINK DR	
CONDER TONY	60402	4150 Y SOUTHWEST DR	
CORNELL ELIZABETH ANN	25911	4441 BOB-O-LINK DR	
CROWELL SARA V	92215	4334 BOB-O-LINK DR	
DAVIS ALFRED R & LINDA KAY	26153	4425 BOB-O-LINK DR	
DRURY JAMES H	26277	4417 BOB-O-LINK DR	
FIRST ABILENE FEDERAL CREDIT UNION	91094	3324 CATCLAW DR	
FISKE KYLE	26395	4401 BOB-O-LINK DR	
FRANKLIN REAL ESTATE VENTURES LTD	95945	4325 SOUTHWEST DR	
GARCIA JORGE & JULIE M	26035	4433 BOB-O-LINK DR	
HD DEVELOPMENT PROPERTIES LP	104890	4590 SOUTHWEST DR	
HILL DANIKA DIANNE	26534	4357 BOB-O-LINK DR	
HOBBS KENNETH RAY &	26937	4333 BOB-O-LINK DR	
HOPPER DEVELOPMENT CORP	104891	4450 SOUTHWEST DR	
HUDSON ROCHELLE LEA	25790	4449 BOB-O-LINK DR	
JENSEN SANDRA LEE	92226	4458 BOB-O-LINK DR	
LE VU	92216	4342 BOB-O-LINK DR	
LITHIA REAL ESTATE INC	109783	4449 SOUTHWEST DR	
MARTINEZ TONY B &	25389	4501 BOB-O-LINK DR	O
MILLER RYAN & HEATHER	92219	4402 BOB-O-LINK DR	
MORRISON REBECA	26661	4349 BOB-O-LINK DR	
MYERS MELLANIE R	25526	4465 BOB-O-LINK DR	
PROCTOR JUDY &	27491	4301 BOB-O-LINK DR	
RECORD GREGORY FRANK	92223	4434 BOB-O-LINK DR	
REID DAWN M	92220	4410 BOB-O-LINK DR	
SCOTT J PROPERTIES- 4317 BOB O LINK DR	27188	4317 BOB-O-LINK DR	

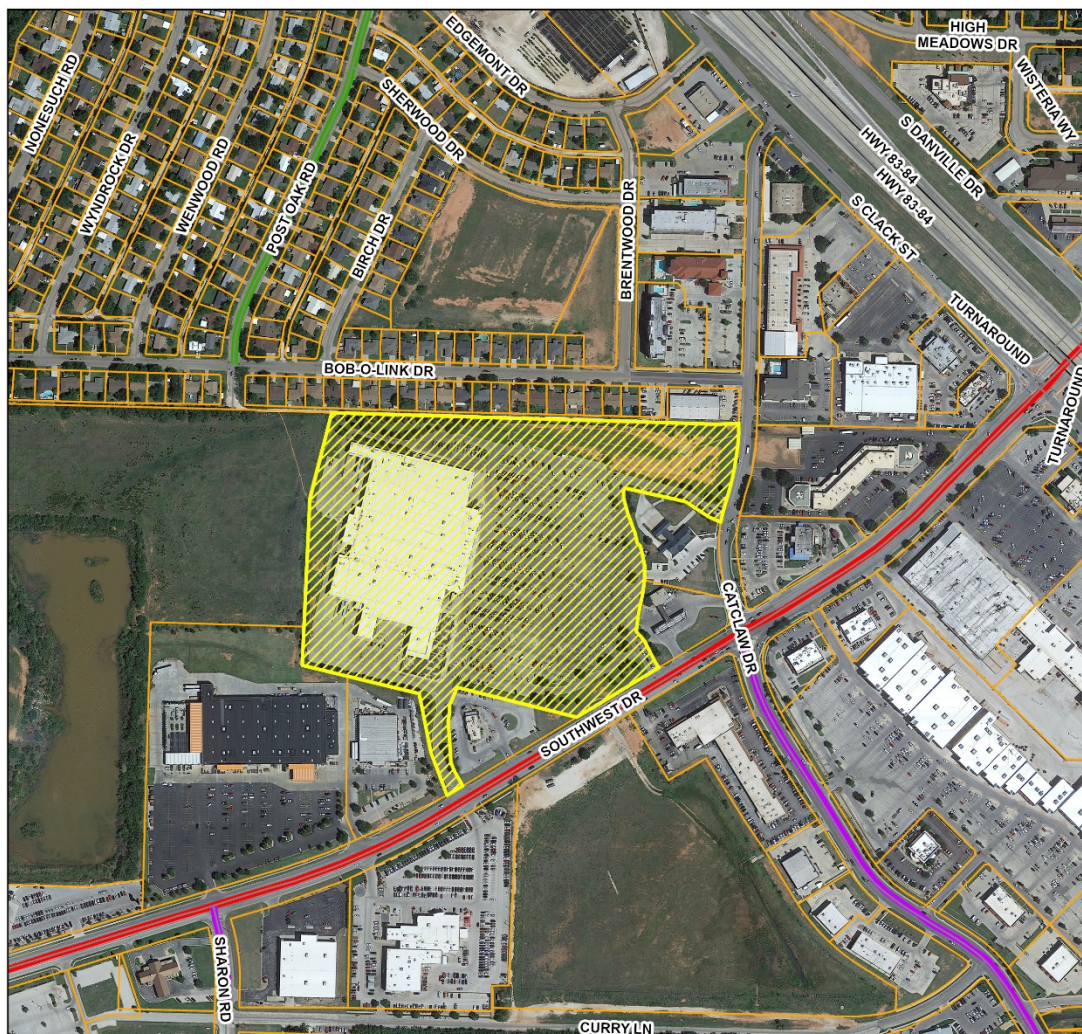
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SHEPHERD ASSET MANAGEMENT LLC	26807	4341 BOB-O-LINK DR	
SINGH PARMINDER & SANDEEP KAUR	92217	4350 BOB-O-LINK DR	
SKINNYS INC	93917	3350 CATCLAW DR	
STOKES RICHARD R & ANGELA	25671	4457 BOB-O-LINK DR	
THOMPSON OMAR ALEXANDER	27363	4309 BOB-O-LINK DR	
WAL-MART STORES #DIVISION STORE	91092	4350 SOUTHWEST DR	
WATSON JACK & NORMITA	92218	4358 BOB-O-LINK DR	
WEND-ABILENE REALTY LP	91093	4374 SOUTHWEST DR	
WHITEHEAD SCOTTIE & PENNY QUAN	1006071	4450 BOB-O-LINK DR	
WICHNER JUSTIN ANDREW & TIMEA	92214	4326 BOB-O-LINK DR	

OWNER	PROP_ID	SITUS	RESPONSE
BHUJEL NARAYAN	23207	3226 BIRCH DR	
ABILENE INNS LLC	23654	3112 S CLACK ST	
BOOTH KIMBERLY J	25143	4517 BOB-O-LINK DR	
ALLEN PAMELA Y	25266	4509 BOB-O-LINK DR	
MARTINEZ TONY B &	25389	4501 BOB-O-LINK DR	O
MYERS MELLANIE R	25526	4465 BOB-O-LINK DR	
STOKES RICHARD R & ANGELA	25671	4457 BOB-O-LINK DR	
HUDSON ROCHELLE LEA	25790	4449 BOB-O-LINK DR	
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DRURY JAMES H	26277	4417 BOB-O-LINK DR	
FISKE KYLE	26395	4401 BOB-O-LINK DR	
HILL DANIKA DIANNE	26534	4357 BOB-O-LINK DR	
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CARISTA LOUIS JR	27059	4325 BOB-O-LINK DR	
SCOTT J PROPERTIES- 4317 BOB O LINK DR LLC	27188	4317 BOB-O-LINK DR	
THOMPSON OMAR ALEXANDER	27363	4309 BOB-O-LINK DR	
PROCTOR JUDY &	27491	4301 BOB-O-LINK DR	
CONCHO RED TRUST	27618	4225 BOB-O-LINK DR	
CONDER TONY	60402	4150 Y SOUTHWEST DR	
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BALAJI ABILENE LLC	64239	3018 CATCLAW DR	
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CKWSM INVESTMENTS LLC	64615	4101 BOB-O-LINK DR	
WAL-MART STORES #DIVISION STORE	91092	4350 SOUTHWEST DR	
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CROWELL SARA V	92215	4334 BOB-O-LINK DR	
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SINGH PARMINDER & SANDEEP KAUR	92217	4350 BOB-O-LINK DR	
WATSON JACK & NORMITA	92218	4358 BOB-O-LINK DR	
MILLER RYAN & HEATHER	92219	4402 BOB-O-LINK DR	
REID DAWN M	92220	4410 BOB-O-LINK DR	
BLK GOLD LLC	92221	4418 BOB-O-LINK DR	
ANDREWS TENA C	92222	4426 BOB-O-LINK DR	
RECORD GREGORY FRANK	92223	4434 BOB-O-LINK DR	
BAGGENSTOS ADAM CARL	92224	4442 BOB-O-LINK DR	
JENSEN SANDRA LEE	92226	4458 BOB-O-LINK DR	
CITY OF ABILENE	92227	3210 BRENTWOOD DR	
SKINNYS INC	93917	3350 CATCLAW DR	
FRANKLIN REAL ESTATE VENTURES LTD	95945	4325 SOUTHWEST DR	
HD DEVELOPMENT PROPERTIES LP	104890	4590 SOUTHWEST DR	
HOPPER DEVELOPMENT CORP	104891	4450 SOUTHWEST DR	
LITHIA REAL ESTATE INC	109783	4449 SOUTHWEST DR	
WHITEHEAD SCOTTIE & PENNY QUAN	1006071	4450 BOB-O-LINK DR	

NOTIFICATION MAP





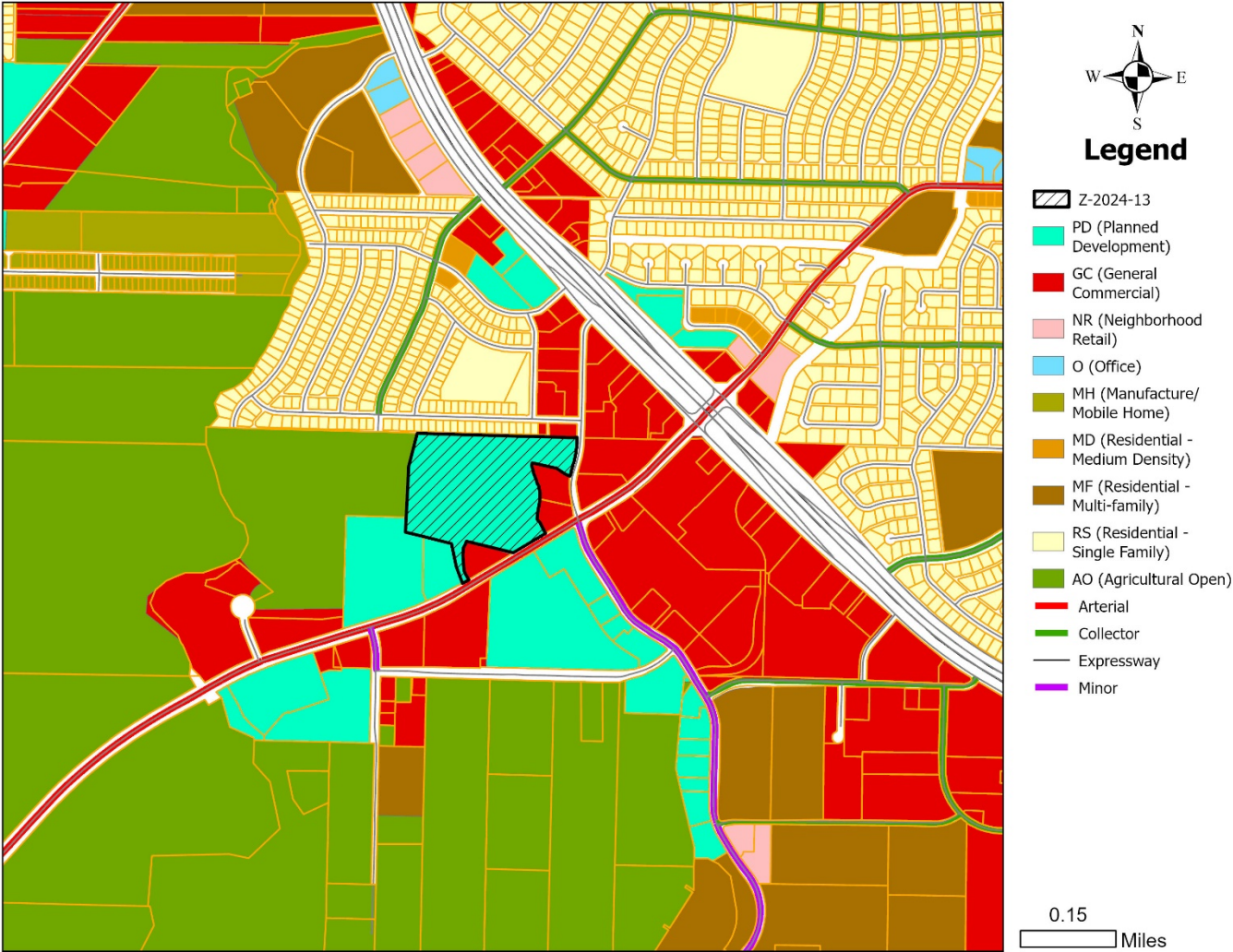
Legend

- Z-2024-13
- Arterial
- Collector
- Expressway
- Minor

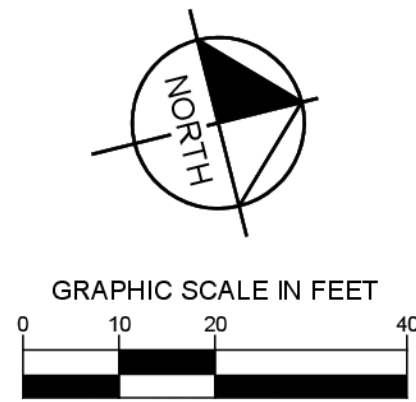
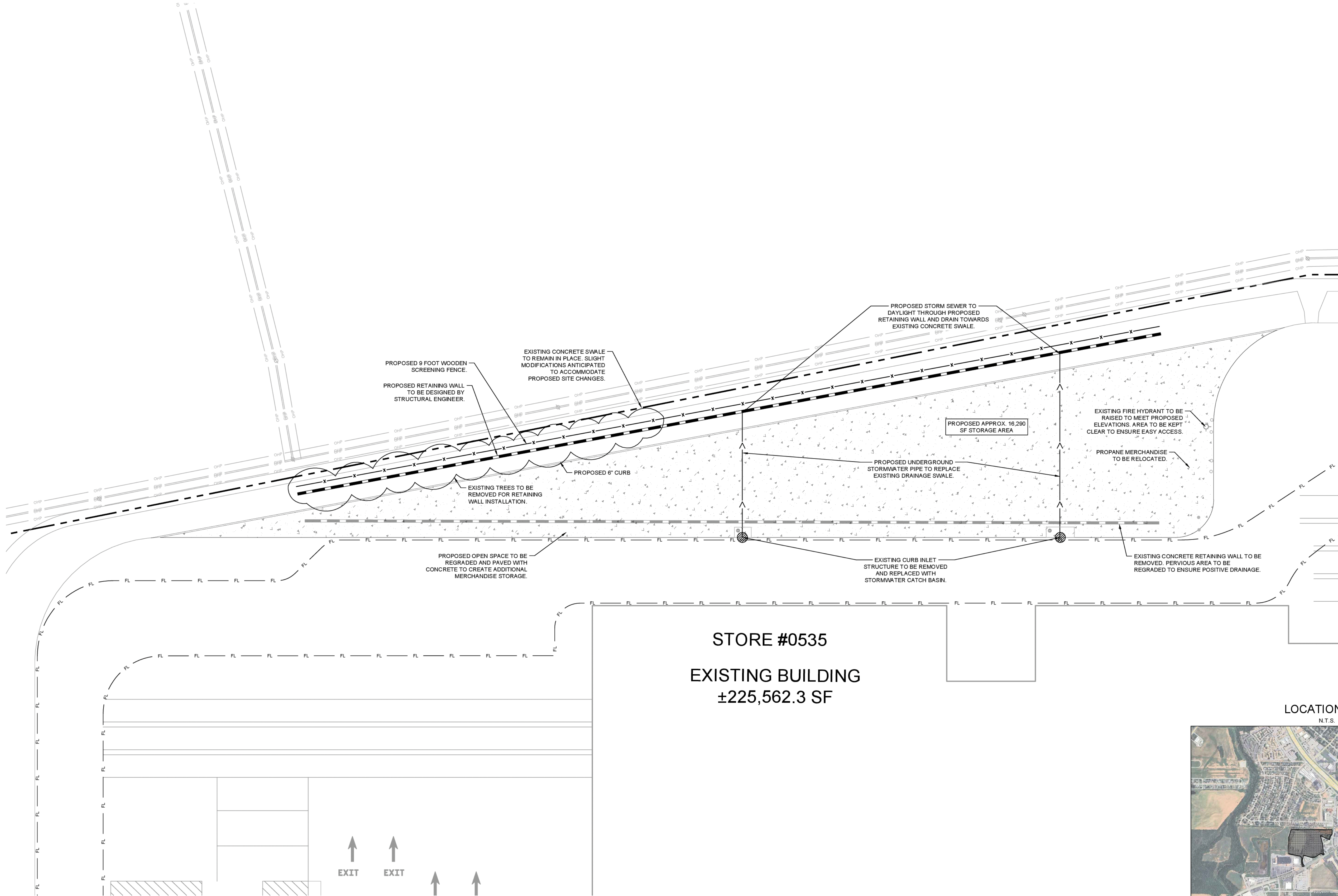
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Miles

ZONING MAP



Plotted By: Hort, Madeline Date: April 29, 2024 10:25:17pm File Path: K:\GIS\DEV\WALMART\Walmart_0535_Abilene, TX\2024\CADD\EXHIBITS\G-Drawing
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



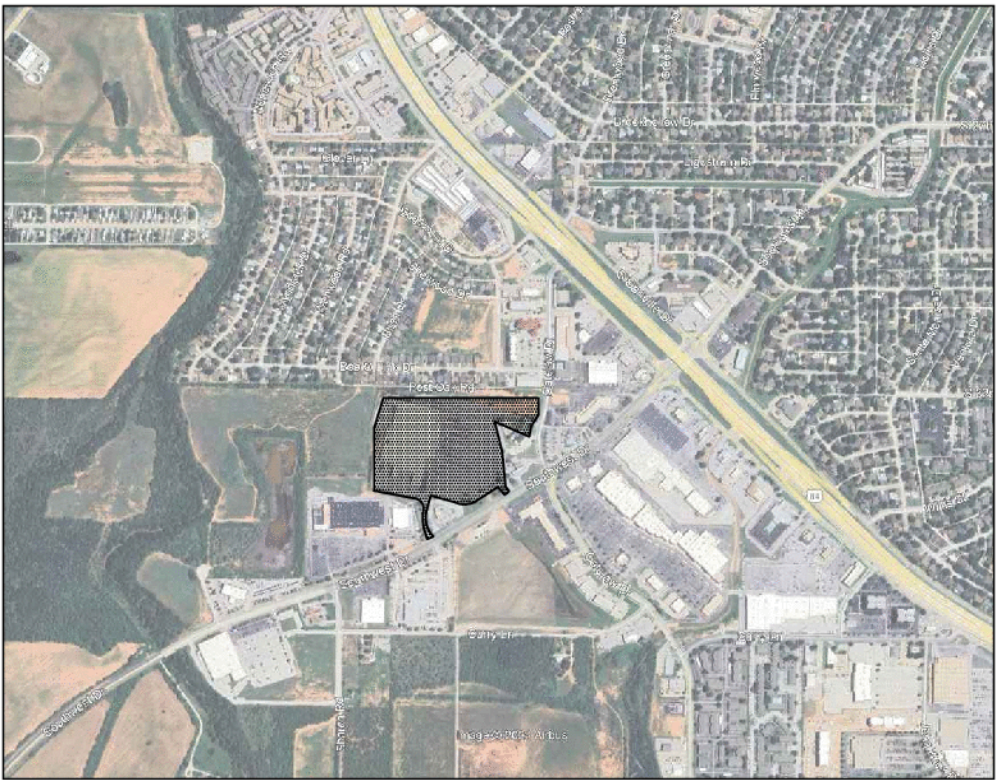
LEGEND

	PROPERTY LINE
	EXISTING OVERHEAD POWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING CURB INLET
	EXISTING BOLLARD
	PROPOSED STORM SEWER LINE
	PROPOSED RETAINING WALL
	PROPOSED FIRE LANE
	PROPOSED BOLLARD
	PROPOSED CONCRETE PAD
	PROPOSED LANDSCAPE
	PROPOSED LANDSCAPE
	PROPOSED 6\"/>

SITE NOTES

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUB GRADE PREPARATION REQUIREMENTS.
2. COORDINATE INFORMATION FOR RETAINING WALLS ARE LOCATED AT THE FACE OF THE EXPOSED WALL AT GROUND SURFACE ELEVATIONS.
3. ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
4. ALL CURB RADII ARE 2' UNLESS NOTED OTHERWISE.
5. RETAINING WALL MATERIAL AND TYPE SHALL BE APPROVED BY THE OWNER.

LOCATION MAP
N.T.S.



Know what's below.
Call before you dig.

SCALE	AS SHOWN	DESIGNED BY	MDH	DRAWN BY	MDH	CHECKED BY	CAK
NOT FOR CONSTRUCTION							
PROPOSED CONCEPT PLAN							
STORE 0535 4350 SOUTHWEST DRIVE CITY OF ABILENE, TEXAS							
DATE 04/29/24							
PROJECT NO. 168081087							
SHEET NUMBER 1 OF 1							
REVISIONS							
DATE							

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-13

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services**PO BOX 60, Abilene, TX 79604-0060.**

MAY 29 AM 11:30

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 91092

Subject Property Zoning: PDD-57

Subject Proposed Zoning: PDD-57

Your Name:

MARTINEZ TONY B
&I am in favor of the request ☐

Your Property Address:

4501 BOB-O-LINK
DR

Your Parcel ID:

25389

I am opposed to the request ☒

Signature:





PLANNED DEVELOPMENT

Case: Z-2024-13

Owner: Wal-Mart Stores Texas, LLC

Agent: Madeline Hart

Request: Amend the terms of the Planned Development District, PDD-57 to allow the seasonal storage of shipping containers at a designated location.

Location: 4350 Southwest Drive

Notification: 0 in Favor, 1 Opposed

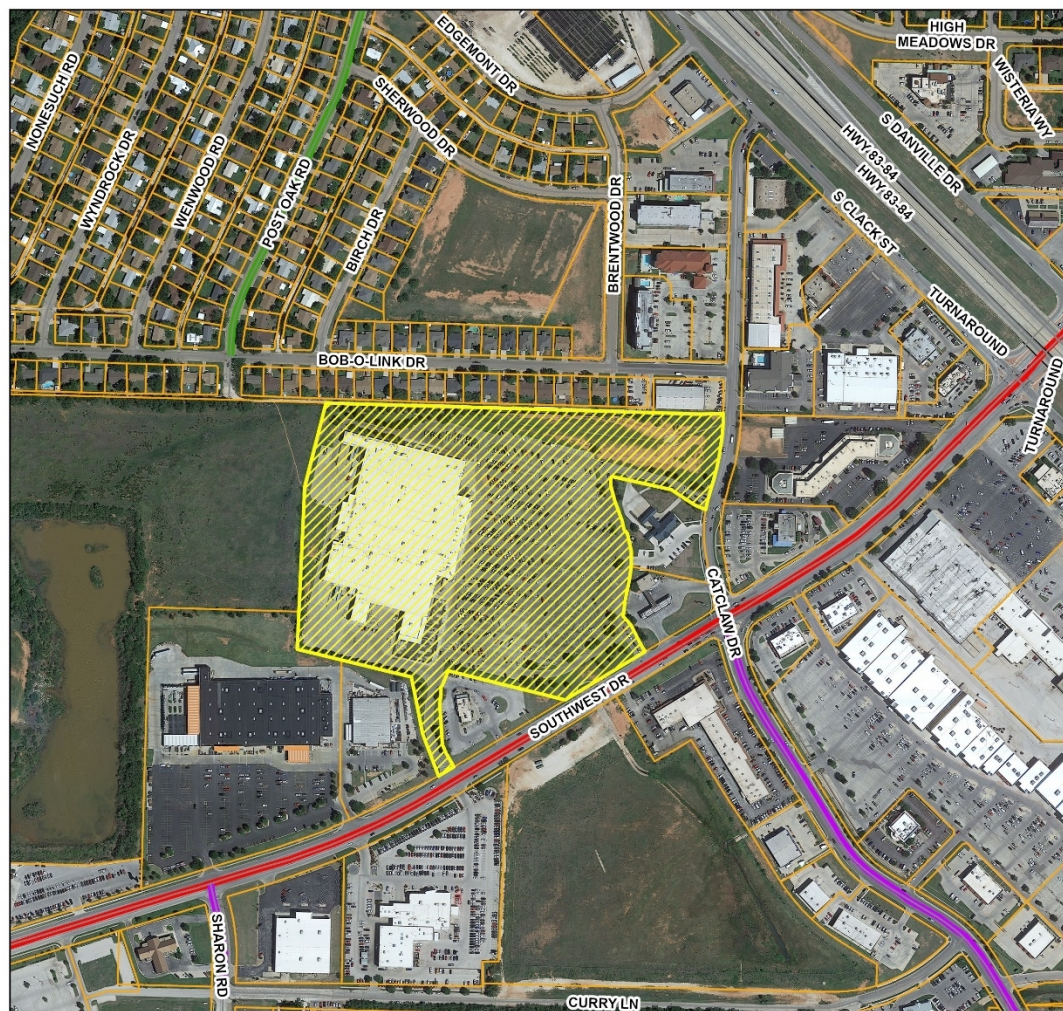
Planning & Zoning: June 4, 2024

Council Hearing: June 27, 2024
July 11, 2024





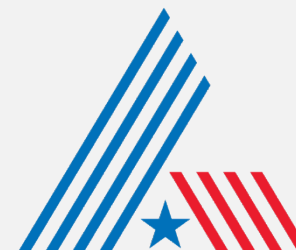
AERIAL LOCATION MAP



Legend

- Z-2024-13
- Arterial
- Collector
- Expressway
- Minor

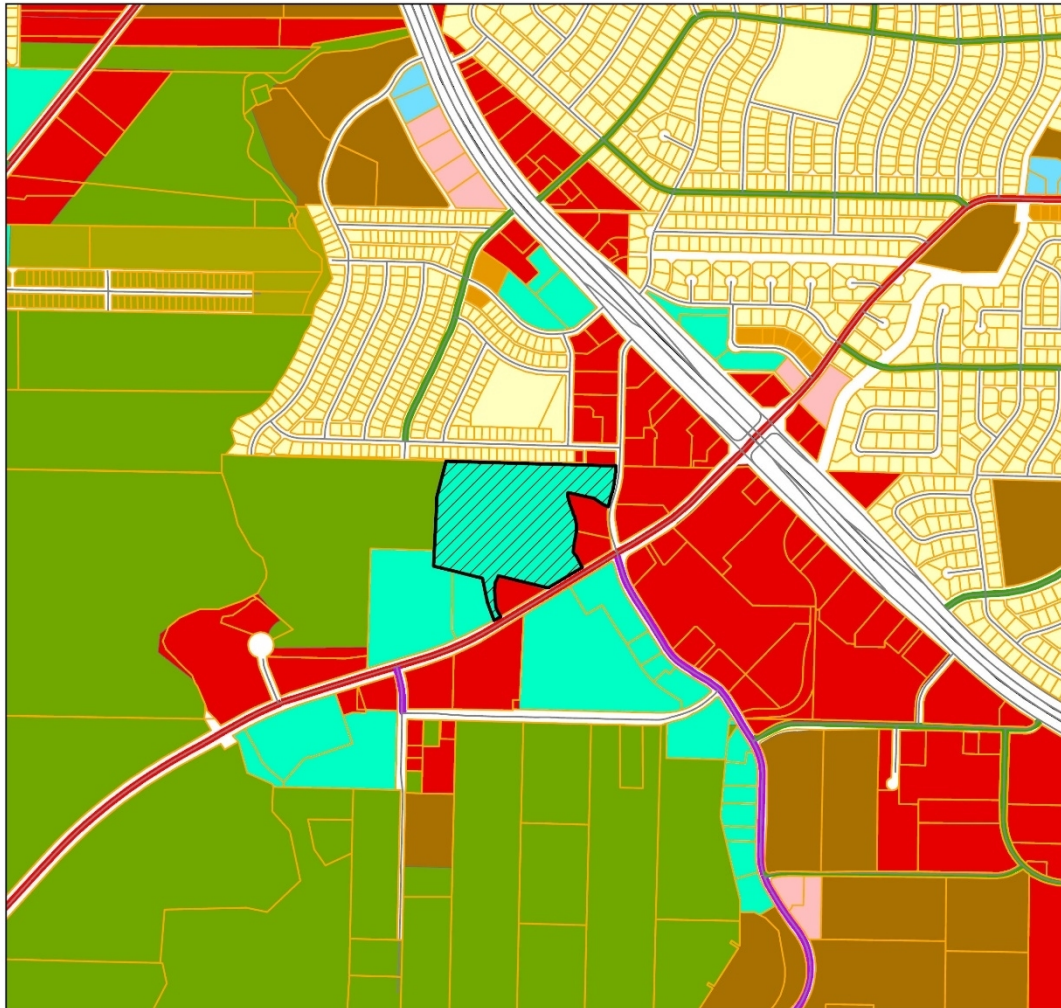
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Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2024-13
- PD (Planned Development)
- GC (General Commercial)
- NR (Neighborhood Retail)
- O (Office)
- MH (Manufacture/ Mobile Home)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector
- Expressway
- Minor

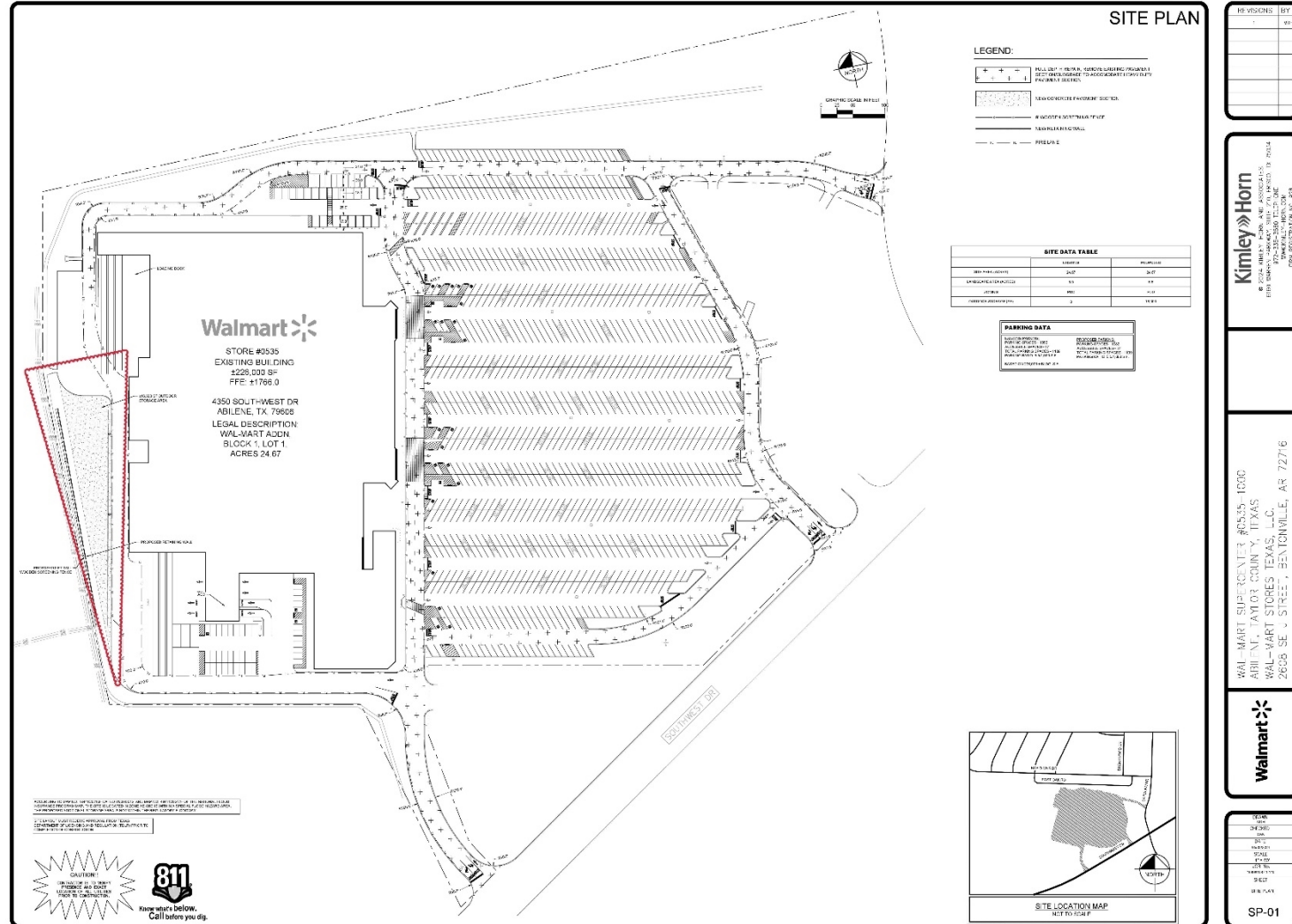
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Miles



CITY OF
ABILENE
TEXAS



PROPOSED SITE PLAN



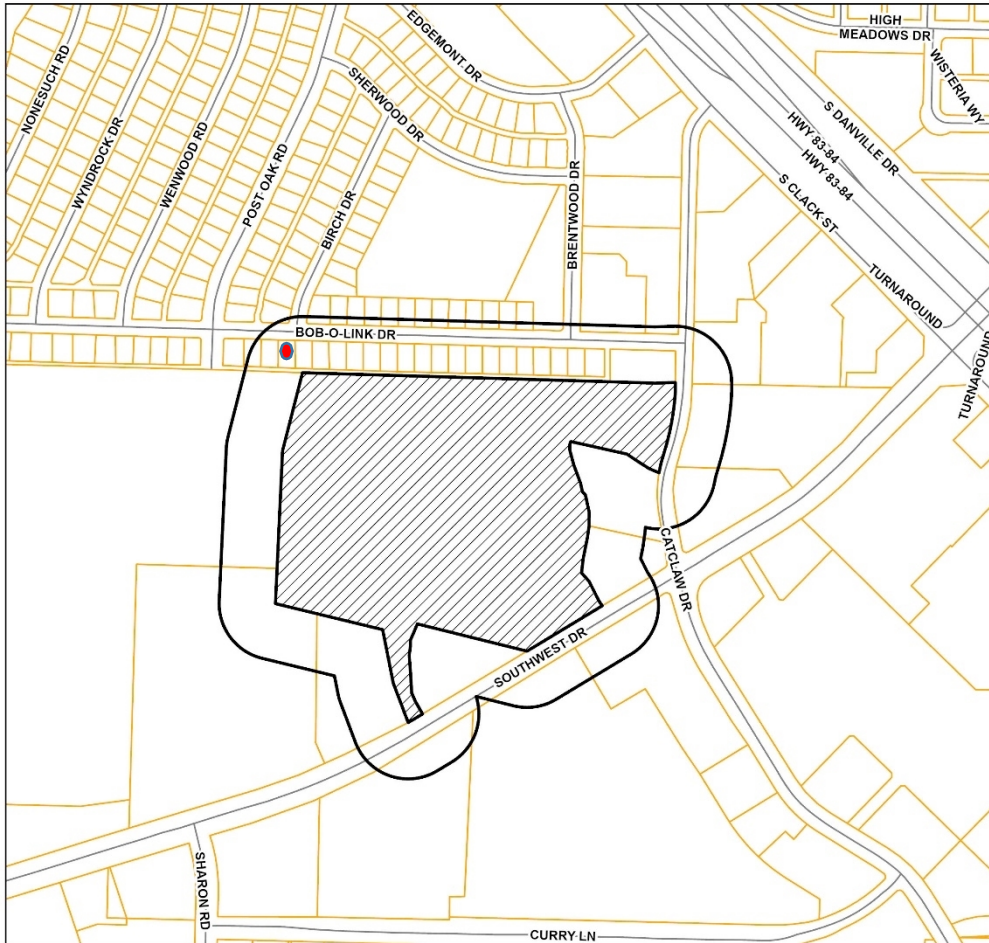


VIEWS OF SUBJECT PROPERTY





NOTIFICATION AREA MAP



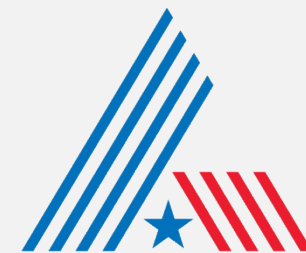
Legend

- Notification Area
- Z-2024-13

- 0- In Favor- ●
- 1- Opposed- ●
- 0.52% - Opposed

0.08

Miles



CITY OF
ABILENE
TEXAS



FINDINGS

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- The spirit and intent of PDD-57
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.





RECOMMENDATION

P&Z recommends **approval** subject to the following conditions:

1. The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal shipping containers may only be stored at the locations shown on the proposed site plan, as amended.
5. Seasonal shipping containers shall not be stacked on each other or on any other structure.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (First Reading) Z-2024-16; Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Luke Harwell, To Change The Zoning Of Approximately 1.02 Acres From Light Industrial (LI) To General Commercial (GC). Located At 19 Windmill Circle. (Tim Littlejohn)**

GENERAL INFORMATION

The owner proposes to rezone the property to expand the number of uses permitted by the GC zoning district. The intended use of the property is a gym (recreation and commercial entertainment-indoors). (Adam Holland)

SPECIAL CONSIDERATIONS

The owner proposes to rezone the property to expand the number of uses permitted by the GC zoning district. The intended use of the property is a gym (recreation and commercial entertainment-indoors).

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Development Application The Performance Lab
4. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 27th day of June, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of May, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11th day of July, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11th day of July, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

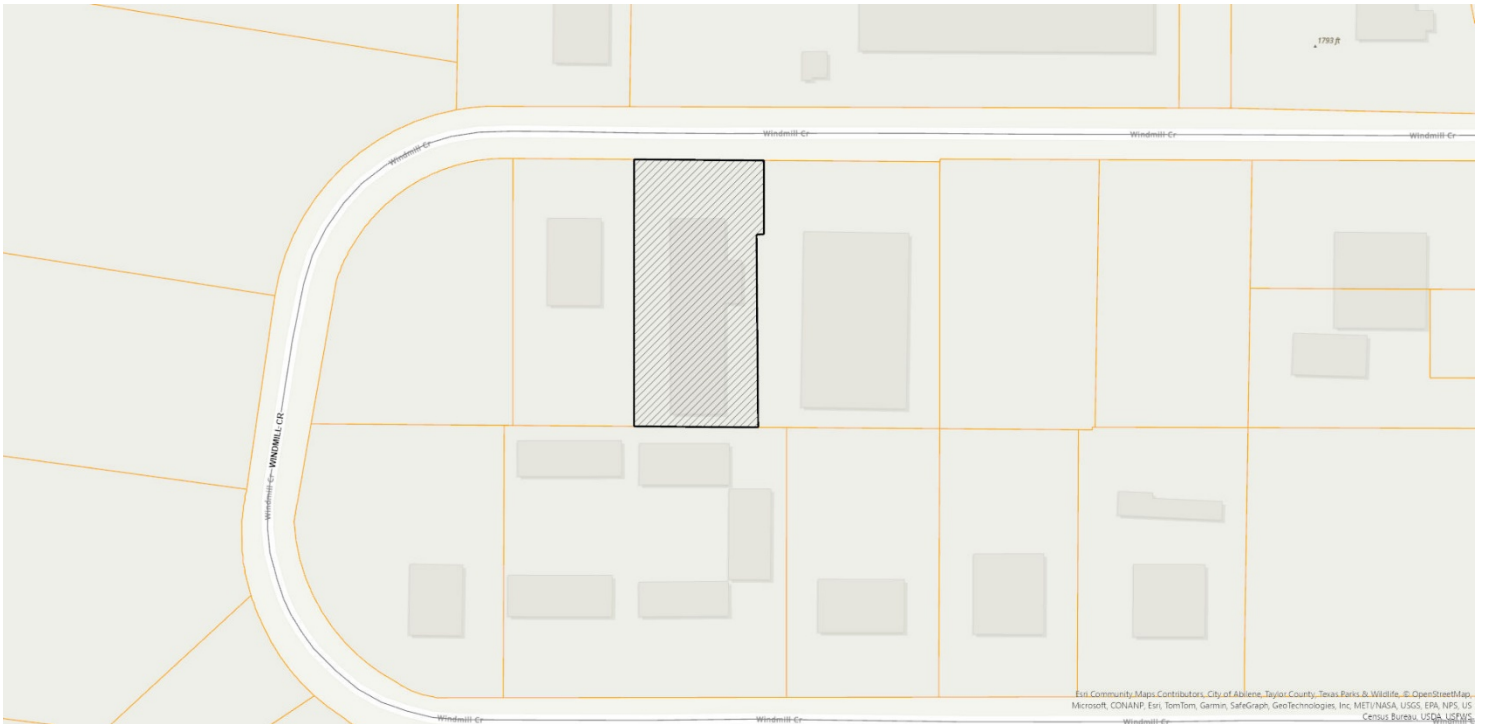
CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 1.02 acres from Light Industrial (LI) to General Commercial (GC)

Legal description being Lot 102 less 0.37 acres on east side, Block A, Windmill Acres Subdivision, Abilene, Taylor County, Texas.

Located at 19 Windmill Circle.



END

ZONING CASE Z-2024-16

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 4, 2024
City Council 1st Reading: June 27, 2024
City Council 2nd Reading: July 11, 2024

Applicant

Agent: Luke Harwell

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 1.02 acres from Light Industrial (LI) to General Commercial (GC).

Location

Legal description being Windmill Addition, Block A, Lot 102 less 0.037 acres on the east side, Abilene, Taylor County, Texas. Located at 19 Windmill Circle.

Background

The owner proposes to rezone the property to expand the number of uses permitted by the GC zoning district. The intended use of the property is a gym (recreation and commercial entertainment-indoors).

Zoning, Existing and Proposed Land Use

Properties to the north are zoned PD-34 with the base zonings of Heavy Commercial and General Commercial. Properties immediately east, south, and west of the subject property are zoned Light Industrial. Properties further east and west of the subject property are zoned General Retail and General Commercial.

Existing uses that surround the subject property include self-storage to the north and south, contractor services to the southeast and general commercial (retail and personal services) uses to the southwest.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning would be appropriate as most of surrounding properties are utilized for general and heavy commercial purposes.

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

The subject property has access to all required utilities.

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

None.

P&Z Recommendation

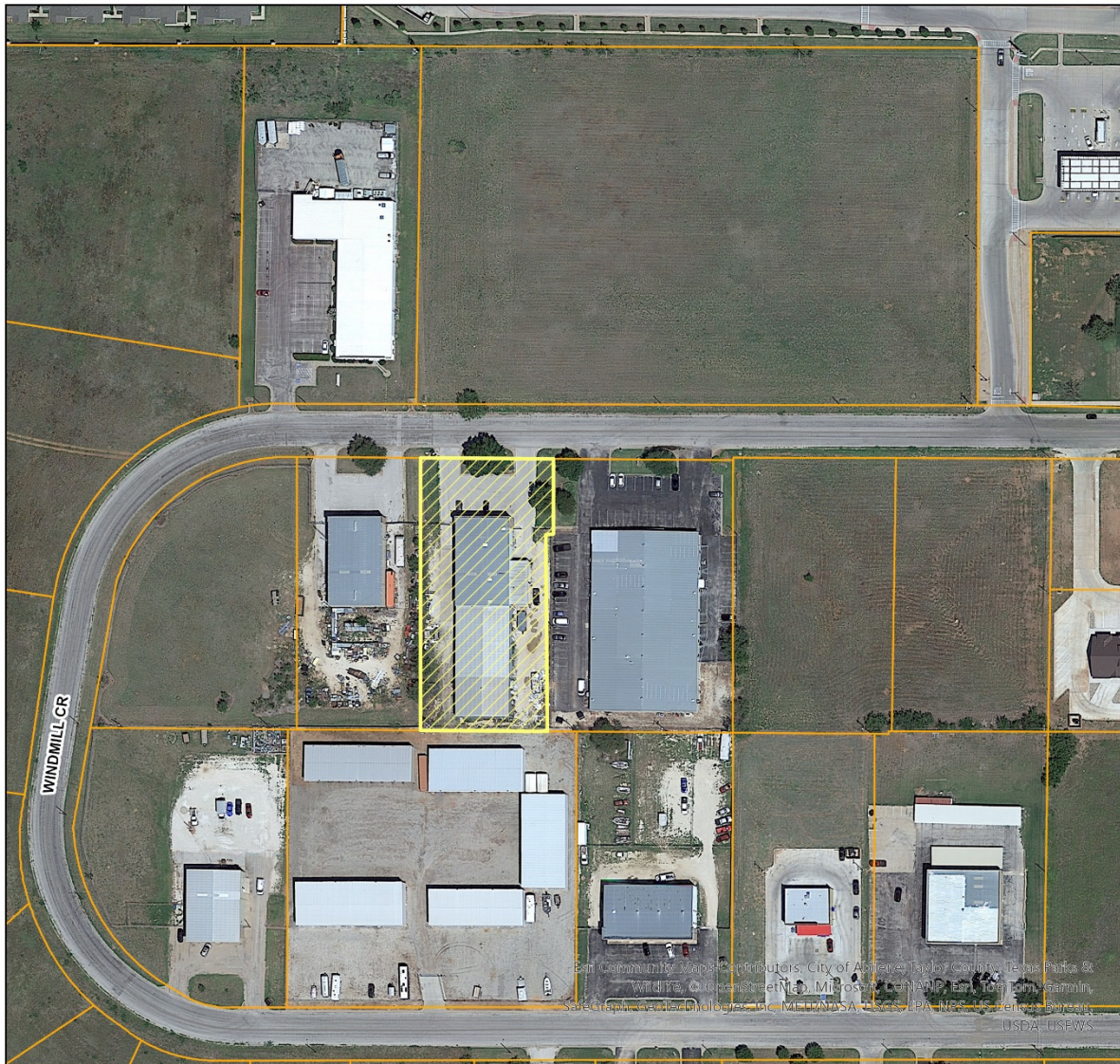
The Planning and Zoning Commission recommends **approval**.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ADAMS LYNN	17 WINDMILL CR	24127	
CPRE HOLDINGS LLC SERIES D	19 WINDMILL CR	24128	
HASTEN FAMILY INVESTMENTS LTD	27 WINDMILL CR	24380	
M2B ABILENE LLC	18 WINDMILL CR	24890	
PICKENS REX F	31 WINDMILL CR	24508	
SHERROD PAUL BLAKE JR &	24 WINDMILL CR	24891	
SMITH KEVIN ARTHUR	23 WINDMILL CR	983065	
TSCHAAR MIKE HEATING &	25 WINDMILL CR	24379	

LOCATION MAP



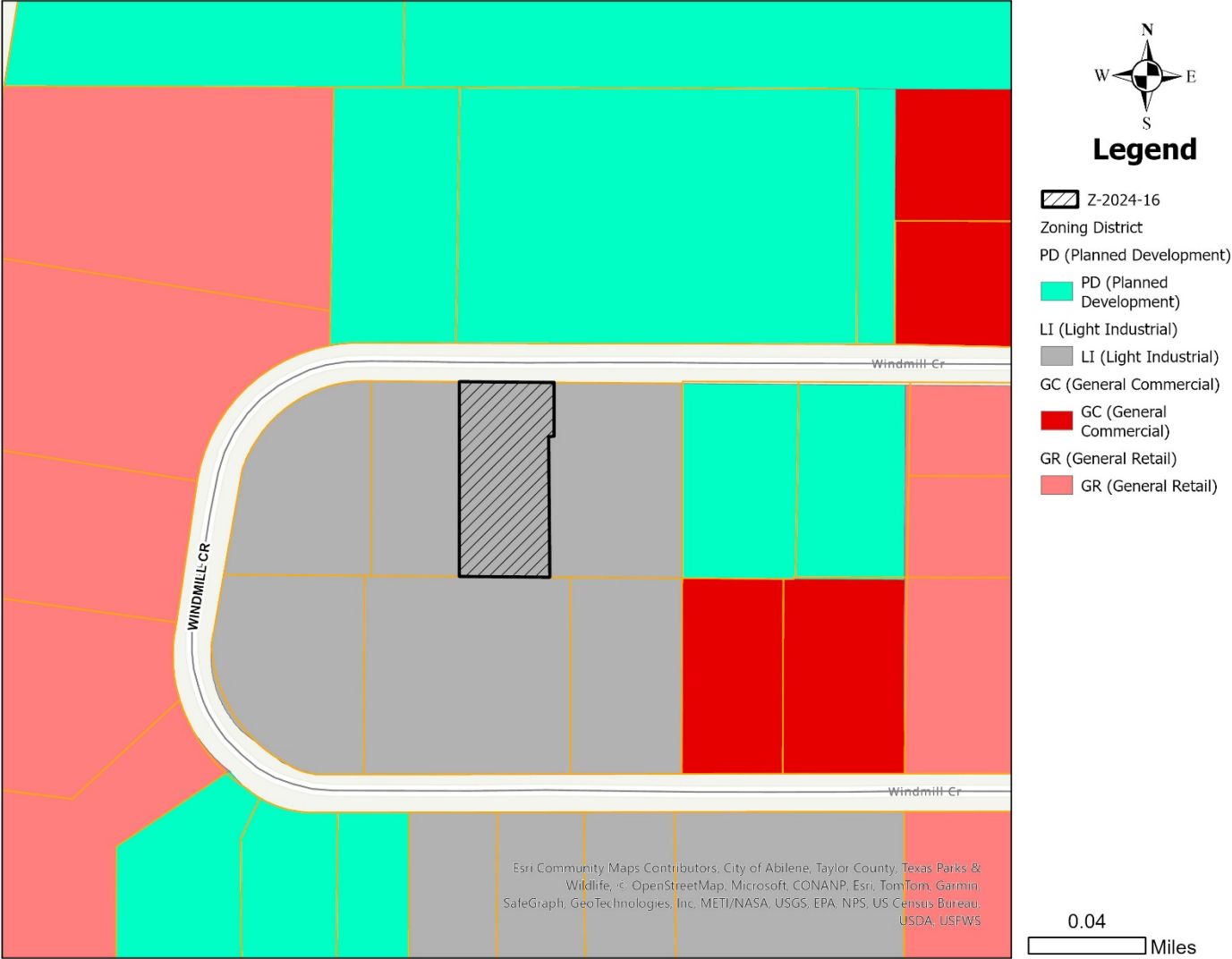
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 Z-2024-16

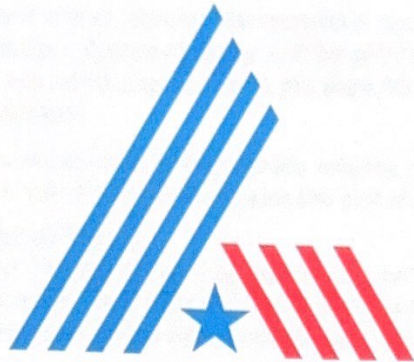
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ZONING MAP



2024 Development Application



PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment
- Rezoning
- Easement Release
- Plats
- Petition for Relief
- Board of Adjustments (Variance, Special Exception)
- Other



2024 Development Application

DOCUMENTS & MAPS

Reports, Plans, Ordinances, Maps, and other documents are often available on the City's website (<https://www.abilenetx.gov>) at no charge. Copies of these will be provided at the reproduction cost, currently 10 cents per page for black and white copies and \$1 per page for color copies. In addition, any other actual materials costs will be assessed.

Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$25 per hour, plus the cost of reproduction and/or materials.

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

Projects located within the designated "Neighborhood Empowerment Zone" will have fees waived in accordance with the City's Land Development Code. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

- Prior to submittal, we strongly recommend setting up and attending a pre-submittal meeting.
- **INCOMPLETE APPLICATIONS AND SUBMITTALS WILL BE REJECTED** or will be returned; an application may be deemed incomplete after initial staff review.
- Please refer to the Land Development Code online Part III Appendix A for questions or concerns in respect to site development and development standards.
https://library.municode.com/tx/abilene/codes/code_of_ordinances?nodeId=PTIIIAPANDECO
- Plans for Conditional Use, Special Exceptions, Rezoning, Variance and Planned Development District Amendment shall be on 8.5" x 11" paper with one (1) copy.
- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.
- PDF copies can be emailed to planning@abilenetx.gov
- If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of re-notifications and re-posting of notice.
- All other questions may be directed to the following:

Planning and Development Services Department

555 Walnut Street, Suite 100

325.676.6237

planning@abilenetx.gov

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

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

Fees can be paid online with credit card.

See RECORDING FEES for actual filing costs with Taylor County Clerk's Office. Thoroughfare Abandonment Fee 10% of the calculated land value of the ROW area to be abandoned, based on the average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500. Any portion over the minimum fee is refundable if the abandonment is not approved.



2024 Development Application

PLANNING & ZONING COMMISSION

The members of the Planning & Zoning Commission (also referred to as the Commission) are appointed by the City Council. In making appointments to the Commission, the City Council shall seek to ensure broad representation and expertise among the membership.

According to Section 1.1.3.3. Powers & Duties, of the City of Abilene Land Development Code (LDC), the Planning and Zoning Commission shall:

1. Make recommendations on a Comprehensive Plan or amendments thereto related to the physical development, growth, improvement, and beautification of the City.
2. Make recommendations on other types of City plans that are related to the physical development, growth, improvement, and beautification of the City, including Neighborhood Plans and Corridor Plans.
3. Recommend to the City Council approval or denial of proposed changes in the zoning districts and/or ordinance.
4. Approve or disapprove the platting or subdividing of land within the corporate limits of the City and within adjacent areas as permitted by law.
5. Recommend to the City Council approval or disapproval of requests for street name changes and street closures within the corporate limits of the City.
6. Submit annually to the City Manager, not less than ninety (90) business days prior to the beginning of the budget year, a list of recommended capital improvements, if any, which in the opinion of the Commission, are necessary or desirable during the forthcoming five (5) year period.
7. Recommend to the City Council approval or disapproval of plans for housing clearance, public housing, and urban redevelopment and renewal projects.
8. Perform such additional duties and exercise such additional powers as may be prescribed by ordinance not inconsistent with the provisions of the City Charter.
9. Advise the City Council on applications and petitions for legislative decisions as authorized by the Land Development Code, such as:
 - a. Petition for amending the Comprehensive Plan;
 - b. Petition for a zoning map amendment, including a petition for creation of an overlay district, Conditional Use Permit (CUP), or Planned Development (PD) district;
 - c. Amendments to the text of the Land Development Code (LDC) as authorized by City Charter; and
 - d. Others as assigned by City Council.

The Planning and Zoning Commission shall finally decide appeals filed in accordance with Article 3 of the Land Development Code (Relief Procedures). Also, the Commission shall finally decide the following petitions for relief:

1. The Planning and Zoning Commission shall finally decide any variance petition on an application for a Preliminary Plat, Final Plat or replat, except when such variance is for relief from a dedication or construction requirement, in which case Section 1.1.4.3 shall apply; and
2. The Planning and Zoning Commission shall initially decide any vested rights petition for any decision for which it is the initial decision-maker.



2024 Development Application

2024 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1 ST READING	CITY COUNCIL 2 ND READING ***
9-NOV-23	28-NOV-23	2-JAN-24	25-JAN-24	8-FEB-24
15-DEC-23	2-JAN-24	6-FEB-24	22-FEB-24	14-MAR-24
12-JAN-24	30-JAN-24	5-MAR-24	28-MAR-24	11-APR-24
9-FEB-24	27-FEB-24	2-APR-24	25-APR-24	9-MAY-24
15-MAR-24	2-APR-24	7-MAY-24	23-MAY-24	13-JUNE-24
12-APR-24	30-APR-24	4-JUNE-24	27-JUNE-24	11-JULY-24
10-MAY-24	28-MAY-24	2-JULY-24	25-JULY-24	8-AUG-24
14-JUNE-24	2-JUNE-24	6-AUG-24	22-AUG-24	12-SEP-24
12-JULY-24	30-JUNE-24	3-SEP-24	26-SEP-24	3-OCT-24
9-AUG-24	27-AUG-24	1-OCT-24	24-OCT-24	7-NOV-24
13-SEP-24	1-OCT-24	5-NOV-24	21-NOV-24	5-DEC-24
11-OCT-24	29-OCT-24	3-DEC-24	19-DEC-24	9-JAN-25
15-NOV-24	3-DEC-24	7-JAN-25	23-JAN-25	13-FEB-25
13-DEC-24	30-DEC-24	4-FEB-25	27-FEB-25	13-MAR-25

***These meetings require public hearings and the applicant or a representative must be present.

2024 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
5-DEC-23	9-JAN-24
9-JAN-24	13-FEB-24
6-FEB-24	12-MAR-24
5-MAR-24	9-APR-24
9-APR-24	14-MAY-24
7-MAY-24	11-JUNE-24
4-JUNE-24	9-JULY-24
9-JULY-24	13-AUG-24
6-AUG-24	10-SEP-24
3-SEP-24	8-OCT-24
8-OCT-24	12-NOV-24
5-NOV-24	10-DEC-24
9-DEC-24	14-JAN-25
7-JAN-25	11-FEB-25



2024 Development Application

Zoning Application Page 1 of 3

Planning

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

Relief Procedures

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

Project Name: The Performance Lab, Abilene LLC
Address: 19 Windmill Circle Number of Lots: 1 Acreage: 1.02
Legal Description: Light Industrial
Subdivision Name: Windmill Acres Block: A Lot: 102
Current Zoning: Light Industrial Proposed Zoning (if applicable): General Commercial

OWNER AND AUTHORIZATION

Owner Name: Leo Simonetti (on behalf of Craig W. Patterson)
Address: 209 Lollipop Trail
City, State, Zip: Abilene, TX 79602 Fax: _____
Phone: 325.370.9921 Email: LEO@TPLABI.COM
Agent Name: Luke Harwell
Address: 4981 S Treadaway Blvd
City, State, Zip: Abilene, TX 79602 Fax: _____
Phone: 325.668.1441 Email: luc@ekdahlrealestate.net

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

Signature of Owner: _____ Date: 04.29.2024

FOR OFFICE USE ONLY

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



2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Zoning Change

Moving a gym into the building for commercial services/use.

Fees

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

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

Fees can be paid online with credit card.



2024 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

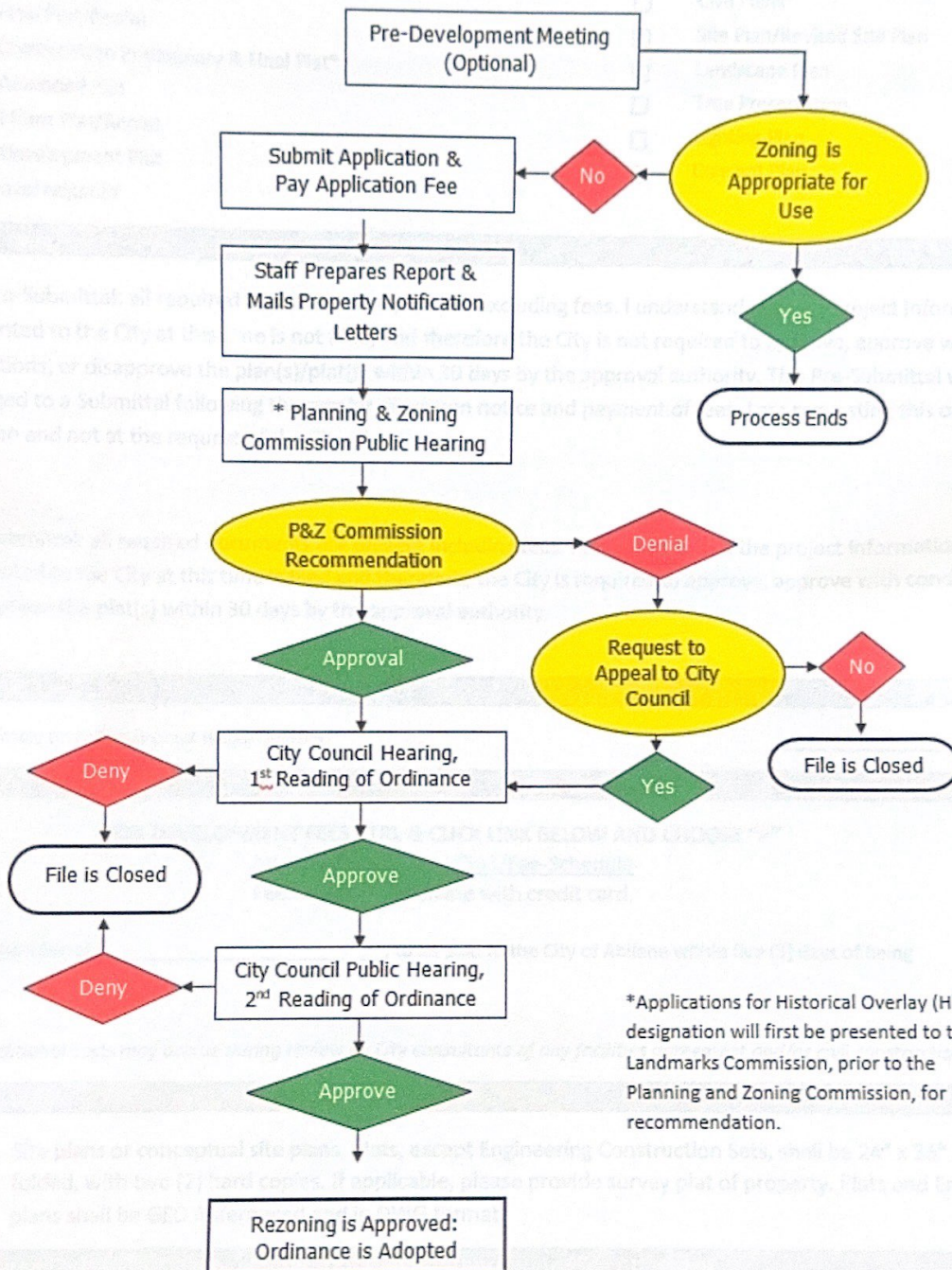
3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

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

Other Required Forms - Disclosure of Interest (See Attached)

2024 Development Application

Zoning • Conditional Use • PDD Amendment • Street Name Change • Thoroughfare Abandonment
Flowchart



*Applications for Historical Overlay (H) designation will first be presented to the Landmarks Commission, prior to the Planning and Zoning Commission, for recommendation.



2024 Development Application

Plats and Other Submittals Page 1 of 1

Submittal

- | | |
|--|--|
| ☐ Preliminary Plat/Replat | ☐ Civil Plans |
| ☐ Final Plat/Replat | ☐ Site Plan/Revised Site Plan |
| ☐ Combination Preliminary & Final Plat* | ☐ Landscape Plan |
| ☐ Amended Plat | ☐ Tree Preservation |
| ☐ Minor Plat/Replat | ☐ Lighting Plan |
| ☐ Development Plat | ☐ Concept Plan |

*Prior approval required

Submittal Type

- ☐ Pre-Submittal: all required documents are present, excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Abilene.
- ☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number.

_____ acre(s)

Fees

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

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

Fees can be paid online with credit card.

The application fee of \$_____ to be paid to the City of Abilene within five (5) days of being accepted.

NOTE: Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

Submittals

- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.

Other Required Forms - Disclosure of Interest, Owner Authorization (See Attached)



2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: _____
Zoning Classification(s): _____ Total Number of Lots: _____
Location: _____

Property Owner Information & Authorization

Name/Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

Project Representation (check one):

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

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

Property Owner's Signature: _____ Date: _____

STATE OF: _____

COUNTY OF: _____

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

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____



2024 Development Application

Disclosure of Interest

Disclosure Questions

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

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

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

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

N/A

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

N/A

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

Name of Certifying Person (print): Leo Simonetti (on behalf of Craig W. Patterson)

Property Owner ☒ Project Representative ☐

Signature of Certifying Person: [Signature]

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

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



2024 Development Application

BOARD OF ADJUSTMENT

The Board of Adjustment is organized to have all the powers and authority as set forth in the Charter of the City of Abilene, Texas, and as authorized by Chapter 211 of the Texas Local Government Code.

The Board of Adjustment has authority of applications to decide the following types of applications:

1. An application for a Special Exception pursuant to Section 1.4.4.1;
2. An application for a Variance pursuant to Section 1.4.4.2;
3. A sign permit or an interpretation of Sign Regulations related to development within the City limits (refer to Chapter 4, Article 1, Division 3, Section 4.1.3.6 or Chapter 4, Article 2, Division 8, respectively); and
4. An application for a change in the status of a non-conformity pursuant to Section 1.4.4.3.

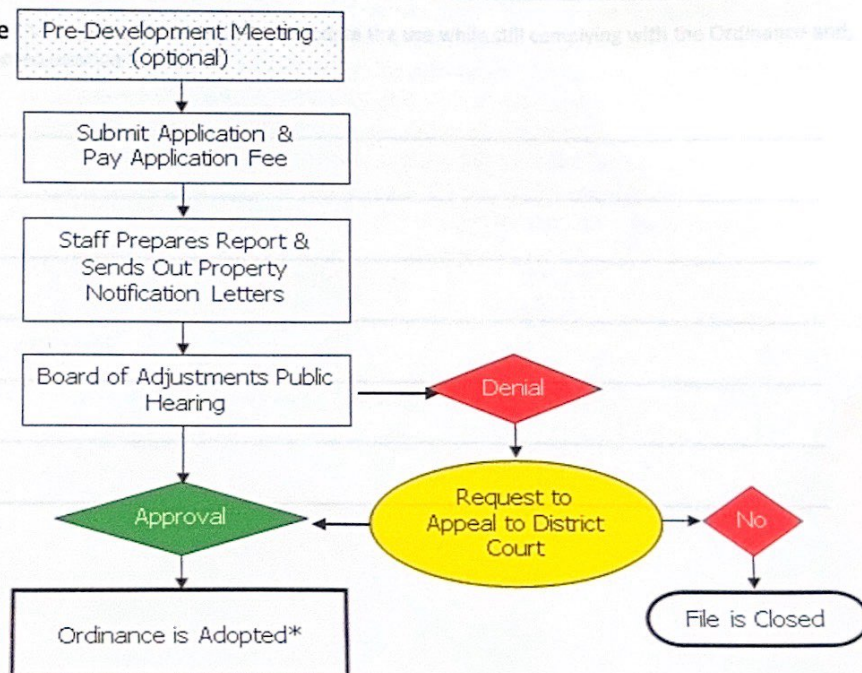
The Board of Adjustment shall finally decide appeals on the following matters of an appeal of any official's interpretation of the requirements of Chapters 2 or 4 of this LDC in which the requirement applies to development within the City limits of Abilene, unless a separate appeals process is otherwise defined within this LDC.

The authority delegated to the Board of Adjustment under this Land Development Code shall not be construed to affect any of the following:

1. Approval of a petition for a zoning map amendment;
2. Approval of a Conditional Use Permit; and
3. Authorization of a use not authorized in the zoning district in which the applicant's property is located, except to the extent necessary to decide a special exception or a petition for a change in status of a non-conformity.

Also, the Board of Adjustment shall not render any decision on an application, appeal or relief petition while a petition for a zoning amendment, application for a Conditional Use Permit, or plat application for the same land is pending and until such petition or application has been finally decided pursuant to procedures in Chapter 1 of the LDC.

Special Exception & Variance Flowchart



*If the request is approved, the owner or agent will have 180 days from the hearing date to obtain a building permit, if one is required.



Please answer these questions in order to assist Staff with the processing of your Special Exception or Variance request. Please use additional sheet(s), if necessary.

- The Board will assist in generating full notification and participation in the decision-making process. In that event, you are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible participation, you 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 discuss (as 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.

It is so ordered, and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest practicable date.

2. Are there other locations on the property that could accommodate the use while still complying with the Ordinance and, if so, why have you chosen the proposed location?

if so, why have you chosen the proposed location?



2024 Development Application

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 04-29-2024



2024 Development Application

THE STATE OF TEXAS)

COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) * concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of _____, 20____

*(cross out the inapplicable phrase)



REZONE REQUEST

Case: Z-2024-16

Agent: Luke Harwell

Request: Change the zoning of approximately 1.02 acres from Light Industrial (LI) to General Commercial (GC).

Location: 19 Windmill Circle

Notification: 0 in Favor, 0 Opposed

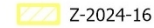
Planning & Zoning: June 4, 2024

Council Hearing: June 27, 2024
July 11, 2024





Legend

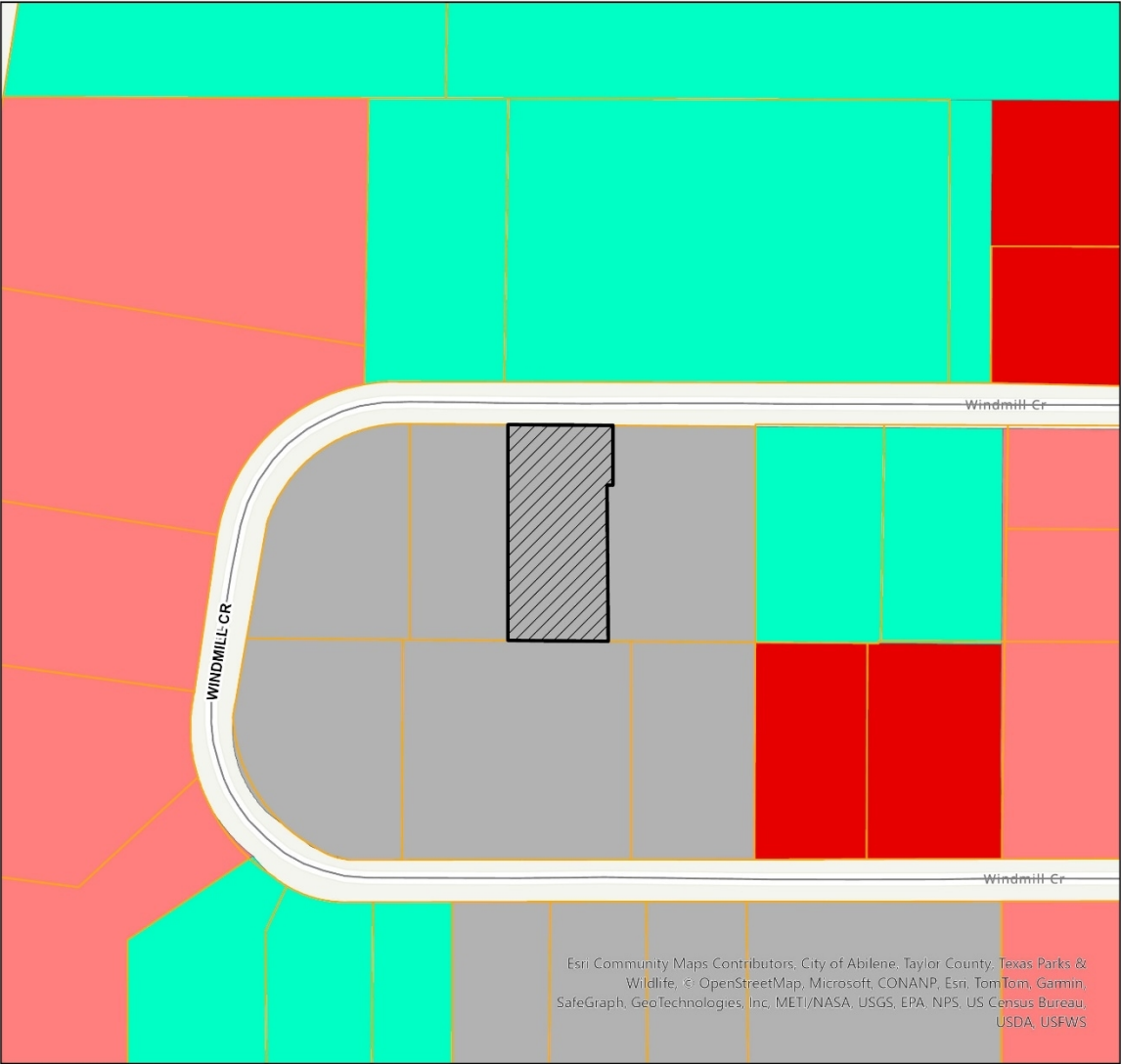


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ZONING MAP



Legend

- Z-2024-16
- Zoning District
- PD (Planned Development)
- PD (Planned Development)
- LI (Light Industrial)
- LI (Light Industrial)
- GC (General Commercial)
- GC (General Commercial)
- GR (General Retail)
- GR (General Retail)

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CITY OF
ABILENE
TEXAS



VIEWS OF PROPERTIES



Subject Property



East Neighboring Property



West Neighboring Property



West Neighboring
Property





PERMITTED USES IN LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Through Facility
- TP Field Office or Construction Office (temporary)
- P Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- P Mobile Home or Temporary Building (office for sales and service)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Cultural Facilities
- P Drive-in Theater
- C Motorized Racing
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Correction, Detention, or Penal Facilities
- P Fire/Police Station
- P Homeless/Emergency Shelter
- P Medical/Dental Laboratory
- P Military and Armed Forces Reserve Center
- P Post Office
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School

SERVICE

- P/C Automobile Wash
- P Contractor Services
- P Funeral Home/ Mortuary/Morgue
- P Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Printing, Copying, Reproduction, Publishing
- P Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- P Repair and Maintenance Services (outdoors)
- P Repair and Maintenance Services (truck and other large vehicles)
- P Scales (public)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (all size animals)
- P Veterinary Service (small animals)
- P Wrecker/Towing

TRADE – RETAIL USES

- P Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Head Shop
- P Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
- P Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- P Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- P Liquor, Wholesale/Distribution
- C Livestock – Wholesale or Auction
- P Wholesaling and Storage (indoor)
- P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
- P 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
- P Railroad Switching and Marshaling Yard
- P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- C Mining
- P Petroleum or Gas Well
- P Liquor
- P Manufacturing (light)
- P Urban Garden

LEGEND

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





Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

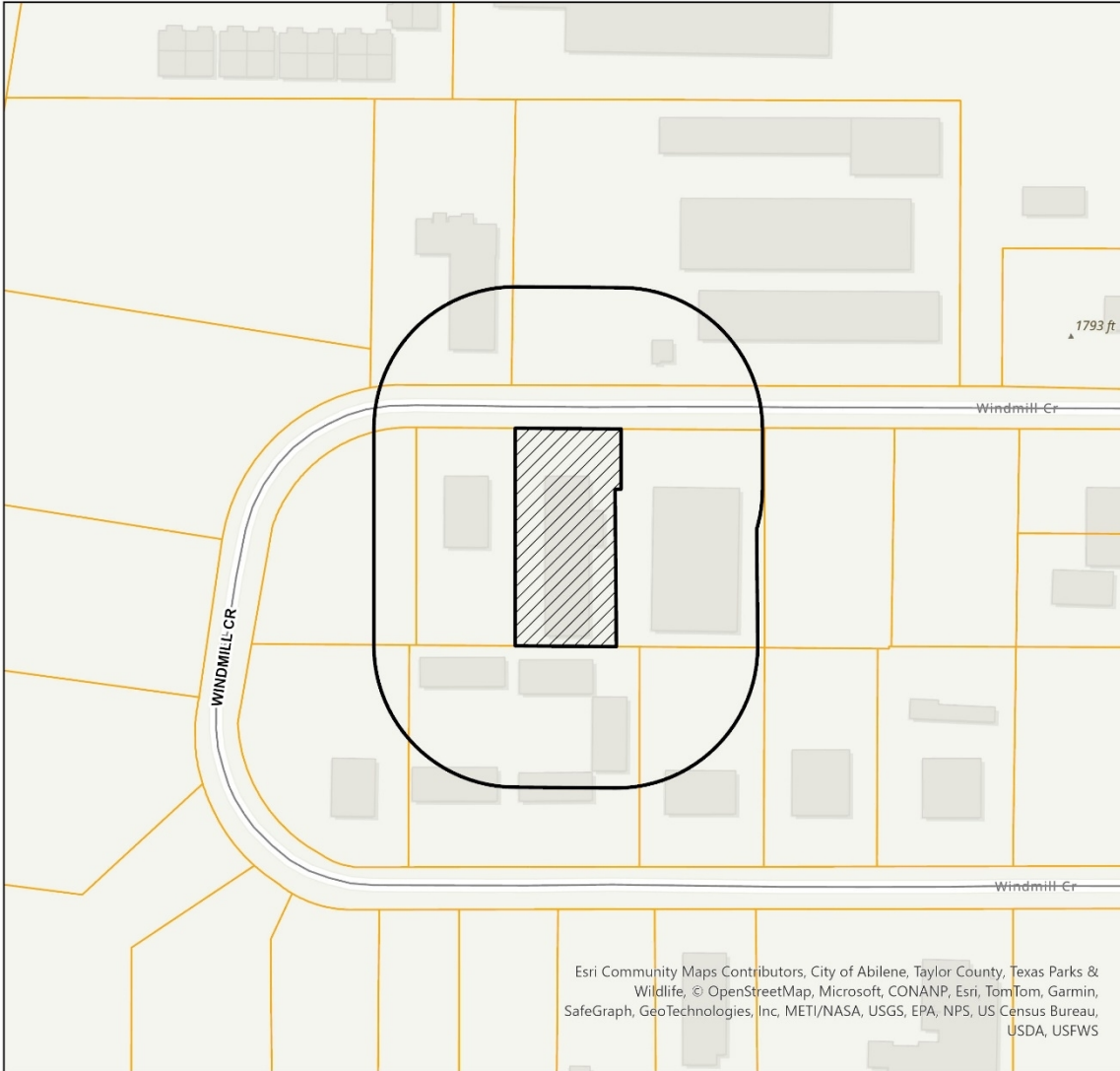
LEGEND

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





NOTIFICATION AREA MAP



Legend

- Notification Area
- Z-2024-16

- 0 - In Favor-
- 0 - Opposed-



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Miles



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (First Reading) Z-2024-17: Receive a Report, Hold a Discussion, and Take Action on A Request From Walmart Stores Texas, LLC, Represented By Tim M. Martin, To Amend The Terms Of The Planned Development District 91 To Allow The Storage Of Shipping Containers At Designated Locations. Located At 1650 Hwy 351. *(Tim Littlejohn)***

GENERAL INFORMATION

Amend The Terms Of The Planned Development District 91 To Allow The Storage Of Shipping Containers At Designated Locations. Located At 1650 Hwy 351

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

The Planning and Zoning Commission recommends approval subject to the following conditions:

1. The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal shipping containers may only be stored at the locations shown in the proposed site plan.

5. Seasonal shipping containers shall not be stacked on each other or on any other structure.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with conditions by a vote of 6-0.

ATTACHMENTS:

1. Z-2024-01 Ordinance Clean
2. Z-2024-01 Ordinance redline
3. Staff Report
4. walmart
5. 4401 Vista Del Sol
6. 4409 Sierra
7. 4349 Sierra Sunset
8. 4402 Sierra
9. 4525 Vista Del Sol
10. 4526 Vista Del Sol
11. 4502 Sierra Sunset
12. 4610 Majestic Sky
13. 4649 Vista Del Sol
14. 4601 Vista Del Sol
15. 4617 High Sierra
16. 8210 Linda Vista
17. 8302 Linda Vista
18. 8317 Linda Vista
19. 8410 Thompson
20. 4001 Sierra Sunset
21. 4341 Sierra Sunset
22. Presentation

,

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 27th day of June, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of May, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11th day of July, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11th day of July, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Location:

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

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

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

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open-space) and HC (Heavy Commercial) 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 PDD is as follows:

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, being all of that certain tract of land as described by deed to Larry L. Hill, recorded in Volume 2315, Page 789, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the southwest corner of Lot 1, Block A, Liddle Acres, an addition to the City of Abilene, according to the plat recorded in Cabinet 2, Slide 249-B, Plat Records, Taylor County, Texas, and being in the northwest right of way line of State Highway No. 351; a variable width right-of-way, 130 feet wide at this point;

North 33°12'52" West, with the west line of said Lot I, a distance of 258.49 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, and being the common east corner of said Hill tract and that certain tract of land as described by deed to Millard F. McKnight and LaVorise L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas;

THENCE with the common line of said Hill tract and said McKnight tract the following courses and distances:

North 88°06'33" West, a distance of 674.40 feet to a point;

North 00°51'59" West, a distance of 419.99 feet to a point in the south line of Lowden Street (unrecorded right-of-way);

THENCE South 88°54'18" East, departing said common line, with said south line of Lowden Street, a distance of 673.28 feet to a 3/8 inch iron rod found;

ORDINANCE NO. _____
EXHIBIT "A"

THENCE South 00°57'52" East, passing at a distance of 9.53 feet the northwest corner of the aforementioned Lot I, Block A, Liddle Acres, and continuing with the common line of said Hill tract and said Lot I, in all a distance of 429.38 feet to the POINT OF BEGINNING and containing 285,910 square feet or 6.563 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, being part of that certain tract of land as described by deed to Millard F. McKnight and LaVoris L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the southwest corner of Lot 1, Block A, Liddle Acres, an addition to the City of Abilene, according to the plat recorded in Cabinet 2, Slide 249-B, Plat Records, Taylor County, Texas, and being in the northwest right of way line of State Highway No. 351; a variable width right-of-way, 130 feet wide at this point;

THENCE South 61°24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 49.87 feet to a 1/2 inch iron rod found for the common south corner of said McKnight tract and Section 1, McKnight Addition, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 36, Plat Records, Taylor County, Texas;

THENCE, with the common line of said McKnight tract and said Section 1 the following courses and distances:

North 33°16'47" West, a distance of 228.80 feet to a 5/8 inch iron rod set;

North 87°56'47" West, a distance of 257.30 feet to a 3/8 inch iron rod found;

South 00°41'47" East, a distance of 166.58 feet to a 5/8 inch iron rod set in the north line of that certain tract of land as described by deed to Marietta Chase Mills, recorded in Volume 1580, Page 984, Deed Records, Taylor County, Texas, and as described by deed to Eddie Chase, recorded in Volume 1580, Page 990, Deed Records, Taylor County, Texas;

THENCE North 88°45'17" West, with the common line of said McKnight tract and said Chase tract, passing at a distance of 739.37 feet the common north corner of said Chase tract and that certain tract of land as described by deed to James D. Self and wife, Beth LaVaughn Self, recorded in Volume 515, Page 238, Deed Records, Taylor County, Texas, with the common line of said Self tract and said McKnight tract, in an overall distance of 1015.21 feet to the southeast corner of that certain tract of land described to West Texas Utilities Company recorded in Volume 206, Page 171, Deed Records, Taylor County, Texas;

THENCE North 01°09'55" East, with the east line of said West Texas Utilities tract, (Volume 206, Page 171), a distance of 638.01 feet to a point in the south line of Lowden Street (unrecorded right-of-way);
THENCE South 88°54'18" East, with said south line of Lowden Street, a distance of 604.58 feet to the common north corner of said McKnight tract and the certain tract of land as described by deed to Larry L. Hill, recorded in Volume 2315, Page 789, Deed Records, Taylor County, Texas;

THENCE with the common line of said McKnight tract and said Hill tract the following courses and distances: South 00°51'59" East, a distance of 419.99 feet to a point; South 88°06'33" East, a distance of 674.40 feet to a 5/8 inch iron rod set in the west line of the aforementioned Lot 1, Block A, Liddle Acres;

THENCE South 33°12'52" East with the common line of said McKnight tract and said Lot 1, a distance of 258.49 feet to the POINT OF BEGINNING, containing an area of 503,540 square feet or 11.560 acres of land; and

ORDINANCE NO. _____
EXHIBIT "A"

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the W. F. Decker Survey, Abstract No. 956, in the City of Abilene, Taylor County, Texas, being part of that certain tract of land as described by deed to Millard F. McKnight and LaVoris L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the common north corner of said McKnight tract and that certain tract of land as described to Abilene Christian College, recorded in Volume 326, Page 461, Deed Records, Taylor County, Texas, and being in the south line of Lowden Street (unrecorded right-of-way);

THENCE South 88°54'18" East, with said south line, a distance of 403.50 feet to the northwest corner of that certain tract of land as described to West Texas Utilities Company, recorded in Volume 206, Page 171, Deed Records, Taylor County, Texas;

THENCE South 01°09'55" West, with the west line of said West Texas Utilities tract, a distance of 637.75 feet to the southwest corner of said West Texas Utilities tract, and being in the north line of that certain tract of land as described by deed to J. Keith Justice and wife, Vera Justice, recorded in Volume 429, Page 315, and Volume 675, Page 148, Deed Records, Taylor County, Texas;

THENCE North 88°45'17" West, with the common line of said McKnight tract and said Justice tract a distance of 400.82 feet to a fence corner post found;

THENCE North 00°55'27" East, continuing with said common line, passing at a distance of 208.88 feet a 5/8 inch iron rod set for the common east corner of said Justice tract and the aforementioned Abilene Christian College tract, continuing with the common line of said McKnight tract and said College tract, in an overall distance of 636.70 feet to the POINT OF BEGINNING and containing 256,265 square feet or 5.884 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, and being all of that certain tract of land as described by deed to Marietta Chase Mills, recorded in Volume 1580, Page 984, Deed Records, Taylor County, Texas, and being the same tract of land as described by deed to Eddie Chase, recorded in Volume 1580, Page 990, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the southwest corner of Section 1 McKnight Addition, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 36, Plat Records, Taylor County, Texas, and being in the northwest right of way line of State Highway No. 351, a variable width right-of-way; being 130 feet wide at this point;

THENCE South 61°24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 717.27 feet to a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the common south corner of said Chase tract and Lot 1, Block A, Continuation No.1, George & White Associates Subdivision, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 576, Plat Records, Taylor County, Texas;

THENCE South 61°24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 717.27 feet to a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the common south corner of said Chase tract and Lot 1, Block A, Continuation No.1, George & White Associates Subdivision, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 576, Plat Records, Taylor County, Texas;

ORDINANCE NO. _____
EXHIBIT "A"

THENCE North 01°31'21" East, with the common line of said Chase tract and said Lot 1, a distance of 174.48 feet to a 5/8 inch iron rod set;

THENCE North 88°46'59" West, continuing with said common line, a distance of 190.27 feet to a 5/8 inch iron rod set in the east line of that certain tract of land as described by deed to Frank W. Martin and wife, Louise Martin, recorded in Volume 442, Page 33, Deed Records, Taylor County, Texas;

THENCE North 01°31'21" East, with the common line of said Chase tract and said Martin tract, passing at a distance of 36.03 feet a 5/8 inch iron rod set for the common east corner of said Martin tract and that certain tract of land as described by deed to James D. Self and wife, Beth LaVaughn Self, recorded in Volume 515, Page 238, Deed Records, Taylor County, Texas, with the common line of said Chase tract and said Self tract, in an overall distance of 386.35 feet to the northeast corner of said Self tract and being in the south line of that certain tract of land as described by deed to Millard F. McKnight and LaVorise L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas;

THENCE South 88°45'17" East, with the common line of said Chase tract and said McKnight tract, passing at a distance of 739.37 feet a 5/8 inch iron rod set for a west corner of the aforementioned Section 1, with the common line of said Chase tract and said Section 1, in an overall distance of 802.87 feet to a 1/2 inch iron rod found;

THENCE South 00°41'47" East, continuing with said common line, a distance of 204.04 feet to the POINT OF BEGINNING, containing an area of 309,927 square feet or 7.115 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, and being part of that certain tract of land as described by deed to James D. Self and wife, Beth LaVaughn Self, recorded in Volume 515, Page 238, Deed Records, Taylor County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the common south corner of said Self tract and that certain tract of land as described by deed to West Texas Utilities Company, recorded in Volume 206, Page 170, Deed Records, Taylor County, Texas, and being in the northeast right-of-way line of Interstate Highway No. 20; being a variable width right-of-way, 400 feet wide at this point;

THENCE North 01° 15'16" East, with the common line of said Self tract and said West Texas Utilities Company tract, a distance of 705.00 feet to a point in the south line of that certain tract of land as described by deed to West Texas Utilities Company, recorded in Volume 206, Page 171, Deed Records, Taylor County, Texas;

THENCE South 88°45'17" East, with the common line of said Self tract and said West Texas Utilities Company tract, a distance of 13.73 feet to the common south corner of said West Texas Utilities Company tract and that certain tract of land as described by deed to Millard F. McKnight and LaVorise L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas, and with the common line of said Self tract and said McKnight tract, in an overall distance of 289.57 feet to the common north corner of said Self tract and that certain tract of land as described by deed to Marietta Chase Mills, recorded in Volume 1580, Page 990, Deed Records, Taylor County, Texas;

THENCE South 01°31'21" West, with the common line of said Self tract and said Chase tract a distance of 350.32 feet to a 5/8 inch iron rod set for the common east corner of said Self tract and that certain tract of land as described by deed to Frank W. Martin and wife, Louise Martin recorded in Volume 442, Page 33, Deed Records, Taylor County, Texas;

ORDINANCE NO. _____
EXHIBIT "A"

THENCE with the common line of said Self tract and said Martin tract the following courses and distances: South 62°31'21" West, a distance of 125.00 feet to a 5/8 inch iron rod set; South 01 °31 '21" West, a distance of 322.62 feet to a 5/8 inch iron rod set in the northwest right-of-way line of State Highway No. 351, a variable width right-of-way;

THENCE South 61 °24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 42.61 feet to a 5/8 inch iron rod set for the east end of a corner clip from said northwest right-of-way line of State Highway No. 351 to the northeast right-of-way of aforementioned Interstate Highway No. 20;

THENCE North 84°54'43" West, with said corner clip, a distance of 83.22 feet to a 5/8 inch iron rod set in said northeast right-of-way line of Interstate Highway No. 20, from which an aluminum monument found bears North 64°04'09" East, a distance of 0.37 feet;

THENCE North 51°14'17" West, with said northeast right-of-way line of Interstate Highway No. 20, a distance of 71.62 feet to the POINT OF BEGINNING and containing 174,010 square feet or 3.995 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the W. F. Decker Survey, Abstract No. 956, in the City of Abilene, Taylor County, Texas, and being part of that certain tract of land as described by deed to J. Keith Justice and wife, Vera Justice, recorded in Volume 429, Page 315, and all of that certain tract of land as described to J. Keith Justice and wife, Vera Justice, recorded in Volume 675, Page 148, Deed Records, Taylor County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the common south corner of said Justice tract and that certain tract of land as described by deed to West Texas Utilities Company, recorded in Volume 206, Page 170, Deed Records, Taylor County, Texas, and being in the northeast right-of-way line of Interstate Highway No. 20 (a variable width right-of-way, 400 feet wide at this point);

THENCE North 51°14'17" West, with said northeast right-of-way line of Interstate Highway No. 20, a distance of 573.16 feet to a 5/8 inch iron rod set in the common line of said Justice tract, and the remainder of that certain tract of land as described by deed to Abilene Christian College, recorded in Volume 326, Page 461, Deed Records, Taylor County, Texas;

THENCE with said common line the following courses and distances:

North 01 °21 '57" East, a distance of 499.14 feet to a 5/8 inch iron rod set;

South 89°15'03" East, a distance of 50.40 feet to a 5/8 inch iron rod set in the west line of that certain tract of land as described by deed to Millard F. McKnight and LaVoris L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas;

THENCE with the common line of said Justice tract and said McKnight tract the following courses and distances:

South 00°55'27" West, a distance of 208.88 feet to a fence corner post found;

South 88°45'17" East, a distance of 402.10 feet to the common north corner of said Justice tract and aforementioned West Texas Utilities Company tract;

THENCE South 01 ° 15'16" West, with the common line of said Justice tract and said WTU tract, a distance of 639.75 feet to the POINT OF BEGINNING and containing 222,129 square feet or 5.099 acres of land.

ORDINANCE NO. _____
EXHIBIT "A"

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for commercial development and related activities of a 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:

1. Permitted Uses:

A. Uses listed in the Retail Trade portion of the Permitted Use Chart in the Zoning Ordinance of the City of Abilene (henceforth called the Zoning Ordinance), with the following exceptions:

- Aircraft and accessories
- Auctions
- Automobiles and Trucks
- Marine Craft
- Mobile Homes
- Travel Trailers and Motor Homes
- Motorcycles
- Pawn Shops
- Scrap and Waste Material
- Secondhand Merchandise including flea markets

B. Offices

C. Banks/Financial Institutions and Services

D. Travel Arranging

E. Beauty or Barber Shop

F. Laundry and Dry Cleaning

G. Telegraph/Money Transfer Services

H. Auto/Small Truck Servicing and/or Auto Wash only if incidental and attached to a Department Store

2. Site Development shall be in accordance with the following regulations and as generally depicted on the site plan attached hereto as Exhibit B.

A. Setbacks:

1. Setbacks for the 21.453 acre tract (referred to henceforth as the Primary Lot) shall be in compliance with Exhibit B.

2. Setbacks for out parcels:

- Along Public Right-of-way:
20 feet minimum if use of the 20 feet is landscaped and/or sidewalks only.
30 feet minimum if parking is located in the setback
- All other setbacks: 10 feet

B. Maximum Height: 40 feet, excluding architectural exceptions allowed by the Zoning Ordinance

ORDINANCE NO. _____
EXHIBIT "A"

C. Off-street Parking shall be provided in accordance with the Zoning Ordinance.

D. Loading Spaces

1. For the Primary Lot: as depicted in Exhibit C.
2. For the out parcels: as required by the Zoning Ordinance.

E. Driveway access:

1. From State right-of-way: Shall be determined by the regulations set forth by the Texas Department of Transportation.
2. From City right-of-way: A maximum of one driveway per lot per street.
3. Internal to the PDD: Driveways from one lot to another lot within the PDD are recommended.

F. Signs:

1. Free-standing signs
 - One pole sign shall be permitted along the I-20 frontage with a maximum height of 35 feet and a maximum area of 175 square feet. No other pole signs shall be permitted.
 - All other free standing signs shall be monument design with a maximum height of 6 feet and a maximum area of 75 square feet. Each business is limited to one monument sign.
3. Wall signs: May not exceed 10% of the area of any wall on which they are located.
4. Banners: Shall only be allowed when attached to and flat against a Building.
5. Prohibited Signs: Portable signs, off-site advertising, other freestanding temporary signs.

G. Landscaping

1. Primary Lot: Shall be generally provided as shown on Exhibit B.
2. Out parcels: Landscaping shall be similar and consistent with that shown on the Primary Lot in Exhibit B. Such landscaping shall be negotiated during the Site Plan Review process as each out parcel develops. If the City and the developer are unable to agree on landscaping, the developer may request an amendment to the PDD that specifies such landscaping.

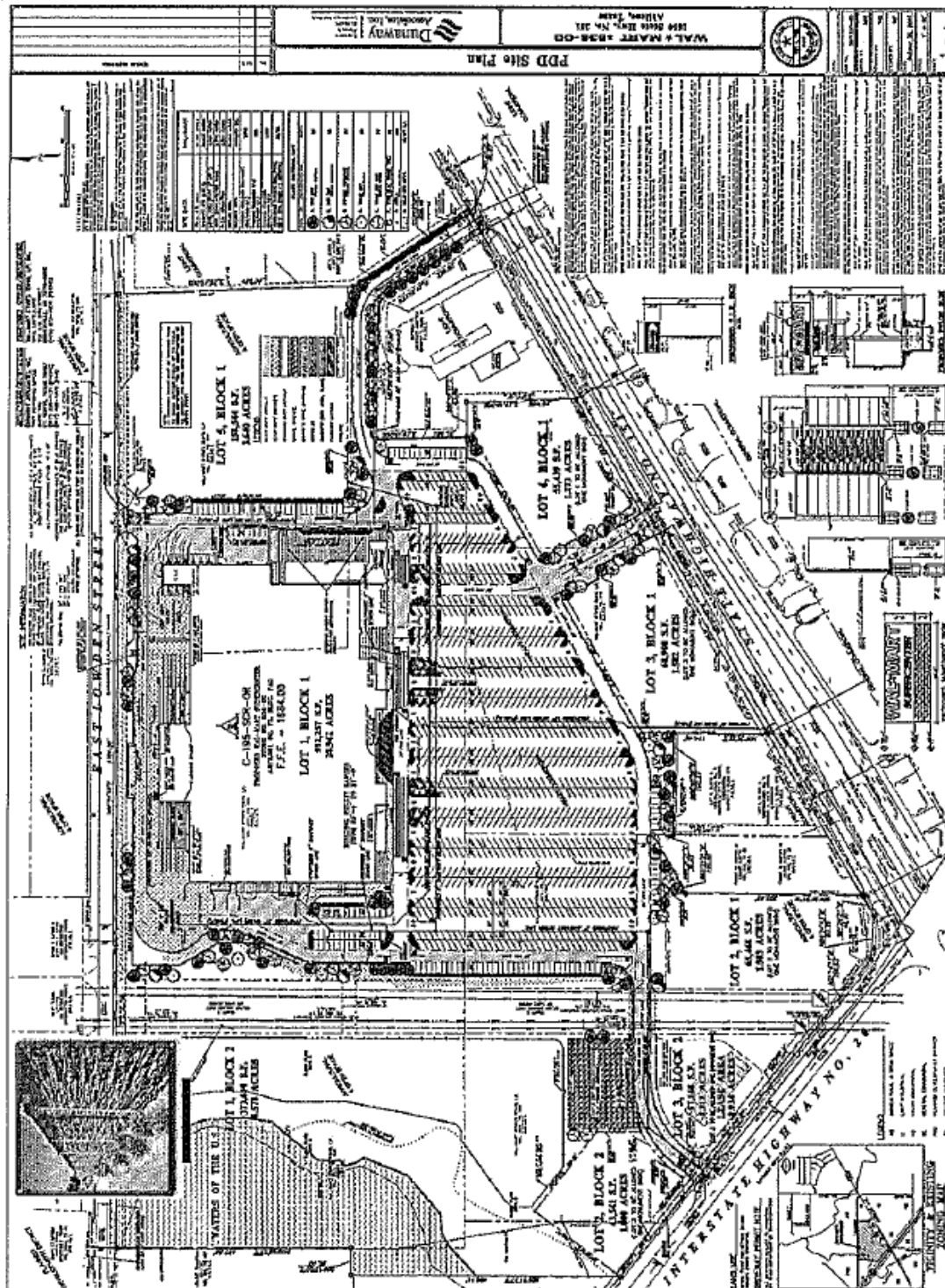
H. Outdoor storage and display of goods shall be prohibited with the exception of one area designated in Exhibit B, which may be used for the outdoor display of merchandise only.

I. Freight Containers shall be permitted seasonally, subject to the following conditions:

1. The temporary and seasonal storage of Freight Containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal Freight Containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal Freight containers may only be stored at the locations shown on the proposed site plan in EXHIBIT C.
5. Seasonal Freight containers shall not be stacked on each other or on any other structure.

ORDINANCE NO. _____
EXHIBIT "A"

PART 8: Development Schedule. If a building permit is not issued within 18 months of the date of this ordinance, the Planning Director shall initiate rezoning of the PDD to AO (Agricultural-Open Space) and HC, (Heavy Commercial) or if transfer of land does not occur within 60 days to Wal-Mart, the Planning Director shall initiate rezoning of the entire PDD, or any specific tract, to AO and/or HC as previously zoned upon written request of any or all of the owners.



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ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 27th day of June, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of May, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11th day of July, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11th day of July, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Location:

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

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

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

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open-space) and HC (Heavy Commercial) 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 PDD is as follows:

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, being all of that certain tract of land as described by deed to Larry L. Hill, recorded in Volume 2315, Page 789, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the southwest corner of Lot 1, Block A, Liddle Acres, an addition to the City of Abilene, according to the plat recorded in Cabinet 2, Slide 249-B, Plat Records, Taylor County, Texas, and being in the northwest right of way line of State Highway No. 351; a variable width right-of-way, 130 feet wide at this point;

North 33°12'52" West, with the west line of said Lot I, a distance of 258.49 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, and being the common east corner of said Hill tract and that certain tract of land as described by deed to Millard F. McKnight and LaVorise L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas;

THENCE with the common line of said Hill tract and said McKnight tract the following courses and distances:

North 88°06'33" West, a distance of 674.40 feet to a point;

North 00°51'59" West, a distance of 419.99 feet to a point in the south line of Lowden Street (unrecorded right-of-way);

THENCE South 88°54'18" East, departing said common line, with said south line of Lowden Street, a distance of 673.28 feet to a 3/8 inch iron rod found;

ORDINANCE NO. _____
EXHIBIT "A"

THENCE South 00°57'52" East, passing at a distance of 9.53 feet the northwest corner of the aforementioned Lot I, Block A, Liddle Acres, and continuing with the common line of said Hill tract and said Lot I, in all a distance of 429.38 feet to the POINT OF BEGINNING and containing 285,910 square feet or 6.563 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, being part of that certain tract of land as described by deed to Millard F. McKnight and LaVoris L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the southwest corner of Lot 1, Block A, Liddle Acres, an addition to the City of Abilene, according to the plat recorded in Cabinet 2, Slide 249-B, Plat Records, Taylor County, Texas, and being in the northwest right of way line of State Highway No. 351; a variable width right-of-way, 130 feet wide at this point;

THENCE South 61°24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 49.87 feet to a 1/2 inch iron rod found for the common south corner of said McKnight tract and Section 1, McKnight Addition, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 36, Plat Records, Taylor County, Texas;

THENCE, with the common line of said McKnight tract and said Section 1 the following courses and distances:

North 33°16'47" West, a distance of 228.80 feet to a 5/8 inch iron rod set;

North 87°56'47" West, a distance of 257.30 feet to a 3/8 inch iron rod found;

South 00°41'47" East, a distance of 166.58 feet to a 5/8 inch iron rod set in the north line of that certain tract of land as described by deed to Marietta Chase Mills, recorded in Volume 1580, Page 984, Deed Records, Taylor County, Texas, and as described by deed to Eddie Chase, recorded in Volume 1580, Page 990, Deed Records, Taylor County, Texas;

THENCE North 88°45'17" West, with the common line of said McKnight tract and said Chase tract, passing at a distance of 739.37 feet the common north corner of said Chase tract and that certain tract of land as described by deed to James D. Self and wife, Beth LaVaughn Self, recorded in Volume 515, Page 238, Deed Records, Taylor County, Texas, with the common line of said Self tract and said McKnight tract, in an overall distance of 1015.21 feet to the southeast corner of that certain tract of land described to West Texas Utilities Company recorded in Volume 206, Page 171, Deed Records, Taylor County, Texas;

THENCE North 01°09'55" East, with the east line of said West Texas Utilities tract, (Volume 206, Page 171), a distance of 638.01 feet to a point in the south line of Lowden Street (unrecorded right-of-way);
THENCE South 88°54'18" East, with said south line of Lowden Street, a distance of 604.58 feet to the common north corner of said McKnight tract and the certain tract of land as described by deed to Larry L. Hill, recorded in Volume 2315, Page 789, Deed Records, Taylor County, Texas;

THENCE with the common line of said McKnight tract and said Hill tract the following courses and distances: South 00°51'59" East, a distance of 419.99 feet to a point; South 88°06'33" East, a distance of 674.40 feet to a 5/8 inch iron rod set in the west line of the aforementioned Lot 1, Block A, Liddle Acres;

THENCE South 33°12'52" East with the common line of said McKnight tract and said Lot 1, a distance of 258.49 feet to the POINT OF BEGINNING, containing an area of 503,540 square feet or 11.560 acres of land; and

ORDINANCE NO. _____
EXHIBIT "A"

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the W. F. Decker Survey, Abstract No. 956, in the City of Abilene, Taylor County, Texas, being part of that certain tract of land as described by deed to Millard F. McKnight and LaVoris L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the common north corner of said McKnight tract and that certain tract of land as described to Abilene Christian College, recorded in Volume 326, Page 461, Deed Records, Taylor County, Texas, and being in the south line of Lowden Street (unrecorded right-of-way);

THENCE South 88°54'18" East, with said south line, a distance of 403.50 feet to the northwest corner of that certain tract of land as described to West Texas Utilities Company, recorded in Volume 206, Page 171, Deed Records, Taylor County, Texas;

THENCE South 01 °09'55" West, with the west line of said West Texas Utilities tract, a distance of 637.75 feet to the southwest corner of said West Texas Utilities tract, and being in the north line of that certain tract of land as described by deed to J. Keith Justice and wife, Vera Justice, recorded in Volume 429, Page 315, and Volume 675, Page 148, Deed Records, Taylor County, Texas;

THENCE North 88°45'17" West, with the common line of said McKnight tract and said Justice tract a distance of 400.82 feet to a fence corner post found;

THENCE North 00°55'27" East, continuing with said common line, passing at a distance of 208.88 feet a 5/8 inch iron rod set for the common east corner of said Justice tract and the aforementioned Abilene Christian College tract, continuing with the common line of said McKnight tract and said College tract, in an overall distance of 636.70 feet to the POINT OF BEGINNING and containing 256,265 square feet or 5.884 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, and being all of that certain tract of land as described by deed to Marietta Chase Mills, recorded in Volume 1580, Page 984, Deed Records, Taylor County, Texas, and being the same tract of land as described by deed to Eddie Chase, recorded in Volume 1580, Page 990, Deed Records, Taylor County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the southwest corner of Section 1 McKnight Addition, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 36, Plat Records, Taylor County, Texas, and being in the northwest right of way line of State Highway No. 351, a variable width right-of-way; being 130 feet wide at this point;

THENCE South 61 °24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 717.27 feet to a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the common south corner of said Chase tract and Lot 1, Block A, Continuation No.1, George & White Associates Subdivision, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 576, Plat Records, Taylor County, Texas;

THENCE South 61 °24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 717.27 feet to a 5/8 inch iron rod with yellow cap stamped "Dunaway Assoc. Inc." set (hereinafter called 5/8 inch iron rod set) for the common south corner of said Chase tract and Lot 1, Block A, Continuation No.1, George & White Associates Subdivision, an addition to the City of Abilene, according to the plat recorded in Cabinet 1, Slide 576, Plat Records, Taylor County, Texas;

ORDINANCE NO. _____
EXHIBIT "A"

THENCE North 01°31'21" East, with the common line of said Chase tract and said Lot 1, a distance of 174.48 feet to a 5/8 inch iron rod set;

THENCE North 88°46'59" West, continuing with said common line, a distance of 190.27 feet to a 5/8 inch iron rod set in the east line of that certain tract of land as described by deed to Frank W. Martin and wife, Louise Martin, recorded in Volume 442, Page 33, Deed Records, Taylor County, Texas;

THENCE North 01°31'21" East, with the common line of said Chase tract and said Martin tract, passing at a distance of 36.03 feet a 5/8 inch iron rod set for the common east corner of said Martin tract and that certain tract of land as described by deed to James D. Self and wife, Beth LaVaughn Self, recorded in Volume 515, Page 238, Deed Records, Taylor County, Texas, with the common line of said Chase tract and said Self tract, in an overall distance of 386.35 feet to the northeast corner of said Self tract and being in the south line of that certain tract of land as described by deed to Millard F. McKnight and LaVorise L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas;

THENCE South 88°45'17" East, with the common line of said Chase tract and said McKnight tract, passing at a distance of 739.37 feet a 5/8 inch iron rod set for a west corner of the aforementioned Section 1, with the common line of said Chase tract and said Section 1, in an overall distance of 802.87 feet to a 1/2 inch iron rod found;

THENCE South 00°41'47" East, continuing with said common line, a distance of 204.04 feet to the POINT OF BEGINNING, containing an area of 309,927 square feet or 7.115 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the N. J. Decker Survey, Abstract No. 957, in the City of Abilene, Taylor County, Texas, and being part of that certain tract of land as described by deed to James D. Self and wife, Beth LaVaughn Self, recorded in Volume 515, Page 238, Deed Records, Taylor County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the common south corner of said Self tract and that certain tract of land as described by deed to West Texas Utilities Company, recorded in Volume 206, Page 170, Deed Records, Taylor County, Texas, and being in the northeast right-of-way line of Interstate Highway No. 20; being a variable width right-of-way, 400 feet wide at this point;

THENCE North 01° 15'16" East, with the common line of said Self tract and said West Texas Utilities Company tract, a distance of 705.00 feet to a point in the south line of that certain tract of land as described by deed to West Texas Utilities Company, recorded in Volume 206, Page 171, Deed Records, Taylor County, Texas;

THENCE South 88°45'17" East, with the common line of said Self tract and said West Texas Utilities Company tract, a distance of 13.73 feet to the common south corner of said West Texas Utilities Company tract and that certain tract of land as described by deed to Millard F. McKnight and LaVorise L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas, and with the common line of said Self tract and said McKnight tract, in an overall distance of 289.57 feet to the common north corner of said Self tract and that certain tract of land as described by deed to Marietta Chase Mills, recorded in Volume 1580, Page 990, Deed Records, Taylor County, Texas;

THENCE South 01°31'21" West, with the common line of said Self tract and said Chase tract a distance of 350.32 feet to a 5/8 inch iron rod set for the common east corner of said Self tract and that certain tract of land as described by deed to Frank W. Martin and wife, Louise Martin recorded in Volume 442, Page 33, Deed Records, Taylor County, Texas;

ORDINANCE NO. _____
EXHIBIT "A"

THENCE with the common line of said Self tract and said Martin tract the following courses and distances: South 62°31'21" West, a distance of 125.00 feet to a 5/8 inch iron rod set; South 01 °31 '21" West, a distance of 322.62 feet to a 5/8 inch iron rod set in the northwest right-of-way line of State Highway No. 351, a variable width right-of-way;

THENCE South 61 °24'51" West, with said northwest right-of-way line of State Highway No. 351, a distance of 42.61 feet to a 5/8 inch iron rod set for the east end of a corner clip from said northwest right-of-way line of State Highway No. 351 to the northeast right-of-way of aforementioned Interstate Highway No. 20;

THENCE North 84°54'43" West, with said corner clip, a distance of 83.22 feet to a 5/8 inch iron rod set in said northeast right-of-way line of Interstate Highway No. 20, from which an aluminum monument found bears North 64°04'09" East, a distance of 0.37 feet;

THENCE North 51°14'17" West, with said northeast right-of-way line of Interstate Highway No. 20, a distance of 71.62 feet to the POINT OF BEGINNING and containing 174,010 square feet or 3.995 acres of land; and

Being a tract of land situated in the south half of Section 24, Blind Asylum Land, in the W. F. Decker Survey, Abstract No. 956, in the City of Abilene, Taylor County, Texas, and being part of that certain tract of land as described by deed to J. Keith Justice and wife, Vera Justice, recorded in Volume 429, Page 315, and all of that certain tract of land as described to J. Keith Justice and wife, Vera Justice, recorded in Volume 675, Page 148, Deed Records, Taylor County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the common south corner of said Justice tract and that certain tract of land as described by deed to West Texas Utilities Company, recorded in Volume 206, Page 170, Deed Records, Taylor County, Texas, and being in the northeast right-of-way line of Interstate Highway No. 20 (a variable width right-of-way, 400 feet wide at this point);

THENCE North 51°14'17" West, with said northeast right-of-way line of Interstate Highway No. 20, a distance of 573.16 feet to a 5/8 inch iron rod set in the common line of said Justice tract, and the remainder of that certain tract of land as described by deed to Abilene Christian College, recorded in Volume 326, Page 461, Deed Records, Taylor County, Texas;

THENCE with said common line the following courses and distances:

North 01 °21 '57" East, a distance of 499.14 feet to a 5/8 inch iron rod set;

South 89°15'03" East, a distance of 50.40 feet to a 5/8 inch iron rod set in the west line of that certain tract of land as described by deed to Millard F. McKnight and LaVoris L. McKnight Revocable Living Trust, recorded in Volume 2209, Page 856, Deed Records, Taylor County, Texas;

THENCE with the common line of said Justice tract and said McKnight tract the following courses and distances:

South 00°55'27" West, a distance of 208.88 feet to a fence corner post found;

South 88°45'17" East, a distance of 402.10 feet to the common north corner of said Justice tract and aforementioned West Texas Utilities Company tract;

THENCE South 01 ° 15'16" West, with the common line of said Justice tract and said WTU tract, a distance of 639.75 feet to the POINT OF BEGINNING and containing 222,129 square feet or 5.099 acres of land.

ORDINANCE NO. _____
EXHIBIT "A"

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for commercial development and related activities of a 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:

1. Permitted Uses:

A. Uses listed in the Retail Trade portion of the Permitted Use Chart in the Zoning Ordinance of the City of Abilene (henceforth called the Zoning Ordinance), with the following exceptions:

- Aircraft and accessories
- Auctions
- Automobiles and Trucks
- Marine Craft
- Mobile Homes
- Travel Trailers and Motor Homes
- Motorcycles
- Pawn Shops
- Scrap and Waste Material
- Secondhand Merchandise including flea markets

B. Offices

C. Banks/Financial Institutions and Services

D. Travel Arranging

E. Beauty or Barber Shop

F. Laundry and Dry Cleaning

G. Telegraph/Money Transfer Services

H. Auto/Small Truck Servicing and/or Auto Wash only if incidental and attached to a Department Store

2. Site Development shall be in accordance with the following regulations and as generally depicted on the site plan attached hereto as Exhibit B.

A. Setbacks:

1. Setbacks for the 21.453 acre tract (referred to henceforth as the Primary Lot) shall be in compliance with Exhibit B.

2. Setbacks for out parcels:

- Along Public Right-of-way:
20 feet minimum if use of the 20 feet is landscaped and/or sidewalks only.
30 feet minimum if parking is located in the setback
- All other setbacks: 10 feet

B. Maximum Height: 40 feet, excluding architectural exceptions allowed by the Zoning Ordinance

ORDINANCE NO. _____
EXHIBIT "A"

C. Off-street Parking shall be provided in accordance with the Zoning Ordinance.

D. Loading Spaces

1. For the Primary Lot: as depicted in Exhibit C.
2. For the out parcels: as required by the Zoning Ordinance.

E. Driveway access:

1. From State right-of-way: Shall be determined by the regulations set forth by the Texas Department of Transportation.
2. From City right-of-way: A maximum of one driveway per lot per street.
3. Internal to the PDD: Driveways from one lot to another lot within the PDD are recommended.

F. Signs:

1. Free-standing signs
 - One pole sign shall be permitted along the I-20 frontage with a maximum height of 35 feet and a maximum area of 175 square feet. No other pole signs shall be permitted.
 - All other free standing signs shall be monument design with a maximum height of 6 feet and a maximum area of 75 square feet. Each business is limited to one monument sign.
3. Wall signs: May not exceed 10% of the area of any wall on which they are located.
4. Banners: Shall only be allowed when attached to and flat against a Building.
5. Prohibited Signs: Portable signs, off-site advertising, other freestanding temporary signs.

G. Landscaping

1. Primary Lot: Shall be generally provided as shown on Exhibit B.
2. Out parcels: Landscaping shall be similar and consistent with that shown on the Primary Lot in Exhibit B. Such landscaping shall be negotiated during the Site Plan Review process as each out parcel develops. If the City and the developer are unable to agree on landscaping, the developer may request an amendment to the PDD that specifies such landscaping.

H. Outdoor storage and display of goods shall be prohibited with the exception of one area designated in Exhibit B, which may be used for the outdoor display of merchandise only.

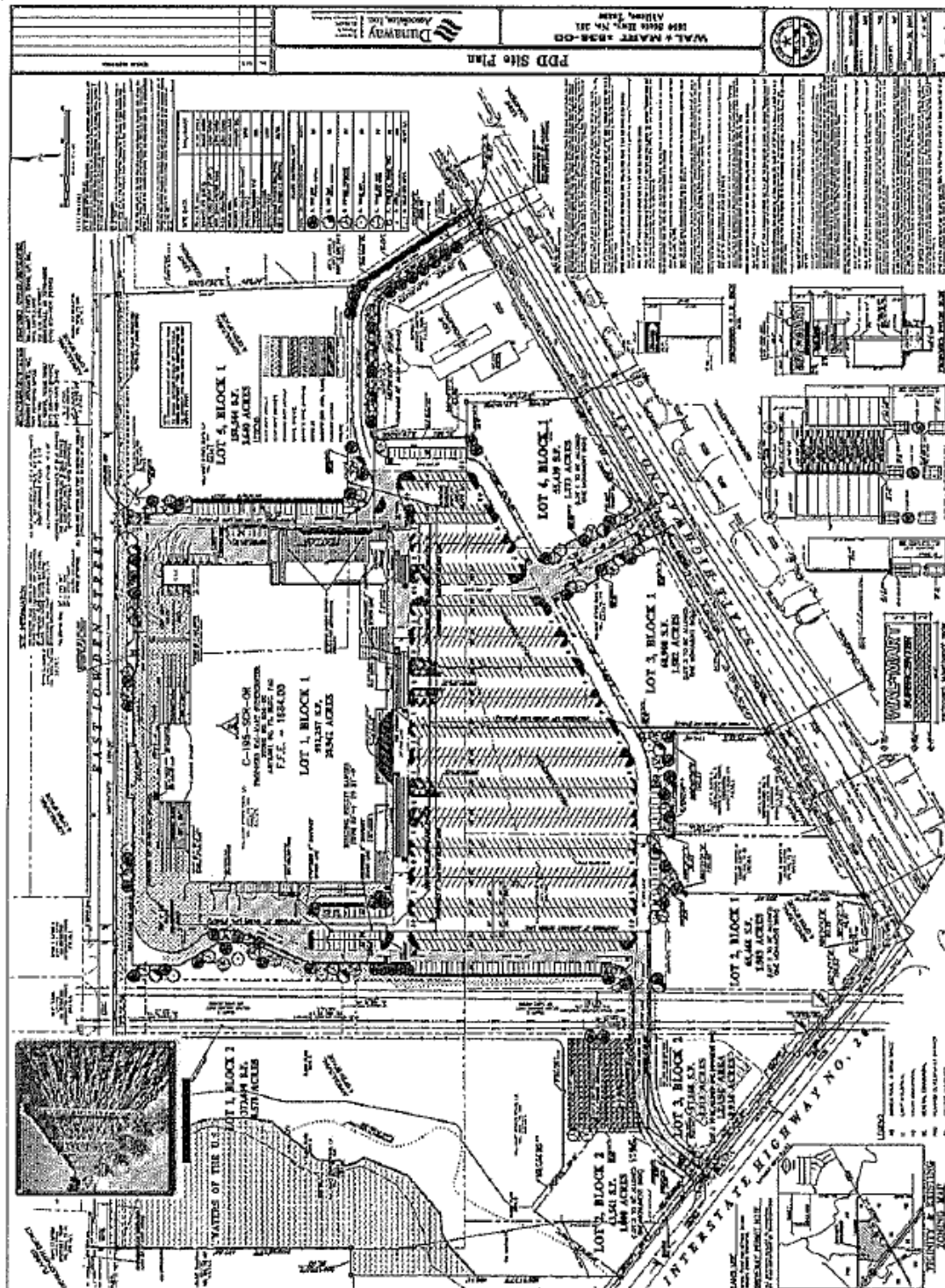
~~I. Freight Containers are prohibited.~~

I. Freight Containers shall be permitted seasonally, subject to the following conditions:

1. The temporary and seasonal storage of Freight Containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal Freight Containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal Freight containers may only be stored at the locations shown on the proposed site plan in EXHIBIT C.
5. Seasonal Freight containers shall not be stacked on each other or on any other structure.

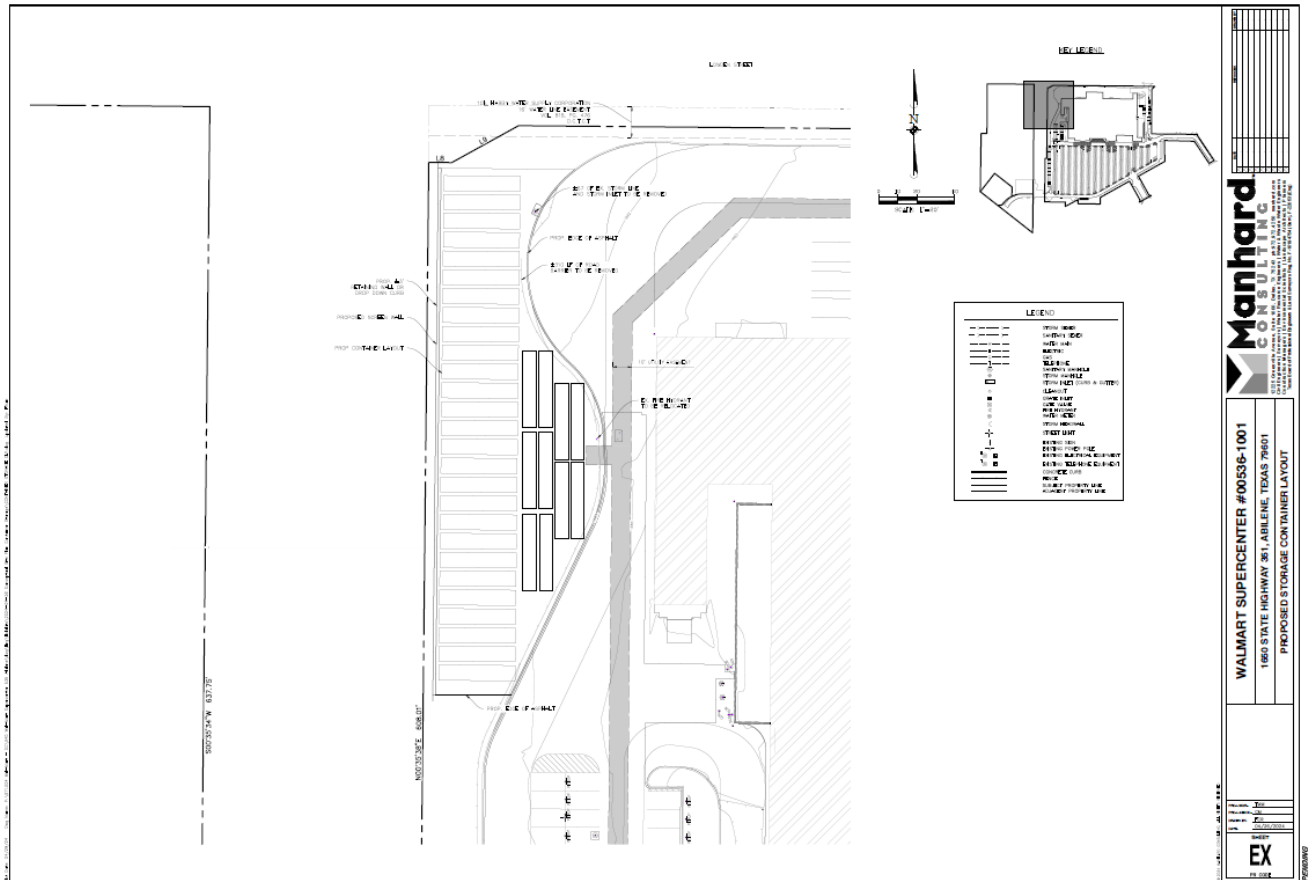
ORDINANCE NO. _____
EXHIBIT "A"

PART 8: Development Schedule. If a building permit is not issued within 18 months of the date of this ordinance, the Planning Director shall initiate rezoning of the PDD to AO (Agricultural-Open Space) and HC, (Heavy Commercial) or if transfer of land does not occur within 60 days to Wal-Mart, the Planning Director shall initiate rezoning of the entire PDD, or any specific tract, to AO and/or HC as previously zoned upon written request of any or all of the owners.



ORDINANCE NO. _____
EXHIBIT "C"

A. Permitted Shipping Container Storage Area



END

ZONING CASE Z-2024-15

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 4, 2024
City Council 1st Reading: June 27, 2024
City Council 2nd Reading: July 11, 2024

Applicant

Owner: Shawn Genenbacher

Case Manager

Clarissa Ivey – Planner

Request

Amend the terms of the Planned Development District-74 (PDD-74) to reduce minimum setbacks for Area 2. Specifically, the request pertains to proposed Lots 7 and 8 of the adjoining plat of Continuation 1, Sierra Sunset Addition, Section 1.

Location

4693 Sierra Sunset, with the legal description being 163.734 acres of land out of the William E. Vaughn Survey No. 104, Taylor County, Texas., Abilene, Taylor County, Texas.

Background

The proposed plat, once recorded, will complete the Sierra Sunset development. The issue only pertains to Lots 7 and 8 and results from the desire of the applicant to use the same building floorplan proposed for Lots 1 -6. Because Lots 7 and 8 front onto a knuckle-sac (a half cul-de-sac), the depth of both lots is reduced. The applicant seeks a PDD amendment to allow an alternative rear yard setback for these two lots.

Existing Uses/Zoning

The PDD-74 has a minimum front setback of 20 feet when adjacent to a street and a 20 feet rear setback. The applicant proposes to maintain the required 20-foot front setback and to require a 10-foot rear setback. The applicant is aware of the fact that 10-foot utility easement is located along the rear property line and that the presence of the easement, with a minimum 10-foot rear setback, will prevent any backyard improvements.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The proposed amendment would be consistent with the intent PDD-74 and would be consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed reduction of the minimum rear setback from 20 feet to 10 feet would not adversely affect any surrounding property.

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

The amendment, if approved, would be consistent with the approved plat and the plans of the City and affected utility providers to provide utility service to Lots 7 and 8.

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

None known.

P&Z Recommendation

The Planning and Zoning Commission unanimously recommends **denial**.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER	PROP_ID	SITUS	RESPONSE
4210 SIERRA SUNSET LLC	981441	4210 SIERRA SUNSET	
AKANDE SEUN O	110148	4526 MARGARITAS WY	
ALANIS LAVILLA HOMES LLC	981434	4225 SIERRA SUNSET	
ALMANZA OTHON & CLAUDIA S SANTIAGO	975768	8209 THOMPSON PW	
ANDERSON RANDALL & KIMBERLY	981266	4517 MAJESTIC SKY	
ANTILLEY WEST LLC	17730	8118 BUFFALO GAP RD	
ATKINSON PHILIP Z & MARTIZA M	987667	4501 VISTA DEL SOL	
BATES KYLER E ET AL	110143	4426 MARGARITAS WY	
BEARDEN DAVID & SHIFFLETT AMBER	975737	4418 SIERRA SUNSET	
BELTWAY PARK BAPTIST CHURCH	105682		
BLACK CHARLES B & LORI D	981425	4025 SIERRA SUNSET	
BREWER BARRY CHRISTOPHER &	110159	8218 LINDA VISTA	
BROCK CLIFFORD JR & KEALLY	981440	4202 SIERRA SUNSET	
BROWN PAUL V & BROWN-HALEY PERRY K	975734	8410 THOMPSON PW	O
BROWNE DAVID & CASANDRA	110170	4425 MARGARITAS WY	
BRYANT CHRISTOPHER J & BRYANT ILSE M	981236	4434 HIGH SIERRA	
BUNNELL GRAYSON LEE & MARLA	981270	4417 MAJESTIC SKY	
BURKE PATRICK THOMAS & ELISE BETH	975771	8117 THOMPSON PW	
BYNUM JOHN D & CAROLYN	110156	8126 LINDA VISTA	
CALDERON FRANK & CHANDRA L	975732	8310 THOMPSON PW	
CANNON BENJAMIN & DESIREE	106858	4518 VISTA GRANDE	
CAPKO KYLE & FRANCES A	981428	4117 SIERRA SUNSET	
CARLSON TODD & KIRSTEN	106854	4418 VISTA GRANDE	
CAROTHERS TRENTON ORAN & TARA NICOLE	106873	8410 LINDA VISTA	
CARRILLO HERIBERTO JR	987660	4625 VISTA DEL SOL	
CARTER WILLIE K	987657	4649 VISTA DEL SOL	O
CASTILLO TIMOTHY RAY	981436	4110 SIERRA SUNSET	
CHAPMAN CHARLES L &	975745	4618 SIERRA SUNSET	
CHEN ZHI & SHIRLEY WARD	987661	4617 VISTA DEL SOL	
CHRISTIAN TOBY D & CAREN E	110169	4433 MARGARITAS WY	
CLEM JAMES L JR & APRIL H	975740	4510 SIERRA SUNSET	
COMBS DWIGHT & MERI	975772	8101 THOMPSON PW	
Confidential Owner	987669	4409 VISTA DEL SOL	
Confidential Owner	987659	4633 VISTA DEL SOL	
Confidential Owner	106857	4510 VISTA GRANDE	
Confidential Owner	987665	4517 VISTA DEL SOL	
Confidential Owner	106864	4609 VISTA GRANDE	
Confidential Owner	981242	4610 HIGH SIERRA	
CONNALLY GARY & JIMMIE	110158	8210 LINDA VISTA	O
CONNALLY MARK STEPHEN	975744	4610 SIERRA SUNSET	
CORDER KENNETH D JR	975730	8202 THOMPSON PW	

CYUMA SAMUEL &	110149	4602 MARGARITAS WY	
DALE CHAD & JACQUELYN	975746	8418 LINDA VISTA	
DAY JOHN DEE & BEVERLY C	106865	4601 VISTA GRANDE	
DELA TORRE BOBBY C & VICTORIA O	106872	4409 VISTA GRANDE	
DELEON KRISTY I & WILLS SEAN	987650	4526 VISTA DEL SOL	O
D'ELIA JAMES	975759	8417 THOMPSON PW	
DIAMBRA ODI H JR	981240	4526 HIGH SIERRA	
DITTIG JOHN ANTHONY & SARAH KAYE	975739	4502 SIERRA SUNSET	O
DOLLOFF KENDEN	110141	4410 MARGARITAS WY	
DRD DEVELOPMENT LTD	1005346	8201 BUFFALO GAP RD	
DUCHESNE CARLOS JR & DIVINA	981265	4525 MAJESTIC SKY	
ELIZONDO DUSTIN REGELIN &	981262	4409 HIGH SIERRA	
ELIZONDO RICHARD & SIRINTRA	981268	4501 MAJESTIC SKY	
ERATH MICHAEL R SR & CAROLYN M	975731	8226 THOMPSON PW	
EVANS LELAND & CRISTINA	987658	4641 VISTA DEL SOL	
FACCENDA MICHAEL DEAN	110150	4610 MARGARITAS WY	
FARLEY CHAD DEREK & SARAH JEANETTE	975729	8118 THOMPSON PW	
FARQUHARSON VONETTA & ARDENNIE	106868	4509 VISTA GRANDE	
FAWCETT BRAD & AUTUMN	975749	4601 SIERRA SUNSET	
FENTON DAVID ALLAN &	975736	4410 SIERRA SUNSET	
FERNANDEZ JACOB ANTHONY	987653	4650 VISTA DEL SOL	
FERNANDEZ RODERICK E &	110157	8202 LINDA VISTA	
FLANDERS RICHARD D & SUN	987664	4525 VISTA DEL SOL	O
FOUR B REAL ESTATE LLC	22120		
FOWLER CLYDE & KATHY	981426	4033 SIERRA SUNSET	
FULTON ZACHARY ALAN	975728	8110 THOMPSON PW	
G4 ASSETS LLC	987456	4693 SIERRA SUNSET	
GALBREATH FAMILY TRUST	981422	4001 SIERRA SUNSET	O
GANNON FAMILY TRUST	981238	4510 HIGH SIERRA	
GARRETT EARL T & CHARLEEN	975747	4617 SIERRA SUNSET	
GARZA JASON LEE &	110162	4617 MARGARITAS WY	
GERARD BRENDA CRAWFORD	110155	8118 LINDA VISTA	
GESTOLE RONALD & GWYNETH	981424	4017 SIERRA SUNSET	
GILLIT HAROLD RUBEN JR	980210		
GOLDIE DAVID & MARLENE	106875	8310 LINDA VISTA	
GRANT ERIC & ARIAN	981423	4009 SIERRA SUNSET	
GRIFFIN JOSEPH A & REBECCA L	975743	4602 SIERRA SUNSET	
HALL ZAKARY & DAKOTA	975760	8409 THOMPSON PW	
HARPER SANDRA & ROBERT DAVIS JR	981254	4601 HIGH SIERRA	
HARRIS HAYWOOD LINK &	110146	4510 MARGARITAS WY	
HAWKS WESLEY D & SHERRY	981256	4517 HIGH SIERRA	
HAYES HEIDI LYNN	1016012	8402 RIDGE VW	
HAYES ORVILLE SCOTT &	106853	4410 VISTA GRANDE	
HEGER THOMAS P & YING L	981438	4126 SIERRA SUNSET	
HENDERSHOTT KEVIN MICHAEL & BLANCHA LURA	987670	4401 VISTA DEL SOL	O
HERVEY JAMES M & ANGELA	106863	4617 VISTA GRANDE	
HIGHT MICHAEL O & SUZANNE	981430	4133 SIERRA SUNSET	
HILLOCK MICHELLE TAYLOR	981267	4509 MAJESTIC SKY	
HOFF ROBERT & SUSAN L	981271	4409 MAJESTIC SKY	
HUGHES JAMES HUNTER &	45108	8042 SCOOTER CT	
JENNINGS JOSHUA & AMY K	975738	4426 SIERRA SUNSET	

JOHNSON BRETT	975750	4517 SIERRA SUNSET	
JOHNSTON CHRISTOPHER A & PAMELA	975757	4341 SIERRA SUNSET	O
JONES DEMETRI & JENNIFER LEE	975727	8102 THOMPSON PW	
JUNGMEYER PAUL & KRISTI MORRIS	110166	4517 MARGARITAS WY	
KELLER NICOLE L	106870	4425 VISTA GRANDE	
KENNEDY ROBERT E EST	16577		
KNIGHT JARED R & SARAH	981433	4217 SIERRA SUNSET	
KRACH MICHAEL L & DEANNA L	975756	4349 SIERRA SUNSET	O
LABADIE NEIL & NOVA ROBINSON	975764	8309 THOMPSON PW	
LAWTHER ANDREW	987655	4668 VISTA DEL SOL	
LE NIKKI	106871	4417 VISTA GRANDE	
LEMKE SHAUN J & JENNIFER M	981432	4209 SIERRA SUNSET	
LERMA LUIS	975761	8401 THOMPSON PW	
LEUTH CHRISTOPHER	981237	4502 HIGH SIERRA	
LEVESQUE GEORGE P & SIDNEY S	110171	4417 MARGARITAS WY	
LIN HUI BIAO & MU JIAO WEI	981249	4518 MAJESTIC SKY	
LIU CAIHONG & JIAHUA CHEN	987668	4417 VISTA DEL SOL	
LONG ROBERT K & LISA RENEE	975753	4425 SIERRA SUNSET	
LOTT JOHNNY L & KAREN	110164	4601 MARGARITAS WY	
LYNN TAMMIE RUTH EDMONDSON &	18077		
MARKS GARY L & REBECA D	110165	4525 MARGARITAS WY	
MARQUARDT DENNIS J &	106860	4602 VISTA GRANDE	
MARTIN DWAYNE A & LORI A	987663	4601 VISTA DEL SOL	O
MATTHEWS MICHAEL J & THERESA L	987652	4610 VISTA DEL SOL	
MC BRAYER JEREMY M &	16334		
MC CLINTOCK STEPHEN & LAURA	110144	4434 MARGARITAS WY	
MC COUN KELLY &	110172	4409 MARGARITAS WY	
MC GLONE KEVIN	110145	4502 MARGARITAS WY	
MCCARTHY JOHNATHON D &	106856	4502 VISTA GRANDE	
MCDONALD ADAM MATTHEW &	981255	4525 HIGH SIERRA	
MEIERGERD RYAN D	110142	4418 MARGARITAS WY	
MINTCHEV MARTIN	981233	4410 HIGH SIERRA	
MIRA VISTA INC	975773		
MITCHELL TAVARUS CHARELL & SPARKLE	981261	4417 HIGH SIERRA	
MOSETO ROYALTY LLC	975767	4325 BELTWAY S	
MOSQUERA ALBERTO F & SANDRA	981244	4418 MAJESTIC SKY	
MUNOZ THOMAS & COURTNEY B	981431	4201 SIERRA SUNSET	
NIEVES-RIVERA MARCOS & ELBA	981243	4410 MAJESTIC SKY	
NOEL JEAN	987654	4658 VISTA DEL SOL	
OHLHAUSEN CASSIE J	106859	4526 VISTA GRANDE	
OSAE-ASANTE MICHAEL JR & PAULINA	981251	4602 MAJESTIC SKY	
OSBORNE BRANDON & KIMBERLY	975763	8317 THOMPSON PW	
PABLEO GEMMA & JULIAN JR	110161	4618 HIGH SIERRA	
PARKER CHRISTOPHER R & TONYA D	981234	4418 HIGH SIERRA	
PECK FRANK & AMBER	110175	4617 MAJESTIC SKY	
PEREIRA FAUSTINO A & NORMA I	981259	4433 HIGH SIERRA	
PEREZ FAUSTINO & DELIA	1016011	8342 RIDGE VW	
PEREZ FRANK	1015715		
PERRIER JONATHAN R &	106874	8402 LINDA VISTA	
PITTMAN MARTIN B & MEREDITH A	68564	8033 THOMPSON PW	
PRICHARD ROBERT A & DEBRA R	981253	4609 HIGH SIERRA	

PRUITT RODNEY L & ELIZABETH A	981437	4118 SIERRA SUNSET	
QUINN KEVIN & JENNIFER	987647	4502 VISTA DEL SOL	
RAHE JUSTIN & JENNIFER	981263	4609 MAJESTIC SKY	
RAINES CRAIG ALLEN & PATRICIA ANN	106867	4517 VISTA GRANDE	
RATLIFF TAMI ELIZABETH	975752	4501 SIERRA SUNSET	
RETAIL BUILDINGS INC	41669		
RHODES GARY & MARIA	106855	4426 VISTA GRANDE	
RILEY DANIEL	981246	4434 MAJESTIC SKY	
RITCHEY JOEL LEE & CLAUDIA	975758	8425 THOMPSON PW	
ROBERTSON DWIGHT T IV & BONNIE	975762	8325 THOMPSON PW	
RODELL PAUL TAE & DUONG T	981442	4218 SIERRA SUNSET	
ROGERS KIMBERLY J	44708	8082 HEARNE DR	
RONY MATTHEW K & SHERINE	981257	4509 HIGH SIERRA	
ROSS MICHAEL L & LESA C	975769	8201 THOMPSON PW	
RUTLEDGE JAMES	981235	4426 HIGH SIERRA	
RWI LTD	987673	8609 THOMPSON PW	
SANTIBANEZ ANITA	106869	4501 VISTA GRANDE	
SANTOS GENARO & AMBER	110153	8102 LINDA VISTA	
SCC LAND & DEVELOPMENTS LLC	104571	3303 BELTWAY S	
SCHMERBECK ROBERT L & AMY L	981248	4510 MAJESTIC SKY	
SHABUTWA SIBOMANA EVARISTE & NANZANINKA RACHEL CLAUDINE &	981443	4226 SIERRA SUNSET	
SHAW THOMAS R & SHERRI	975735	4402 SIERRA SUNSET	O
SHELTON KELLY C & STEPANIE L	106866	4525 VISTA GRANDE	
SHERROD WESLEY C & TABATHA A	110160	8302 LINDA VISTA	
SIMMONS BENNIE L	110154	8110 LINDA VISTA	
SMITH CHAD MARRION & SANDRA	110163	4609 MARGARITAS WY	
SMITH GARRETT L & KIMBERLY	981269	4425 MAJESTIC SKY	
SMITH OSCAR III & CERLINA P	975765	8301 THOMPSON PW	
SMITH RANDY B & SHAYLA A	110168	4501 MARGARITAS WY	
SMITH RAYMOND EARL & SARAH LOU	987649	4518 VISTA DEL SOL	
SMITH ROGER C	110151	4618 MARGARITAS WY	
SPRINKLE JAMES R & SUZANNE	987662	4609 VISTA DEL SOL	
SS SRANI LLC	41541	8049 BUFFALO GAP RD	
STARK BRIAN M & CHRISTI D	981247	4502 MAJESTIC SKY	
STEVENS KRISTAL LORIELLE	110147	4518 MARGARITAS WY	
STOVALL JASA	975770	8125 THOMPSON PW	
STRICKLIN JACK L III & MELISSA	975755	4401 SIERRA SUNSET	
SWEET JOHNATHAN & MEGAN	981245	4426 MAJESTIC SKY	
TAMAYAO LAILANI	987646	4410 VISTA DEL SOL	
TANNER BRETTE T & LINDSEY C	981260	4425 HIGH SIERRA	
TAYLOR COUNTY	18326	8233 BUFFALO GAP RD	
TENG JINGYI	110152	4626 MARGARITAS WY	
TINER CHARLES & BARBARA	106862	8317 LINDA VISTA	O
TRAN TOAI D & TRINH T	975754	4409 SIERRA SUNSET	O
TRINH TRACIE	981435	4317 SIERRA SUNSET	
VALENTINE GREGG L & CRYSTAL B	975742	4526 SIERRA SUNSET	
VANN ROBERT EARL & HOPE Y LF EST	981252	4610 MAJESTIC SKY	O
VIEIRA PAUL & LUCILLE J	110173	4618 MAJESTIC SKY	
VILLALOBOS TRACY	981258	4501 HIGH SIERRA	
VULPE EDUARD ADRIAN & CHRISTINA	1005974	4101 SIERRA SUNSET	
WALDROOP ADDISON ELIZABETH & JOSHUA RAY CRISWELL	975733	8318 THOMPSON PW	

WARREN THOMAS J & DINA K	44819	8073 HEARNE DR	
WATSON AIR CONDITIONING &	16337	8225 BUFFALO GAP RD	
WATSON DENNIS M	21876		
WATSON POOLS INC	224935		
WHITE ANTHONY B & ALICIA A	981239	4518 HIGH SIERRA	
WHITE CONNIE	1005975	4109 SIERRA SUNSET	
WILLIAMS CALVIN & JAZMYNE L	987651	4602 VISTA DEL SOL	
WILLIAMS JASON BRYAN JR & KATIE SHORE	975751	4509 SIERRA SUNSET	
WILSON HELENA	987656	4657 VISTA DEL SOL	
WILSON REGGIE LEON & JESSICA RACHEL	975766	8225 THOMPSON PW	
WOOD CORY	975748	4609 SIERRA SUNSET	
WRIGHT DAVID LEWIS &	45261	8049 SCOOTER CT	
WRIGHT JUSTIN GRAY & SUZANNE E	981250	4526 MAJESTIC SKY	
WYLIE IND SCHOOL DIST	38679	4134 BELTWAY S	
WYLIE INDEPENDENT SCHOOL DISTRICT	68679	4202 BELTWAY S	
XYZ TRUST	16217	8170 BUFFALO GAP RD	
YOUNG GARY A & ENEDELIA CAVAZOS	975741	4518 SIERRA SUNSET	
ZOOK ED & CINDY	981429	4125 SIERRA SUNSET	
ZORN JAMES MICHAEL	110174	4617 HIGH SIERRA	O

OWNER	PROP_ID	SITUS	RESPONSE
XYZ TRUST	16217	8170 BUFFALO GAP RD	
MC BRAYER JEREMY M &	16334		
WATSON AIR CONDITIONING &	16337	8225 BUFFALO GAP RD	
KENNEDY ROBERT E EST	16577		
ANTILLEY WEST LLC	17730	8118 BUFFALO GAP RD	
LYNN TAMMIE RUTH EDMONDSON &	18077		
TAYLOR COUNTY	18326	8233 BUFFALO GAP RD	
WATSON DENNIS M	21876		
FOUR B REAL ESTATE LLC	22120		
WYLIE IND SCHOOL DIST	38679	4134 BELTWAY S	
SS SRANI LLC	41541	8049 BUFFALO GAP RD	
RETAIL BUILDINGS INC	41669		
ROGERS KIMBERLY J	44708	8082 HEARNE DR	
WARREN THOMAS J & DINA K	44819	8073 HEARNE DR	
HUGHES JAMES HUNTER &	45108	8042 SCOOTER CT	
WRIGHT DAVID LEWIS &	45261	8049 SCOOTER CT	
PITTMAN MARTIN B & MEREDITH A	68564	8033 THOMPSON PW	
WYLIE INDEPENDENT SCHOOL DISTRICT	68679	4202 BELTWAY S	
SCC LAND & DEVELOPMENTS LLC	104571	3303 BELTWAY S	
BELTWAY PARK BAPTIST CHURCH	105682		
HAYES ORVILLE SCOTT &	106853	4410 VISTA GRANDE	
CARLSON TODD & KIRSTEN	106854	4418 VISTA GRANDE	
RHODES GARY & MARIA	106855	4426 VISTA GRANDE	
MCCARTHY JOHNATHON D &	106856	4502 VISTA GRANDE	
Confidential Owner	106857	4510 VISTA GRANDE	
CANNON BENJAMIN & DESIREE	106858	4518 VISTA GRANDE	
OHLHAUSEN CASSIE J	106859	4526 VISTA GRANDE	

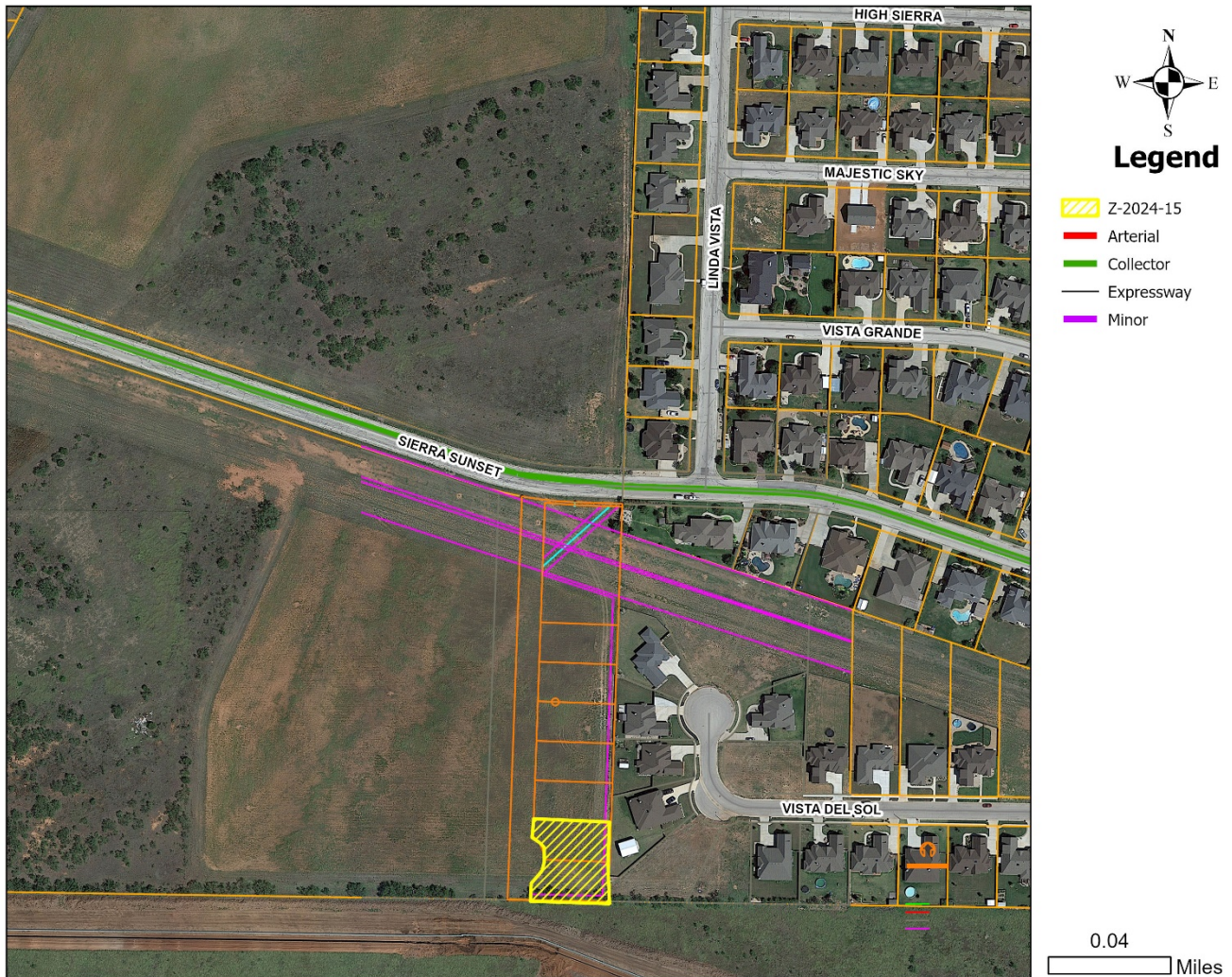
MARQUARDT DENNIS J &	106860	4602 VISTA GRANDE	
TINER CHARLES & BARBARA	106862	8317 LINDA VISTA	O
HERVEY JAMES M & ANGELA	106863	4617 VISTA GRANDE	
Confidential Owner	106864	4609 VISTA GRANDE	
DAY JOHN DEE & BEVERLY C	106865	4601 VISTA GRANDE	
SHELTON KELLY C & STEPANIE L	106866	4525 VISTA GRANDE	
RAINES CRAIG ALLEN & PATRICIA ANN	106867	4517 VISTA GRANDE	
FARQUHARSON VONETTA & ARDENNIE	106868	4509 VISTA GRANDE	
SANTIBANEZ ANITA	106869	4501 VISTA GRANDE	
KELLER NICOLE L	106870	4425 VISTA GRANDE	
LE NIKKI	106871	4417 VISTA GRANDE	
DELA TORRE BOBBY C & VICTORIA O	106872	4409 VISTA GRANDE	
CAROTHERS TRENTON ORAN & TARA NICOLE	106873	8410 LINDA VISTA	
PERRIER JONATHAN R &	106874	8402 LINDA VISTA	
GOLDIE DAVID & MARLENE	106875	8310 LINDA VISTA	
DOLLOFF KENDEN	110141	4410 MARGARITAS WY	
MEIERGERD RYAN D	110142	4418 MARGARITAS WY	
BATES KYLER E ET AL	110143	4426 MARGARITAS WY	
MC CLINTOCK STEPHEN & LAURA	110144	4434 MARGARITAS WY	
MC GLONE KEVIN	110145	4502 MARGARITAS WY	
HARRIS HAYWOOD LINK &	110146	4510 MARGARITAS WY	
STEVENS KRISTAL LORIELLE	110147	4518 MARGARITAS WY	
AKANDE SEUN O	110148	4526 MARGARITAS WY	
CYUMA SAMUEL &	110149	4602 MARGARITAS WY	
FACCENDA MICHAEL DEAN	110150	4610 MARGARITAS WY	
SMITH ROGER C	110151	4618 MARGARITAS WY	
TENG JINGYI	110152	4626 MARGARITAS WY	
SANTOS GENARO & AMBER	110153	8102 LINDA VISTA	
SIMMONS BENNIE L	110154	8110 LINDA VISTA	
GERARD BRENDA CRAWFORD	110155	8118 LINDA VISTA	
BYNUM JOHN D & CAROLYN	110156	8126 LINDA VISTA	
FERNANDEZ RODERICK E &	110157	8202 LINDA VISTA	
CONNALLY GARY & JIMMIE	110158	8210 LINDA VISTA	O
BREWER BARRY CHRISTOPHER &	110159	8218 LINDA VISTA	
SHERROD WESLEY C & TABATHA A	110160	8302 LINDA VISTA	
PABLEO GEMMA & JULIAN JR	110161	4618 HIGH SIERRA	
GARZA JASON LEE &	110162	4617 MARGARITAS WY	
SMITH CHAD MARRION & SANDRA	110163	4609 MARGARITAS WY	
LOTT JOHNNY L & KAREN	110164	4601 MARGARITAS WY	
MARKS GARY L & REBECA D	110165	4525 MARGARITAS WY	
JUNGMEYER PAUL & KRISTI MORRIS	110166	4517 MARGARITAS WY	
SMITH RANDY B & SHAYLA A	110168	4501 MARGARITAS WY	
CHRISTIAN TOBY D & CAREN E	110169	4433 MARGARITAS WY	
BROWNE DAVID & CASANDRA	110170	4425 MARGARITAS WY	
LEVESQUE GEORGE P & SIDNEY S	110171	4417 MARGARITAS WY	
MC COUN KELLY &	110172	4409 MARGARITAS WY	
VIEIRA PAUL & LUCILLE J	110173	4618 MAJESTIC SKY	
ZORN JAMES MICHAEL	110174	4617 HIGH SIERRA	O
PECK FRANK & AMBER	110175	4617 MAJESTIC SKY	
WATSON POOLS INC	224935		
JONES DEMETRI & JENNIFER LEE	975727	8102 THOMPSON PW	

FULTON ZACHARY ALAN	975728	8110 THOMPSON PW	
FARLEY CHAD DEREK & SARAH JEANETTE	975729	8118 THOMPSON PW	
CORDER KENNETH D JR	975730	8202 THOMPSON PW	
ERATH MICHAEL R SR & CAROLYN M	975731	8226 THOMPSON PW	
CALDERON FRANK & CHANDRA L	975732	8310 THOMPSON PW	
WALDROOP ADDISON ELIZABETH & JOSHUA RAY CRISWELL	975733	8318 THOMPSON PW	
BROWN PAUL V & BROWN-HALEY PERRY K	975734	8410 THOMPSON PW	O
SHAW THOMAS R & SHERRI	975735	4402 SIERRA SUNSET	O
FENTON DAVID ALLAN &	975736	4410 SIERRA SUNSET	
BEARDEN DAVID & SHIFFLETT AMBER	975737	4418 SIERRA SUNSET	
JENNINGS JOSHUA & AMY K	975738	4426 SIERRA SUNSET	
DITTIG JOHN ANTHONY & SARAH KAYE	975739	4502 SIERRA SUNSET	O
CLEM JAMES L JR & APRIL H	975740	4510 SIERRA SUNSET	
YOUNG GARY A & ENEDELIA CAVAZOS	975741	4518 SIERRA SUNSET	
VALENTINE GREGG L & CRYSTAL B	975742	4526 SIERRA SUNSET	
GRIFFIN JOSEPH A & REBECCA L	975743	4602 SIERRA SUNSET	
CONNALLY MARK STEPHEN	975744	4610 SIERRA SUNSET	
CHAPMAN CHARLES L &	975745	4618 SIERRA SUNSET	
DALE CHAD & JACQUELYN	975746	8418 LINDA VISTA	
GARRETT EARL T & CHARLEEN	975747	4617 SIERRA SUNSET	
WOOD CORY	975748	4609 SIERRA SUNSET	
FAWCETT BRAD & AUTUMN	975749	4601 SIERRA SUNSET	
JOHNSON BRETT	975750	4517 SIERRA SUNSET	
WILLIAMS JASON BRYAN JR & KATIE SHORE	975751	4509 SIERRA SUNSET	
RATLIFF TAMI ELIZABETH	975752	4501 SIERRA SUNSET	
LONG ROBERT K & LISA RENEE	975753	4425 SIERRA SUNSET	
TRAN TOAI D & TRINH T	975754	4409 SIERRA SUNSET	O
STRICKLIN JACK L III & MELISSA	975755	4401 SIERRA SUNSET	
KRACH MICHAEL L & DEANNA L	975756	4349 SIERRA SUNSET	O
JOHNSTON CHRISTOPHER A & PAMELA	975757	4341 SIERRA SUNSET	O
RITCHEY JOEL LEE & CLAUDIA	975758	8425 THOMPSON PW	
D'ELIA JAMES	975759	8417 THOMPSON PW	
HALL ZAKARY & DAKOTA	975760	8409 THOMPSON PW	
LERMA LUIS	975761	8401 THOMPSON PW	
ROBERTSON DWIGHT T IV & BONNIE	975762	8325 THOMPSON PW	
OSBORNE BRANDON & KIMBERLY	975763	8317 THOMPSON PW	
LABADIE NEIL & NOVA ROBINSON	975764	8309 THOMPSON PW	
SMITH OSCAR III & CERLINA P	975765	8301 THOMPSON PW	
WILSON REGGIE LEON & JESSICA RACHEL	975766	8225 THOMPSON PW	
MOSETO ROYALTY LLC	975767	4325 BELTWAY S	
ALMANZA OTHON & CLAUDIA S SANTIAGO	975768	8209 THOMPSON PW	
ROSS MICHAEL L & LESA C	975769	8201 THOMPSON PW	
STOVALL JASA	975770	8125 THOMPSON PW	
BURKE PATRICK THOMAS & ELISE BETH	975771	8117 THOMPSON PW	
COMBS DWIGHT & MERI	975772	8101 THOMPSON PW	
MIRA VISTA INC	975773		
GILLIT HAROLD RUBEN JR	980210		
MINTCHEV MARTIN	981233	4410 HIGH SIERRA	
PARKER CHRISTOPHER R & TONYA D	981234	4418 HIGH SIERRA	
RUTLEDGE JAMES	981235	4426 HIGH SIERRA	
BRYANT CHRISTOPHER J & BRYANT ILSE M	981236	4434 HIGH SIERRA	

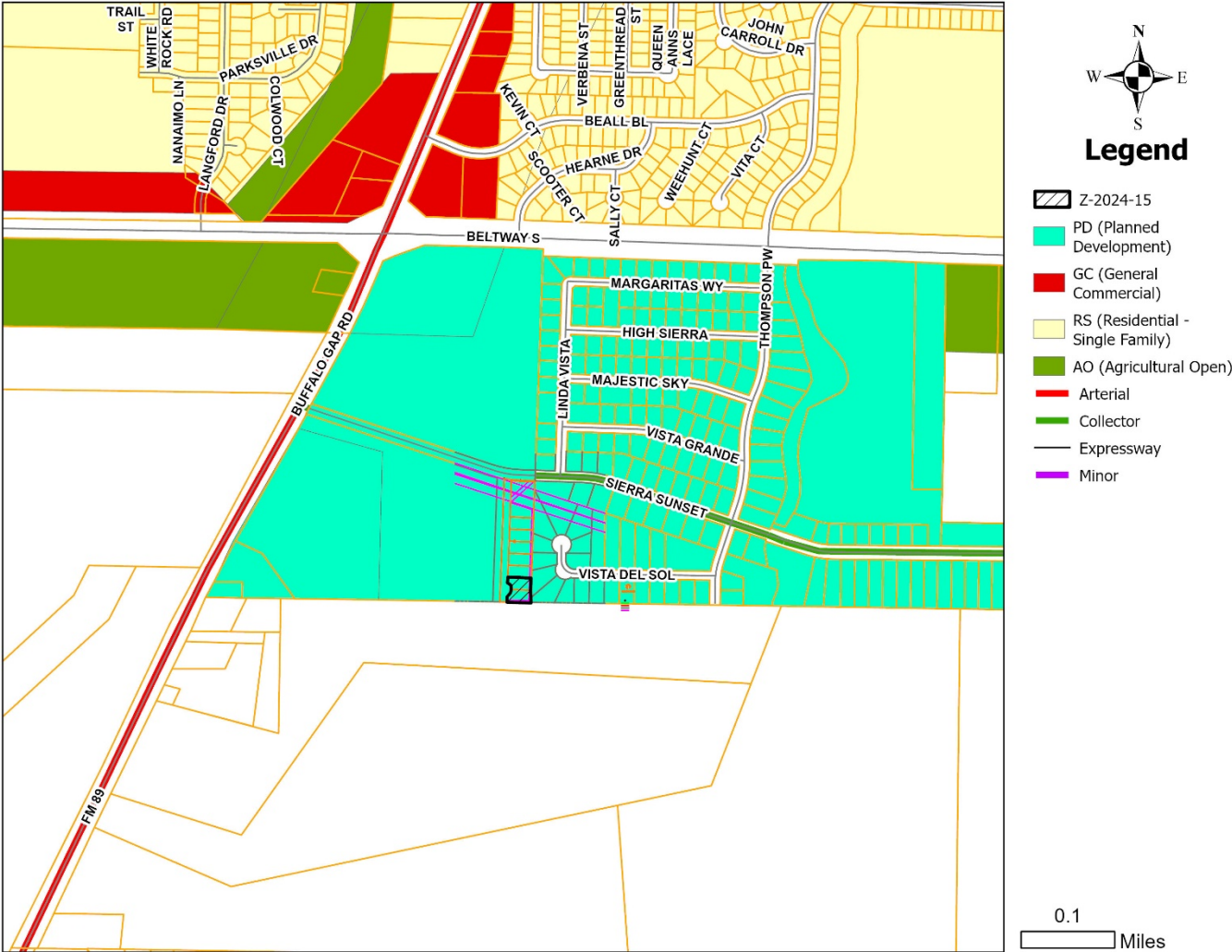
LEUTH CHRISTOPHER	981237	4502 HIGH SIERRA	
GANNON FAMILY TRUST	981238	4510 HIGH SIERRA	
WHITE ANTHONY B & ALICIA A	981239	4518 HIGH SIERRA	
DIAMBRA ODI H JR	981240	4526 HIGH SIERRA	
Confidential Owner	981242	4610 HIGH SIERRA	
NIEVES-RIVERA MARCOS & ELBA	981243	4410 MAJESTIC SKY	
MOSQUERA ALBERTO F & SANDRA	981244	4418 MAJESTIC SKY	
SWEET JOHNATHAN & MEGAN	981245	4426 MAJESTIC SKY	
RILEY DANIEL	981246	4434 MAJESTIC SKY	
STARK BRIAN M & CHRISTI D	981247	4502 MAJESTIC SKY	
SCHMERBECK ROBERT L & AMY L	981248	4510 MAJESTIC SKY	
LIN HUI BIAO & MU JIAO WEI	981249	4518 MAJESTIC SKY	
WRIGHT JUSTIN GRAY & SUZANNE E	981250	4526 MAJESTIC SKY	
OSAE-ASANTE MICHAEL JR & PAULINA	981251	4602 MAJESTIC SKY	
VANN ROBERT EARL & HOPE Y LF EST	981252	4610 MAJESTIC SKY	O
PRICHARD ROBERT A & DEBRA R	981253	4609 HIGH SIERRA	
HARPER SANDRA & ROBERT DAVIS JR	981254	4601 HIGH SIERRA	
MCDONALD ADAM MATTHEW &	981255	4525 HIGH SIERRA	
HAWKS WESLEY D & SHERRY	981256	4517 HIGH SIERRA	
RONY MATTHEW K & SHERINE	981257	4509 HIGH SIERRA	
VILLALOBOS TRACY	981258	4501 HIGH SIERRA	
PEREIRA FAUSTINO A & NORMA I	981259	4433 HIGH SIERRA	
TANNER BRETTE T & LINDSEY C	981260	4425 HIGH SIERRA	
MITCHELL TAVARUS CHARELL & SPARKLE	981261	4417 HIGH SIERRA	
ELIZONDO DUSTIN REGELIN &	981262	4409 HIGH SIERRA	
RAHE JUSTIN & JENNIFER	981263	4609 MAJESTIC SKY	
DUCHESNE CARLOS JR & DIVINA	981265	4525 MAJESTIC SKY	
ANDERSON RANDALL & KIMBERLY	981266	4517 MAJESTIC SKY	
HILLOCK MICHELLE TAYLOR	981267	4509 MAJESTIC SKY	
ELIZONDO RICHARD & SIRINTRA	981268	4501 MAJESTIC SKY	
SMITH GARRETT L & KIMBERLY	981269	4425 MAJESTIC SKY	
BUNNELL GRAYSON LEE & MARLA	981270	4417 MAJESTIC SKY	
HOFF ROBERT & SUSAN L	981271	4409 MAJESTIC SKY	
GALBREATH FAMILY TRUST	981422	4001 SIERRA SUNSET	O
GRANT ERIC & ARIAN	981423	4009 SIERRA SUNSET	
GESTOLE RONALD & GWYNETH	981424	4017 SIERRA SUNSET	
BLACK CHARLES B & LORI D	981425	4025 SIERRA SUNSET	
FOWLER CLYDE & KATHY	981426	4033 SIERRA SUNSET	
CAPKO KYLE & FRANCES A	981428	4117 SIERRA SUNSET	
ZOOK ED & CINDY	981429	4125 SIERRA SUNSET	
HIGHT MICHAEL O & SUZANNE	981430	4133 SIERRA SUNSET	
MUNOZ THOMAS & COURTNEY B	981431	4201 SIERRA SUNSET	
LEMKE SHAUN J & JENNIFER M	981432	4209 SIERRA SUNSET	
KNIGHT JARED R & SARAH	981433	4217 SIERRA SUNSET	
ALANIS LAVILLA HOMES LLC	981434	4225 SIERRA SUNSET	
TRINH TRACIE	981435	4317 SIERRA SUNSET	
CASTILLO TIMOTHY RAY	981436	4110 SIERRA SUNSET	
PRUITT RODNEY L & ELIZABETH A	981437	4118 SIERRA SUNSET	
HEGER THOMAS P & YING L	981438	4126 SIERRA SUNSET	
BROCK CLIFFORD JR & KEALLY	981440	4202 SIERRA SUNSET	
4210 SIERRA SUNSET LLC	981441	4210 SIERRA SUNSET	

RODELL PAUL TAE & DUONG T	981442	4218 SIERRA SUNSET	
SHABUTWA SIBOMANA EVARISTE & NANZANINKA RACHEL CLAUDINE & G4 ASSETS LLC	981443 987456	4226 SIERRA SUNSET 4693 SIERRA SUNSET	
TAMAYAO LAILANI	987646	4410 VISTA DEL SOL	
QUINN KEVIN & JENNIFER	987647	4502 VISTA DEL SOL	
SMITH RAYMOND EARL & SARAH LOU	987649	4518 VISTA DEL SOL	
DELEON KRISTY I & WILLS SEAN	987650	4526 VISTA DEL SOL	O
WILLIAMS CALVIN & JAZMYNE L	987651	4602 VISTA DEL SOL	
MATTHEWS MICHAEL J & THERESA L	987652	4610 VISTA DEL SOL	
FERNANDEZ JACOB ANTHONY	987653	4650 VISTA DEL SOL	
NOEL JEAN	987654	4658 VISTA DEL SOL	
LAWTHER ANDREW	987655	4668 VISTA DEL SOL	
WILSON HELENA	987656	4657 VISTA DEL SOL	
CARTER WILLIE K	987657	4649 VISTA DEL SOL	O
EVANS LELAND & CRISTINA	987658	4641 VISTA DEL SOL	
Confidential Owner	987659	4633 VISTA DEL SOL	
CARRILLO HERIBERTO JR	987660	4625 VISTA DEL SOL	
CHEN ZHI & SHIRLEY WARD	987661	4617 VISTA DEL SOL	
SPRINKLE JAMES R & SUZANNE	987662	4609 VISTA DEL SOL	
MARTIN DWAYNE A & LORI A	987663	4601 VISTA DEL SOL	O
FLANDERS RICHARD D & SUN	987664	4525 VISTA DEL SOL	O
Confidential Owner	987665	4517 VISTA DEL SOL	
ATKINSON PHILIP Z & MARTIZA M	987667	4501 VISTA DEL SOL	
LIU CAIHONG & JIAHUA CHEN	987668	4417 VISTA DEL SOL	
Confidential Owner	987669	4409 VISTA DEL SOL	
HENDERSHOTT KEVIN MICHAEL & BLANCHA LURA	987670	4401 VISTA DEL SOL	O
RWI LTD	987673	8609 THOMPSON PW	
DRD DEVELOPMENT LTD	1005346	8201 BUFFALO GAP RD	
VULPE EDUARD ADRIAN & CHRISTINA	1005974	4101 SIERRA SUNSET	
WHITE CONNIE	1005975	4109 SIERRA SUNSET	
PEREZ FRANK	1015715		
PEREZ FAUSTINO & DELIA	1016011	8342 RIDGE VW	
HAYES HEIDI LYNN	1016012	8402 RIDGE VW	

LOCATION MAP



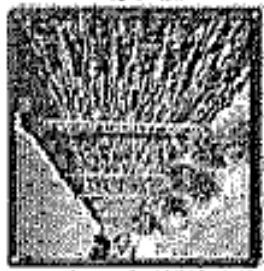
ZONING MAP



15 SEPTEMBER 2005

DATE	NAME	ADDRESS	CITY	STATE	ZIP	PHONE	TELETYPE	TELEX	FAX	EMAIL	WWW	OTHER
1998-01-01	John Doe	123 Main St	New York	NY	10001	212-555-1234						
1998-01-02	Jane Smith	456 Elm St	Los Angeles	CA	90001	213-555-5678						
1998-01-03	Bob Johnson	789 Oak St	Chicago	IL	60601	312-555-9012						
1998-01-04	Alice Brown	101 Pine St	San Francisco	CA	94101	415-555-3456						
1998-01-05	Charlie Davis	202 Maple St	Seattle	WA	98101	206-555-7890						
1998-01-06	Diana Evans	303 Cedar St	Portland	OR	97201	503-555-2345						
1998-01-07	Frank Green	404 Birch St	Denver	CO	80201	303-555-6789						
1998-01-08	Grace Hill	505 Spruce St	Phoenix	AZ	85001	602-555-0123						
1998-01-09	Henry King	606 Ash St	San Diego	CA	92101	619-555-4567						
1998-01-10	Ivy Lee	707 Hickory St	San Jose	CA	95101	408-555-8901						
1998-01-11	Jack Miller	808 Walnut St	San Antonio	TX	78201	214-555-2345						
1998-01-12	Karen Wilson	909 Chestnut St	San Jose	CA	95101	408-555-6789						
1998-01-13	Leo Young	1010 Elm St	San Jose	CA	95101	408-555-0123						
1998-01-14	Mia Hall	1111 Oak St	San Jose	CA	95101	408-555-4567						
1998-01-15	Noah King	1212 Pine St	San Jose	CA	95101	408-555-8901						
1998-01-16	Olivia Lee	1313 Maple St	San Jose	CA	95101	408-555-2345						
1998-01-17	Peter Miller	1414 Birch St	San Jose	CA	95101	408-555-6789						
1998-01-18	Quinn Wilson	1515 Cedar St	San Jose	CA	95101	408-555-0123						
1998-01-19	Rachel Young	1616 Ash St	San Jose	CA	95101	408-555-4567						
1998-01-20	Sam Hall	1717 Hickory St	San Jose	CA	95101	408-555-8901						
1998-01-21	Tina King	1818 Walnut St	San Jose	CA	95101	408-555-2345						
1998-01-22	Uma Lee	1919 Chestnut St	San Jose	CA	95101	408-555-6789						
1998-01-23	Victor Miller	2020 Elm St	San Jose	CA	95101	408-555-0123						
1998-01-24	Wendy Wilson	2121 Oak St	San Jose	CA	95101	408-555-4567						
1998-01-25	Xavier Young	2222 Pine St	San Jose	CA	95101	408-555-8901						
1998-01-26	Yara Hall	2323 Maple St	San Jose	CA	95101	408-555-2345						
1998-01-27	Zoe King	2424 Birch St	San Jose	CA	95101	408-555-6789						
1998-01-28	Adam Lee	2525 Cedar St	San Jose	CA	95101	408-555-0123						
1998-01-29	Bella Miller	2626 Ash St	San Jose	CA	95101	408-555-4567						
1998-01-30	Carl Wilson	2727 Hickory St	San Jose	CA	95101	408-555-8901						
1998-01-31	Dora Young	2828 Walnut St	San Jose	CA	95101	408-555-2345						
1998-02-01	Ethan Hall	2929 Chestnut St	San Jose	CA	95101	408-555-6789						
1998-02-02	Fiona King	3030 Elm St	San Jose	CA	95101	408-555-0123						
1998-02-03	Gavin Lee	3131 Oak St	San Jose	CA	95101	408-555-4567						
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ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID:	987456	Your Name:	HENDERSHOTT KEVIN MICHAEL & 4401 VISTA DEL SOL	I am in favor of the request	☐
Subject Property Zoning:	PDD-74	Your Property Address:			
Subject Proposed Zoning:	PDD-74	Your Parcel ID:	987670	I am opposed to the request	☒

Signature:



TRAN TOAI D & TRINH T
4441 FLINTROCK DR
ABILENE, TX 79606-2819

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-15

May 17, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 4, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a zoning change is located at 4693 Sierra Sunset. Legal description 163.734 acres of land out of the William E. Vaughn Survey No. 104, Abilene, Taylor County, Texas. The request is to amend the terms of the Planned Development District 74 to reduce minimum setbacks for Area 2. Specifically, the proposed Lots 7 and 8 of Continuation 1 Sierra Sunset Addition Section 1.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **July 11, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6237 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

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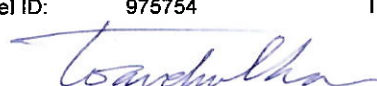
Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 987456
Subject Property Zoning: PDD-74
Subject Proposed Zoning: PDD-74

Your Name: TRAN TOAI D &
TRINH T
Your Property Address: 4409 SIERRA
SUNSET
Your Parcel ID: 975754

I am in favor of the request ☐

I am opposed to the request ☒

Signature: 



Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] Zoning Case # Z-2024-15

1 message

mike krach <retiredusafgi@hotmail.com>

Wed, Jun 5, 2024 at 5:14 PM

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

To whom it may concern. I, Mike Krach, current resident at [4349 Sierra Sunset, Abilene, TX 79606](#) am totally opposed to the request in the recent Zoning Case # Z-2024-15. This is my emailed vote against it as I will not be able to attend the upcoming final vote meeting.

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion on the web visit [https://groups.google.com/a/abilenetx.gov/d/msgid/planning/](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/BY1PR18MB589674586CD1BB0F23FC4C07B9F92%40BY1PR18MB5896.namprd18.prod.outlook.com)

[BY1PR18MB589674586CD1BB0F23FC4C07B9F92%40BY1PR18MB5896.namprd18.prod.outlook.com](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/BY1PR18MB589674586CD1BB0F23FC4C07B9F92%40BY1PR18MB5896.namprd18.prod.outlook.com).

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Subject Parcel ID: 987456

Subject Property Zoning: PDD-74

Subject Proposed Zoning: PDD-74

Your Name:

SHAW THOMAS R &
SHERRI

I am in favor of the request ☐

Your Property

4402 SIERRA

Address:

SUNSET

Your Parcel ID:

975735

I am opposed to the request ☒

Signature:

Thomas R. Shaw, Jr.

MAY 29 AM 11:29

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

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Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

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Subject Parcel ID: 987456
Subject Property PDD-74
Zoning: PDD-74
Subject Proposed PDD-74
Zoning:

Your Name: FLANDERS I am in favor of the request ☐
Your Property RICHARD D & SUN
Address: 4525 VISTA DEL SOL
Your Parcel ID: 987664 I am opposed to the request ☒

Signature:

Richard D. Flanders

MAY 30 AM 8:43

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

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PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 987456

Subject Property Zoning: PDD-74

Subject Proposed Zoning: PDD-74

Your Name: DELEON KRISTY I & WILLS SEAN I am in favor of the request ☐

Your Property Address: 4526 VISTA DEL SOL

Your Parcel ID: 987650 I am opposed to the request ☒

Signature:

Kristy DeLeon-Wills *Seán Wills*

MAY 29 AM 11:29



DITTIG JOHN ANTHONY & SARAH KAYE
4502 SIERRA SUNSET
ABILENE, TX 79606-6653

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-15

May 17, 2024

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ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

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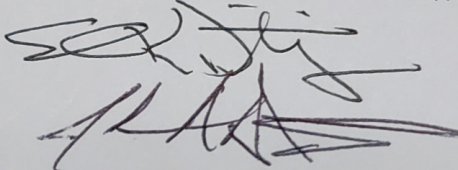
Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 987456
Subject Property Zoning: PDD-74
Subject Proposed Zoning: PDD-74

Your Name: DITTIG JOHN ANTHONY & SARAH
Your Property Address: 4502 SIERRA SUNSET
Your Parcel ID: 975739

I am in favor of the request ☐

I am opposed to the request ☒

Signature: 



Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] Zoning Notification Case # Z-2024-15

1 message

Hope Vann <hopevann@msn.com>

Tue, Jun 4, 2024 at 9:48 PM

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

We are OPPOSED to the zoning request **Z-2024-15** on Sierra Sunset.

Robert Vann
Hope Vann
[4610 Majestic Sky](#)
[Abilene, TX 79606](#)

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/PH7P223MB10661E33586909E32500C63AC0F92%40PH7P223MB1066.NAMP223.PROD.OUTLOOK.COM>.

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Subject Parcel ID: 987456
Subject Property PDD-74
Zoning:
Subject Proposed PDD-74
Zoning:

Your Name:	CARTER WILLIE K	I am in favor of the request ☐
Your Property Address:	4649 VISTA DEL SOL	
Your Parcel ID:	987657	I am opposed to the request ☒

Signature:

Willie K Carter

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

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Subject Parcel ID: 987456

Subject Property PDD-74

Zoning:

Subject Proposed PDD-74

Zoning:

Your Name:

MARTIN DWAYNE A
& LORI A

I am in favor of the request ☐

Your Property

4601 VISTA DEL SOL

Address:

Your Parcel ID:

987663

I am opposed to the request ☒

Signature:

[Handwritten signature]
[Handwritten signature]

JUN 11 AM 3:41

*Our neighborhood is being
* Ruined - Apartments are horrible!
NO Apartments in our Backyard!*

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 987456

Subject Property Zoning: PDD-74

Subject Proposed Zoning: PDD-74

Your Name:

ZORN JAMES

I am in favor of the request ☐

MICHAEL

Your Property Address:

4617 HIGH SIERRA

Your Parcel ID:

110174

I am opposed to the request ☒

Signature:



ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

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PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 987456
Subject Property PDD-74
Zoning: PDD-74
Subject Proposed PDD-74
Zoning: PDD-74

Your Name:	CONNALLY GARY & JIMMIE	I am in favor of the request ☐
Your Property Address:	8210 LINDA VISTA	
Your Parcel ID:	110158	I am opposed to the request ☒

Signature:

MMV31 PM 12:13

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 987456

Subject Property Zoning: PDD-74

Subject Proposed Zoning: PDD-74

Your Name: SHERROD WESLEY I am in favor of the request ☐

C & TABATHA A

Your Property Address: 8302 LINDA VISTA

Your Parcel ID: 110160

I am opposed to the request ☒

Signature:

Wesley C. Sherrod
Tabatha A Sherrod

JUN 17 PM 3:29

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID:	987456	Your Name:	TINER CHARLES & BARBARA	I am in favor of the request	☐
Subject Property Zoning:	PDD-74	Your Property Address:	8317 LINDA VISTA		
Subject Proposed Zoning:	PDD-74	Your Parcel ID:	106862	I am opposed to the request	☒

Signature:

Barbara L. Tiner *Charles Tiner*

JUN 10 PM 12:24

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-15

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services**PO BOX 60, Abilene, TX 79604-0060.**

MAY 28 AM 9:50

Alternatively, you may email your response to planning@abilenetx.gov.

Subject Parcel ID: 987456

Subject Property Zoning: PDD-74

Subject Proposed Zoning: PDD-74

Your Name: BROWN PAUL V &

BROWN-HALEY

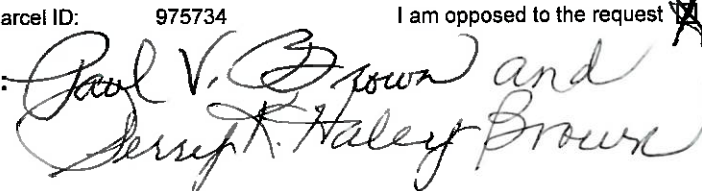
Your Property Address: 8410 THOMPSON

PW

Your Parcel ID: 975734

I am in favor of the request ☐I am opposed to the request ☒

Signature:





Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] Case no. 2024-15

1 message

Jeff Galbreath <jeff@galbreathlawfirm.com>

Tue, Jun 4, 2024 at 9:36 AM

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

I am not in agreement with the zone change.

*Jeffery B. Galbreath***Galbreath Law Firm**

4542 Loop 322, Suite 102

Abilene, Texas 79602

(325) 437-7000: Office

(325) 437-7007: Fax

(325) 829-8000: Cell

Jeff@galbreathlawfirm.com

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You received this message because you are subscribed to the Google Groups "Planning Services" group.

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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/8B8A75DA-61D7-4C8D-A839-FD4055D91309%40galbreathlawfirm.com>.



Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] Z-2024-15

1 message

Pam Johnston <pbjohnston75@gmail.com>
To: planning@abilenetx.gov

Wed, Jun 5, 2024 at 6:02 PM

Pam Johnston
4341 Sierra Sunset
Abilene, TX 79606

I am OPPOSED to the request.

Sent from my iPhone

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/8BB1984E-112A-4D6F-95C5-733F89FDC7EE%40gmail.com>.



PLANNED DEVELOPMENT AMENDMENT

Case: Z-2024-17

Owner: Wal-Mart Real Estate Business Trust

Agent: Tim Martin

Request: Amend PDD-91 to allow seasonal storage containers.

Location: 1650 Highway 351

Notification: 1 in Favor, 0 Opposed

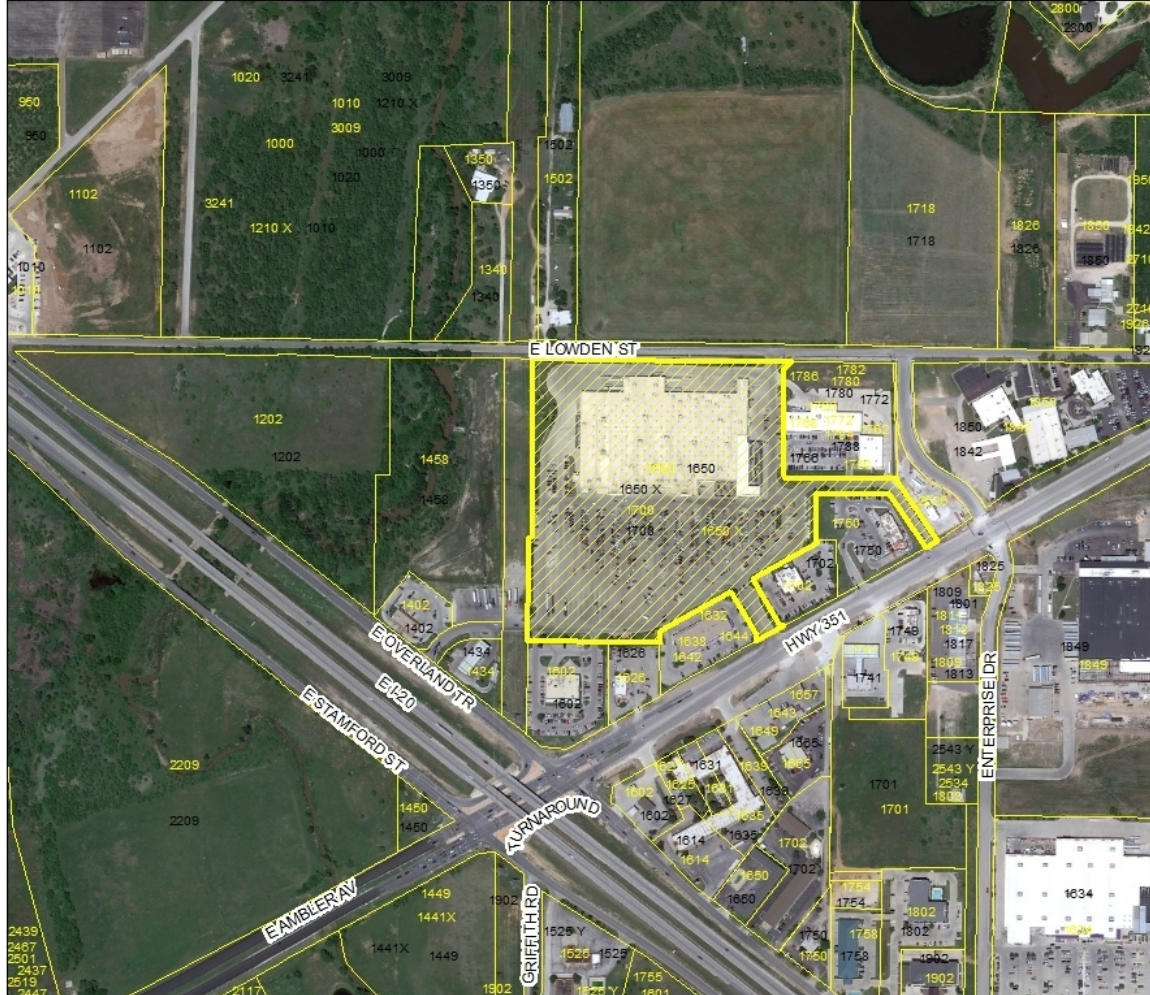
Planning & Zoning: June 4, 2024

Council Hearing: June 27, 2024
July 11, 2024

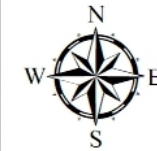




AERIAL LOCATION MAP



Aerial Map



Legend

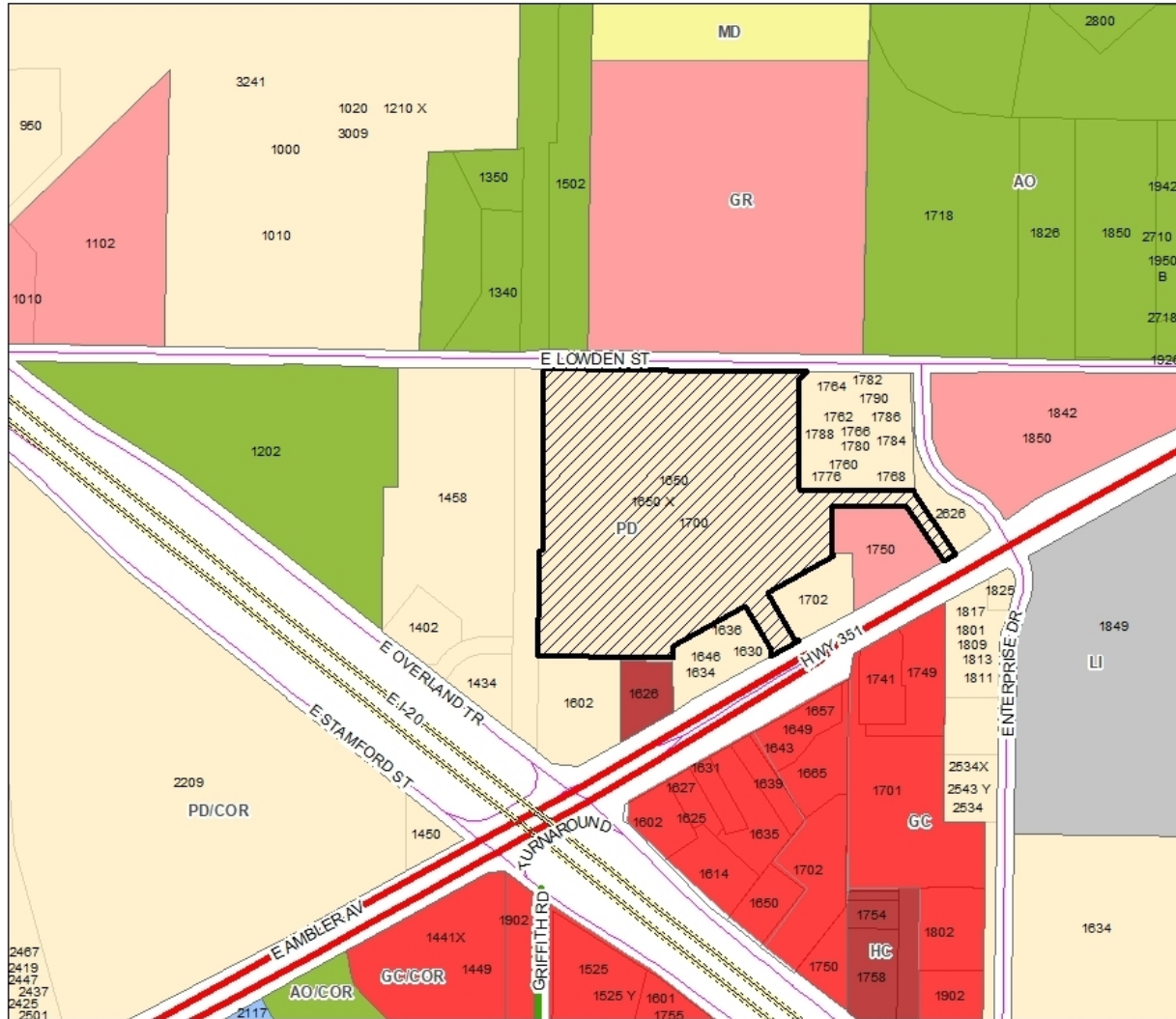
- CourierParcels selection
- CourierParcels



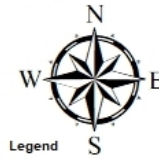
CITY OF
ABILENE
TEXAS



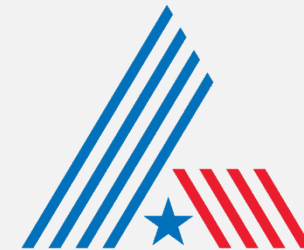
ZONING MAP



Zoning Map



- Legend
- CourierParcels selection
 - Arterial
 - Collector
 - Expressway
 - AO - Agricultural Open Space
 - MD: Medium Density Residential
 - CU: College/Univers...
 - GR: General Retail
 - GC: General Commercial
 - HC: Heavy Commercial
 - LI: Light Industrial
 - PD: Planned Development



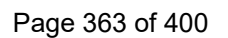
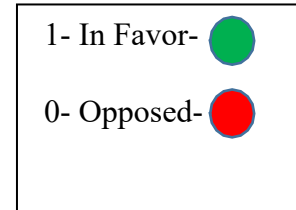
CITY OF
ABILENE
TEXAS





VIEWS OF SUBJECT PROPERTY







FINDINGS

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- The spirit and intent PDD-91;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.





RECOMMENDATION

P&Z recommends **approval** subject to the following conditions:

1. The temporary and seasonal storage of shipping containers shall only be permitted between October 1 through December 31, annually.
2. All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
3. Fire lanes and driving aisles may not be blocked and must remain open at all times.
4. Seasonal shipping containers may only be stored at the locations shown in the proposed site plan.
5. Seasonal shipping containers shall not be stacked on each other or on any other structure.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Order of The Abilene-Taylor County Events Venue District Authorizing the Issuance of the District's Venue Tax Revenue Bond (Hotel Occupancy Tax), Series 2024; And Enacting Other Provisions Relating to the Subject (*Marjorie Knight*)

GENERAL INFORMATION

In November, voters in the City of Abilene and Taylor County approved the authorization of the Abilene-Taylor County Events Venue District to finance a venue project for the planning, acquisition, establishment, development, construction, renovation, maintenance and/or operation of the City of Abilene Frontier Texas!, a museum and visitors center for transportation and Western Heritage; and the Expo Center of Taylor County; together with related infrastructure and other related improvements (the "Venue Project"), and to impose a hotel occupancy tax at a maximum rate of two percent (2%) of the price paid for a room in a hotel in the City and the County for the purpose of financing the Venue Project.

On June 17, 2024, the Board of Directors of the Abilene-Taylor County Events Venue District approved an order authorizing the issuance of Venue Tax Revenue Bonds to finance improvements at Frontier Texas!.

The District must receive approval from both the City of Abilene and Taylor County prior to issuance of these bonds.

The City shall have no liabilities for the payments of the obligations nor shall any of the City's assets be pledged to secure the obligations.

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

The Board of the Abilene-Taylor County Events Venue District approved on June 17, 2024.

ATTACHMENTS:

1. Resolution Approving Abilene-Taylor County Events Venue District Issuance of Bonds
2. Abilene - Taylor Co Venue Project
3. Presentation -Approving Abilene-Taylor County Events Venue District Issuance of Bonds

RESOLUTION APPROVING AN ORDER OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT AUTHORIZING THE ISSUANCE OF THE DISTRICT'S VENUE TAX REVENUE BOND (HOTEL OCCUPANCY TAX), SERIES 2024; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council (the "Council") of the City of Abilene, Texas (the "City"), and the Commissioners Court (the "Commissioners Court") of Taylor County, Texas (the "County") previously adopted concurrent Resolutions (the "Resolutions") creating the Abilene-Taylor County Events Venue District (the "District");

WHEREAS, the District has organized pursuant to the provisions of the Resolutions and Chapters 334 and 335 of the Local Government Code, as amended (the "Act");

WHEREAS, the Board of Directors of the District (the "Board") called an election on November 7, 2023 (the "Election") on the question of authorizing the District to finance a venue project for the planning, acquisition, establishment, development, construction, renovation, maintenance and/or operation of the City of Abilene Frontier Texas!, a museum and visitors center for transportation and Western Heritage; and the Expo Center of Taylor County; together with related infrastructure and other related improvements (the "Venue Project"), and to impose a hotel occupancy tax at a maximum rate of two percent (2%) of the price paid for a room in a hotel in the City and the County for the purpose of financing the Venue Project, as provided by the Act;

WHEREAS, a majority of voters in the District approved the Venue Project and the imposition of the tax therefor;

WHEREAS, there has been presented to this City Council an order (the "Bond Order") adopted by the Board of Directors of the District authorizing the issuance and sale of the District's Venue Tax Revenue Bond (Hotel Occupancy Tax), Series 2024 (the "Bond") for the purposes of financing the Venue Project and paying costs of issuance in connection therewith;

WHEREAS, this City Council finds and determines that it is necessary and appropriate to approve the Bond Order for the purposes hereinabove provided; Now, Therefore

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

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bond Order, attached hereto as Exhibit A, is hereby approved and the issuance of the Bond by the District in the principal amount and with such other terms as may be set forth in the Bond Order, for the purpose financing the Venue Project and to pay costs of issuance of the Bond, is hereby approved; and said Bond Order, the Bond and the expenditure of funds of the District in connection therewith are hereby approved.

Section 2. The Mayor, City Secretary and any other officer or employee of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,
TEXAS, this 27th day of June, 2024.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

[CITY SEAL]

Exhibit A
Venue District Bond Order

ORDER AUTHORIZING THE ISSUANCE OF ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT VENUE TAX REVENUE BOND (HOTEL OCCUPANCY TAX), SERIES 2024; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BOND; PROVIDING AN EFFECTIVE DATE AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Abilene, Texas (the “City”), and the Commissioners Court of Taylor County, Texas (the “County”) have adopted concurrent Resolutions (the “Resolutions”) creating Abilene-Taylor County Events Venue District (the “District” or the “Issuer”);

WHEREAS, the District has organized pursuant to the provisions of the Resolutions and Chapters 334 and 335 of the Local Government Code, as amended (the “Act”); and

WHEREAS, in 2003, the Board of Directors (the “Board”) of the District declared as a venue project the planning, acquisition, establishment, development, construction, renovation and/or operation of Frontier Texas!, a museum and visitors center for transportation and Western Heritage; improvements to the Taylor County Expo Center and Shotwell Stadium, such as paving of the parking area, together with related infrastructure and other related improvements (the “Prior Venue Project”); and

WHEREAS, on February 7, 2004, the voters of the City and County approved a single proposition authorizing the Prior Venue Project and the imposition of a hotel occupancy tax at a maximum rate of two percent (2%) in the City and the County for the purpose of financing and operating the Prior Venue Project (the “Prior Venue Tax”), which Prior Venue Tax became effective April 1, 2004; and

WHEREAS, in June 2004, the District issued its Abilene-Taylor County Events Venue District Hotel Occupancy Tax Revenue Bonds, Series 2004 (the “2004 Bonds”) that are secured by the Prior Venue Tax; and

WHEREAS, the Prior Venue Tax terminated upon the final maturity of the 2004 Bonds on June 15, 2024 pursuant to Section 334.257 of the Local Government Code, as amended; and

WHEREAS, the Board adopted a Resolution on June 12, 2023 (the “Venue Designation Resolution”) to provide for the planning, acquisition, establishment, development, construction, renovation, maintenance and/or operation of: Frontier Texas!, a museum and visitors center for transportation and Western Heritage; and the Expo Center of Taylor County; together with related infrastructure and other related improvements (the “Venue Project”); and

WHEREAS, in the Venue Designation Resolution, the Board declared its intent to finance the Venue Project with the imposition of a hotel occupancy tax at a maximum rate of two percent (2%) of the price paid for a room in a hotel in the City and County, as provided by the Act, which tax would be imposed after the 2004 Bonds mature and the Prior Venue Tax terminates (the “Venue Tax”); and

WHEREAS, by letter dated June 16, 2023, the Texas Comptroller of Public Accounts (the “Comptroller”) notified the District of the Comptroller’s determination that approval and implementation of the Venue Designation Resolution and the Venue Project would have no significant negative fiscal impact on state revenue; and

WHEREAS, on August 7, 2023, the Board adopted an order calling a special election to be held on November 7, 2023 (the “Election”), at which all qualified voters of the District had the opportunity to vote on the questions of approving the financing of the Venue Project and imposing the Venue Tax; and

WHEREAS, at the Election, a majority of the voters of the District voting in the election voted in favor of the proposition authorizing the Venue Project and the imposition of the Venue Tax; and

WHEREAS, the Board canvassed the returns of the Election and declared the favorable results of the Election on November 20, 2023; and

WHEREAS, the Board found and determined that it was in the best interests of the District to impose the Venue Tax authorized by the voters at the Election with the revenue from such taxes to be pledged as security for and payment of revenue bonds, the proceeds of which shall benefit the Venue Project; and

WHEREAS, the Board adopted an order on April 3, 2024 imposing the Venue Tax (the "Venue Tax Order"); and

WHEREAS, in accordance with the election, the Venue Tax Order and the Act District began collecting the Venue Tax and depositing such collections in the Venue HOT Account within the Venue Project Fund for purposes of paying costs of the Venue Project, including the payment of the proposed bond; and

WHEREAS, the Act authorizes the District to "issue bonds, including revenue bonds and refunding bonds, or other obligations to pay the costs of the approved venue project" and provides that "bonds or other obligations must be payable from and secured by the revenues in the venue project fund"; and

WHEREAS, pursuant to the Act, the Board now seeks to authorize the issuance of a revenue bond secured by the Venue Tax (the "Bond") to fund the costs of the Venue Project; and

WHEREAS, it is now deemed necessary and advisable that said Bond be issued for the purpose set forth herein, in the amount and with the terms to be provided herein; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT:

Section 1. RECITALS, AMOUNT, AND PURPOSE OF THE BOND AND DEFINITIONS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(a) The Bond of the Issuer is hereby authorized to be issued and delivered in the aggregate principal amount of \$2,095,000 for the Venue Project and paying costs of issuing the Bond.

(b) When used herein, the following defined terms shall have the meanings ascribed thereto:

"2024 Construction Account" means the account within the Venue Project Fund created in Section 7 this Order.

"Bond" means, the Abilene-Taylor County Events Venue District Venue Tax Revenue Bond (Hotel Occupancy Tax), Series 2024 authorized by this Order.

“*Board*” means the governing body of the Issuer.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the applicable regulations and rules promulgated in connection therewith.

“*Defeasance Securities*” means a security described in Section 17 of this Order.

“*Depository*” means one or more official depository banks of the Issuer.

“*Event of Default*” means an event as described in Section 29 of this Order.

“*Holder*” or “*Holders*” means the registered owner, whose name appears in the Registration Books, for the Bond or any additional bond.

“*Interest and Sinking Fund*” means the special fund created and maintained pursuant to the provisions of Sections 6 and 9 of this Order.

“*Issuer*” means the Abilene-Taylor County Events Venue District.

“*Order*” means this Order finally adopted by the Board on June 17, 2024.

“*Paying Agent/Registrar*” means First Financial Trust and Asset Management Company, Abilene, Texas.

“*Permitted Investments*” means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

“*Pledged Revenues*” means those revenues derived throughout the District from the imposition of the Venue Tax.

“*Record Date*” means Record Date as defined in the Form of Bond attached hereto.

“*Registration Books*” means the books or records for the registration of the transfer, conversion and exchange of the Bond kept by the Paying Agent/Registrar.

“*Venue HOT Account*” means the account created in the Venue Tax Order and continued in Sections 6(b) and 7(b) of this Order.

“*Venue Project*” has the meaning set forth in the recitals of this Order.

“*Venue Project Fund*” means the fund created in the Venue Tax Order and continued in Section 6(a) of this Order.

“*Venue Tax*” means the additional hotel occupancy tax imposed in the District at a rate not to exceed two percent (2%) for the purpose of financing the Venue Project as set forth in the Venue Tax Order.

“*Venue Tax Order*” means the order of the Board adopted on April 3, 2024 imposing the Venue Tax;

“*Year*” means the regular fiscal or calendar year used by the Issuer or any twelve consecutive month period established by the Issuer.

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, MATURITY AND INTEREST RATE OF BOND. The bond issued pursuant to this Order shall be designated: "VENUE TAX REVENUE BOND (HOTEL OCCUPANCY TAX), SERIES 2024," and there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated July 25, 2024, in the denomination and principal amount of \$2,095,000, numbered R-1, with any bond issued in replacement thereof being in the denomination of the full principal amount of the series of which the bond is issued and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said bond (in each case, the "Registered Owner"). Principal of said Bond shall mature and be payable in installments on the dates and in the amounts stated in the FORM OF BOND set forth in this Order.

The Bond shall bear interest on the unpaid balance of the principal amount thereof, from the date of delivery to the scheduled due date of the principal installments of the Bond, at the rate of interest stated in the FORM OF BOND set forth in this Order. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this ORDER.

The term "Bond" as used in this Order shall mean and include collectively the bond initially issued and delivered pursuant to this Order and any substitute bond exchanged therefor, as well as any other substitute or replacement bond issued pursuant hereto, and the term "Bond" shall mean any such bond.

Section 3. CHARACTERISTICS OF THE BOND. (a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion, and exchange of the Bond (the "Registration Books"), and the Paying Agent/Registrar shall keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of the Bond shall be made within three (3) business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of the Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel a bond paid or surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201,

Texas Government Code, the duty of conversion and exchange of the Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

The Bond may be transferred and registered in the name of the new registered owner in whole but not in part. The Bond may only be transferred to: (i) an affiliate of the Purchaser (defined herein); (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

(b) Paying Agent. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bond, and of all conversions and exchanges the Bond, and all replacements the Bond, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may or shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for another Bond, (v) shall have the characteristics, (vi) shall be signed, sealed, executed, and authenticated, (vii) shall have principal and interest payable, and (viii) shall be administered by the Paying Agent/Registrar, and the Issuer shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bond initially issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Bond that at all times while the Bond is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bond under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than fifteen (15) days notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the

Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Order, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Bond. In lieu of the executed Certificate of Paying Agent/Registrar described above, the initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Order, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Delivery of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bond, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the President and Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

Section 4. FORM OF BOND. The form of the Bond, including the form of Payment Record, the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order:

UNITED STATES OF AMERICA
STATE OF TEXAS
ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
VENUE TAX REVENUE BOND (HOTEL OCCUPANCY TAX), SERIES 2024

NO. R-1

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL
AMOUNT
\$2,095,000_

<u>INTEREST RATE</u>	<u>ISSUANCE DATE</u>	<u>MATURITY DATE</u>
5.50%	July 25, 2024	June 15, 2044

REGISTERED OWNER: FIRST FINANCIAL TRUST AND ASSET MANAGEMENT COMPANY

PRINCIPAL AMOUNT: TWO MILLION NINETY-FIVE THOUSAND DOLLARS

ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT (the “Issuer”), for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assign (the “Registered Owner”), the principal amount specified above, and to pay interest thereon, from the Issuance Date set forth above, on the principal amount, at the interest rate per annum set forth above, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Bond shall finally mature on the Maturity Date set forth above and shall be payable in installments on the dates and in the amounts set forth in the table below:

Payment Date(06/15)	Principal Installment(\$)
2025	70,000
2026	65,000
2027	65,000
2028	70,000
2029	75,000
2030	80,000
2031	85,000
2032	85,000
2033	90,000
2034	95,000
2035	100,000
2036	110,000
2037	115,000
2038	120,000
2039	125,000
2040	135,000
2041	140,000
2042	150,000
2043	155,000
2044	165,000

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Bond on December 15, 2024, and on each June 15 and December 15 thereafter to the date of maturity. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the principal office of First Financial Trust and Asset Management Company, Abilene, Texas, which is the “Paying Agent/Registrar” for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the Registered

Owner hereof on each principal and interest payment date by wire, check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the Bond (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such wire, check or draft shall be sent by the Paying Agent/Registrar by wire transfer pursuant to instructions provided by the Registered Owner hereof or by United States mail, first-class postage prepaid, on each such payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

UPON THE PAYMENT of this Bond, the Paying Agent/Registrar shall note in the Payment Record appearing on a copy of this Bond the amount of such payment and the date said payment was made and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Bond Registration Books.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Bond, shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated as of July 25, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$2,095,000 for the purpose of providing funds for the Venue Project authorized at the November 7, 2023 election, and to pay costs of issuance of the Bond.

ON JUNE 15, 2034, or any date thereafter, the unpaid principal installments of this Bond may be redeemed prior to their scheduled maturity, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular principal installments or portions thereof, to be redeemed shall be selected and designated by the Issuer, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST FIFTEEN (15) days prior to the date fixed for any optional redemption of this Bond or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of this Bond at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for this Bond or portions thereof which are to be so redeemed. If such written notice of redemption is sent, if due provision for such payment is made and the redemption price is paid to the Registered Owner hereof, all as provided above, this Bond or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding. Such notice may be made conditional upon the receipt of funds being made available to effect such optional redemption.

UPON THE PREPAYMENT or partial redemption of this Bond, the Paying Agent/Registrar, shall note in the Payment Record appearing on a copy of this Bond the amount of such prepayment, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Registration Books, and the Paying Agent/Registrar shall also record in the Registration Books and on the Payment Record all payments of principal installments on such Bond when made on their respective due dates.

THIS BOND IS ISSUABLE solely as a fully registered bond, without interest coupons in the denomination in the full principal amount set forth above. As provided in the Order, this Bond, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of a fully registered Bond, without interest coupons, payable to the Registered Owner or assignee, as the case may be, having the same denomination, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in the form attached to this Bond and with guarantee of signatures, evidencing assignment of this Bond to the assignee in whose name this Bond hereof is to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring and exchanging any Bond will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the Registered Owner of this Bond.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Order until the Certificate of Authentication shall have been executed by the

Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law.

THE BOND is a special obligation of the Issuer payable solely from and equally secured by a first lien on and pledge of the Pledged Revenues as defined and as more fully set forth in the Bond Order. Reference is hereby made to the Bond Order for a more complete statement of the covenants and provisions securing the payment of this Bond and the series of which it is one.

THE ISSUER EXPRESSLY RESERVES the right to issue further and additional obligations equally secured by a lien on and pledge of the Pledged Revenues on a parity or subordinate with the Bond without restriction.

THE ISSUER HAS RESERVED THE RIGHT to amend the Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of this Bond.

BY BECOMING the Registered Owner of this Bond, the Registered Owner hereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, acknowledges that the Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Order constitute a contract between the Registered Owner hereof and the Issuer.

THE HOLDER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or from any sources whatsoever other than those described in the Bond Order.

The Bond was delivered to and paid for by the Purchaser thereof on the Issuance Date set forth above.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Directors of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Directors of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)

(signature)

Secretary, Board of Directors

President, Board of Directors

(SEAL)

FORM OF PAYMENT RECORD
PAYMENT RECORD

<u>Date of Payment</u>	<u>Principal Payments (amount and installment(s) to which payment is applied)</u>	<u>Name and Title of Authorized Officer Making Entry</u>	<u>Signature of Authorized Officer</u>
_____	_____	_____	_____

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

FIRST FINANCIAL TRUST AND ASSET MANAGEMENT
COMPANY
Abilene, Texas
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code of Transferee)

_____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to

register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

Section 5. PLEDGE OF PLEDGED REVENUES.

(a) The Issuer hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Bond and any additional bonds, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordered that the Bond, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the Issuer, and the lien created hereby on the Pledged Revenues for the payment and security of the Bond and any additional bonds, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, shall be superior to the lien on and pledge of the Pledged Revenues securing payment of any subordinate obligations heretofore or hereafter issued by the Issuer.

(b) Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bond is outstanding and unpaid, the result of such amendment being that the pledge of the Pledged Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Holders of the Bond a security interest in said pledge, the Issuer agrees to take such

measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. SPECIAL FUNDS AND ACCOUNTS. To provide for the payment of the Bond and any additional bonds issued in the future and the furtherance of the Venue Project there are hereby continued, created and/or established, and are hereby confirmed and ordered to be maintained so long as the Bond and any additional bonds are outstanding, the following limited special funds and accounts:

(a) The Abilene-Taylor County Events Venue District Venue Project Fund, hereinafter called the "Venue Project Fund."

(b) Within the Venue Project Fund, the Abilene-Taylor County Events Venue District Venue HOT Account, hereinafter called the "Venue HOT Account."

(c) Within the Venue Project Fund, the Abilene-Taylor County Events Venue District Venue Tax Revenue Bond (Hotel Occupancy Tax) Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund."

Each such Fund and Account shall be accounted for separate and apart from all other funds of the Issuer, and shall be maintained in a Depository of the Issuer.

Section 7. 2024 CONSTRUCTION ACCOUNT AND VENUE HOT ACCOUNT WITHIN THE VENUE PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund within the Venue Project Fund to be entitled the "2024 Bond Construction Account" (the "2024 Construction Account") for use by the Issuer for payment of all lawful costs associated with the Venue Project pursuant to the Act and the Election and to pay the costs incurred in connection with the issuance of the Bond. The proceeds from the sale of the Bond shall be deposited in the 2024 Construction Account and further disbursed, on the date of closing, in the manner described in a letter of instructions or closing memorandum prepared by the Issuer's bond counsel, financial advisor or the initial purchaser of the Bond. The foregoing notwithstanding, any proceeds representing accrued interest or capitalized interest on the Bond shall be deposited on the date of closing to the credit of the Interest and Sinking Fund.

(b) The Issuer hereby continues the Venue HOT Account within the Venue Project Fund as created in the Venue Tax Order and hereby further covenants, agrees and establishes that the Pledged Revenues shall be deposited and credited to the Venue HOT Account within the Venue Project Fund immediately as collected and received.

Section 8. FLOW OF FUNDS.

(a) All Pledged Revenues deposited and credited to the Venue HOT Account shall be pledged and appropriated to the extent required for the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund created and established for the payment of the Bond and any additional bonds issued by the Issuer as the same become due and payable.

(b) Any Pledged Revenues remaining in the Venue HOT Account after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used by the Issuer for the Venue Project and any other lawful purpose consistent with the Election.

Section 9. INTEREST AND SINKING FUND.

(a) For purposes of providing funds to pay the principal of, premium, if any, and interest on the Bond as the same become due and payable, including any mandatory sinking fund redemption or installment payments, the Issuer agrees that it shall maintain the Interest and Sinking Fund within the Venue Project Fund. The Issuer covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Bond then coming due and payable.

(b) The required deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund is equal to the amount required to fully pay and discharge the Bond (principal, premium, if any, and interest) or (ii) the Bond (and any additional bonds issued) are no longer outstanding.

Section 10. RESERVED.

Section 11. DEFICIENCIES; EXCESS PLEDGED REVENUES.

(a) Deficiencies. If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to the Bond and any additional bonds issued) to make the required deposits and credits to the Interest and Sinking Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, or from any other sources available for such purpose, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to such funds.

(b) Excess Pledged Revenues. Subject to making the deposits and credits required by this Order or any orders authorizing the issuance of additional bonds, or the payments and credits required by the provisions of the orders authorizing the issuance of additional bonds heretofore or hereafter issued by the Issuer, the excess Pledged Revenues may be used for the Venue Project and any other lawful purpose consistent with the Election.

Section 12. INVESTMENT OF FUNDS; VALUATION; FUNDS SECURED; TRANSFER OF INVESTMENT INCOME.

(a) Moneys in any fund established pursuant to this Order may, at the option of the Issuer, be invested in Permitted Investments, provided that all such deposits and investments shall have a market value exclusive of accrued interest at all times at least equal to the amount of money credited to such funds, and shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. To the extent not invested, moneys in any fund established pursuant to this Order shall be secured in the manner prescribed by law for securing funds of the Issuer.

(b) All interest and income derived from such shall be credited to the Venue HOT Account semi-annually and shall constitute Pledged Revenues.

Section 13. PAYMENT OF THE BOND. While the Bond is outstanding, the Issuer shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Bond as shall become due on each interest or principal payment date, or date of

redemption of the Bond; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Bond not later than the business day next preceding the date such payment is due on the Bond. The Paying Agent/Registrar shall destroy the Bond upon its final maturity and furnish the Issuer with an appropriate certificate of cancellation or destruction.

Section 14. RESERVED.

Section 15. NO ISSUANCE OF OBLIGATIONS SENIOR TO THE BOND. The Issuer covenants and agrees that it will not issue any obligations payable from and secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, senior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Bond.

Section 16. ISSUANCE OF ADDITIONAL OBLIGATIONS. The Issuer hereby reserves the right to issue, at any time and without restriction, obligations including, but not limited to, other bonds or debt authorized by the laws of the State of Texas, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, on parity or subordinate and inferior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Bond.

Section 17. DEFEASANCE OF THE BOND. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a paying agent or escrow agent in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Bond shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem a Defeased Bond that is made in conjunction with the payment arrangements specified in (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bond for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bond immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bond and interest thereon, with respect to which such money has been so

deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bond, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bond.

(d) Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

Section 18. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND. (a) Replacement Bond. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing A Replacement Bond. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order.

(e) Authority for Issuing A Replacement Bond. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and

manner and with the effect, as provided in Section 4(a) of this Order for a Bond issued in conversion and exchange for another Bond.

Section 19. CUSTODY, APPROVAL, AND REGISTRATION THE BOND; AND BOND COUNSEL'S OPINION. The President of the Board is hereby authorized to have control of the Bond initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending delivery and investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Bond issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond.

Section 20. FEDERAL TAX COVENANTS. (a) General Tax Covenants Regarding Tax Exemption of Interest on the Bond. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bond as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to refrain from taking any action which would otherwise result in the Bond being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment

property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bond, other than investment property acquired with --

(1) proceeds of the Bond invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Bond is issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bond;

(vii) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to refrain from using the proceeds of the Bond or proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bond in contravention of the requirements of section 149(d) of the Code (relating to advance refundings), if applicable; and

(ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bond) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bond has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant, a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bond, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bond, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any authorized officer to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bond. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects financed with the proceeds of the Bond on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bond or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bond, or (2) the date the Bond is retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bond or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the projects financed with the proceeds of the Bond will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bond. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bond. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 21. SALE OF THE BOND. The Bond is hereby initially sold and shall be delivered to First Financial Trust and Asset Management Company (the "Purchaser") for cash at a price of \$2,095,000, pursuant to the purchase agreement dated the date of the final passage of this Order. The President of the Board is hereby authorized to execute and deliver such agreement. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 22. FURTHER PROCEDURES. (a) The President and Secretary of the Board, and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name, under the corporate seal, if necessary, and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bond, and the sale of the Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the Purchaser to accept delivery of the Bond is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bond is hereby approved and confirmed

Section 23. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule").

The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Bond.

Section 24. RESERVED

Section 25. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owner, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with the provisions of this Order and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal of or interest or redemption premium, if any, on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to consent of the Registered Owner to any proposed amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail or other permitted electronic means to the Registered Owner a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Bond, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Bond shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Bond, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 26. APPROPRIATION. To pay the debt service coming due on the Bond, if any (as determined by the Issuer) prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 27. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 28. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 29. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

Section 30. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of the Bond then outstanding.

Section 31. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall

be cumulative and shall be in addition to every other remedy given hereunder or under the Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Order, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Board.

Hotel Occupancy Tax Revenue Bonds, Series 2024

Security/Source of Repayment

- 2% Hotel Occupancy Tax (HOT) on rooms in Abilene and Taylor County

Issue Size:

Project Proceeds	\$2,000,000
Costs of Issuance	<u>95,000</u>
	\$2,095,000

Purchaser:	First Financial Bank
Interest Rate:	5.50%
Principal Maturities:	June 15, 2025-2044

Venue District Board act to authorize
issuance and approve sale:

June 17, 2024

Approvals by:

- City of Abilene Council	June 27, 2024
- Taylor County Commissioners Court	July 2, 2024

Closing and receipt of proceeds: July 25, 2024

Resolution – Approving Abilene-Taylor County Events Venue District Issuance of Bonds





Approving Venue District Issuance of Bonds

- In November 2023, voters approved the Abilene-Taylor County Events Venue District (Venue District) continuance of the 2% hotel occupancy tax on rooms within Abilene and Taylor County for the purpose of financing a venue project for Frontier Texas! and the Expo Center.
- On June 17, 2024 the Board of Directors of the Venue District authorized the issuance of bonds for improvements at Frontier Texas! that will be paid for using the 2% hotel occupancy tax





Approving Venue District Issuance of Bonds

- The Venue District must receive approval from both the City of Abilene and Taylor County prior to issuance of these bonds.
- The City shall have no liabilities for the payments of the obligations nor shall any of the City's assets be pledged to secure the obligations





Approving Venue District Issuance of Bonds

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/27/2024

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 17. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

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

Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None