



City of Abilene City Council Agenda

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

Weldon Hurt, Mayor

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

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on July 11, 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. Mayor Pro-tem Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Recognition:**

- Accreditation Presentation from the Texas Police Chiefs Association

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.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 27, 2024 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2025 Chevrolet Silverado 2500 Pickup Trucks for Abilene Fire Department from Sewell Chevrolet in Odessa Texas using Buyboard Cooperative Contract #724-23 **(Don Green)**
5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Amendment to the Service Center West Lease with Brevard Capital, Inc. **(Don Green)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Amend and Replace Resolution No 123-2022 Regarding the Agreement with the Texas Department of Transportation to Improve Intersection Infrastructure Along South 14th Street Between Sayles Boulevard and Treadaway Boulevard **(Max Johnson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing The City Manager to Enter Into a Broker Listing Agreement to Sell Real Property, and Authorizing the Sale of Real Property Located at 453 South 27th Street, Abilene, Taylor County, Texas **(Max Johnson)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on a Special Request from Community Foundation of Abilene for Public Improvement Assistance Grant Located at 858 N. 1st Street **(Tim Littlejohn)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into Economic Development Agreements with Thornton Custom Homes for 5541 N 10th St., 5549 N 10th St., and 5557 N 10th St. **(Tim Littlejohn)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into Economic Development Agreement with Habitat for Humanity for 442 Portland Ave. **(Tim Littlejohn)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Single-Family Rehabilitation Program Project Budgeted with HOME Program Funds for 3117 Grand Avenue **(Tim Littlejohn)**
12. **Ordinance (First Reading) Z-2024-11:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Jacob & Martin, To Create A New Planned Development District (PD-186). The Proposed Planned Development District Will Allow The Following Base Zoning Classifications; Tract 1 General Retail (GR), Tract 2 Medium Density (MD) With Modified Building Setbacks. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

13. **Ordinance (Final Reading) Z-2024-12:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
14. **Ordinance (Final Reading) Z-2024-13:** Receive a Report, Hold a Discussion and Public Hearing, 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)**

15. **Ordinance (Final Reading) Z-2024-17:** Receive a Report, Hold a Discussion and Public Hearing, 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)**

EXECUTIVE SESSION

16. **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 5th day of July, 2024, at 9:30 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 27, 2024 (Shawna Atkinson)**

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 27, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-27-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
June 27, 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 27, 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 and Brian Yates. Councilmember Blaise Regan was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Travis Craver delivered the invocation, and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-15. Item 14 was pulled from consideration prior to the meeting. Item 8 was pulled for individual consideration.

Item pulled for individual consideration:

- Item 8: Councilmember Price

Item pulled from consideration:

- Item 14

PUBLIC COMMENTS

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

- Dorothy Clay
- Krystal Lewis
- John Jacoby
- Elsa Jacoby
- Eric Bengs

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

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda consisting of items 2-7, 9-13 and 15. Councilmember Yates 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 (0): None
ABSENT (1): Councilmember Regan

Mayor Pro-tem McAlister had a conflict of interest on item 12 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 12 alone was:

AYES (5): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard and Yates
NAYS (0): None
ABSTAIN (1): Mayor Pro-tem McAlister
ABSENT (1): Councilmember Regan

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 13, 2024
3. 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. 144-2024]

Board	Term End Date
<i>Abilene-Taylor County Events Venue District Board</i>	
Eric Bruntmyer [New]	November 2025

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
[ASSIGNED RESOLUTION NO. 145-2024]
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
[ASSIGNED RESOLUTION NO. 146-2024]
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
[ASSIGNED RESOLUTION NO. 147-2024]
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
[ASSIGNED RESOLUTION NO. 148-2024]
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
[ASSIGNED RESOLUTION NO. 150-2024]
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.
[ASSIGNED RESOLUTION NO. 151-2024]
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
[ASSIGNED RESOLUTION NO. 152-2024]

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.
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.
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.

ITEM PULLED FROM CONSIDERATION

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.
[NOT CONSIDERED]

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Amended and Restated Bylaws of Keep Abilene Beautiful, Inc.
[ASSIGNED RESOLUTION NO. 149-2024]

Having pulled the item, Councilmember Price questioned why the recommended amendments include removing the Open Meetings Act requirement when the City would still be required to fund the Executive Director position. Michael Rice, Assistant City Manager, presented the item and clarified that there is still reporting that Keep Abilene Beautiful will be responsible for submitting to the City, as well as other duties from Public Works being in the job description for the ED. Adoption of the item will amend the bylaws of Keep Abilene Beautiful.

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. Deputy Mayor Pro-tem Craver 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 (0): None
ABSENT (1): Councilmember Regan

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 153-2024]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the issuance of the Abilene-Taylor County Events Venue District's Tax Revenue Bonds from Hotel Occupancy Tax, Series 2024.

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

NAYS (0): None

ABSENT (1): Councilmember Regan

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:04 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:

17. A.551.072 (Deliberations about Real Property)

1. Dog Park

17.D.551.074 (Personnel Matters)

1. City Manager

The Executive Session ended at 9:58 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:58 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2025 Chevrolet Silverado 2500 Pickup Trucks for Abilene Fire Department from Sewell Chevrolet in Odessa Texas using Buyboard Cooperative Contract #724-23 (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase two (2) 2025 Chevrolet Silverado 2500s for Abilene Fire Department from Sewell Chevrolet in Odessa Texas utilizing BuyBoard Contract #724-23, Quote Number 2400193BH.

SPECIAL CONSIDERATIONS

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. BuyBoard is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

The funds for this purchase are to be provided through the Fleet Replacement Fund. One vehicle purchase was budgeted for in FY24 in the amount of \$65,000. The second truck was not included in the FY24 budget.

STAFF RECOMMENDATION

Fleet Services and Abilene Fire Department staff recommend the purchase of these two (2) 2025 Chevrolet Silverado 2500 pickups for Abilene Fire Department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY24 CO-OP Fire Pickups Resolution
2. CO-OP Fire Pickups Addtl Info
3. FY24 Fire Pickups Budget VS Actual
4. FY24 CO-OP Fire Pickups
5. FY24 CO-OP Fire Pickups PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE TWO (2) CHEVROLET SILVERADOS FROM SEWELL CHEVROLET, ODESSA TX THROUGH
QUOTE 2400193BH UNDER BUYBOARD CONTRACT NUMBER 724-23**

WHEREAS, City of Abilene has a need for two (2) Three-Quarter Ton Pickups; and

WHEREAS, City of Abilene received pricing for two (2) Three-Quarter Ton Pickups; and

WHEREAS, one truck was budgeted for in Fiscal Year 2024; and

WHEREAS, the second truck was not budgeted.

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

PART 1: That the City Council approves this purchase from Sewell Chevrolet of Odessa, Texas in the amount of One Hundred Eighteen Thousand Nine Hundred Forty Dollars (\$118,940.00) for two (2) Three-Quarter Ton Pickups.

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

ADOPTED this 11th day July, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Fire Pickups

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4506	Fire Support Services	2015	Ford	F-250	133,476		\$32,876.20	Auction	3 of 4	Unit met 3 out of 4 required replacement points
NBI	Fire Support Services									

BUDGET vs ACTUAL COSTS
Fully Outfitted Chevrolet Tahoe

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4506	3103	Fire Support Services	3/4 Ton Pickup	\$65,000	\$59,270	(\$5,730)
NBI	3103	Fire Support Services	3/4 Ton Pickup	\$0.00	\$59,270.00	\$59,270.00
				\$65,000.00	\$118,940.00	\$53,540.00

SEWELL

FAMILY OF COMPANIES

SEWELL CHEVROLET		QUOTE #:	2400193BH
COOP:	BUYBOARD 724-23	DATE:	27-Jun
PRODUCT DESCRIPTION:	2025 CHEVY 2500HD CUSTOM 4WD CREW	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF ABILENE	EMAIL:	billy.hughes@teamsewell.com
ADDRESS:		CONTACT:	GEORGE REINERT
		PHONE #:	
		EMAIL:	

BID SERIES:			BASE PRICE: \$ 59,270.00		
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
CK20743	25 2500HD SILVERADO CREW 4WD	INCL.		INFOTAINMENT SYSTEM	INCL.
	6.6L V8 GAS ENGINE	INCL.		POWER WINDOWS/SEATS/MIRROR	INCL.
PCX	CUSTOM VALUE PACKAGE	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
RVQ	BLACK 6" RECTANGULAR STEPS	INCL.		UPFITTER SWITCHES	INCL.
CGN	SPRAY TEC BEDLINER	INCL.		20" WHEELS	INCL.
NZZ	SKID PLATES	INCL.		SAFETY ASSIST PACKAGE	INCL.
				REMOTE START AND KEYLESS ENTR	INCL.

EXTERIOR COLOR:	RED HOT
INTERIOR COLOR:	JET BLACK

ADDITIONAL ITEMS:	FLEET ORDER
EQUIPMENT VENDOR:	
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	2
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	-
\$	-
INCLUDED	
	0
\$	59,270.00
\$	118,540.00
\$	400
\$	118,940.00

City Council Meeting

07/11/2024





FY24 CO-OP Fire Pickups

- New Budget Item purchase for Fire Support Services, and replacing unit 4506
- Units to be 2025 Chevrolet Silverado 2500s
- Purchased through Sewell Chevrolet in Odessa, TX.





FY24 CO-OP Fire Pickups





City Council Agenda Memo

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Amendment to the Service Center West Lease with Brevard Capital, Inc. *(Don Green)*

GENERAL INFORMATION

On March 28, 2024, City Council approved the lease with Brevard Capital, Inc. for the Car Rental Service Facility - Site B through Resolution 63-2024. Brevard Capital has since requested expansion of the leased area to include land recently abandoned by Abilene Aero when their underground fuel farm was removed from their ground lease. Brevard Capital wants to use the expanded area to place an automatic car wash on the site and will also pave the leased area in asphalt. Brevard will pay for the airport perimeter fence relocation to expand the leased area and all other improvements. These improvements will allow Brevard to operate its car rental business more efficiently.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends Lease Amendment 1.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board will consider this amendment at its July 10th meeting.

ATTACHMENTS:

1. Resolution - Lease Amendment 1 - Brevard Capital Group Service Facility Site B Lease (7-11-24)
2. 063-2024 - Authorizing a Car Rental Service Facility Site B Lease with Brevard Capital Group
3. Brevard Service Center Lease Amendment 1 Presentation (7-11-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE CAR RENTAL SERVICE FACILITY -
SITE B LEASE AMENDMENT 1 WITH BREVARD CAPITAL GROUP, INC.**

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

WHEREAS, City Council approved Resolution 63-2024 on March 28, 2024 to lease Car Rental Service Facility – Site B at Abilene Regional Airport to Brevard Capital Group, Inc.; and

WHEREAS, Brevard Capital Group, Inc. has requested to enlarge the leased area to more efficiently operate its car rental business; and

WHEREAS, land adjacent to Site B has recently become available for lease; and

WHEREAS, Brevard Capital , Inc has agreed to make improvements to the leased area at its own cost, including relocating the airport perimeter fence, paving the area with asphalt and installing a car wash facility; and

WHEREAS, the Airport Development Board affirmed staff’s recommendation and approved its recommendation on July 10, 2024.

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

1. That the City Manager is authorized to execute Amendment 1 to the Car Rental Service Facility – Site B Lease with Brevard Capital Group, Inc.
2. That this Resolution is effective immediately upon adoption.

ADOPTED this 11th day of July 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. 63-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE CAR RENTAL SERVICE FACILITY -
SITE B LEASE WITH BREVARD CAPITAL GROUP, INC.**

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

WHEREAS, Abilene Regional Airport has two Car Rental Service Facilities available for lease to on-airport car rental companies; and

WHEREAS, the Airport conducted a bid for each facility limited to the three on-airport car rental companies; and

WHEREAS, Brevard Capital Group, Inc. submitted the highest qualified bid for Service Facility Site B; and

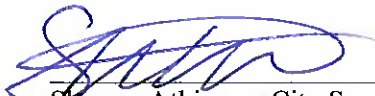
WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation on March 20, 2024.

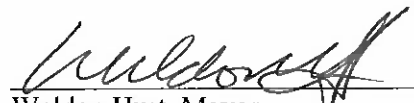
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ABILENE, TEXAS:**

1. That the City Manager is authorized to execute the Car Rental Service Facility – Site B Lease with Brevard Capital Group, Inc. with a term effective April 1, 2024 and to run concurrently with the Brevard Capital Group Inc, On-Airport Car Rental Operating Agreement.
2. That this Resolution is effective immediately upon adoption.

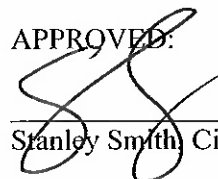
ADOPTED this 28th day of March 2024.

ATTEST:


Shawna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney

City Council Meeting

7/11/2024

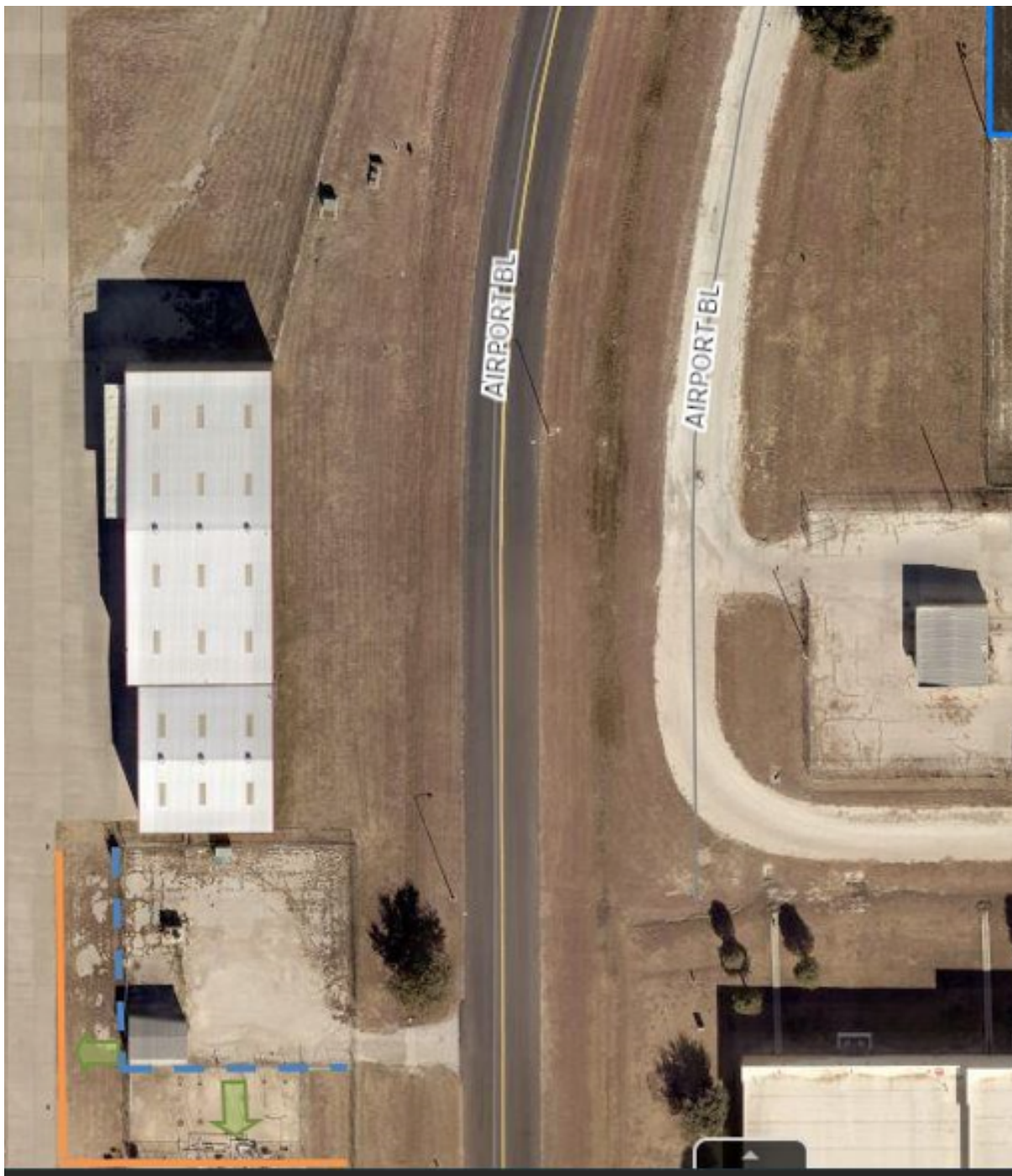




Brevard Capital Group, Inc Agreement Award

- On March 28, 2024, City Council approved the lease with Brevard Capital, Inc. for the Car Rental Service Facility - Site B through Resolution 63-2024.
- Brevard Capital has since requested expansion of the leased area to include land recently abandoned by Abilene Aero when their underground fuel farm was removed from their ground lease.
- Brevard Capital wants to use the expanded area to place an automatic car wash on the site and will also pave the leased area in asphalt.









**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 6. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Amend and Replace Resolution No 123-2022 Regarding the Agreement with the Texas Department of Transportation to Improve Intersection Infrastructure Along South 14th Street Between Sayles Boulevard and Treadaway Boulevard *(Max Johnson)*

GENERAL INFORMATION

Public Works submitted City Council Item on July 28, 2022, which was approved and created Resolution No. 123-2022. This item referenced a TxDOT Highway Safety Improvement Program (HSIP) project to improve intersection infrastructure along the S14th Street corridor between Sayles Boulevard and Treadaway Boulevard. Following the approval of the resolution, TxDOT reviewed the project (including funding sources) and found discrepancies. In accordance with TxDOT rules and policy, the State is not authorized to fund a portion of the project which equates to \$8,513.00 for this project. The reference to the Texas Transportation Commission Minute order has also been updated. This item modifies and replaces Resolution No. 123-2022 to include \$8,513.00 for TxDOT Administrative Fees.

SPECIAL CONSIDERATIONS

This resolution updates and replaces Resolution No. 123-2022 signed July 28, 2022.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this agreement which includes \$8,513 in administrative fees for TxDOT.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Corrected Resolution for HSIP Sayles to Treadaway
2. 123-2022 - Authorizing an Agreement with DPS to Participate within the Installation of Flashing Yellow Arrow Signal Heads along S 14th
3. Draft_0908-33-104_AFA
4. Resolution Correction to HSIP project - 7-11-2023 ppt 7-2-2024

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE TO PARTICIPATE WITHIN THE IMPROVEMENT OF INTERSECTION INFRASTRUCTURE ALONG S 14TH ST FROM SAYLES BOULEVARD TO TREADAWAY BOULEVARD THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Highway Safety Improvement Program (HSIP) is administered by the Texas Department of Transportation (the State) to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both on-system and off-system roads; and,

WHEREAS, a project to improve intersection infrastructure and interconnected signal system along the corridor of South 14th Street, from Sayles Boulevard to Treadaway Boulevard is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116522. Dated August 16, 2023; and,

WHEREAS, the usual fund participation ratio for project on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent for construction; and,

WHEREAS, the estimated local match fund participation requirement for construction on the approved HSIP project is \$0. However, the City of Abilene will be responsible for administration fees to TxDOT of \$8,513 as well as any overruns that may occur on the project.

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

PART 1: That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to Contribute Funds for the above referenced project, reference by the date of July 11, 2024.

PART 2: That the sum of **EIGHT THOUSAND FIVE HUNDRED THIRTEEN DOLLARS (\$8,513.00)**, which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and directed to pay the sum indicated from the funds available in the budget accounts.

PART 3: This Resolution corrects and replaces Resolution 123-2022, dated July 28, 2022, and is effective as of July 28, 2022.

ADOPTED this 11th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. 123-2022

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE TO PARTICIPATE WITHIN THE INSTALLATION OF FLASHING YELLOW ARROW SIGNAL HEADS AND INTERCONNECTED SIGNAL SYSTEM ALONG S 14TH ST THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Highway Safety Improvement Program (HSIP) is administered by the Texas Department of Transportation (the State) to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both onsystem and off-system roads.; and

WHEREAS, a project to install flashing yellow arrow signal heads and interconnect signal system along S 14th Street is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073. Dated August 31, 2021; and

WHEREAS, the usual fund participation ratio for projects on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent; and

WHEREAS, the estimated local match fund participation requirement on the approved HSIP project is \$0. However the City of Abilene will still be responsible for an administration fee to TxDOT of \$21,657.60, as well as any overages that may occur on the project.

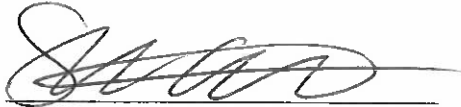
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to Contribute Funds for the above referenced project, referenced by the date of July 28, 2022.

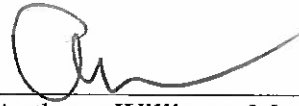
PART 2: That the sum of Twenty-One Thousand-Six Hundred-Fifty-Seven Dollars and Sixty Cents (\$21,657.60), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

ADOPTED: this 28th day of July, 2022.

ATTEST:

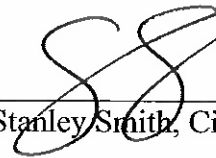


Shawna Atkinson, City Secretary



Anthony Williams, Mayor

APPROVED:



Stanley Smith, City Attorney



TxDOT:				Federal Highway Administration:	
CCSJ #	0908-33-104	AFA ID	Z00003592	CFDA No.	20.205
AFA CSJs	0908-33-104			CFDA Title	Highway Planning and Construction
District #	08	Code Chart 64#	00150		
Project Name	S 14 Signals Abilene Off System			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Abilene**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Signal Improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **July 28, 2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the improvement of Traffic Signals, Interconnect Signals along the corridor of South 14th Street, from Sayles Boulevard to BU 83D.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

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qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

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- Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

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approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

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the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	State:
City of Abilene ATTN: City Manager 555 Walnut St. Abilene, Texas 79601	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and

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3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT

South 14th St from Sayles Blvd to Treadaway Blvd



PROJECT CORRIDOR AND INTERSECTIONS

- 1) 14TH STREET AT SAYLES BLVD
- 2) 14TH STREET AT BUTTERNUT STREET
- 3) 14TH STREET AT OAK STREET
- 4) 14TH STREET AT TREADAWAY BLVD

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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$23,136	0%	\$0	0%	\$0	100%	\$23,136
Construction (by the State)	\$657,470	100%	\$657,470	0%	\$0	0%	\$0
Subtotal	\$680,606		\$657,470		\$0		\$23,136
Environmental Direct State Costs	\$1,064	0%	\$0	0%	\$0	100%	\$1,064
Right of Way Direct State Costs	\$1,064	0%	\$0	0%	\$0	100%	\$1,064
Engineering Direct State Costs	\$1,064	0%	\$0	0%	\$0	100%	\$1,064
Utility Direct State Costs	\$1,064	0%	\$0	0%	\$0	100%	\$1,064
Construction Direct State Costs	\$4,257	0%	\$0	0%	\$0	100%	\$4,257
Indirect State Costs	\$30,244	0%	\$0	100%	\$30,244	0%	\$0
TOTAL	\$719,363		\$657,470		\$30,244		\$31,649

Initial payment by the Local Government to the State: \$4,257

Payment by the Local Government to the State before construction: \$4,257

Estimated total payment by the Local Government to the State \$8,513

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

Intentionally left blank.

Correction to Approved Resolution No 123-2022 signed July 28, 2022

(Max Johnson)





Adjustment to Approved Resolution No 123-2022 signed July 28, 2022

- Resolution No. 123-2022 approved July 28, 2022 – this project improves intersection infrastructure along the S14th Street corridor between Sayles and Treadaway Boulevards
- Original TxDOT information included discrepancies on funding and references
- City contribution corrected to \$8,513.00 for TxDOT administrative fees and reference to Texas Transportation Commission Minute Order corrected
- Staff recommends approval of City's contribution to project





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing The City Manager to Enter Into a Broker Listing Agreement to Sell Real Property, and Authorizing the Sale of Real Property Located at 453 South 27th Street, Abilene, Taylor County, Texas (Max Johnson)

GENERAL INFORMATION

The City of Abilene owns real property comprised of 9.1 acres located at 453 South 27th Street, Abilene, Taylor County, Texas. Texas law now allows a municipality to sell real property by hiring a broker, and paying the broker a fee if the broker produces a ready, willing and able buyer. Also, the municipality may sell the real property to the highest cash bidder. The broker must list the real property on the multiple listing service for at least 30 days before the City may sell the property.

Staff has identified Berkshire Hathaway HomeServices, Stovall Realtors as the qualified broker to sell the real property. The broker's fee is 3.5% of the sales price, to be paid at closing.

Request is made that the City Council authorize the City Manager to enter into a Broker Listing Agreement, and authorize the City Manager to sell the property to the buyer or buyers who offer the highest cash offer after the property has been listed at least 30 days on the multiple listing service.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Broker Listing
2. 9.1 Acres LOT 102, MAXWELL GC SUBD
3. Maxwell Golf Course Subdivision Plat
4. 9.1 Acres Maxwell GC Slide Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A BROKER LISTING AGREEMENT WITH BERKSHIRE HATHAWAY HOMESERVICES, STOVALL REALTORS AND AUTHORIZING THE CITY MANAGER TO SELL REAL PROPERTY LOCATED AT 453 SOUTH 27TH STREET, ABILENE, TAYLOR COUNTY, TEXAS.

WHEREAS, Texas Local Government Code Section 253.014 allows a home-rule municipality to contract with a broker to sell real property it owns; and

WHEREAS, the governing body may pay a fee to the broker if the broker produces a ready, willing and able buyer to purchase the tract of real property; and

WHEREAS, after the 30th day the property is listed with a multiple-listing service, the governing body may sell the property to a ready, willing and able buyer who is produced by any broker using the multiple-listing service and who submits the highest cash offer.

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

- PART1:** That the City Manager is authorized to enter into a contract with broker, Berkshire Hathaway HomeServices Stovall, Realtors, to sell the City's real property located at 453 South 27th Street, Abilene, Taylor County, Texas.
- PART2:** That the City Manager is authorized to pay the broker a fee of 3.5% of the sales price if the broker produces a ready, willing and able buyer or buyers to purchase said real property.
- PART3:** That after the property is listed by the Broker with a multiple-listing service for at least 30 days, the City Manager is authorized to sell said property to a ready, willing and able buyer or buyers who is produced by any broker using the multiple- listing service and who submits the highest cash offer.
- PART4:** That this Resolution shall take effect immediately upon passage.

ADOPTED this 11th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

ATTEST:

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



453 S 27th St:
9.1 acres, Lot 102
Maxwell Golf Course Subd
(yellow)

Maxwell Golf Course

S27TH ST

MAPLE ST

CHINA ST

HAMILTON ST

MAPLE ST

S27TH ST

ES27TH ST

POLASEK DR POLASEK DR

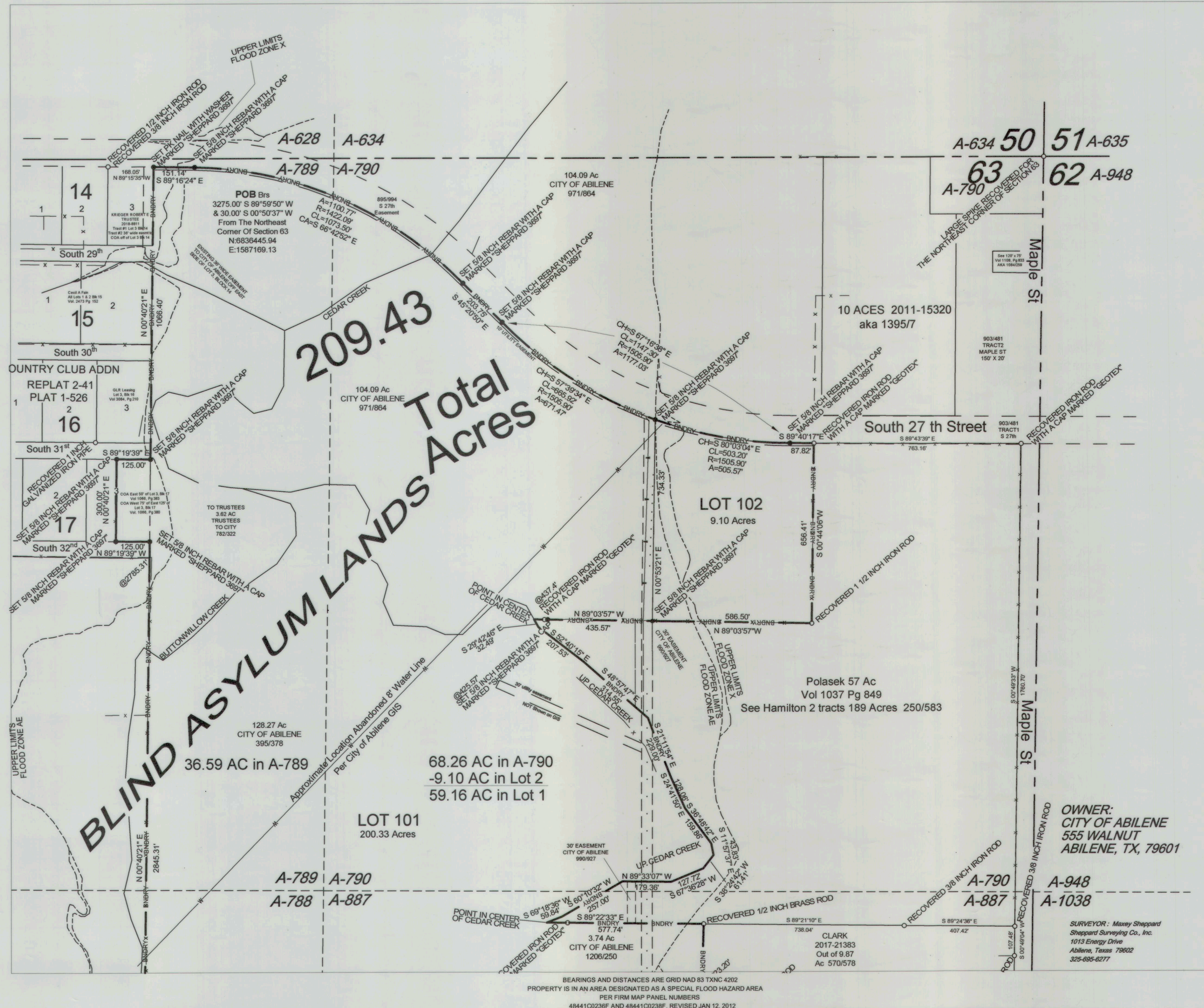
WATERSIDE DR

DOTTY LOU ST

HOUSTON HOLLOW ST

AUTUMNWOOD WY

THIS TRACT CONSISTS OF PARTS OF A CALLED 104.09 ACRE TRACT AS DESCRIBED IN VOLUME 971, PAGE 864, TAYLOR COUNTY DEED RECORDS, A CALLED 128.27 ACRE TRACT AS DESCRIBED IN VOLUME 395, PAGE 378, OF TAYLOR COUNTY DEED RECORDS, THE EAST 125' OF LOT 3, BLOCK 17, OF THE COUNTRY CLUB ADDITION TO THE CITY OF ABILENE AS RECORDED IN PLAT CABINET 1, SLIDE 526, PLAT RECORDS OF TAYLOR COUNTY AND DESCRIBED IN PAGES 380 & 383 OF VOLUME 1066 OF TAYLOR COUNTY DEED RECORDS, A CALLED 3.74 ACRE TRACT AS DESCRIBED IN VOLUME 1206, PAGE 250, FROM ROBERT CLARK, A CALLED 5.70 ACRE TRACT AS DESCRIBED IN VOLUME 1206, PAGE 141, FROM ROBERT CLARK, A CALLED 5.17 ACRE TRACT DESCRIBED IN VOLUME 1206, PAGE 246, FROM H. G. HENDERSON, A CALLED 1.01 ACRE TRACT AS DESCRIBED IN VOLUME 1206, PAGE 242, FROM GLEN McDANIEL, AND A CALLED 0.58 ACRE TRACT AS DESCRIBED IN VOLUME 1122, PAGE 587, FROM ROBERT RIFENBURGH.



PLANNING COMMISSION		PLANNING DIRECTOR	
THIS PLAN IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAN IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.		FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS.	
<i>12-5-22</i>		<i>12-5-22</i> <i>MEP-9622</i>	
DATE		DATE	
CHAIRMAN		FILE NUMBER	
ATTEST		<i>Judy A. Taylor</i>	
SECRETARY		PLANNING DIRECTOR	
DATE		<i>Paid</i>	
PLANNING DIRECTOR		FEES	
COUNTY CLERK			
I CERTIFY THAT THE SUBDIVISION PLAN DESCRIBED HEREIN WAS FILED FOR RECORD ON			
THE DEDICATION FILED, IN CONNECTION WITH THIS PLAN IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS		<i>12-28-22</i> <i>2022-25610</i>	
DATE		DATE	
DIRECTOR OF PUBLIC WORKS		FILE NUMBER	
<i>12/8/2022</i> <i>Margaret</i>		<i>Brandi DeBona</i> <i>Taylor</i>	
DATE		COUNTY CLERK	
DIRECTOR OF PUBLIC WORKS		COUNTY TEXAS	
		<i>Margaret Pickett</i>	
		DEPUTY	

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF

MAXWELL GOLF COURSE SUBDIVISION

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS, AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS

SEE ACCOMPANYING FIELD NOTES

EXECUTED THIS 19th DAY OF December 2022

Robert Hanna _____

OWNER

OWNER

OWNER

ACKNOWLEDGEMENT

COUNTY OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED

KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th December A D 20 23

DAY OF DECEMBER KAREN M. DANIEL Notary Public, State of TEXAS My Comm. Exp 8-13-2024 12292276-8 NOTARY PUBLIC COUNTY TEXAS

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

DAY OF _____

NOTARY PUBLIC COUNTY TEXAS

GENERAL NOTES

SHEET 2 OF 3 SHEETS

ACREAGE 209.43 Acres

SCALE 1" = 200' SMALLEST LOT 9.10 Acres SQ. FT. LARGEST LOT 200.33 Acres 29 FT.

LOT WIDTH MIN _____ MAX _____ LOT DEPTH MIN _____ MAX _____

CONCRETE MONUMENTS (SYMBOL) _____ POLES (SYMBOL) _____ DOWN GUYS (SYMBOL) _____

CERTIFICATION

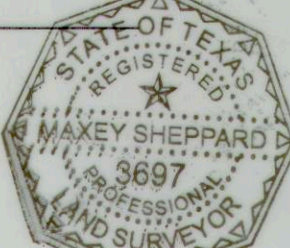
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION OF THE GROUND AND THAT FURTHER MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF TAYLOR COUNTY, TEXAS

PLAT DESCRIPTION:

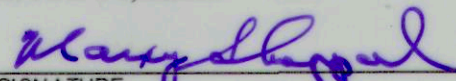
A PLAT OF THE MAXWELL GOLF COURSE SUBDIVISION, 209.43 ACRES OF LAND, BEING 68.26 ACRES OUT OF THE NORTHEAST QUARTER (A-790), 82.03 ACRES OUT OF THE SOUTHWEST QUARTER (A-887), 22.55 ACRES OUT OF THE SOUTHWEST QUARTER (A-788), AND 36.59 ACRES OUT OF THE NORTHWEST QUARTER (A-789), ALL OF SECTION 63, BLIND ASYLUM LANDS, TAYLOR COUNTY, TEXAS.

NOV 01, 2022

DATE



SIGNATURE



Maxey Sheppard RPLS 3697
(PRINT)

REGISTERED PROFESSIONAL LAND SURVEYOR

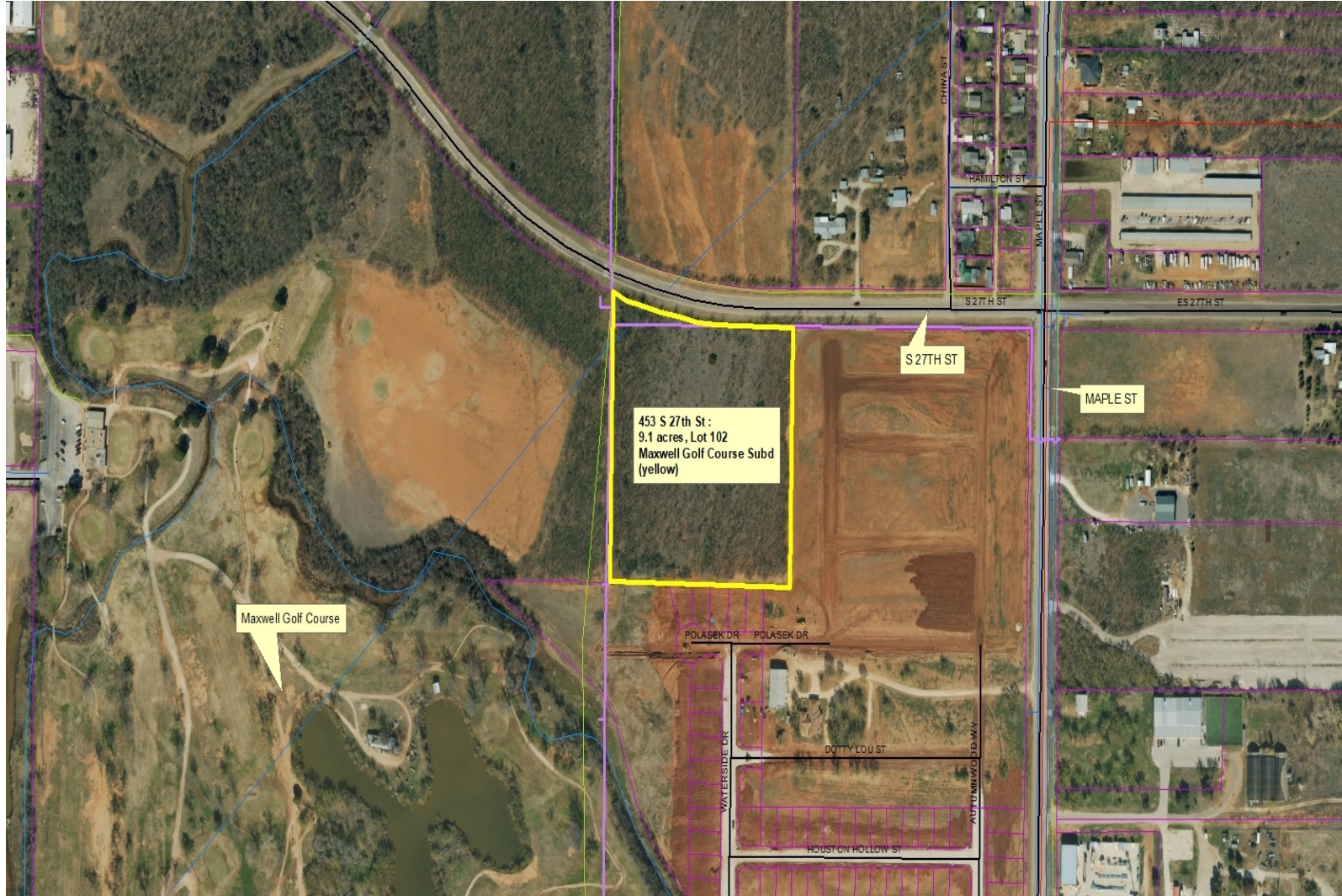
Agreement with Broker and Authorizing City Manager to Sell Real Property at 453 South 27th Street, Abilene, Texas

(Max Johnson)





Sale of Real Property at 453 South 27th Street, Abilene, Texas



Location Map





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on a Special Request from Community Foundation of Abilene for Public Improvement Assistance Grant Located at 858 N. 1st Street (Tim Littlejohn)

GENERAL INFORMATION

Community Foundation of Abilene is requesting Public Improvement assistance for 858 N 1st. St. CFA is renovating this structure to expand non-profit needs and space. They are estimating the renovation costs to be around \$4,000,000.00

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

TIRZ #2 \$100,000.00

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

Approval with conditions of fundraising completion and construction must be completed within 24 months of fundraising completion.

ATTACHMENTS:

1. TIRZ council RESOLUTION 2024
2. community foundation_240325_113742
3. Document_240325_115737
4. Document_240325_115758
5. TIRZ board signed support resolution
6. Cloud Printing Image 2
7. CFA council presentation

RESOLUTION NO. _____

A RESOLUTION OF CITY COUNCIL, CITY OF ABILENE, TEXAS, APPROVING A SPECIAL REQUEST FOR PUBLIC IMPROVEMENT FUNDS FROM THE TAX INCREMENT REINVESTMENT ZONE NO. 2 FOR THE COMMUNITY FOUNDATION OF ABILENE, INC.

WHEREAS, the governing body of the City of Abilene adopted Ordinance No. 66-2013 creating a Tax Increment Reinvestment Zone No. 2, establishing certain economic development incentives to encourage and promote private investment within the City of Abilene Tax Increment Reinvestment Zone No. 2; and

WHEREAS, the governing body of the City of Abilene is considering a special request from the Community Foundation of Abilene for public improvements in the amount of \$100,000 for 858 N 1st St. located within the boundaries of Tax Increment Reinvestment Zone No. 2; and

WHEREAS, public improvement assistance grants are considered eligible activities for Tax Increment Reinvestment Zone No. 2 funding; and

WHEREAS, it is understood that grants for eligible public improvement projects will be made in accordance with established guidelines and policies as promulgated by the City of Abilene Planning and Development Services Department; and

WHEREAS, grants awarded through the Public Improvement Assistance Grant Programs will be financed with funds currently allocated for such use by the Tax Increment Reinvestment Zone Board; and

WHEREAS, the Tax Increment Reinvestment Zone No. 2 Board of Directors approved the request at its June 25, 2024 meeting.

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

PART 1: That the City Council approves the special request from the Community Foundation of Abilene for public improvement assistance in the amount of \$100,000.00.

PART 2: That the City Council has added conditional approval based on the completion of fundraising, and the construction must conclude within twenty-four months from the completion of fundraising.

PART 3: That the City Council approves the use of Tax Increment Reinvestment Zone No. 2 funds for such use and delegates grant approval authority to the City Manager or his designee.

PART 4: That the TIRZ funding for this special request be limited to \$100,000 total and payable at time the public improvement is completed.

ADOPTED this 11th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



COMMUNITY FOUNDATION of ABILENE

Empowering people to make a *lasting* charitable impact on our community.

March 22, 2024

Mr. Robert Hanna
TIRZ Board and Abilene City Council
PO Box 60
Abilene, TX 79604

Dear Robert,

I am writing to request your support for a significant project that promises to further revitalize our downtown community and amplify the impact of philanthropy in Abilene. The Community Foundation of Abilene is seeking a grant to renovate the old Cloud Printing Building (858 North 1st) next door to our current location. We purchased this building in 2020 and now have a dream for what we want it to become.

Since the Community Foundation of Abilene moved into our current space in 2018, our vision has been to increase the ability to address critical community needs, promote civic engagement, and foster collaboration among our local nonprofits. We wanted to create a central hub that would facilitate these efforts and provide a dedicated space for nonprofits to access resources, share ideas, and work together for the betterment of our community.

Our current Warehouse space has allowed us to accomplish that vision allowing many organizations and groups use that space as it's available for their needs, free of charge. Groups who have used it range from nonprofit organizations, to Dyess AFB, the local universities and colleges, the Chamber of Commerce, the City of Abilene and many other groups using it for their various needs. We have come to the point that we need to have more space to keep up with the needs of these groups, as well as our own needs.

The estimated cost of renovating and repurposing the Cloud building is \$4,689,100, and we are actively seeking financial support to make this vision a reality. **We kindly request a grant of \$100,000 to support this ambitious project.** We have secured commitments totaling \$1.7M as of the date of this letter, with other requests outstanding.

Our Grant Proposal in Brief

Renovation of Cloud Building: The grant funds will be used for the complete renovation of the Cloud Building. This will include reconstructing access to the second floor and basement, an updated elevator, accessibility improvements, energy-efficient upgrades, and the reconstruction of its streetside façade, which is currently an eyesore for people traveling on North 1st. This 15,000-square-foot building has 6,000 square feet on the 1st and 2nd floors and 3,000 square feet in the basement.



Board of Trustees

Ian Nickerson Sr.
Board Chair

Carolyn Beckham

Kelly Cannon

Jason Hall

Lee Hampton

Geoff Haney

Melody Hunt

David McQueen

Chris Montoya

Brandon Osborne

Mindy Patterson

Sue Schackmuth

Gustavo Villanueva

Sam Vinson

Liz Wagstaff

Nonprofit Meeting Center: This will expand the space that we currently use for meetings, trainings and space that our nonprofit and community organizations can use throughout the year at no charge. This additional space will allow us to become more of a hub for local nonprofits, offering even more resources, training, and networking opportunities to enhance their capacity to serve our community. The center will provide meeting rooms, training facilities, and a collaborative workspace where organizations can work together to address common challenges.

Community Foundation Office Space: The Community Foundation of Abilene is currently out of additional offices in our current space. To prepare for future growth as we expand our assets and services and better serve our community, we will add additional offices to accommodate the growth of our team.

Community Impact: We envision this space playing a vital role in enhancing the well-being and resilience of our community. We'll be able to use this space to help strengthen area nonprofit organizations, address critical community challenges, and educate our nonprofits, donors, and community in various ways, ultimately contributing to the overall development and cohesion of the community we serve.

While this may seem like an unusual request from a nonprofit organization, the potential impact of funding this project can be significant to Abilene. By supporting such a project, you're not just investing in a single organization but in an entire community's well-being and development. **This past year, \$10M of our grantmaking stayed here in Abilene.** Our nonprofits are using those dollars to improve the lives of our citizens through the services, care, and quality of life they offer. As our assets and philanthropic reach continues to grow, that grantmaking impact will grow as well.

By providing the funding for this project, you will directly contribute to:

- Strengthening the capacity of local nonprofits to address community issues.
- Expanding the footprint and impact of CFA in our community.
- Preserving an old historic building, adding to the revitalization of our downtown.
- Creating a lasting legacy that will benefit our community for generations to come.

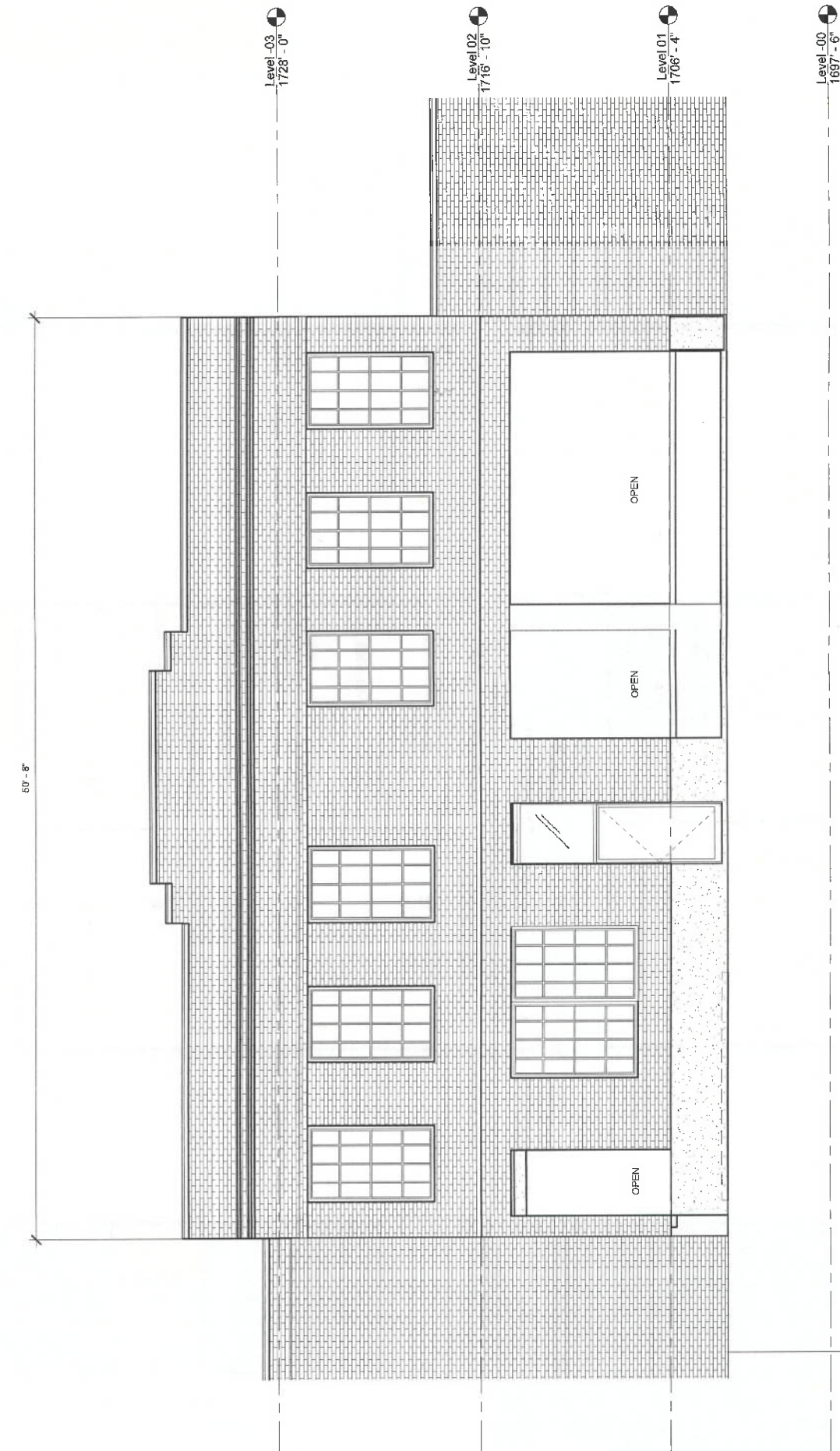
Thank you for considering our request. We would be happy to provide additional information, answer any questions you may have, or arrange a meeting to discuss this proposal in further detail. Your support would make a profound difference in our community, and we hope you share our enthusiasm for this project.

Sincerely,



Katie Alford
President/CEO
Enclosures

Facade Rendering



62 SOUTH COPY 1
1/4" = 1'-0"

Preliminary drawing.
Not for regulatory
approval, permitting
or construction. All
details are subject to
change.
Kevin Halliburton, AIA
Tx. Reg. No. 24277
Date : 07/23/2022

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PRIOR WRITTEN
PERMISSION FROM THE
ARCHITECT

Weatherl & Associates, PLLC
104 Pine Street, Suite 612
Abilene, Texas 79601



CFA - CLOUD
PRINTING BLDG.
658 NORTH 1ST STREET, ABILENE, TX 79601

REVISIONS:

02/23/23
JOB # 0522
A-202

RESOLUTION NO. _____

A RESOLUTION OF THE TAX INCREMENT REINVESTMENT ZONE NO. 2 BOARD OF DIRECTORS, CITY OF ABILENE, TEXAS, SUPPORTING A SPECIAL REQUEST FOR PUBLIC IMPROVEMENT FUNDS FROM THE COMMUNITY FOUNDATION OF ABILENE

WHEREAS, the governing body of the City of Abilene adopted Ordinance No. 66-2013 creating a Tax Increment Reinvestment Zone No. 2, establishing certain economic development incentives to encourage and promote private investment within the City of Abilene Tax Increment Reinvestment Zone No. 2; and

WHEREAS, the governing body of the City of Abilene is considering a special request from the Community Foundation of Abilene for public improvements in the amount of \$100,000 for 858 N 1st St. located within the boundaries of Tax Increment Reinvestment Zone No. 2; and

WHEREAS, public improvement assistance grants are considered eligible activities for Tax Increment Reinvestment Zone No. 2 funding; and

WHEREAS, it is understood that grants for eligible public improvement projects will be made in accordance with established guidelines and policies as promulgated by the City of Abilene Planning and Development Services Department; and

WHEREAS, grants awarded through the Public Improvement Assistance Grant Programs will be financed with funds currently allocated for such use by the Tax Increment Reinvestment Zone Board.

NOW THEREFORE BE IT RESOLVED BY THE TAX INCREMENT REINVESTMENT ZONE NO. 2 BOARD OF DIRECTORS, CITY OF ABILENE TEXAS:

PART 1: That the Board supports the special request from the Community Foundation of Abilene for public improvement assistance in the amount of \$100,000.00.

PART 2: That the Board has added conditional approval based on the completion of fundraising, and the construction must conclude within twenty four months from the completion of fundraising.

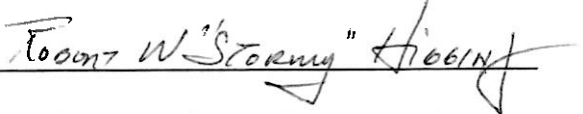
PART 3: That the Board supports the use of Tax Increment Reinvestment Zone No. 2 funds for such use and delegates grant approval authority to the Director of Planning and Development Services or his designee.

PART 4: That the TIRZ funding for this special request be limited to \$100,000 total and payable at time the public improvement is completed.

ADOPTED this 25th day of June, 2024.

ATTEST:

Shawna Atkinson, City Secretary



Robert "Stormy" Higgins, Chairman

APPROVED:

Stanley Smith, City Attorney



City Council Meeting

07/11/2024





- **Community Foundation of Abilene request for Public Improvement funds**

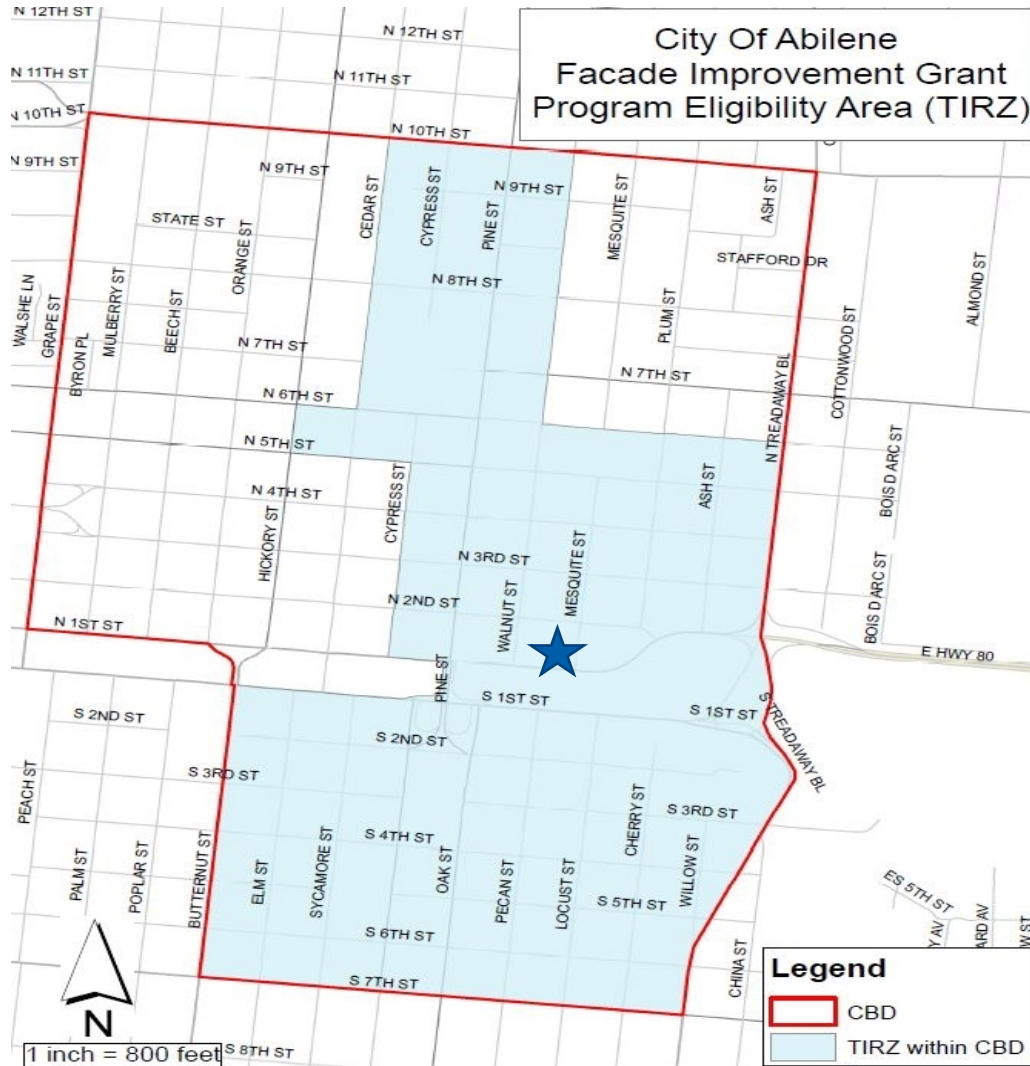




Eligible Projects

- Restoration of historically contributing factors or removal of elements that cover such details
- Window replacement or repair on windows that are visible from the street
- New signage (monument, wall, and awning; no temporary signs)
- Lighting that is visually appealing and illuminates business features
- Items not listed but would improve the front façade or integrity of the structure
- Curbing, irrigation, or approved landscaping
- Cleaning, painting, or residing the building
- New storefront construction
- Awnings and canopies
- Demolition





★ Location



CITY OF
ABILENE
TEXAS



- CFA moved into their current space in 2018
- Their vision has increased their ability to address critical community needs
- Created a central hub to facilitate efforts and provide space for nonprofits to access resources, share ideas, and work together for the betterment of the community.
- More space is needed to keep up with the needs of the nonprofit groups
- Renovating the Cloud building will help accomplish these needs
- The Cloud building is 15,000 sq.ft.
- Will provide nonprofit meeting center, Community foundation office spaces
- Will play a vital role in enhancing the well-being and resilience of our community





Current Image of structure



CITY OF
ABILENE
TEXAS



Proposed new facade



CITY OF
ABILENE
TEXAS





City of Abilene TIRZ #2 program

- Incentive Program for Commercial Property Owners to Renovate/Rehabilitate Buildings
- Grant Awards (Reimbursement) Up to an allowable amount approved by the TIRZ Board and City Council
- Program Limited to TIRZ-Eligible Properties within the Central Business District (CBD)/ Expansion Potential to non-TIRZ Properties within CBD
- Renovation investment estimated at 4 million





- TIRZ Board Approved Resolution Supporting this project and Committing Funding on 06/25/2024 with conditions
- All fundraising shall be completed. Construction shall be completed within 24 months of the completion of fundraising
- Approval of a one time payment not to exceed \$100,000 upon completion of renovations.





Questions





**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into Economic Development Agreements with Thornton Custom Homes for 5541 N 10th St., 5549 N 10th St., and 5557 N 10th St. (Tim Littlejohn)

GENERAL INFORMATION

Economic Development Agreements with Thornton Custom Homes for 5541 N 10th St., 5549 N 10th St., and 5557 N 10th St.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$30,450 each plus possible abatements if needed

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 7-11-2024 Thornton RESOLUTION NO

2. Exhibit A
3. 5541 N 10th.-New construction Ch 380 agreement
4. 5549 N 10th.-New construction Ch 380 agreement
5. 5557 N 10th.-New construction Ch 380 agreement
6. 7-11-24City 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 5557 N 10TH ST, 5549 N 10TH ST, 5541 N 10TH St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 11th day of July, 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 5557 N 10th St, 5549 N 10th St, 5541 N 10th 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 11th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



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	

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

This Economic Development Agreement (“Agreement”) is effective as of the 11th day of July, 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 5541 N. 10th, 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.
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- 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.

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FOLLOWS.]

AGREED:

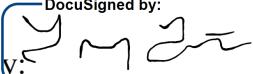
DEVELOPER

Thornton Custom Homes
thorntoncustomhomes@gmail.com

60 Pinehurst

Abilene, TX 79606

325-669-4227

DocuSigned by:
By: 
BECF42A653B847F...

Name: Trey Thornton

Its: Principle

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

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 11th day of July, 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 5549 N. 10th, 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.

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- 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.
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AGREED:

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Thornton Custom Homes
thorntoncustomhomes@gmail.com

60 Pinehurst

Abilene, TX 79606

325-669-4227

DocuSigned by:

By: BECE42A653B847E...

Name: Trey Thornton

Its: Principle

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AGREED:

DEVELOPER

Thornton Custom Homes
thorntoncustomhomes@gmail.com

60 Pinehurst

Abilene, TX 79606

325-669-4227

DocuSigned by:
By: 
BECF42A653B847F...

Name: Trey Thornton

Its: Principle

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

Economic Development Agreement





- Thornton Custom Homes is proposing to build a newly constructed affordable home located at 5541 N 10th St., 5549 N 10th St., and 5557 N 10th 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: 7/11/2024

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 Agreement with Habitat for Humanity for 442 Portland Ave. (Tim Littlejohn)**

GENERAL INFORMATION

Economic Development Agreement with Habitat for Humanity for 442 Portland Ave.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$30,450 plus any abatements that may be needed

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 442 Portland Resolution
2. Exhibit A

3. 442 Portland Ave.-New construction Ch 380 agreement
4. 442 Portland Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND HABITAT FOR
HUMANITY REGARDING 442 PORTLAND AVENUE**

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 11th day of July, 2024, by and between Habitat for Humanity, ("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 442 Portland Ave., 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 11th day of July, 2024.

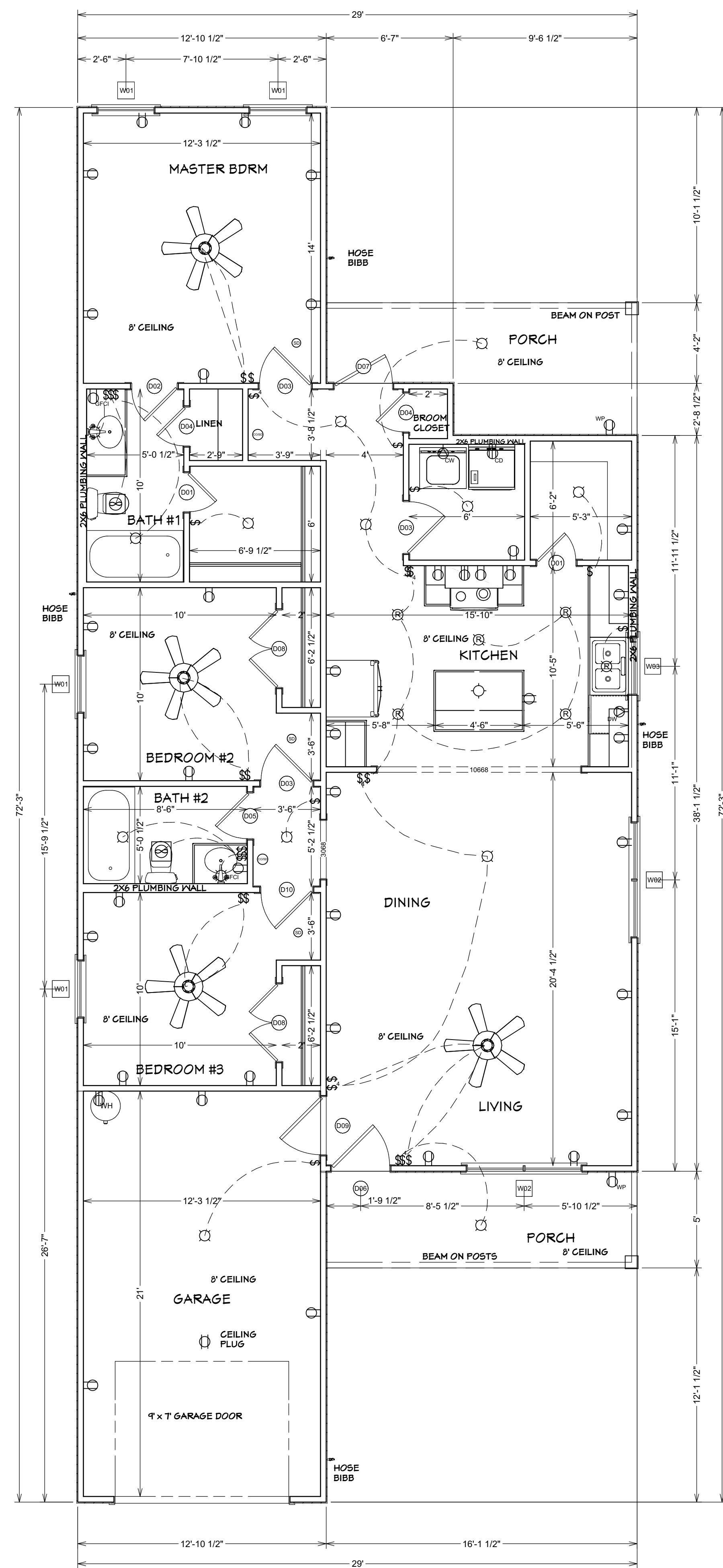
ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



DOOR SCHEDULE						
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY	
D01	2068 L IN	HINGED	1 3/8"		2	
D02	2468 L IN	HINGED	1 3/8"		1	
D03	2868 R IN	HINGED	1 3/8"		2	
D04	2068 R IN	HINGED	1 3/8"		2	
D05	2468 R IN	HINGED	1 3/8"		1	
D06	3688 L EX	HINGED	1 3/4"	FRONT ENTRY	1	
D07	3068 L EX	HINGED	1 3/4"	REAR ENTRY	1	
D08	4068 R EX	DOUBLE HINGED	1 3/4"		2	
D09	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1	
D10	2868 L IN	HINGED	1 3/8"		1	

WINDOW SCHEDULE				
LABEL	QTY	SIZE	TOP	COMMENTS
W01	4	3050	84"	
W02	2	6050	84"	
W03	1	3030	84"	

NOTES:

1. ALL 8' PLATES EXCEPT WHERE OTHERWISE NOTED.
2. HVAC IN ATTIC. VERIFY ACCESS LOCATION WITH OWNER.
3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
4. STUD WALLS DIMENSIONED AT 3-1/2".

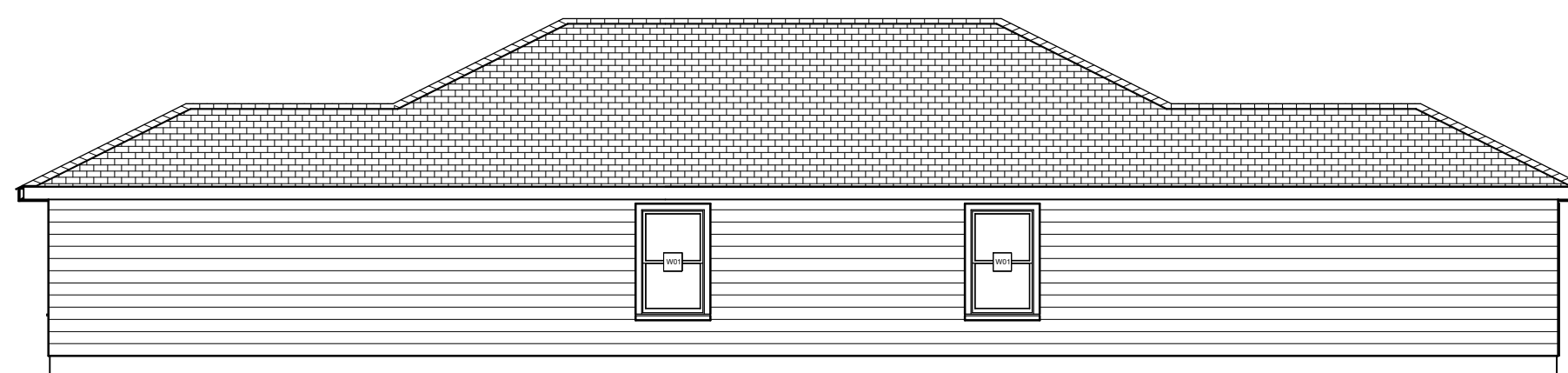
TOTAL SQUARE FOOTAGE: 1290
PORCHES: 174
GARAGE: 272
TOTAL SLAB SQ FT: 1736



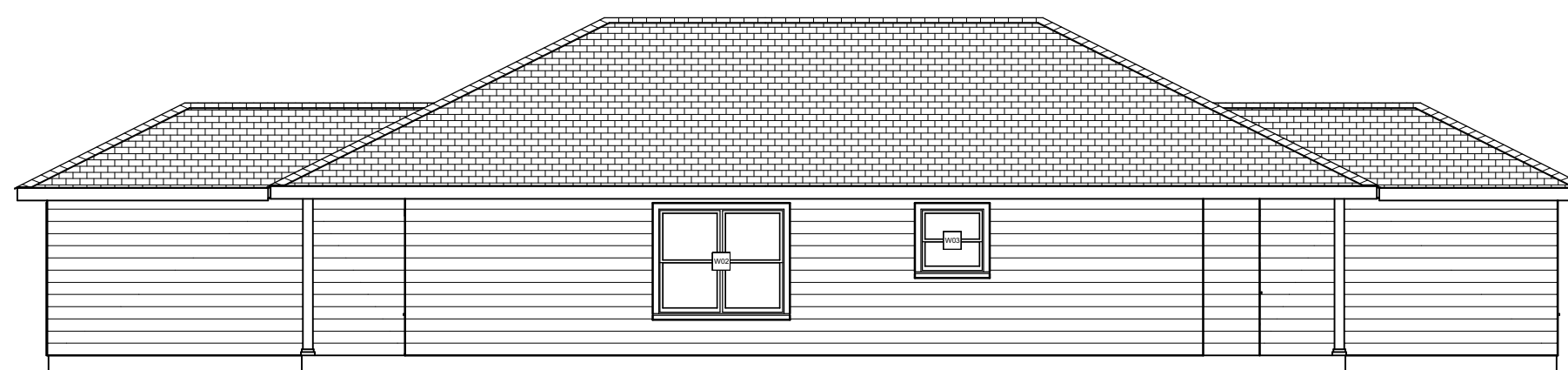
REAR ELEVATION



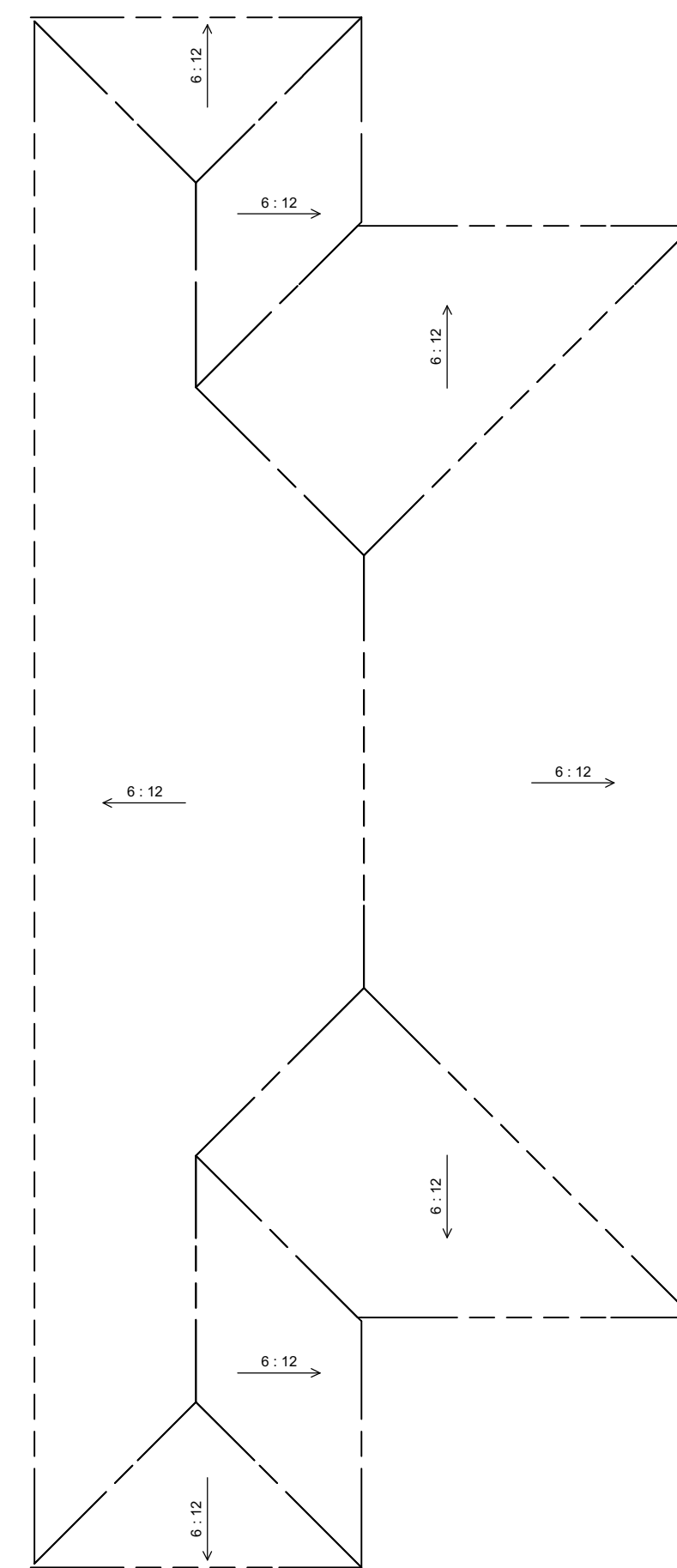
FRONT ELEVATION 1/8 in = 1 ft



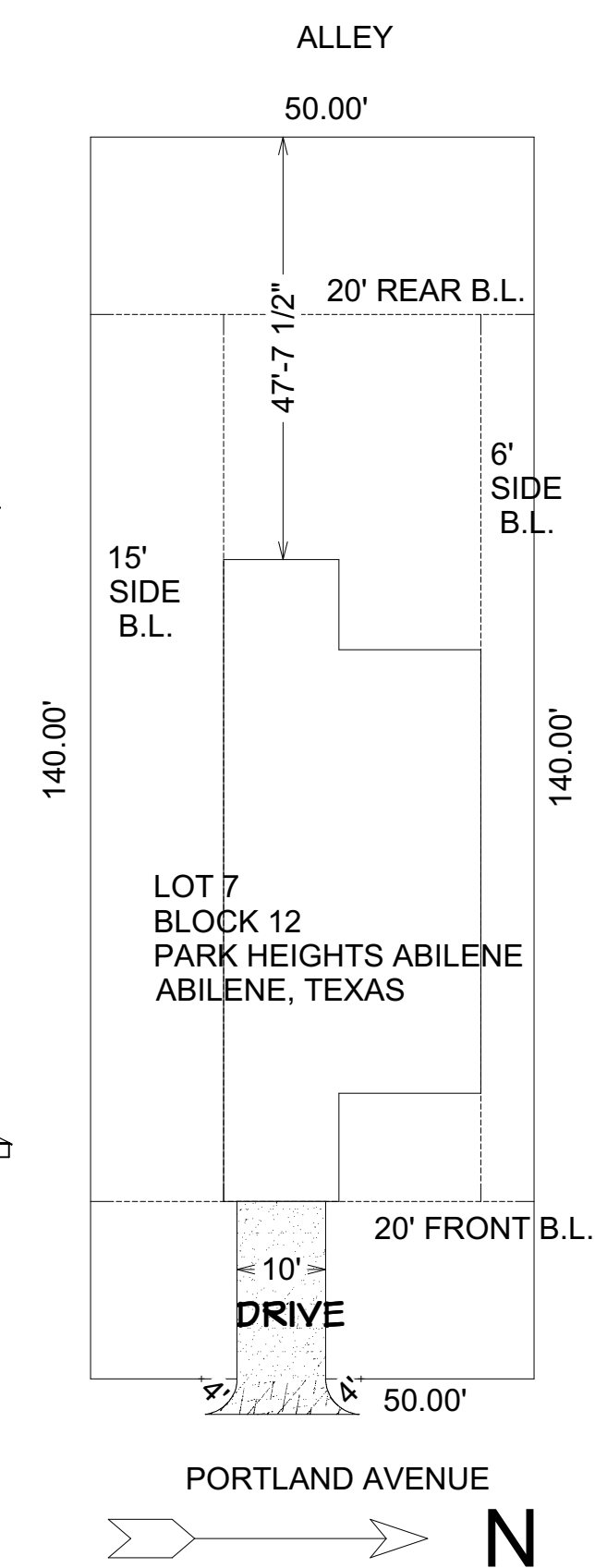
LEFT ELEVATION



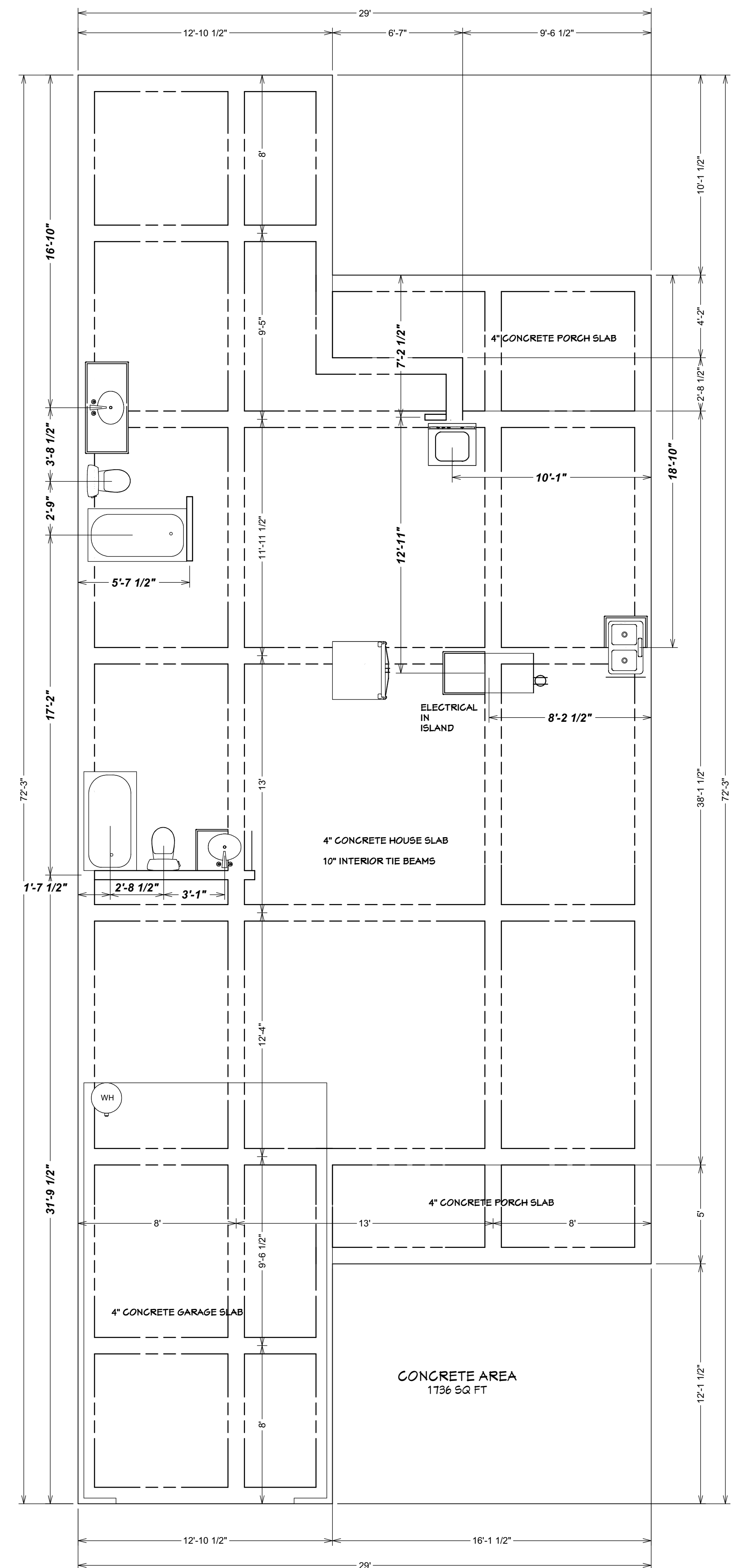
RIGHT ELEVATION



ROOF PLAN 1/8 in = 1 ft



plot 1 in = 20 ft



442 PORTLAND

HABITAT FOR HUMANITY

Date: JUNE 2024	Scale: 1/4" = 1'	1290 Sq. Ft.	gpr
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FLOOR, FOUNDATION, ROOF, PLOT, AND ELEVATIONS

Page #: 1 OF 1

Drawing #: HABITAT-24-1290

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Habitat for Humanity Abilene**

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RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 442 Portland Ave, in Abilene, Taylor County, Texas (the “Project Area”); and

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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

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- 2.02. **Developer** means Habitat for Humanity Abilene, 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.

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FOLLOWS.]

AGREED:

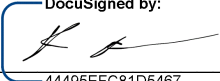
DEVELOPER

Habitat for Humanity Abilene
rosten@habitatabi.org

101 Fulwiler Rd

Abilene, TX 79603

325-670-0489

By: 
44495EFC81D5467...

Name: Rosten Callarman

Its: Executive Director

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

Economic Development Agreement





- Habitat for Humanity is proposing to build a newly constructed affordable home located at 442 Portland Ave.
- Home is approximately 1290 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: 7/11/2024

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 Project Budgeted with HOME Program Funds for 3117 Grand Avenue (*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 3117 Grand Avenue. 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 \$123,111 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 3117 Grand Avenue with Rick's Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 3117 Grand Ave 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 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 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 27, 2024 for the Single-Family Rehabilitation Project located at 3117 Grand Avenue with the lowest bid being received from Rick's Construction in the amount of \$123,111.

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 Program project at 3117 Grand Avenue funded by the HOME Program in the amount of \$123,111 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 July 11th, day of 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

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

DEPARTMENT: NEIGHBORHOOD SERVICES
BID NO.: CB-2457
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JUNE 27, 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				123,111.00		135,900.00								
BASE BID					123,111.00		135,900.00								
DISCOUNT															
TOTAL BID					123,111.00		135,900.00								

*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, SHARI CROSS (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 3117 GRAND AVE. ABILENE, TX 79605-6834 "Property").

I. Purpose

The HOMEOWNER desires to make certain home improvements or home repairs of a real property located at 3117 GRAND AVE., 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 \$123,111.00 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 July 12, 2024 and ending July 12, 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 \$123,111.00 does not exceed the Existing HOME Value Limits for the Abilene metropolitan area of \$209,000.00.

Estimated Start Date: August 10, 2024

Estimated Completion Date: December 11, 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 3117 GRAND AVE., ABILENE TEXAS TAYLOR, COUNTY, TEXAS 79605-6834; 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.

Rm

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:

	<u>Type</u>	<u>Amount</u>
__ 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 ONE HUNDRED TWENTY THREE THOUSAND ONE HUNDRED ELEVEN DOLLARS AND NO/100 (\$123,111.00).

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>08/10/2024</u>	<u>\$61,555.50</u>
3.	40%	<u>09/10/2024</u>	<u>\$49,244.40</u>
4.	10%	<u>11/11/2024</u>	<u>\$12,311.10</u>
		<u>12/11/2024</u>	<u>\$123,111.00</u>
		TOTAL	

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 12th DAY OF JULY, 2024.

SHARI CROSS
Homeowner

O
Homeowner

This instrument was acknowledged before me on 12th DAY OF JULY, 2024 by SHARI CROSS.

Notary Public, State of Texas

Executed this 28TH DAY OF JUNE, 2024

Rick Martinez

RICK MARTINEZ

75-2633686

Federal Tax ID #

OWNER

Title

This instrument was acknowledged before me on 28TH DAY OF JUNE, 2024 by RICK MARTINEZ.

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

SHARI CROSS

Case # GL2024051301

3117 GRAND AVE.

Home Owners

Address

Release of Lien Date	Yearly Reduction	Amount of Loan Reduction per Year	Anniversary Month/Year
July 12, 2039	\$8,207.40	\$123,111.00	07/12/24
	\$8,207.40	\$114,903.60	07/12/25
	\$8,207.40	\$106,696.20	07/12/26
	\$8,207.40	\$98,488.80	07/12/27
	\$8,207.40	\$90,281.40	07/11/28
	\$8,207.40	\$82,074.00	07/12/29
	\$8,207.40	\$73,866.60	07/12/30
	\$8,207.40	\$65,659.20	07/12/31
	\$8,207.40	\$57,451.80	07/12/32
	\$8,207.40	\$49,244.40	07/12/33
	\$8,207.40	\$41,037.00	07/12/34
	\$8,207.40	\$32,829.60	07/12/35
	\$8,207.40	\$24,622.20	07/12/36
	\$8,207.40	\$16,414.80	07/12/37
	\$8,207.40	\$8,207.40	07/12/38
	\$8,207.40	\$0.00	07/12/39

SHARI CROSS

7/12/24

Date

7/12/24

Date

NEIGHBORHOOD SERVICES

SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROJECT

3117 Grand Avenue

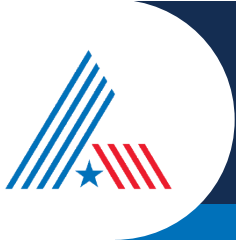




Agenda Item: Rehabilitation Project #CB-2339

- 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 June 9, 2024 & June 16, 2024. Bids were opened June 27, 2024.
- Two bids were received.
- Staff recommends award of contract to Rick's Construction, in the amount of \$123,111.





Agenda Item: Rehabilitation Project #CB-2339

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) Z-2024-11: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Jacob & Martin, To Create A New Planned Development District (PD-186). The Proposed Planned Development District Will Allow The Following Base Zoning Classifications; Tract 1 General Retail (GR), Tract 2 Medium Density (MD) With Modified Building Setbacks. *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to create a Planned Development District, PDD-186 to allow business and residential uses on two tracts. Tract 1 would have a base zoning of General Retail (GR). Tract 2 would have a base zoning of Medium Density (MD). Tract 2 would include modified MD development standards to allow a 30' minimum lot width, 15' front and 5' side setbacks, and 3,000 square foot lot area minimums.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of the new PDD with revisions to remove A1 a and b from Exhibit B of the Ordinance by a vote of 5-0.

ATTACHMENTS:

1. Z-2024-11 Ordinance
2. Staff Report
3. 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 11th day of July, 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 14th day of June, 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 25th 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 25th day of July, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from General Retail (GR), Neighborhood Retail (NR) and Medium Density (MD) District to a Planned Development District (PDD-186):

Location: 7400 Block of Buffalo Gap Road.

BEING a **12.578 acre** zoning tract out of the M. Talbot Survey No. 102, Abstract 318, the M. Talbot Survey No. 103, Abstract 319, and the G.E. Harlan Survey, Abstract No. 1259, all in Taylor County, Texas and being out of a called 5.23 acre tract more particularly described in that certain document to Antilley West, LLC, recorded in Instrument Number 2024-01207, and being out of a called 5.0 acre tract more particularly described in that certain document to Antilley West, LLC, recorded in Instrument Number 2024-01206, and being out of a called 49.031 acre tract more particularly described in that certain document to Robert Martinez and Rebecca Martinez, recorded in Instrument Number 2015-10669, all in the Official public Records of Taylor County, Texas. Said 12.578 acre tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northwest corner of this described tract and being in the southeast right-of-way line F.M. 89, also known as Buffalo Gap Road, also being the Southwest corner of Lot 1, Block A, Kingdom Park Subdivision, as recorded in Cabinet 4, Slide 79, Plat Records of Taylor County, Texas;

THENCE S 64°55'02" E along a northeast line of this described tract and a southwest line of said Lot 1, a distance of 403.79 feet to a northeast corner of this tract and an interior corner of said Lot 1;

THENCE S 00°58'11" W along an east line of this described tract and a west line of said Lot 1, a distance of 119.11 feet to an interior corner of this tract and a southwest corner of said Lot 1;

THENCE S 89°03'45" E along a north line of this described tract and a south line of said Lot 1, a distance of 60.03 feet to an interior corner of this tract and a southeast corner of said Lot 1;

THENCE N 00°57'33" E along a west line of this described tract and an east line of said Lot 1, a distance of 119.13 feet to a northwest corner of this tract and an interior corner of said Lot 1;

THENCE S 89°03'16" E along a north line of this described tract and a south line of said Lot 1, at a distance of 704.82 feet pass a southeast corner of said Lot 1 and being the west line of said Martinez tract, continuing on in and across said Martinez tract, for a total distance of 791.07 feet to the most northerly northeast corner of this tract;

THENCE S 00°37'35" W, in and across said Martinez tract, a distance of 120.00 feet to an interior corner of this tract;

THENCE S 89°03'16" E, in and across said Martinez tract, a distance of 404.54 feet to the most easterly northeast corner of this tract;

THENCE S 00°56'10" W, in and across said Martinez tract, a distance of 189.03 feet to the most easterly Southeast corner of this tract and being in a north line of Mesquite Forest Estates, Section 5, as recorded on Cabinet 1, Slide 312, Plat Records of Taylor County, Texas;

ORDINANCE NO. _____

THENCE N 89°01'15" W, with the south line of this described tract, a north line of said Mesquite Forest Estates, Section 5, the north line of Mesquite Forest Estates, Section 4 as recorded in Cabinet 1, Slide 222, a north line of Mesquite Forest Estates, Section 3 as recorded in Cabinet 1, Slide 103, in the Plat Records of Taylor County, Texas, a distance of 489.89 feet to an exterior corner of this tract in a north line of said Mesquite Forest Estates, Section 3;

THENCE N 88°59'01" W, with the south line of this described tract, a north line of said Mesquite Forest Estates, Section 3, a north line of Mesquite Forest Estates Continuation 2, as recorded in Cabinet 1, Slide 327, and the north line of Mesquite Forest Estates, Replat of Lots 1, 2 & 3, Block A, Continuation 2, as recorded in Cabinet 3, Slide 212, all in the Plat Records of Taylor County, Texas, a distance of 707.32 feet to an exterior corner of this tract in a north line of said replat of continuation 2;

THENCE N 89°12'25" W, with a north line of said Mesquite Forest Estates, Continuation 2 and the north line of the said replat of Mesquite Forest Estates, Continuation 2, a distance of 302.32 feet to an interior corner of this tract and a northwest corner of said Mesquite Forest Estates, Continuation 2;

THENCE S 00°36'42" W, with the east line of this described tract and a west line of said Mesquite Forest Estates, Continuation 2, a distance of 62.20 feet to the most southern southeast corner of this tract and a northeast corner of a called 2.02 acre tract of land as described in that certain document to CPC Investments, LLC, recorded in Instrument Number 2023-05453, Official Public Records of Taylor County, Texas;

THENCE N 88°55'00" W, with the most southerly south line of this tract and a north line of said CPC Investments tract, a distance of 365.18 feet to the most westerly southwest corner of this tract and a northwest corner of said CPC Investments tract, and being in the southeast right-of-way line of said F.M. 89, and being a point in a curve to the right;

THENCE along said curve to the right, with the northwest line of this tract and the southeast right-of-way line of said F.M. 89, having an arc length of 44.12 feet, a radius of 11399.16 feet, a delta angle of 0°13'18", a tangent of 22.06 feet, a chord bearing of N 24°55'03" E and a chord length of 44.12 feet to an exterior corner of this tract;

THENCE N 25°04'26" E, with the northwest line of this tract and the southeast right-of-way line of said F.M. 89, a distance of 542.14 feet to the **POINT OF BEGINNING** and containing **12.578 acres** of land, more or less.

EXHIBIT B

Purpose. The purpose of the Planned Development (PDD) District is to allow development of retail and commercial type development along the Buffalo Gap Road frontage (Tract 1) and a mixture of single family attached, single family detached, and traditional two-family duplexes in the rear (Tract 2), illustrated in the concept plan shown in Exhibit “C”.

Base Zoning.

- A. Tract 1 - General Retail (GR) district.
- B. Tract 2 – Medium Density (MD) district.

Development Standards. The development of land and buildings in this Planned Development (PDD) District shall be subject to the following development standards:

- A. Tract 1 – All development standards set out in the General Retail (GR) district.
- B. Tract 2 – All development standards of the Medium Density (MD) district, except as modified below:
 - 1. Lot Size:
 - a. Minimum lot area of 3,000 square feet.
 - b. Minimum lot width shall be 30 feet.
 - 2. Setbacks:
 - a. Minimum Front Setback: 15 feet
 - b. Minimum Side Setback: 5 feet
 - 3. Signs:
 - a. A monument sign limited to a height of six feet (6') and an area of 75 square feet is permitted along Buffalo Gap Road on Tract 1.
 - b. Wayfinding signs that identify and direct visitors to each unique residential community in Tract 2 are permitted on Tract 1 and Tract 2.
 - 4. Buffer Yard:
 - a. A Type A buffer yard shall be required between Tract 2 and adjacent properties to the east and south zoned as Residential Single-Family-6 (RS-6) district.
 - b. The required buffer yard shall have a uniform design along the entire length of the buffer yard in terms of fencing/wall height and materials.

C. Concept Plan Requirements:

- 1. The subject property shall be platted in general accordance with Concept Plan shown in Exhibit C.

ZONING CASE Z-2024-11

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: July 2, 2024
City Council 1st Reading: July 11, 2024
City Council 2nd Reading: July 25, 2024

Applicant

Owner: Antilley West, LLC
Agent: Jacob & Martin

Case Manager

Kiley Hannah – Planner

Request

Create a Planned Development District, PDD-186 to allow business and residential uses on two tracts. Tract 1 would have a base zoning of General Retail (GR). Tract 2 would have a base zoning of Medium Density (MD). Tract 2 would include modified MD development standards to allow a 30' minimum lot width, 15' front and 5' side setbacks, and 3,000 square foot lot area minimums.

Location

7400 Block of Buffalo Gap Road, 2.26 acres of Tract 318 of the M Talbot Survey 102 and 2.268 acres part of Tract 318 of M Talbot Survey 102, Abilene, Taylor County, Texas.

Background

In January 2017 the subject property was rezoned to General Retail (GR), Neighborhood Retail (NR), and Medium Density (MD). Prior to that action, the subject property was included in PD 37, which was created in 1986 to allow Multi-Family (MF).

Existing Uses/Zoning

Properties to the east tract are zoned Medium Density (MD). Properties to the west tract are zoned General Retail (GR) and Neighborhood Retail (NR).

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 purpose of PDD-186 is consistent with the Comprehensive Plan, the Future Land Use Map, and the zoning of all surrounding properties. The proposed base zoning of each tract is also consistent with the 1986 and 2017 zoning actions described above to allow retail and residential uses.

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

The proposed base zoning of General Retail (GR) and Medium Density (MD) of the PDD is compatible with the surrounding uses and zoning. The proposed development standards for the MD portion of the PDD are appropriate for the proposed residential use and should not adversely affect any surrounding properties.

- (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 will need to be platted. Through that process, streets and utilities will be provided.

- (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 proposed Rezoning Ordinance.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

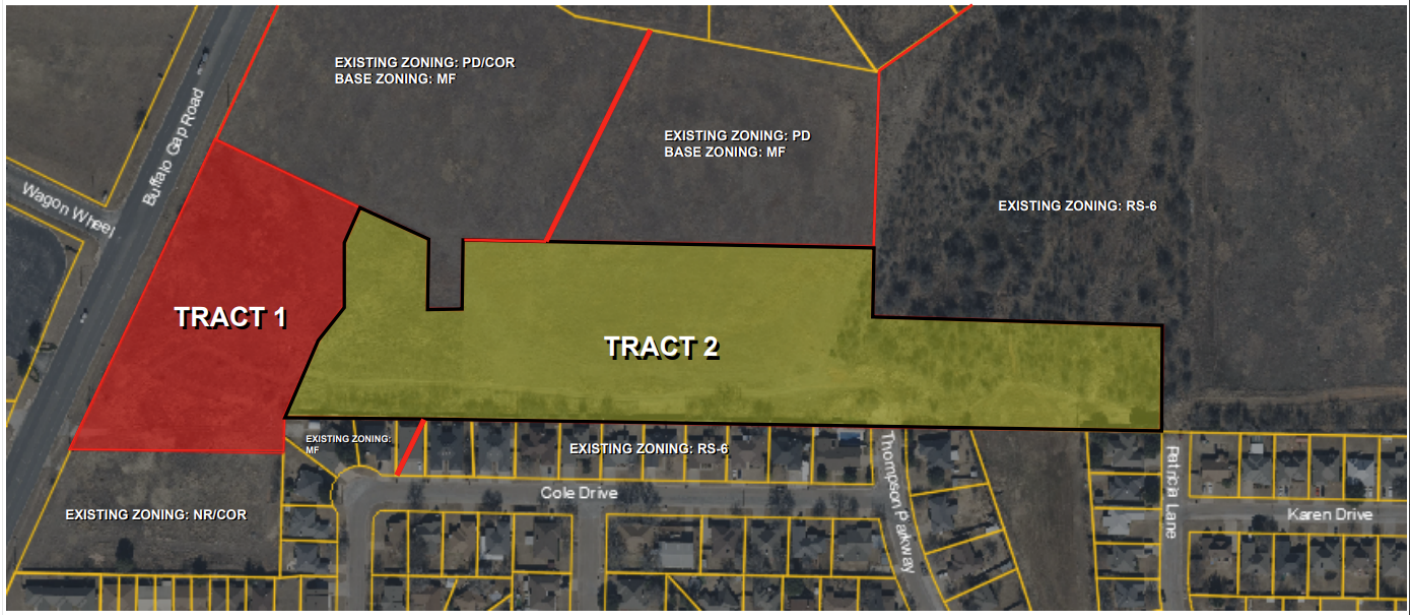
OWNER	PROP_ID	SITUS	RESPONSE
HOWARD RONALD	30654	4542 COLE DR	
ANTILLEY WEST LLC	41974	7500 THOMPSON PW	
SIITERI JORDAN	30380	4526 COLE DR	
SIITERI JORDAN	30380	4528 COLE DR	
LAIL JAMES F	65229	7517 THOMPSON PW	
WYLIE UNITED METHODIST CHURCH	986701		
ANTILLEY WEST LLC	1011610	7455 BUFFALO GAP RD	
HARRIS JUDY L	29970	4506 COLE DR	
HARRIS JUDY L	29970	4508 COLE DR	
S&P WOOSTER LLC	57327	4409 COLE DR	
LIVINGSTON JOEL D & BOBBI J	27460	7510 PATRICIA LN	
LANIER PROPERTIES LLC	12980	4141 KAREN DR	
FINE-LINE CONTRACTING LLC	65104	7509 THOMPSON PW	
MARTINEZ ROBERT & REBECCA	1003717	4137 FORREST HILL RD	
UPSHAW JUSTIN & ANTOINETTE HAZLEWOOD	27326	7502 PATRICIA LN	
CPC INVESTMENTS LLC	76366	7449 BUFFALO GAP	

		RD	
TAYLOR WILLIAM F	55982	4442 COLE DR	
PATTON RUSSELL BO	56384	4418 COLE DR	
EDWARDS JANET L	11132	4142 KAREN DR	
ANTILLEY WEST LLC	73149		
CHOLEWINSKI KRISTIE	30527	4534 COLE DR	
ANTILLEY WEST LLC	1017331		
MASSEY JEFFREY CHARLES	27587	7518 PATRICIA LN	
LIVELY ANDREW W & STERLING M	11248	4134 KAREN DR	
BROWN KARLA	56115	4434 COLE DR	
MC DONALD MIKE & SHARON	73009	7404 X BUFFALO GAP RD	
CHAMPIONS CHURCH	54005	7474 BUFFALO GAP RD	
RENFRO JEFFREY BRYANT & MARY JEAN	56644	4449 COLE DR	
SBF 1 PROPERTIES LLC	57182	4417 COLE DR	
SMITH CAROLYN RENIA	32452	4509 COLE DR	
RICHARDSON SHANNON	32314	4501 COLE DR	
SBF2019-1 PROPERTIES LLC	55598	4466 COLE DR	
HARRIS JUDY L	30089	4510 COLE DR	
HARRIS JUDY L	30089	4518 COLE DR	
CLEARVIEW FAMILY LIMITED PART	32748	4525 COLE DR	
GALLAGHER ANNA	57052	4425 COLE DR	
BERRY KENNY RAY &	64985	7501 THOMPSON PW	
CAPGROW HOLDINGS JV SUB I LLC	55714	4458 COLE DR	
LAMB STEVEN H & HAZEL D	55479	7518 JOHN CARROLL DR	
LANGDON GLEN & TAMMY	91917	7502 BUFFALO GAP RD	
LAZANSKY JESSE D	56246	4426 COLE DR	
MK POWELL PROPERTIES LLC	30788	4550 COLE DR	
ZEIGER NATHANIEL G	31046	4566 COLE DR	
TURNER LARRY W & BETTY J	30914	4558 COLE DR	
WILSON COLLIN & BUSTAMANTE REAGAN	32577	4517 COLE DR	
SPRADLIN SHANE & KAYLEIGH A	55853	4450 COLE DR	
GRIFFIN JAMES B &	56507	4402 COLE DR	
RUKENGEZA FISTON	56920	4433 COLE DR	

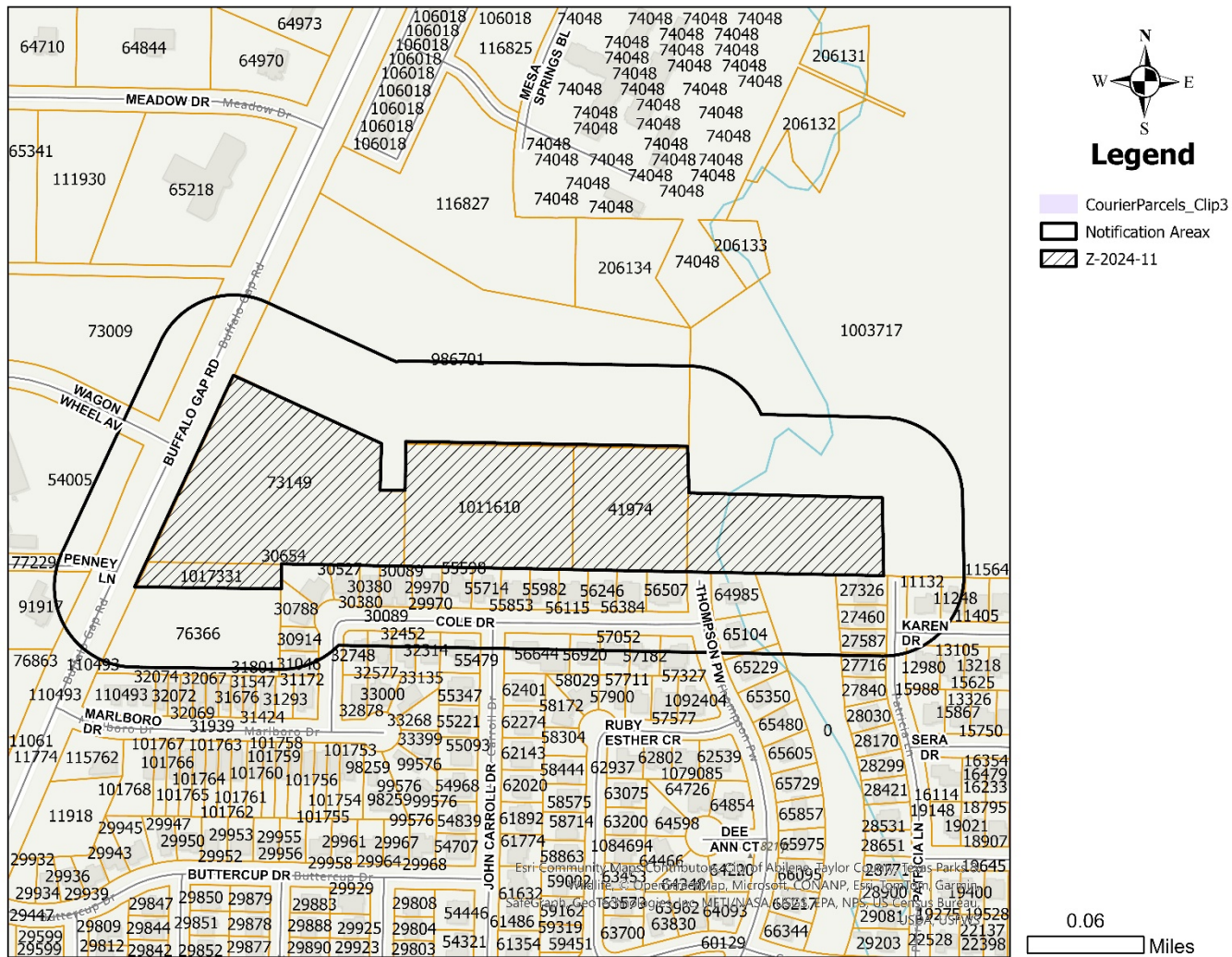
OWNER	PROP_ID	SITUS	RESPONSE
	0		
EDWARDS JANET L	11132	4142 KAREN DR	
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MASSEY JEFFREY CHARLES	27587	7518 PATRICIA LN	
HARRIS JUDY L	29970	4506 COLE DR	
HARRIS JUDY L	29970	4508 COLE DR	
HARRIS JUDY L	30089	4510 COLE DR	

HARRIS JUDY L	30089	4518 COLE DR	
SIITERI JORDAN	30380	4526 COLE DR	
SIITERI JORDAN	30380	4528 COLE DR	
CHOLEWINSKI KRISTIE	30527	4534 COLE DR	
HOWARD RONALD	30654	4542 COLE DR	
MK POWELL PROPERTIES LLC	30788	4550 COLE DR	
TURNER LARRY W & BETTY J	30914	4558 COLE DR	
ZEIGER NATHANIEL G	31046	4566 COLE DR	
RICHARDSON SHANNON	32314	4501 COLE DR	
SMITH CAROLYN RENIA	32452	4509 COLE DR	
WILSON COLLIN & BUSTAMANTE REAGAN	32577	4517 COLE DR	
CLEARVIEW FAMILY LIMITED PART	32748	4525 COLE DR	
ANTILLEY WEST LLC	41974	7500 THOMPSON PW	
CHAMPIONS CHURCH	54005	7474 BUFFALO GAP RD	
LAMB STEVEN H & HAZEL D	55479	7518 JOHN CARROLL DR	
SBF2019-1 PROPERTIES LLC	55598	4466 COLE DR	
CAPGROW HOLDINGS JV SUB I LLC	55714	4458 COLE DR	
SPRADLIN SHANE & KAYLEIGH A	55853	4450 COLE DR	
TAYLOR WILLIAM F	55982	4442 COLE DR	
BROWN KARLA	56115	4434 COLE DR	
LAZANSKY JESSE D	56246	4426 COLE DR	
PATTON RUSSELL BO	56384	4418 COLE DR	
GRIFFIN JAMES B &	56507	4402 COLE DR	
RENFRO JEFFREY BRYANT & MARY JEAN	56644	4449 COLE DR	
RUKENGEZA FISTON	56920	4433 COLE DR	
GALLAGHER ANNA	57052	4425 COLE DR	
SBF 1 PROPERTIES LLC	57182	4417 COLE DR	
S&P WOOSTER LLC	57327	4409 COLE DR	
BERRY KENNY RAY &	64985	7501 THOMPSON PW	
FINE-LINE CONTRACTING LLC	65104	7509 THOMPSON PW	
LAIL JAMES F	65229	7517 THOMPSON PW	
MC DONALD MIKE & SHARON	73009	7404 X BUFFALO GAP RD	
ANTILLEY WEST LLC	73149		
CPC INVESTMENTS LLC	76366	7449 BUFFALO GAP RD	
ROAD	77229		
LANGDON GLEN & TAMMY	91917	7502 BUFFALO GAP RD	
WYLIE UNITED METHODIST CHURCH	986701		
MARTINEZ ROBERT & REBECCA	1003717	4137 FORREST HILL RD	
ANTILLEY WEST LLC	1011610	7455 BUFFALO GAP RD	
ANTILLEY WEST LLC	1017331		

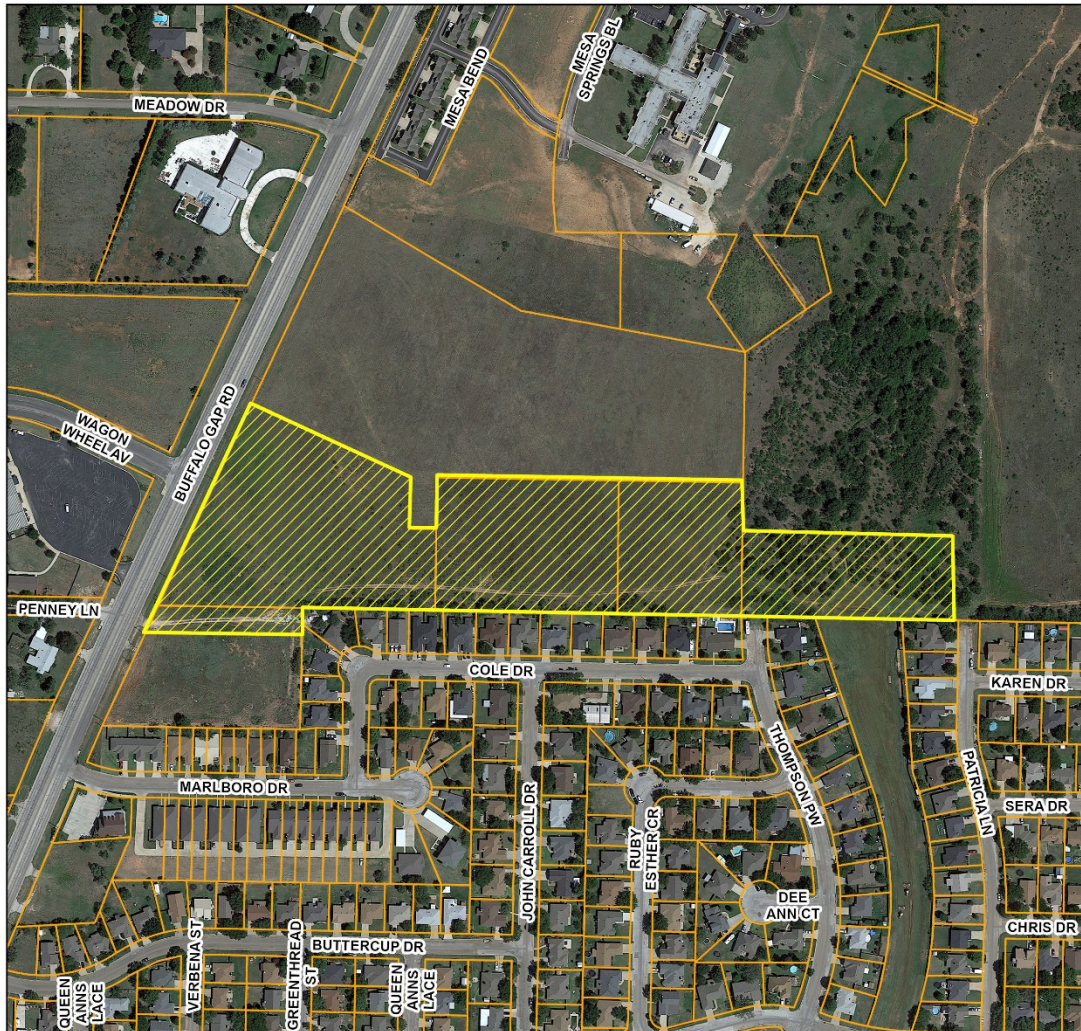
PROPOSED ZONING CONCEPT PLAN



NOTIFICATION MAP



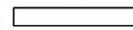
LOCATION MAP



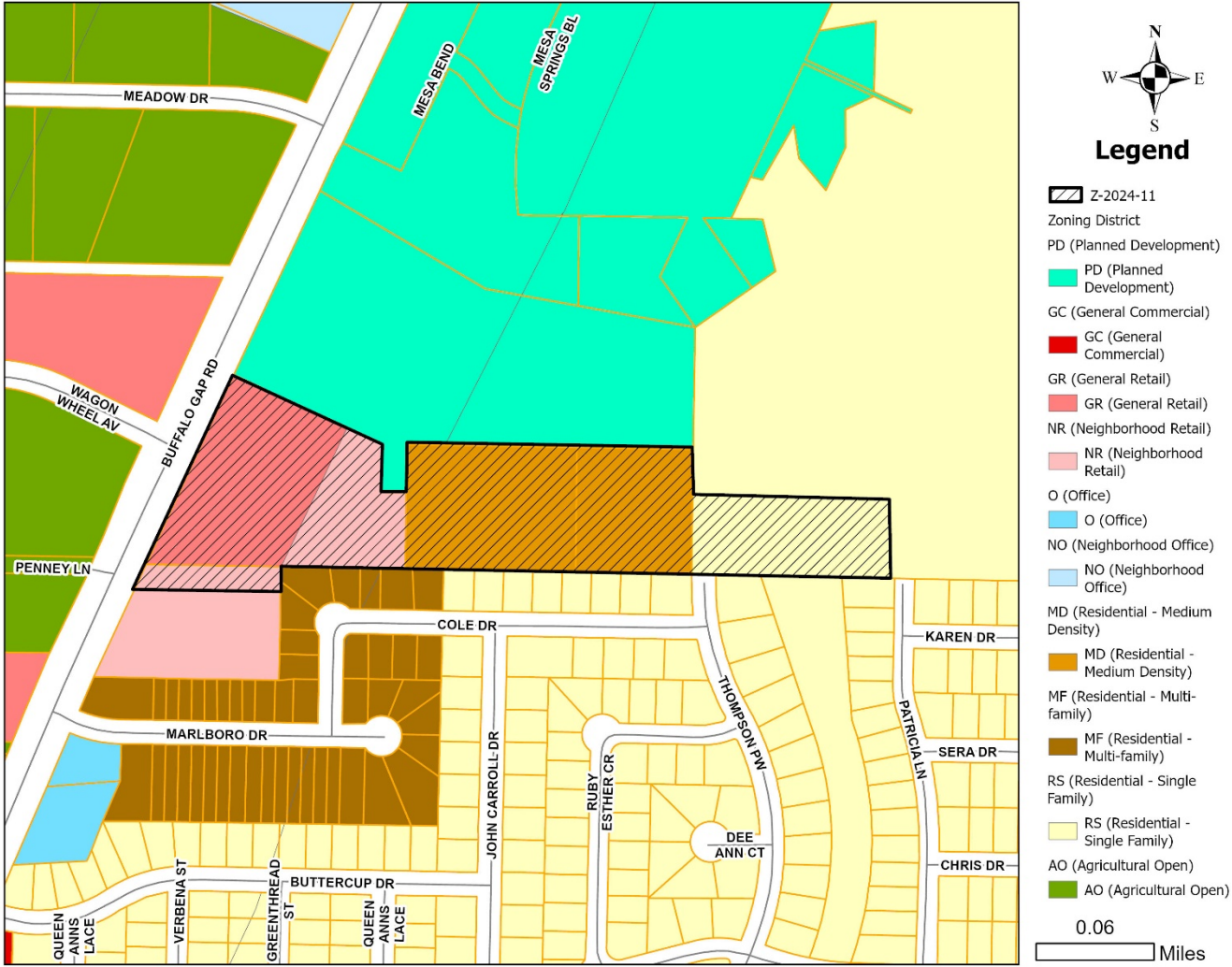
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 Z-2024-11

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 Miles

ZONING MAP





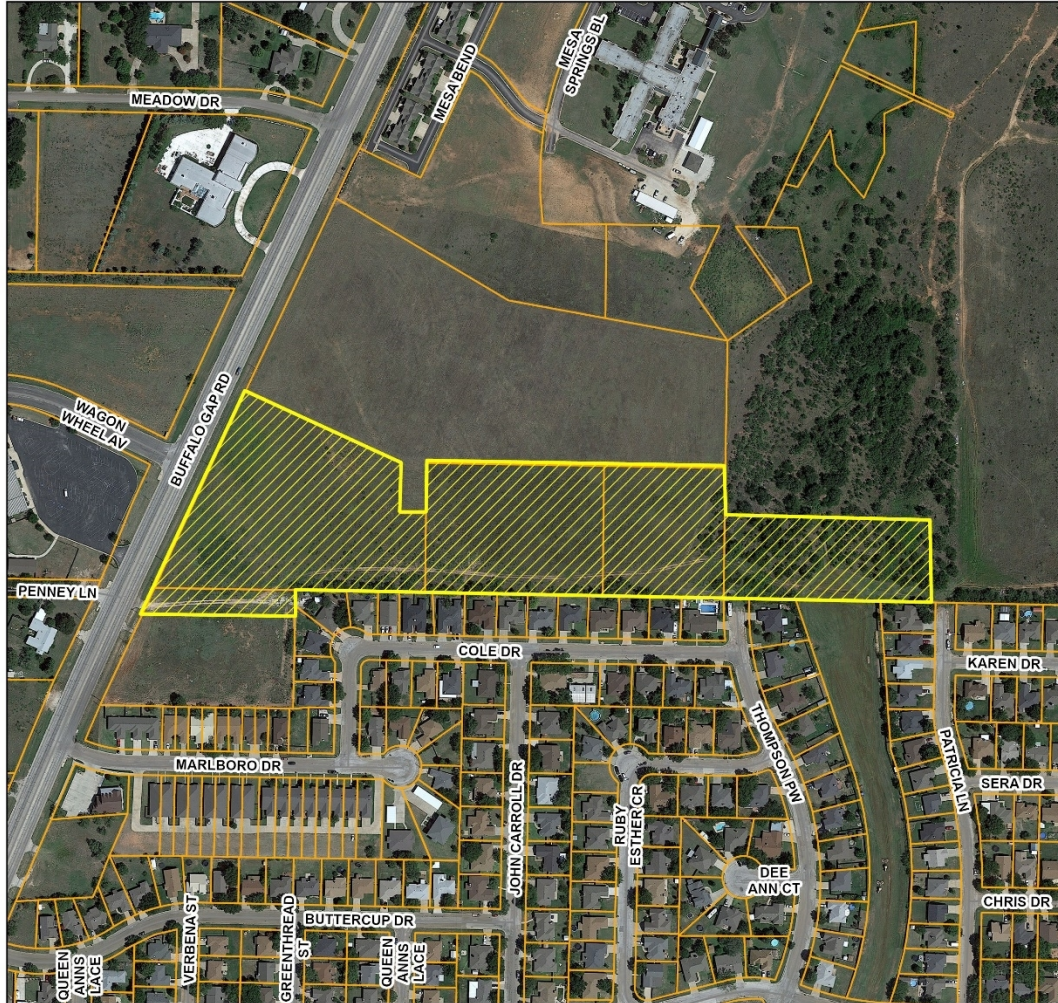
PLANNED DEVELOPMENT

Case:	Z-2024-11
Owner:	Antilley West, LLC
Agent:	Jacob & Martin
Request:	Create a Planned Development District PDD-186 to allow retail and commercial development, allowing Tract 1 General Retail (GR) and Tract 2 Medium Density (MD)
Location:	7400 Block of Buffalo Gap Road
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	July 2, 2024
Council Hearing:	July 11, 2024 July 25, 2024





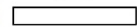
AERIAL LOCATION MAP

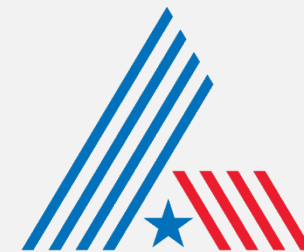


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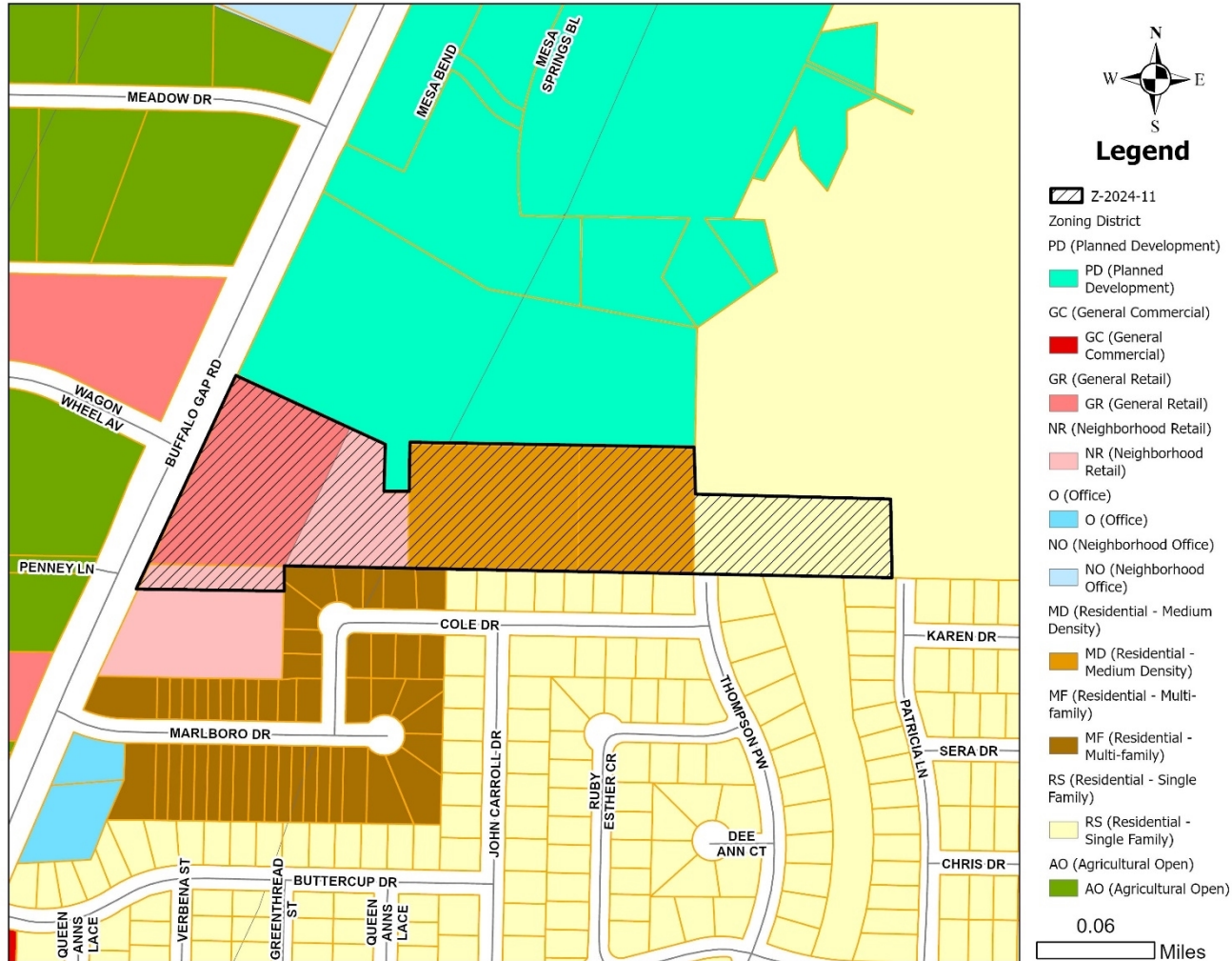
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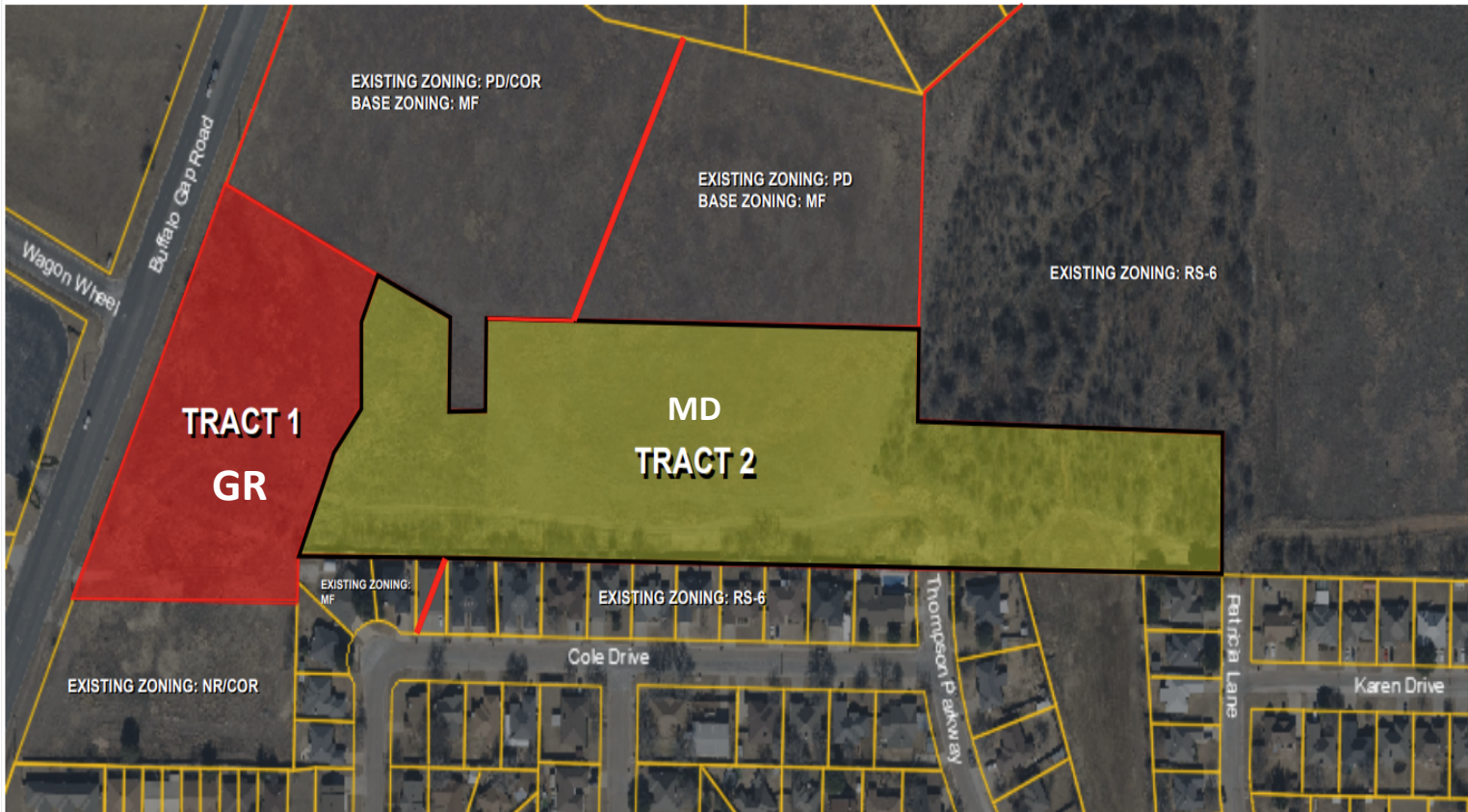


ZONING MAP





PROPOSED TRACTS



*Tract 1 – General Retail

*Tract 2 – Medium Density



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USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

P Bed & Breakfast
P Dwelling – Industrialized Housing Unit
P Dwelling – Institutional
C Dwelling – Multiple-Family
P Dwelling – Single Family Detached
P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P/C Day Care Operation – Home Based
P Drive-Thru Facility
TP Field Office or Construction Office (temporary)
C Freight Container
P Fuel Sales
P Garage Sales
P Home Occupation
TP Itinerant Business
P Manufacturing (incidental)
TP Mobile Home (temporary security residence)
P Recreation Building, Multipurpose
P Recreation Equipment, Mobile (storage and parking)
P Recycling Collection Point
P Subdivision Sales Office (temporary)
P Swimming Pools, Private (accessory to residential use)
P Tennis Courts, Private (accessory to residential use)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P Civic, Social, and Fraternal Organization
P Cultural Facilities
C Recreation – Outdoors (active)
P Recreation – Outdoors (passive)
P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

C Ambulance Service
P Fire/Police Station
P Medical/Dental Laboratory
P Post Office
C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
P Church or Place of Worship
P Day-Care Operation - Center-Based
P Educational and Scientific Research
P School: Public/Private
C Trade/Business School
P University/College

SERVICE

P/C Automobile Wash
C Funeral Home/ Mortuary/Morgue
P Kennel (Without Outdoor Pens)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Personal Services
C Printing, Copying, Reproduction, Publishing
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
C Tattoo Parlor
P Veterinary Service (small animals)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C Antenna Tower- Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Public Utility Facility

TRADE – RETAIL USES

P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
P Restaurant, Brew Pub
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (indoor)
C Retail Sales/Rental (outdoors, non-vehicle)

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
P Urban Garden





USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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



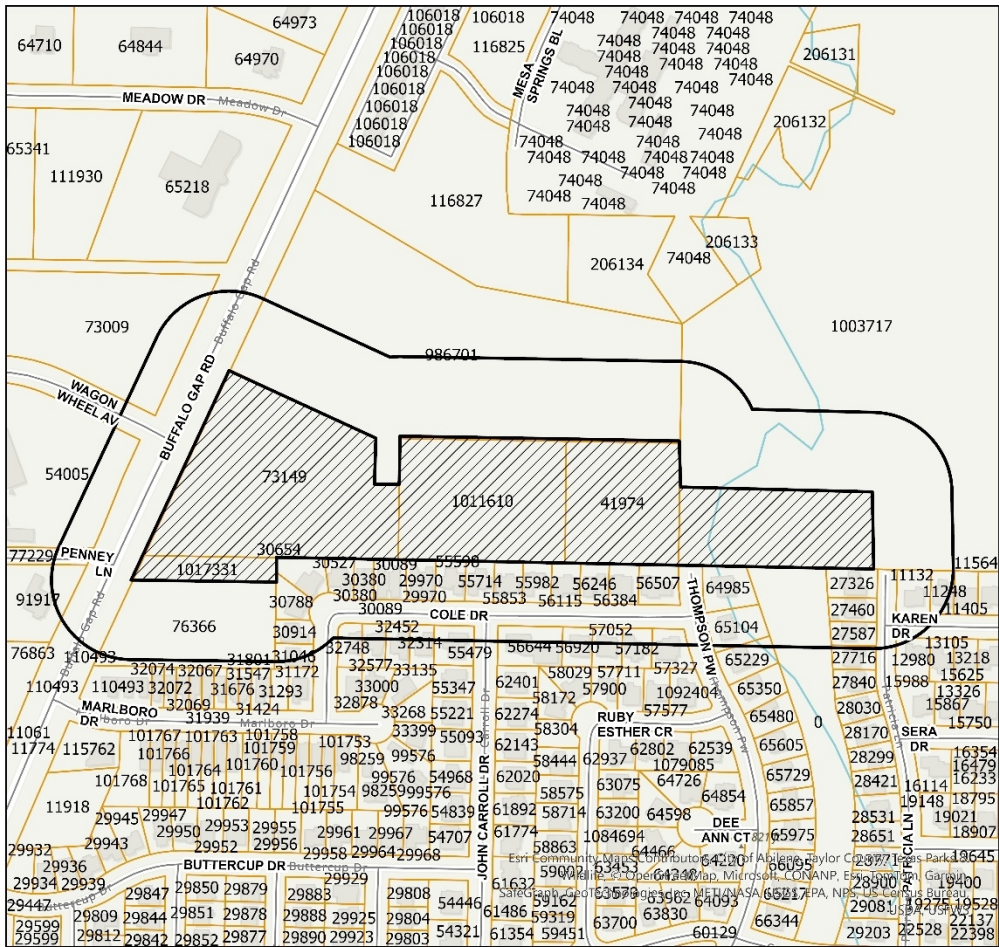


VIEWS OF SUBJECT PROPERTY





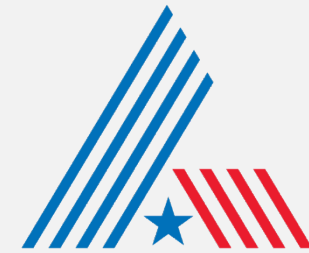
NOTIFICATION AREA MAP



- CourierParcels_Clip3
- Notification Area
- Z-2024-11

- 0- In Favor-
- 0- Opposed-

0.06 Miles



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FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval** subject to the standards set forth in Exhibit B





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (Final Reading) Z-2024-12:** Receive a Report, Hold a Discussion and Public Hearing, 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.

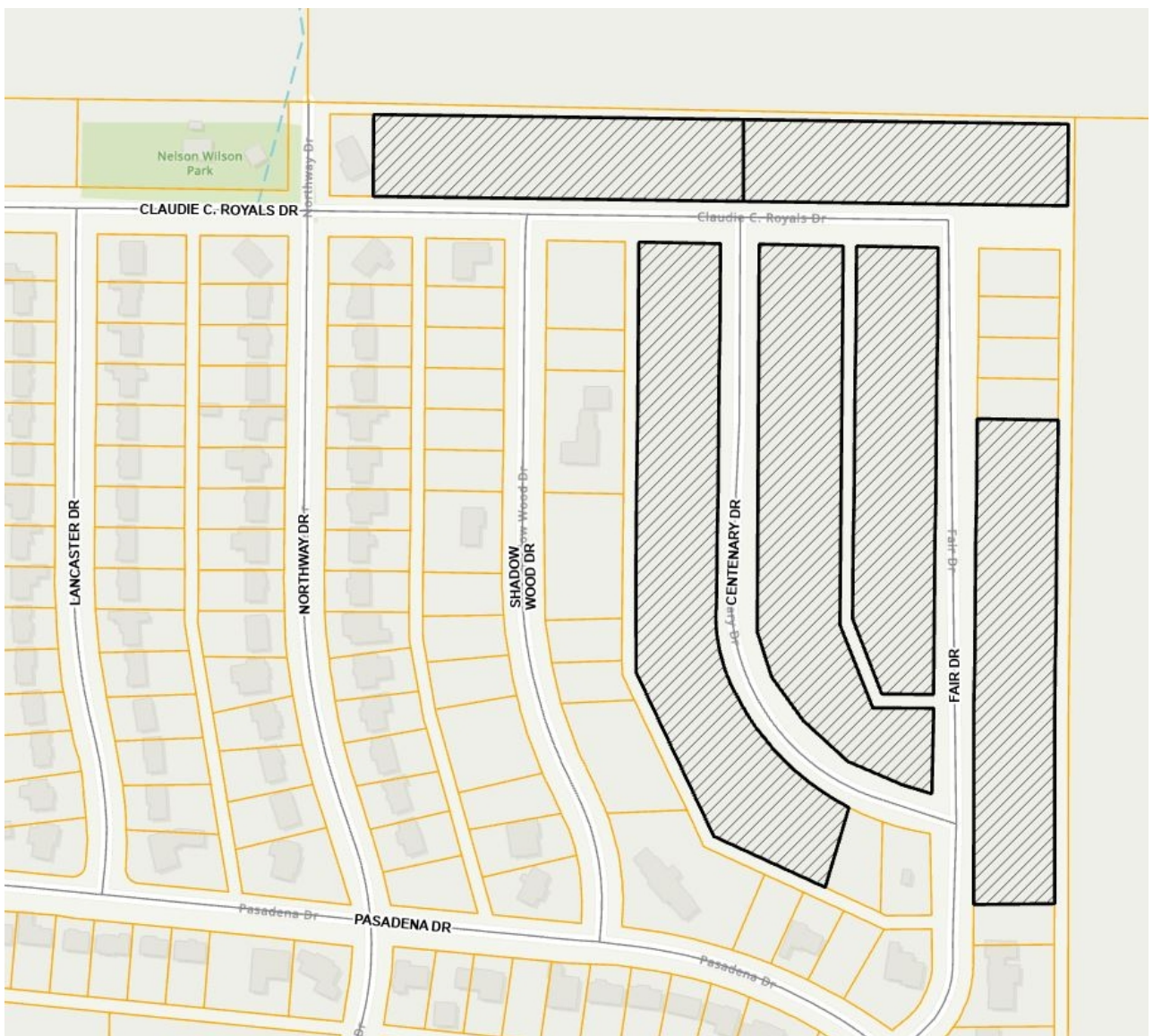


EXHIBIT B

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

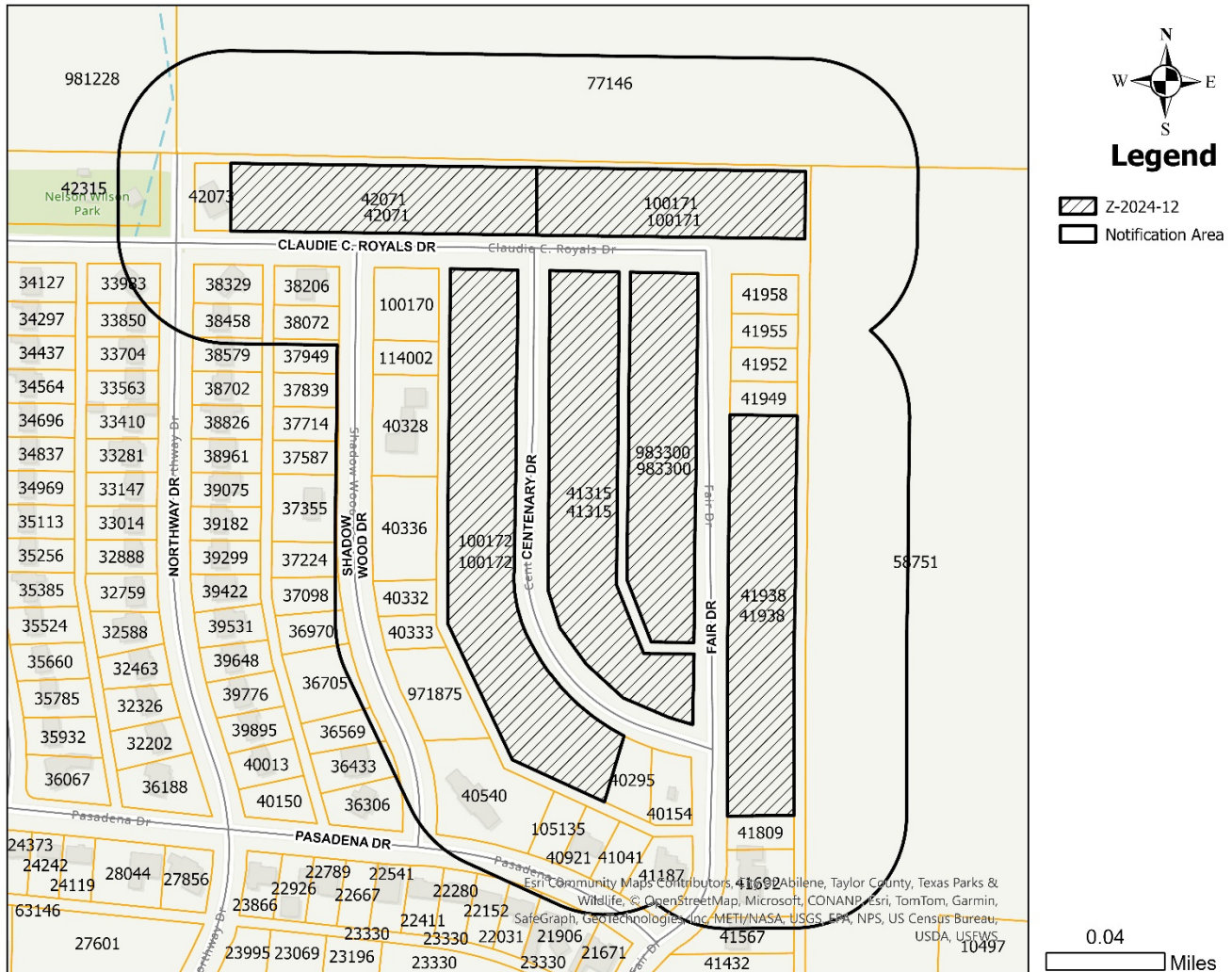
OWNER

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	

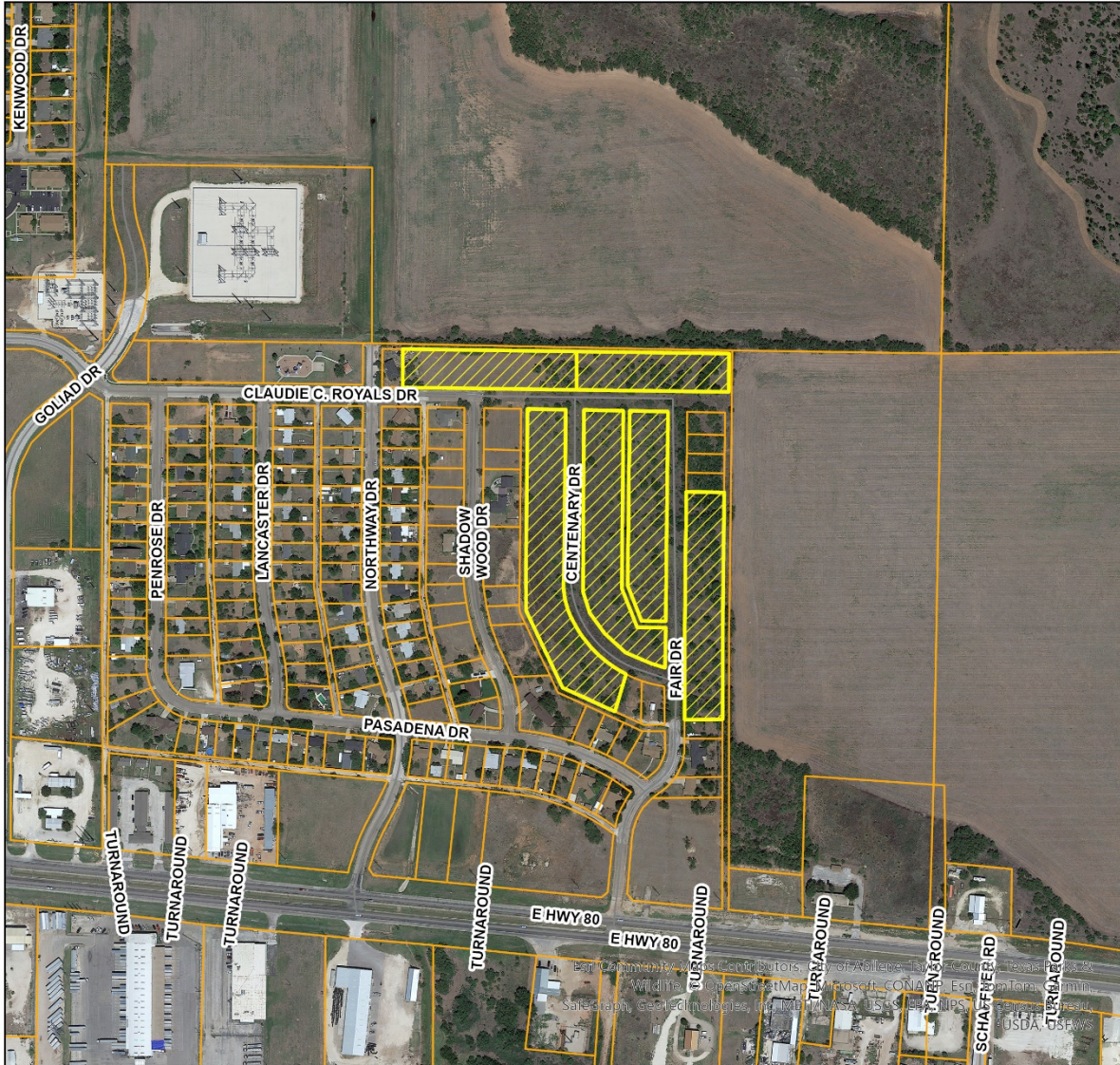
PROP ID

OWNER	SITUS	PROP_ID	RESPONSE
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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



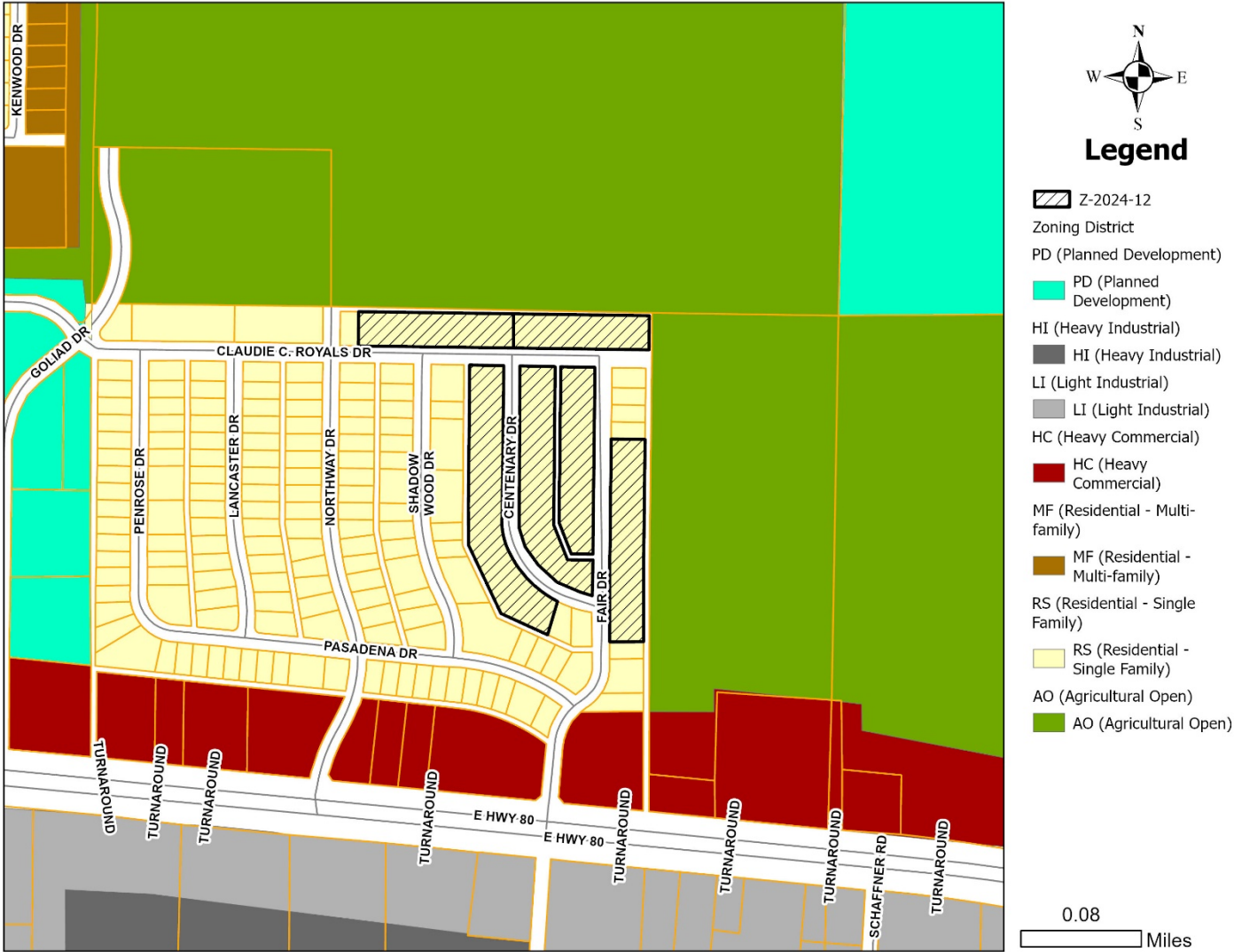
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 Z-2024-12

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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:

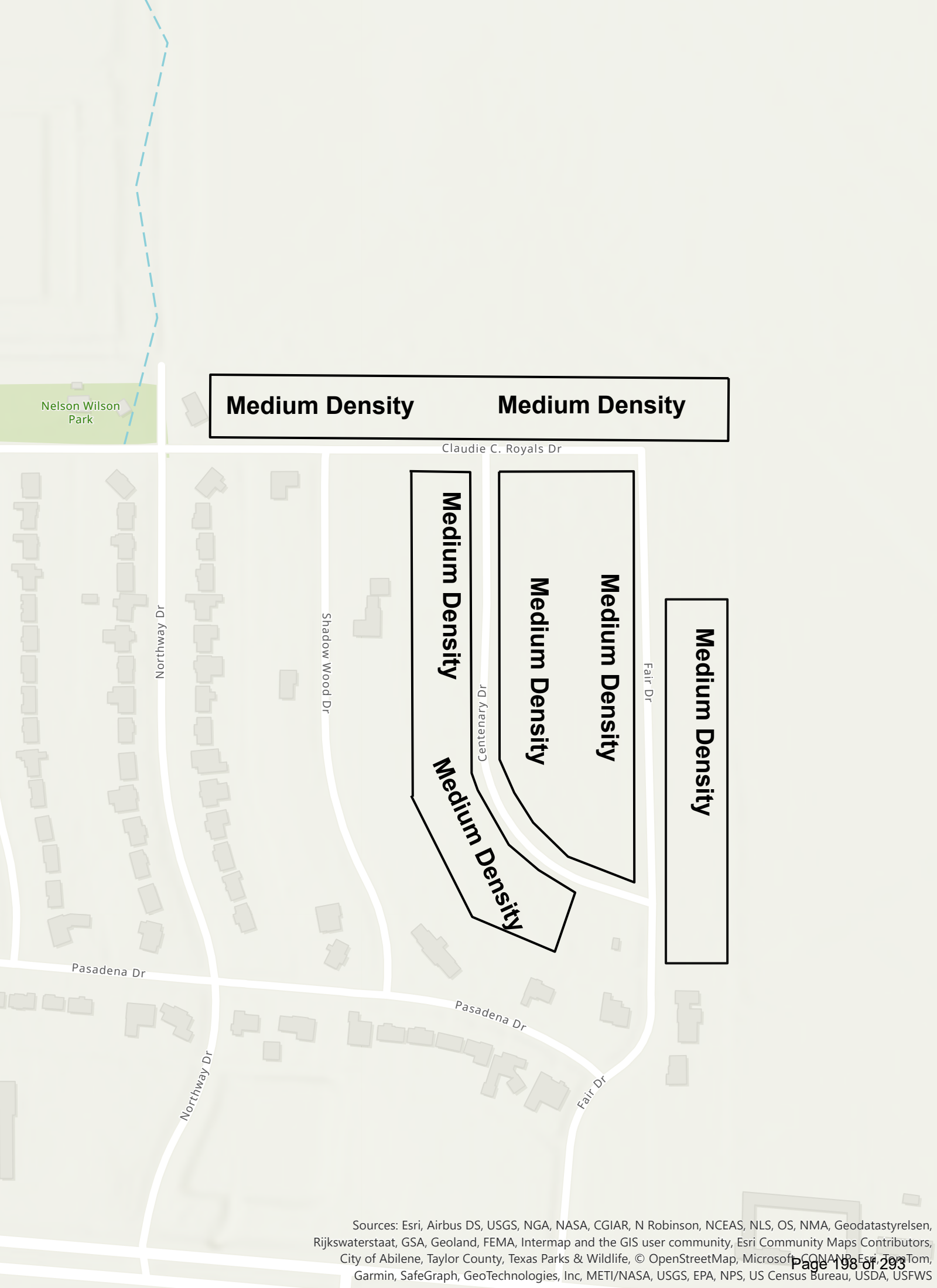
The desired modifications to the provisions of the base zoning district are essential to align with the future land use map and address the unique circumstances of the property, which has remained vacant since the neighborhood's inception.

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

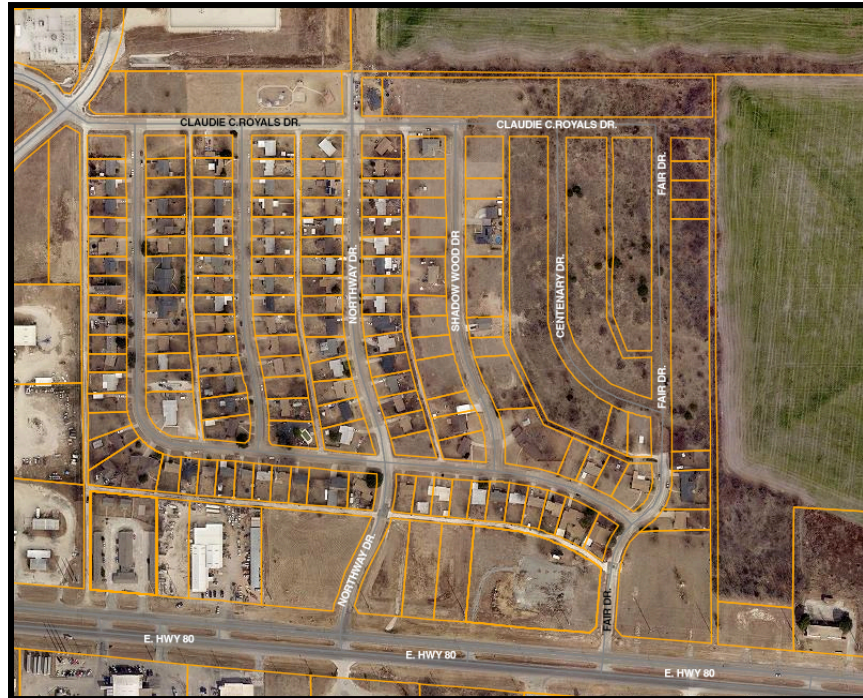


Exhibit 2



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);

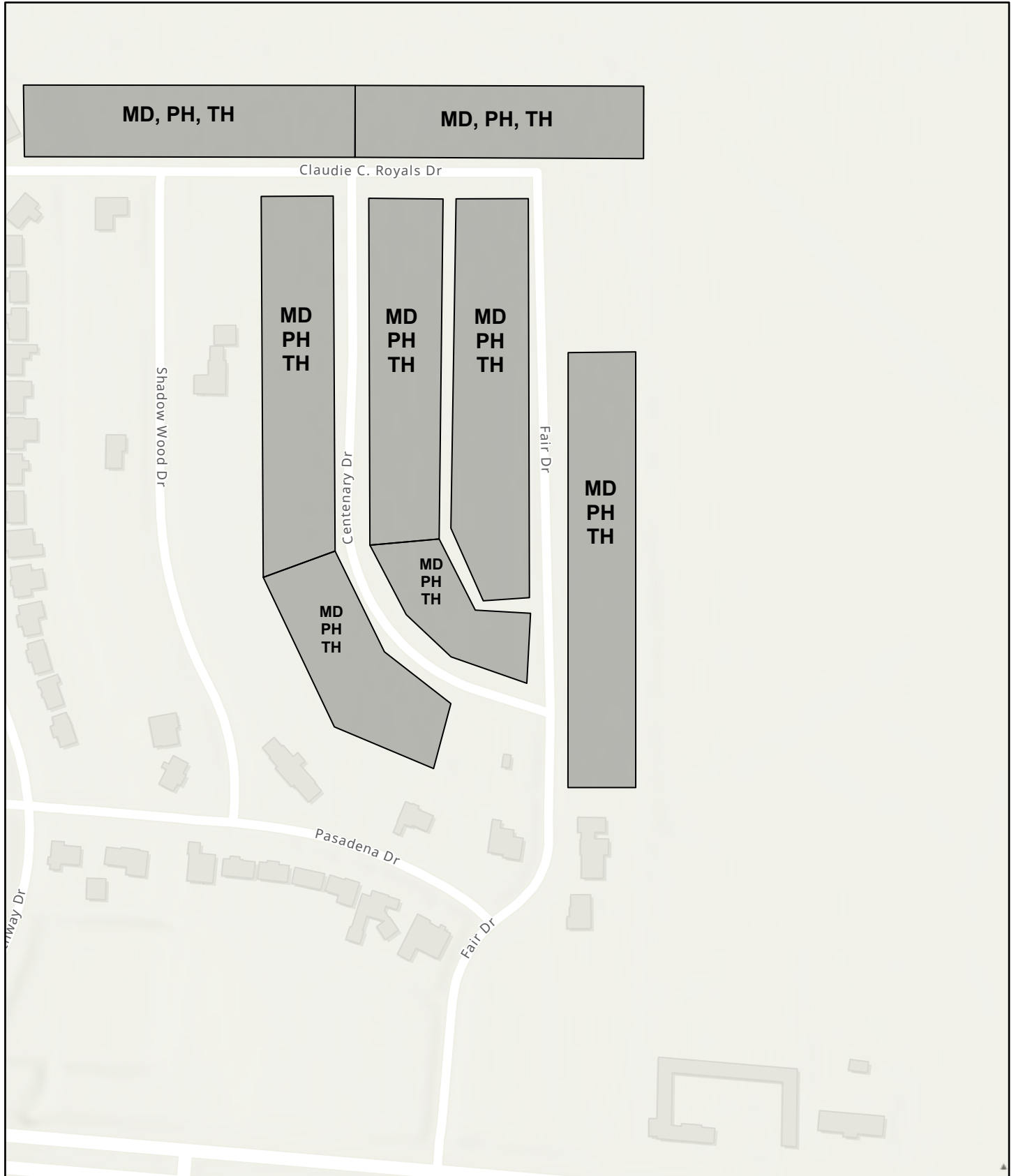
Response:

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.

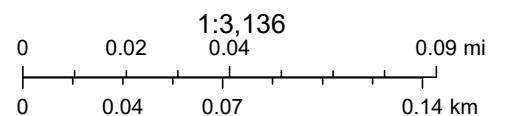
B. *Adjustment of Use Restrictions*: By modifying use restrictions, the proposed changes aim to facilitate the development of the property in accordance with its designated future land use. This adjustment is crucial to unlock the full potential of the site and promote compatible land uses that contribute 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

--

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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)

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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

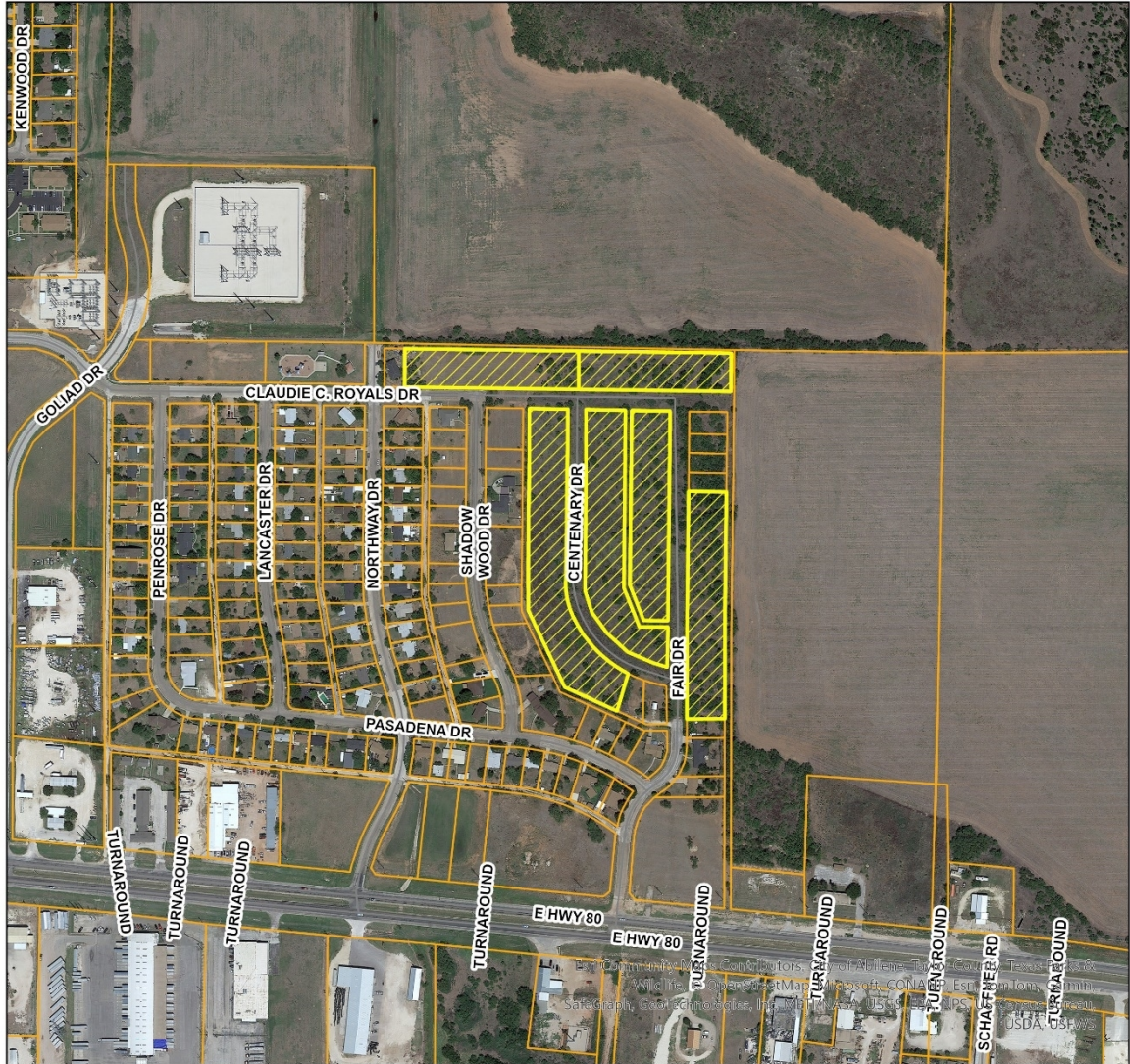
Planning & Zoning: June 4, 2024

Council Hearing: June 27, 2024
July 11, 2024





AERIAL LOCATION MAP

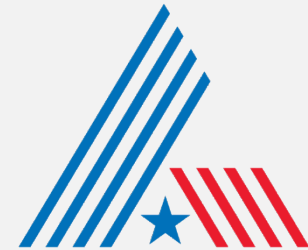


Legend

 Z-2024-12

0.08

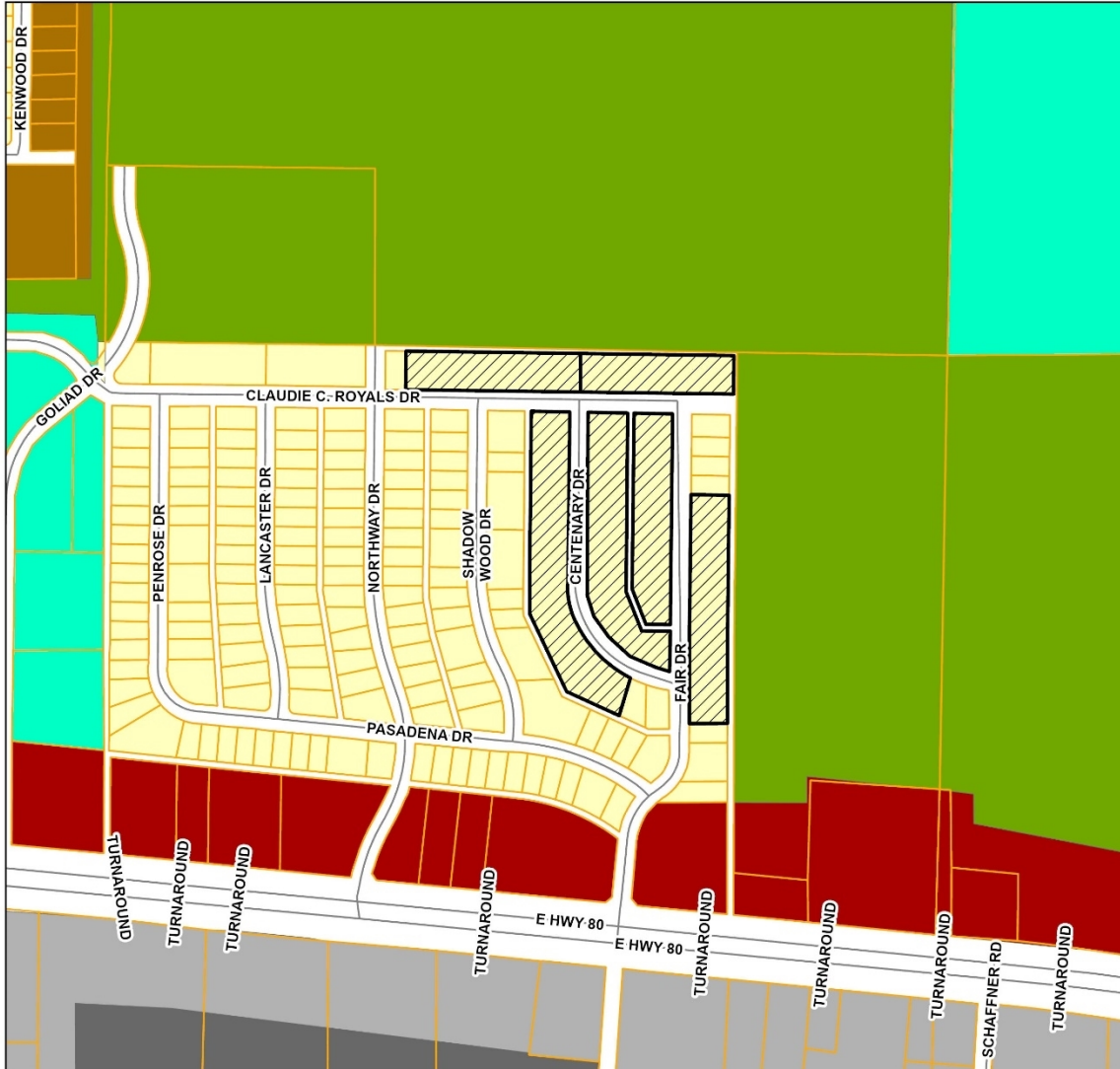
Miles



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

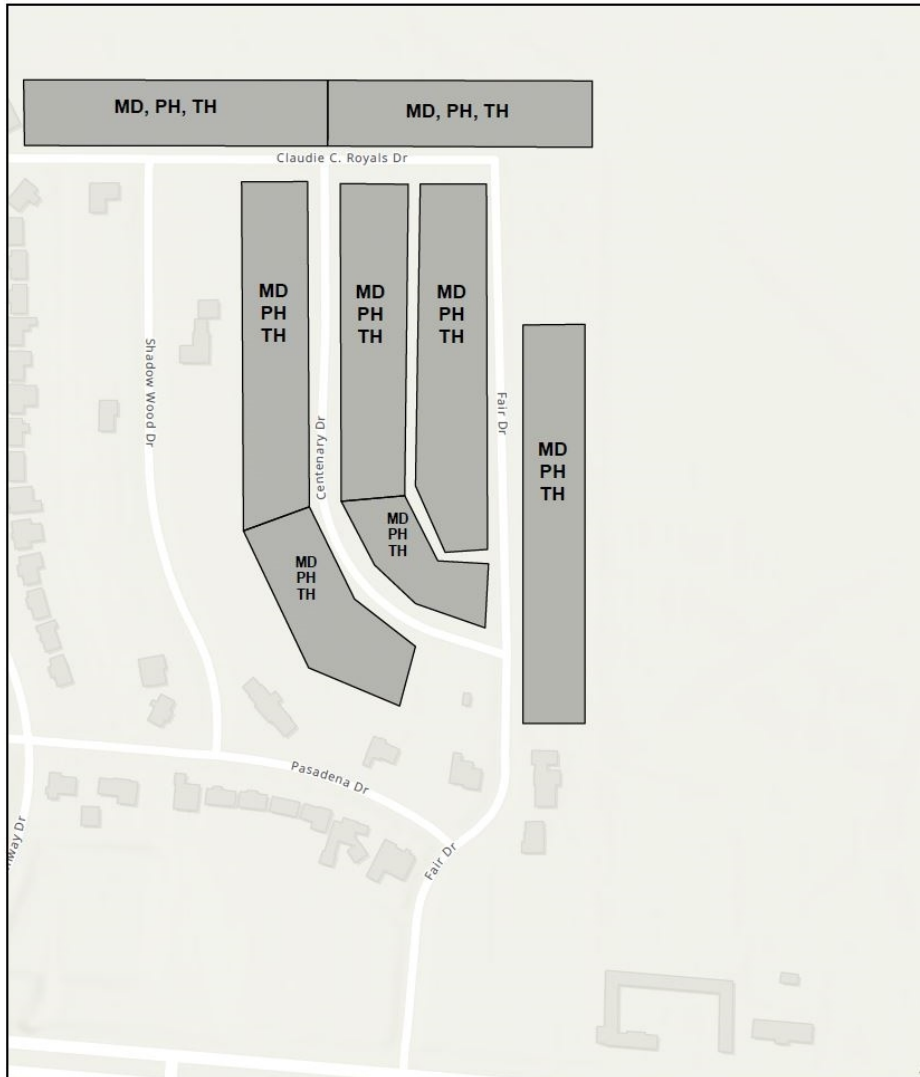


VIEWS OF PROPERTIES



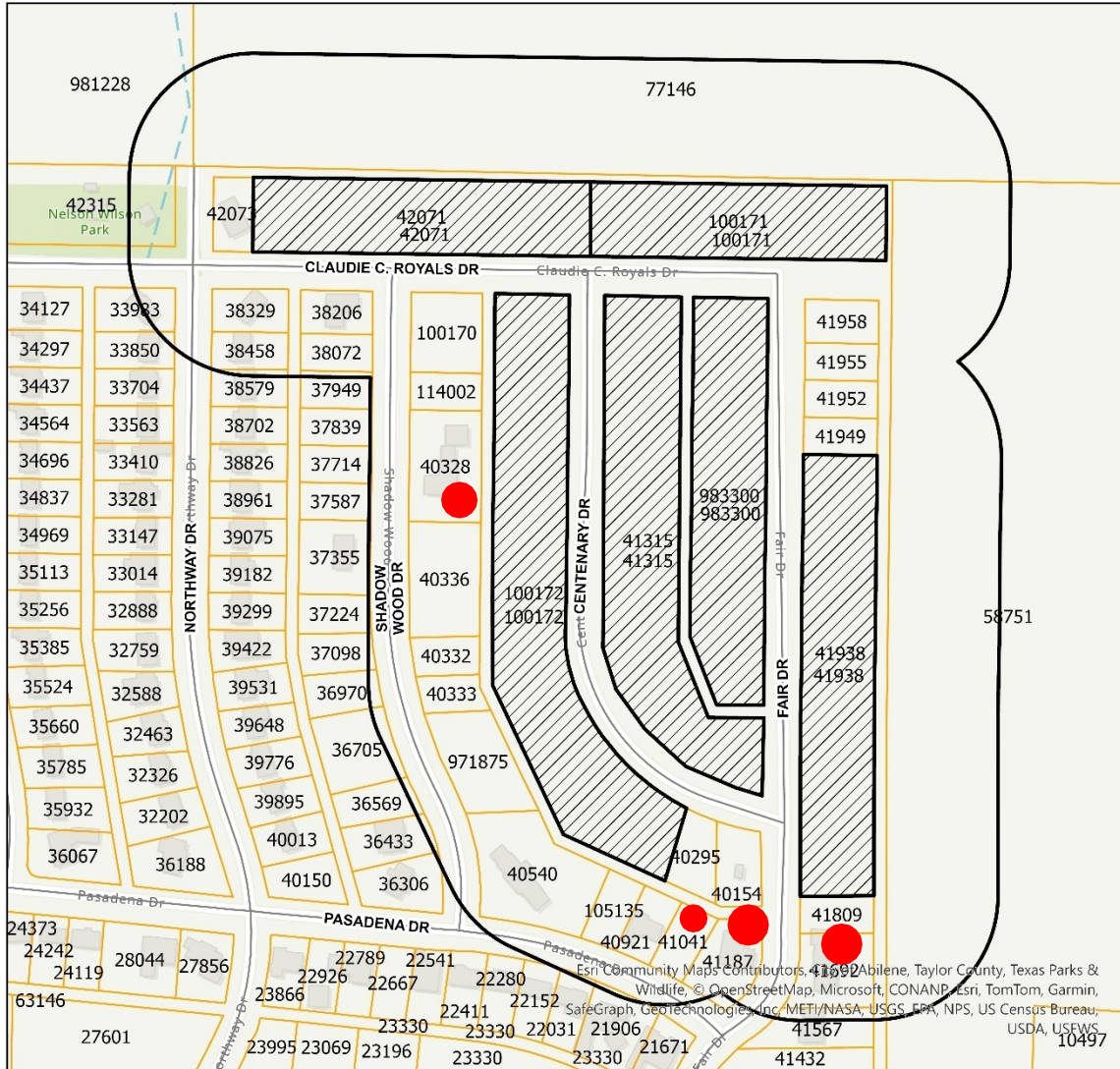


CONCEPTUAL PLAN





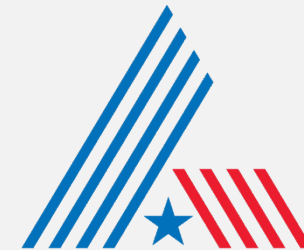
NOTIFICATION AREA MAP



Legend

- Z-2024-12
- Notification Area

0 - in Favor - ●
4 - in Opposition - ●
5.58 % OPPOSITION



CITY OF
ABILENE
TEXAS

0.04

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: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (Final Reading) Z-2024-13: Receive a Report, Hold a Discussion and Public Hearing, 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, 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 re-subdivided 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 THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-57, A PLANNED DEVELOPMENT DISTRICT; 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 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. ~~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.

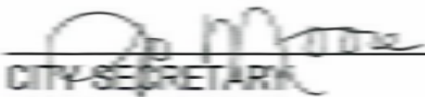
PART 3: That the Planning Director be and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

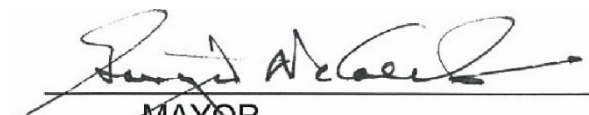
PASSED ON FIRST READING this 9 day of March A.D. 1995.

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.

~~PART 5:~~PART 4: Legal Description. The legal description of this P.D.D. is as follows:
Wal-mart Addition, Lot 1, Block 1, Abilene, Taylor County, Texas.

Located: 4350 Southwest Drive

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 ½" iron pin found;~~

~~THENCE South 17° 31' 43" West, along said right-of-way line, a distance of 32.83 feet to a ½" 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.~~

~~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;~~

~~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 1 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: 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.
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 8. 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.

9. 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. Section 23-316 of the Zoning Ordinance.
- ~~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.~~
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.

-END-

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	

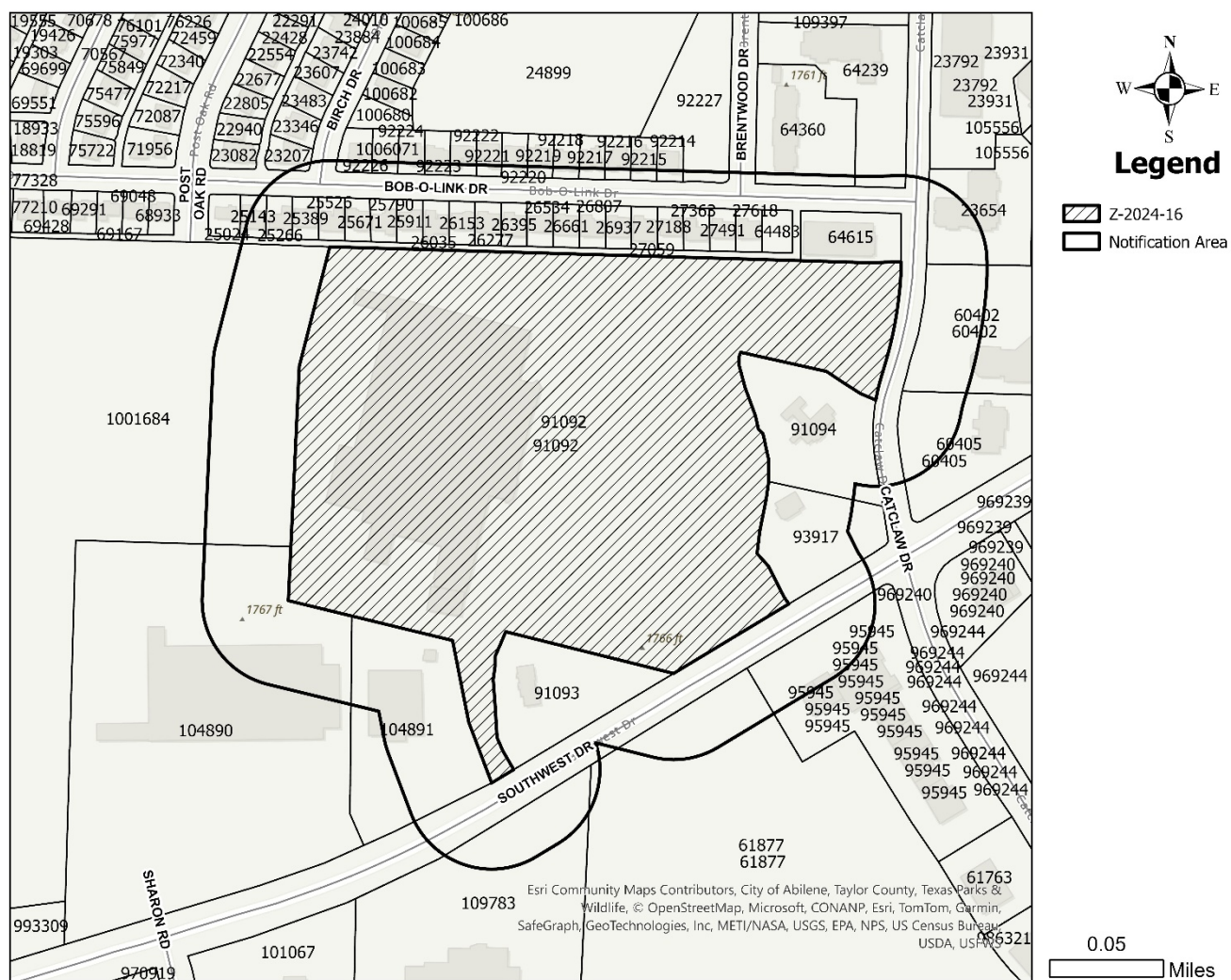
LLC			
SHEPHERD ASSET MANAGEMENT LLC	26807	4341 BOB-O-LINK DR	
SINGH PARMINDER & SANDEEP KAUR	92217	4350 BOB-O-LINK DR	
SKINNYS INC	93917	3350 CATCLAW DR	
STOKES RICHARD R & ANGELA	25671	4457 BOB-O-LINK DR	
THOMPSON OMAR ALEXANDER	27363	4309 BOB-O-LINK DR	
WAL-MART STORES #DIVISION STORE	91092	4350 SOUTHWEST 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	
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CORNELL ELIZABETH ANN	25911	4441 BOB-O-LINK DR	
GARCIA JORGE & JULIE M	26035	4433 BOB-O-LINK DR	
DAVIS ALFRED R & LINDA KAY	26153	4425 BOB-O-LINK DR	
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	
MORRISON REBECA	26661	4349 BOB-O-LINK DR	
SHEPHERD ASSET MANAGEMENT LLC	26807	4341 BOB-O-LINK DR	
HOBBS KENNETH RAY &	26937	4333 BOB-O-LINK DR	
CARISTA LOUIS JR	27059	4325 BOB-O-LINK DR	
SCOTT J PROPERTIES- 4317 BOB O LINK DR LLC	27188	4317 BOB-O-LINK DR	
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CONDER TONY	60402	4150 Y SOUTHWEST DR	
BOBBY COX COMPANIES INC	60405	4166 SOUTHWEST DR	
BALAJI ABILENE LLC	64239	3018 CATCLAW DR	
BALAJI CW LLC	64360	3050 CATCLAW DR	
CKWSM INVESTMENTS LLC	64615	4101 BOB-O-LINK DR	
WAL-MART STORES #DIVISION STORE	91092	4350 SOUTHWEST DR	
WEND-ABILENE REALTY LP	91093	4374 SOUTHWEST DR	

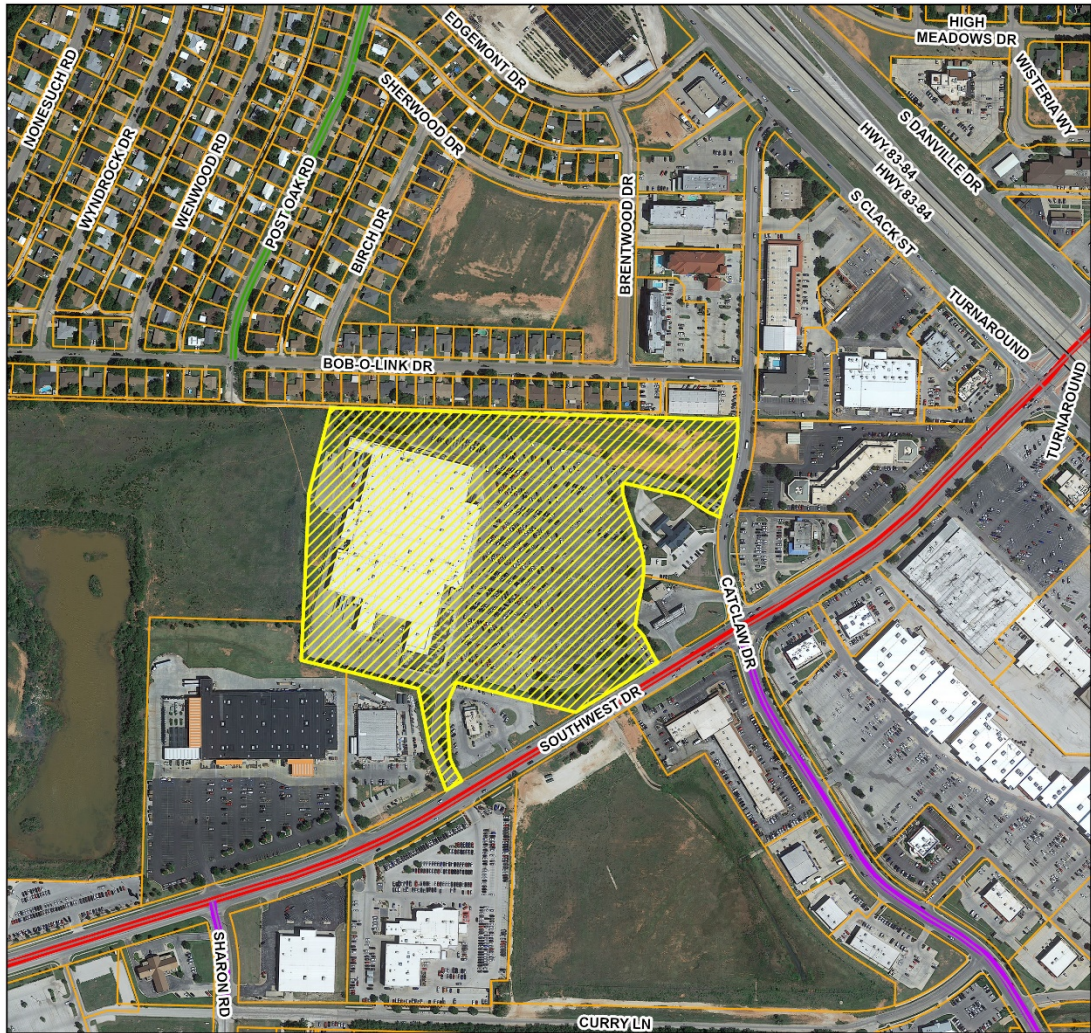
FIRST ABILENE FEDERAL CREDIT UNION	91094	3324 CATCLAW DR	
WICHNER JUSTIN ANDREW & TIMEA	92214	4326 BOB-O-LINK DR	
CROWELL SARA V	92215	4334 BOB-O-LINK DR	
LE VU	92216	4342 BOB-O-LINK DR	
SINGH PARMINDER & SANDEEP KAUR	92217	4350 BOB-O-LINK DR	
WATSON JACK & NORMITA	92218	4358 BOB-O-LINK DR	
MILLER RYAN & 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





LOCATION MAP



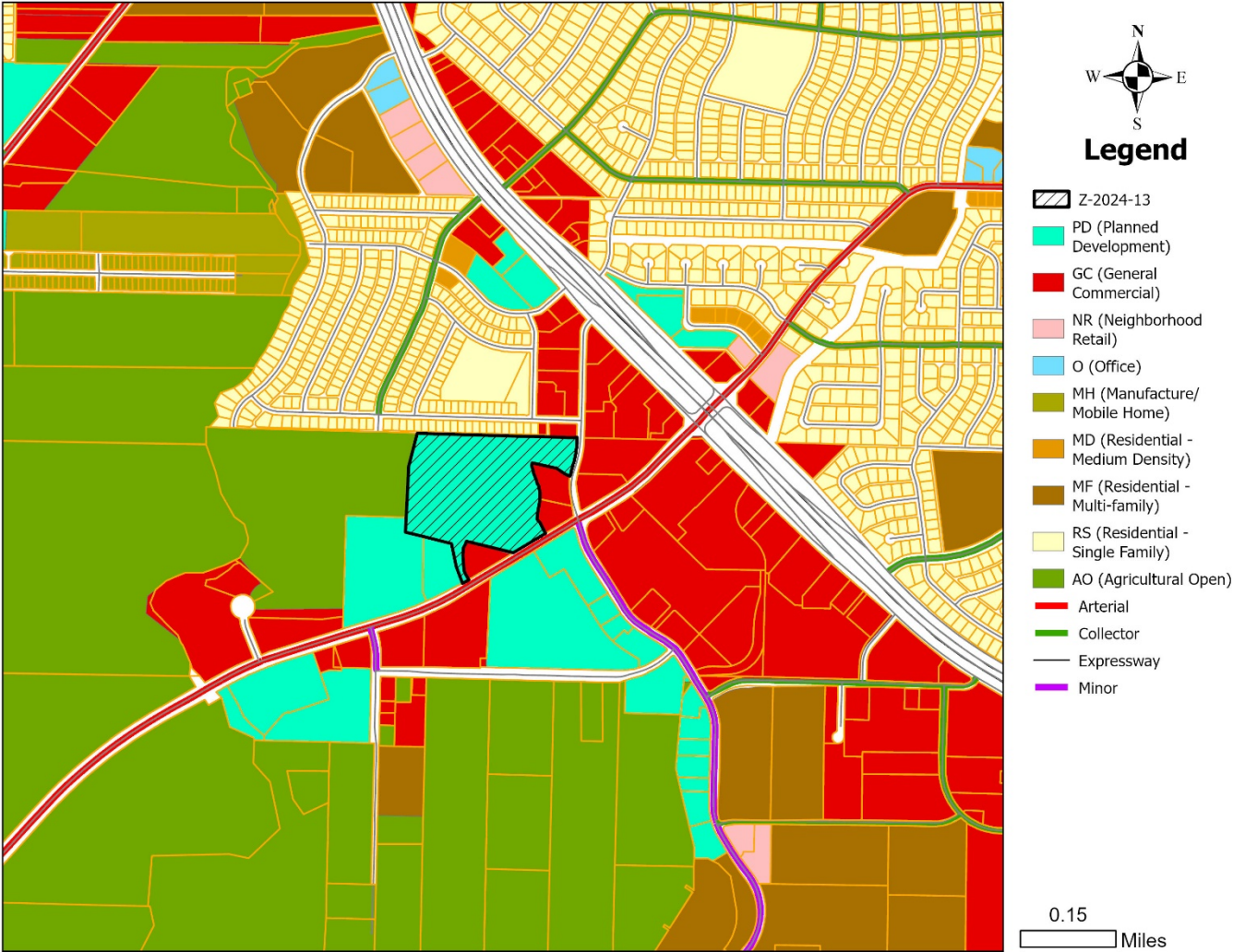
Legend

- Z-2024-13
- Arterial
- Collector
- Expressway
- Minor

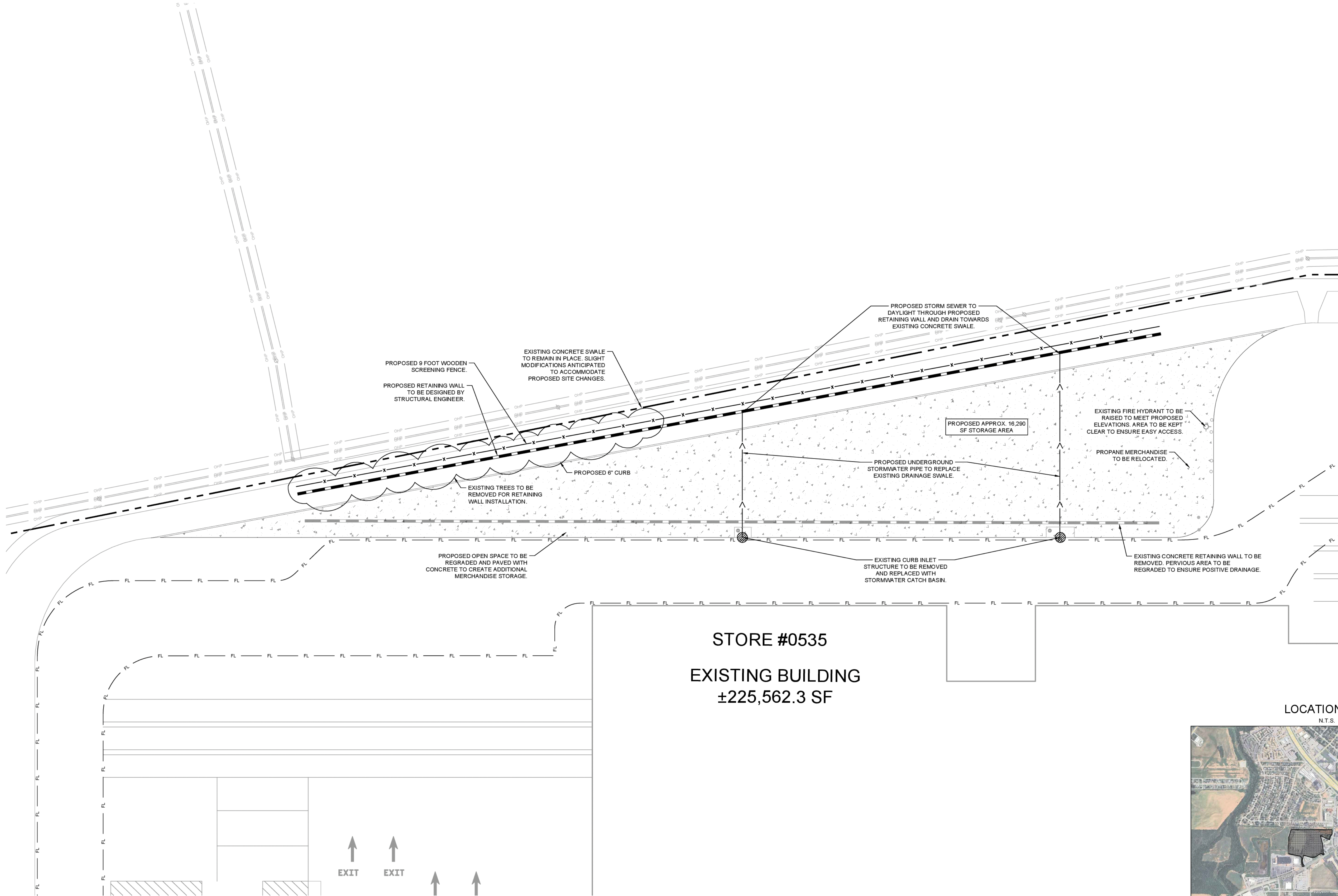
0.08

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" VERTICAL CURB
	PROPOSED 9" WOOD FENCE

SITE NOTES

- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUB GRADE PREPARATION REQUIREMENTS.
- COORDINATE INFORMATION FOR RETAINING WALLS ARE LOCATED AT THE FACE OF THE EXPOSED WALL AT GROUND SURFACE ELEVATIONS.
- ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
- ALL CURB RADII ARE 2' UNLESS NOTED OTHERWISE.
- RETAINING WALL MATERIAL AND TYPE SHALL BE APPROVED BY THE OWNER.



SCALE	AS SHOWN	DESIGNED BY	MDH	DRAWN BY	MDH	CHECKED BY	CAK
PROPOSED CONCEPT PLAN							
STORE 0535 4350 SOUTHWEST DRIVE CITY OF ABILENE, TEXAS							
DATE 04/29/24							
PROJECT NO. 168081087							
SHEET NUMBER 1 OF 1							
NOT FOR CONSTRUCTION							
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							
REVISIONS							
DATE							

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
&
Your Property Address: 4501 BOB-O-LINK DR
Your Parcel ID: 25389

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

Tony B Martinez



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

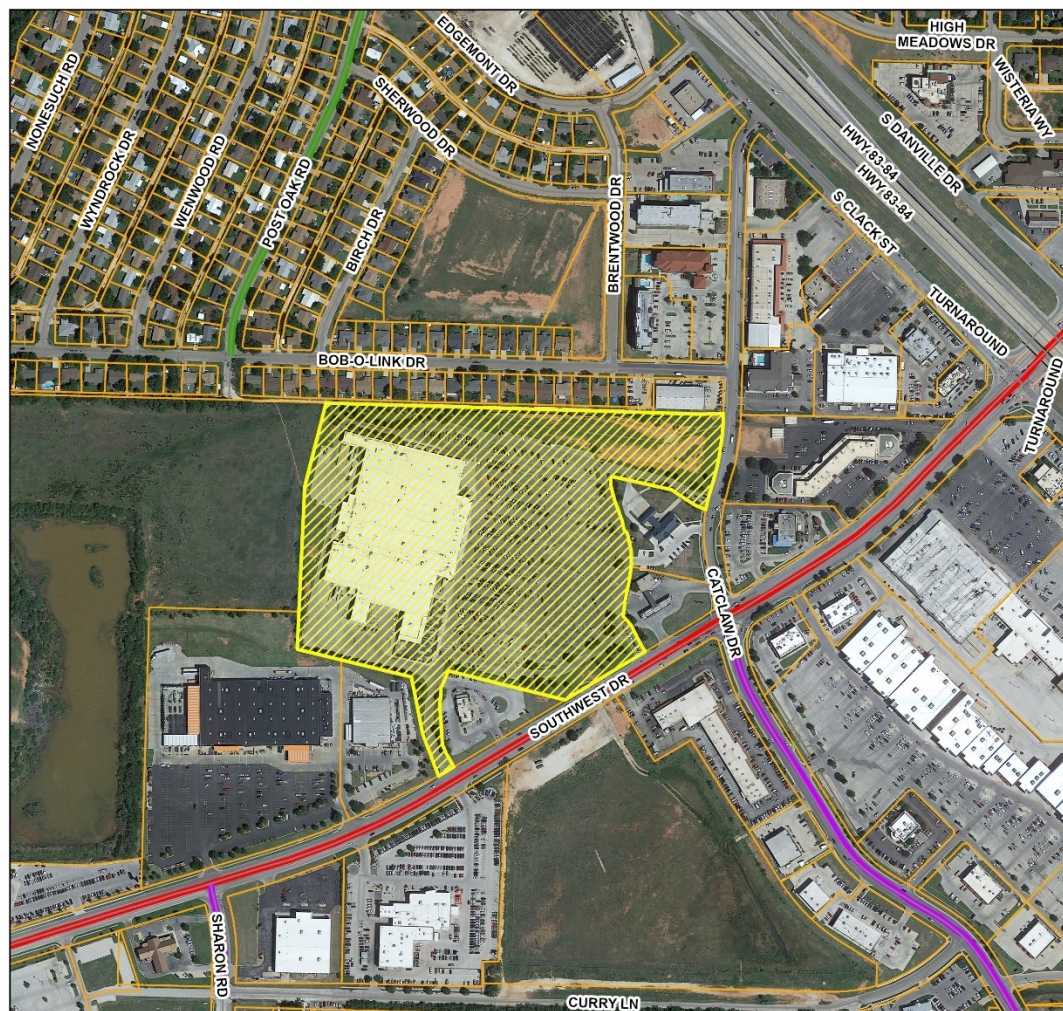
Planning & Zoning: June 4, 2024

Council Hearing: June 27, 2024
July 11, 2024





AERIAL LOCATION MAP

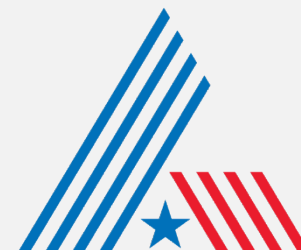


Legend

- Z-2024-13
- Arterial
- Collector
- Expressway
- Minor

0.08

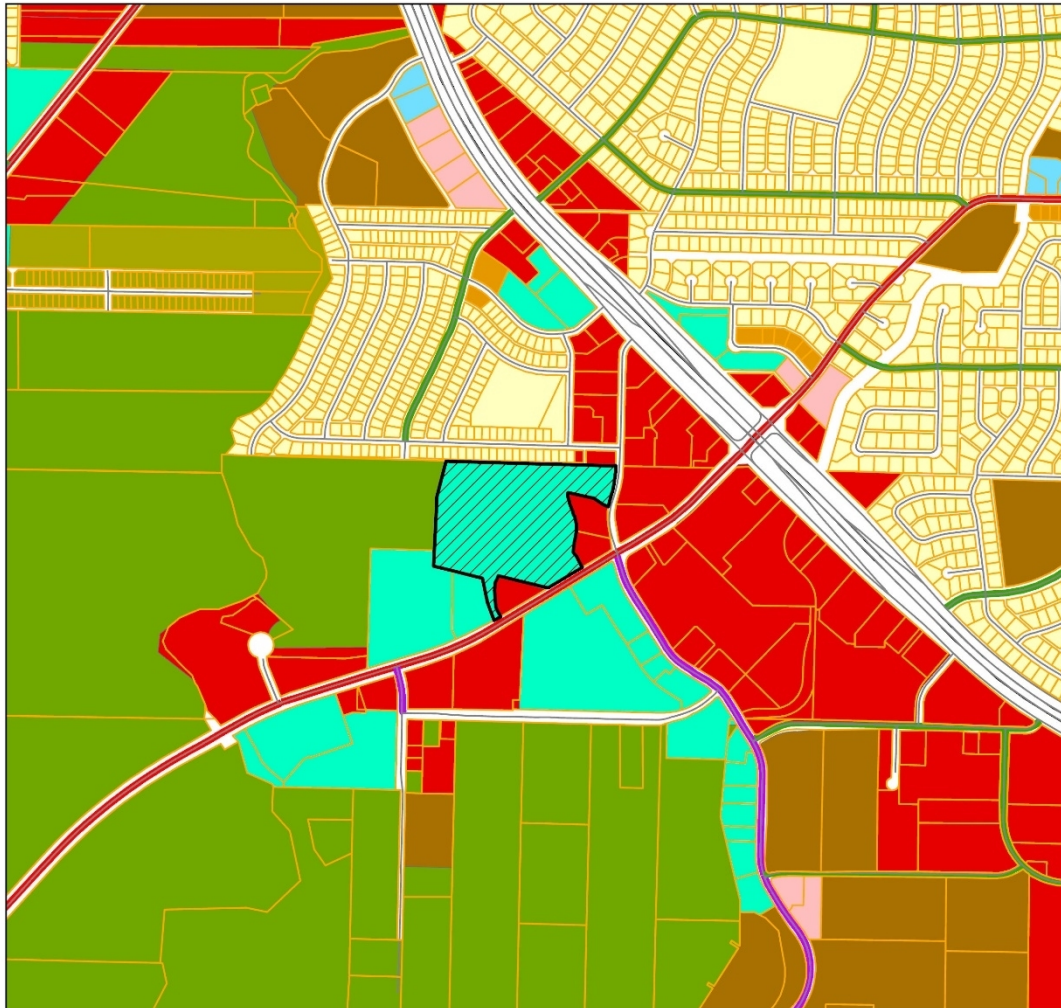
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



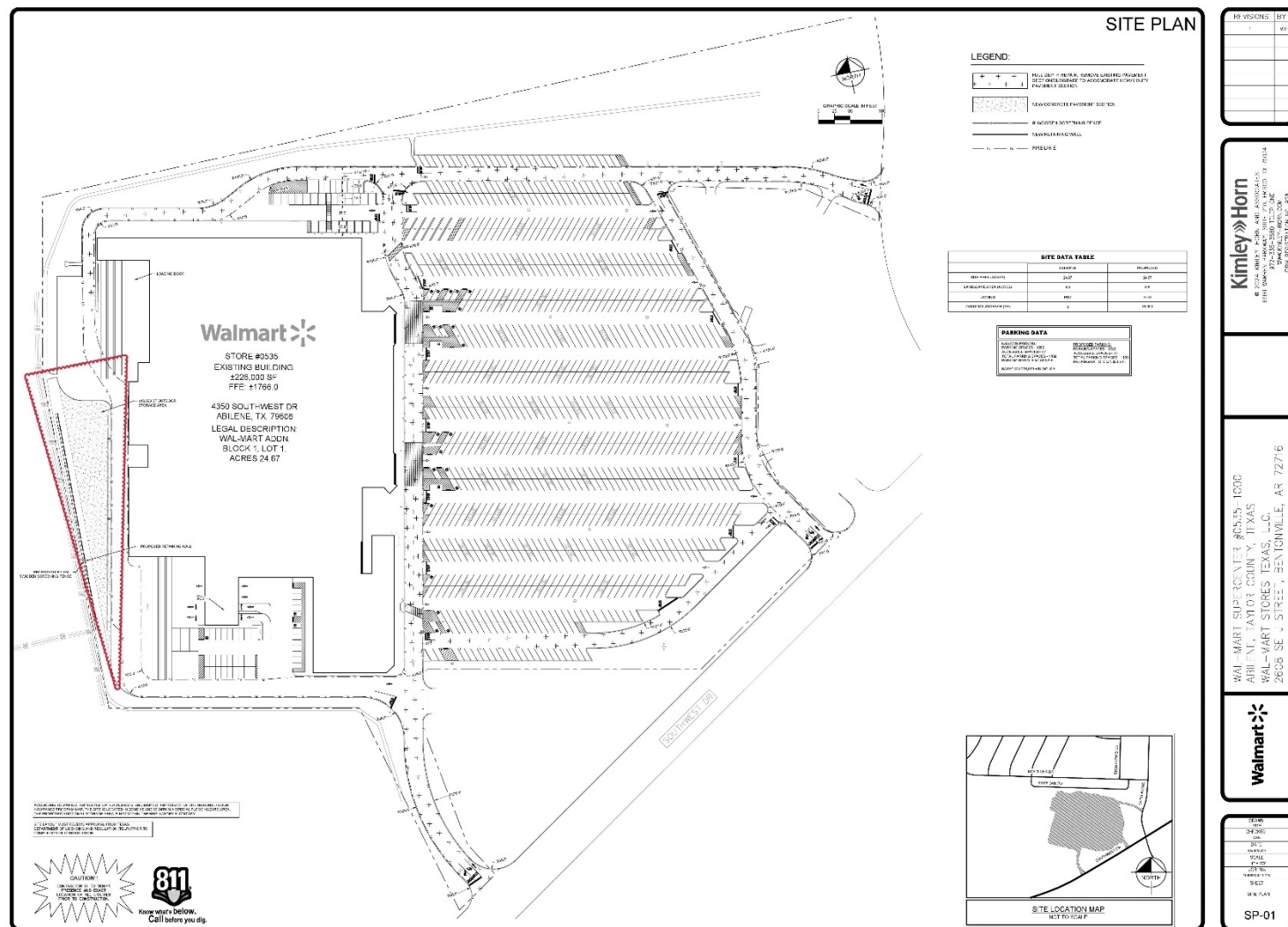
Legend

- 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

0.15
Miles



CITY OF
ABILENE
TEXAS



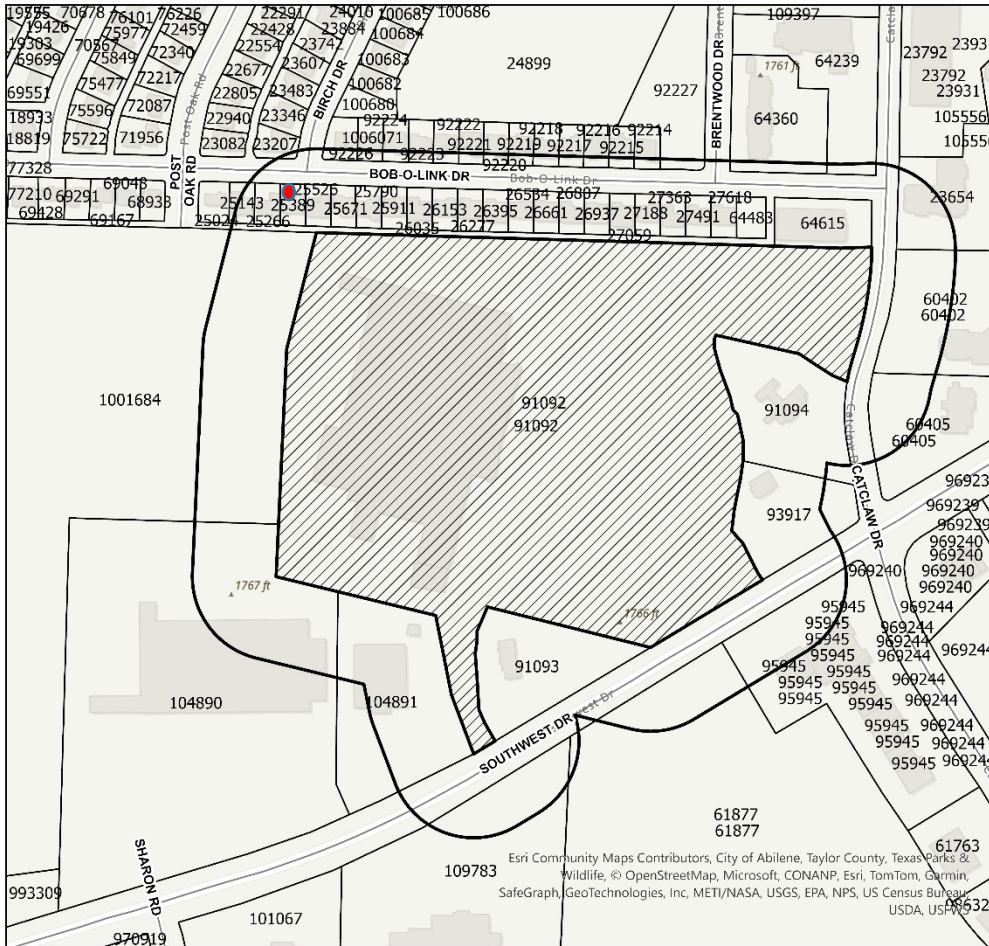


VIEWS OF SUBJECT PROPERTY





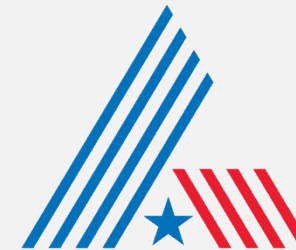
NOTIFICATION AREA MAP



- Z-2024-16
- Notification Area

- 0- In Favor-
- 1- Opposed-
- 0.52% - Opposed

0.05
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: 7/11/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (Final Reading) Z-2024-17:** Receive a Report, Hold a Discussion and Public Hearing, 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. walmart
4. Staff Report
5. DQ
6. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-91, A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 20-2004, 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 PDD is as follows:
Wal-Mart Supercenter Addition, Block 1, Lot 1, Abilene, Taylor County, Texas.

Located at: 1650 HWY 351 and 1700 E Lowden Street

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:

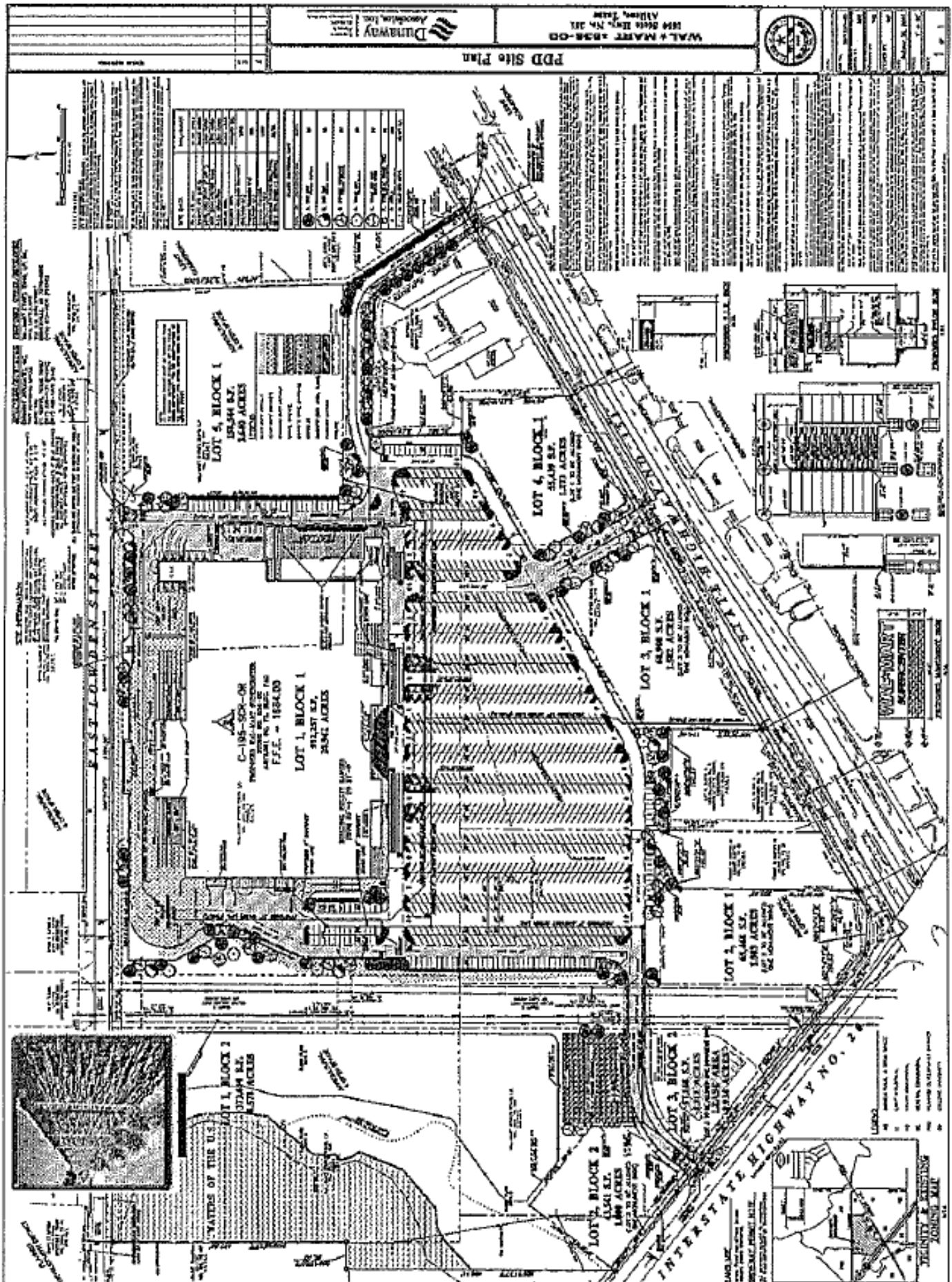
1. Permitted Uses:

- 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 and 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:
- Setbacks for the 21.453-acre tract (referred to henceforth as the “Primary Lot”) shall be in compliance with Exhibit B.
 - 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 generally allowed by the Zoning Ordinance).
- C. Off-street Parking shall be provided in accordance with the Zoning Ordinance.
- D. Loading Spaces
- For the Primary Lot: as depicted in Exhibit B.
 - For the out parcels: as required by the Zoning Ordinance.
- E. Driveway access:
- From State right-of-way: shall be determined by the regulations set forth by the Texas Department of Transportation.
 - From City right-of-way: A maximum of one driveway per lot per street
 - Internal to the PDD: Driveways from one lot to another lot within the PDD are recommended.
- F. Signs
- Free-standing signs shall be permitted as follows:
 - Lot 1, Block 1
 - One pole sign with a maximum height of 75 feet and a maximum area of 200 square feet; and,
 - One monument sign with a maximum height of 6 feet and a maximum area of 120 square feet.
 - Lots 3-5 and 102, Block 1 and Lots 1-3 Block 2
 - One pole sign with a maximum height of 60 feet and a maximum area of 200 square feet; or,
 - One monument sign with a maximum height of 6 feet and a maximum area of 75 square feet.
 - Lot 102 Block A, Liddle Acres
 - One pole sign with a maximum height of 40 feet and a maximum area of 200 square feet; and,
 - One monument sign with a maximum height of 6 feet and a maximum area of 120 square feet.
 - Wall Signs: May not exceed 10% of the area of any wall on which they are located.
 - Banners: Shall only be allowed when attached to and flat against a building.
 - Prohibited signs: Portable signs, off-site advertising, other free-standing temporary signs.
- G. Landscaping
- Primary Lot: Shall be generally provided as shown on Exhibit B.
 - 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.

- Landscaping shall consist of xeriscape materials and shall be designed and maintained according to xeriscape principles.
- 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:
- The temporary and seasonal storage of freight containers shall only be permitted between October 1 through December 31, annually.
 - All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.
 - Fire lanes and driving aisles may not be blocked and must remain open at all times.
 - Seasonal shipping containers may only be stored at the locations shown on the proposed site plan, as show in 'EXHIBIT C'.
 - Seasonal shipping containers shall not be stacked on each other or on any other structure.

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 GR (General Retail) 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 GR as previously zoned upon written request of any or all of the owners.



[illegible]

Page 260 of 293

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-91, A PLANNED DEVELOPMENT DISTRICT; CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONDERNING PDD-91 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 20-2004, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes. 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 the 8th day of July, 2004.

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 7th day of July, 2004, the same being at least fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 22nd day of July, 2004, 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.

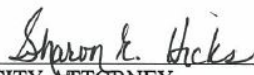
PASSED ON SECOND AND FINAL READING THIS 22nd day of July, A.D. 2004.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. _____

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.—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.~~

Commented [TM1]: Change from 1st Amendment (No. 3-2005)

Commented [TM2]: Change from 4th Amendment (No. 06-2015)

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

Wal-Mart Supercenter Addition, Abilene, Taylor County, Texas.

Located at: 1650 HWY 351 and 1700 E Lowden Street

001220-- ABILENE WAL-MART

PROPERTY DESCRIPTION

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 (Ambler Avenue) (a variable width right-of-way, 130 feet wide at this point);

North 33°12'52" West, with the west line of said Lot 1, 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 LaVoris 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;

THENCE South 00°57'52" East, passing at a distance of 9.53 feet the northwest corner of the aforementioned Lot 1, Block A, Liddle Acres, and continuing with the common line of said Hill tract and said Lot 1, 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, ""

2001220-- ABILENE WAL-MART

PROPERTY DESCRIPTION

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 (Ambler Avenue) (a variable width right-of-way, 130 feet wide at this point);

THENCE South $61^{\circ}24'51''$ 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 $33^{\circ}16'47''$ West, a distance of 228.80 feet to a 5/8 inch iron rod set;

North $87^{\circ}56'47''$ West, a distance of 257.30 feet to a 3/8 inch iron rod found;

South $00^{\circ}41'47''$ 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 $88^{\circ}45'17''$ 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 $01^{\circ}09'55''$ 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 $88^{\circ}54'18''$ 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 $00^{\circ}51'59''$ East, a distance of 419.99 feet to a point;

South $88^{\circ}06'33''$ 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 $33^{\circ}12'52''$ 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.

2001220 -- ABILENE WAL-MART

PROPERTY DESCRIPTION

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.

2001220 - ABILENE WAL-MART

PROPERTY DESCRIPTION

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 (Ambler Avenue) (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 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 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 LaVoris 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 to 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.

2001220 – ABILENE WAL-MART

PROPERTY DESCRIPTION

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 (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 LaVoris 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;

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 (Ambler Avenue) (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.

2001220 – ABILENE WAL-MART

PROPERTY DESCRIPTION

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 Revoicable 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.

Location:

The intersection of I-20 and State Highway 351.

Commented [TM3]: Change from 3rd Amendment (No. 45-2005)

Commented [TM4]: Change from 3rd Amendment (No. 45-2005)

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 and 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:
 - Setbacks for the 21.453-acre tract (referred to henceforth as the “Primary Lot”) shall be in compliance with Exhibit B.
 - 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 generally allowed by the Zoning Ordinance).
 - C. Off-street Parking shall be provided in accordance with the Zoning Ordinance.
 - D. Loading Spaces
 - For the Primary Lot: as depicted in Exhibit B.
 - For the out parcels: as required by the Zoning Ordinance.
 - E. Driveway access:
 - From State right-of-way: shall be determined by the regulations set forth by the Texas Department of Transportation.
 - From City right-of-way: A maximum of one driveway per lot per street
 - Internal to the PDD: Driveways from one lot to another lot within the PDD are recommended.

F. Signs:

- Free-standing signs shall be permitted as follows:
 - Lot 1, Block 1
 - One pole sign with a maximum height of 75 feet and a maximum area of 200 square feet; and,
 - Two-One monument signs with a maximum height of 6 feet and a maximum area of 120 square feet.
 - Lots 3-5 and 102, Block 1 and Lots 1-3 Block 2
 - One pole sign with a maximum height of 60 feet and a maximum area of 200 square feet; or,
 - One monument sign with a maximum height of 6 feet and a maximum area of 75 square feet.
- Wall Signs: May not exceed 10% of the area of any wall on which they are located.
- Banners: Shall only be allowed when attached to and flat against a building.
- Prohibited signs: Portable signs, off-site advertising, other free-standing temporary signs.
 - Lot 102 Block A, Liddle Acres
 - One pole sign with a maximum height of 40 feet and a maximum area of 200 square feet; and,
 - One monument sign with a maximum height of 6 feet and a maximum area of 120 square feet.

Commented [TM5]: Below changes (3) from 4th Amendment (No. 06-2015)

Commented [TM6]: Change from 3rd Amendment (No. 45-2005)

Commented [TM7]: Change from 4th Amendment (No. 06-2015)

F. Signs:

- 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.
- Wall signs: May not exceed 10% of the area of any wall on which they are located.
- Banners: Shall only be allowed when attached to and flat against a building
- Prohibited Signs: Portable signs, off-site advertising, other free-standing temporary signs

Commented [TM8]: Change from 2nd Amendment (No. 25-2005)

G. Landscaping

- Primary Lot: Shall be generally provided as shown on Exhibit B.
- 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.
- Landscaping shall consist of xeriscape materials and shall be designed and maintained according to xeriscape principles.

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:

- The temporary and seasonal storage of freight containers shall only be permitted between October 1 through December 31, annually.
- All seasonal shipping containers shall be removed from the subject property no later than January 15, annually.

- Fire lanes and driving aisles may not be blocked and must remain open at all times.
- Seasonal shipping containers may only be stored at the locations shown on the proposed site plan, as show in 'EXHIBIT C'.
- H. • Seasonal shipping containers shall not be stacked on each other or on any other structure.

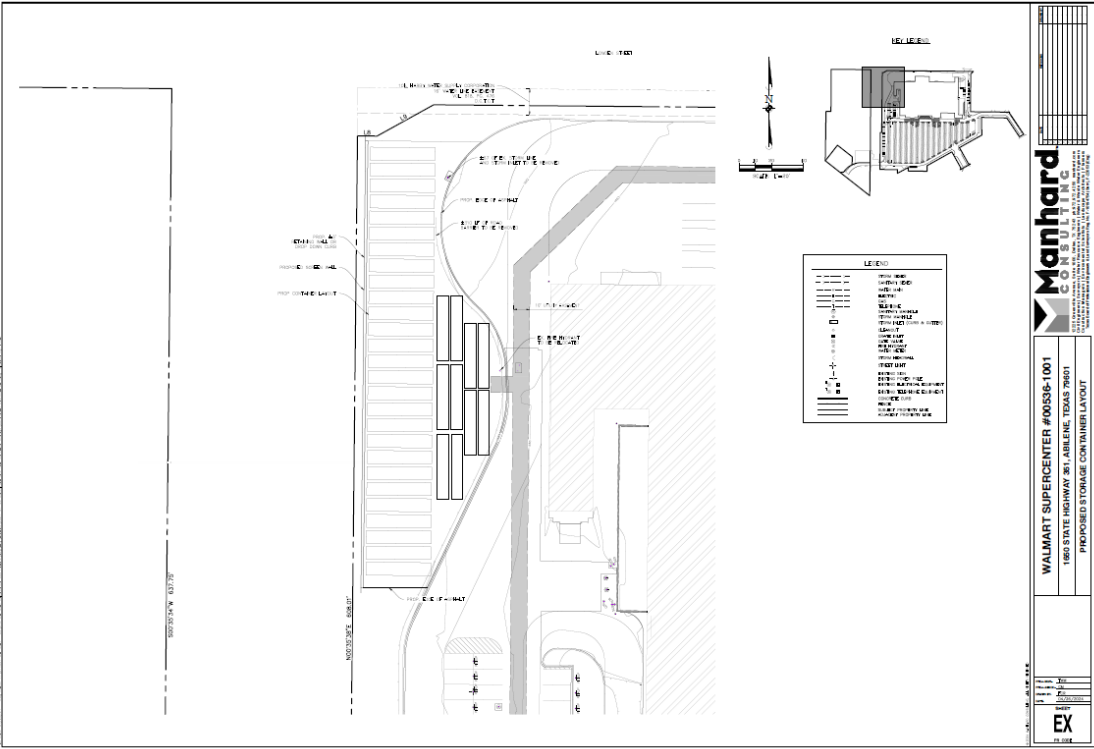
I. Freight Containers are prohibited.

Commented [TM9]: Change from 5th Amendment (CURRENT)

Commented [RGG10]: Page: 11
Alternative language is provided, depending upon whether the new PDD will require platting.

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 GR (General Retail) 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 GR AO and/or HC as previously zoned upon written request of any or all of the owners.

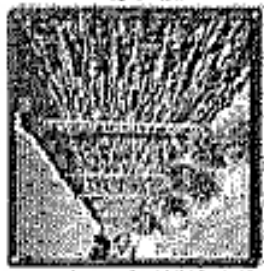
EXHIBIT "C"



END

15 SEPTEMBER 2005

DATE	NAME	ADDRESS	CITY	STATE	ZIP	PHONE	TELETYPE	TELEFAX	EMAIL	WWW	OTHER
10/10/99	JOHN DOE	123 MAIN ST	ANYTOWN	CA	90210	555-1234					
10/11/99	JANE DOE	456 ELM ST	ANYTOWN	CA	90210	555-5678					
10/12/99	JOHN DOE	789 MAIN ST	ANYTOWN	CA	90210	555-9012					
10/13/99	JANE DOE	101 ELM ST	ANYTOWN	CA	90210	555-3456					
10/14/99	JOHN DOE	202 MAIN ST	ANYTOWN	CA	90210	555-7890					
10/15/99	JANE DOE	303 ELM ST	ANYTOWN	CA	90210	555-2345					
10/16/99	JOHN DOE	404 MAIN ST	ANYTOWN	CA	90210	555-6789					
10/17/99	JANE DOE	505 ELM ST	ANYTOWN	CA	90210	555-0123					
10/18/99	JOHN DOE	606 MAIN ST	ANYTOWN	CA	90210	555-4567					
10/19/99	JANE DOE	707 ELM ST	ANYTOWN	CA	90210	555-8901					
10/20/99	JOHN DOE	808 MAIN ST	ANYTOWN	CA	90210	555-2345					
10/21/99	JANE DOE	909 ELM ST	ANYTOWN	CA	90210	555-6789					
10/22/99	JOHN DOE	1010 MAIN ST	ANYTOWN	CA	90210	555-0123					
10/23/99	JANE DOE	1111 ELM ST	ANYTOWN	CA	90210	555-4567					
10/24/99	JOHN DOE	1212 MAIN ST	ANYTOWN	CA	90210	555-8901					
10/25/99	JANE DOE	1313 ELM ST	ANYTOWN	CA	90210	555-2345					
10/26/99	JOHN DOE	1414 MAIN ST	ANYTOWN	CA	90210	555-6789					
10/27/99	JANE DOE	1515 ELM ST	ANYTOWN	CA	90210	555-0123					
10/28/99	JOHN DOE	1616 MAIN ST	ANYTOWN	CA	90210	555-4567					
10/29/99	JANE DOE	1717 ELM ST	ANYTOWN	CA	90210	555-8901					
10/30/99	JOHN DOE	1818 MAIN ST	ANYTOWN	CA	90210	555-2345					
10/31/99	JANE DOE	1919 ELM ST	ANYTOWN	CA	90210	555-6789					
11/01/99	JOHN DOE	2020 MAIN ST	ANYTOWN	CA	90210	555-0123					
11/02/99	JANE DOE	2121 ELM ST	ANYTOWN	CA	90210	555-4567					
11/03/99	JOHN DOE	2222 MAIN ST	ANYTOWN	CA	90210	555-8901					
11/04/99	JANE DOE	2323 ELM ST	ANYTOWN	CA	90210	555-2345					
11/05/99	JOHN DOE	2424 MAIN ST	ANYTOWN	CA	90210	555-6789					
11/06/99	JANE DOE	2525 ELM ST	ANYTOWN	CA	90210	555-0123					
11/07/99	JOHN DOE	2626 MAIN ST	ANYTOWN	CA	90210	555-4567					
11/08/99	JANE DOE	2727 ELM ST	ANYTOWN	CA	90210	555-8901					
11/09/99	JOHN DOE	2828 MAIN ST	ANYTOWN	CA	90210	555-2345					
11/10/99	JANE DOE	2929 ELM ST	ANYTOWN	CA	90210	555-6789					
11/11/99	JOHN DOE	3030 MAIN ST	ANYTOWN	CA	90210	555-0123					
11/12/99	JANE DOE	3131 ELM ST	ANYTOWN	CA	90210	555-4567					
11/13/99	JOHN DOE	3232 MAIN ST	ANYTOWN	CA	90210	555-8901					
11/14/99	JANE DOE	3333 ELM ST	ANYTOWN	CA	90210	555-2345					
11/15/99	JOHN DOE	3434 MAIN ST	ANYTOWN	CA	90210	555-6789					

[illegible]

ZONING CASE Z-2024-17

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: Wal-Mart Real Estate Business Trust
Agent: Tim Martin

Case Manager

Kiley Hannah – Planner

Request

Amend the terms of PDD-91 to allow the seasonal storage of shipping containers at designated locations.

Location

1650 Highway 351, 20.942 acres Lot 1 of Block 1 of the Wal-Mart Supercenter Addition, Abilene, Taylor County, Texas.

Background

Planned Development District-91 (PDD-91) was created in 2004 and amended in 2005 and 2014 to allow the retail use of the subject property. Staff and Walmart have been in communication the past several years regarding allowing temporary use of storage containers for the Christmas shopping season.

Existing Uses/Zoning

The property has a base zoning of General Retail (GR). Surrounding properties are zoned PDD-91, General Retail (GR), and General Commercial (GC).

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 in 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 changes to PDD-91 is consistent with the original rationale to establish PDD-91 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 locations designated on the proposed site plan will not adversely affect any surrounding 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 in the proposed site plan.
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
CHICK FIL A INC	73423	1750 HWY 351	
MDC COAST 13 LLC	973048	1702 HWY 351	
JOHN 3:17 INVESTMENTS LLC	996741	1801-17 HWY 351	
TEXAS COCA COLA BOTTLING	110638	1825 HWY 351	
MRP ABILENE LLC	973049	1760 - 90 HWY 351	
WEST TEXAS UTILITIES CO	64882		
WAL-MART STORES TEXAS LP	115489		
REGION 14 EDUCATION	972961	1842 HWY 351	
REGION 14 EDUCATION	972961	1850 HWY 351	
STARDOLLARS LLC	972960	2626 ENTERPRISE DR	
MURPHY OIL USA INC	973052	1434 E OVERLAND TR	
WEST TEXAS UTILITIES CO	1001820		
WAL-MART STORES TEXAS LP	973050	1458 E OVERLAND TR	
WARE KENNETH L & LORRI L	65384	1340 E LOWDEN ST	
RICKY SPENCER ENTERPRISES	46940	1626 HWY 351	F
CALIBER CAR WASH GROUP INC &	973047	1630 - 48 HWY 351	
COLE CB ABILENE TX LLC	973046	1602 HWY 351	
CFT DEVELOPMENTS LLC	94242	1749 HWY 351	
WAL-MART REAL ESTATE BUSINESS TRUST	973045	1700 E LOWDEN ST	
WAL-MART REAL ESTATE BUSINESS TRUST	973045	1650 HWY 351	
BHAKTA BHARAT M IRREVOCABLE TRUST	71723	1701 HWY 351	
RAINEY CREEK LLC	75888		
EARLEY LARRY A ET AL	1084516	1502 E LOWDEN ST	

OWNER	PROP_ID	SITUS	RESPONSE
RICKY SPENCER ENTERPRISES	46940	1626 HWY 351	F
WEST TEXAS UTILITIES CO	64882		
WARE KENNETH L & LORRI L	65384	1340 E LOWDEN ST	
BHAKTA BHARAT M IRREVOCABLE TRUST	71723	1701 HWY 351	
CHICK FIL A INC	73423	1750 HWY 351	
RAINEY CREEK LLC	75888		
CFT DEVELOPMENTS LLC	94242	1749 HWY 351	
TEXAS COCA COLA BOTTLING	110638	1825 HWY 351	
WAL-MART STORES TEXAS LP	115489		
STARDOLLARS LLC	972960	2626 ENTERPRISE DR	
REGION 14 EDUCATION	972961	1842 HWY 351	
REGION 14 EDUCATION	972961	1850 HWY 351	
WAL-MART REAL ESTATE	973045	1700 E LOWDEN ST	

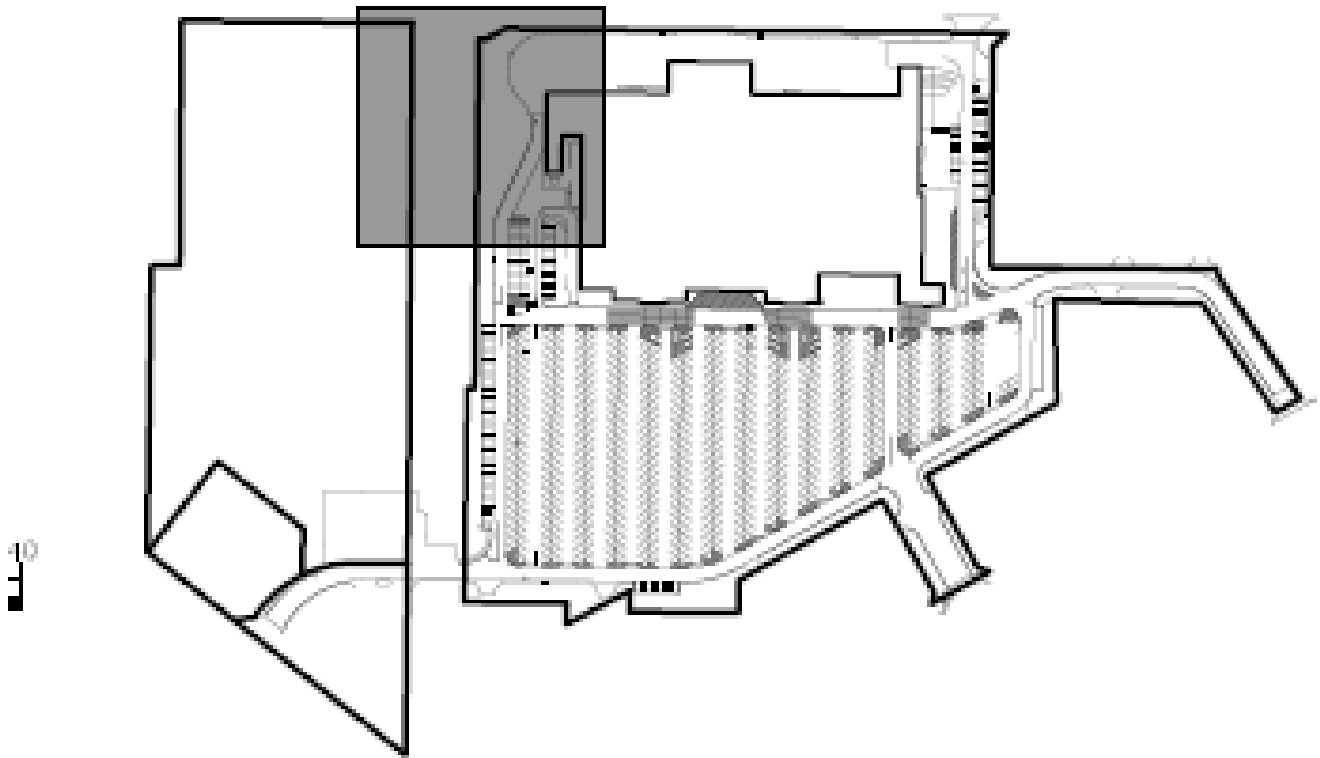
BUSINESS TRUST			
WAL-MART REAL ESTATE BUSINESS TRUST	973045	1650 HWY 351	
COLE CB ABILENE TX LLC	973046	1602 HWY 351	
CALIBER CAR WASH GROUP INC &	973047	1630 - 48 HWY 351	
MDC COAST 13 LLC	973048	1702 HWY 351	
MRP ABILENE LLC	973049	1760-90 HWY 351	
WAL-MART STORES TEXAS LP	973050	1458 E OVERLAND TR	
MURPHY OIL USA INC	973052	1434 E OVERLAND TR	
JOHN 3:17 INVESTMENTS LLC	996741	1801-17 HWY 351	
WEST TEXAS UTILITIES CO	1001820		
EARLEY LARRY A ET AL	1084516	1502 E LOWDEN ST	

LOWEN TEST

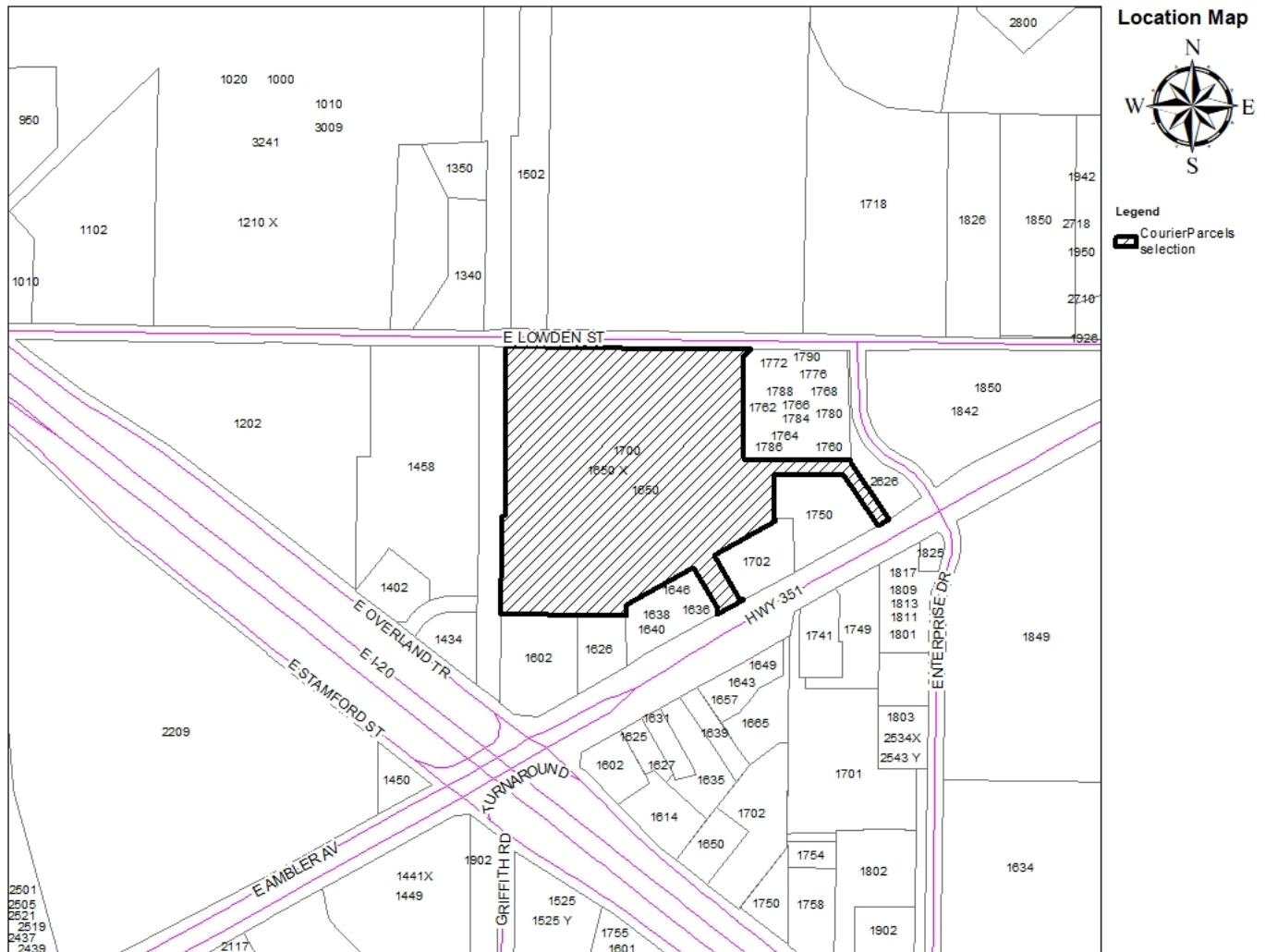


CONCEPT PLAN

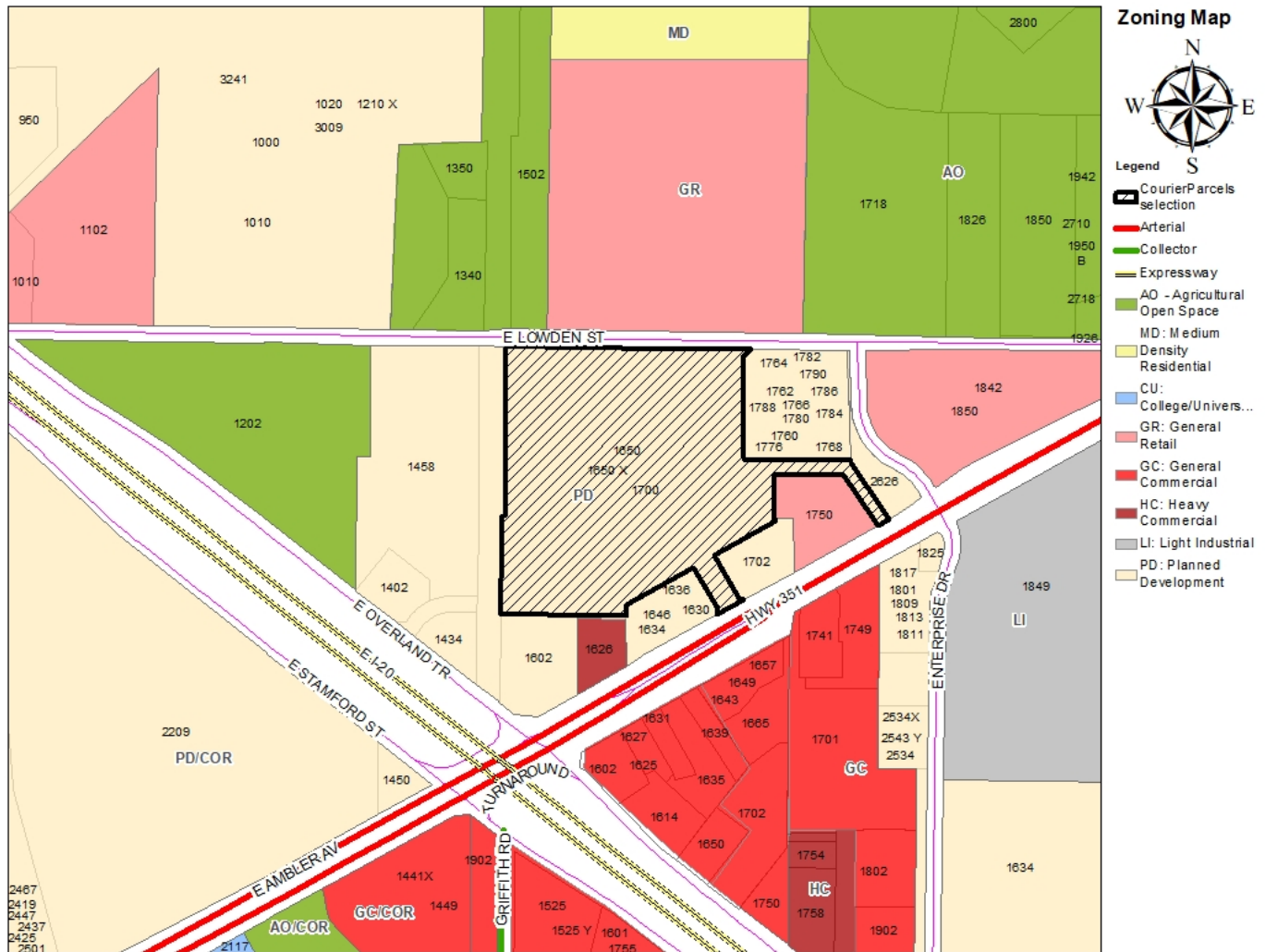
KEY LEGEND



LOCATION MAP



ZONING MAP





Hannah, Kiley <kiley.hannah@abilenetx.gov>

[Planning] Notice of Public Hearing Zoning -2024-17

Patricia D. Dial <PatDial@rmcdq.com>

Mon, May 20, 2024 at 3:11 PM

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Cc: "Patricia D. Dial" <PatDial@rmcdq.com>

Kiley,

Thank you for answering my questions today on the rezoning around the Walmart on Hwy 351.

For the Dairy Queen property operators on Hwy 351, we are in favor of the rezoning if the containers are for holiday seasonal use.

We would not like containers lining our property line to the North but if around the back of Walmart building, we are fine with this.

Thanks,

PDD

**Patricia D. Dial****Patricia D. Dial**

President

Richeson Management Corp.**Email:** PatDial@rmcdq.com**Tel:** 940-549-5041

P.O. Box 1299, 1711 Highway 16 South,

Graham, TX 76450

Web: www.RichesonDQ.com

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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/LV2PR20MB46551DBE3138080471DFFB19B9E92%40LV2PR20MB4655.namprd20.prod.outlook.com>.**ABILENE REZONING Z-2024-17.pdf**

179K



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

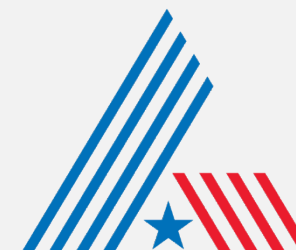
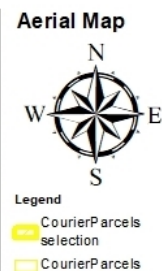
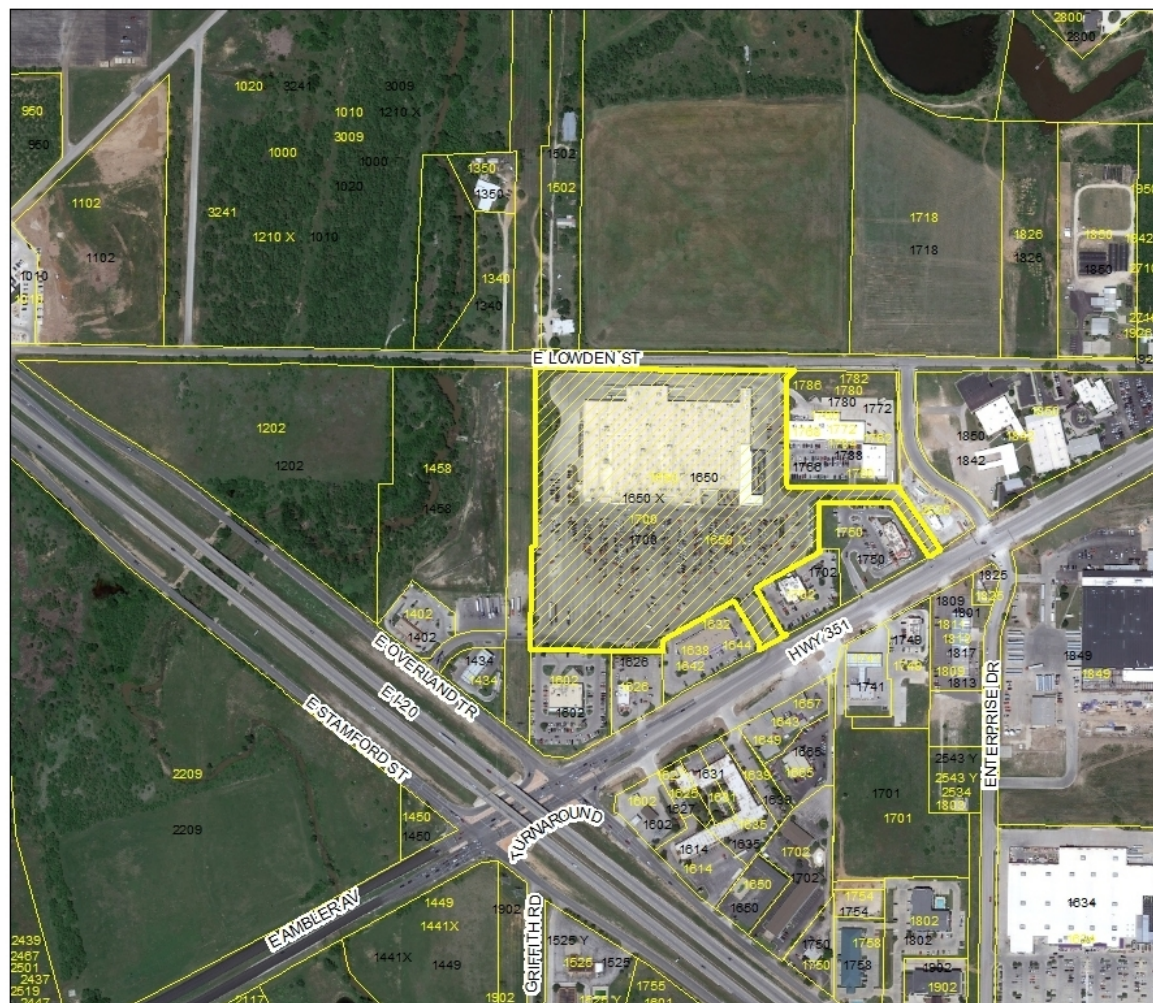
Planning & Zoning: June 4, 2024

Council Hearing: June 27, 2024
July 11, 2024





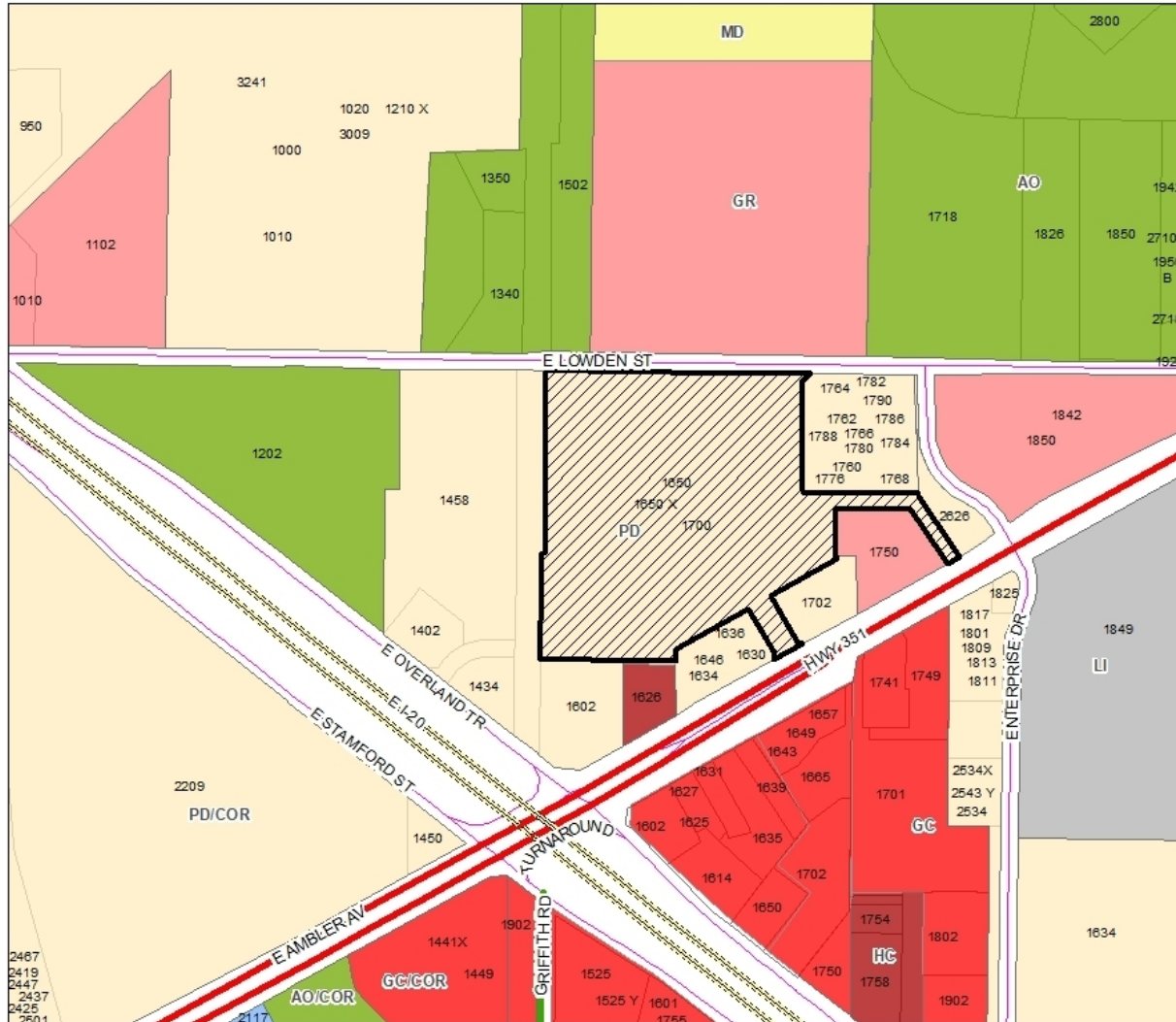
AERIAL LOCATION MAP



CITY OF
ABILENE
TEXAS



ZONING MAP



Zoning Map



- Legend
- Courier Parcels 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



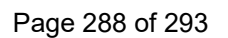
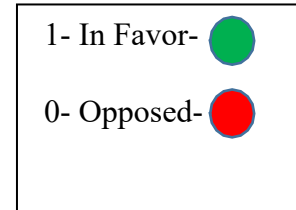
CITY OF
ABILENE
TEXAS





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: 7/11/2024

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 16. 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