



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

AMENDED

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on July 25, 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. Councilmember Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 11, 2024 (**Shawna Atkinson**)
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding a Bid CB #2456 to Masterscapes. (**Lesli Andrews**)
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Uniform Rental Contract with Unifirst (**Marjorie Knight**)
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Memorandum of Understanding with the Cities of Midland and San Angelo Regarding Implementation of Phase 1 of the Ft. Stockton Holdings Groundwater Project (**Robert Hanna**)
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Amendment to FAA Reimbursable Agreement AJW-FN-CSA-23-SW-005677 to Increase the Scope and Fee for FAA Project Oversight (**Don Green**)
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Purchase of Four (4) 2024 Ford Utility Trucks from Arrow Ford Through Bids Received from CB-2458 for Parks, Facilities Maintenance, and Water Distribution (**Don Green**)
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Bids from Ghost Robotics and Onyx Industries for Defense Economic Adjustment Assistance Grant (DEAAG) Project in support of Dyess Air Force Base (**Max Johnson**)
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Thornton Homes for 2449 Shelton St. (**Tim Littlejohn**)
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with NSNH LLC for 1225 Mesquite St. (**Tim Littlejohn**)
11. **Ordinance (First Reading) Z-2024-18:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd Inc, To Change The Zoning Of Approximately 0.40 Acres From Medium Density (MD) To Medical Use (MU). Located At 1750 Pine St. (**Tim Littlejohn**)
12. **Ordinance (First Reading) CUP-2024-05:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Apply A Conditional Use Permit (CUP) To A Property. Specifically, To Allow A Duplex And An Accessory Dwelling Unit (ADU) On A Lot Zoned Residential Single Family (RS-8) For A Total Of Three (3) Dwelling Units On The Lot. Located At 748 Washington Boulevard. (**Tim Littlejohn**)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

13. **Discussion:** Hold a Discussion and Public Hearing, and Receive Direction on the Activities of the Code Compliance Division (**Tim Littlejohn**)
14. **Ordinance (Final Reading) Z-2024-11:** Receive a Report, Hold a Discussion and Public Hearing, 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 located at 7455 Buffalo Gap Rd. (**Tim Littlejohn**)
15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on

Approving the Submission of an Application Seeking \$13,000,000 in Financial Assistance from the Texas Water Development Board for Implementation of a Lead Service Line Replacement Program (**Rodney Taylor**)

16. **Presentation:** Receive a Report and Hold a Discussion and Public Hearing, and Take Action on the Declaration by Mayor Weldon Hurt for Implementation of Two-Day a Week Watering Schedule in Accordance with Sec. 32-144 Year-Round Water Use Management of the City of Abilene Water Conservation Plan Ordinance (**Rodney Taylor**)
17. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Economic Development Plan (**Misty Mayo**)
18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Budget for the Development Corporation of Abilene, Inc. (**Misty Mayo**)

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

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

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

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 Amended meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 22nd day of July, 2024, at 8:15 a.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 11, 2024
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on July 11, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-11-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
July 11, 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 July 11, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were Deputy City Manager Mindy Patterson, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Pro-tem Kyle McAlister delivered the invocation.

Nora and Harper Hathorne 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 3-12. No item was pulled for individual consideration.

PUBLIC COMMENTS

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

- Bettye Gindratt
- Jason Wilson
- Dorothy Clay
- Melanie Myers

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 3-12. Councilmember Beard seconded the motion. Motion carried.

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

Councilmember Price had a conflict of interest on item 7 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 7 alone was:

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 27, 2024

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
[ASSIGNED RESOLUTION NO. 154-2024]
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.
[ASSIGNED RESOLUTION NO. 155-2024]
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
[ASSIGNED RESOLUTION NO. 156-2024]
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
[ASSIGNED RESOLUTION NO. 157-2024]
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
[ASSIGNED RESOLUTION NO. 158-2024]
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.
[ASSIGNED RESOLUTION NO. 159-2024]
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.
[ASSIGNED RESOLUTION NO. 160-2024]
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
[ASSIGNED RESOLUTION NO. 161-2024]
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.

REGULAR AGENDA

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.
[ASSIGNED RESOLUTION NO. 29-2024]

Mayor Pro-tem McAlister had a conflict of interest on this item, and left the room during deliberation. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Randal Anderson, Assistant Director of Planning & Development Services, presented the item. Adoption of the item would create a new Planned Development District (PD-187) at the above referenced property, allowing for Medium Density Residential (MD), with a maximum density of 4 dwelling units per lot, and 12 dwelling units per acre.

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

- Cheryl Sawyers
- Andrew Penns
- BC McCrave
- Rosten Callerman
- Claude Brown
- Robin Walls

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

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

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

NAYS (0): None

ABSTAIN (1): Mayor Pro-tem McAlister

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.
[ASSIGNED RESOLUTION NO. 30-2024]

Randal Anderson, Assistant Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms of the Planned Development District (PD-57) to allow the storage of shipping containers at the above referenced location.

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

- Madeline Hart

The following spoke in opposition to the item:

- Melanie Myers

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

Councilmember Price moved to approve the item with the amendment that the proposed site plan on page 238, and the engineering plan on page 242 of the agenda packet becomes Exhibit B, with the addition of the engineering schematics. Councilmember Regan seconded the motion; motion carried.

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

NAYS (0): None

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.
[ASSIGNED RESOLUTION NO. 31-2024]

Randal Anderson, Assistant Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms of the Planned Development District (PD-187) to allow the storage of shipping containers at the above referenced location.

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

- Tim Martin

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

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

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:40 a.m., pursuant to the following of the Open Meetings Act.

No items were discussed during Executive Session.

The Executive Session ended at 9:43 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 9:44 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Bid CB #2456 to Masterscapes. (Lesli Andrews)

GENERAL INFORMATION

The City Manager is requesting the City Council award a bid to Masterscapes in the amount of \$167,024.80 for CB #2456 All Kind Irrigation and Landscape plan for the landscaping and irrigation of the new Pet Adoption Rescue Center. Bids were advertised in the Abilene Reporter News on June 9th and 16th. Bids were opened on June 27th at 2:00PM. A total of three bids were received. Mastercapes was low bid. The bid is for 120 working days.

The landscaping and irrigation of the project is a responsibility of the City.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funds for this component of the Animal Shelter project are included in the Minor Improvement Fund. The cost is \$167,024.80. City management has allocated up to \$175,000 in the Minor Improvement Fund for this component of the project. It should be noted that these are additional dollars outside the Chapter 380 Agreement funding construction and design of the shelter project, and the project is being managed by the City of Abilene, not All Kind Animal Initiative. This is a City project.

STAFF RECOMMENDATION

Staff recommends awarding CB#2456 to Masterscapes.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 7_17_2024 Resolution Masterscapes Landscape and Irrigation All Kind Services
2. Masterscapes All Kind
3. Animal Shelter Landscape
4. CB-2456 Irrigation - Grass Limits (PDF)
5. CB2456TAB
6. Presentation - Masterscapes Landscape and Irrigation All Kind Services

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
MASTERSCAPES FOR THE LANDSCAPE AND IRRIGATION PLAN FOR ALL KIND
SERVICES**

WHEREAS, the City of Abilene intends to have landscape and irrigation at the new All Kind Services facility; and

WHEREAS, the City advertised a Best Value Bid Proposal on June 9th and June 16th, 2024; and

WHEREAS, on June 27th, 2024 the City of Abilene received three bids; and

WHEREAS, the City completed evaluations of all bids and determined that Masterscapes is the best value and low bid; and

WHEREAS, the funding for the project will come from the Minor Improvement Fund.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Masterscapes for the Landscape and Irrigation plan for an amount of \$167,024.80

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

ADOPTED this 25th day of July 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 25th day of July, 2024, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Masterscapes of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – Irrigation and landscape for new All Kind Animal Shelter

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

In consideration of this Work, the City will pay the Contractor the sum of \$167,024.80.

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

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

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

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

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel;

and (2) will not boycott Israel during the term of the agreement. The term “company” does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

MasterScapes



Signature

Lakyn Lane

Name - Typed or Printed

Project Coordinator

Title - Typed or Printed

Business Address:

331 Bacacita Farms Rd.

Abilene, TX 79602

325-692-1838

Business Phone No.

75-2623791

Federal Tax I.D.#

ATTEST: (If Corporation)

None

Corporate Secretary's Signature

Corporate Seal

(if none, write "None")

CITY OF ABILENE

Authorized Signature

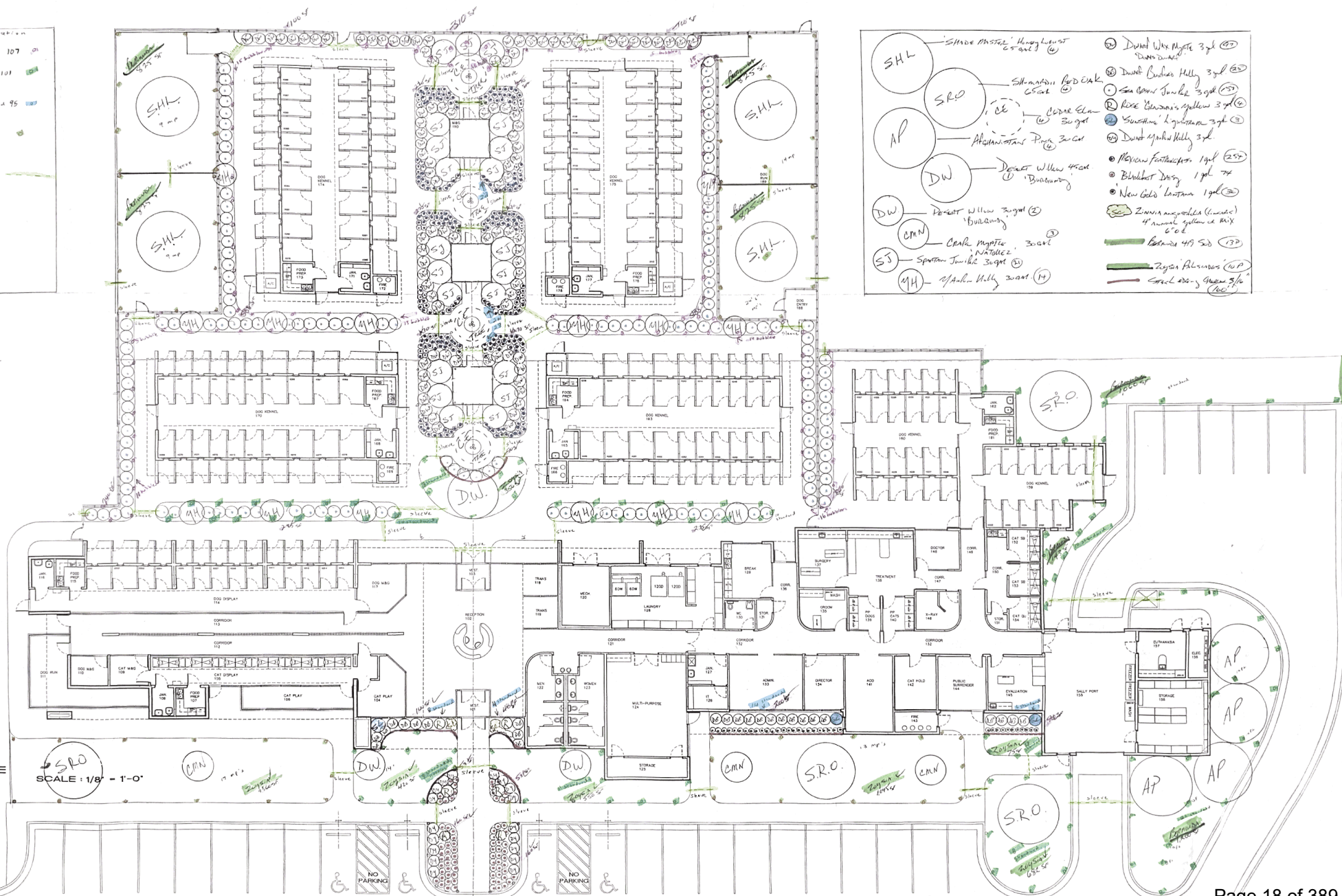
APPROVED:

City Attorney

ATTEST:

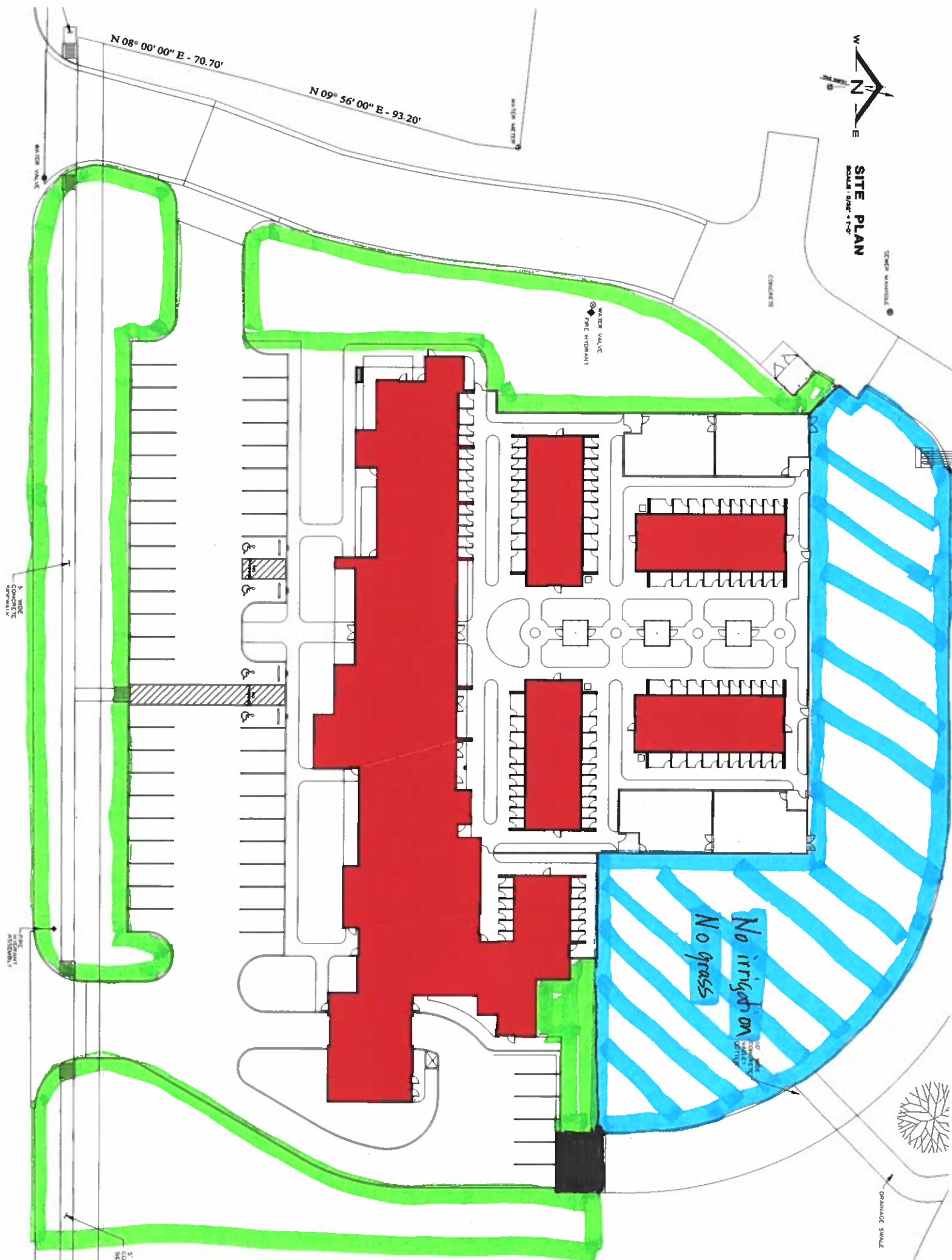
City Secretary

Seal:



SITE PLAN

SEWING MACHINE



PAGE
1 OF 1

MPG CONSTRUCTION
TUSCOLA, TX

[illegible]

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Enter Into a Contract with Masterscapes for Landscape and Irrigation Plan at New All Kind Services Facility

July 25, 2024





General Information:

- In June 2024 a Best Value Bid was submitted by Masterscapes for the Landscape and Irrigation Plan.
- The project includes installation of all landscape and irrigation outlined in the approved plan for the new All Kind Services facility located at ES11th.
- Funds for the project to come from Minor Improvement Fund.
- The cost of the project is \$167,024.80.
- Project anticipated to take 120 days.





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Uniform Rental Contract with Unifirst (*Marjorie Knight*)

GENERAL INFORMATION

Staff is requesting approval to enter into a uniform rental agreement with Unifirst Corporation using the Buyboard Purchasing Cooperative contract #670-22.

The City's prior uniform rental agreement covered a period of three years and has expired. Staff has requested the new agreement also cover a three-year period.

This service will provide uniforms and laundering for approximately 200 employees across multiple City departments and divisions.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The contract has averaged almost \$128,000 annually over the past three years. These charges will be funded from the budgets of the various departments and divisions utilizing the services.

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Authorizing a Uniform Rental Contract with Unifirst
2. Unifirst Contract for Uniform Rental Services
3. Presentation-Unifirst Contract for Uniform Rental

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNIFIRST
CORPORATION FOR UNIFORM RENTALS.**

WHEREAS, the City's uniform rental contract is in need of renewal; and,

WHEREAS, it is anticipated that the contract will exceed \$50,000 annually; and,

WHEREAS, Unifirst Corporation has a contract with Buyboard pricing; and,

WHEREAS, funds have been budgeted in various departments for uniform rental; and,

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

PART 1: That the City Council authorizes the City Manager to execute a contract with Unifirst Corporation for uniform rental for a three year period.

PART 2: Funding for this contract will be provided in the annual operating budgets of the various departments utilizing the service.

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

ADOPTED this 25th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This Contract, dated the 25th day of July, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Unifirst a Corporation organized under the laws of the State of Texas ("Contractor").

The purpose of this services contract is to state the terms and conditions under which Contractor will provide uniform rental services to the City during the term stated herein.

In consideration of the mutual promises contained in this contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 1095 calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City as an additional insured with respect to operations for which this Contract is made.
2. Provide for thirty (30) day advance written notice of cancellation or material change.

C. TYPES AND AMOUNT OF INSURANCE

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

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

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. NOTICE

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

City - ATTN: Melissa Gorman
P.O. BOX 60
Abilene, Texas 79604-0060

Contractor - ATTN: Joshua Devine, Unifirst
48 Windmill Circle
Abilene, Texas 79606

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

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

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids for this Contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion, or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

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

XIX. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the

agreement. The term “company” does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

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

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

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

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

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

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

CONTRACTOR

By: *Unifirst, Joshua Devine*

Title: *Branch Manager*

Address: *48 windmill circle
Abilene, TX 79606*

Phone Number: *325-695-0570*

Federal Tax ID #:

74-2861951

ATTEST:

ATTEST: (If Corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (If available):

City Attorney

ATTACHMENT A
SCOPE OF SERVICES

Uniform Rental Agreement – BuyBoard Contract #670-22

The City of Abilene Uniform Rental Agreement is for approximately 200 employees. The term of this Agreement will be for a three (3) year period.

The City of Abilene reserves the right to cancel the rental contract by submitting written notice to the contractor ninety (90) days before the effective date of the cancellation.

Each employee will be provided with 11-13 uniforms.

Each department/division will have the option to select their uniform style, color and material content.

Employees are to be properly sized. Oversize or loose uniforms will not be accepted. A maximum of two (2) inches will be allowed for alterations on pant inseams.

Uniform fittings will be performed at City facilities. Uniform fittings must be coordinated with each department/division.

All uniforms issued with the initial contract will be replaced as needed in order to keep employees looking their best throughout the contract. Garment replacements will be with new garments. The replacement status of the garment will be determined by the Purchasing Administrator, Supervisor and successful bidder.

Any employee added after the initial issue of uniforms will receive new uniforms.

Uniform pickups and deliveries will occur on the same day and time each week and will be checked by route person and City designated employee at each location. Delivery schedules conflicting with holidays will need to be rescheduled with the Supervisor at each location.

The successful bidder shall provide check cards or some other method for recording pickups, deliveries, shortages, damages, etc.

Uniforms delivered in a "non-presentable" condition will be considered as a shortage and deducted from the invoice if not corrected within two working days after notation of discrepancy.

"Non-Presentable" shall mean, but is not limited to: missing buttons, soil, oil or grease stains, broken or missing zipper, wrong size, wrinkled, torn or non-repaired garments.

The Division Representative will notify uniform contractor when to drop an employee from the contract. Billing for employee's uniforms will stop immediately after notification.

The City will reserve the option to rent shirts or pants only.

CITY OF ABILENE
BID FORM
UNIFORM RENTAL AGREEMENT
TEXAS BUY BOARD CONTRACT # 670-22

1. INDUSTRIAL SHIRT Easy-care 65/35 poly/cotton, banded collar, two (2) front pockets. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT, SOLID (0102)	1.43 (.13 each)
SHORT-SLEEVE SHIRT, SOLID (0202)	1.43 (.13 each)
LONG-SLEEVE SHIRT, STRIPE (all 65/35 button up styles)	1.43 (.13 each)
SHORT-SLEEVE SHIRT, STRIPE (all 65/35 button up styles)	1.43 (.13 each)

2. INDUSTRIAL SHIRT - soft, 100% cotton twill, banded collar Brand Bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT, SOLID (0101)	1.98 (.18 each)
SHORT-SLEEVE SHIRT, SOLID (0201)	1.98 (.18 each)
SHORT-SLEEVE SHIRT, MICROCHECK(04UM) (15UM) (03UM)	1.98 (.18 each)

3. OXFORD DRESS SHIRT - 60/40 cotton/poly oxford cloth, back box pleat, banded button-down collar. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT, SOLID	2.60 (.236 each)
SHORT-SLEEVE SHIRT, SOLID	2.60 (.236 each)
LONG-SLEEVE SHIRT, STRIPE	2.60 (.236 each)
SHORT-SLEEVE SHIRT, STRIPE	2.60 (.236 each)

4. POLO-STYLE/PULLOVER SHIRT — 50/50 poly/cotton, short-sleeve with collar. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
SHORT-SLEEVE SHIRT(04AC) (02CH) (0268) (04MM) (04MR)	2.20 (.20 each)
LONG-SLEEVE SHIRT (08AP)	2.97 (.27 each)
SHORT-SLEEVE SHIRT (04MF) (05MF)	2.37 (.37 each)
SHORT-SLEEVE SHIRT (04MO)	3.30 (.30 each)
SHORT-SLEEVE SHIRT	

Pricing based on 11 issues

5. SMOCK — 80/20 poly/cotton wrinkle resistant, slightly tapered fit, cuffed sleeves, button-down front, deep patch pockets. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
SHORT-SLEEVE SMOCK (4520)	2.38 (.215 each)

6. INDUSTRIAL PANT — 65/35 poly/cotton rugged twill, dress style waistband, on-seam front and set-in back pockets, reinforced seam stitching, solid brass zipper. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
65/35 INDUSTRIAL PANT (1002) (10A1) (1122) (10DO) (10B2) (1138)	2.20 (.20 each)

7. MIMIX PANTS- 65/35 poly/cotton twill. 10oz woven stretch

ITEM	PRICE PER WEEK
65/35 MIMIX PANT (10MX)	5.50 (.50 each)

8. INDUSTRIAL COTTON PANT - 100% cotton preshrunk twill, reinforced seam stitching, solid brass zipper. Brand bid: UniFirst/ Red Kap

ITEM	PRICE PER WEEK
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COTTON INDUSTRIAL PANT (1001)	2.20 (.20 each)
-------------------------------	-----------------

9. COTTON JEAN — Durable 100% prewashed cotton denim, brass zipper and button closure. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
COTTON JEAN (1091) (10HD) (12UH)	2.75 (.25 each)

10. WRANGLER COWBOY CUT JEAN 13MWZ JEAN — 100% cotton, 14-3/4 oz. denim

ITEM	PRICE PER WEEK
WRANGLER 13MWZ JEAN (1118)	5.50 (.50 each) *
WRANGLER REGULAR FIT JEAN (1150)	5.50 (.50 each) *

11. SHORTS - 65/35 poly/cotton

ITEM	PRICE PER WEEK
Shorts-65/35(1034) (1271)	1.54(.14 each)

11. WRANGLER RELAXED FIT JEAN— 100% cotton, 14-3/4 oz. preshrunk denim, fuller seat and thigh, brass zipper, button closure.

ITEM	PRICE PER WEEK
WRANGLER RELAXED FIT JEAN (1144)	5.50 (.50 each) *

12. DENIM SHIRT

ITEM	PRICE PER WEEK
BIG BEN - DENIM SHIRT (0178)	3.52 (.32 each) *

13. MEN'S JEAN-STYLE PANT— 65/35 poly/cotton twill, brass zipper, button closure, boot cut leg. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
MEN'S JEAN STYLE PANT (1060)	2.79 (.253 each)

14. WOMEN'S JEAN-STYLE PANT— 65/35 poly/cotton twill, brass zipper, button closure, straight leg.
Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
WOMEN'S JEAN-STYLE PANT (1043)	2.75 (.25 each)

15. COTTON COVERALL— 100% cotton, two (2) back, hip and chest pockets. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
COTTON COVERALL (3001)	6.24 (.567 each)
JACKET-65/35 HIPLINED WAIST (1527) (15EL)	1.00 (.50 each)

16. TWILL COVERALL — 65/35 poly/cotton twill, action back, reinforced seams

ITEM	PRICE PER WEEK
TWILL COVERALL (3002)	4.24 (.385 each)

17. REFLECTIVE TAPE cotton SHIRT — 100% cotton, action back, reinforced seams

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT (01DD)(07AG)(08AG)	5.72 (.52 each)
SHORT-SLEEVE SHIRT (02DD)	4.51 (.41 each)
ENHANCED SHORT-SLEEVE (023C)	3.52 (.32each)

18. CHAMBRAY SHIRT — 65/35 poly, action back, reinforced seams

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT (0108) (03YB)	1.87 (.17 each)
SHORT-SLEEVE SHIRT (0208)	1.49 (.135 each)

19. Oil Block Shirts – 65/35 Poly/cotton ripstop

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT (01OB)	5.50 (.50 each)

SHORT-SLEEVE SHIRT (02OB)	5.50 (.50 each)
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20. MIMIX SHIRTS- 4.5OZ. 65/35 POLY/COTTON

ITEM	PRICE PER WEEK
MENS SHORT-SLEEVE SHIRT (06MX)	2.75 (.25 each)
WOMENS SHORT-SLEEVE SHIRT (05MX)	2.75 (.25 each)
MENS LONG-SLEEVE SHIRT (08MX)	2.75 (.25 each)

21. HIGH VIS SHIRTS- 65/35 POLY/COTTON

ITEM	PRICE PER WEEK
SHORT-SLEEVE SHIRT (06DH) (09DH) (06MH) (09MH)	10.67 (.97 each)

22. List all sizes that are considered oversize and their fees.

There will be an oversize garment charge of \$.75 per garment for:
Pants: Men's size 44" waist and up and 35" inseam and up. Women's size 22 and up.
Shirts: Men's size 18" neck and above and 35" sleeves and up. Women's size 22 and up.

23. List all set-up fees on uniforms for initial order

Customer will use current garments, UniFirst will change garments as needed.

24. List all set-up fees for add-on uniforms during the contract

\$28 plus oversize charges, if applicable. Add Man fee \$28.50 Name \$.50 Company \$1.00 Prep \$.50
*Optional Program-Ongoing emblem \$.02 per shirt, coverall and jacket (\$49.18 weekly). Ongoing prep
\$.02 per garment (\$91.06 weekly) *

25. Application of emblems will be done by successful bidder. Two (2) standard size identification emblems will be used; city logo w/department or division and employee name. List Fee:

Emblem application is free.

26. If uniforms need to be pressed, state the fee for each garment.

Cotton shirts, executive shirts, white shirts, striped shirts, Wranglers, and pleated pants are pressed (industrial press). The fee is included in the rental. We do not press polo shirts, 65/35 work shirts, 65/35 pants or 100% cotton jeans.

27. List alterations done at no cost to the city.

Button replacement, loose seams, hemming pant length, belt loops, patch small holes and re-sew emblems. UniFirst no longer replaces or repairs zippers. The garment needing new zippers will be replaced with a replacement garment.

28. List all other alterations or fees.

UniFirst does not alter the shirts or waist of the pants. UniFirst would rather exchange the garments for the correct size.

29. All repairs on uniforms will not be larger than one (1) inch square. Repairs will be done at the discretion of the supervisor. List fee for replacing torn garments that are not repairable.

No fees assessed if the garment is 18 months old or older. If the garment is not 18 months old, replacement fees will apply. See # 28.

30. List fee for replacement of garments due to normal wear and tear.

Shifts, coveralls, and jackets - on going emblem and prep will cover, (oversize charge if applicable)
Pants — On going prep will cover, oversize charge if applicable.
Ongoing Fees also apply for size exchanges as well.

31. List replacement fee for garments lost or damaged by city employees.

65/35 shirts - \$7.55, Cotton shirts - \$10.50, Oxford dress shirt - \$17.93, Polo's — see polo addendum, Smocks - \$9.54, 65/35 Industrial pant - \$13.50, 100% cotton pant - \$13.50, Cotton jean - \$11.85, Wranglers.
— see Wrangler addendum, Big Ben denim shirt - \$20.90, Women's 65/35 pant - \$11.87, Cotton Coverall \$20.72, 65/35 Coverall - \$16.35, Reflective shirts- \$24.10

32. Will credit be issued for extended absences, such as one (1) week or More for illness/hospitalization?

UniFirst can not issue sick credit

33. Will credit be issued for employee vacations, approximately three (3) weeks per year?

UniFirst can not issue vacation credit

31. List the style, size, and price of mats available.

3x5 great impression Inat \$1.75, 4x'6 great impression mat \$2.75, 3x10 great impression mat \$3.50, 3x'5 safety mats and welcome mats \$2.25, 3x5 scrapper \$1.00, 4x6 scrapper 2.00

32. List the style and price of available mops.

24" dust mop \$.67, 48" dust mop \$1.25 60" dust mop \$1.50

Wet mop 32 oz. \$1.00 Mop frames and handles will be provided at no cost.

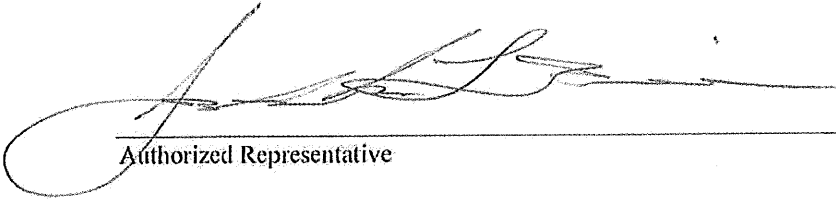
33. List the style and prices of available towels.

Bar towels and swipe towels are \$. 14 each plus a 2% replacement charge of the inventory at \$.55. Red and white wipers are \$.07 plus a 3% replacement charge of the total inventory at \$.32 each. Microfiber towels- \$.23 each, Fender covers-\$2.00ea

34. Explain the replacement cost and policy for Wrangler Jeans.

Please see addendum for Wranglers, Polos.

Unifirst Corporation
Company Name



Authorized Representative

48 Windmill Cr. Abilene, TX 79606
Address

(325) 695-0570
Phone Number



ADDENDUM FOR POLO SHIRTS

- 1) Any employees stopping polo shirt service or exchanging Polo Shirt styles will be required to purchase all Polo Shirts at appropriate value. If a size change is needed, new Polo Shirts will be provided.
- 2) At the end of the agreement all Polo Shirts will be purchased at the appropriate value. (All other garments will remain the property of UniFirst.)

REPLACEMENT COST

0 – 6 MONTHS = \$13.00/SHIRT
7 – 12 MONTHS = \$8.00/SHIRT
OVER 12 MONTHS = \$5.00/SHIRT

BY: _____
Authorized Representative

Date

BY: 
UniFirst Corporation – General Manager


Date



ADDENDUM FOR WRANGLER JEANS

- 1) Any employees stopping or changing Wrangler service will be required to Purchase all Wranglers at appropriate value. If a size change is needed, new Wranglers will be provided.
- 2) Wranglers will be replaced with new as needed, after 18 months in service. Prior to 18 months of service they will be replaced with new Wranglers at Appropriate replacement cost.
- 3) At the end of the agreement all Wranglers will be purchased at appropriate Value. (All other garments will remain the property of UniFirst.)

REPLACEMENT COST

0 – 6 MONTHS = 18.00/PAIR
7 – 12 MONTHS = \$13.00/PAIR
OVER 12 MONTHS = \$9.00/PAIR

BY: _____
Authorized Representative

Date

BY: 
UniFirst Corporation – General Manager

02/06/2024
Date

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$___see attached Bid Forms for Costs___ per hour, or per the attached schedule, not to exceed \$___N/A___.

Contractor must submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. City will pay invoices according to its normal payment procedures.

OPTION 2

Payment is in a lump sum amount of \$Click or tap here to enter text. upon completion of the work and written acceptance by the City.

No mechanic, contractor, subcontractor, materialman, or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, if required by the City, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this Contract have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by the City.

No mechanic, contractor, subcontractor, materialman, or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, if required by the City, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials, and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this Contract have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

(End of Document)

Resolution – Awarding a Uniform Rental Contract to Unifirst





Awarding a Uniform Rental Contract to Unifirst

- The City's uniform rental services contract has expired.
- The contract provides uniform rental services for approximately 200 City employees across various departments and divisions
- Annual spend averages approximately \$128,000
- Staff recommends awarding a contract to Unifirst using Buyboard pricing for a 3-year period
- Funded with operating budgets of participating departments and divisions





Awarding a Uniform Rental Services Contract to Unifirst

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Memorandum of Understanding with the Cities of Midland and San Angelo Regarding Implementation of Phase 1 of the Ft. Stockton Holdings Groundwater Project (Robert Hanna)

GENERAL INFORMATION

In May 2011, the three cities entered into an Interlocal Agreement for the purpose of working together to develop water management strategies to address future water needs of the cities. In June 2018, the cities entered into a new Interlocal Agreement for the same purpose, but with slightly different duties and conditions between the cities. The 2018 Interlocal Agreement replaced the 2011 Interlocal Agreement.

In May 2020, the cities entered into an Interlocal Agreement whereby the City of Midland assigned to Abilene and San Angelo a portion of the rights and obligations under a Water Contract between Fort Stockton Holdings LP and Midland for the purchase of groundwater.

To set forth the rights and responsibilities of the cities regarding the 2020 Interlocal Agreement, and the initial design, laying and construction of Phase 1 of the project, the cities seek to enter into a Memorandum of Understanding.

Under the terms of the Memorandum of Understanding, the City Managers and Water Utility Directors of each city shall make up a Technical Advisory Committee. The Technical Advisory Committee is tasked with making decisions related to the technical requirements of the project, and making recommendations to the Policy Committee. The Policy Committee consists of the Mayors of each city. The City of Midland will take the lead role in procuring consultants and contractors regarding Phase 1 of the project. Midland shall pay the fees of such consultants and contractors, and Abilene and San Angelo shall reimburse Midland according to their pro-rata shares as set forth in the 2020 Interlocal Agreement. Abilene's pro-rata share is 29.6%. San

Angelo's pro-rata share is 17.6%.

This Memorandum of Understanding will replace the 2018 Interlocal Agreement between the cities.

All real property interests and infrastructure of Phase 1 of the project shall be jointly owned by the cities.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council approve execution of the Memorandum of Understanding between Abilene, Midland and San Angelo.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2024 Resolution MOU AB Midland SA
2. 2024.07.10_Memorandum of Understanding (Execution Version)
3. Fort Stockton Water Interlocal Agreement (05.14.20 Executed by Midland, Abilene & San Angelo)
4. MOU Ab Midland San Angelo Groundwater

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS,
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ABILENE, THE CITY OF MIDLAND, AND THE CITY OF
SAN ANGELO REGARDING PHASE 1 OF GROUNDWATER SUPPLY PROJECT**

WHEREAS, Abilene, San Angelo and Midland (“Cities”) have determined that they have common issues related to securing adequate water supplies for their respective residents; and

WHEREAS, the Cities have been cooperating in the evaluation, selection, and development of water management strategies to address such issues; and

WHEREAS, as part of that cooperation, pursuant to that certain Untreated Groundwater Supply Contract between Midland and Fort Stockton Holdings, L.P., a Texas limited partnership, dated effective May 12, 2020 (the “Groundwater Contract”) Midland purchased 28,400 acre-feet of groundwater from Fort Stockton Holdings, L.P., and through an Interlocal Agreement dated effective as of May 14, 2020 by and among the Cities (the “Initial ILA”), assigned an undivided interest in the groundwater to Abilene and San Angelo with 8400 acre-feet of such groundwater being assigned to Abilene and 5000 acre-feet of such groundwater being assigned to San Angelo, and with Midland retaining 15,000 acre-feet of such groundwater; and

WHEREAS, the Initial ILA further provided that the out-of-pocket costs and expenses incurred by the Cities in connection with the initial design, laying and construction of the Infrastructure (as defined in the Initial ILA) would be borne by and paid for proportionally by Abilene in accordance with Abilene’s Pro-Rata Share (as defined in the Initial ILA), by Midland in accordance with Midland’s Pro-Rata Share (as defined in the Initial ILA), and by San Angelo in accordance with San Angelo’s Pro-Rata Share (as defined in the Initial ILA); and

WHEREAS, the Cities intend for the initial design, laying and construction of the Infrastructure (as defined in the Initial ILA) (the “Project”) to be completed in multiple phases; and

WHEREAS, the Cities are ready to move forward with the initial phase of the Project (“Phase 1”) and desire to further define in this MOU the rights and responsibilities of the Parties as they relate to the development of Phase 1 of the Project; and

WHEREAS, the City Council finds that it is in the public interest to authorize the execution of the Memorandum of Understanding between the Cities for the purposes stated above.

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

PART 1: That the City Manager is hereby authorized and directed to execute, on behalf of the City of Abilene, a Memorandum of Understanding between the City of Abilene, the City of Midland, and the City of San Angelo; provided, however, that the City Manager shall not execute

said Memorandum of Understanding unless and until such agreement has been approved by the governing bodies of the City of Midland and the City of San Angelo.

PART 2: That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Abilene, any and all related agreements, amendments, easements, legal instruments, or documents necessary and appropriate to carry out the intent of said Memorandum of Understanding.

PART 3: That this Resolution is effective immediately upon approval by the City Council.

ADOPTED THIS 25th DAY OF JULY, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”), dated effective as of the Effective Date (as defined below), is entered into by and among the City of Abilene, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“Abilene”), the City of Midland, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“Midland”), and the City of San Angelo, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“San Angelo”). Abilene, Midland and San Angelo are each referred to individually herein as a “Party”, and collectively as the “Parties”.

RECITALS:

WHEREAS, the Parties have determined that they have common issues related to securing adequate water supplies for their respective residents; and

WHEREAS, the Parties have been cooperating in the evaluation, selection, and development of water management strategies to address such issues; and

WHEREAS, as part of that cooperation, pursuant to that certain Untreated Groundwater Supply Contract between Midland and Fort Stockton Holdings, L.P., a Texas limited partnership, dated effective May 12, 2020 (the “Groundwater Contract”) Midland purchased 28,400 acre-feet of groundwater from Fort Stockton Holdings, L.P., and through an Interlocal Agreement dated effective as of May 14, 2020 by and among the Parties (the “Initial ILA”), assigned an undivided interest in the groundwater to Abilene and San Angelo with 8400 acre-feet of such groundwater being assigned to Abilene and 5000 acre-feet of such groundwater being assigned to San Angelo, and with Midland retaining 15,000 acre-feet of such groundwater; and

WHEREAS, the Initial ILA further provided that the out-of-pocket costs and expenses incurred by the Parties in connection with the initial design, laying and construction of the Infrastructure (as defined in the Initial ILA) would be borne by and paid for proportionally by Abilene in accordance with Abilene’s Pro-Rata Share (as defined in the Initial ILA), by Midland in accordance with Midland’s Pro-Rata Share (as defined in the Initial ILA), and by San Angelo in accordance with San Angelo’s Pro-Rata Share (as defined in the Initial ILA); and

WHEREAS, the Parties intend for the initial design, laying and construction of the Infrastructure (as defined in the Initial ILA) (the “Project”) to be completed in multiple phases; and

WHEREAS, the Parties are ready to move forward with the initial phase of the Project (“Phase 1”) and desire to further define in this MOU the rights and responsibilities of the Parties as they relate to the development of Phase 1 of the Project.

AGREEMENT:

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

1. PROJECT - PHASE 1

1.1. Technical Advisory Committee

- 1.1.1. The City Managers and Water Utility Directors of each Party shall make up a Technical Advisory Committee.
- 1.1.2. The Technical Advisory Committee will be responsible for making decisions related to the technical requirements of the Project and making recommendations to the Policy Committee (as defined herein).
- 1.1.3. Minutes shall be taken at each meeting of the Technical Advisory Committee. The representative(s) on the Technical Advisory Committee from the respective city hosting the meeting of the Technical Advisory Committee shall be responsible for preparing minutes of the meeting, unless otherwise agreed among the members of such Committee. Such minutes shall be approved by all members of the Technical Advisory Committee to be considered final. Final copies of all minutes shall be shared with all members of the Technical Advisory Committee and the Policy Committee (as defined herein).

1.2. Phasing. Project work will be conducted in phases as agreed upon by the Technical Advisory Committee.

- 1.2.1. Phase 1 Objectives. The overall objectives for Phase 1 of the Project are set forth on Schedule 1 attached hereto.

1.3. Securing Contractors and Consultants. All contractors and consultants for the Project shall be secured through procurement processes conducted by Midland.

- 1.3.1. All procurements shall comply with all State and Federal rules, regulations and statutes applicable to procurement processes.
- 1.3.2. Prior to advertising any requests for proposals or competitive bids for proposed contracts with contractors or consultants (including, without limitation, with engineering consultants, hydrologists, environmental consultants, and land acquisition professionals) Midland shall seek input from the Technical Advisory Committee on the development of lists of qualified contractors and consultants to solicit for bids or proposals and the scope of the proposed contract. No contract related to the Project that is for the benefit of all Parties shall be submitted for Midland City Council consideration or otherwise executed unless Abilene and San Angelo have been given an opportunity to first offer objections to and/or approval of the scope of the contract, the qualifications of the proposed contractor or consultant, or the selection of the contractor or consultant. Notwithstanding any contrary provision contained in this MOU, or the provisions of this Section 1.3, the award and execution of any such contract between Midland

and a contractor or consultant shall be in the discretion of the Midland City Council.

1.3.3. Each Party shall designate a representative from the Technical Advisory Committee to serve as such Party's point of contact with the contractors and consultants hired to work on the Project. All contracts for work under this MOU shall contain provisions allowing such designated representatives of each Party to contact the contractor or consultant for discussions and updates on the work. Any material information gained from a contractor or consultant shall be shared with the other designated representatives of the Parties.

1.3.4. Costs of all contracts approved under this MOU shall be shared proportionately by the Parties in accordance with their respective Pro-Rata Shares (as defined in the Initial ILA). Costs for any contracts related to the Project executed prior to the execution of this MOU shall be borne by the Party executing the contract and will not be a shared cost. Payments to contractors or consultants shall be made by Midland with reimbursement by Abilene and San Angelo of their respective Pro-Rata Shares (as defined in the Initial ILA) of such payment(s), unless otherwise required by any Party's bond counsel. On a quarterly basis, Midland shall send to Abilene and to San Angelo invoices reflecting the respective Pro-Rata Shares (as defined in the Initial ILA) of costs incurred during the then preceding calendar quarter for which such parties are obligated to reimburse Midland under the terms and provisions of this MOU, and within thirty (30) days of Abilene's and San Angelo's receipt of each such invoice from Midland, Abilene and San Angelo shall pay Midland the respective amounts of such invoices.

1.4. Lobbyist. The cost of any lobbyist hired by a Party related to this MOU shall be paid by the Party hiring such lobbyist and such cost shall not be a shared expense.

1.5. Policy Committee. The Mayors of the Parties shall comprise a policy committee (the "Policy Committee") that shall meet as necessary to develop policy direction for the Project. The City Manager of each Party may also attend meetings of the Policy Committee. Minutes shall be taken at each meeting of the Policy Committee. The representative(s) on the Policy Committee from the respective city hosting the meeting of the Policy Committee shall be responsible for preparing minutes of the meeting, unless otherwise agreed among the members of such Committee. Such minutes shall be approved by all members of the Policy Committee to be considered final. Final copies of all minutes shall be shared with all members of the Policy Committee and the Technical Advisory Committee.

2. **INFRASTRUCTURE**. All Infrastructure (as defined in the Initial ILA) and all real property interests (including, without limitation, easements and rights-of-way) acquired or used by the Parties in connection with such Infrastructure shall be jointly owned by the Parties in accordance with their respective Pro-Rata Shares (as defined in the Initial ILA). Each Party agrees to work cooperatively in assisting any other Party in connection with

such other Party securing debt as necessary for the financing of such other Party's rights and obligations under the Project, including the execution of all necessary documents to that end.

3. **TERM.** This MOU shall be effective for all purposes as of the date the last Party signs this MOU (the "Effective Date") and shall continue until the earlier to occur of (i) the expiration or termination of the Groundwater Contract, or (ii) the completion of the work to be conducted under the terms and provisions of this MOU related to Phase 1 of the Project.

4. **SEVERAL LIABILITY.** Notwithstanding anything to the contrary contained in this MOU, the Parties acknowledge and agree that each Party shall have no liability or responsibility for any obligations or liabilities of any other Party under this MOU. In the event any Party pays any amount in connection with this MOU which is attributable to the obligations or liabilities of another Party to this MOU, upon written request such other Party shall promptly reimburse the paying Party for such amount.

5. **FINANCING REQUIREMENTS.**

5.1 Nature of Payments. The Parties understand and agree that any payments made to Midland under this MOU or under the Initial ILA constitute reasonable and necessary "operating expenses" of Abilene and San Angelo's waterworks system as defined in Section 1502.056 Texas Government Code, as amended.

5.2 Federal Tax Law Requirements. Midland understands and acknowledges that Abilene and San Angelo may wish to fund Abilene's Pro-Rata Share and San Angelo's Pro-Rata Share, respectively, at the lowest cost possible by issuing one or more series of debt obligations designated as "tax-exempt obligations" under Section 103 of the Internal Revenue Code of 1986 ("Tax-Exempt Bonds"). If either Abilene or San Angelo are required to deliver a no-arbitrage certificate, certificate as to tax exemption, or federal tax certificate (in any case, a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, Midland agrees to provide, or cause to be provided, such facts and estimates as either Abilene or San Angelo reasonably considers necessary to enable it to execute and deliver its Tax Certificate. Midland represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the Tax-Exempt Bonds and will be, to the best of the knowledge of the officers of Midland providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the proceeds of any Tax-Exempt Bonds, including, but not limited to, the use of the projects financed therewith, Midland further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of either Abilene or San Angelo contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on any Tax-Exempt Bonds for federal income tax purposes.

6. **FURTHER ASSURANCES.** The Parties each agree to execute and deliver such

other instruments, documents or agreements and to take such other actions as may be reasonably necessary or desirable for the implementation of this MOU and the consummation of the transactions contemplated herein. Each Party shall execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be reasonably necessary or desirable, or otherwise reasonably requested by any other Party, to confirm and assure the rights and obligations provided for in this MOU and to render effective the consummation of the transactions contemplated herein or otherwise to carry out the intent and purposes of this MOU. Additionally, the Parties agree to cooperate in the negotiation and execution of other such instruments, documents or agreements as necessary and appropriate to trigger the automatic extension of the term of the subject permit held by Fort Stockton Holdings, L.P., pursuant to Section 31.122(j) of the Texas Water Code.

7. GENERAL PROVISIONS.

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

If to the City of Abilene:

City of Abilene
Attn: City Manager
PO Box 60
Abilene, Texas 79604

If to the City of Midland:

City of Midland
Attn: City Manager
300 N. Loraine
Midland, Texas 79701

If to the City of San Angelo:

City of San Angelo
Attn: City Manager
72 W College Ave.
San Angelo, Texas 76903

- 7.2 Assignment. This MOU shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this MOU or any of its rights, interests, obligations or liabilities under this MOU without the prior written consent of the other Parties.
- 7.3 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would

cause the application of the laws of any jurisdiction other than the State of Texas. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS MOU.

- 7.4 Entire MOU; Amendments. This MOU constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this MOU. This MOU may not be modified or amended except by an instrument in writing signed by all of the Parties hereto.
- 7.5 Severability. If any provision of this MOU shall be held invalid, illegal or incapable of being enforced, the validity, legality or enforceability of the other provisions of this MOU shall not be affected.
- 7.6 Construction. The Parties have participated jointly in the negotiation and drafting of this MOU. In the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this MOU.
- 7.7 Headings. The headings of sections and subsections of this MOU are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions provided for herein.
- 7.8 No Third Party Beneficiaries. The Parties have entered into this MOU solely for their own benefit and agree that nothing herein shall be deemed or construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their respective successors and permitted assigns. This MOU shall be for the sole and exclusive benefit of the Parties hereto and shall never be deemed or construed to confer any right, privilege or benefit on any third party.
- 7.9 Counterparts; Electronic Signatures. This MOU may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This MOU is not effective or enforceable until all Parties have signed it. Except as may otherwise be required by law, any signature to this MOU delivered by facsimile or scanned and sent via e-mail shall be deemed an original for all purposes.

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

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

CITY OF ABILENE, TEXAS

By: _____
Robert Hanna, City Manager

Date: _____

ATTEST:

Shawna Atkinson, City Secretary

APPROVED AS TO FORM ONLY:

Stanley Smith, City Attorney

CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Attorney

Date: _____

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

Date: _____

ATTEST:

Heather Stastney, City Clerk

APPROVED AS TO FORM ONLY:

Theresa James, City Attorney

SCHEDULE 1

Attached to Memorandum of Understanding by and among the City of Abilene, Texas, the City of Midland, Texas and the City of San Angelo, Texas

Objectives of Phase 1 of the Project

Alignment/Routing Study

1. Well Field Preliminary Layout
2. Pump Station/Treatment plant siting
3. Pipeline Corridor

CRMWD Cooperative Strategies

1. Ward County Transmission System
2. Aquifer Storage and Recovery

Middle Pecos GCD

1. File two applications for new municipal well permits
2. Evaluate groundwater model update
3. Monitor updated GMA7 and GMA3 desired future conditions (DFCs)
4. Preparations for Permit Renewal/Response to potential challenges

INTERLOCAL AGREEMENT

This Interlocal Agreement (this “Agreement”), dated effective as of the Effective Date (as defined below), is entered into by and among the City of Abilene, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“Abilene”), the City of Midland, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“Midland”), and the City of San Angelo, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“San Angelo”). Abilene, Midland and San Angelo are each referred to individually herein as a “Party”, and collectively as the “Parties”.

RECITALS:

WHEREAS, the Parties have determined that they have common issues related to securing adequate water supplies for their respective residents;

WHEREAS, the Parties have been cooperating in the evaluation, selection, and development of water management strategies to address such issues;

WHEREAS, as part of that cooperation the Parties have agreed that purchasing groundwater from Fort Stockton Holdings, L.P., a Texas limited partnership (“FSH”), will assist the Parties in meeting their needs to develop future water supplies;

WHEREAS, Midland entered into that certain Untreated Groundwater Supply Contract with FSH (the “Contract”), dated effective as of May 12, 2020 (the “Effective Date”), and attached hereto as Exhibit “A” for the purchase of 28,400 acre-feet of Groundwater (such term being used in this Agreement as defined in the Contract) from FSH annually, as more particularly described in the Contract;

WHEREAS, Section 8.1 of the Contract allows Midland to transfer or assign all or part of the Contract to one or more assignees, subject to the terms and conditions of the Contract;

WHEREAS, Midland desires to assign and transfer portions of the Contract to Abilene and to San Angelo, as more particularly set forth in this Agreement, and Abilene and San Angelo desire to accept assignment of portions of the Contract from Midland, as more particularly set forth in this Agreement; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code.

AGREEMENT:

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

1. PARTIAL ASSIGNMENT OF CONTRACT.

- 1.1. Partial Assignment to Abilene. Simultaneously with the assignment contained in Section 1.2 below, Midland hereby assigns unto Abilene an undivided 8400/28400 (or 21/71) interest in and to all of Midland's right, title, interest, duties, obligations and liabilities under the Contract ("Abilene's Pro-Rata Share"), including, without limitation, all rights to purchase 8,400 acre-feet of Groundwater from FSH annually, pursuant to the terms and conditions of the Contract, and Abilene hereby accepts and assumes all of Midland's right, title, interest, duties, obligations and liabilities under the Contract as to said assigned undivided interest. Abilene represents to Midland and to San Angelo that Abilene is capable of performing all of the duties and obligations and assuming all of the liabilities under the Contract as to Abilene's Pro-Rata Share.
- 1.2. Partial Assignment to San Angelo. Simultaneously with the assignment contained in Section 1.1 above, Midland hereby assigns unto San Angelo an undivided 5000/28400 (or 25/142) interest in and to all of Midland's right, title, interest, duties, obligations and liabilities under the Contract ("San Angelo's Pro-Rata Share"), including, without limitation, all rights to purchase 5,000 acre-feet of Groundwater from FSH annually, pursuant to the terms and conditions of the Contract, and San Angelo hereby accepts and assumes all of Midland's right, title, interest, duties, obligations and liabilities under the Contract as to said assigned undivided interest. San Angelo represents to Midland and to Abilene that San Angelo is capable of performing all of the duties and obligations and assuming all of the liabilities under the Contract as to San Angelo's Pro-Rata Share.
- 1.3. Remaining Interest in Contract to Midland. For purposes of clarification, after the assignments of undivided interests in the Contract contained in Sections 1.1 and 1.2 above, Midland shall own and retain an undivided 15000/28400 (or 75/142) interest in and to all of the right, title, interest, duties, obligations and liabilities originally granted to Midland by FSH under the Contract ("Midland's Pro-Rata Share"), including, without limitation, all rights to purchase 15,000 acre-feet of Groundwater from FSH annually, pursuant to the terms and conditions of the Contract. Midland represents to Abilene and to San Angelo that Midland is capable of performing all of the duties and obligations and retaining all of the liabilities under the Contract as to Midland's Pro-Rata Share.

2. INFRASTRUCTURE. The Parties acknowledge that pursuant to and in accordance with the terms and conditions of the Contract, FSH granted to Midland the right to design, lay and construct a Wellfield System (as defined in the Contract), together with groundwater wells, pumps and pumping facilities, pipelines, measurement equipment and appurtenances, electric transmission lines, communications lines, utility poles, water storage, water treatment facilities, and related infrastructure, fixtures, and equipment as may be necessary or convenient for the purposes set forth in the Contract (collectively, the "Infrastructure"). Without limiting Article 1 above, the Parties acknowledge and agree that

the out-of-pocket costs and expenses incurred by the Parties in connection with the initial design, laying and construction of the Infrastructure (collectively, the “Initial Infrastructure Costs”) shall be borne by and paid for proportionally by Abilene in accordance with Abilene’s Pro-Rata Share, by Midland in accordance with Midland’s Pro-Rata Share, and by San Angelo in accordance with San Angelo’s Pro-Rata Share. In the event any Party pays a greater share of the Initial Infrastructure Costs than it is responsible for under the terms of this Agreement, upon written notice from such overpaying Party, each underpaying Party shall promptly pay to the overpaying Party such underpaying Party’s appropriate proportional share of such Initial Infrastructure Costs overpaid by the overpaying Party. With respect to out-of-pocket costs and expenses incurred by the Parties in connection with the Infrastructure which are not Initial Infrastructure Costs, for example, but without limitation, costs of maintaining, operating, inspecting, testing, repairing and replacing Infrastructure (collectively, the “Variable Infrastructure Costs”), the Parties shall use good faith efforts to agree upon a fair and reasonable allocation among the Parties of such Variable Infrastructure Costs.

3. RIGHTS OF FIRST REFUSAL.

- 3.1 Proposed Transfer to Third Party. If at any time during the term of this Agreement subsequent to the assignments contained in Article 1 of this Agreement, any Party desires to assign or transfer (the “Transferring Party”) all or any part of its interest in or under the Contract (such portion of the Contract to be assigned or transferred being hereinafter referred to as the “Offered Interest”) and such Transferring Party has received from a third party (meaning any person other than a Party to this Agreement) an offer to acquire the Offered Interest (the “Third Party Offer”), the Transferring Party shall give written notice of the Third Party Offer to the other Parties within thirty (30) days following the Transferring Party’s receipt of the Third Party Offer, with detailed information concerning the material terms of the Third Party Offer (the “Third Party Offer Notice”). The other Parties shall have a right of first refusal to acquire the Offered Interest on the same terms as those contained in the Third Party Offer Notice. Each of the other Parties shall have sixty (60) days after the receipt of the Third Party Offer Notice within which to elect in writing to exercise its right of first refusal. Failure to so elect and agree to the terms and conditions of the Third Party Offer within such sixty (60) day period shall be deemed a waiver by such Party of the right of first refusal. If either of the other Parties timely exercises the right of first refusal, then, subject to the provisions below, the Transferring Party will assign or transfer to the Party or Parties that timely exercise the right of first refusal the Offered Interest on substantially the same terms as contained in the Third Party Offer Notice. If neither of the other Parties timely exercises the right of first refusal, then the Transferring Party shall be free to assign or transfer the Offered Interest to the prospective third party transferee on substantially the same terms as contained in the Third Party Offer Notice. Notwithstanding anything to the contrary contained above, in the event both of the other Parties timely exercise their rights of first refusal, then the Transferring Party will assign or transfer to such other Parties the Offered Interest on substantially the same terms as contained in the Third Party Offer Notice, provided,

however, that such other Parties shall acquire the Offered Interest on a proportional basis based upon such other Parties' then current ownership interests in the Contract, and the terms of such Third Party Offer Notice shall be adjusted proportionally to apply to such proportional assignments of the Offered Interest to the other Parties.

- 3.2 Proposed Transfer to Another Party. If at any time during the term of this Agreement subsequent to the assignments contained in Article 1 of this Agreement, a Transferring Party desires to assign or transfer any Offered Interest and such Transferring Party has received from another Party (the "Offering Party") an offer to acquire the Offered Interest (the "Co-Owner Offer"), the Transferring Party shall give written notice of the Co-Owner Offer to the Party that did not make the Co-Owner Offer (the "Non-Offering Party"), within thirty (30) days following the Transferring Party's receipt of the Co-Owner Offer, with detailed information concerning the material terms of the Co-Owner Offer (the "Co-Owner Offer Notice"). The Non-Offering Party shall have a right of first refusal to acquire the Proportional Offered Interest (as defined below) on the same proportional terms as those contained in the Co-Owner Offer Notice. The Non-Offering Party shall have sixty (60) days after the receipt of the Co-Owner Offer Notice within which to elect in writing to exercise its right of first refusal. Failure to so elect and agree to the terms and conditions of the Co-Owner Offer as to the Proportional Offered Interest within such sixty (60) day period shall be deemed a waiver by such Non-Offering Party of the right of first refusal. If the Non-Offering Party timely exercises the right of first refusal, then, subject to the provisions below, the Transferring Party will assign or transfer to the Non-Offering Party the Proportional Offered Interest on substantially the same proportional terms as contained in the Co-Owner Offer Notice. If the Non-Offering Party does not timely exercise the right of first refusal, then the Transferring Party shall be free to assign or transfer the entirety of the Offered Interest to the Offering Party on substantially the same terms as contained in the Co-Owner Offer Notice. The term "Proportional Offered Interest" as used herein means a fractional share of the Offered Interest with the numerator of such fraction being equal to the then current number of acre-feet of Groundwater that the Non-Offering Party has the right to purchase from FSH annually pursuant to the terms and conditions of the Contract and with the denominator of such fraction being equal to the then current total number of acre-feet of Groundwater that both the Non-Offering Party and the Offering Party have the right to purchase from FSH annually pursuant to the terms and conditions of the Contract. For clarification, the right of first refusal which the Non-Offering Party has pursuant to this Section 3.2 applies only to the Proportional Offered Interest. Therefore, regardless of whether the Non-Offering Party exercises its right of first refusal, the portion of the Offered Interest that is not included in the Proportional Offered Interest (the "Remaining Offered Interest") may be assigned or transferred to the Offering Party on substantially the same terms as contained in the Co-Owner Offer Notice; provided, however, that if the Non-Offering Party timely exercises its right of first refusal, the terms of such Co-Owner Offer Notice shall be adjusted proportionally to apply to the Remaining Offered Interest assigned or transferred to the Offering Party.

3.3 Restrictions on Rights of First Refusal. With respect to the rights of first refusal contained in Sections 3.1 and 3.2 above, the Parties acknowledge and agree that (i) such rights of first refusal are personal to the named Parties to this Agreement and that no Party may assign or transfer its right of first refusal without the prior written consent of the other Parties to this Agreement, and (ii) such rights of first refusal shall not apply to any assignment or transfer by all of the Parties of such Parties' interests in the Contract to a political subdivision formed for the purpose of acquiring all of the Parties' interests in the Contract.

4. **TERM.** This Agreement shall be effective for all purposes of the Effective Date and shall continue until the expiration or termination of the Contract.

5. **SEVERAL LIABILITY.** Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that each Party shall have no liability or responsibility for any obligations or liabilities of any other Party under this Agreement or the Contract. Without limiting the foregoing, any payments due to FSH under the terms of the Contract in connection with a Party's pro-rata share of the Contract shall be paid directly to FSH by such Party in accordance with the terms of the Contract. In the event any Party pays any amount in connection with this Agreement or the Contract, including, without limitation, any amount paid to FSH under any indemnification obligation under the Contract, which is attributable to the obligations or liabilities of another Party to this Agreement, upon written request such other Party shall promptly reimburse the paying Party for such amount.

6. **FURTHER ASSURANCES.** The Parties each agree to execute and deliver such other instruments, documents or agreements and to take such other actions as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated herein. Each Party shall execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be reasonably necessary or desirable, or otherwise reasonably requested by any other Party, to confirm and assure the rights and obligations provided for in this Agreement and to render effective the consummation of the transactions contemplated herein or otherwise to carry out the intent and purposes of this Agreement.

7. **GENERAL PROVISIONS.**

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

If to the City of Abilene:

City of Abilene
Attn: City Manager
PO Box 60
Abilene, Texas 79604

If to the City of Midland:

City of Midland
Attn: City Manager
300 N. Loraine
Midland, Texas 79701

If to the City of San Angelo:

City of San Angelo
Attn: City Manager
72 W College Ave.
San Angelo, Texas 76903

- 7.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Without limiting the provisions of Article 3 above, no Party may assign either this Agreement or any of its rights, interests, obligations or liabilities under this Agreement without the prior written consent of the other Parties.
- 7.3 Payments from Current Revenues. Any payments due under this Agreement by any Party shall be made from current revenues of the paying Party. Without limiting the foregoing, pursuant to Section 271.903 of the Texas Local Government Code, as to each Party hereto, this Agreement is conditioned on a best efforts attempt by the governing body of such Party to obtain and appropriate funds for payment of amounts due under this Agreement.
- 7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT.
- 7.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by all of the Parties hereto.
- 7.6 Severability. If any provision of this Agreement shall be held invalid, illegal or incapable of being enforced, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected.

- 7.7 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 7.8 Headings. The headings of sections and subsections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions provided for herein.
- 7.9 No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit and agree that nothing herein shall be deemed or construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their respective successors and permitted assigns. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall never be deemed or construed to confer any right, privilege or benefit on any third party.
- 7.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Agreement is not effective or enforceable until all Parties have signed it. Except as may otherwise be required by law, any signature to this Agreement delivered by facsimile or scanned and sent via e-mail shall be deemed an original for all purposes.

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

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

CITY OF ABILENE, TEXAS

By: Robert Hanna
Robert Hanna, City Manager

Date: 5.14.20

ATTEST:

Shawna Atkinson
Shawna Atkinson, City Secretary

CITY OF MIDLAND, TEXAS

By: Courtney Sharp
Courtney Sharp, City Manager

Date: 5/14/20

ATTEST:
Amy M. Turner
Amy M. Turner, City Secretary

CITY OF SAN ANGELO, TEXAS

DocuSigned by:
By: Daniel Valenzuela
32F0587237A9429...
Daniel Valenzuela, City Manager

Date: 5/14/2020 | 6:40 PM CDT

ATTEST:

DocuSigned by:
Jana Antilley
4C3E74FECC89A44A...
Name: Jana Antilley
Title: City Clerk

Exhibit "A"

attached to Interlocal Agreement entered into by and among the City of Abilene, Texas, the City of Midland, Texas, and the City of San Angelo, Texas

Copy of Untreated Groundwater Supply Contract between the City of Midland, Texas, and Fort Stockton Holdings, L.P.

(see attached)

UNTREATED GROUNDWATER SUPPLY CONTRACT
BETWEEN FORT STOCKTON HOLDINGS, L.P., AND
THE CITY OF MIDLAND, TEXAS

This Untreated Groundwater Supply Contract is made by and between the City of Midland, Texas, a home rule municipal corporation located in Midland County, Texas, operating pursuant to its city charter and the laws of the State of Texas (the “**City**”), and Fort Stockton Holdings, L.P., a Texas limited partnership with a principal place of business located at the address for notification purposes referenced below (“**FSH**”). FSH and the City are each referred to in this agreement generally as a Party and collectively as the Parties. This contract is referenced throughout as the “**Contract**”. Words and phrases used throughout this Contract are subject to the definitions provided in the attached appendix unless expressly defined otherwise.

RECITALS

1. FSH would like to repurpose the groundwater resources it owns and controls and has developed historically to make the same available for purposes of selling a specified volume of untreated groundwater to the City to facilitate the City’s ability to meet its long-term municipal water supply needs and the additional water supply needs within the West Texas region.
2. The City would like to secure FSH’s groundwater supplies in effort to meet its long-term municipal water supply needs and the additional water supply needs within the West Texas region.
3. FSH holds a Regular Permit issued by the Middle Pecos Groundwater Conservation District effective July 18, 2017, authorizing the production, transport, and use of up to 28,400 acre-feet of groundwater per year from the Aquifer underlying the Contract Premises for multiple beneficial purposes within and outside the boundaries of the District.
4. This Contract covers and includes only the Groundwater FSH is authorized to produce from the Aquifer underlying the Contract Premises pursuant to the Regular Permit, and expressly excludes any rights FSH has to produce Groundwater pursuant to the H&E Permits or otherwise from the Aquifer or any other aquifer underlying the Contract Premises.
5. Since the issuance of the Regular Permit on July 18, 2017, the total volume of Groundwater the District has permitted FSH to produce is 47,418 acre feet each year from the Aquifer underlying the Contract Premises, which includes both FSH’s H&E Permits (19,018 acre-feet per year authorized for agricultural use) and the Regular Permit (28,400 acre-feet per year authorized for agricultural, industrial, and municipal uses both within and outside the District).
6. FSH has historically relied on production from 25 existing groundwater wells within the Contract Premises, known as the Farm Wells, that were drilled for irrigation use and permitted by the District to produce Groundwater from the Aquifer within the Contract Premises.
7. None of the Farm Wells were designed, engineered, or constructed to meet either federal or state drinking water standards, nor are any of the Farm Wells classified by the TCEQ as public water supply wells.

8. The Regular Permit has been issued to allow for the production, transport, and use of up to 28,400 acre feet annually of Groundwater produced and transported from the Contract Premises for use within the West Texas region both inside and outside of Pecos County, Texas, for beneficial uses, including municipal, agricultural, and industrial purposes.

9. The Regular Permit, and the right to produce Groundwater from the Contract Premises pursuant to the Regular Permit, is subject to the regulatory jurisdiction of the District, including the terms of the Regular Permit and the provisions of the District's Management Plan, rules, enabling legislation, and Chapter 36 of the Texas Water Code, and other applicable law and/or regulatory authority of other governmental entities with jurisdiction over Groundwater.

10. FSH is willing to sell to the City the 28,400 acre-feet of Groundwater annually as authorized by the Regular Permit.

11. The City is willing to purchase from FSH the 28,400 acre-feet of Groundwater annually authorized by the Regular Permit.

12. The City is willing to design, construct, operate, measure, and maintain the necessary Groundwater production, collection, and transport infrastructure, including all wells, pumps, water storage and treatment facilities, pipeline transmission lines, ingress, egress, and utility corridors, and related facilities for producing, delivering, transporting, measuring, treating, storing, and using up to 28,400 acre feet of Groundwater annually pursuant to the terms of this Contract.

13. FSH is willing to provide the City with all reasonable access to the Contract Premises, and license to exercise the production, transport, and use authorizations in the Regular Permits, necessary for the City to effectively and efficiently explore for, develop, produce, deliver, transport, and use the 28,400 acre feet of Groundwater annually.

14. The Parties acknowledge and agree that this Contract involves the sale of Groundwater delivered and measured at a meter located proximate to each wellhead on the Contract Premises.

15. The Parties acknowledge that the negotiation of this Contract, and the post-closing development and operation of the City's Wellfield System, involve the exchange and delivery of confidential and proprietary information between the Parties, including but not limited to information related to:

(i) the volume and reliability of Groundwater resources, and

(ii) the geologic and hydrogeologic characteristics of the Contract Premises and the underlying Aquifer, and

(iii) the market conditions for the sales market and pricing of the groundwater to be produced, and the economic benefits to be derived by the Parties pursuant to the confidential and proprietary information to be exchanged between the Parties.

NOW, THEREFORE, the Parties agree to the following:

ARTICLE I

CONTRACT FOR SALE OF AND ACCESS TO GROUNDWATER

Section 1.1. Groundwater Sale. FSH agrees to sell to the City and the City agrees to buy the Annual Volume. FSH shall grant a license to the City to use the Regular Permit, including the ability to pursue amendments to it from the District, to facilitate the production of Groundwater for subsequent beneficial use, subject to the terms of this Contract.

Section 1.2. Groundwater Access. During the Contract Term, FSH grants to the City the exclusive right to design, develop, construct, maintain, and operate the Wellfield System to produce the Annual Volume of Groundwater underlying the Contract Premises pursuant to the terms of the Regular Permit and subject to the terms of this Contract.

Section 1.3. Groundwater Development and Production. The City shall have the right, at the City's sole cost and expense, to develop the Annual Volume of the Groundwater underlying the Contract Premises contracted to the City and to construct wells and a gathering and collection system on, about, and under the Contract Premises to transport the Groundwater to the City-controlled property for the storage and transmission to the City's customers and service areas.

ARTICLE II

CONTRACT TERM

Section 2.1. Contract Term. Except as otherwise provided below, the Contract shall begin on the Effective Date and continue until the Termination Date.

Section 2.2. Early Termination by the Parties. (a) The rights of termination prescribed in this Section 2.2 are intended to be in addition to, and not a limitation upon or an election by any Party with respect to, the remedies otherwise available to the Parties at law or in equity, or pursuant to other provisions of this Contract.

(b) FSH has the right to terminate this Contract early, in whole or in part, if:

(1) the City commits a material breach of this Contract; or

(2) the City becomes insolvent, files a petition in bankruptcy, or is placed in receivership;

or

(3) the District terminates the Regular Permit without issuing a replacement permit having equivalent or more favorable terms to the Regular Permit, or the District refuses to grant the Parties, or either of them, either an amendment to the Regular Permit or an additional permit (*e.g.*, a permit to drill and produce from a new well or replacement well constructed to meet TCEQ standards for municipal supply wells) that the Parties, or either of them, consider essential to the fulfillment of their obligations under this Contract.

(c) Subject to the City's opportunity to cure, as set out in Section 10.4, FSH may terminate this Contract prior to the Termination Date and seek such legal remedies at law or in equity as may be available to it, by providing written notice to the City in response to any one or more of the above events.

(d) The City has the right to terminate this Contract early, in whole or in part, if:

(1) FSH commits a material breach of this Contract; or

(2) FSH becomes insolvent, files a petition in bankruptcy, or is placed in receivership; or

(3) the District terminates the Regular Permit without issuing a replacement permit having equivalent or more favorable terms, or the District refuses to grant the Parties, or either of them, either an amendment to the Regular Permit or an additional permit (*e.g.*, a permit to drill and produce from a new well or replacement well constructed to meet TCEQ standards for municipal supply wells) that the Parties, or either of them, considered essential to the fulfillment of their obligations under this Contract.

(e) Subject to FSH's opportunity to cure, as set out in Section 10.4, the City may terminate this Contract prior to the Termination Date and seek such legal remedies at law or in equity as may be available to it, by providing written notice to FSH in response to any one or more of the above events.

Section 2.3. Contract Extension. If the Contract is not terminated early pursuant to Section 2.2, then the City, in its exclusive discretion, may extend the Contract under the terms and conditions then in effect until the First Extension Date, and then again until the Second Extension Date, if the City notifies FSH in writing on or before two years before the applicable termination date of the City's election to extend the Contract Term.

Section 2.4. Permits, City Wells, Facilities, and Easements upon termination. (a) On the Termination Date the following shall occur:

(1) the City's license in the Regular Permit automatically terminates;

(2) any permit held by the City on the date of termination that is tied to activities on the Contract Premises conducted in furtherance of this Contract automatically transfers to FSH;

(3) all easements granted to or for the benefit of the City under this Contract expire; provided that the City shall have a temporary easement for ingress and egress to the Contract Premises to facilitate the City's removal and restoration activities on the Contract Premises pursuant to subsection (d).

(b) FSH has the option to acquire:

(1) each City Well and each well pump and pump motor from each City Well for the consideration of \$100.00 per well;

(2) any of the City's Facilities for its fair market value at termination; and

- (3) any permits other than those described in subsection (a)(2).
- (c) To exercise its options in subsection (b), FSH must notify the City by written declaration no later than two months before the Termination date.
- (d) Before the expiration of eight months following the Termination Date, the City must:
 - (1) remove all well pumps and pump motors from each City Well and properly plug each remaining City Well to applicable local, state, and federal standards;
 - (2) clear the property of all City vehicles, equipment, personal property, and litter and other garbage, and remove all booster pumps, above-ground storage and pressure maintenance facilities, pump houses, security fencing, and other above-ground structures in the Wellfield System; and
 - (3) seed soils within equipment and storage yards and demolition areas with native variety grass species.
- (e) FSH shall be responsible, at its sole costs, for preparing and recording any release or assignment of any such easements in a recordable form acceptable to FSH. This provision survives the termination of the Contract.
- (f) The City is relieved of all responsibilities for removal, plugging, and restoration of the assets and the areas attributable to those assets that FSH acquires pursuant to Section 2.4(b).

ARTICLE III

ACCESS AND POINT OF DELIVERY

Section 3.1. Point of Delivery for Groundwater. The point of delivery by FSH to the City of the Groundwater being sold to the City on a volumetric basis is to be at the wellhead and measured at the Well Meters to be installed and maintained by the City at each well used by the City to produce Groundwater from the Contract Premises.

Section 3.2. Title Matters. (a) Title to the Groundwater Estate, including that portion of the Groundwater Estate underlying the Contract Premises from which the Groundwater that is the subject of this Contract is to be produced, is vested in, owned by, and shall remain vested in and owned by FSH.

(b) Title to the Groundwater, together with all risk, liability, obligations, benefits, and rights associated with the produced Groundwater, transfers to the City at such time as the water is measured at the Well Meters.

Section 3.3. Wellfield System Development & Surface Use Rights. (a) The City shall have the right, at the City's sole cost and expense, to develop the Annual Volume of the Groundwater underlying the Contract Premises contracted to the City and to construct wells and a gathering and

collection system on, about, and under the Contract Premises to transport the Groundwater to the City-controlled property for the storage and transmission to the City's customers and service areas. In connection with, and for the limited purposes of this Contract and subject to the limitations below, FSH grants to the City for use during the term of this Contract all necessary easements and rights-of-way on, under, and across the Contract Premises for the purpose of designing, laying, constructing, maintaining, operating, inspecting, testing, repairing, replacing, and removing groundwater wells, pumps and pumping facilities, pipelines, measurement equipment and appurtenances, electric transmission lines, communications lines, utility poles, water storage, water treatment facilities and related infrastructure, fixtures, and equipment as may be necessary or convenient to accomplish the following:

(1) the efficient production, gathering, storage, treatment, and transportation of Groundwater produced pursuant to this Contract;

(2) the construction of a well field of public water supply wells, and a pipeline system and appurtenant infrastructure and related facilities necessary to produce and develop the Groundwater for purposes of transporting the same off of the Contract Premises to the City's places of beneficial use;

(3) the transportation of Groundwater on and across the Contract Premises for gathering and for delivery to the City's points of collection, storage, treatment and use, including the interconnection to the City's pipeline system for delivery to the City's customers and places of beneficial use;

(4) reasonable ingress and egress access to the areas of the Contract Premises necessary for the production, storage, treatment, and transportation of Groundwater and the construction, operation, inspection, maintenance, and repair of all necessary facilities for such activities; and

(5) the placement and drilling of new and/or replacement wells reasonably necessary to develop and produce the Annual Volume contracted to the City pursuant to the Regular Permit, as well as any new Groundwater collection and distribution system on the Contract Premises reasonably necessary to collect and distribute the Annual Volume.

(b) In connection with the easements and rights-of-way granted by FSH to the City by this Contract, the City shall locate such easements and rights-of-way on the Contract Premises only in such locations as to enable the City to access the Contract Premises by necessary and convenient ingress and egress for purposes of this Contract, develop the design of the Wellfield System, access and produce Groundwater to the surface, construct necessary and convenient pumps and pumping facilities, collect, transport, treat, and remove Groundwater using a reasonable number and size of production and conveyance facilities and pipelines that will not unreasonably interfere with FSH's use of the Contract Premises in accordance with the Preliminary Design.

(c) The City will develop a Preliminary Design of the Wellfield System that will not unreasonably interfere with (1) FSH's existing uses of the Contract Premises, or (2) FSH's access to or use of the Reserved Volume; **PROVIDED FURTHER**, FSH shall have and maintain the right to use the Contract Premises for any and all future uses FSH desires pursuant to its ownership of the

Groundwater Estate, and the rights retained in this Contract, so long as such uses do not unreasonably interfere with the City's use of the Contract Premises as authorized by this Contract.

(d) Following a reasonable opportunity to review the Preliminary Design, FSH must approve the Preliminary Design in writing before construction of the Wellfield System can begin. FSH shall have 90 days to review the Preliminary Design, recognizing that time is of the essence, and will not unreasonably withhold its approval. If FSH has not approved the Preliminary Design within the 90-day review period, the Preliminary Design shall be automatically deemed approved by operation of time. The City will endeavor to design a Wellfield System that respects FSH's private property rights in the Contract Premises, and the Parties agree to work in good faith to address any objections to location of facilities.

(e) Following FSH's approval of the Preliminary Design, the City will construct the Wellfield System in accordance with the Preliminary Design and will have the locations of all facilities surveyed and platted for purposes of developing and recording all necessary final easements and rights-of-way. Pipelines, roadways, and utility lines shall be identified and surveyed by center line.

(f) The City will survey all easements and will file final easements and rights-of-way in the real property records of Pecos County.

(g) Notwithstanding the rights granted to the City in subparagraph (a) above of this Contract, the Parties agree that those rights do not include and expressly exclude and prohibit any of the following actions or activities, absent a separate written agreement or easement between FSH and the City expressly authorizing such actions or activities:

(1) the disposal in, on, under, or beneath the Contract Premises of any waste stream, product, or by-product resulting from the City's activities on the Contract Premises;

(2) development or operation of an aquifer storage and recovery project on the Contract Premises;

(3) any underground water storage facilities on the Contract Premises;

(4) the right to grant any third-party any right of ingress, egress, or use of the surface of the Contract Premise for any purpose not related exclusively to the purposes of this Contract;

(5) any other above ground facilities or improvements, including pipelines and/or power or communication lines or related infrastructure, that would interfere with farming and ranching conducted on the Contract Premises; and

(6) Any improvement, facility, or activity on the Contract Premises not directly related to the City's performance of its duties and obligations under the Contract.

(h) FSH shall have no obligation to provide or pay for any portion of any of the Facilities used or relied upon by the City in the performance of its duties, or any other item necessary for the City to carry out its operations, pursuant to this Contract.

(i) The City is responsible for obtaining its own electrical or alternative power supply, or other utility service(s) the City deems necessary for the Facilities and the City's full performance under this Contract. The City shall obtain all utilities and utility accounts in its own name and at its sole cost and expense. The City shall timely pay all utility charges for water, sewer, electricity, heat, gas, and telephone service used on, in, or about the Contract Premises for its purposes, including any charges or costs for necessary connections, extensions, equipment, or meters for such services, and shall indemnify and hold harmless FSH from the same.

(1) The City is responsible for all costs associated with pumping of any portion of the Annual Volume, inclusive of the pumping of the Groundwater to the Well Meter.

(2) FSH agrees to cooperate with the City with respect to the granting of easements and/or rights-of-ways on, over, under, and across the Contract Premises necessary for bringing power or other utility services necessary for the City's Facilities.

Section 3.4. Compensation for Easements, Rights-of-Way, and Surface Damages. (a) Upon the designation of easements and rights-of-way pursuant to 3.3(d), as consideration for FSH's conveyance to the City, the City will pay a rate based upon 75% of the minimum rate published by University Lands Rate and Damage Schedule in effect at the time. FSH assigns each applicable easement to the City, as follows:

(1) for roads constructed by the City, the per rod rate for roads requiring easements;

(2) for pipelines, the applicable rate for University Lands Mineral Lessee New Pipeline Easement based upon pipeline diameter, provided, that consideration for damages shall exclude any per barrel or other volumetric import/export fee or pass-through charge;

(3) for electric and communication above-ground utility lines, the applicable rate for University Lands Mineral Lessee New Utility Line Easement by category as applicable; and

(4) for groundwater well pad sites, pump station facilities, equipment and maintenance yards, storage tank sites, and water treatment facilities sites, surface damages equal to the applicable rate for Re-entry New University Lease based upon the applicable size of the damaged area; and

(5) the above activities shall not be subject to any renewal rates published by University Lands.

(b) If the size or scope of any of the factors used to calculate compensation for any of the easements described in subsection (a) are modified after the date of the original easement assignment, the compensation shall be adjusted accordingly based on the applicable rate in effect on the date of the original easement assignment, provided in the event that the consideration charged for a pipeline easement as provided in subsection (a)(2) above is subsequently modified to provide compensation for damages solely by an import, export or throughput volume, the damage calculation for pipelines shall be determined on a square footage basis at the minimum damage rate charged by the University Lands for General Damages-Pad extensions.

ARTICLE IV

RIGHTS, OBLIGATIONS, AND USE OF CONTRACT PREMISES

Section 4.1. Exercise of Rights in Regular Permit. (a) In addition to the access and surface use rights granted to the City pursuant to this Contract, including in Section 3.3:

(1) FSH grants a license to the City to undertake all authorizations provided for in the Regular Permit the City needs to lawfully explore for, drill for, pump, transport, treat, market, sell, use, and reuse annually for beneficial use the Annual Volume.

(2) FSH shall remain the owner of the Groundwater Estate and the Regular Permit; however, this Contract shall serve as a license authorizing the City to take such actions, in consultation with FSH, including pursue amendments to the Regular Permit, as the City deems necessary to the implementation of this Contract so long as such actions do not threaten to, or damage, the Regular Permit and/or the rights of FSH under the Regular Permit. FSH will cooperate with the City in making any such amendments, including joining in the execution of said applications as the holder/owner of the Regular Permit and/or the Contract Premises.

(3) The City shall exercise its rights under this Contract and the Regular Permit in a reasonable, responsible, and prudent professional manner consistent and compliant with and subject to the terms and conditions of the Regular Permit, the District's Rules and Management Plan, and all applicable laws.

(4) Notwithstanding the City's obligations to take all actions necessary to implement this Contract, FSH agrees to cooperate with and assist the City in the City's efforts to secure any governmental authorization, permit, or acknowledgement necessary to implement this Contract.

(b) FSH's grant of a license to the City of the right to operate pursuant to FSH's Regular Permit does not effect, imply, or constitute a transfer, assignment, or conveyance of ownership of the Regular Permit to the City. FSH shall hold and retain ownership of all rights to and under the Regular Permit. FSH's grant of a license to the City reflects the Parties' intent that the City shall have full rights, enjoyment, authorizations, and obligations to operate under the Regular Permit, including the rights to develop, produce, transport, and use Groundwater in the manner and to the degree contemplated by this Contract.

(c) Subject to Section 4.4, FSH agrees to cooperate with the City in connection with any request to modify or amend the Regular Permit in a manner deemed necessary by the City to its implementation of and full performance or realization of its rights and obligations under this Contract and the Regular Permit; **PROVIDED, HOWEVER**, that such action by the City does not threaten either the Regular Permit, H&E Permits, or FSH's rights under the Regular Permit. Unless agreed to otherwise by the Parties, each Party shall be responsible for their respective costs incurred to perform the obligations set forth in this Section 4.1; **PROVIDED, HOWEVER**, that if the City requests FSH to take some action, or provide specific support to secure an authorization, including a permit or permit amendment from a governmental entity, including the District, that the City determines is necessary to fulfill its obligations or realization of rights under the Contract, then the Parties shall coordinate to develop a specific set of tasks and obligations for FSH to perform.

Section 4.2. New Wells. (a) During the Contract Term and at the request of the City, FSH agrees to cooperate with the City to secure the necessary authorization from the District for the City to drill, re-drill or rework wells on the Contract Premises to be designed, engineered, and constructed in accordance with TCEQ criteria to meet drinking water quality standards and be classified as public water supply wells; **PROVIDED, HOWEVER**, that the City agrees to pay all costs associated with the cost to design, drill, complete, and construct the City Wells and Facilities together with the costs of operating the foregoing.

(b) Notwithstanding the City's obligations in subsection (a) above, FSH agrees to allow the City a limited right of access to and use of the Farm Wells, which the City acknowledges are neither constructed or operated as, nor qualified to be classified as, public water supply wells, for the limited purpose of conducting aquifer testing and Wellfield System construction in anticipation of the City's securing the District's authorization to drill and construct, and thereafter, drilling and constructing the City's TCEQ-approved public water supply wells to implement this Contract. Nothing in this Contract obligates, or is intended to obligate, FSH to provide public water supply wells to the City.

(c) FSH retains the right to apply for drilling and/or production permits from the District for the drilling and use of new and/or replacement wells for purposes of development of FSH's Groundwater Estate, including wells to be completed in the Edwards-Trinity Aquifer, to the extent such development and production is not in conflict with the City's rights and obligations elsewhere provided for in this Contract. FSH will pay its costs for applications it voluntarily files, as well as the cost of any new wells it drills. To the extent FSH voluntarily files any such applications, FSH will pay for its costs incurred.

(d) In the event that FSH intends to apply for additional permits, whether for drilling or production purposes, that would increase its permitted production of Groundwater underlying the Contract Premises, FSH shall (i) provide the City with not less than thirty (30) days written notice in advance of filing any application with the District, and (ii) give the City a reasonable amount of time to confirm at the City's discretion that such additional permits will not have a Materially Adverse Effect on the City's rights and/or obligations under this Contract. If the City determines that FSH's additional permits would impact directly or negatively the City's rights to produce the Annual Volume under this Contract, upon receipt of written notice from the City detailing the nature of the adverse impacts, FSH will work with the City to modify its application to ensure that the City's rights and obligations under this Contract to produce, transport, and use the Annual Volume will not be adversely affected.

Section 4.3. Data and Reports. During the Term of this Contract: (a) FSH agrees to share with the City copies of all data, reports, studies, and application forms and permits relating to the development of Groundwater that are in FSH's possession or control, and/or that may be generated in the future as a result of continued farming and/or ranching operations on the Contract Premises; and

(b) the City shall provide FSH with copies of all of the City's future data, reports, or studies relating to the City's Wells for FSH's use in the continued study and preservation of the Aquifer, as well as copies of all information the City provides to the District, the City of Fort Stockton, Pecos County and any regional and statewide water regulatory bodies.

Section 4.4. Consultants. In connection with the City's exercise of its rights and obligations set forth in this Article IV, FSH agrees to make a good faith and diligent effort to assist and cooperate with the City in obtaining, maintaining, or defending any permit (including the Regular Permit) or authorizations and related filings, hearings or other regulatory matters, including providing access to FSH's consultants and their prior reports related to the Contract Premises and the Aquifer.

Section 4.5. Permits. (a) FSH shall apply for the renewal of the Regular Permit to extend the term beyond July of 2020. Upon the renewal of the Regular Permit, FSH will file notice with the District of the City as licensee under the permit having all authority to conduct operations under the permit.

(b) The City shall have the right to seek or obtain such federal, state, or local permit rights and authorizations, other than permits from the District, the City deems necessary for the development of the Groundwater and performance under this Contract for the production and use of the Annual Volume of the Groundwater pursuant to the terms of this Contract.

Section 4.6. Metering. (a) Prior to the City's production of any Groundwater from the Contract Premises, the Transport Meter and Well Meters shall be installed and calibrated by the City at the City's sole cost. The City shall provide copies of the calibration test results to FSH.

(b) All Metering Equipment installed by the City shall meet the minimum standards of any governmental entity with regulatory jurisdiction over the production of Groundwater, including the District and TCEQ. Thereafter, the Metering Equipment shall be calibrated (i) as required by law, or (ii) at any reasonable time by either Party at such Party's expense, provided that the Party making the calibration test shall notify the other Party at least one (1) week in advance and allow the other Party to witness the calibration. At a minimum, the Metering Equipment shall be tested for accuracy and calibrated by the City at the City's expense at least once each calendar year, at intervals of approximately 12 months, or such shorter periods as required by District rules, the Regular Permit or other applicable rule or regulation of a governmental authority having jurisdiction over the production or exportation of Groundwater. A report of each such calibration test shall be furnished to FSH within 10 business days of completion of the calibration. The City shall provide FSH with reasonable notice of the date of the annual calibration test and FSH shall have the right to witness such testing and calibration. The City shall maintain records of the results of all such calibrations in accordance with its applicable records retention policies.

(c) The City, at its sole cost and expense, shall install, own, maintain, test, repair, and, as necessary, replace all Transport Meters and Well Meters on the Contract Premises, including any Farm Well authorized under the Regular Permit, which are used by the City for any purpose under this Contract to measure the production of Groundwater actually produced, and/or transported, by the City from the Contract Premises. The City shall provide the necessary Metering Equipment, to the satisfaction of FSH, to measure separately and/or allocate the volume of Groundwater produced by the City, as well as the volume of Groundwater transported off of the Contract Premises whether for beneficial use by the City, or sale to the City's third-party customers, necessary to comply with District rules and the Regular Permit.

(d) If a question arises as to the accuracy of any Metering Equipment at any time between regular annual calibration tests, then the affected Meter(s) or other Metering Equipment shall be tested promptly upon demand of either Party. The expense of such test shall be paid by the requesting Party,

unless (i) requested by FSH and upon testing the Metering Equipment is registering inaccurately by more than 3%, in which case the City shall pay for all expenses, or (ii) the Parties mutually agree to split the costs of the test. Notwithstanding any provision of this Contract to the contrary, in the event that testing of any Metering Equipment is lawfully required to be performed by the District or any other governmental authorities, the cost of such testing shall be the sole responsibility of the City.

(e) If, as a result of any test, any Well Meter or the Transport Meter is found to be registering inaccurately in excess of 3% of the applicable calibration test results described in this Section, unless mandated by a District rule or some other lawful regulation, statute, or ordinance, the prior meter readings shall be corrected at the rate of the documented inaccuracy for any period which is definitely known or agreed upon or, if no such period is known or agreed upon, the shorter of (i) a period extending back either 180 days from the date of demand for the test or, if no demand for the test was made, 180 days from the date of the test; or (ii) a period extending back one-half of the time elapsed since the last previous test.

(f) The City shall be responsible for the timely reporting of all production of Groundwater from the City Wells and, as appropriate, the volume of the Groundwater produced and transported from the Contract Premises, to FSH in order for FSH to report the same to the District in accordance with the District's rules and the Regular Permit. FSH shall provide the City with a copy of all production reports filed by FSH with the District.

Section 4.7. Monitor Wells. FSH shall maintain and repair at its sole expense the Monitoring Equipment until the Service Date, at which time such obligations shall become the obligation of the City. To the extent the District requires the installation of new or additional monitor wells on the Contract Premises, or the modification of FSH's existing monitor wells as a condition to production of Groundwater pursuant to the Regular Permit, such construction, and/or work, and the maintenance costs, shall be shared equally between the Parties.

Section 4.8. Water Quality Monitoring. (a) Pursuant to the District rules, the terms of the Regular Permit, and the terms of the District Settlement, FSH is required to monitor and report on the quality of the Groundwater produced from the Contract Premises. FSH will undertake these water quality monitoring obligations at its sole cost and expense until the Service Date, at which time such obligations shall become the responsibility of the City.

(b) Subject to any additional water quality monitoring requirements imposed by the District, or by any other governmental authority with jurisdiction over the Groundwater, as a condition to production of Groundwater pursuant to the Regular Permit, FSH shall at its sole cost conduct groundwater testing until the Service Date, at which time the such obligations shall become the responsibility of the City. The Party responsible shall conduct testing as follows:

(1) at least monthly, and more often as required by law, to assure compliance with the Regular Permit, the District's rules, and State and/or Federal drinking water laws, rules, regulations and standards, including Chapter 290 of 30 Texas Administration Code, as the same may be amended, superseded, or replaced from time-to-time, and/or the so-called "Groundwater Rule" adopted by the Environmental Protection Agency;

(2) report all test results, including copies of all reports related to the test results if requested, to the other Party and the District. Such Party shall be responsible to report the water quality test results to any other Party to whom it may be required to report such results; and

(3) all testing shall be conducted pursuant to District approved protocols and accomplished by an authorized laboratory acceptable to the District.

Section 4.9. Existence and Compliance. (a) the City will comply with all laws, regulations, and governmental requirements applicable to home rule cities and the fulfillment of its respective duties and obligations contemplated by this Contract.

(b) Without limiting the generality of subsection (a) above, the City shall comply with (i) the terms of the Regular Permit and this Contract, (ii) all Environmental Laws applicable to the City, its personnel, agents, consultants, and contractors, and/or any equipment, personal property, and/or operations on the Contract Premises; and (iii) the rules and regulations of the District, TCEQ, and any other governmental authority with jurisdiction over Groundwater and the City's activities pursuant to this Contract, as the same may be promulgated or amended from time to time.

(c) In connection with construction and operation of the Facilities, the City agrees to conform to and comply with all applicable regulatory requirements relating to the Facilities, including, without limitation, properly permitting, equipping, and maintaining the Facilities, and reporting pumping volumes, quality information, and any other data and information as may now or in the future be required by any governmental or regulatory body having jurisdiction over (i) production of Groundwater from the Contract Premises, (ii) any other use by the City of the Contract Premises pursuant to this Contract, or (iii) continuation and establishment of Groundwater production rights under any applicable laws or regulations now existing or that in the future may exist. The City shall copy FSH on all applications, reports, or other filings contemplated by this Contract contemporaneously with the making, filing, or reporting of the same with the applicable entity.

(d) Pursuant to all applicable laws and regulations, the City represents and covenants that all payments to be made to FSH pursuant to this Contract shall constitute reasonable and necessary operating expenses of the City's water utility system and that all such payments will be made from revenues of its water utility system. The City further covenants and agrees to operate and maintain its water system continuously, and to fix and collect rates and charges for water services to be supplied by the water utility system sufficient to produce revenues necessary to make all payments due and owing to FSH pursuant to this Contract.

Section 4.10. Environmental Matters. (a) With respect to the City's use of or operations on the Contract Premises, the City shall immediately, and in no instance more than 24 hours following the occurrence or event, advise FSH in writing of any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local laws or ordinances, including regulations relating to any Hazardous Materials affecting the Contract Premises or Groundwater.

(b) With respect to Hazardous Materials, the City shall:

(1) be liable for all costs and expenses incurred in addressing environmental matters for which the City or its agents, contractors, or invitees are directly or indirectly responsible;

(2) take all steps to prohibit the generation, manufacture, storage, or disposal of any Hazardous Materials upon the Contract Premises by itself or by others under its control, except such materials as are incidental to the City's normal course of business on the Contract Premises and that are handled in compliance with all applicable Environmental Laws;

(3) take all steps to prohibit the use of any Hazardous Materials upon the Contract Premises or that might affect the Groundwater, except such materials as are incidental to the City's normal course of business on the Contract Premises and that are handled in compliance with all applicable Environmental Laws;

(4) provide FSH, its agents, contractors, employees, and representatives with access to, and copies of, any and all data and documents in its possession or control relating to, or dealing with, any Hazardous Materials used, generated, manufactured, stored, or disposed of upon the Contract Premises within five (5) days of the request therefore; and

(5) indemnify FSH against any and all losses, damages, claims or liabilities arising out of or resulting from any such matter contemplated by this Section 4.10.

Section 4.11. The City's Use of the Groundwater. The City has the right to produce and beneficially use as set forth herein the Groundwater from the Contract Premises contracted by the City for production pursuant to the Regular Permit and the terms of this Contract, but only in the manner and amounts authorized by this Contract, the Regular Permit, or other permits or other authorizations issued by the District or other regulatory authority having jurisdiction over the Groundwater, and in compliance with the same.

Section 4.12. Regulatory Limitations. (a) The City accepts the right to explore for, develop, drill for, and produce, store, maintain, hold, transport, use, and reuse the Annual Volume subject to all limitations now and hereafter placed upon such Groundwater, as set forth: (i) in the Regular Permit; (ii) under applicable District rules; (iii) by any statute, ordinance, or other governmental regulation; (iv) by an order of a court of competent jurisdiction; (v) by any other applicable regulatory authority, or (vi) by contracts or agreements between the City and its customers subject to the limitations in this Contract.

(b) Except as expressly prescribed herein or agreed to by the Parties in a separate written agreement, all costs associated with, required by, or incurred as a result of the City's compliance with this Contract shall be borne solely by the City.

(c) The City acknowledges and agrees that the City is responsible for compliance with the requirements for the beneficial use of the Groundwater for municipal purposes, including all federal and state drinking water requirements for public water supply systems, specifically the identification, surveying and recording of all required sanitary control easements.

Section 4.13. Costs of Permitting, Engineering, Design, and Construction. With the exception of the renewal of the Regular Permit scheduled for July 2020, (a) the City will bear all costs associated

with (i) the production of the Annual Volume; and (ii) complying with and obtaining and maintaining as current all permits and licenses required by the District or any applicable federal, state, or local laws, regulations, or rules relating to the City's authorization to produce, transport, and use Groundwater, including all assessments and fees associated therewith; and (iii) the design, engineering, construction, and other development steps together with the operation, inspection, and maintenance of Wellfield System, including the Facilities on the Contract Premises.

(b) The City shall pay promptly when due all items for which it is responsible and for which the failure to pay may result in the loss or impairment of the Regular Permit or the placement of a lien on the Groundwater, the Contract Premises, or any of the Facilities. The City shall indemnify and hold harmless FSH from all such costs. In the event the City fails to make any such payment in a timely manner, FSH shall have the right, but not the obligation, to make any such payment and, thereafter, shall have the right to recover any such payment from the City.

(c) In the event the City receives notice of any lien being placed upon the Regular Permit, the Contract Premises, or the Groundwater arising out of the City's activities pursuant to this Contract, the City shall promptly (i) provide notice to FSH, and (ii) secure the removal and release of the same.

(d) To the extent the City requires FSH to apply for and prosecute any application for a new or amended drilling or regular production permit from the District for any purpose authorized by this Contract, the City shall provide FSH with detailed information about the necessary permit or amendment. The Parties acknowledge that neither makes any warranty, guarantee, or other representation with respect to whether any such application will be granted.

Section 4.14. Regulatory Filings. (a) During the Contract Term, and except as otherwise expressly provided herein, to the extent filings are or may be required in the future under any laws or regulations, or orders, in order to establish groundwater production volumes for the purpose of issuing permits or for any other purpose in connection with any this Contract, FSH shall be responsible for all such filings through the Service Date and the City shall be responsible thereafter and the filing party shall promptly provide the other Party with a copy of such records and data as may be necessary to establish or preserve the Groundwater Estate and the right to produce Groundwater from the Contract Premises. In any such filing process, if the filing party requests the other's assistance therewith, that party shall make a good faith and diligent effort to (i) provide copies of available data, research, reports, and related materials in the party's possession pertinent to the City's development, permitting, marketing, production, and sale of the Groundwater; and (ii) execute any application or reporting forms required by the District or such other governmental authority having jurisdiction.

(b) With respect to any regulatory filing required to be made by either Party to the District, or any other governmental authority, based upon either Party's operations on the Contract Premises, the production of the Annual Volume, or other activities under this Contract, the filing Party shall (i) timely provide the other Party with all required information to comply with the filing Party's obligations, and (ii) indemnify and hold harmless non-filing Party from any liability, damages, claims, fines or penalties, threatened or imposed, as a result of the other Party's failure to timely or completely perform in the manner required or prescribed by the District or other regulatory authority.

Section 4.15. Administrative Relief. (a) the City will assist and fully cooperate with FSH in protecting the interest and rights of FSH before local, state, and federal administrative authorities and

agencies, including the District, with jurisdiction over the exploration, development, capture, production, ownership, or sale of the Annual Volume, and the Regular Permit. Notwithstanding the foregoing, the City and FSH agree that FSH, or FSH's representative, shall have the concurrent right and privilege along with the City to pursue or defend against proceedings before any administrative agency without the joinder or consent of the City, and the City agrees that FSH shall have standing to pursue or defend any matter before any administrative agency.

(b) Upon request by the City, FSH agrees to support the City in the fulfillment of the City's duties contemplated by subsection (a) above.

Section 4.16. Cooperation. The Parties have agreed herein to offer cooperation in connection with the development and operation of the Wellfield System, the maintenance and perpetuation of the Regular Permit, and implementation of this Contract. For purposes of this Contract and, unless specifically provided otherwise, the requirement of cooperation shall mean that each Party shall by its actions, statements, motions, filings, or other proceeding support the action of the other Party to accomplish any of the foregoing; provided that except as expressly set forth herein, cooperation shall not require the out-of-pocket expenditures of money.

ARTICLE V

RESERVED RIGHTS

Section 5.1. Rights Reserved. (a) Subject to the City's rights under this Contract, including the City's right to produce up to the Annual Volume authorized by the Regular Permit, FSH reserves and excepts from this Contract (i) ownership of the Regular Permit, (ii) the right to the Reserved Volume, and (iii) all title and real property rights to the entirety of the Groundwater Estate of the Contract Premises. FSH expressly reserves the right to produce from the Contract Premises annually any volume of Groundwater out of the Annual Volume which is not taken by the City, subject to Section 5.3. Upon the request of FSH, the City and FSH shall meet to discuss the City's anticipated near-term water needs under this contract to enable FSH planning of water usage, including agricultural and potential water sales for the purpose of preserving the integrity of the Regular Permit.

Section 5.2. Oil, Gas, and Other Minerals. (a) FSH reserves (i) any and all right and title to the mineral estate, and (ii) the right to develop the mineral estate, including the execution of new leases to third persons in, on, or under the Contract Premises for the exploration, development, drilling, and production of oil, gas, and other minerals it owns or controls the executive rights to lease, including all so-called mineral classified and/or university lands, in, on, or under the Contract Premises.

(b) The right to develop and produce the mineral estate as set forth above, whether owned by FSH or some third-party, does not include the right to use any portion of the Contract Premises that unreasonably interferes with the City's ability to produce Groundwater from below the surface of the Contract Premises, or to transport and use Groundwater beyond the boundaries of the Contract Premises, including the City's ability to design, construct, operate, and maintain the Wellfield System. FSH's right to develop and produce the mineral estate includes the right to use Other Groundwater as is reasonably necessary to develop and produce the mineral estate, but does not include the right to

use any of the Annual Volume, or any Groundwater that unreasonably interferes with the City's ability to produce, transport, and use any portion of the Annual Volume.

(c) To the extent FSH may lawfully do so, any such lease shall be made expressly subject to the City's rights under this Contract and subject to any surface and subsurface protection or use agreements between the Parties.

(d) In connection with any lease authorizing the exploration, development, and drilling for and production of oil, gas, and other minerals on the Contract Premises, FSH shall have the exclusive right for the sale of Other Groundwater from the Contract Premises.

(e) FSH will not enter into any new lease, lease amendment, or other agreement for the use of any Groundwater underlying the Contract Premises authorized pursuant to the Regular Permit to be used in secondary or tertiary recovery operations to enhance production of oil, gas, or other minerals from the Contract Premises or elsewhere.

Section 5.3. FSH Use or Sale of Annual Volume to Third Parties. (a) At all times and from time to time during the Contract Term, FSH shall have the following additional rights with respect to that portion of the Annual Volume not taken by the City in any Year:

(1) to use, or allow the surface owner of the Contract Premises to use, such volumes for agricultural purposes on the Contract Premises. FSH shall be responsible for all costs of production of such volumes; and

(2) to sell for any non-municipal beneficial purpose off the Contract Premises. FSH shall be responsible for all costs of production of such volumes.

(b) The volumes described in 5.3(a)(1) shall be without reimbursement to the City and FSH shall reimburse the City for any volume sold pursuant to 5.3(a)(2) at the Annual Rate in effect at the date of the sale on or before the twentieth day of the month following such sale.

(c) All sales and uses made pursuant to this section shall be subject to the City's right to at all times produce, transport, and use all of the Annual Volume.

Section 5.4. Pipeline Access. FSH desires to have the right to utilize excess capacity that may exist from time to time in any Pipeline used to transport the Annual Volume. The Parties agree to work together in good faith on agreements affecting the ownership, funding, or use of any Pipeline.

ARTICLE VI

REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

Section 6.1. FSH's Representations and Warranties. FSH hereby represents and warrants to the City that: (a) FSH is a validly existing Texas limited partnership duly formed and authorized to do all things required of it under the terms of this Contract. The execution and delivery of this Contract

and the performance of FSH's obligations hereunder have been duly authorized by all necessary action on the part of FSH, and this Contract constitutes the legal, valid, and binding obligation of FSH.

(b) The execution by FSH of this Contract and the consummation by FSH of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both will ripen into a default under any contract, deed of trust, security agreement, indenture agreement, instrument, or obligation to which FSH is a party or by which it is bound, including the terms of the Regular Permit.

(c) The Regular Permit, the FSH Farm Wells, the Groundwater and the Contract Premises are located within and are subject to the jurisdiction of the District.

(d) The Regular Permit authorizes the production, transport, and use for beneficial purposes within and beyond the boundaries of the District 28,400 acre feet of Groundwater annually.

Section 6.2. The City's Representations and Warranties. The City hereby represents and warrants to FSH as follows: (a) The City is a home rule municipality duly formed and authorized to do all things required of it under the terms of this Contract pursuant to the Texas Constitution, and the applicable laws of the state and its home rule charter. The execution and delivery of this Contract, and the performance of the obligations hereunder by the City, have been duly authorized by all necessary action on the part of the City pursuant to applicable laws and its Charter provisions. This Contract constitutes a legal, valid, and binding obligation of the City.

(b) The execution by the City of this Contract and the consummation by the City of the transactions contemplated hereby by the City (i) does not and will not result in a breach of any of the terms or provisions of, or constitute a default, or a condition which upon notice or lapse of time or both will ripen into a default under any contract, deed of trust, security agreement, indenture agreement, instrument, or obligation to which the City is a party or by which it is bound, including any bond or bond indenture issued by the City, (ii) is in compliance with all applicable bidding and procurement statutes, regulations and rules, including the City's charter, and (iii) is fully compliant with all other applicable statutes and regulations.

(c) The City shall promptly pay when due all items for which it is responsible that may result in the placement of a lien on the Contract Premises, the Groundwater Estate, or any Groundwater production and/or transport or export permit from the District. If The City fails to pay any such item, including but not limited to any tax, charge, or assessment, or any mechanic's or materialmen's expenses, or if any lien is placed upon the Contract Premises, Groundwater Estate, or any Groundwater production and/or transport or export permit from the District, FSH shall have the right, but not the obligation, to make such payment as a service being provided to the City, and the City hereby covenants to reimburse FSH immediately for any amount so expended or paid, with interest thereon at the highest legal rate per annum from the date of such payment until the date of such reimbursement.

(d) All Facilities, and all alterations, improvements, additions, and repairs made by the City to the Contract Premises or Facilities, shall be constructed, placed, or made in a good and workmanlike manner.

(e) The City will apply for, secure from appropriate governmental authorities, and maintain all required licenses, permits, and other regulatory approvals required to carry out and perform the City's duties and obligations pursuant to this Contract and, throughout the Term of this Contract, comply with the terms and conditions of the Regular Permit together with District rules and applicable laws, including the District's enabling legislation and Chapter 36, Texas Water Code, as well as all other applicable local, state, and federal regulations and laws. To the extent the City requires additional permits or authorizations from the District, the City shall coordinate with FSH timely to secure such permits or authorizations from the District which do not interfere with, impair or negatively impact FSH's Regular Permit, H&E Permit and/or rights to produce and beneficially use either its Groundwater and or Groundwater Estate.

(f) All procedural and administrative requirements necessary for the consideration and approval of this Contract have been properly and timely completed, including the publication of all required notices and action taken at open public meetings of the City.

Section 6.3. FSH's Disclaimers. FSH MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS EXPRESSLY ALL WARRANTIES AND REPRESENTATIONS OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FOLLOWING:

(i) THAT THE CITY CAN OR WILL BE ABLE TO SECURE ANY LICENSES, PERMITS, AND/OR ANY OTHER REQUIRED GOVERNMENTAL AUTHORIZATION OR APPROVAL THE CITY DEEMS TO BE NECESSARY OR DESIRABLE FOR THE CITY'S PURPOSES IN ADDITION TO THE REGULAR PERMIT, INCLUDING FROM THE DISTRICT; AND/OR

(ii) THAT THE GROUNDWATER THE CITY IS ABLE TO PRODUCE FROM THE CONTRACT PREMISES PURSUANT TO THE REGULAR PERMIT IS OF EITHER THE QUANTITY OR THE QUALITY DESIRED BY THE CITY TO BE ABLE TO FULFILL ITS OBLIGATIONS UNDER THIS CONTRACT OR FOR ANY OTHER PURPOSE OR PURPOSES OR USE; AND/OR

(iii) THAT THE GROUNDWATER THAT THE CITY IS ABLE TO PRODUCE FROM THE CONTRACT PREMISES WILL BE CAPABLE OF BEING TREATED OR TRANSPORTED TO ITS CUSTOMERS, OR BE MARKETABLE OR SUITABLE FOR ANY PURPOSE OR USE OF THE CITY, THE CITY'S CUSTOMERS OR OTHERWISE.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.1. Indemnity. (a) TO THE GREATEST EXTENT ALLOWED BY LAW, FSH SHALL NOT BE LIABLE AND THE CITY AGREES, ON BEHALF OF ITSELF AND

ITS RESPECTIVE GOVERNING BODIES, OFFICERS AND MANAGERS, AND AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, TO DEFEND, INDEMNIFY, AND SAVE HARMLESS FSH, ITS PARTNERS, AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, HEIRS, AND ASSIGNS (COLLECTIVELY "*FSH's INDEMNIFIED PARTIES*"), FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, SUITS, JUDGMENTS, SETTLEMENTS, COSTS (INCLUDING COSTS OF SUIT, REASONABLE ATTORNEYS' AND EXPERT FEES, AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY, REAL OR PERSONAL, CAUSED BY, ARISING OUT OF, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY ACT OR OMISSION ON THE PART OF THE CITY, OR ANY OF THEIR RESPECTIVE INVITEES, LICENSEES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, OR REPRESENTATIVES OF THE CITY, OR ON THE PART OF ANY PERSON ENTERING THE PROPERTY UNDER THE EXPRESSED OR IMPLIED INVITATION OF THE CITY OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OR OBLIGATION OF THE CITY UNDER THIS CONTRACT (COLLECTIVELY THE "*INDEMNIFIED CLAIMS*"). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST THE FSH INDEMNIFIED PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE CITY, ON NOTICE FROM FSH, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT THE CITY'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE FSH INDEMNIFIED PARTIES. THE PROVISIONS OF THIS SECTION 7.1 SHALL APPLY TO ALL ACTIVITIES OF THE CITY, WITH RESPECT TO THE CONTRACT PREMISES AND/OR GROUNDWATER. MOREOVER, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS THE FSH INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL INDEMNIFIED CLAIMS ARISING FROM OR OUT OF THE QUANTITY OR QUALITY OF GROUNDWATER PRODUCED, AND/OR SOLD OR DEVELOPED FROM THE CONTRACT PREMISES BY THE CITY, REGARDLESS OF ITS SOURCE, AND TRANSPORTED TO ANY THIRD-PARTY, WHETHER OR NOT A DIRECT CUSTOMER OR END USER OF THE CITY.

(b) TO THE GREATEST EXTENT ALLOWED BY LAW, THE CITY SHALL NOT BE LIABLE AND FSH AGREES, ON BEHALF OF ITSELF AND ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, TO DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AND THE CITY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, HEIRS, AND ASSIGNS (COLLECTIVELY "*THE CITY INDEMNIFIED PARTIES*"), FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, SUITS, JUDGMENTS, SETTLEMENTS, COSTS (INCLUDING COSTS OF SUIT, REASONABLE ATTORNEYS' AND EXPERT FEES, AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY, REAL OR PERSONAL, CAUSED BY, ARISING OUT OF, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY ACT OR OMISSION ON THE PART OF FSH OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, AGENT, SERVANT, CONTRACTOR, SUBCONTRACTOR, OR REPRESENTATIVE OF FSH, OR ON THE

PART OF ANY PERSON ENTERING THE CONTRACT PREMISES UNDER THE EXPRESSED OR IMPLIED INVITATION OF FSH, OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OR OBLIGATION OF FSH UNDER THIS CONTRACT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, FSH, ON NOTICE FROM THE CITY INDEMNIFIED PARTY, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT FSH'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY INDEMNIFIED PARTY. THE PROVISIONS OF THIS SECTION 7.1 SHALL APPLY TO ALL ACTIVITIES OF FSH WITH RESPECT TO THE CONTRACT PREMISES OR GROUNDWATER.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

(d) THE PROVISIONS OF THIS SECTION 7.1 ARE APPLICABLE TO THE PARTIES AND THEIR SUCCESSORS AND ASSIGNS, AND NO ASSIGNMENT OF THIS CONTRACT SHALL RELIEVE A PARTY OF ITS OBLIGATIONS UNDER THIS SECTION 7.1, ALL OF WHICH OBLIGATIONS EACH OF THE PARTIES' SUCCESSORS AND ASSIGNS ASSUME BY ACCEPTANCE OF THIS CONTRACT.

(e) THE PROVISIONS OF THIS SECTION 7.1 SHALL SURVIVE TERMINATION OF THIS CONTRACT FOR A PERIOD OF FOUR YEARS.

Section 7.2. Insurance. Prior to the City performing any activities on the Contract Premises pursuant to the terms of this Contract, the City must deliver evidence to FSH that the City has insurance covering its proposed activities on the Contract Premises. Such insurance (i) shall provide a waiver of subrogation, (ii) shall name FSH as an additional insured as to the obligations assumed by the City and covered by the insurance policy, and (iii) shall be in amounts of coverage not less than One million dollars (\$1,000,000.00) per occurrence.

ARTICLE VIII

ASSIGNMENT

Section 8.1. Assignment by the City. (a) The City may transfer or assign this Contract in whole or in part if the assignment is made expressly subject to this Contract, which assignment must be in writing and signed by the assignee and the following terms and conditions are fully satisfied:

(b) If the assignee is not a governmental entity in the business and capable of competently providing retail or wholesale municipal water supplies to customers, then the sale, transfer, conveyance, or assignment of the entirety or any portion of, or any interest in, the Contract to an assignee or successor, shall require the prior written consent and approval by FSH, which consent and approval shall not be unreasonably withheld or delayed.

(c) If the assignee is a governmental entity in the business and capable of competently providing retail or wholesale municipal water supplies to customers, then the sale, transfer, conveyance, or assignment of the entirety or any portion of, or any interest in, the Contract to an assignee or successor, shall require the City to give FSH prior written notice, but shall not require FSH's prior consent, of the sale, transfer, conveyance, or assignment.

(d) No assignment shall become effective until all of the following conditions have been met:

(1) the City is current in the payment of all amounts due and owing to FSH pursuant to this Contract; and

(2) the City is not in breach of this Contract; and

(3) the City is in compliance with all requirements of the Regular Permit, and any applicable rules, Court order, statutes or other requirement; and

(4) the City's successor or assignee is capable of performing all of City's duties and obligations, including the financial obligations, under both this Contract and the financial obligations of City incurred in connection with the groundwater project contemplated by this Contract, and acknowledges the same in writing to FSH; and

(5) the assignment of this Contract expressly recites and confirms the successor's or assignee's assumption of the terms and conditions of this Contract, and such assignment is signed by the successor or assignee.

(e) The City shall remain obligated to FSH for performance of all City's obligations under this Contract that accrued prior to the date of the assignment, including (i) any of City's payment and reporting obligations which are provided for in this Contract, and (ii) any claim or liability arising out of City's activities under this Contract prior to the date of the assignment, including any such claim or obligation not discovered until afterwards.

(f) Any such successor or assignee of City's rights and obligations shall be bound by the terms and conditions of this Contract to the same extent as City, and such assignment or transfer shall not create or impose upon FSH burdens or obligations greater than set forth in this Contract.

(g) City shall not have any right or authority to make any assignment, transfer, or conveyance of any right or benefit under this Contract to any third-party that is not in the furtherance of this Contract, and any assignment by City shall terminate contemporaneously with the termination of this Contract.

Section 8.2. Assignment by FSH. (a) FSH may, in its sole discretion, freely assign this Contract in whole or in part if the assignment is in writing, signed by the assignee, and is made expressly subject to this Contract and any modifications or amendments thereof.

(b) Before any assignment of the Contract by FSH is effective, the City must agree to the assignment in writing. The City will not unreasonably withhold or delay its consent to the FSH's free assignment of this Contract.

Section 8.3. Condition Precedent to Assignment. No assignment of this Contract will be effective until the assigning Party delivers to the non-assigning Party a copy of the executed assignment agreement, which agreement shall include verification of the assignee's acceptance and assumption of all of the assigning Parties' obligations under the Contract.

Section 8.4. Several Liability. Notwithstanding anything to the contrary contained in this Contract, each Party and any assignee of any portion of any Party's rights and obligations under this Contract (each Party and each such assignee are referred to herein individually as a "***Liable Party***") are severally liable and therefore it is agreed that each ***Liable Party*** shall have no liability or responsibility for any obligations or liabilities of any other ***Liable Party*** under this Contract.

ARTICLE IX

ANNUAL PAYMENTS

Section 9.1. Annual Payment. (a) Each calendar year during the Contract Term, the City will pay to FSH an amount equal to the Volume Rate in effect for such year multiplied by the Annual Volume (the "***Annual Payment***"). The Volume Rate for the term of this Contract shall be:

- (1) Effective Date through December 31, 2024: \$0.30625.
- (2) January 1, 2025 through December 31, 2029: \$0.3425.
- (3) January 1, 2030 through December 31, 2030: \$0.55.

(b) On January 1, 2031, the Volume Rate then in effect (\$0.55) shall be adjusted upward by one-half of one percent, and thereafter, in a like manner, on the first day of January of each succeeding year the Volume Rate then in effect shall be adjusted upward by one-half of one percent.

(c) The City will make the first Annual Payment to FSH within 30 calendar days of the Effective Date, as prorated for the first year based on the number of days remaining in the calendar year from the Effective Date divided by 365. The City will make each subsequent Annual Payment in two equal payments due on the 15th day of January and July of each year. FSH will submit to the City an invoice indicating the total amount due at least 30 days in advance of the due date of each Annual Payment. However, FSH's failure to provide such invoice at any time does not relieve the City of its obligation to pay the total amount due to FSH at the time otherwise required by this subsection. Invoices shall be submitted to the address for "Notice" to the City provided below.

(d) In the event the City fails to pay any payment due and payable pursuant to this Contract within 30 days of the due date, in addition to any other remedy authorized by this Contract or the law, the City shall pay interest on the unpaid balance until the outstanding balance is paid in full at the lesser of (i) the maximum rate of interest permitted by applicable law, or (ii) a variable rate equal to the Index Rate published by the Federal Reserve Rate, plus five percent (5%) per annum. If the Federal Reserve

Rate ceases to publish the Index Rate, FSH may designate a substitute Index Rate determined by FSH to be comparable. In any event, FSH will not impose or collect, and the City will not pay, an amount of interest considered to be illegal or usurious. The amounts due and payable to FSH shall always be reduced to the maximum lawful non-usurious amount.

(e) All payments owed to FSH hereunder shall be made payable to FSH and delivered by ACH or other electronic funds transfer method acceptable to each Party. FSH shall provide the City with appropriate wiring instructions, or the functional equivalent of wiring instructions, upon execution of this Contract. Similarly, FSH is responsible for providing the City with funding instructions in advance of the date any payment is due as the instructions may change from time to time.

(f) All fees and payments to FSH are (i) non-refundable, and (ii) shall not entitle the City to any form of credit toward the purchase, acquisition, or use of water beyond the payment for and use of the Annual Volume during the calendar year for which payment is made. There shall be no banking of water, or the right to water under this Contract, for the inability or failure to take water in prior calendar years.

(g) Notwithstanding any other provision of this Contract to the contrary, if the City is prevented from producing, transporting, or using any portion of the maximum volumes authorized by the Regular Permit through no fault of the City as a result of any rule, law, or regulation (“**Regulatory Curtailment**”), or at any time the Aquifer is incapable of yielding any portion of the maximum volumes authorized by the Regular Permit from the Contract Premises (“**Availability Curtailment**”), then Annual Volume shall be reduced during either such curtailment to those volumes the City is authorized to produce in the event of a Regulatory Curtailment or such volumes capable of production from the Contract Premises in the event of an Availability Curtailment.

Section 9.2. Taxes and Other Assessments/Charges. (a) The City is responsible for any and all taxes, including ad valorem taxes, assessed on the Annual Volume insofar as the same is assessed on the Contract Premises or the Groundwater, as well as any production fees, transport fees, or Export Fees assessed by the District charged on the Annual Volume, whether or not produced.

(b) The City is responsible for the costs imposed by law for all taxes on (i) any improvements the City makes to the Contract Premises, (ii) any equipment, vehicles, and other personal property brought onto the Contract Premises by or on behalf of the City during Contract Term, and (iii) any improvements, equipment, vehicles, and/or other personal property used by the City on the Contract Premises.

(c) The City is responsible for any federal, state, and local income taxes imposed on it by law that are attributable to the City’s operations on, or use of the, Contract Premises and Groundwater.

(d) Notwithstanding anything in this paragraph 9.2 to the contrary, to the extent that the tax, fee, or assessment is attributable to any portion of the Annual Volume taken and used by FSH, or sold, traded, or assigned by FSH to a third-party other than the City or the City’s assignee, FSH shall be responsible for the tax, fee, or assessment levied for the production, transportation, or export of that portion of the Annual Volume taken by FSH and sold pursuant to 5.3.

Section 9.3. Unavailability of Taxes. FSH has no right to demand payment by the City of any obligation assumed or imposed under this Contract, including the obligation to make payments to FSH, from funds raised or to be raised by taxation.

Section 9.4. Interlocal Governmental Agreements. (a) The City may enter into contracts with other political subdivisions pursuant to applicable laws of the State of Texas authorizing contracts between political subdivisions related to the development and provision of water supplies under such terms and conditions as the City determines to be in its best interest.

(b) The City may contract with public and private third-parties for the operation and development of any component of Preliminary Design and the Wellfield System contemplated by this Contract to insure the production, treatment, storage, and transportation of Groundwater from the Contract Premises under such terms and conditions as the City deems to be in its best interest.

(c) Nothing in this Section shall (i) relieve City of its obligations to pay FSH for the Annual Volumes, or (ii) impose on FSH obligations or burdens greater than or diminish FSH's rights set forth in this Contract.

Section 9.5. Limitation of resale of water for Oil Field Operations. The City will not resell water purchased under this Contract for oil field services or other industrial uses outside of its service area.

Section 9.6. Limitation of resale of water for public water supply purposes. (a) FSH will not resell water from the Annual Volume provided for under this Contract to any public water supplier or otherwise to be used for any other public water supply purposes.

(b) The City acknowledges that FSH has from time to time made short-term sales of Groundwater to the City of Ft. Stockton, Texas, Pecos County Water Conservation and Improvement District No. 1, and Pecos County, Texas. FSH acknowledges that the City at its discretion may make similar sales of its Annual Volume to the three entities from time to time under similar circumstances.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Addresses and Notice. (a) All notices and other communications required or permitted under this Contract shall be in writing. Service of all notices under this Contract shall be sufficient if given personally, by national overnight courier, certified mail, or facsimile to the Party involved at its respective address set forth below, or at such address as such Party may provide in writing from time to time in accordance herewith. Any such notice mailed to such address shall be effective when delivered by United States mail, certified, duly addressed, or national overnight courier.

For FSH:

Fort Stockton Holdings L.P.

6 Desta Drive
Suite 3000
Midland, Texas 79705
Attention: T. Mark Tisdale

Telephone: (432) 688-3096
Facsimile: (432) 688-3225

For the City:

City of Midland

300 N. Loraine
City Hall
Midland, Texas 79701
Attention: City Manager

Telephone: (432) 685-7200
Facsimile: (432) 686-1600

(b) Either Party may change its address by giving written notice of the change to the other Party at least fourteen (14) days before the change becomes effective.

Section 10.2. Entire Agreement. The provisions set forth in this Contract shall constitute the entire agreement and understanding between the Parties with respect to the subject matters contained herein and except as expressly provided in this Contract, shall supersede all prior contracts, agreements, and/or understandings between the Parties, or any of them.

Section 10.3. Modification. The provisions of this Contract may be modified or altered only by written agreement, signed by both Parties.

Section 10.4. Remedies on Default. (a) In addition to other remedies available at law or equity, in the event of a monetary default by the City hereunder, including nonpayment on a timely basis of any amount due, that continues for a period of thirty days or more, then FSH shall give written notice to the City of such default and request that such default be remedied with all reasonable dispatch. In the event that the City has not cured such default within sixty (60) days after the receipt of such notice, FSH may terminate this Contract and pursue all available remedies against the City in law and equity.

(b) In the event of any non-monetary default, upon continuance of the default for a period of thirty days or more, then the non-defaulting Party shall give written notice to the asserted defaulting Party specifying the matter with respect to the default and request that the default be remedied. In the event that the asserted defaulting Party has not cured such default within sixty (60) days after the receipt of such notice, the non-defaulting Party may pursue all available remedies against the asserted defaulting Party in law and equity.

(c) The remedies provided for herein are not exclusive, and all other remedies at law or in equity may be availed of by either Party, and shall be cumulative, except as otherwise provided herein.

(d) To the extent permitted by law, neither Party shall be liable to the other for special, consequential, incidental, punitive, exemplary, or indirect damages whether arising in agreement, tort, strict liability, or otherwise.

Section 10.5. Attorneys' Fees and Costs. If, as a result of a breach of this Contract, the Parties, or any of them, employ an attorney or attorneys to enforce its rights hereunder, then the breaching or defaulting Party agrees to pay the prevailing Party's reasonable attorneys' fees and costs incurred to enforce this Contract.

Section 10.6. County Records. (a) FSH and the City agree to record in the real property records of Pecos County a Memorandum of Agreement, providing notice of this Contract, in a form substantially similar to Exhibit No. 1.

(b) FSH may provide a copy of the recorded Memorandum to the District.

Section 10.7. Further Assurances. FSH and the City each agree to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Contract and the consummation of the transactions contemplated herein. Each Party shall execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other Party, to confirm and assure the rights and obligations provided for in this Contract and render effective the consummation of the transactions or otherwise to carry out the intent and purposes of this Contract.

Section 10.8. Waiver. No covenant or condition of this Contract may be waived except by the written consent of the affected Party. Forbearance or indulgence by the affected Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the obligated Party to which the same may apply. Until performance by the obligated Party of said covenant or condition is completed, the affected Party shall, except as limited under the terms of this Contract, be entitled to invoke any remedy available at law or in equity despite any said forbearance or indulgence. Any waiver by either Party of any provision of this Contract shall not be a waiver of any other provision hereof.

Section 10.9. Authority. Each of the persons signing on behalf of FSH and the City confirm they have the authority to execute this Contract on behalf of the Party indicated by their signature and have the authority to bind such Party to this Contract. The City warrants that this Contract was approved by the governing body in accordance with all applicable regulations and statutes.

Section 10.10. Construction. The Parties agree that they have drafted this Contract jointly and that construction of the terms of this Contract shall not be interpreted to favor either Party on the basis of authorship. The titles and captions used in connection with the Sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract or used as interpreting the meanings and provisions hereof.

Section 10.11. Severability. (a) The provisions of this Contract are severable and if, for any reason, any one or more of the provisions contained in this Contract shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

(b) Notwithstanding the breadth of Subsection (a) above, any determination of invalidity or unenforceability related to the City's payment of any sums payable, or due or owing to FSH, which obligation goes to a primary underlying intent and objective of this Contract, any such determination shall render this Contract null and void in its entirety **SAVE AND EXCEPT** (i) the City's obligations to make any payments then due and owing to FSH which shall remain in full force and effect; (ii) the City's responsibilities and obligations for any liabilities related to its operations as described herein shall also remain in full effect; and (iii) the City's obligation to restore and return the Contract Premises to FSH in as good or better condition than FSH delivered the same to the City pursuant to this Contract.

Section 10.12. Force Majeure. Except for the obligation of the City to make payments timely, neither FSH nor the City shall be required to perform any term, condition, or covenant herein, so long as such performance is delayed or prevented by events of Force Majeure. An event of Force Majeure shall not excuse performance under this Contract.

Section 10.13. Governing Law. This Contract shall be construed under, and in accordance with, the laws of the State of Texas.

Section 10.14. Place of Performance/Venue. This Contract is executed and deemed fully performable in Midland County, Texas. Venue as to any cause of action relating to this Contract shall be in the state district courts of Midland County, Texas.

Section 10.15. No Third-party Beneficiaries. (a) FSH and the City have entered into this Contract solely for their own benefit and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than FSH and the City, their successors and assigns. The Parties agree as follows:

(1) This Contract shall be for the sole and exclusive benefit of the Parties hereto and shall never be construed to confer any benefit on any third-party. This Contract shall be binding upon each Party, its successors, and assigns.

(2) This Contract does not create any third-party benefits to any person or entity other than the signatories hereto and their authorized assigns and/or successors in interest and is solely for the consideration herein expressed.

(b) Nothing in this section is intended to limit or otherwise modify the rights of assignment provided for in Article VIII.

Section 10.16. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract. Upon execution of this Contract, a Party may effect delivery by electronic transmission,

including a scanned copy of the executed Contract delivered by email, and such copy so delivered shall be binding on all Parties.

Section 10.17. Effective Date. The Parties agree that this Contract shall become enforceable as of the Effective Date.

Section 10.18. Water Conservation/Regulatory Compliance. (a) The Parties agree to implement this Contract and to use the Groundwater contemplated to be produced, sold, and delivered pursuant to this Contract in a manner that complies with all applicable local, state, and federal rules, regulations, ordinances, and statutes. This obligation expressly includes compliance with the lawful terms and conditions of any permit issued by the District for the production and transport of groundwater from Pecos County, Texas, to the City.

(b) The Parties agree to implement practices and techniques intended to provide for the conservation of water, and to adopt water conservation and drought management plans that comply with the lawful requirements of any applicable governmental authority with jurisdiction over the water to be used by the City.

(c) The City agrees to include requirements similar to those prescribed in this Section 10.18 in any contracts it enters into for the sale or resale of water provided pursuant to this Contract.

Section 10.19. Procedural Matters. The Parties warrant to one another that all procedural requirements necessary for the respective Party to execute this Contract and render the same an enforceable obligation and agreement of the Party have been accomplished, including where applicable the requirements of Chapter 551 of the Texas Government Code.

Section 10.20. Protection of Proprietary Information. The Parties agree that any third-party request for information related to this contract will be processed in accordance with the protections provided for proprietary information under the Texas Public Information Act. In an effort to protect the rights of and benefits to the Parties, respectively, the Parties agree to exercise due care and take all actions reasonably available to them to protect themselves and the confidential and proprietary information from release and/or disclosure, including as may appropriate the following:

- (i) Each Party providing the other Party of prompt notice of any request for disclosure or release of any information, including in particular information considered to be confidential and proprietary, related to this Contract by any third-party, and
- (ii) Each Party agreeing to take prompt reasonable steps to protect against the disclosure or release of any confidential and proprietary information by pursuing protection pursuant to a court order, attorney general opinion, other regulatory relief or related remedies, with notice to the other Party to afford them the opportunity to participate and/or pursue their own separate relief.

WHEREFORE, the Parties execute this Contract for the considerations and purposes stated herein.

SIGNATURES

EXECUTED by the following duly authorized representatives:

**FORT STOCKTON HOLDINGS, L.P.
BY ITS GENERAL PARTNER,
CLAYTON WILLIAMS FARMS, INC.**



Mel Riggs, Vice President

ACKNOWLEDGMENT

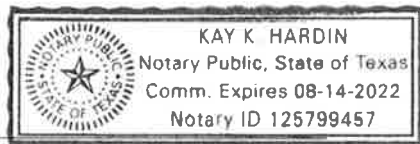
STATE OF TEXAS

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COUNTY OF MIDLAND

This instrument was acknowledged before me on this 12th day of May 2020 by Mel Riggs, Vice President of Clayton Williams Farms, Inc., general partner of Fort Stockton Holdings, L.P.

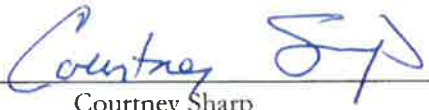
Notary Seal:




Notary Public, State of Texas

My Commission Expires August 14, 2022

CITY OF MIDLAND, TEXAS, A HOME RULE MUNICIPALITY


Courtney Sharp
City Manager

5/12/2020
Date

Attest:

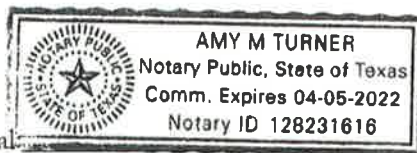

Amy Turner
City Secretary

5/12/2020
Date

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 12th day of May 2020 by Courtney Sharp, City Manager of the City of Midland, Texas.

Notary Seal: 


Notary Public, State of Texas
My Commission Expires 4/5/2022

APPENDIX
to
UNTREATED GROUNDWATER SUPPLY CONTRACT
BETWEEN FORT STOCKTON HOLDINGS, L.P., AND
THE CITY OF MIDLAND, TEXAS

SCHEDULE 1	DEFINITIONS
EXHIBIT NO. 1	MEMORANDUM OF AGREEMENT
EXHIBIT NO. 2	CONTRACT PREMISES
EXHIBIT NO. 3	REGULAR PERMIT

DEFINITIONS
to
UNTREATED GROUNDWATER SUPPLY CONTRACT
BETWEEN FORT STOCKTON HOLDINGS, L.P., AND
THE CITY OF MIDLAND, TEXAS

“Annual Volume” means the 28,400 acre feet of Groundwater that is authorized by the Regular Permit to be, subject to curtailment pursuant to Section 9.1(f):

(i) developed, drilled for, and produced from below the surface of the Contract Premises;
and

(ii) purchased by the City for export beyond the boundaries of the District for municipal, industrial, and agricultural irrigation uses.

“Aquifer” means the geologic water-bearing formation known as the Edwards-Trinity Aquifer as set out in the Regular Permit.

“City Wells” means the groundwater wells drilled and completed in the Aquifer on the Contract Premises, including new wells and replacement wells, operated by or for the City as part of the Wellfield System for the production of Groundwater pursuant to this Contract.

“Contract Premises” means the 14,191.08 acres, more or less, in Pecos County, more specifically described in Exhibit No. 2.

“Contract Term” means the period beginning on the Effective Date and continuing until the Termination Date.

“District” means the Middle Pecos Groundwater Conservation District.

“District Settlement” means that certain agreement titled “Settlement Proposal” effective April 28, 2017, among Fort Stockton Holdings LP and the District et. al.

“Effective Date” is the date of the last signature of the duly authorized representatives executing this Contract.

“Environmental Laws” means any applicable law of the United States or Texas, whether common law, statute, ordinance, rule, regulation, or judicial or administrative decision, policy, or guideline, pertaining to Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of the Effective Date and thereafter.

“Export Fee” means any lawful fee assessed by the District for the transport of the Groundwater from the Contract Premises to a place of beneficial use outside of District’s boundaries as authorized by Section 36.122 of the Texas Government Code, or any successor statute.

“Facilities” means the equipment, pipelines, pumps, compression, power systems, tankage, storage facilities, and buildings, other than the City Wells, comprising the City’s Wellfield System.

“Farm Wells” means the existing 25 Groundwater wells on the Contract Premises, generally described in the Regular Permit, that are permitted by the District to produce Groundwater historically used primarily for irrigation use.

“First Extension Date” means December 31, 2090, which is the end of the extended 20-year period following December 31, 2070.

“Force Majeure” shall mean strikes, insurrections, civil disobedience, lockouts, governmental regulation (excluding the Districts refusal to grant the Regular Permit), material or labor restrictions by any governmental authority, floods, epidemics, pandemics, or any Act of God or other similar cause not reasonably within the control of FSH or the City and which, by the exercise of due diligence, FSH or the City is unable, wholly or in part, to prevent or overcome.

“Groundwater” means all of the underground water, percolating water, artesian water, and any other water from any and all depths producible from the Aquifer beneath the surface of the Contract Premises excluding all portions of the Groundwater Estate.

“Groundwater Estate” means the legal title to and the real property interest in the Groundwater in place and the Groundwater Rights, together with all of the associated rights and hereditaments owned by FSH, including all Reserved Volume.

“Groundwater Rights” means (1) the right to test, explore for, drill for, develop, withdraw, capture, or otherwise produce and beneficially use the Groundwater; (2) the right to use the surface of the Contract Premises for access to, and to explore for, develop, treat, produce, and transport the Groundwater; (3) the right to impose upon the surface of the Contract Premises any sanitary control easements that may be required by the TCEQ, or any successor agency; and (4) all permits, licenses, or other governmental authorizations relating to any portion of the Groundwater acquired by the City for purposes of exercising the rights under this Contract.

“H&E Permits” means the Historic and Existing Use Permits issued by the District that, as of the Effective Date, authorize FSH to produce and beneficially use up to 19,018 acre-feet of Groundwater from the Contract Premises.

“Hazardous Materials” means (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic waste,” or words of similar import in any applicable Environmental Law of the United States or Texas; and (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. part 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. part 302 and amendments thereto).

“Materially Adverse Effect” means a material harmful impact on the City’s ability to reasonably and cost-effectively produce, transport, and use the Annual Volume.

“Metering Equipment” means the Transport Meter, each Well Meter, and any appurtenant equipment and facilities.

“Monitoring Equipment” means the radio controlled data reporting equipment and SCADA equipment installed on four of the FSH Farm Wells located on the Contract Premises that were converted into monitor wells pursuant to the District Settlement.

“Mineral Estate” means all right and title to all oil, gas, and other minerals which FSH may own within, on, or under the Contract Premises.

“Other Groundwater” means all of the underground water, percolating water, artesian water, and any other water in place or producible from any aquifer underlying the Contract Premises other than the Aquifer, including by way of example only, and without limitation, the Rustler, Pecos Valley and Capitan Reef aquifers.

“Pipeline” means the pipeline or pipelines constructed by or for, or acquired by the City to transport the Annual Volume from the Contract Premises to the City’s service area or other customers, and includes pipelines constructed, acquired, leased, or otherwise utilized by or for the City to transport the Groundwater produced from the Contract Premises.

“Preliminary Design” means, at a minimum, the intended locations of new roads or other means of access to the Contract Premises, electric and communications utilities infrastructure, groundwater wells and well sites, pipelines, pumps, and pumping facilities, above-ground water storage facilities, water treatment facilities, construction areas and equipment yards, and other facilities and means of surface access necessary and convenient for the construction, operation and maintenance of the Wellfield System.

“Regular Permit” means the regular operating permit issued by the District to FSH dated July 18, 2017, and appended hereto as Exhibit No. 3 authorizing the annual production, and transportation and use within and beyond the boundaries of the District, of up to 28,400 acre feet of Groundwater for municipal, industrial, and agricultural irrigation purposes, as the permit may be amended or renewed from time-to-time.

“Reserved Volume” means all Groundwater, Other Groundwater, and Groundwater Estate underlying the Contract Premises, together with the appurtenant Groundwater Rights other than the Annual Volume being sold under this Contract authorized for production and use pursuant to the Regular Permit.

“Second Extension Date” means December 31, 2110, which is the end of the extended 20-year period following December 31, 2090.

“Service Date” means the date a pipeline connecting the Contract Premises to the City is completed and operational to its service area.

“TCEQ” means the Texas Commission on Environmental Quality, or its predecessor and successor agencies.

“Termination Date” means the earlier of:

- (a) December 31, 2070;
- (b) the First Extension Date, if the Contract is extended until the First Extension Date pursuant to Section 2.3;
- (c) the Second Extension Date, if the Contract is extended until the Second Extension Date pursuant to Section 2.3; or
- (d) the date on which the Contract is earlier terminated pursuant to Section 2.2.

“Transport Meter” means a meter to be installed at the Contract Premises to measure the volume of Groundwater produced by the City under this Contract and transported from the Contract Premises for beneficial use pursuant to the Regular Permit.

“Volume Rate” means the volumetric rate to be paid by the City to FSH for each 1,000 gallons of Annual Volume determined in accordance with this Contract.

“Well Meter” means the meter to be installed on each of the separate City Wells to be constructed and operated on the Contract Premises by the City for purposes of producing Groundwater under this Contract.

“Wellfield System” means the groundwater production, collection, and transport system, including all City Wells, pumps, Metering Equipment, storage and treatment facilities, pipeline transmission lines, connector or spur lines, electric transmission lines, communication lines, utility poles, and related infrastructure to be designed, engineered and constructed, or acquired and, thereafter, maintained and operated by or for the City to produce and transport Groundwater.

EXHIBIT NO. 1
to
UNTREATED GROUNDWATER SUPPLY CONTRACT
BETWEEN FORT STOCKTON HOLDINGS, L.P., AND
THE CITY OF MIDLAND, TEXAS

MEMORANDUM OF AGREEMENT

MEMORANDUM OF UNTREATED GROUNDWATER SUPPLY CONTRACT

THIS MEMORANDUM OF UNTREATED GROUNDWATER SUPPLY CONTRACT (this “**Memorandum**”) is entered into as of May 12, 2020 (the “**Effective Date**”), by and between The City of Midland Texas, a home rule municipal corporation located in Midland County, Texas, operating pursuant to its City Charter and the laws of the State of Texas (the “**City**”) and Fort Stockton Holdings, L.P., a Texas limited partnership (“**FSH**”) (collectively, the “**Parties**”).

WITNESSETH

The City and FSH have entered an Untreated Groundwater Supply Contract as of the Effective Date (the “**Agreement**”). The Agreement sets forth the terms and conditions for the purchase of produced groundwater from those lands located in Pecos County, Texas more particularly described on Exhibit “A” (the “**Property**”) pursuant to that certain permit issued to FSH by the Middle Pecos Groundwater Conservation District attached hereto as Exhibit “B.” The City and FSH desire to record this Memorandum for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Agreement insofar as the Agreement pertains to the Property and the respective rights of the Parties thereon, including the City’s right to conduct surface operations thereon to produce, gather, store, treat, and transport groundwater for beneficial use by the City, its customers and assigns. The Agreement is for an initial term of 50 years, and includes options for two additional twenty-year extensions. All the provisions of the Agreement and the Exhibits attached thereto are incorporated herein by reference with the same force and effect as if herein set forth in full.

This Memorandum is being recorded in lieu of recording the Agreement itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions thereof, and nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Agreement or the rights, duties, obligations and covenants created thereby, all of which remain in full force and effect. Copies of the Agreement are on file with each of the Parties, whose addresses are:

**Fort Stockton Holdings
L.P.**
6 Desta Drive
Suite 3000
Midland, Texas 79705
Attention: T. Mark Tisdale

City of Midland
300 N. Loraine
City Hall
Midland, Texas 79701
Attention: City Manager

This Memorandum may be executed in one (1) or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date set forth above.

**FORT STOCKTON HOLDINGS, L.P.
BY ITS GENERAL PARTNER,
CLAYTON WILLIAMS FARMS, INC.**



Mel Riggs, Vice President

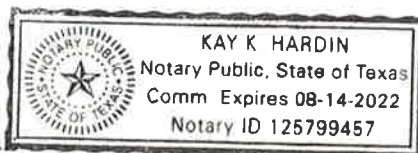
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 12th day of May 2020 by Mel Riggs, Vice President of Clayton Williams Farms, Inc., general partner of Fort Stockton Holdings, L.P.



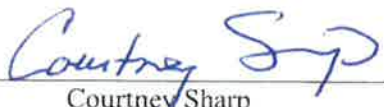
Notary Public, State of Texas



Notary Seal

My Commission
Expires August 14, 2022

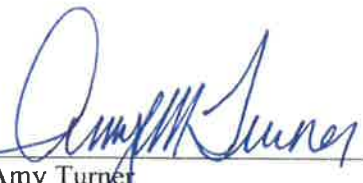
CITY OF MIDLAND, TEXAS, A HOME RULE MUNICIPALITY



Courtney Sharp
City Manager

5/12/2020
Date

Attest:



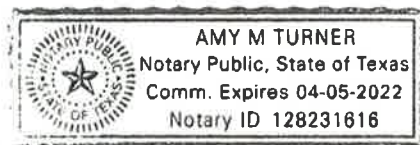
Amy Turner
City Secretary

5/12/2020
Date

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 12th day of May 2020 by Courtney Sharp, City Manager of the City of Midland, Texas.



Notary Seal: _____



Notary Public, State of Texas
My Commission Expires 4/5/2020 *AMT*

EXHIBIT "A"
To
MEMORANDUM OF UNTREATED GROUNDWATER SUPPLY CONTRACT

All or any portion of the following lands in lands in Pecos County, Texas, in which Fort Stockton Holdings, L.P. owns the water rights:

Caramba Farms North:

Section 542, Torres Irrigation and Manufacturing Co. Survey
Section 311, C McKinley Survey,
Section 2, Blk Z2, CT&MC RR Co Survey,
Section 2, Blk 203, F L Cook Survey,
Section 1, Blk 203 JH Handy Survey,
Section 22, Blk 146, T&STL RR Co Survey.

Caramba Farms South:

Section 93, Blk OW,
Section 95, Blk OW,
Section 105, Blk OW,
Section 311, C McKinney Survey,
Section 2, Blk Z2, CT&MC RR Co Survey,
Section 92, Blk OW, GC&SF RR Co Survey.

Stockton Farms:

Sections 97, 98, 99, E/2 102, 104, 110, & 111, Blk OW, GC&SF RR Co Survey,
Sections 26, 28, W/2 29, 56, 72, & 97 Blk 3, T&P RR Co Survey,

Mesa Farms:

Sections 68, 69, 100, 101, 111, 142, 152, 153, & 184, Blk 3, T&P RR Co Survey

EXHIBIT "B"
To
MEMORANDUM OF UNTREATED GROUNDWATER SUPPLY CONTRACT

Copy of FSH's Regular Groundwater Production Permit Issued
by the Middle Pecos Groundwater Conservation District

MIDDLE PECOS
Groundwater Conservation District
Drawer 1644, Fort Stockton, Texas 79735
Phone: 432/336-0698 Fax: 432/336-3407

"AMENDED"
APPLICATION FOR A
PRODUCTION PERMIT AND
AUTHORIZING EXPORT

General Instructions: A Production Permit is required by the District for operating or producing groundwater from any non-exempt well for which a Historic and Existing Use Permit or amendment thereto to include the well has not been issued by the District or timely applied for and awaiting District action. An application for a Production Permit shall contain all the information requested in Rule 11.9. An applicant may file a Production Permit Application for more than one well and also, if the wells are part of a well system as defined by the District's Rules.

Applicant(s) Information: Provide the information requested below. If the Applicant is more than one individual with different residences, attach a separate sheet with a description of their respective interests in the well(s), listing their names and addresses, and designating a contact person. If the Applicant is a corporation, partnership, limited partnership or other business association, state its name and address below and attach written documentation that the Authorized Representative, whose name is provided below, is authorized to represent the well owner. If the applicant is other than the owner of the property, attach documentation establishing the applicable authority to construct and operate a well(s) subject to this application.

Please Print or Type

Applicant: Fort Stockton Holdings, L.P. Phone: (432) 688-3038 Fax: (432) 688-3247

Mailing Address: 6 Desta Drive, Suite 6500 City Midland ST TX Zip 78705

Physical Address: Same E-Mail: platham@claytonwilliams.com

Contact/Authorized Representative: Paul Latham, Vice President (See Attachments "A" and "B") See **Appendix A**

Relationship to Owner/Applicant Vice President, Clayton Williams Farms, Inc., general partner, Fort Stockton Holdings, L.P. See **Appendix A**

Phone: Same Fax: Same E-mail: Same

Mailing Address: Same City Same ST Same Zip Same

Aquifer: This application is for a Production Permit from the following Aquifer: Edwards-Trinity

Proposed Groundwater Withdrawal Amount: Total amount of groundwater applied for in this application in acre-feet per year (1 acre-foot equals 325,851 gallons): 47,418.49,000 ac-ft/year, less the volume of water produced under Applicant's Existing and Historic Use Permits for the same wells during the same calendar year.* **28,400** acre-feet per year

List the requested amount of groundwater withdrawal for each purpose in acre-feet per year (1 acre-foot is 325,851 gallons), the duration required for each use (if perpetual, mark as such, otherwise, provide a date for the last withdrawal) and describe in detail each proposed use:

Domestic	Amount: <u>N/A 0.0 ac-ft/yr</u>	Duration of Use: <u>N/A 0.0 ac-ft/yr</u>	28,400 ac-ft/yr for
Livestock	Amount: <u>N/A 0.0 ac-ft/yr</u>	Duration of Use: <u>N/A 0.0 ac-ft/yr</u>	Agricultural use, less the
	Proposed Use (Number and type of livestock): <u>N/A 0.0 ac-ft/yr</u>		volume produced for other
			authorized uses of municipal
			and industrial .

Irrigation	Amount: <u>N/A 0.0 ac-ft/yr</u>	Duration of Use: <u>N/A 0.0 ac-ft/yr</u>
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Proposed Use (Type and acreage of crops, type of irrigation (spray, drip, etc.)): N/A 0.0 ac-ft/yr

Public Supply Amount: N/A 47,418 ac-ft/yr, less the volume of water produced under Applicant's Existing and Historic Use Permits for the same wells during the same calendar year, and less the volume of water produced for Industrial use pursuant to this permit during the same calendar year.* **28,400** ac-ft/yr, less the volume produced for other authorized uses of **agricultural** and **industrial**.

Duration of Use: 5 years minimum/50 years contingent, as further described in the attached Permit Supplement D(1), and renewable thereafter. Applicant intends to apply for renewals.

See Special Permit Condition 2 (attached)

Proposed Use (location, number of people, provide copy of contract): Supply wholesale water to municipal water purveyors within the Texas Water Development Board's State Water Plan "Region F" Planning Area (31 TAC) as described in the attached Permit Supplement.

Industrial Amount: N/A 47,418 ac-ft/yr, less the volume of water produced under Applicant's Existing and Historic Use Permits for the same wells during the same calendar year, and less the volume of water produced for Public Supply use pursuant to this permit during the same calendar year.* 28,400 ac-ft/yr, less the volume produced for other authorized uses of agricultural and municipal.

Duration of Use: 5 years minimum/50 years contingent, as further described in the attached Permit Supplement D(1), and renewable thereafter. Applicant intends to apply for renewals. See Special Permit Condition 2 (attached)

Proposed Use (type of industry): e.g. manufacturing, electric generation, Oil & Gas, etc.

Other Amount: 49,000 acre-feet/year 0.0 ac-ft/yr Duration of Use: perpetual 0.0 ac-ft/yr

Proposed Use: Multiple uses for Public Supply, Industrial, Irrigation, and Livestock purposes 0.0 ac-ft/yr

~~* This application is not requesting any increase in the total volume of groundwater production already approved by the District, because the production allowed under this proposed permit would be limited to the amount of groundwater production not used under applicant's Existing and Historic Use Permits in a given year for the same wells. As explained in greater detail elsewhere in the Application, the maximum annual volume of water Applicant will be entitled to produce during any calendar year, whether allocated to Public Supply or Industrial purposes, shall never exceed 47,418 ac-ft/yr. Moreover, in combination with Applicant's separate Existing and Historic Use Permits issued by the District, which authorize total production of 47,418 ac-ft/yr, Applicant has requested inclusion of a Special Condition in its Production Permit to be issued pursuant to this Application which would limit Applicant's total annual production pursuant to its new Production Permit and its Existing and Historic Use Permits to a combined maximum production volume of 47,418 ac-ft/yr. Applicant understands that water produced under this permit for Public Supply and/or Industrial purposes will be subject to the District's rules relating to new permits, and not the rules which remain applicable to its Existing and Historic Use Permits.~~

Rate of Production for each well subject to this application (in gallons per minute): (See Attachment "C") See Appendix B-1

Estimated Rate of withdrawal per year: (See Attachment "C") See Appendix B-1

Maximum Rate of withdrawal per year: (See Attachment "C") See Appendix B-1

Location of Use: Please describe the location of use: Within Texas Water Development Board's State Water Plan "Region F" Planning Area (31 TAC) as described in the attached Supplement. (See Attachment "D")

If the proposed location of use is outside Pecos County, attach a separate sheet that addresses the three issues set forth in District Rule 11.9.1(a)(7). See Attached Supplement Special Permit Conditions

Land ownership: Total number of acres of land contiguous in ownership with the land where the well(s) are located: 18,510.61 acres, 14,191.08 acres

Provide well owner's identification name for each well relied upon to support this application: See Appendix C

Well Owner's Name:

Well Reference in Applicant's Registration

Fort Stockton Holdings, L.P.

See Attachment "C"

Same

Same

SEE SUPPLEMENT ATTACHED

DECLARATION: I agree that the water withdrawn from the well(s) will be put to beneficial, nonwasteful use at all times. I agree that reasonable diligence will be used to protect groundwater quality. I agree to abide by the rules of the Middle Pecos Groundwater Conservation District, the District Management Plan, and orders of the District's Board of Directors. I agree to comply with the District's well capping and plugging guidelines and report any well closure to the District. Furthermore, I agree not to exceed the production allowance of the Production Permit. I understand and agree that my withdrawal and beneficial use of groundwater authorized by a Production Permit issued by the District may be limited if the District determines that reductions are necessary pursuant to the aquifer-based production limit, proportional adjustment, or permit limit rules of the District (District Rules 10.3, 10.4, and 10.5).

Although Applicant understands this permit will be subject to the District's rules, and Applicant agrees to abide by such rules, nothing in this application should be construed as a waiver of Applicant's right to obtain compensation for a taking of its vested property rights in the event that the application of the District's rules to Applicant's groundwater rights results in a taking of vested property rights in any given year. Furthermore, nothing in this application should be construed as a waiver of Applicant's right to appeal or challenge the validity of any of the District's rules either administratively or in a court of competent jurisdiction.

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

Signature of Applicant:



L. Paul Latham, Vice President

Date: July 8, 2009

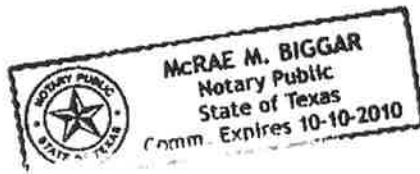
AFFIDAVIT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared L. Paul Latham, acting in his capacity as Vice President, Clayton Williams Farms, Inc., a Delaware corporation, as the sole General Partner of Fort Stockton Holdings, L.P., a Texas limited partnership, the Applicant in Application filed with the Middle Pecos Groundwater Conservation District on July 13, 2009, who after being by me duly sworn, upon oath deposes and says that he has read the statements and information in the foregoing letter providing amendatory and supplemental/clarifying language in connection with said July 13th Application and that the same are true and correct to the best of his knowledge.


L. Paul Latham for the Applicant

Subscribed and Sworn to before me this 24th day of September, 2009.



McRae M. Beggar
Signature of Notary

McRae M Biggar
Printed Name of Notary

10-10-2017
Date of Expiration

Approval or denial of this application is subject to the rules of the District.
For District Use Only:

Date Application Received: 9/28/09 Mapped: _____

Field Inspection: _____

District Well Nos. _____

Application Approved: YES ☒ ~~NO~~

Signature: Elmer Sanchez

Date: 10 June 2011

Paul Weatherly
Signature

General Manager 9/28/0

Permit Approved.

Jerry McGuairt
Jerry McGuairt 7-18-17
Board President Date

See attached special permit.

FORT STOCKTON HOLDINGS, L.P. PRODUCTION PERMIT
SPECIAL PERMIT CONDITIONS

1. Groundwater production is authorized in the amount of 28,400 acre-feet of Edwards-Trinity aquifer per year produced from the FSH-owned (not leased) properties for municipal, industrial, and agricultural purposes within and outside of the District.
2. The permit term shall be three years as provided for in Texas Water Code Section 36.122(i)(1), or thirty years as provided for in Texas Water Code Section 36.122(i)(2).
3. Production from this Production Permit shall be from those wells in those amounts set forth on the attached well schedule; provided, however, FSH may file applications for new or replacement wells as authorized by the District's rules.
4. FSH will not file a permit application to produce additional quantities of groundwater from the Edwards-Trinity aquifer on the properties at issue in FSH's application for a period of not less than five (5) years.
5. If the District imposes Management Zone 1 pro-rata cutbacks and those cutbacks are less restrictive than the restrictions in the special permit condition, the less restrictive cutbacks are applicable to FSH.
6. FSH agrees that it is subject to the District's rules as may be amended.
7. FSH must develop and adopt a conservation plan consistent with the District's rules, including a provision requiring FSH's subsequent customers to develop and implement water conservation plans consistent with the District's Rules, including notice of potential curtailment of production.
8. FSH agrees to meter and report separately water produced from its wells for agricultural use on the FSII property and water transported for municipal and industrial purposes off the property under its H&E Permits and the new Operating Permit.
9. FSH agrees to designate those wells identified in the attached "Monitor Well Thresholds and Cutbacks" as monitor wells and install monitoring and associated satellite telemetry equipment to allow the District to monitor aquifer conditions based upon its production. The selection of these wells and details of the monitoring equipment and related commitments must be mutually agreed upon with the District and memorialized in a monitoring well agreement between FSH and the District.

**FORT STOCKTON HOLDINGS, L.P. PRODUCTION PERMIT
SPECIAL PERMIT CONDITIONS**

10. FSH agrees to pay the District an export or transport fee on groundwater produced and delivered for beneficial use outside of the District at a rate either on a per acre-foot or 1,000 gallon unit basis consistent with other export fee rates the District has negotiated recently, which the Parties anticipate to be an agreed export fee rate of \$0.025 per 1,000 gallons. This agreement will be similar to existing agreements for payment of export fees recently entered into with other permittees.
11. FSH will look to the development of aquifers other than the Edwards-Trinity Aquifer (specifically, the Capitan and/or Rustler Aquifers) for additional permitted water for export for municipal and industrial purposes before applying for permits to export additional Edwards-Trinity Aquifer water for municipal and industrial use.
12. This permit is contingent on FSH's and Republic Water Company of Texas, LLC's (Republic LLC's) performance under the settlement agreement executed among the District, FSH, Republic LLC, and Clayton Williams Farms, Inc.
13. **The attached schedule entitled "Monitor Well Thresholds and Cutbacks" applies to this permit until a Joint Study can be conducted and until such time as the Board determines relaxing the restrictions in this schedule are justified by the results of the Joint Study. Any cutbacks in this schedule shall go into effect April 1st of each year and remain effect through March 31st of the immediately following year.**
14. **The Study scope, project management, and responsibility for funding shall be agreed to between FSH and District within 6 months. The study shall commence shortly after an agreement is reached on the scope.**
15. If the District imposes MZ 1 pro-rata cutbacks and those cutbacks are less restrictive than the restrictions in this special permit condition, the less restrictive cutbacks are applicable to FSII.

Monitor Well Thresholds and Cutbacks

Well		Reference Point Elevation (ft MSL)	Winter Threshold 1		Winter Threshold 2 (Historic Maximum)		Winter Threshold 3		Winter Threshold 4		Maximum Recent Drawdown (Winter to Summer)	Summer Threshold		Recent Depth to Water	
Short Name	Long Name		Depth to Water (ft)	Basis	Depth to Water (ft)	Basis	Depth to Water (ft)	Basis	Depth to Water (ft)	Basis		Depth to Water (ft)	Basis	Winter	Summer
Mpgcd320	King, Woodward, #320	3068	205	Win2+5	200	Data 1/1999	195	Win2-5	190	Win2-10	45	245	Win2+Max DD	113	148
Mpgcd331	Fl Stockton, Cemetery, #323	3031	198	Win2+5	193	Data 1/2000	188	Win2-5	183	Win2-10	15	208	Win2+Max DD	146	148
C-5	C-5, FSH Well	3009	110	Win2+5	105	WPC 1973	100	Win2-5	95	Win2-10	72	177	Win2+Max DD	60	187
M-9	M-9, FSH Well	3261	313	Win2+5	308	WPC 1973	303	Win2-5	298	Win2-10	48	356	Win2+Max DD	246	283
S-45	S-45, FSH Well	1067	165	Win2+5	160	WPC 1973	155	Win2-5	150	Win2-10	56	216	Win2+Max DD	92	115
S-6	S-6, FSH Well	3123	285	Win2+5	200	WPC 1973	195	Win2-5	190	Win2-10	62	262	Win2+Max DD	118	139
Mpgcd305	Cockrell, Belding, #305	3233	292	Win2+5	287	WPC 1973	282	Win2-5	277	Win2-10	75	362	Win2+Max DD	206	230
Mpgcd318	Cookman Ranch, Well 1	2957	72	Win2-5	67	WPC 1973	62	Win2-5	57	Win2-10	33	100	Win2+Max DD	30	49
Mpgcd334	Carpenter, #334	3051	140	Win2+5	135	WPC 1973	130	Win2-5	125	Win2-10	36	371	Win2+Max DD	104	126
Interstate	Interstate Well, FSH Well	2988	96	Win2+5	91	WPC 1973	86	Win2-5	81	Win2-10	40	131	Win2+Max DD	49	71
Prison	TDCJ, Prison Well	3199	258	Win2+5	253	WPC 1973	248	Win2-5	243	Win2-10	50	303	Win2+Max DD	184	224

Threshold Action
 Winter Threshold 1 If 6 of 11 are below threshold, 100% reduction in FSH non-historical use pumping
 Winter Threshold 2 If 6 of 11 are below threshold, 50% reduction in FSH non-historical use pumping
 Winter Threshold 3 If 6 of 11 are below threshold, 30% reduction in FSH non-historical use pumping
 Winter Threshold 4 If 6 of 11 are below threshold, 10% reduction in FSH non-historical use pumping
 Summer Threshold If 6 of 11 are below threshold, meeting in 60 days between FSH and MFGCD to discuss data

Notes
 Maximum Recent Drawdown (Winter to Summer) based on evaluation of recent data (~2010 to 2016)
 Summer Thresholds derived by adding maximum recent drawdown (from historic data) to Winter 1 Threshold
 Recent Depth to Water are from actual data: maximum (summer) and minimum (winter) from spring 2016 to winter 2017

Appendix A

Contact/Authorized Representative

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Suite 5725
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Round Rock, TX 78664
Phone: (512) 244-2172
E-Mail: MThornhill@tgi-water.com

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Appendix B-1

Report Number	Well	General Description	Longitude	Latitude	Elevation (feet AMSL)	Survey Name	Abstract Number	Range of Well Depth (feet below ground level)	Aquifer	Property Offsets	Peak Rate of Production (gpm)	Pump and Pump Capacity
2005021409	C-1	2.16 miles ESE of intersection of I-10 Service Rd. and CR 4839	-103.028650	30.890990	3005	GC&SF RR CO	4402	362**	Edwards	1,042 feet from West property line 2,740 feet from North property line	2,000	125 HP, 2,000 gpm (est)
2005021410	C-2	2 miles ESE of intersection of I-10 Service Rd. and CR 4839	-103.031400	30.891090	3006	GC&SF RR CO	4402	346**	Edwards	179 feet from West property line 2,756 feet from North property line	3,000	300 HP, 3,000 gpm (est)
2005021411	C-3	1.83 miles ESE of intersection of I-10 Service Rd. and CR 4839	-103.034550	30.891260	3008	Taylor, E.	4627	350**	Edwards	811 feet from East property line 1,208 feet from South property line	3,000	300 HP, 3,000 gpm (est)
2005021412	C-4	2.42 miles ESE of intersection of I-10 Service Rd. and CR 4839	-103.025820	30.886550	3006	GC&SF RR CO	4402	406**	Edwards	1,970 feet from West property line 1,665 feet from South property line	2,000	200 HP, 2,000 gpm (est)
2005021130	M-1	2.26 miles S of southernmost intersection of CR 896 & FM 2037	-103.026135	30.757445	3293	T&P RR CO	5276	725***	Edwards	45 feet from West property line 27 feet from south property line	2,200	450 HP, 2,200 gpm (est)
2005021131	M-2	1.76 miles S of southernmost intersection of CR 896 & FM 2037	-103.026150	30.764695	3279	T&P RR CO	5276	432*	Edwards	48 feet from West property line 2,663 feet from South property line	1,500	450 HP, 1,500 gpm (est)
2005021132	M-3	1.51 miles S of southernmost intersection of CR 896 & 2037	-103.026160	30.768281	3277	T&P RR CO	5276	410***	Edwards	49 feet from West property line 1,358 feet from North property line	2,200	450 HP, 2,200 gpm (est)
2005021133	M-4	0.76 miles S of southernmost intersection of CR 896 & FM 2037	-103.026148	30.779308	3262	T&P RR CO	5274	410***	Edwards	62 feet from West property line 2,642 feet from North property line	1,800	200 HP, 1,800 gpm (est)
2005021134	M-5	0.82 miles E of northernmost intersection of CR 896 & FM 2037	-103.007656	30.792598	3238	T&P RR CO	6015	330***	Edwards	605 feet from West property line 2,316 feet from South property line	2,200	450 HP, 2,200 gpm (est)
2005021135	M-6	0.92 miles E of northernmost intersection of CR 896 & FM 2037	-103.005992	30.792928	3231	T&P RR CO	6015	335**	Edwards	1,130 feet from West property line 2,316 feet from South property line	2,000	300 HP, 2,000 gpm (est)
2005021136	M-7	0.9 miles E of northernmost intersection of CR 896 & FM 2037	-103.006354	30.794657	3213	T&P RR CO	6015	343*	Edwards	1,029 feet from West property line 2,945 feet from South property line	2,000	450 HP, 2,000 gpm (est)
2005021137	M-8	0.95 miles E of intersection of FM 2037 & Old Alpine Hwy	-102.995600	30.800244	3195	T&P RR CO	6015	520**	Edwards	308 feet from East property line 206 feet from North property line	1,000	250 HP, 1,000 gpm (est)
2005021138	M-9	1.26 miles E of northernmost intersection of CR 896 & FM 2037	-103.026153	30.772017	3282	T&P RR CO	5276	545*	Edwards	55 feet from West property line 0 feet from North property line	800	100 HP, 800 gpm (est)
2005021444	NC-2	0.34 miles NE of intersection of I-10 Service Rd. & Leon Farms Rd	-102.963650	30.899027	2981	Handy, I H	5486	na	unknown	1,493 feet from West property line 15 feet from South property line	500	150 HP, 500 gpm (est)
2005020923	S-1	2.6 miles N of Old Alpine Hwy & Pecan Rd.	-103.043509	30.815876	3152	T&P RR CO	5601	340***	Edwards	62 feet from East property line 50 feet from South property line	1,400	250 HP, 1,400 gpm (est)

COPY

2005020924	S-2	2.5 miles NW of Intersection of FM 2037 & Old Alpine Hwy.	-103.043829	30.823565	3144	T&P RR CO	5601	465**	Edwards	155 feet from East property line 2,470 feet from North property line
2005020926	S-4	1,480 feet N of S-2	-103.013542	30.827628	3141	T&P RR CO	5601	510*	Edwards-Trinity	60 feet from East property line feet from North property line
2005020928	S-6	2,407 feet N of S-2	-103.043513	30.830453	3121	T&P RR CO	8970	455*	Edwards	55 feet from East property line feet from South property line
2005020933	S-11	0.99 miles south of Intersection of Williams Rd. & Brangus Rd.	-103.025947	30.830560	3128	T&P RR CO	9548	425**	Edwards-Trinity	100 feet from West property line feet from South property line
2005020937	S-13	2,743 feet E of S-11	-103.017201	30.830579	3131	T&P RR CO	9548	360***	Edwards	2,354 feet from East property line feet from South property line
2005021109	S-18	0.45 miles W of Intersection of FM 2037 & Brangus Rd.	-103.010304	30.859055	3066	GC&SF RR CO	8357	312*	Edwards	2,325 feet from east property line feet from South property line
2005021110	S-19	3,593 feet W of S-18	-103.021756	30.859023	3074	GC&SF RR CO	8357	302*	Edwards-Trinity	179 feet from West property line feet from South property line
2005021111	S-20	468 feet N of S-19	-103.021846	30.860309	3064	GC&SF RR CO	8357	360*	Edwards	150 feet from West property line feet from South property line
200502116	S-26	2.05 miles W of Intersection of FM 2037 & Brangus Rd.	-103.037221	30.858870	3077	GC&SF RR CO	4563	500**	Edwards	738 feet from East property line feet from North property line
2005021120	S-32	1.93 miles W of Intersection of FM 2037 & Brangus Rd.	-103.035110	30.858848	3088	GC&SF RR CO	4563	316**	Edwards	76 feet from East property line feet from North property line

Appendix C

FSH/CWF Well Schedule							
Farm/ Well Name	MPGCD #	Historic & Existing Use	New Operating Permit	Historic & Existing Remaining	Year of Maximum H&E Use		
Mesa Farm							
M-1	2005021130	2,129.00	2,129.00	0.00	1993		
M-2	2005021131	1,419.00	1,419.00	0.00	1993		
M-3	2005021132	2,149.00	2,149.00	0.00	1990		
M-4	2005021133	1,758.00	1,758.00	0.00	1990		
M-5	2005021134	1,328.00	1,328.00	0.00	2004		
M-6	2005021135	1,727.00	1,727.00	0.00	2003		
M-7	2005021136	1,727.00	1,727.00	0.00	2003		
M-8	2005021137	928.00	928.00	0.00	1994		
M-9	2005021138	332.00	332.00	0.00	1994		
		13,497 H&E	13,497.00	0.00			
Stockwell Farm							
#1	2005020923	458.00	458.00	0.00	1998		
#2	2005020924	1,352.00	1,352.00	0.00	2002		
#3	2005020925	27.00		27.00	1993		
#4	2005020926	1,839.00	1,839.00	0.00	2004		
#5	2005020927	1,590.00		1,590.00		Leased on Ryan	
#6	2005020928	424.00	424.00	0.00	2000		
#7	2005020929	1,297.00		1,297.00	2004		
#8	2005020930	1,400.00		1,400.00	1993		
#9	2005020931	742.00		742.00	2003		
#10	2005020932	1,789.00		1,789.00	1990		
#11	2005020933	1,381.00	1,381.00	0.00	2002		
#12	2005020934	8.00		8.00	2001		
#13	2005020937	924.00	920.00	0.00	2002		
#15	2005020938	948.00		948.00	2004		
#18	2005021109	406.00	406.00	0.00	1994		
#19	2005021110	406.00	406.00	0.00	1994		
#20	2005021111	406.00	406.00	0.00	1994		
#21	2005021112	2,456.00		2,456.00		Leased on McKenzie	
#22	2005021113	1,452.00		1,452.00			
#23	2005021114	1,838.00		1,838.00			
#25	2005021115	1,169.00		1,169.00	2004		
#26	2005021116	1,318.00	1,318.00	0.00	2004		
#27	2005021117	940.00		944.00	2004		
#28	2005021118	875.00		875.00	2004		
#29	2005021119	875.00		875.00	2004		
#32	2005021120	1,537.00	1,537.00	0.00	2004		
#33	2005021121	1,878.00		1,878.00	2004		
#34	2005021122	1196	Rustler (0)			Leased on Pryor	
#40	2005021123	68.00		68.00	1996		
		30,597 H&E	10,447.00	18,954.00			
Caramba Farms							
C-1 (Brown#1)	2005021409	849.00	849.00	0.00			
C-2 (Brown#2)	2005021410	1,273.00	1,273.00	0.00			
C-3 (Brown#3)	2005021411	1,273.00	1,273.00	0.00			
C-4 (Brown#4)	2005021412	849.00	849.00	0.00			
Caramba#2	2005021444	212.00	212.00	0			
		4,456 H&E	4,456.00	0.00			
NOTE: MOVED 4 AC-FT FROM #13 TO #27 (WILL REQUEST IN AMENDMENT)							
		Historic & Existing Use	New Operating Permit	Remaining H&E	H&E on Leased Land		
Mesa Farm		13,497.00	13,497.00	0.00	0.00		
Stockwell Farm		18,954.00		18,954.00			
Grand Totals		48,560.00			8,332.00		
	S#34 Rustler 1196 ac-ft						
	Totals				7,136 E/T		
20,150 ac-ft total H&E Remaining							
FSH shows 47,416. There is an error from Camba farms C-6 40 ac-ft and Caramba farms C-Orchard 14 ac-ft and a correction on S-6 from 434 to 424 ac-ft Board action on Jan 18th 2008 is only 5 wells on Caramba for 4,456							

EXHIBIT NO. 2
to
UNTREATED GROUNDWATER SUPPLY CONTRACT
BETWEEN FORT STOCKTON HOLDINGS, L.P., AND
THE CITY OF MIDLAND, TEXAS

CONTRACT PREMISES

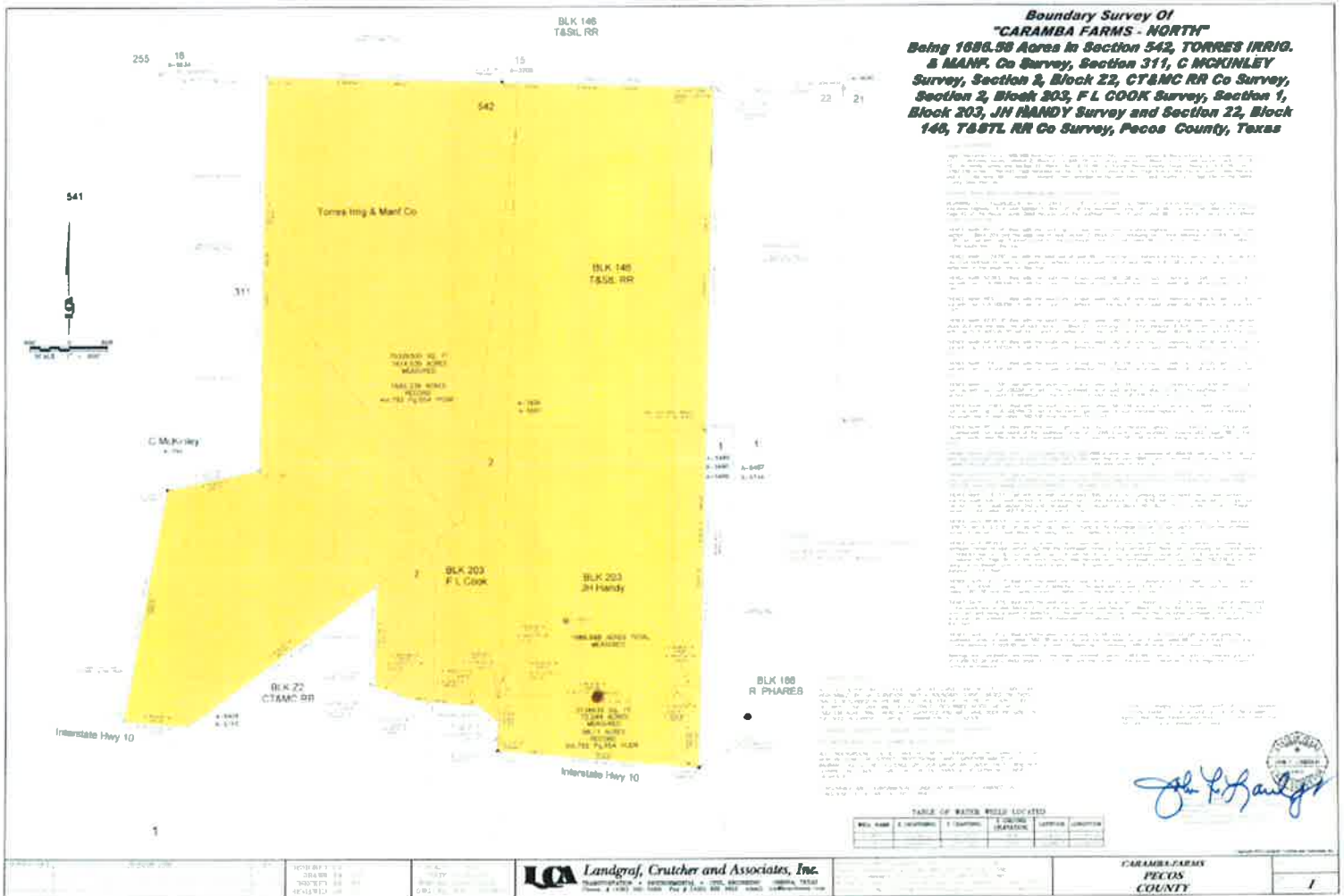
Those lands depicted and described on the following four maps, less and except those tracts denoted as leased lands:

Caramba Farms North,

Caramba Farms South,

Stockton Farms,

Mesa Farms.



SURVEY OF "STOCKTON FARMS"

Being a 4213.70 Acre Tract in Sections 97, 98, 99, East 1/2 102, 104, 110 & 111, Block OW, GC&SF RR Co Survey & Sections 26, 27, 28, West 1/2 29 & 56, Block 3, T&P RR Co Survey, a 528.3 Acre Tract in Section 26, Block 3, T&P RR Co Survey, A 1343.3 Acre Tract in Sections 72 and 97, Block 3, T&P RR Co Survey, 15.3 Acres of FM 2037 in Section 26, Block 3, T&P RR Co Survey, 9.1 Acres of FM 2037 in Sections 100 and 104, Block OW, GC&SF RR Co Survey, A 634.2 Acre Tract in Section 100, Block OW, GC&SF RR Co Survey, A 538.4 Acre Tract in Section 2, Abstract 9035, A 642.8 Acre Tract in Section 96, A 62.7 Acre Tract in the West Half of Section 102, and A 320.5 Acre Tract in the East Half of Section 29, GC&SF RR Co Survey, Pecos County, Texas

LINE TABLE

LINE NO.	SECTION	ACRES	TYPE OF SURVEY	DATE OF SURVEY
1	26	528.3	T&P RR Co	1904
2	26	1343.3	T&P RR Co	1904
3	26	15.3	T&P RR Co	1904
4	26	9.1	T&P RR Co	1904
5	100	634.2	GC&SF RR Co	1904
6	2	538.4	GC&SF RR Co	1904
7	96	642.8	GC&SF RR Co	1904
8	102	62.7	GC&SF RR Co	1904
9	29	320.5	GC&SF RR Co	1904

TABLE OF WATER RIGHTS LOCATED

WATER RIGHT	SECTION	ACRES	TYPE OF SURVEY	DATE OF SURVEY
1	26	528.3	T&P RR Co	1904
2	26	1343.3	T&P RR Co	1904
3	26	15.3	T&P RR Co	1904
4	26	9.1	T&P RR Co	1904
5	100	634.2	GC&SF RR Co	1904
6	2	538.4	GC&SF RR Co	1904
7	96	642.8	GC&SF RR Co	1904
8	102	62.7	GC&SF RR Co	1904
9	29	320.5	GC&SF RR Co	1904

CURVE TABLE

CURVE NO.	SECTION	ACRES	TYPE OF SURVEY	DATE OF SURVEY
1	26	528.3	T&P RR Co	1904
2	26	1343.3	T&P RR Co	1904
3	26	15.3	T&P RR Co	1904
4	26	9.1	T&P RR Co	1904
5	100	634.2	GC&SF RR Co	1904
6	2	538.4	GC&SF RR Co	1904
7	96	642.8	GC&SF RR Co	1904
8	102	62.7	GC&SF RR Co	1904
9	29	320.5	GC&SF RR Co	1904

LEGEND

- LAND TRACT 7
- LAND TRACT 8
- LAND TRACT 9
- LAND TRACT 10
- LAND TRACT 11

SCALE 1" = 2000'

[Signature]

SEE SHEET 2 FOR WATER AND BORING LOCATIONS

Landgraf, Orscher and Associates, Inc.

**STOCKTON FARMS
PECOS COUNTY
TEXAS**

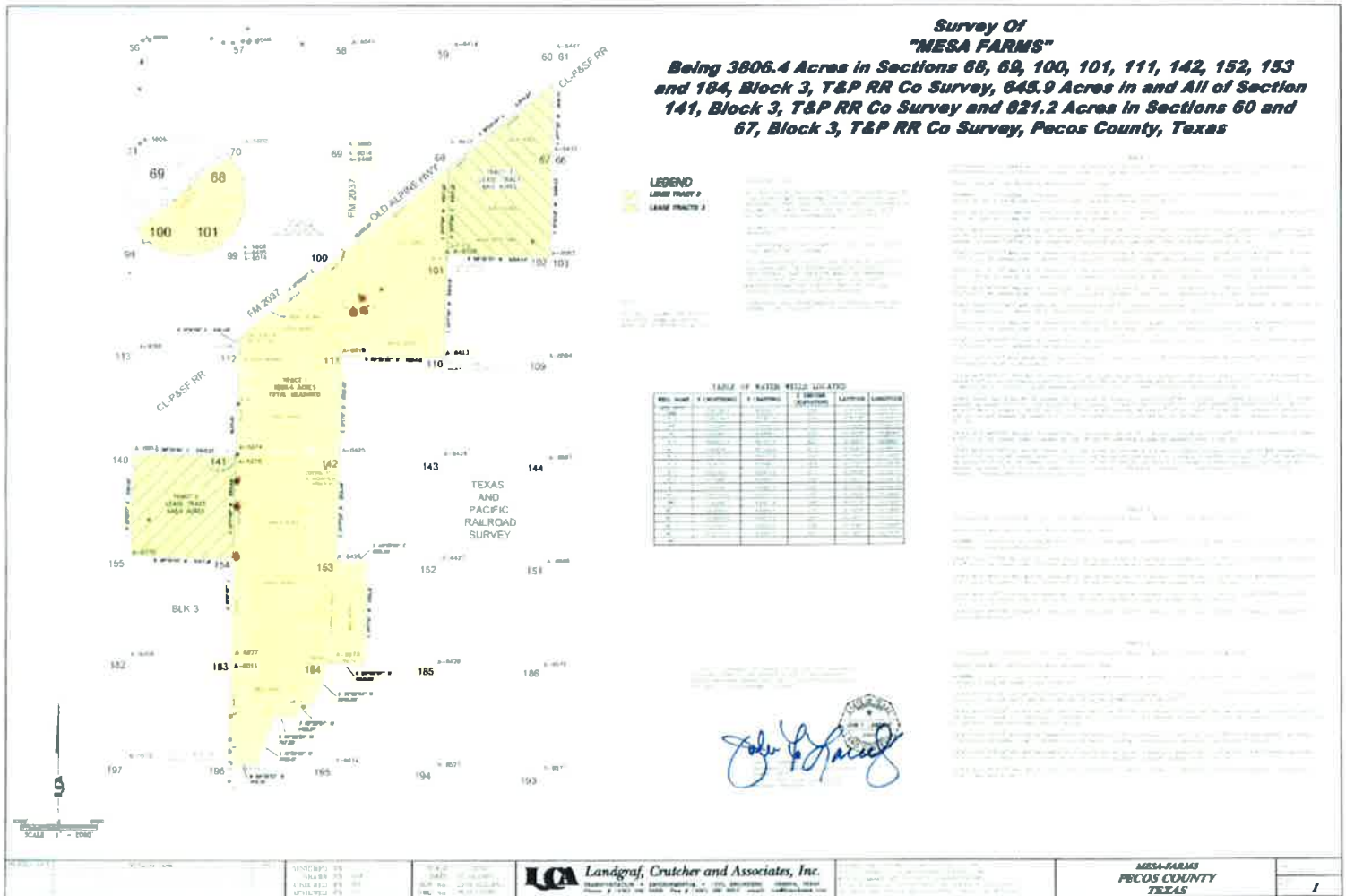


EXHIBIT NO. 3
to
UNTREATED GROUNDWATER SUPPLY CONTRACT
BETWEEN FORT STOCKTON HOLDINGS, L.P., AND
THE CITY OF MIDLAND, TEXAS

REGULAR PERMIT

MIDDLE PECOS
Groundwater Conservation District
Drawer 1644, Fort Stockton, Texas 79735
Phone: 432/336-0698 Fax: 432/336-3407

"AMENDED"
APPLICATION FOR A
PRODUCTION PERMIT AND
AUTHORIZING EXPORT

General Instructions: A Production Permit is required by the District for operating or producing groundwater from any non-exempt well for which a Historic and Existing Use Permit or amendment thereto to include the well has not been issued by the District or timely applied for and awaiting District action. An application for a Production Permit shall contain all the information requested in Rule 11.9. An applicant may file a Production Permit Application for more than one well and also, if the wells are part of a well system as defined by the District's Rules.

Applicant(s) Information: Provide the information requested below. If the Applicant is more than one individual with different residences, attach a separate sheet with a description of their respective interests in the well(s), listing their names and addresses, and designating a contact person. If the Applicant is a corporation, partnership, limited partnership or other business association, state its name and address below and attach written documentation that the Authorized Representative, whose name is provided below, is authorized to represent the well owner. If the applicant is other than the owner of the property, attach documentation establishing the applicable authority to construct and operate a well(s) subject to this application.

Please Print or Type

Applicant: Fort Stockton Holdings, L.P. Phone: (432) 688-3038 Fax: (432) 688-3247

Mailing Address: 6 Desta Drive, Suite 6500 City Midland ST TX Zip 78705

Physical Address: Same E-Mail: platham@claytonwilliams.com

Contact/Authorized Representative: Paul Latham, Vice President (See Attachments "A" and "B") See Appendix A

Relationship to Owner/Applicant Vice President, Clayton Williams Farms, Inc., general partner, Fort Stockton Holdings, L.P. See Appendix A

Phone: Same Fax: Same E-mail: Same

Mailing Address: Same City Same ST Same Zip Same

Aquifer: This application is for a Production Permit from the following Aquifer: Edwards-Trinity

Proposed Groundwater Withdrawal Amount: Total amount of groundwater applied for in this application in acre-feet per year (1 acre-foot equals 325,851 gallons): 47,418.49,000 ac-ft/year, less the volume of water produced under Applicant's Existing and Historic Use Permits for the same wells during the same calendar year.* **28,400** acre-feet per year

List the requested amount of groundwater withdrawal for each purpose in acre-feet per year (1 acre-foot is 325,851 gallons), the duration required for each use (if perpetual, mark as such, otherwise, provide a date for the last withdrawal) and describe in detail each proposed use:

Domestic	Amount: <u>N/A 0.0 ac-ft/yr</u>	Duration of Use: <u>N/A 0.0 ac-ft/yr</u>	28,400 ac-ft/yr for Agricultural use, less the volume produced for other authorized uses of municipal and industrial.
Livestock	Amount: <u>N/A 0.0 ac-ft/yr</u>	Duration of Use: <u>N/A 0.0 ac-ft/yr</u>	
Proposed Use (Number and type of livestock): <u>N/A 0.0 ac-ft/yr</u>			

Irrigation	Amount: <u>N/A 0.0 ac-ft/yr</u>	Duration of Use: <u>N/A 0.0 ac-ft/yr</u>
Proposed Use (Type and acreage of crops, type of irrigation (spray, drip, etc.)): <u>N/A 0.0 ac-ft/yr</u>		

Public Supply Amount: N/A 47,418 ac-ft/yr, less the volume of water produced under Applicant's Existing and Historic Use Permits for the same wells during the same calendar year, and less the volume of water produced for Industrial use pursuant to this permit during the same calendar year.* **28,400** ac-ft/yr, less the volume produced for other authorized uses of agricultural and industrial.

Duration of Use: 5 years minimum/50 years contingent, as further described in the attached Permit Supplement D(1), and renewable thereafter. Applicant intends to apply for renewals.

See Special Permit Condition 2 (attached)

Proposed Use (location, number of people, provide copy of contract): Supply wholesale water to municipal water purveyors within the Texas Water Development Board's State Water Plan "Region F" Planning Area (31 TAC) as described in the attached Permit Supplement.

Industrial Amount: N/A 47,418 ac-ft/yr, less the volume of water produced under Applicant's Existing and Historic Use Permits for the same wells during the same calendar year, and less the volume of water produced for Public Supply use pursuant to this permit during the same calendar year. * 28,400 ac-ft/yr, less the volume produced for other authorized uses of agricultural and municipal.

Duration of Use: 5 years minimum/50 years contingent, as further described in the attached Permit Supplement D(1), and renewable thereafter. Applicant intends to apply for renewals. See Special Permit Condition 2 (attached)

Proposed Use (type of industry): e.g. manufacturing, electric generation, Oil & Gas, etc.

Other Amount: 49,000 acre-feet/year 0.0 ac-ft/yr Duration of Use: perpetual 0.0 ac-ft/yr

Proposed Use: Multiple uses for Public Supply, Industrial, Irrigation, and Livestock purposes 0.0 ac-ft/yr

~~* This application is not requesting any increase in the total volume of groundwater production already approved by the District, because the production allowed under this proposed permit would be limited to the amount of groundwater production not used under applicant's Existing and Historic Use Permits in a given year for the same wells. As explained in greater detail elsewhere in the Application, the maximum annual volume of water Applicant will be entitled to produce during any calendar year, whether allocated to Public Supply or Industrial purposes, shall never exceed 47,418 ac-ft/yr. Moreover, in combination with Applicant's separate Existing and Historic Use Permits issued by the District, which authorize total production of 47,418 ac-ft/yr, Applicant has requested inclusion of a Special Condition in its Production Permit to be issued pursuant to this Application which would limit Applicant's total annual production pursuant to its new Production Permit and its Existing and Historic Use Permits to a combined maximum production volume of 47,418 ac-ft/yr. Applicant understands that water produced under this permit for Public Supply and/or Industrial purposes will be subject to the District's rules relating to new permits, and not the rules which remain applicable to its Existing and Historic Use Permits.~~

Rate of Production for each well subject to this application (in gallons per minute): (See Attachment "C") See Appendix B-1

Estimated Rate of withdrawal per year: (See Attachment "C") See Appendix B-1

Maximum Rate of withdrawal per year: (See Attachment "C") See Appendix B-1

Location of Use: Please describe the location of use: Within Texas Water Development Board's State Water Plan "Region F" Planning Area (31 TAC) as described in the attached Supplement. (See Attachment "D")

If the proposed location of use is outside Pecos County, attach a separate sheet that addresses the three issues set forth in District Rule 11.9.1(a)(7). See Attached Supplement Special Permit Conditions

Land ownership: Total number of acres of land contiguous in ownership with the land where the well(s) are located: 18,510.61 acres: 14,191.08 acres

Provide well owner's identification name for each well relied upon to support this application: See Appendix C

Well Owner's Name:

Well Reference in Applicant's Registration

Fort Stockton Holdings, L.P.

See Attachment "C"

Same

Same

SEE SUPPLEMENT ATTACHED

DECLARATION: I agree that the water withdrawn from the well(s) will be put to beneficial, nonwasteful use at all times. I agree that reasonable diligence will be used to protect groundwater quality. I agree to abide by the rules of the Middle Pecos Groundwater Conservation District, the District Management Plan, and orders of the District's Board of Directors. I agree to comply with the District's well capping and plugging guidelines and report any well closure to the District. Furthermore, I agree not to exceed the production allowance of the Production Permit. I understand and agree that my withdrawal and beneficial use of groundwater authorized by a Production Permit issued by the District may be limited if the District determines that reductions are necessary pursuant to the aquifer-based production limit, proportional adjustment, or permit limit rules of the District (District Rules 10.3, 10.4, and 10.5).

Although Applicant understands this permit will be subject to the District's rules, and Applicant agrees to abide by such rules, nothing in this application should be construed as a waiver of Applicant's right to obtain compensation for a taking of its vested property rights in the event that the application of the District's rules to Applicant's groundwater rights results in a taking of vested property rights in any given year. Furthermore, nothing in this application should be construed as a waiver of Applicant's right to appeal or challenge the validity of any of the District's rules either administratively or in a court of competent jurisdiction.

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

Signature of Applicant:



L. Paul Latham, Vice President

Date: July 8, 2009

AFFIDAVIT

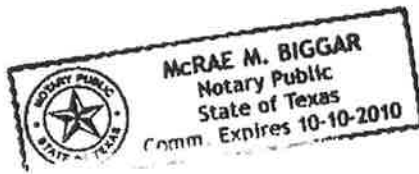
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

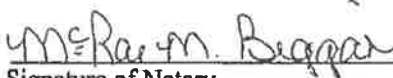
Before me, the undersigned authority, on this day personally appeared L. Paul Latham, acting in his capacity as Vice President, Clayton Williams Farms, Inc., a Delaware corporation, as the sole General Partner of Fort Stockton Holdings, L.P., a Texas limited partnership, the Applicant in Application filed with the Middle Pecos Groundwater Conservation District on July 13, 2009, who after being by me duly sworn, upon oath deposes and says that he has read the statements and information in the foregoing letter providing amendatory and supplemental/clarifying language in connection with said July 13th Application and that the same are true and correct to the best of his knowledge.



L. Paul Latham for the Applicant

Subscribed and Sworn to before me this 24th day of September, 2009.





Signature of Notary

McRae M. Biggar

Printed Name of Notary

10-10-2010

Date of Expiration

Approval or denial of this application is subject to the rules of the District.
For District Use Only:

Date Application Received: 9/28/09 Mapped: _____
Field Inspection: _____
District Well Nos. _____

Application Approved:
____ YES ☒ NO

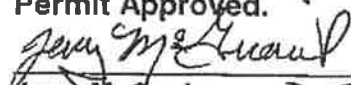
Signature: 

Date: 10 June 2011



Signature
General Manager 9/28/09

Title Date

Permit Approved.


Jerry McGuairt 7-18-17
Board President Date

See attached special permit.

FORT STOCKTON HOLDINGS, L.P. PRODUCTION PERMIT
SPECIAL PERMIT CONDITIONS

1. Groundwater production is authorized in the amount of 28,400 acre-feet of Edwards-Trinity aquifer per year produced from the FSH-owned (not leased) properties for municipal, industrial, and agricultural purposes within and outside of the District.
2. The permit term shall be three years as provided for in Texas Water Code Section 36.122(i)(1), or thirty years as provided for in Texas Water Code Section 36.122(i)(2).
3. Production from this Production Permit shall be from those wells in those amounts set forth on the attached well schedule; provided, however, FSH may file applications for new or replacement wells as authorized by the District's rules.
4. FSH will not file a permit application to produce additional quantities of groundwater from the Edwards-Trinity aquifer on the properties at issue in FSH's application for a period of not less than five (5) years.
5. If the District imposes Management Zone 1 pro-rata cutbacks and those cutbacks are less restrictive than the restrictions in the special permit condition, the less restrictive cutbacks are applicable to FSH.
6. FSH agrees that it is subject to the District's rules as may be amended.
7. FSH must develop and adopt a conservation plan consistent with the District's rules, including a provision requiring FSH's subsequent customers to develop and implement water conservation plans consistent with the District's Rules, including notice of potential curtailment of production.
8. FSH agrees to meter and report separately water produced from its wells for agricultural use on the FSII property and water transported for municipal and industrial purposes off the property under its H&E Permits and the new Operating Permit.
9. FSH agrees to designate those wells identified in the attached "Monitor Well Thresholds and Cutbacks" as monitor wells and install monitoring and associated satellite telemetry equipment to allow the District to monitor aquifer conditions based upon its production. The selection of these wells and details of the monitoring equipment and related commitments must be mutually agreed upon with the District and memorialized in a monitoring well agreement between FSH and the District.

**FORT STOCKTON HOLDINGS, L.P. PRODUCTION PERMIT
SPECIAL PERMIT CONDITIONS**

10. FSH agrees to pay the District an export or transport fee on groundwater produced and delivered for beneficial use outside of the District at a rate either on a per acre-foot or 1,000 gallon unit basis consistent with other export fee rates the District has negotiated recently, which the Parties anticipate to be an agreed export fee rate of \$0.025 per 1,000 gallons. This agreement will be similar to existing agreements for payment of export fees recently entered into with other permittees.
11. FSH will look to the development of aquifers other than the Edwards-Trinity Aquifer (specifically, the Capitan and/or Rustler Aquifers) for additional permitted water for export for municipal and industrial purposes before applying for permits to export additional Edwards-Trinity Aquifer water for municipal and industrial use.
12. This permit is contingent on FSH's and Republic Water Company of Texas, LLC's (Republic LLC's) performance under the settlement agreement executed among the District, FSH, Republic LLC, and Clayton Williams Farms, Inc.
13. **The attached schedule entitled "Monitor Well Thresholds and Cutbacks" applies to this permit until a Joint Study can be conducted and until such time as the Board determines relaxing the restrictions in this schedule are justified by the results of the Joint Study. Any cutbacks in this schedule shall go into effect April 1st of each year and remain effect through March 31st of the immediately following year.**
14. **The Study scope, project management, and responsibility for funding shall be agreed to between FSH and District within 6 months. The study shall commence shortly after an agreement is reached on the scope.**
15. If the District imposes MZ 1 pro-rata cutbacks and those cutbacks are less restrictive than the restrictions in this special permit condition, the less restrictive cutbacks are applicable to FSH.

Monitor Well Thresholds and Cutbacks

Well		Reference Point Elevation (ft MSL)	Winter Threshold 1		Winter Threshold 2 (Historic Minimum)		Winter Threshold 3		Winter Threshold 4		Maximum Recent Drawdown (Winter to Summer)	Summer Threshold		Recent Depth to Water	
Short Name	Long Name		Depth to Water (ft)	Basin	Depth to Water (ft)	Basin	Depth to Water (ft)	Basin	Depth to Water (ft)	Basin		Depth to Water (ft)	Basin	Winter	Summer
Mpgcd320	King, Woodward, #320	3068	205	Win2+5	200	Data 1/1999	195	Win2-5	190	Win2-10	45	245	Win2+Max DD	113	148
Mpgcd323	Fl Stockton, Cemetery, #323	3031	198	Win2+5	193	Data 1/2000	188	Win2-5	183	Win2-10	15	208	Win2+Max DD	146	148
C-5	C-5, FSH Well	3009	110	Win2+5	105	WPC 1973	100	Win2-5	95	Win2-10	72	177	Win2+Max DD	60	107
M-9	M-9, FSH Well	3261	313	Win2+5	308	WPC 1973	303	Win2-5	298	Win2-10	48	356	Win2+Max DD	246	283
S-45	S-45, FSH Well	3067	165	Win2+5	160	WPC 1973	155	Win2-5	150	Win2-10	56	216	Win2+Max DD	92	115
S-6	S-6, FSH Well	3123	205	Win2+5	200	WPC 1973	195	Win2-5	190	Win2-10	62	262	Win2+Max DD	118	159
Mpgcd305	Cochran, Belding, #305	3233	292	Win2+5	287	WPC 1973	282	Win2-5	277	Win2-10	75	362	Win2+Max DD	206	250
Mpgcd310	Okolona Ranch, Well 1	2957	72	Win2-5	67	WPC 1975	62	Win2-5	57	Win2-10	33	100	Win2+Max DD	30	49
Mpgcd334	Carpenter, #334	3051	140	Win2+5	135	WPC 1975	130	Win2-5	125	Win2-10	36	171	Win2+Max DD	104	126
Interstate	Interstate Well, FSH Well	2988	96	Win2+5	91	WPC 1975	86	Win2-5	81	Win2-10	40	131	Win2+Max DD	49	71
Prison	TDCJ, Prison Well	3199	258	Win2+5	253	WPC 1973	248	Win2-5	243	Win2-10	50	303	Win2+Max DD	184	224

Threshold	Action
Winter Threshold 1	If 6 of 11 are below threshold, 100% reduction in FSH non-historical use pumping
Winter Threshold 2	If 6 of 11 are below threshold, 50% reduction in FSH non-historical use pumping
Winter Threshold 3	If 6 of 11 are below threshold, 30% reduction in FSH non-historical use pumping
Winter Threshold 4	If 6 of 11 are below threshold, 10% reduction in FSH non-historical use pumping
Summer Threshold	If 6 of 11 are below threshold, meeting in 60 days between FSH and MFGCD to discuss data

Notes
Maximum Recent Drawdown (Winter to Summer) based on evaluation of recent data (~2010 to 2016)
Summer Thresholds derived by adding maximum recent drawdown (from historic data) to Winter 1 Threshold
Recent Depth to Water are from actual data: maximum (summer) and minimum (winter) from spring 2016 to winter 2017

Appendix A

Contact/Authorized Representative

Jeff Williams
#6 Desta Drive
Suite 5725
Midland, TX 79705
Phone: (432) 682-6324
Fax: (432) 336-3842
E-Mail: gataga73@yahoo.com

Ed McCarthy
1122 Colorado Street
Suite 2399
Austin, TX 78701
Phone: (512) 904-2310
Fax: (512) 692-2826
E-Mail: ed@ermlawfirm.com

Mike Thornhill
1104 S. Mays Street
Suite 200
Round Rock, TX 78664
Phone: (512) 244-2172
E-Mail: MThornhill@tgi-water.com

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Appendix B-1

Project Number	Well	General Description	Longitude	Latitude	Elevation (feet AMSL)	Survey Name	Abstract Number	Range of Well Depth (feet below ground level)	Aquifer	Property Offsets	Peak Rate of Production (gpm)	Pump and Pump Capacity
2005021409	C-1	2.16 miles ESE of Intersection of I-10 Service Rd. and CR 4839	-103.028650	30.890990	3005	GC&SF RR CO	4402	382**	Edwards	1,042 feet from West property line 2,740 feet from North property line	2,000	125 HP, 2,000 gpm (est)
2005021410	C-2	2 miles ESE of Intersection of I-10 Service Rd. and CR 4839	-103.031400	30.891090	3006	GC&SF RR CO	4402	346**	Edwards	179 feet from West property line 2,756 feet from North property line	3,000	300 HP, 3,000 gpm (est)
2005021411	C-3	1.83 miles ESE of Intersection of I-10 Service Rd. and CR 4839	-103.034550	30.891260	3008	Taylor, E.	4627	350**	Edwards	811 feet from East property line 1,208 feet from South property line	3,000	300 HP, 3,000 gpm (est)
2005021412	C-4	2.42 miles ESE of Intersection of I-10 Service Rd. and CR 4839	-103.025820	30.886550	3006	GC&SF RR CO	4402	406**	Edwards	1,970 feet from West property line 1,665 feet from South property line	2,000	200 HP, 2,000 gpm (est)
2005021130	M-1	2.26 miles S of southernmost Intersection of CR 896 & FM 2037	-103.026135	30.757445	3293	T&P RR CO	5276	725***	Edwards	45 feet from West property line 27 feet from south property line	2,200	450 HP, 2,200 gpm (est)
2005021131	M-2	1.76 miles S of southernmost Intersection of CR 896 & FM 2037	-103.026150	30.764695	3279	T&P RR CO	5276	432*	Edwards	48 feet from West property line 2,663 feet from South property line	1,500	450 HP, 1,500 gpm (est)
2005021132	M-3	1.51 miles S of southernmost Intersection of CR 896 & 2037	-103.026160	30.768281	3277	T&P RR CO	5276	410***	Edwards	49 feet from West property line 1,358 feet from North property line	2,200	450 HP, 2,200 gpm (est)
2005021133	M-4	0.76 miles S of southernmost Intersection of CR 896 & FM 2037	103.026148	30.779308	3262	T&P RR CO	5274	410***	Edwards	62 feet from West property line 2,642 feet from North property line	1,800	200 HP, 1,800 gpm (est)
2005021134	M-5	0.82 miles E of northernmost Intersection of CR 896 & FM 2037	-103.007656	30.792598	3238	T&P RR CO	6015	330***	Edwards	605 feet from West property line 2,316 feet from South property line	2,200	450 HP, 2,200 gpm (est)
2005021135	M-6	0.92 miles E of northernmost Intersection of CR 896 & FM 2037	-103.005992	30.792928	3231	T&P RR CO	6015	335**	Edwards	1,130 feet from West property line 2,316 feet from South property line	2,000	300 HP, 2,000 gpm (est)
2005021136	M-7	0.9 miles E of northernmost Intersection of CR 896 & FM 2037	-103.006354	30.794657	3213	T&P RR CO	6015	343*	Edwards	1,029 feet from West property line 2,945 feet from South property line	2,000	450 HP, 2,000 gpm (est)
2005021137	M-8	0.95 miles E of Intersection of FM 2037 & Old Alpine Hwy.	102.993600	30.800244	3195	T&P RR CO	6015	520**	Edwards	308 feet from East property line 206 feet from North property line	1,000	250 HP, 1,000 gpm (est)
2005021138	M-9	1.26 miles E of northernmost Intersection of CR 896 & FM 2037	-103.026153	30.772017	3282	T&P RR CO	5276	545*	Edwards	55 feet from West property line 0 feet from North property line	800	100 HP, 800 gpm (est)
2005021444	NC-2	0.34 miles NE of Intersection of I-10 Service Rd. & Leon Farms Rd.	-102.963650	30.899027	2981	Handy, J.H.	5486	na	unknown	1,493 feet from West property line 15 feet from South property line	500	150 HP, 500 gpm (est)
2005020923	S-1	2.6 miles N of Old Alpine Hwy & Pecan Rd.	-103.043509	30.815876	3152	T&P RR CO	5601	340***	Edwards	62 feet from East property line 50 feet from South property line	1,400	250 HP, 1,400 gpm (est)

COPY

2005020924	S-2	2.5 miles NW of Intersection of FM 2037 & Old Alpine Hwy.	-103.043629	30.823565	3144	T&P RR CO	5601	465**	Edwards	155 feet from East property line 2,470 feet from North property line
2005020926	S-4	1,480 feet N of S-2	-103.013542	30.827628	3141	T&P RR CO	5601	510*	Edwards-Trinity	60 feet from East property line feet from North property line
2005020928	S-6	2,407 feet N of S-2	-103.043513	30.830453	3121	T&P RR CO	8970	455*	Edwards	55 feet from East property line feet from South property line
2005020933	S-11	0.99 miles south of Intersection of Williams Rd. & Brangus Rd.	-103.025947	30.830560	3128	T&P RR CO	9548	425**	Edwards-Trinity	100 feet from West property line feet from South property line
2005020937	S-13	2,743 feet E of S-11	-103.017201	30.830579	3131	T&P RR CO	9548	360***	Edwards	2,354 feet from East property line feet from South property line
2005021109	S-18	0.45 miles W of Intersection of FM 2037 & Brangus Rd.	-103.010304	30.859055	3066	GC&SF RR CO	8357	312*	Edwards	2,325 feet from East property line feet from South property line
2005021110	S-19	3,593 feet W of S-18	-103.021756	30.859023	3074	GC&SF RR CO	8357	302*	Edwards-Trinity	179 feet from West property line feet from South property line
2005021111	S-20	468 feet N of S-19	-103.021846	30.860309	3064	GC&SF RR CO	8357	360*	Edwards	150 feet from West property line feet from South property line
200502116	S-26	2.05 miles W of Intersection of FM 2037 & Brangus Rd.	-103.037221	30.858870	3077	GC&SF RR CO	4563	500**	Edwards	738 feet from East property line feet from North property line
2005021120	S-32	1.93 miles W of Intersection of FM 2037 & Brangus Rd.	-103.035110	30.858848	3088	GC&SF RR CO	4563	316**	Edwards	76 feet from East property line feet from North property line

FSH/CWF Well Schedule

Farm/ Well Name	MPGCD #	Historic & Existing Use	New Operating Permit	Historic & Existing Remaining	Year of Maximum H&E Use			
Mesa Farm								
M-1	2005021130	2,129.00	2,129.00	0.00	1993			
M-2	2005021131	1,419.00	1,419.00	0.00	1993			
M-3	2005021132	2,149.00	2,149.00	0.00	1990			
M-4	2005021133	1,758.00	1,758.00	0.00	1990			
M-5	2005021134	1,328.00	1,328.00	0.00	2004			
M-6	2005021135	1,727.00	1,727.00	0.00	2003			
M-7	2005021136	1,727.00	1,727.00	0.00	2003			
M-8	2005021137	928.00	928.00	0.00	1994			
M-9	2005021138	332.00	332.00	0.00	1994			
		13,497 H&E	13,497.00	0.00				
Stockton Farm								
#1	2005020923	458.00	458.00	0.00	1998			
#2	2005020924	1,352.00	1,352.00	0.00	2002			
#3	2005020925	27.00		27.00	1993			
#4	2005020926	1,839.00	1,839.00	0.00	2004			
#5	2005020927	1,590.00		1,590.00			Leased on Ryan	
#6	2005020928	424.00	424.00	0.00	2000			
#7	2005020929	1,297.00		1,297.00	2004			
#8	2005020930	1,400.00		1,400.00	1993			
#9	2005020931	742.00		742.00	2003			
#10	2005020932	1,789.00		1,789.00	1990			
#11	2005020933	1,381.00	1,381.00	0.00	2002			
#12	2005020934	8.00		8.00	2001			
#13	2005020937	924.00	920.00	0.00	2002			
#15	2005020938	948.00		948.00	2004			
#18	2005021109	408.00	408.00	0.00	1994			
#19	2005021110	406.00	406.00	0.00	1994			
#20	2005021111	408.00	408.00	0.00	1994			
#21	2005021112	2,456.00		2,456.00			Leased on McKenzie	
#22	2005021113	1,452.00		1,452.00				
#23	2005021114	1,638.00		1,638.00				
#25	2005021115	1,189.00		1,189.00	2004			
#26	2005021116	1,318.00	1,318.00	0.00	2004			
#27	2005021117	840.00		944.00	2004			
#28	2005021118	875.00		875.00	2004			
#29	2005021119	875.00		875.00	2004			
#32	2005021120	1,537.00	1,537.00	0.00	2004			
#33	2005021121	1,878.00		1,878.00	2004			
#34	2005021122	1196	Rustler (0)				Leased on Pryor	
#40	2005021123	88.00		88.00	1990			
		30,597 H&E	10,447.00	18,954.00				
Camba Farms								
C-1 (Brown#1)	2005021409	849.00	849.00	0.00				
C-2 (Brown#2)	2005021410	1,273.00	1,273.00	0.00				
C-3 (Brown#3)	2005021411	1,273.00	1,273.00	0.00				
C-4 (Brown#4)	2005021412	849.00	849.00	0.00				
Caramba#2	2005021444	212.00	212.00	0				
		4,456 H&E	4,456.00	0.00				
NOTE: MOVED 4 AC-FT FROM #13 TO #27 (WILL REQUEST IN AMENDMENT)								
						H&E on Leased Land		
Mesa Farm		13,497.00	13,497.00	0.00	0.00			
Stockton Farm								
Grand Totals		48,550.00			8,332.00			
	S#34 Rustler 1196 ac-ft							
	Totals				7,138 E/F			
20,150 ac-ft total H&E Remaining								
FSH shows 47,418. There is an error from Camba farms C-8 40 ac-ft and Caramba farms C-Orchard 14 ac-ft and a correction on S-6 from 434 to 424 ac-ft								
Board action on Jan 18th 2006 is only 5 wells on Caramba for 4,456								

Resolution Approving Memorandum of Understanding with Midland and San Angelo

GROUNDWATER SUPPLY PROJECT





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Amendment to FAA Reimbursable Agreement AJW-FN-CSA-23-SW-005677 to Increase the Scope and Fee for FAA Project Oversight (Don Green)

GENERAL INFORMATION

The design of the new air tanker ramp at Abilene Regional Airport has the ramp placed over existing FAA fiber lines. The Airport's engineer has designed a relocation of the lines that FAA engineers have had to review and approve through a Reimbursable Agreement (RA) through which the Airport pays FAA up to \$29,494.80 for FAA staff time, travel and overhead costs during the design phase.

As this project nears completion of design and moves to the construction phase this fall, FAA has provided an amendment to the RA for oversight of the fiber relocation construction. This amendment for the construction phase is for a not-to-exceed cost of \$143,079.14, which brings the RA total to \$172,573.94.

This cost was anticipated in the ramp project budget and is an eligible cost under the TXDOT grant. If the total cost of the RA is less than the approved amount, FAA will return the unused balance to the City.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This cost is budgeted in the project.

STAFF RECOMMENDATION

Staff had discussions with FAA and the Airport engineers that the cost seems high, particularly Labor Overhead, but FAA will not reduce the amount and believes this not-to-exceed amount will not be fully needed. Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for approval at its July 10, 2024 meeting.

ATTACHMENTS:

1. FAA RA Amendment 1 Resolution 7-25-24
2. Reimbursable Agreement #AJW-FN-CSA-23-SW-005677-A1 (Amendment #1)
3. FAA RA Amedment 1 Presentation (7-25-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING
FAA REIMBURSABLE AGREEMENT AMENDMENT AJW-FN-CSA-23-SW-005677-A1 FOR
ABILENE REGIONAL AIRPORT.**

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

WHEREAS, the Airport has need to relocate Federal Aviation Administration (FAA) communications lines under the site for the new air tanker ramp; and

WHEREAS, the FAA requires its participation in the oversight of such a relocation at the Airport's expense; and

WHEREAS, FAA has participated in the design of the relocation under Reimbursable Agreement (RA) AJW-FN-CSA-23-SW-005677 for \$29,494.80; and

WHEREAS, FAA now proposes to amend that RA to oversee the lines relocation for an additional \$143,079.14 through Amendment 1; and

WHEREAS, this cost is eligible for 90% funding through the TXDOT grant assisting with the cost of the ramp and the remaining 10% funded by the City; and

WHEREAS, the Airport Development Board approved its recommendation at its July 10, 2024 meeting.

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

1. That the City Manager is authorized to enter into Reimbursable Agreement AJW-FN-CSA-23-SW-005677-A1 with FAA.
2. That this Amendment 1 brings the total RA amount to \$172,573.94.
3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 25th day of July 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF ABILENE
ABILENE REGIONAL AIRPORT
ABILENE, TEXAS**

AMENDMENT

ARTICLE 10. Changes and Amendments

Modification (Amendment) of Reimbursable Agreement Number AJW-FN-CSA-23-SW-005677 (the Agreement) requires that changes to the Agreement shall be made by an appropriate written modification and that any modification to the Agreement shall be executed in writing and signed by the authorized representative of each party.

The Federal Aviation Administration (FAA) Air Traffic Organization, Central Service Area, and the City of Abilene (Sponsor) mutually concur that the original Agreement should be modified by revising and/or modifying Article 3, 4 and 7 of the Agreement, specifically as set forth below. Other than the modifications to the Agreement more specifically set forth below, it is the intent of the parties that the language in the original Agreement remains unchanged.

This modification is to include additional scope of work with additional funds for this scope change. Therefore, the FAA and the Sponsor mutually concur that the cost estimate for Agreement AJW-FN-CSA-23-SW-005677 shall be amended as AJW-FN-CSA-23-SW-005677-A1 with the following amended Articles:

Change To:

ARTICLE 3. Scope

B. The FAA will perform the following activities:

12. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
13. Locate and physically mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
14. Provide Resident Engineer (RE) oversight for the Sponsor's project impacting FAA facilities and buried cables, advise Sponsor regarding FAA requirements,

and inspect infrastructure being accepted by the FAA. No work will be accepted unless performed under the oversight of the FAA RE. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact the FAA facilities, systems, equipment, and their infrastructure. In furtherance of his/her responsibilities, the FAA RE will:

- a. Be the FAA's primary point of contact for the Sponsor during the project to ensure that all necessary information is coordinated with the appropriate FAA parties.
- b. Ensure all reasonable efforts are made to minimize the impact to the FAA operations and existing facilities.
- c. Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed.
- d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule.
- e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project.
- f. Assist the Sponsor in ensuring compliance with all the FAA rules, regulations, orders, standards, requirements, and agreements.
- g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all the FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.
- h. The presence of the FAA RE does not relieve the Sponsor from complying with the agreed to design, including compliance with all applicable FAA rules, regulations, orders, standards, requirements, and agreements.

The RE does NOT have authority to:

- a. Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor.
- b. Act as the contractor's foreman or perform any other duties for the contractor.
- c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor.
- d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.

15. A Technical Onsite Representative (TOR) will be available as necessary and available per Agency guidelines during the installation, testing, and checkout

activities of the project to inspect the installation and observe the establishment of FAA facilities in observance of FAA Orders and specifications.

16. Facilitate coordination and Provide access for impacted FAA facilities.
17. Execute the following activities for the listed FAA facility(ies) and geographic area(s):
 - a. Provide construction oversight, inspection and technical support for the removal and reinstallation of duct bank and cabling associated with the sponsor relocated Fiber Optics Transmission System (FOTS) and the affected Remote Transmitter/Receiver (RTR) site.

C. The Sponsor will perform the following activities:

23. Provide funding sufficient to cover costs associated with the applicable phase of this agreement no later than 30 days prior to commencement or sufficient lead time to support contracting activities, whichever is greater.
24. Support Engineering Services availability by not seeking engineering design review support before this Agreement is funded. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to support. Thus, this Agreement would have to be canceled, or amended if Tech Ops staff is available to support an accelerated timeline.
25. The sponsor's responsibilities will be:
 - a. Construct new duct bank in accordance with FAA Orders
 - b. Provide and install new fiber optic cabling.
 - c. Provide new fiber cassettes and housing unit.
 - d. Terminate and test new fiber optic cabling at ATCT.
 - e. Splice new fiber optic cabling to existing fiber optic cabling west of the ARFF (with the oversight of FAA Resident Engineer).
 - f. Perform OTDR test end to end (with the oversight of FAA Resident Engineer).
 - g. Dispose and remove the existing cable section once replaced.
26. Provide the following detailed schedules:
 - a. Construction – The sponsor will provide a detailed schedule of all construction activities involving FAA impacts no later than 60 calendar days prior to commencing construction. The activities will be delineated by location and phases of construction. Construction requiring FAA oversight shall phased in such a manner that there are no gaps, which would require multiple return trips. If such gaps are necessary, the FAA reserves the right to renegotiate the agreement.
 - b. Work Schedule – The sponsor will provide a detailed schedule that includes the number of crews, their location and the number of shifts

that will be utilized no later than 60 calendar days prior to construction. Update schedule bi-weekly or as soon as changes occur.

27. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with scheduling of FAA or its contracted onsite presence.
28. Verify marked FAA power and control cables by hand digging, or hydro excavation, at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards.
29. In the case of a cut cable, the sponsor will replace the damaged cable between termination points. The FAA will participate in a joint inspection of the repaired cable in each hand-hole/manhole for proper racking and tags, as well as grounding and terminations.
30. Provide copies of all critical shop drawings, as required.
31. Provide all appropriate documentation on make/models numbers and manuals on all systems installed as required.
32. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, or equipment no-less-than 45 days prior (preferably 60 days) to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigation facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

Note: No construction work shall be performed during FAA maintenance moratorium periods, which will be provided by FAA.

33. Notify the Article 4. Technical POC(s) at least 60 calendar days in advance of when FAA construction oversight services are required. An RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE authorized to change any term or condition of the Agreement without the FAA Contracting Officer's written authorization. **No work will be accepted unless performed under the oversight of the FAA RE.**
34. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.
35. For any items completed by the FAA, the Sponsor will pay the FAA in advance.
36. Provide the FAA unencumbered access to all site areas impacting FAA facilities.

37. Per FAA Advisory Circular 150/5370-12B, the Sponsor must provide and maintain competent technical supervision at the construction site throughout the project to ensure the work conforms to the plans, specifications, and schedules approved by the FAA for the project. Refer to AIP grant Assurance No. 17, Construction Inspection and Approval. The sponsor must provide adequate construction quality assurance inspection for all stages of work. This includes adequate documentation of the quality assurance results and reporting on the contractor's work progress. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.
38. Ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.
39. Participate in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities at the end of construction for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions. The FAA will conduct a JAI prior to the commissioning and return-to-service of any FAA system. Exceptions noted will be remedied by the sponsor no later than 60 calendar days after the CAI/JAI. If exceptions are not corrected within 60 calendar days of the CAI/JAI, the FAA will clear the remaining exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
40. Provide to the FAA at the time of the CAI, all warranty information and documentation for all FAA facilities, systems, and infrastructure on work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/ lightning protection system testing.
41. Provide the FAA three (3) sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using AutoCAD format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the "As-Built" drawings within 60 days of completion of the project, as required by this Agreement, the FAA will complete the "As-Built" drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area, Planning and Requirements will provide administrative oversight of this Agreement. **Kim Brockman is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4825 or via email at Kim.Brockman@faa.gov.** This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Engineering Support	98,180.80
Labor Subtotal	98,180.80
Labor Overhead	19,518.34
Total Labor	117,699.14
Non-Labor	
Engineering Travel	21,000.00
Supplies and Materials	2,500.00
Non-Labor Subtotal	23,500.00
Non-Labor Overhead	1,880.00
Total Non-Labor	25,380.00
TOTAL ESTIMATED COST	143,079.14

AJW-FN-CSA-23-SW-005677 Total Original Cost	\$29,494.80
AJW-FN-CSA-23-SW-005677-A1 Total Amendment Cost	\$ 143,079.14
TOTAL ESTIMATED COST	\$ 172,573.94

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF ABILENE

SIGNATURE _____

SIGNATURE _____

NAME Bradley K. Logan

NAME _____

TITLE Contracting Officer

TITLE _____

DATE _____

DATE _____

City Council Meeting

7/25/2024





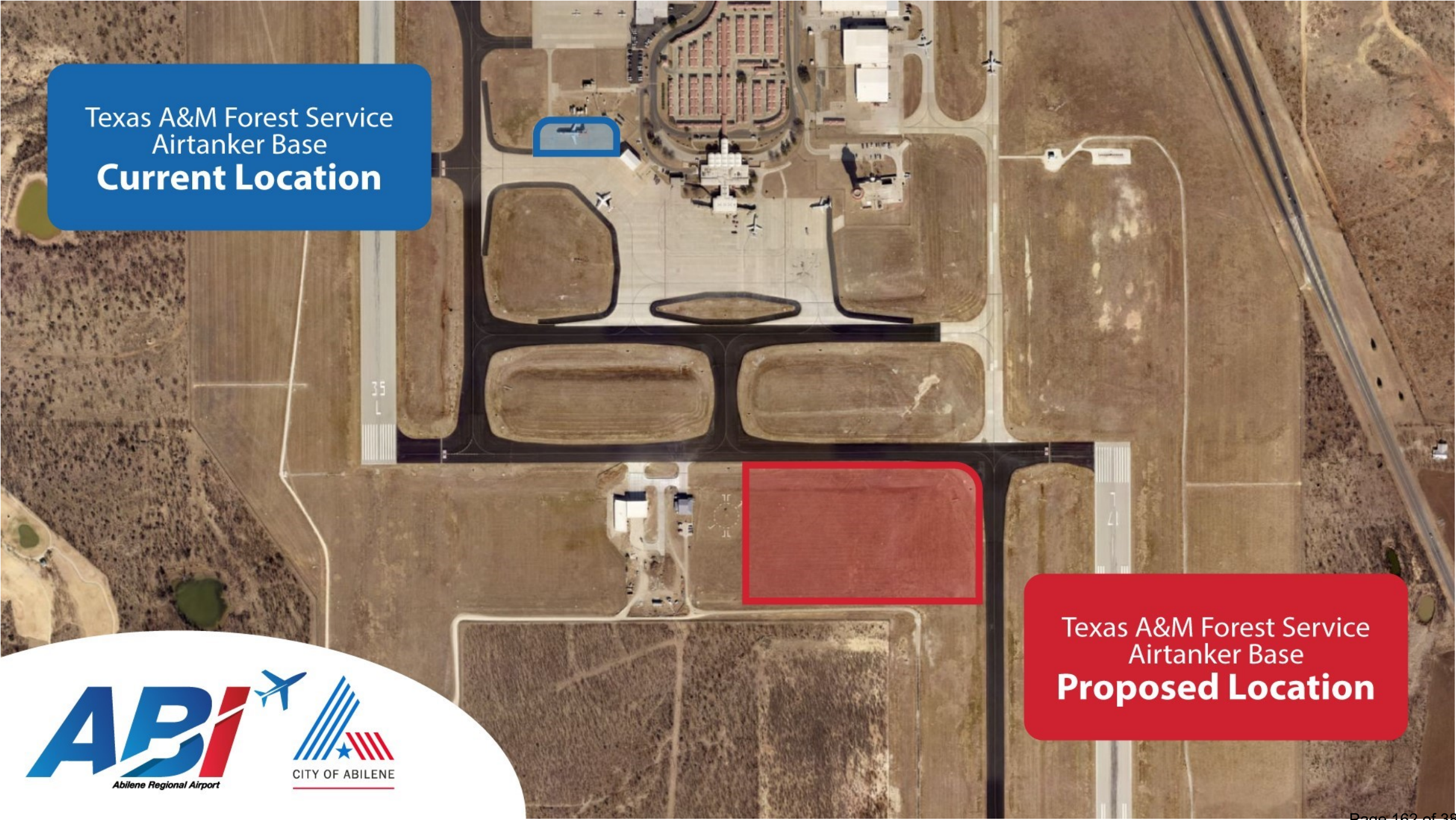
FAA Reimbursable Agreement Amendment 1

- The design of the new air tanker ramp at Abilene Regional Airport has the ramp placed over existing FAA fiber lines.
- The Airport's engineer has designed a relocation of the lines that FAA engineers have had to review and approve through a Reimbursable Agreement (RA) through which the Airport pays FAA up to \$29,494.80 for FAA staff time, travel and overhead costs during the design phase.
- FAA has provided an amendment to the RA for oversight of the fiber relocation construction.



- This amendment for the construction phase is for a not-to-exceed cost of \$143,079.14, which brings the RA total to \$172,573.94.
- This cost was anticipated in the ramp project budget and is an eligible cost under the TXDOT grant.
- If the total cost of the RA is less than the approved amount, FAA will return the unused balance to the City.





Texas A&M Forest Service
Airtanker Base
Current Location

Texas A&M Forest Service
Airtanker Base
Proposed Location



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Four (4) 2024 Ford Utility Trucks from Arrow Ford Through Bids Received from CB-2458 for Parks, Facilities Maintenance, and Water Distribution (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase four (4) 2024 Ford Utility Trucks from Arrow Ford through CB-2458 for Parks, Facilities Maintenance, and Water Distribution. All units are replacements for existing trucks and were included in the FY24 budget process.

Sealed bids were advertised from June 9, 2024 through June 27, 2024. Thirty six (36) vendors were contacted and three (3) vendors returned bids.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total \$268,910.00, which is \$11,090.00 under budget.

STAFF RECOMMENDATION

Fleet Services recommends the purchase of four (4) 2024 Ford Utility Trucks and awarding CB-2458 to Arrow Ford.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2458 Utility Trucks Resolution
2. CB-2458 Utility Trucks Addtl Info
3. CB-2458 Utility Trucks Budget vs Actual
4. CB-2458 Utility Trucks PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE FOUR (4) UTILITY TRUCKS FROM ARROW FORD, ABILENE TX**

WHEREAS, City of Abilene has a need for four (4) utility trucks; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for four (4) utility trucks through sealed bids CB-2458; and

WHEREAS, Arrow Ford is the lowest bidder to provide four (4) half-ton pickups;

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

PART 1: That the City Council approves this purchase from Arrow Ford of Abilene, Texas in the amount of Two Hundred Sixty Eight Thousand Nine Hundred Ten Dollars and Zero Cents (\$268,910.00) for four (4) utility trucks.

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

ADOPTED this 25th day July, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM

Utility Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3637	Parks	2006	Chevrolet	Silverado	167,223		\$20,841.18	Auction	4 of 4	Unit met 4 out of 4 required replacement points
4343	Water Distribution	2013	Chevrolet	Silverado	207,690		\$34,276.44	Auction	4 of 4	Unit met 4 out of 4 required replacement points
4555	Water Distribution	2015	Ford	F-350	147,653		\$67,798.04	Auction	3 of 4	Unit met 3 out of 4 required replacement points
3791	Facilities	2007	Chevrolet	Silverado	126,568		\$15,827.32	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS**Utility Trucks**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3637	4101	Parks	3/4 Ton Utility Truck	\$65,000.00	\$56,396.00	(\$8,604.00)
4343	4204	Water Distribution	3/4 Ton Utility Truck	\$65,000.00	\$56,396.00	(\$8,604.00)
4555	4204	Water Distribution	3/4 Ton Utility Truck	\$85,000.00	\$82,842.00	(\$2,158.00)
3791	4200	Facilities Maintenance	One Ton Utility Truck	\$65,000.00	\$73,276.00	\$8,276.00
				\$280,000.00	\$268,910.00	(\$11,090.00)

Under Budget

City Council Meeting

07/25/2024





CB-2458 Utility Trucks

- Replacing units 3637 for Parks, 3791 for Facilities Maintenance, and 4343 and 4555 for Water Distribution
- Three units to be 2024 Ford F-250s.
- One unit to be 2024 Ford F-350
- Recommend award of units to Arrow Ford.





CB-2458 Utility Trucks





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Bids from Ghost Robotics and Onyx Industries for Defense Economic Adjustment Assistance Grant (DEAAG) Project in support of Dyess Air Force Base (Max Johnson)

GENERAL INFORMATION

This purchase of five (5) security protection items has been approved through the State of Texas DEAAG program. Following appropriate advertising on 4/21/24 and 4/28/24, only two (2) of the five (5) items advertised received acceptable bids from submitting contractors. The items that received acceptable bids are the quadrupedal unmanned-ground vehicle (\$214,850) and the modular receiver (\$85,000) for a total bid cost of \$299,850. The three (3) items which did not receive bids were the semi-autonomous unmanned aerial system, the optical sight and the thermal optical sight. All items being considered will be acquired and provided to Dyess Air Force Base for operational security of the base.

SPECIAL CONSIDERATIONS

The City of Abilene is the purchasing agent for Dyess Air Force Base in the Defense Economic Adjustment Assistance Grant program through the State of Texas.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of two (2) items which received acceptable bids.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Resolution for DEAAG Purchases - Dyess AFB - 7-18-2024
2. Bid Sheet for DEAAG Material Purchase
3. Presentation

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING BIDS FOR DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT (DEAAG) IN SUPPORT OF DYESS AIR FORCE BASE, TEXAS.

WHEREAS, the City of Abilene is the administrator of Defense Economic Adjustment Assistance Grant (DEAAG) Project in support of Dyess Air Force Base; and

WHEREAS, the City advertised five (5) security protection items for bid on 4/21/24 and 4/28/24 and received acceptable bids for two (2) of the five (5) items requested; and

WHEREAS, the City received a bid from Ghost Robotics in the amount of \$214,850 for a quadrupedal-unmanned ground vehicle; and

WHEREAS, the City received a bid from Onyx Industries in the amount of \$85,000 for a modular receiver; and

WHEREAS, Staff recommends approval of the bids to acquire the quadrupedal-unmanned ground vehicle and the modular receiver in support of Dyess Air Force Base, Texas.

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

- PART 1: That the City Council approves the bid in the amount of \$214,850 for purchase of quadrupedal-unmanned ground vehicle from Ghost Robotics.
- PART 2: That the City Council approves the bid in the amount of \$85,000 for purchase of a modular receiver from Onyx Industries.
- PART 3: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 25th day of July 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

PAGE
1 OF 1

DEPARTMENT: PUBLIC WORKS
BID NO.: CB-2443
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: MAY 8, 2024

GHOST ROBOTICS
PHILADELPHIA, PA

ONYX INDUSTRIES
TYSONS, VA

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	SECURITY SENSOR ITEM – SEMI-AUTONOMOUS UNMANNED AERIAL SYSTEM	1	EA												
2.	SECURITY SENSOR ITEM – OPTICAL SIGHT	1	EA												
3.	SECURITY SENSOR ITEM – OPTICAL SIGHT/THERMAL	1	EA												
4.	SECURITY SENSOR ITEM – QUADRUPEDAL-UNMANNED GROUND VEHICLE	1	EA		*214,850.00										
5.	SECURITY SENSOR ITEM – MODULAR RECEIVER	1	EA				*85,000.00								
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Award of Material Bid Items for DEAAG in Support of Dyess AFB

(Max Johnson)





Award of Material Bid for DEAAG in Support of Dyess AFB

- Material purchase is an approved Defense Economic Adjustment Assistance Grant (DEAAG) in support of Dyess AFB
- City of Abilene is the administrative agent for the DEAAG funding
- Advertising went out 4/21/24 and 4/28/24 for five (5) security protection material items
- City of Abilene received acceptable bids on two (2) of the five (5) material items
- Items with acceptable bids were the quadrupedal unmanned-ground vehicle (\$214,850) and modular receiver (\$85,000) for a total bid cost of \$299,850
- Staff recommends award of unmanned-ground vehicle and the modular receiver for the support of the Dyess AFB security protection program





Award of Material Bid for DEAAG in Support of Dyess AFB

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

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 an Economic Development Agreement with Thornton Homes for 2449 Shelton St. *(Tim Littlejohn)*

GENERAL INFORMATION

Economic Development agreement with Thornton Homes for 2449 Shelton St. This is for a new construction home that meets all of the adopted guidelines for the RebuildAbi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

up to \$30,450.00 plus any abatements that may be needed

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2449 Shelton Thornton RESOLUTION NO
2. 2449 Shelton-New construction Ch 380 agreement

3. Exhibit A
4. City Council Presentation 2449 Shelton St

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 2449 SHELTON St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 25th 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 2449 Shelton 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 25th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

Thornton Custom Homes**

This Economic Development Agreement ("Agreement") is effective as of the 25th 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 2449 Shelton, in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

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

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

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

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FOLLOWS.]

AGREED:

DEVELOPER

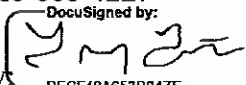
Thornton Custom Homes
thorntoncustomhomes@gmail.com

60 Pinehurst

Abilene, TX 79606

325-669-4227

DocuSigned by:

By 

RECEIVED 42A653B847E

Name: Trey Thornton

Its: Principle

CITY OF ABILENE

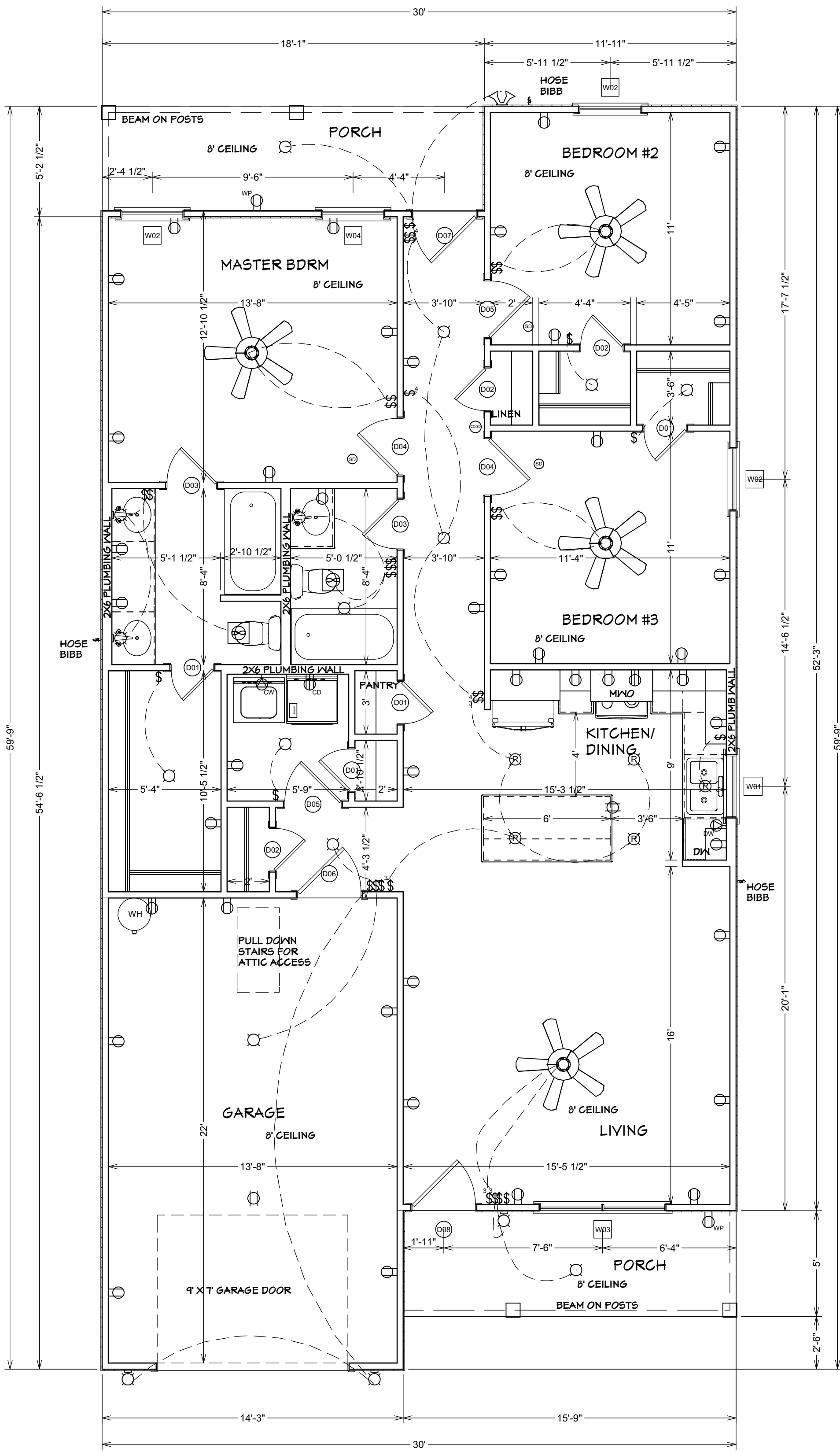
ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

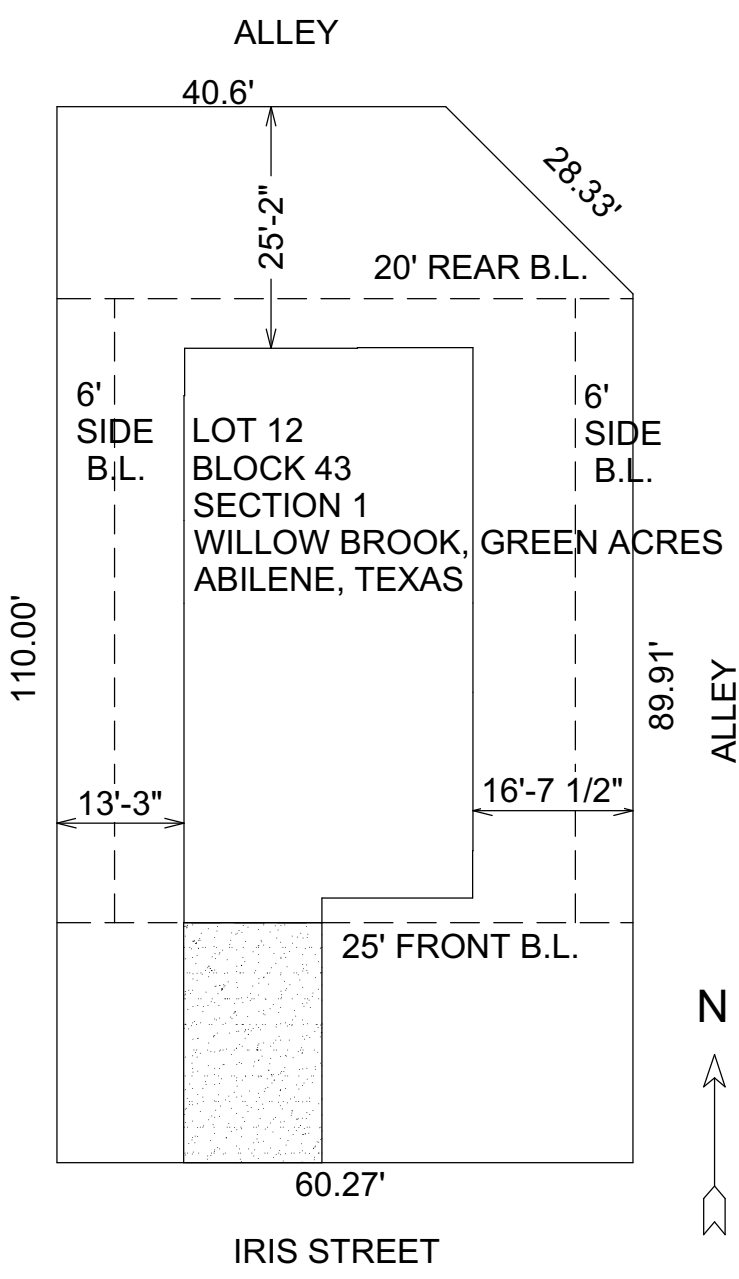


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L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

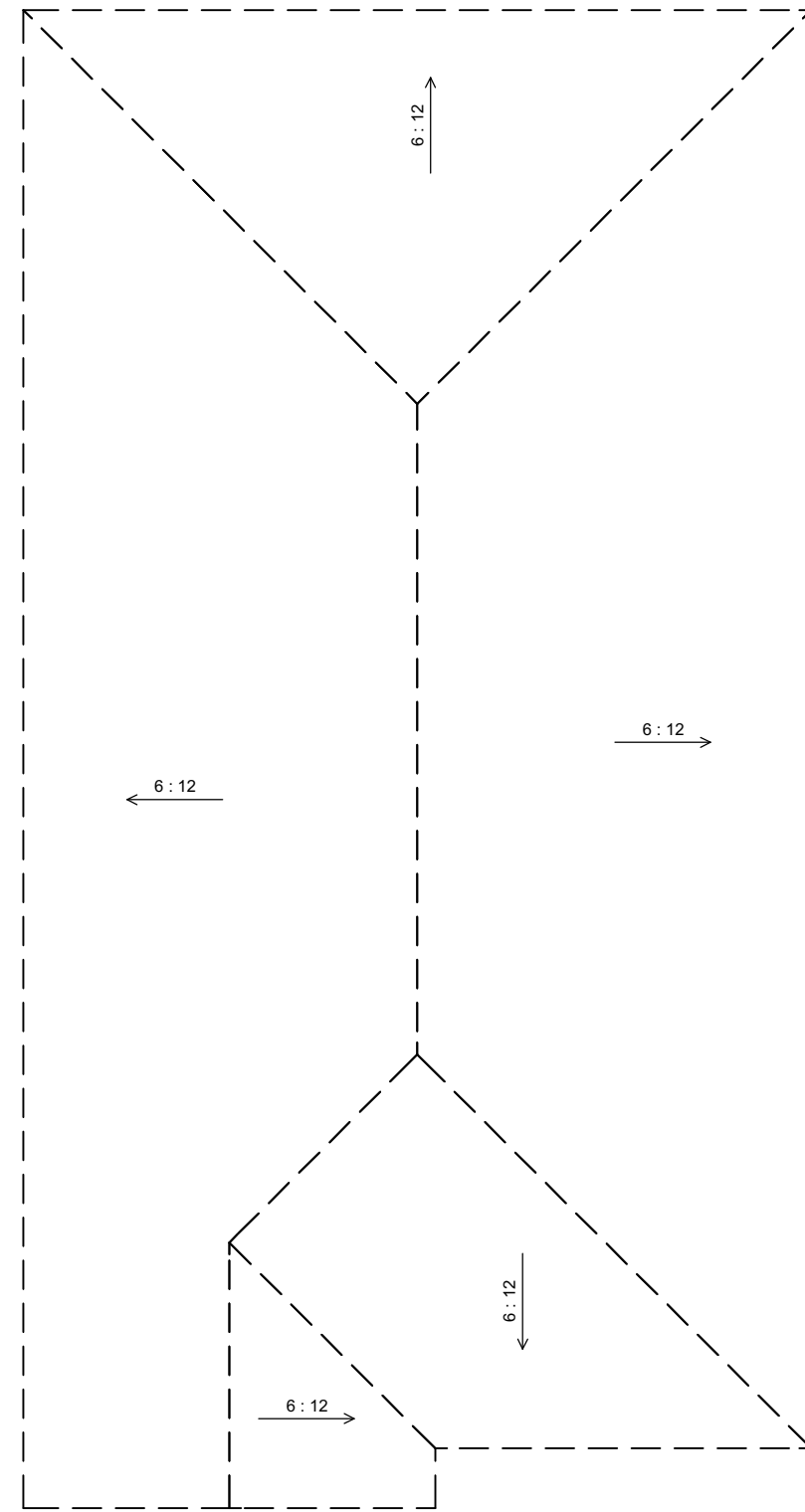
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

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

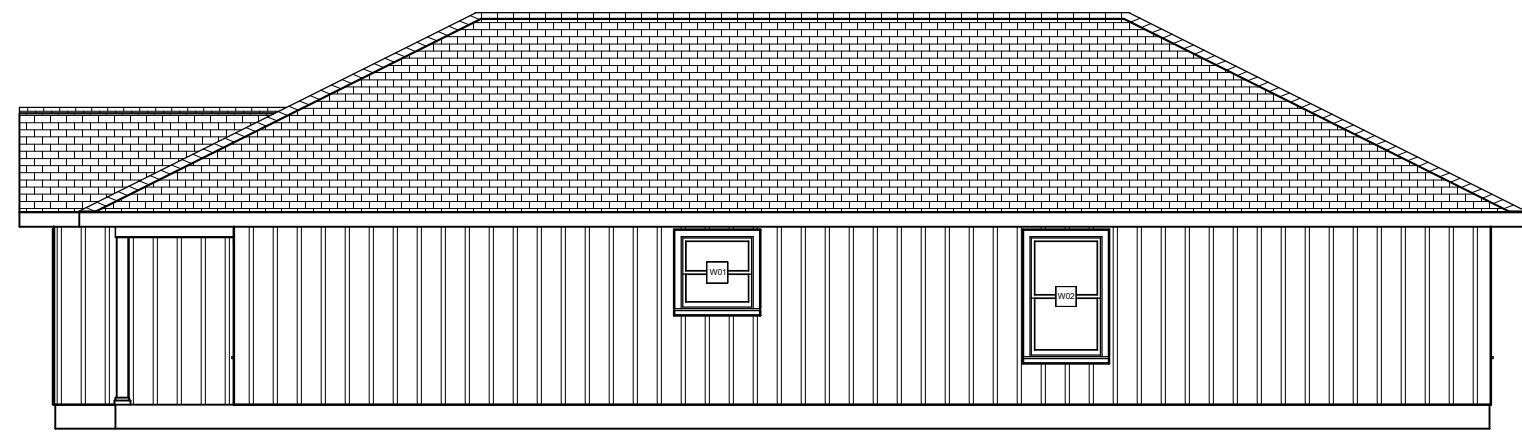
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



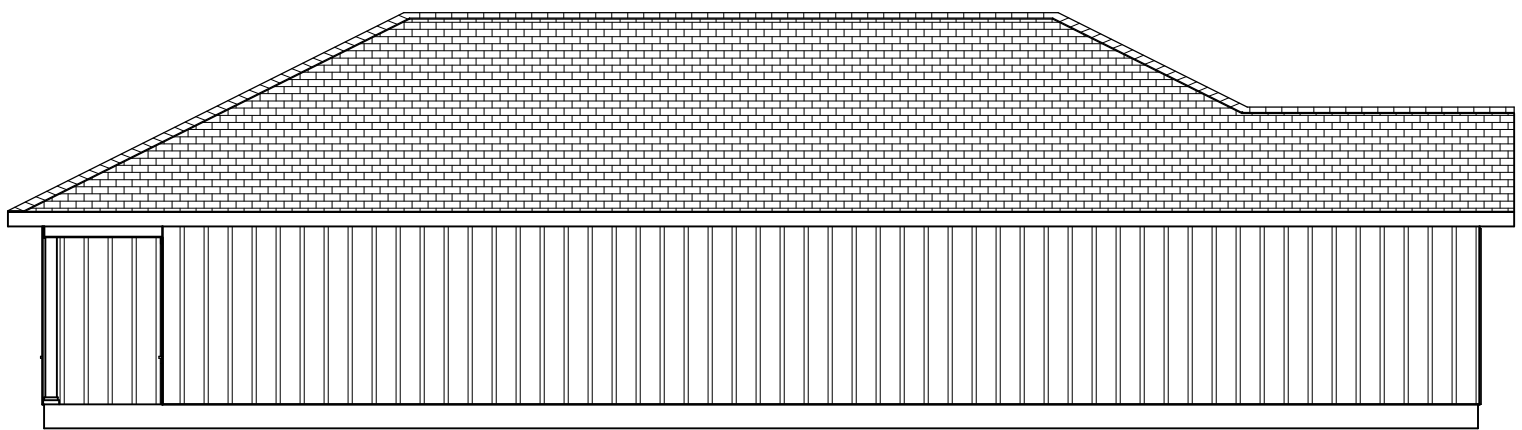
PLOT PLAN 1 in = 20 ft



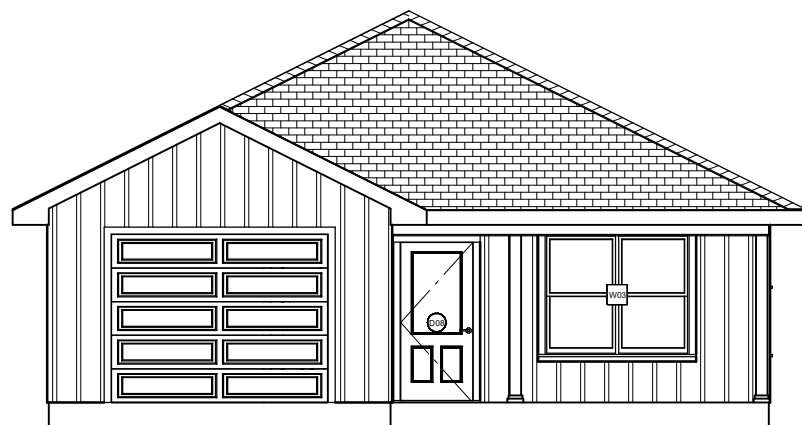
ROOF PLAN 1/8 in = 1 ft



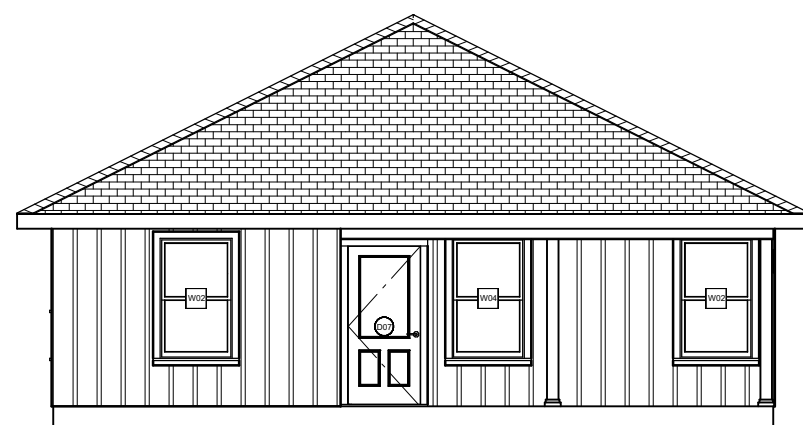
RIGHT ELEVATION



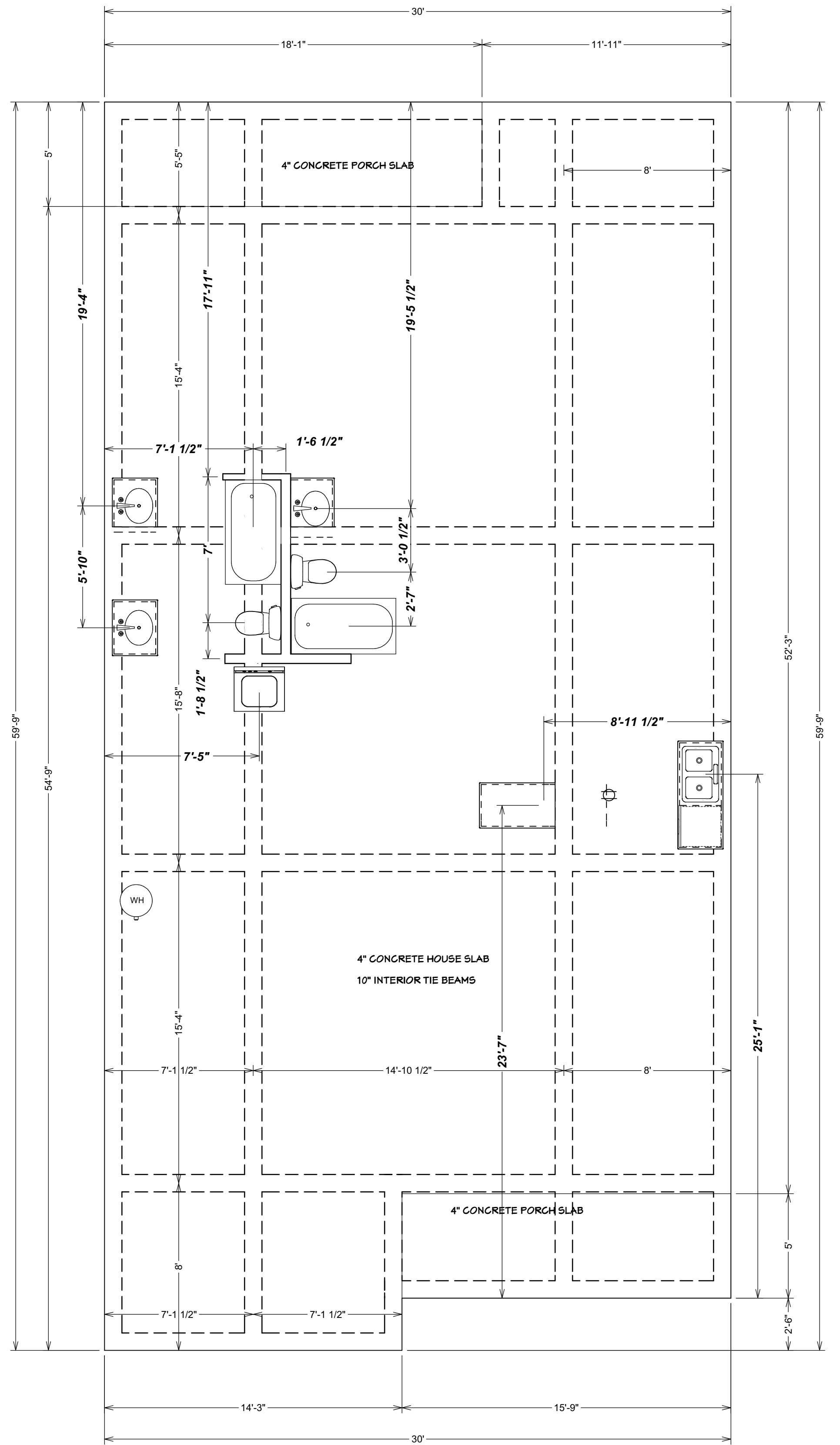
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

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

FLOOR PLAN 1/4 in = 1 ft

City Council Meeting

Economic Development Agreement

2449 Shelton St





- Thornton Custom Homes is proposing to build a newly constructed affordable home located at 2449 Shelton St
- Home is 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: 7/25/2024

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 an Economic Development Agreement with NSNH LLC for 1225 Mesquite St. *(Tim Littlejohn)***

GENERAL INFORMATION

Entering into an economic development agreement with NSNH LLC for 1225 Mesquite St. This is a new construction single family home that meets all the adopted criteria within the RebuildAbi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

up tp \$30,450.00 plus any abatements that may be needed

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 1225 Mesquite RESOLUTION NO

2. 1225 Mesquite - Ch. 380 application
3. Exhibit A
4. City Council Presentation 1225 Mesquite St

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND NSNH LLC REGARDING 1225 MESQUITE St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 25th day of July, 2024, by and between NSNH LLC, ("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 1225 Mesquite 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 25th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

HSNH, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 25th day of July, 2024 ("Effective Date"), by and between HSNH, LLC, ("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 1225 Mesquite St, in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means HSNH, LLC, 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.
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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.

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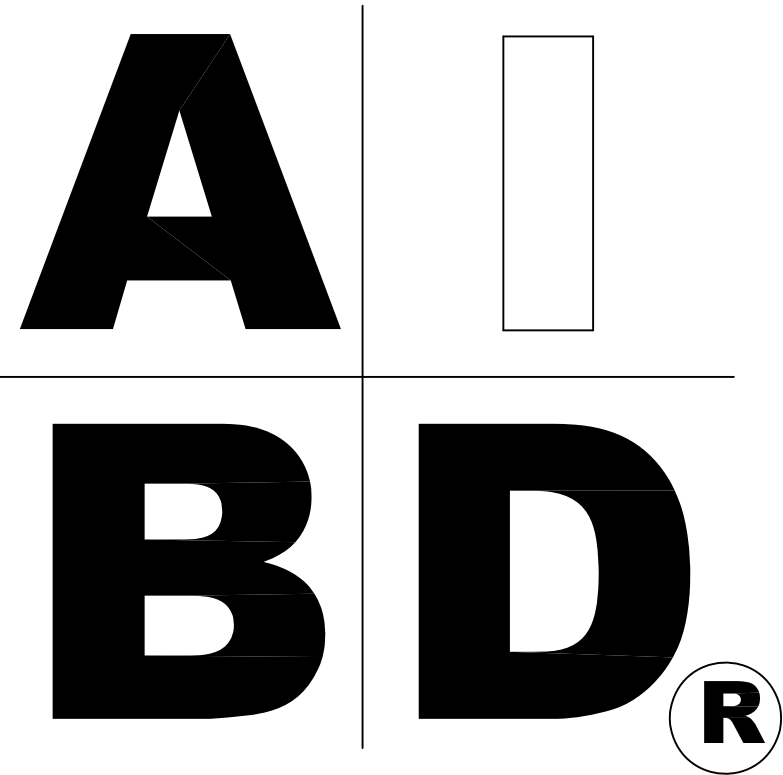
House Plan Zone, LLC.

www.HPZplans.com

Phone: 601.336.3254

Email: sales@hpzplans.com

Fax: 1-800-574-1387



STANDARD ABBREVIATIONS

@	AT	LT.	LIGHT
#	FOUND(S)	LIN.	LINEN
APPROX.	APPROXIMATELY	MANUF.	MANUFACTURER
BASE	BASEMENT	MAS	MASONRY
B/T	BETWEEN	MAX	MAXIMUM
BLK.	BLOCK	MTL.	METAL
BLK'G	BLOCKING	MIN.	MINIMUM
BD	BOARD	N.I.C.	NOT IN CONTRACT
BRD.	BOARD	O.C.	ON CENTER
BOT.	BOTTOM	O/C	ON CENTER
BLDG.	BUILDING	OPT.	OPTIONAL
CAB.	CABINET	O.S.B.	ORIENTED STRAND BOARD
CLG.	CEILING	OTS	OWNER TO SELECT
CLR.	CLEAR	O.T.S	OWNER TO SELECT
CLOS.	CLOSET	FG.	PAGE
COL.	COLUMN	FAN.	PANTRY
COLS.	COLUMNS	FL.	PLATE
CONC.	CONCRETE	F	PLATE
CMU	CONCRETE MASONRY UNIT	PLYND	PLYWOOD
C.U.	CONDENSOR UNIT	PLYND	PLYWOOD
CONN.	CONNECTION	POLY.	POLYETHYLENE
CONT.	CONTINUOUS	PSI	POUNDS PER SQUARE INCH
COVER'G	COVERING	PRE-FAB	PREFABRICATED
CS	CRANK SPACE	RE.	REFERENCE
DECO.	DECORATIVE	REF.	REFRIGERATOR
DET	DETAIL	REINF.	REINFORCED
DIA.	DIAMETER	R	RESISTANCE
DVN	DISHWASHER	R.A.	RETURN AIR
DBL	DOUBLE	R.A.G.	RETURN AIR GRILLE
DF	DOUGLAS FIR	REQ'D	REQUIRED
D	DRYER	SCR.	SCREEN
EA.	EACH	SHLV.	SHELVES
ELEV.	ELEVATION	SHR.	SHOWER
ENG.	ENGINEER	SHWR.	SHOWER
FT.	FEET	SST.	SIMPSON STRONG TIE
F.F.L.	FINISHED FLOOR LINE	SP	SOUTHERN PINE
FIN.	FINISH	SPECS.	SPECIFICATIONS
F.C.	FIRE CODE	SQ.	SQUARE
FLR.	FLOOR	S.F.	SQUARE FOOTAGE
FTG.	FOOTING	STL.	STEEL
FOUND.	FOUNDATION	THK.	THICK
FND.	FOUNDATION	THK.	THICKNESS
FR.	FREEZER	TBD.	TO BE DETERMINED
GA.	GAUGE	TR.	TRANSOM
GALV.	GALVANIZED	TYP.	TYPICAL
GYP.	GYPSUM	U.T.C.	UNDER THE COUNTER
HDR.	HEADER	UTIL.	UTILITY
HVAC	HEATING, VENTILATION & AIR CONDITIONING	VAN.	VANITY
HT.	HEIGHT	VERT.	VERTICAL
HTS.	HEIGHTS	WH	WATER HEATER
HORIZ.	HORIZONTAL	W	WASHER
IN.	INCHES	WT.	WEIGHT
INCL.	INCLUDE	WIN.	WINDOW
INSUL.	INSULATION	WM.	WIRE MESH
JT.	JOINT	W	WIRE
JST.	JOIST	WD.	WOOD
JSTS.	JOISTS	WFCM	WOOD FRAME CONSTRUCTION MANUAL

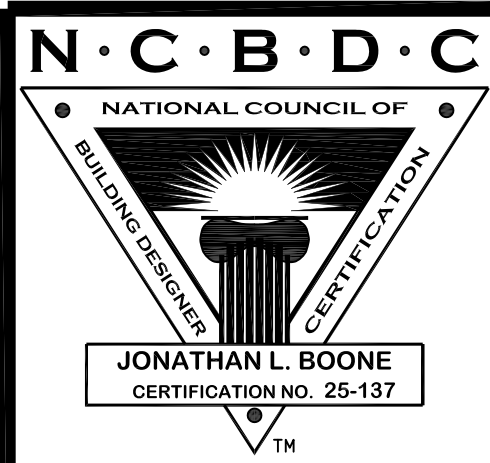


SHEET INDEX:

- 1 COVER SHEET
- 2 FOUNDATION PLAN
- 3 FLOOR PLAN & ELECTRICAL PLAN
- 4 EXTERIOR VIEWS
- 5 ROOF PLAN
- 6 CROSS SECTION & CABINETS

BB-1292

CODE DISCLAIMER:
1. THESE PLANS WERE DESIGNED TO MEET IRC 2018 AT THE TIME OF THEIR CREATION AND MORE SPECIFICALLY THE MINIMAL LOCAL CODES OF THE SOUTH MISSISSIPPI AREA. IT IS HIGHLY RECOMMENDED THAT THESE PLANS BE REVIEWED BY A LOCAL STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.
2. BEAMS AND FLOOR JOISTS ARE NOT SIZED DUE TO THE MANY GEOGRAPHIC LOCATIONS THESE PLANS ARE SOLD. THESE ITEMS SHALL BE SIZED BY A LOCAL ENGINEER OR MANUFACTURER.
3. ALL CEILING & FLOOR JOISTS (IF CONVENTIONAL FRAMING) SHOULD BE SIZED USING THE LATEST VERSION OF THE IRC OR APPLICABLE CODES AT SITE TO MEET THE LOCAL REQUIREMENTS SUCH AS SNOW LOADS AND OTHER FACTORS. THE CEILING JOISTS SIZES LABELED (IF PRESENT) WERE SIZED USING THE 2018 IRC AT THE TIME OF THEIR CREATION. THEY MUST BE VERIFIED AND MODIFIED AS REQUIRED TO MEET THE LATEST EDITION OF THE (IRC) INTERNATIONAL RESIDENTIAL CODE.
4. ALL FOUNDATIONS AND FOOTING DETAILS SHALL BE REVIEWED AND APPROVED BY A LOCAL ENGINEER.
5. CONTRACTOR SHALL PROVIDE ALL HIGH WIND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.



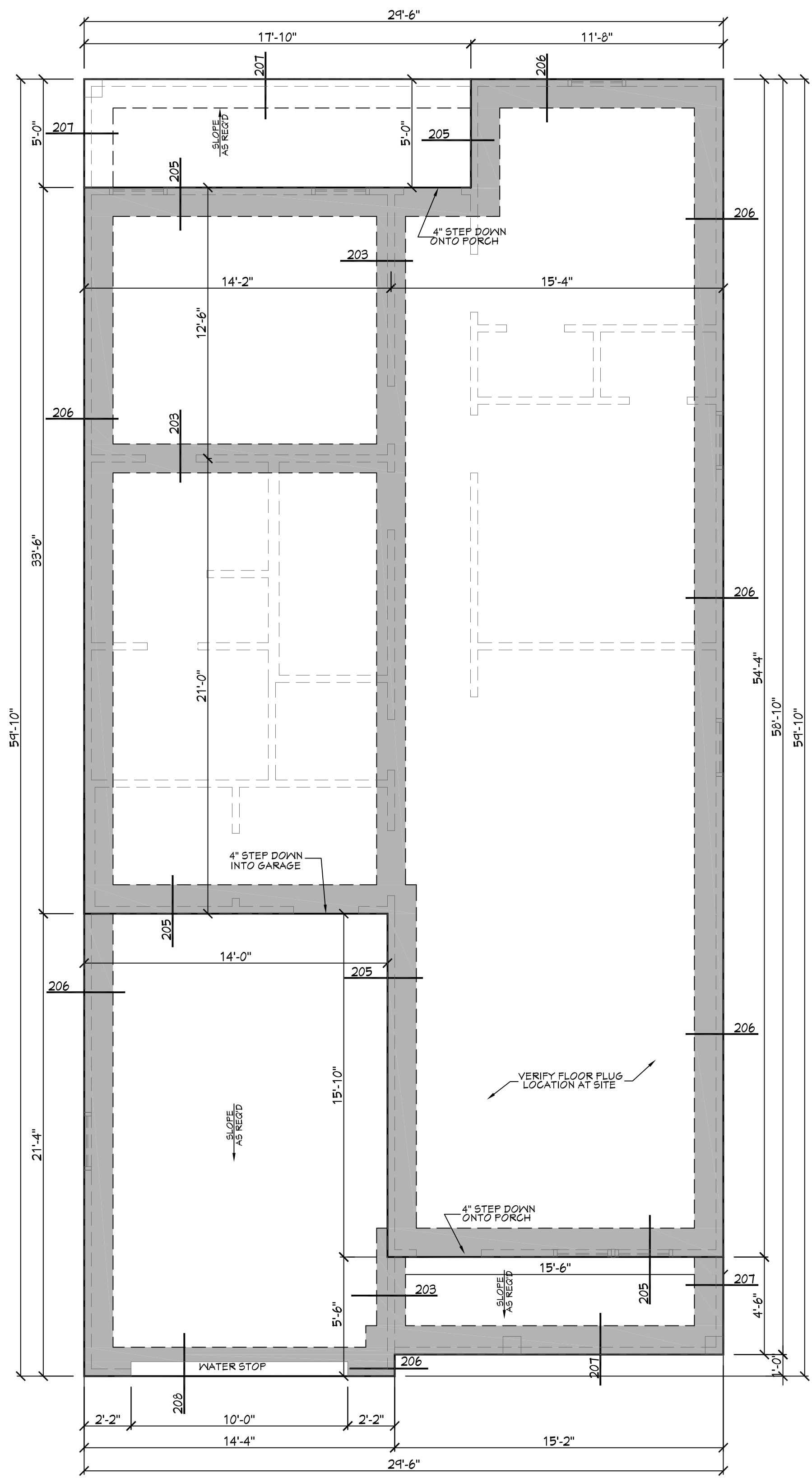
Date: 10/07/19

Drawn By: R.B.W.

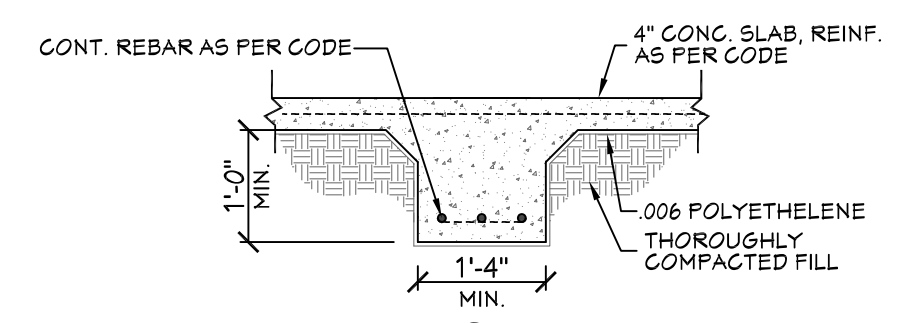
Plan Number:

SHEET NUMBER

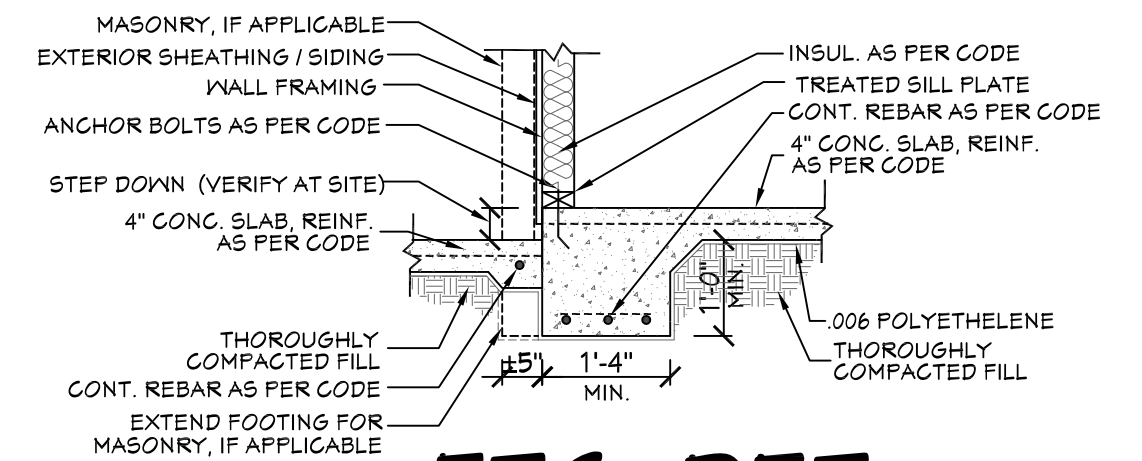
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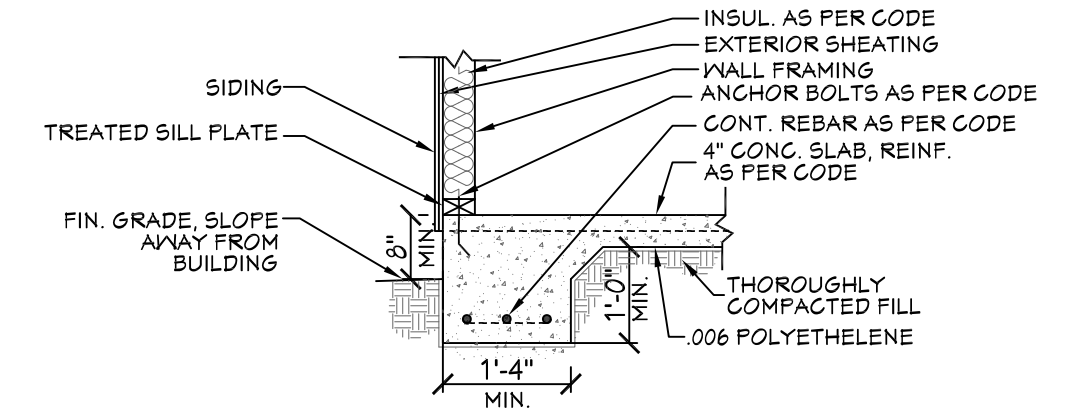
201 FOUNDATION PLAN
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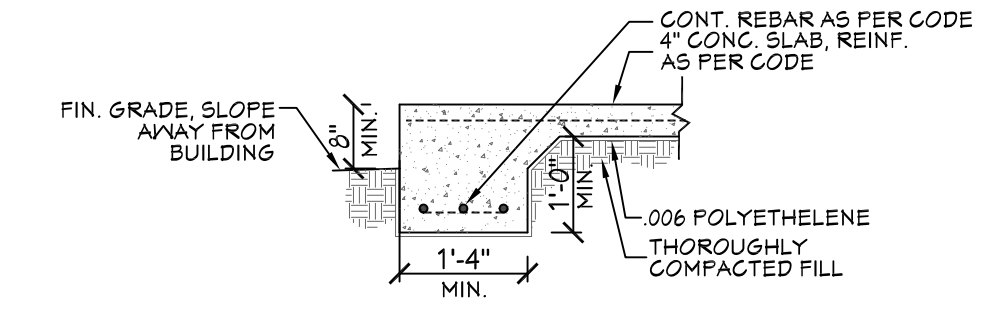
203 FTG. DET.



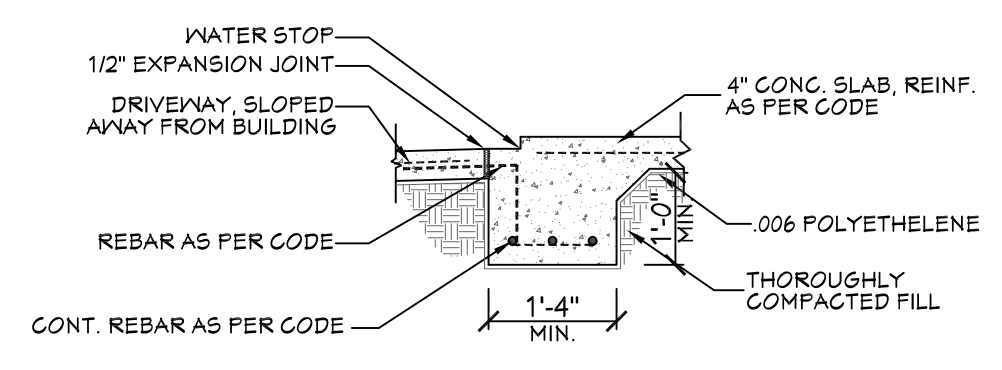
205 FTG. DET.



206 FTG. DET.



207 FTG. DET.



208 FTG. DET.

- SLAB FOUNDATION NOTES:**
1. ALL FOOTING SIZES AND LOCATIONS TO BE VERIFIED BY A LICENSED STRUCTURAL ENGINEER.
 2. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES AT SITE.
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH FLOOR PLAN PRIOR TO CONSTRUCTION AND MAKE ANY NECESSARY ADJUSTMENTS.
 4. CONTRACTOR TO PROVIDE WATERPROOFING AS REQ'D TO MEET ALL APPLICABLE CODES AND TYPICAL BUILDING PRACTICES.
 5. CONCRETE SLABS TO BE 4" (3000 psi MIN.), REINFORCED AS PER CODE OR AS DETERMINED BY LICENSED ENGINEER.

Designing Homes

HOUSE PLAN ZONE

Building Relationships

Website:
www.HPZplans.com

Email:
sales@hpzplans.com

Phone:
601.336.3254

Fax:
1.800.574.1387

N · C · B · D · C

NATIONAL COUNCIL OF
BUILDING DESIGNERS

CERTIFICATION

JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:
BB-1292

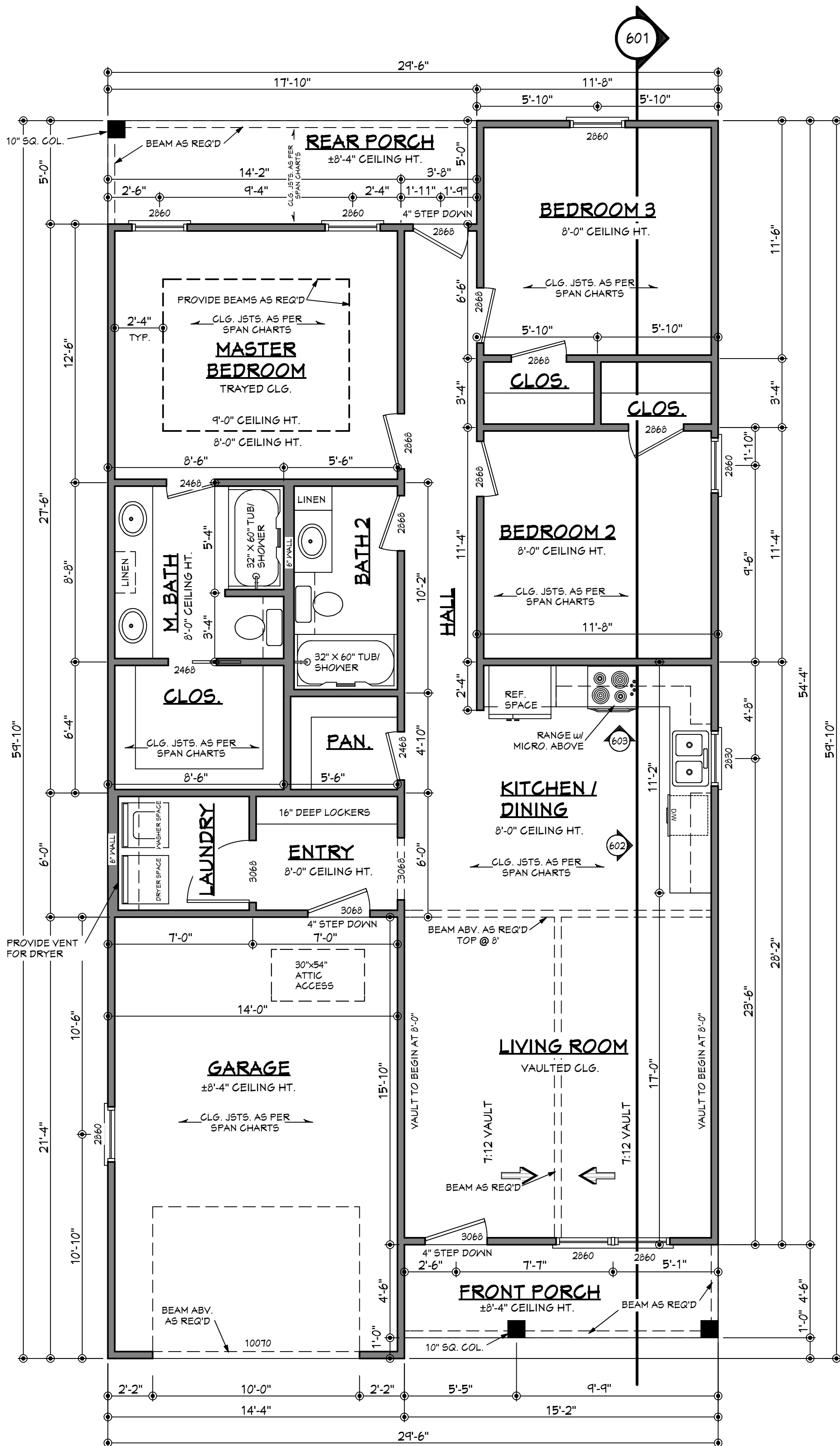
Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

2

House Plan Zone, LLC, has exercised great care and effort in the development of these plans and the completion of these construction documents. However, it is the responsibility of the contractor to verify all dimensions and locations of all structures, including but not limited to, foundations, walls, floors, roofs, and other structures, prior to construction. House Plan Zone, LLC, does not assume any responsibility for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC, highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction. House Plan Zone, LLC, is not responsible for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC, has been included in these plans. It is general in nature and shall be verified by a licensed engineer prior to construction.



NOTE: WATER HEATER & HVAC UNIT TO BE LOCATED IN ATTIC SPACE.

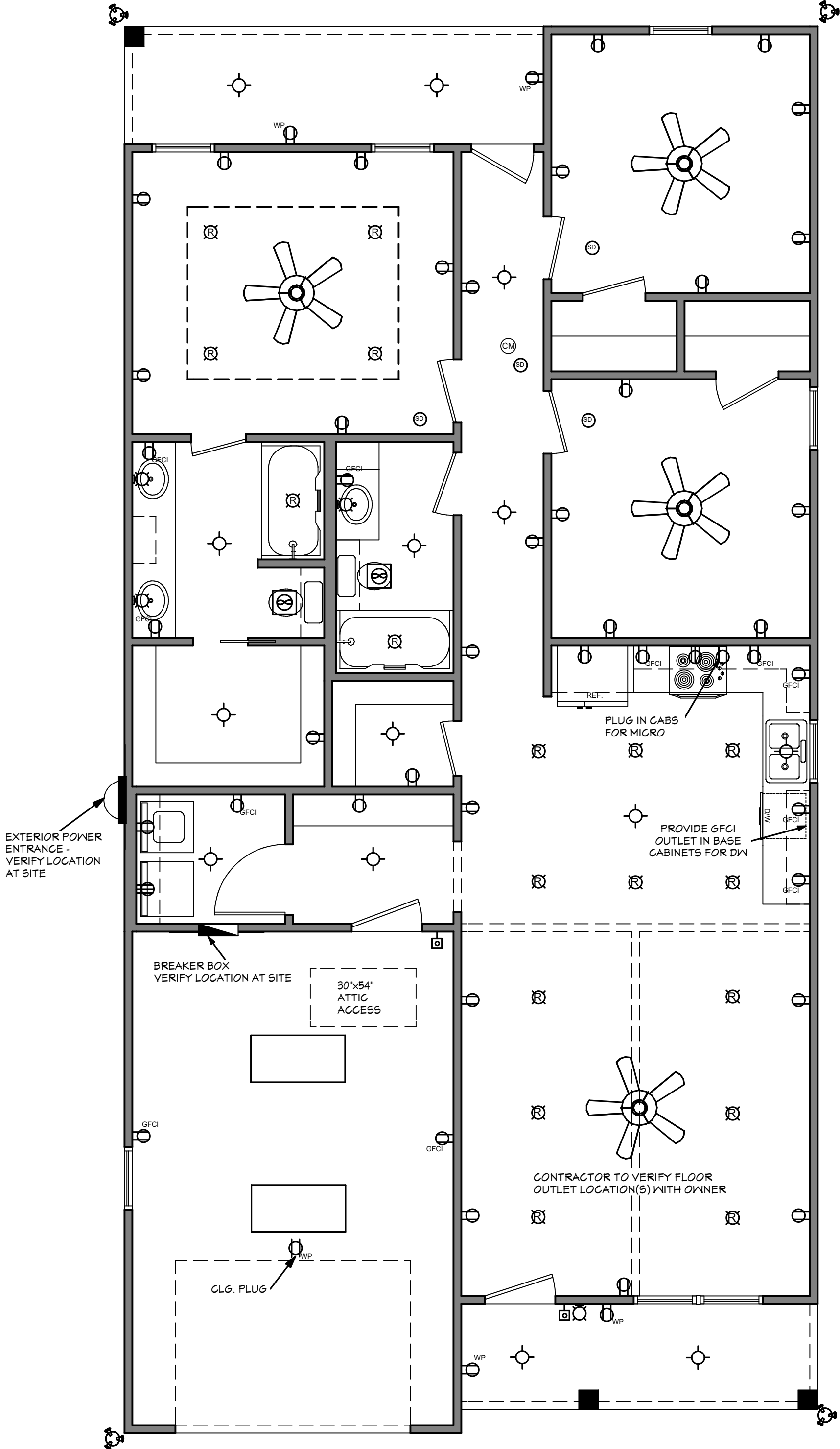
FLOOR PLAN

SCALE: 1/4"===== 1'-0"

AREAS:	1292	S.F. HEATED
	68	S.F. UNHEATED - FRONT PORCH
	300	S.F. UNHEATED - GARAGE
	89	S.F. UNHEATED - REAR PORCH
	457	S.F. TOTAL UNHEATED
	1749	S.F. TOTAL UNDER ROOF

NOTES:

1. ALL DIMENSIONS & SITE CONDITIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL FINISHES (INTERIOR & EXTERIOR) TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
3. VERIFY ALL DOOR AND WINDOW STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION. MANUFACTURER TO SUPPLY ALL ROUGH OPENING SIZES.
4. CONTRACTOR TO VERIFY ALL CLEARANCES OF ALL DOORS, WINDOWS AND OTHER ITEMS THAT ARE CRITICAL, PRIOR TO CONSTRUCTION.
5. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES AT SITE.
6. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
7. PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT. OPEN SIDES OF STAIRS WITH A TOTAL RISE OF MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 34 INCHES IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS. INSECT SCREENING SHALL NOT BE CONSIDERED AS A GUARD. IRC 2018, R312.1.1 & R312.1.2
8. M1305.1.2 APPLIANCES IN ATTICS. ATTICS CONTAINING APPLIANCES SHALL BE PROVIDED WITH AN OPENING AND A CLEAR AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE, BUT NOT LESS THAN 30 INCHES HIGH AND 22 INCHES WIDE AND NOT MORE THAN 20 FEET LONG MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY FROM THE OPENING TO THE APPLIANCE. THE PASSAGEWAY SHALL HAVE CONTINUOUS SOLID FLOORING IN ACCORDANCE WITH CHAPTER 5 NOT LESS THAN 24 INCHES WIDE. A LEVEL SERVICE SPACE AT LEAST 24 INCHES DEEP AND 30 INCHES WIDE SHALL BE PRESENT ALONG ALL SIDES OF THE APPLIANCE WHERE ACCESS IS REQUIRED. THE CLEAR ACCESS OPENING DIMENSIONS SHALL BE A MINIMUM OF 20 INCHES BY 30 INCHES, AND LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE.
- EXCEPTIONS:
 - a. THE PASSAGEWAY AND LEVEL SERVICE SPACE ARE NOT REQUIRED WHERE THE APPLIANCE CAN BE SERVICED AND REMOVED THROUGH THE REQUIRED OPENING.
 - b. WHERE THE PASSAGEWAY IS UNOBSTRUCTED AND NOT LESS THAN 6 FEET HIGH AND 22 INCHES WIDE FOR ITS ENTIRE LENGTH, THE PASSAGEWAY SHALL BE NOT MORE THAN 50 FEET LONG.
9. APPLIANCE ACCESS FOR INSPECTION SERVICE, REPAIR AND REPLACEMENT. APPLIANCES SHALL BE ACCESSIBLE FOR INSPECTION, SERVICE, REPAIR AND REPLACEMENT WITHOUT REMOVING PERMANENT CONSTRUCTION, OTHER APPLIANCES, OR ANY OTHER PIPING OR DUCTS NOT CONNECTED TO THE APPLIANCE BEING INSPECTED, SERVICED, REPAIRED OR REPLACED. A LEVEL WORKING SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PROVIDED IN FRONT OF THE CONTROL SIDE TO SERVICE AN APPLIANCE. M1305.1.1
10. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE. WINDOW OPENING CONTROL DEVICES COMPLYING WITH ASTM F 2090 SHALL BE PERMITTED FOR USE ON WINDOWS SERVING AS A REQUIRED EMERGENCY ESCAPE AND RESCUE OPENING. ALL SLEEPING ROOMS TO HAVE AN EXTERIOR ACCESS THROUGH A DOOR OR WINDOW WITH A MINIMUM OF 5.7 SQUARE FEET NET CLEAR OPENING AS PER IRC 2018 R310.2.1. EXCEPTION: GRADE FLOOR OR BELOW GRADE OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET. MAXIMUM SILL HEIGHT TO BE 44 INCHES. MINIMUM NET CLEAR OPENING HEIGHT TO BE 24 INCHES. MINIMUM NET CLEAR OPENING WIDTH TO BE 20 INCHES.
11. ALL RETURN AIR GRILLS ARE TO BE LOCATED TO COMPLY WITH SECTION M1602 OF THE IRC 2018.
12. ALL SQUARE FOOTAGE MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM ACTUAL CONSTRUCTED RESIDENCE OR BUILDING.
13. FIRE SPRINKLER SYSTEM TO BE DESIGNED AND INSTALLED (IF REQUIRED BY LOCAL CODES) AS PER THE IRC 2018 AND BY A LICENSED PROFESSIONAL IN THE AREA OF CONSTRUCTION.
14. ALL BATHROOM EXHAUST VENTS SHALL BE VENTED DIRECTLY TO THE EXTERIOR OF THE HOME AND NOT INTO THE ATTIC. IRC 2018, M1505.2



ELECTRICAL PLAN

SCALE: 1/4"===== 1'-0"

NOTE: SWITCHES AND ARCS NOT SHOWN. OWNER TO LOCATE THESE ITEMS DURING ELECTRICAL WALK-THROUGH WITH ELECTRICAL CONTRACTOR.

ELECTRICAL SYMBOLS LEGEND

SYMBOL	DESCRIPTION
[Symbol]	110 VOLT OUTLET
[Symbol]	GROUND FAULT PROTECTED OUTLET
[Symbol]	WEATHERPROOF OUTLET
[Symbol]	220 VOLT RECEPTACLE
[Symbol]	FLOOR OUTLET (OWNER TO LOCATE)
[Symbol]	CEILING HUNG FIXTURE
[Symbol]	OVERHANG MOUNTED FLOODLIGHTS
[Symbol]	WALL MOUNTED FLOODLIGHTS
[Symbol]	RECESSED CEILING FIXTURE
[Symbol]	FLUORESCENT LIGHT
[Symbol]	CARBON MONOXIDE DETECTOR
[Symbol]	SMOKE DETECTOR
[Symbol]	SWITCH
[Symbol]	THREE WAY SWITCH
[Symbol]	WALL MOUNTED LIGHT
[Symbol]	DIMMER SWITCH (OWNER TO LOCATE)
[Symbol]	DOOR ACTIVATED SWITCH
[Symbol]	WEATHERPROOF OUTLET
[Symbol]	CATS NETWORKING JACK (OWNER TO LOCATE)
[Symbol]	TELEPHONE OUTLET (OWNER TO LOCATE)
[Symbol]	TELEVISION OUTLET (OWNER TO LOCATE)
[Symbol]	DOORBELL BUTTON (CONTRACTOR TO LOCATE)
[Symbol]	THERMOSTAT (CONTRACTOR TO LOCATE)
[Symbol]	CEILING EXHAUST FAN, VENT TO EXTERIOR
[Symbol]	TV SPEAKER
[Symbol]	RADIO SPEAKER

[Symbol]	CEILING FAN ONLY, NO LIGHT KIT
[Symbol]	CEILING FAN WITH LIGHT KIT
[Symbol]	TRACK LIGHTING (OWNER TO LOCATE)
[Symbol]	WALL SCONCE (OWNER TO LOCATE)
[Symbol]	CHANDELIER 1 (O.T.S.)
[Symbol]	CHANDELIER 2 (O.T.S.)
[Symbol]	UNDER COUNTER LIGHTING
[Symbol]	EMERGENCY LIGHTING/ EXIT SIGN

ELECTRICAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL CODES APPLICABLE AT SITE.

2. SMOKE ALARMS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS: EACH SLEEPING ROOM, OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS, ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENTS AND HABITABLE ATTICS. WHEN MORE THAN ONE SMOKE ALARM IS REQUIRED TO BE INSTALLED WITHIN A DWELLING THE ALARM DEVICES SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE UNIT. SMOKE ALARMS SHALL BE HARD WIRED WITH A BATTERY BACK UP.

3. CARBON MONOXIDE ALARMS SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS IN DWELLING UNITS WITHIN WHICH FUEL-FIRED APPLIANCES ARE INSTALLED AND IN DWELLING UNITS WITH ATTACHED GARAGES.

4. A 125 VOLT, SINGLE PHASE, 15-20 AMPERE RATED RECEPTACLE OUTLET SHALL BE INSTALLED AT AN ACCESSIBLE LOCATION FOR THE SERVICING OF HEATING, AIR CONDITIONING AND REFRIGERATION EQUIPMENT. THE RECEPTACLE SHALL BE LOCATED ON THE SAME LEVEL AND WITHIN 25 FEET OF THE EQUIPMENT. THE RECEPTACLE OUTLET SHALL NOT BE CONNECTED TO THE LOAD SIDE OF THE HVAC EQUIPMENT DISCONNECTING MEANS.

Designing Homes

HOUSE PLAN ZONE

Building Relationships

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N.C.B.D.C.

NATIONAL COUNCIL OF
BUILDING DESIGNERS

JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:

BB-1292

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Date:
10/07/19

Drawn By:
R.B.W.

Project Name:

SHEET NUMBER

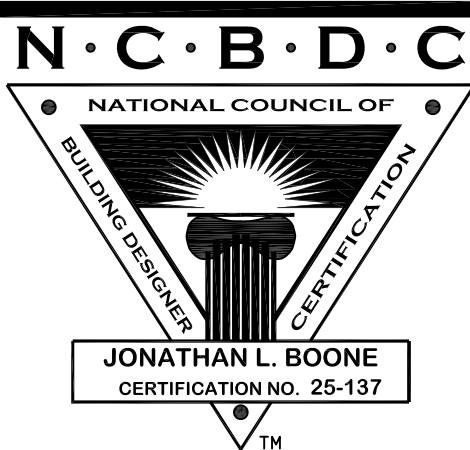
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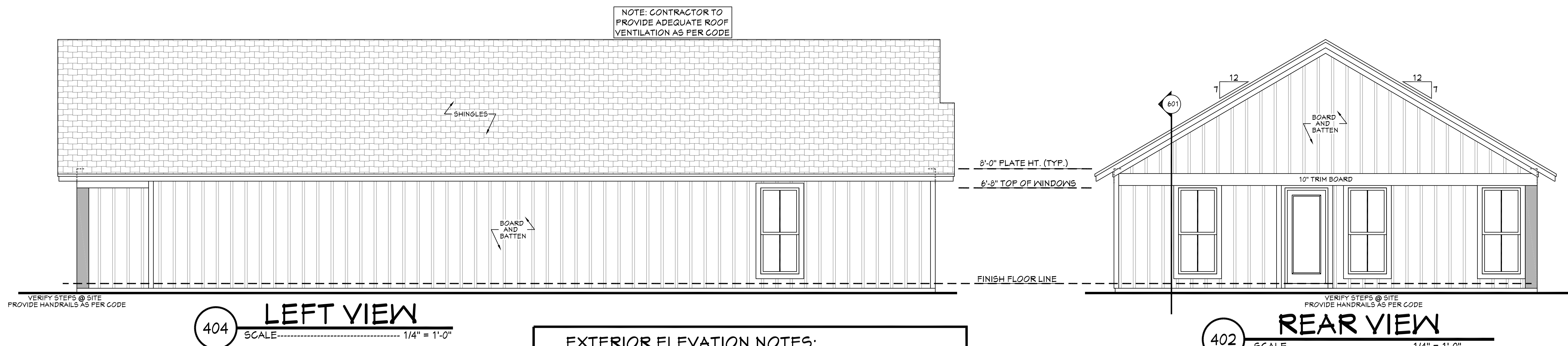
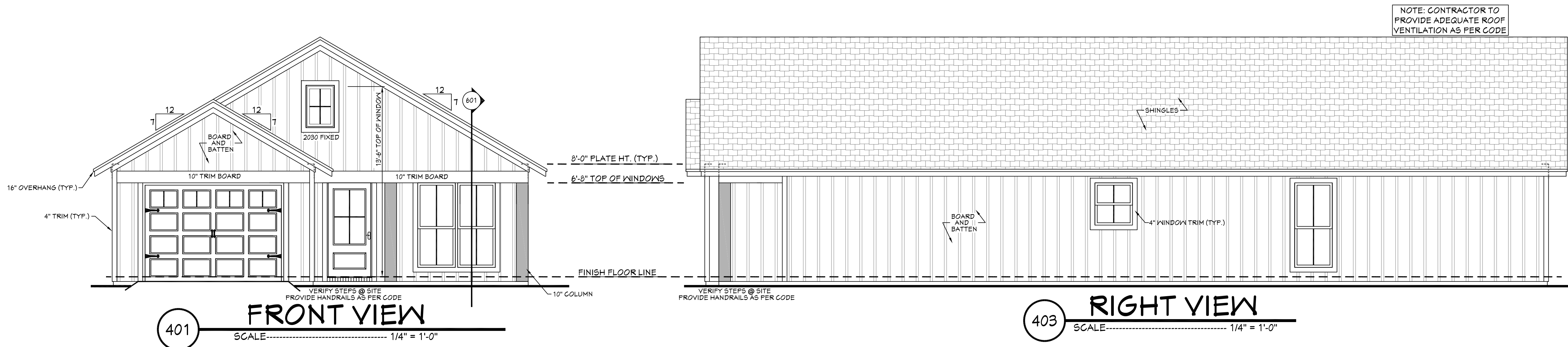
Date:
10/07/19

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R.B.W.

SHEET NUMBER

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EXTERIOR ELEVATION NOTES:

1. CONTRACTOR TO VERIFY ALL WINDOW AND DOOR STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION.
2. PROVIDE STEPS AND GUARD RAILS AS PER CODE BASED ON SITE CONDITIONS.
3. GROUND LINES SHOWN FOR REFERENCE ONLY AND VARY DEPENDING ON SITE CONDITIONS.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
5. REFER TO TYPICAL WALL DETAIL FOR FRAMING METHODS AND OTHER MISC. INFORMATION.
6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.

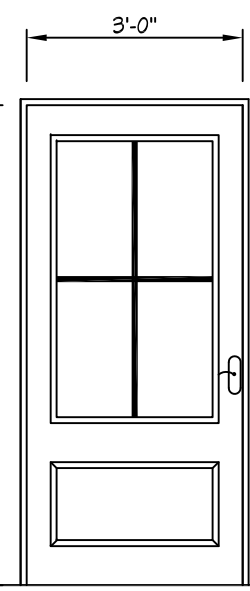
3068 (DOOR LABEL ON FLOOR PLAN) IS A DOOR THAT IS 3 FT 0 INCHES WIDE BY 6 FEET 9 INCHES TALL. TO FURTHER CLARIFY, THE 3068 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT)

THE DOOR LABEL IS THE ACTUAL SIZE OF THE DOOR ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE DOOR MANUFACTURER CHOSEN AT SITE.

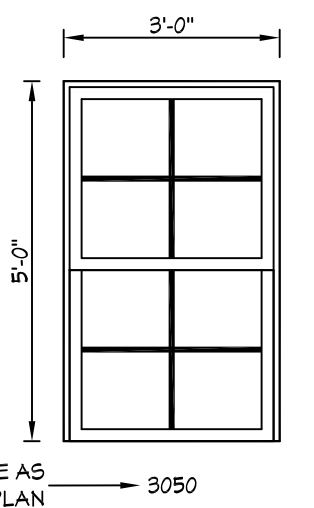
3050 (WINDOW LABEL ON FLOOR PLAN) IS A WINDOW THAT IS 3 FT 0 INCHES WIDE BY 5 FEET 0 INCHES TALL. TO FURTHER CLARIFY, THE 3050 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT)

THE WINDOW LABEL IS THE ACTUAL SIZE OF THE WINDOW ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE WINDOW MANUFACTURER CHOSEN AT SITE.

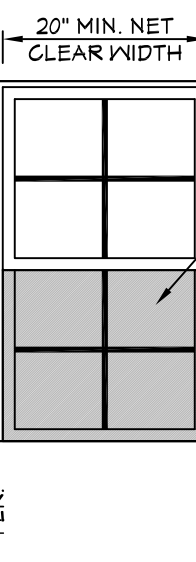
DOOR SIZE



WINDOW SIZE



EGRESS



R311.1 Means of egress. Dwellings shall be provided with a means of egress in accordance with this section. The means of egress shall provide a continuous and unobstructed path of vertical and horizontal egress travel from all portions of the dwelling to the required egress door without requiring travel through a garage. The required egress door shall open directly into a public way or to a yard or court that opens to a public way.

R310.2.1 Minimum opening area. Emergency and escape rescue openings shall have a net clear opening of not less than 5.7 square feet (0.530 m²). The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. The net clear height opening shall be not less than 24 inches (610 mm) and the net clear width shall be not less than 20 inches (508 mm). Exception: Grade floor or below grade openings shall have a net clear opening of not less than 5 square feet (0.465 m²).

R310.2.2 Window sill height. Where a window is provided as the emergency escape and rescue opening, it shall have a sill height of not more than 44 inches (1118 mm) above the floor; where the sill height is below grade, it shall be provided with a window well in accordance with Section R310.2.3.

R310.2.3 Window wells. The horizontal area of the window well shall be not less than 4 square feet (0.4 m²), with a horizontal projection and width of not less than 36 inches (914 mm). The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Exception: The ladder or steps required by Section R310.2.3.1 shall be permitted to encroach not more than 6 inches (152 mm) into the required dimensions of the window well.

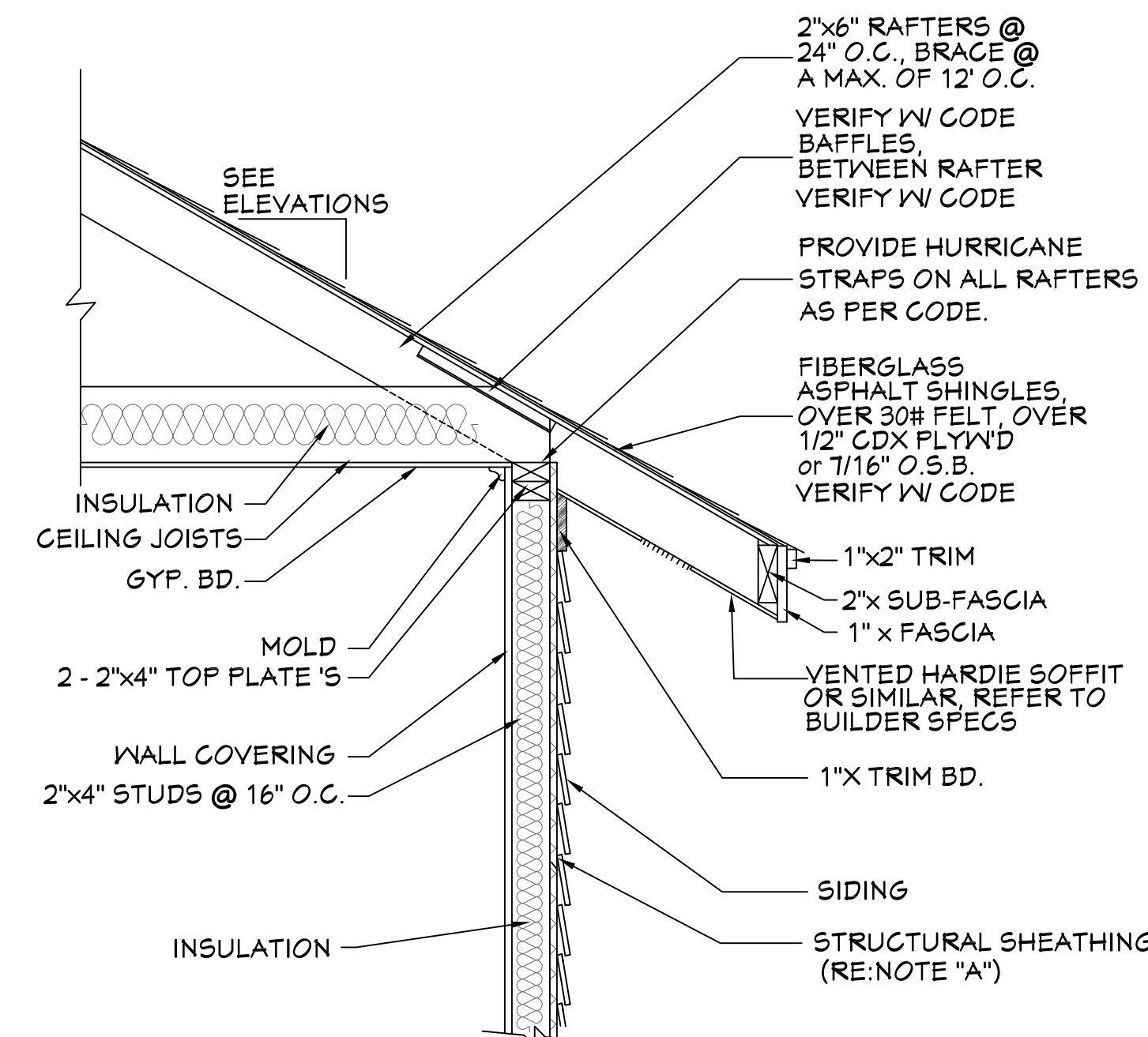
R310.2.3.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Sections R311.7 and R311.8. Ladders or rungs shall have an inside width of not less than 12 inches (305 mm), shall project not less than 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

R312.2 Window fall protection. Window fall protection shall be provided in accordance with Sections R312.2.1 and R312.2.2.

R312.2.1 Window sills. In dwelling units, where the top of the sill of an operable window opening is located less than 24 inches (610 mm) above the finished floor and greater than 12 inches (305 mm) above the finished grade or other surface below on the exterior of the building, the operable window shall comply with one of the following:

1. Operable windows with openings that will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening where the opening is in its largest opened position.
2. Operable windows that are provided with window fall prevention devices that comply with ASTM F 2090.
3. Operable windows that are provided with window opening control devices that comply with Section R312.2.2.

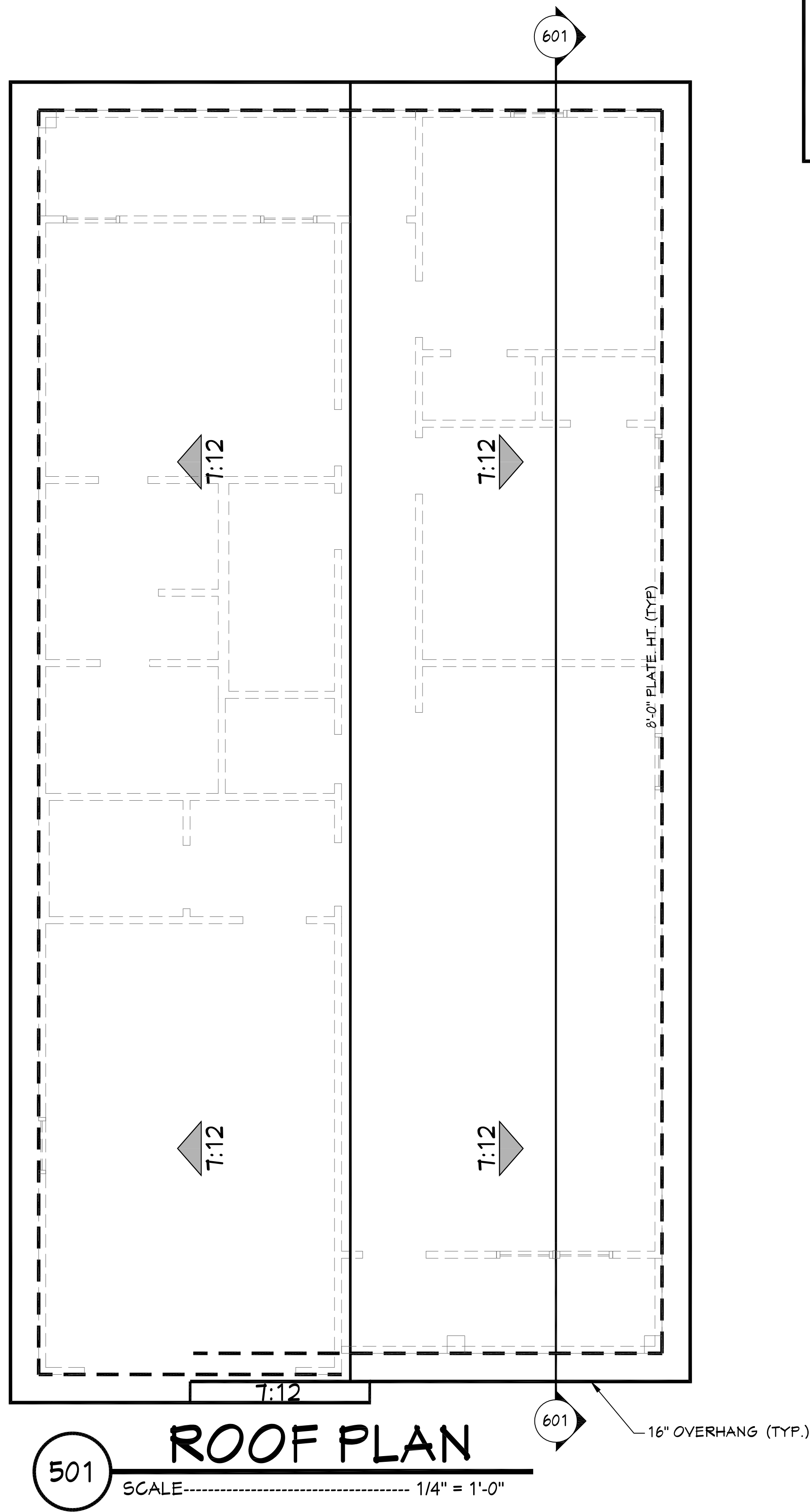
R312.2.2 Window opening control devices. Window opening control devices shall comply with ASTM F 2090. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the net clear opening area of the window unit to less than the area required by Section R310.2.1.



NOTE "A":
PROVIDE A MINIMUM OF 7/16" STRUCTURAL WOOD PANEL ATTACHED W/ 8d COMMON OR 10d BOX NAILS AT 4" SPACING ON EDGE AND 12" IN FIELD.

NOTE "B": CORNICE DETAIL FOR REFERENCE ONLY. REFER TO BUILDER SPECS FOR ACTUAL MATERIALS.





ROOF PLAN NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
2. ALL RIDGE BEAMS, HIP RAFTERS, & VALLEY RAFTERS TO BE 2" X 10", No.2 S.Y.P. OR AS REQ'D BY ENGINEER.
3. ALL RAFTERS TO BE SIZED AS PER SPAN CHART.
4. CONTRACTOR TO WATERPROOF ALL ROOF INTERSECTIONS AS PER CODE.
5. CONTRACTOR TO VERIFY ALL ROOF PITCHES WITH EXTERIOR ELEVATIONS PRIOR TO CONSTRUCTION.
6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.
7. ALL ROOF PENETRATIONS TO BE ON SIDES OR REAR OF RESIDENCE. ALL PVC VENTS SHALL BE PAINTED BLACK OR TO MATCH ROOFING.

RAFTER LENGTH CHART

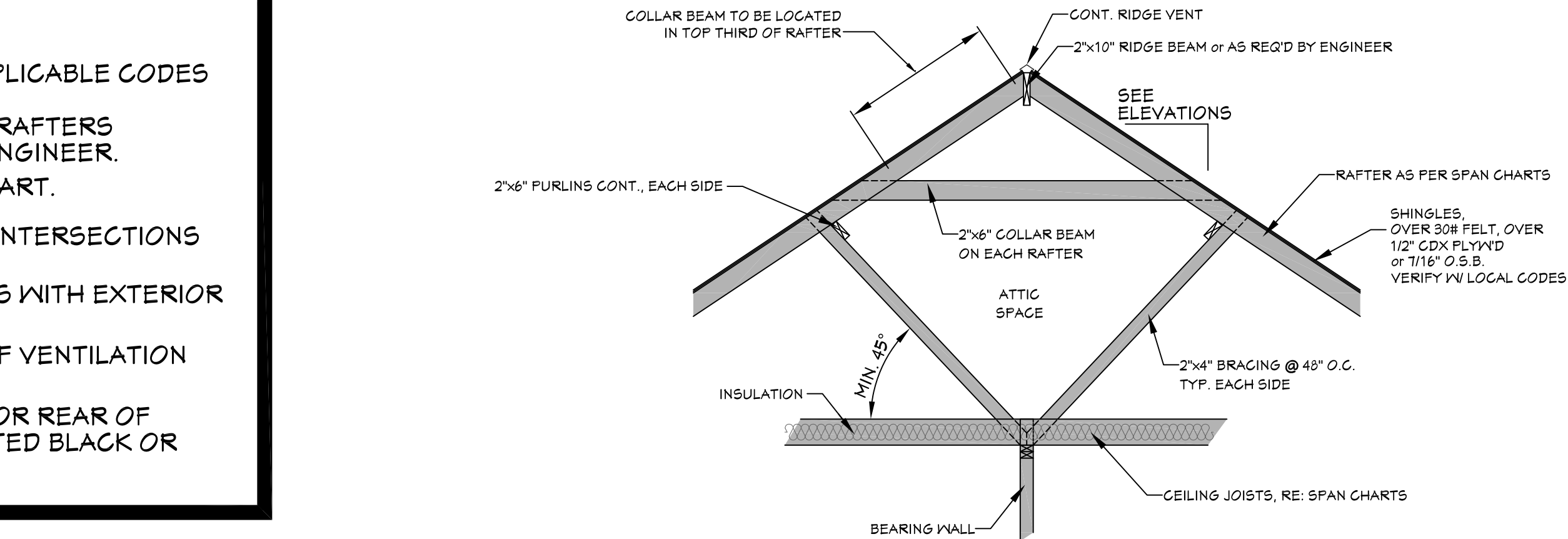
ROOF PITCH	FACTOR
3/12	1.05
4/12	1.07
5/12	1.10
6/12	1.14
7/12	1.17
8/12	1.20
9/12	1.25
10/12	1.30
11/12	1.35
12/12	1.40
14/12	1.54
16/12	1.70

MULTIPLY HORIZONTAL SPAN OF MEMBER BY FACTOR.
CHOOSE APPROPRIATE FACTOR BY ROOF PITCH.

HIP/ VALLEY CONVERSION

IF COMMON RAFTER ROOF PITCH IS...			THEN HIP/ VALLEY RAFTER ROOF PITCH BECOMES...		
RISE/ RUN	SLOPE		RISE/ RUN	SLOPE	
1/12	5°		1/17	3°	
2/12	10°		2/17	7°	
3/12	14°		3/17	10°	
4/12	18°		4/17	13°	
5/12	23°		5/17	16°	
6/12	27°		6/17	19°	
7/12	30°		7/17	22°	
8/12	34°		8/17	25°	
9/12	37°		9/17	28°	
10/12	40°		10/17	30°	
11/12	42°		11/17	33°	
12/12	45°		12/17	35°	

CONVERSION CHART FOR SIMPLE ROOFS ONLY.
CHART DOES NOT APPLY FOR DUAL PITCH ROOFS.



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TYP. ROOF BRACING

SCALE----- N.T.S.

RAFTER SPANS

RAFTER SPANS FOR SOUTHERN PINE SPECIES
LIVE LOAD=30psf, L/A=180 DEAD LOAD = 10psf

SIZE	SPACING (INCHES)	SPANS (MAXIMUM RAFTER SPANS BETWEEN BRACING) (FT. - IN.)
2 x 6	12.0	12-11
	16.0	11-2
	19.2	10-2
	24.0	9-2
2 x 8	12.0	16-4
	16.0	14-2
	19.2	12-11
	24.0	11-7
2 x 10	12.0	19-5
	16.0	16-10
	19.2	15-4
	24.0	13-9
2 x 12	12.0	22-10
	16.0	19-10
	19.2	18-1
	24.0	16-2

NOTES:
The above tables are based on the IRC 2018 TABLE R802.4.1(3)

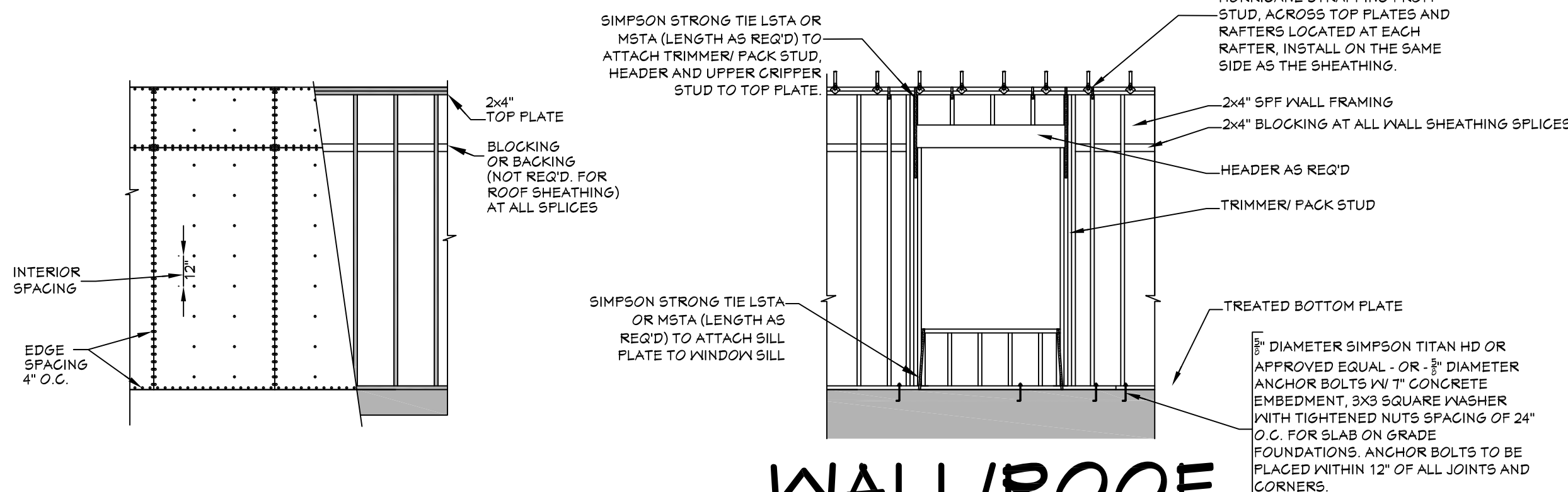
CEILING JOIST SPANS

CEILING JOIST SPANS FOR SOUTHERN PINE SPECIES
(UNINHABITABLE ATTICS WITH LIMITED STORAGE,
LIVE LOAD = 20psf, L/A=240) DEAD LOAD = 10psf)

***IF HABITABLE ATTIC SPACE IS DESIRED,
REFER TO THE INTERNATIONAL RESIDENTIAL CODE, SPAN TABLES.***

SIZE	SPACING (INCHES)	VISUALLY GRADED #2 SOUTHERN PINE (MAXIMUM CEILING JOIST SPANS) (FT. - IN.)
2 x 4	12.0	9-3
	16.0	8-0
	19.2	7-4
	24.0	6-7
2 x 6	12.0	13-11
	16.0	12-0
	19.2	11-0
	24.0	9-10
2 x 8	12.0	17-7
	16.0	15-3
	19.2	13-11
	24.0	12-6
2 x 10	12.0	20-11
	16.0	18-1
	19.2	16-6
	24.0	14-9

NOTES:
The above tables are based on the IRC 2018 TABLE R802.5.1(2)



NAIL SIZE SPACING FOR WALL SHEATHING

8d NAILS
MIN. OF 7/16" O.S.B.
EDGE SPACING = 4" O.C.
INTERIOR SPACING = 12" O.C.

NAIL SIZE SPACING FOR ROOF SHEATHING

8d NAILS
MIN. OF 7/16" O.S.B.
EDGE SPACING = 4" O.C.
INTERIOR SPACING = 4" O.C.

- NOTES:
1. ALL EXTERIOR SHEATHING TO EXTEND FROM BOTTOM OF BOTTOM PLATE TO THE TOP OF THE TOP PLATES.
 2. PROVIDE 2X4 OR GREATER COLLAR TIES ON EACH RAFTER IN THE UPPER THIRD OF ATTIC AND ATTACHED TO RAFTERS WITH 5 - 10d NAILS ON EACH SIDE.
 3. SHINGLES OR OTHER ROOF MATERIALS TO BE FASTENED AS PER MANUFACTURERS INSTRUCTIONS FOR HIGH WIND APPLICATIONS.
 4. EXTERIOR WALL FINISHES TO BE INSTALLED AS PER MANUFACTURERS INSTRUCTIONS BASED ON HIGH WIND APPLICATIONS.

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WALL/ROOF FASTENING DETAILS

SCALE----- 1/4" = 1'-0"

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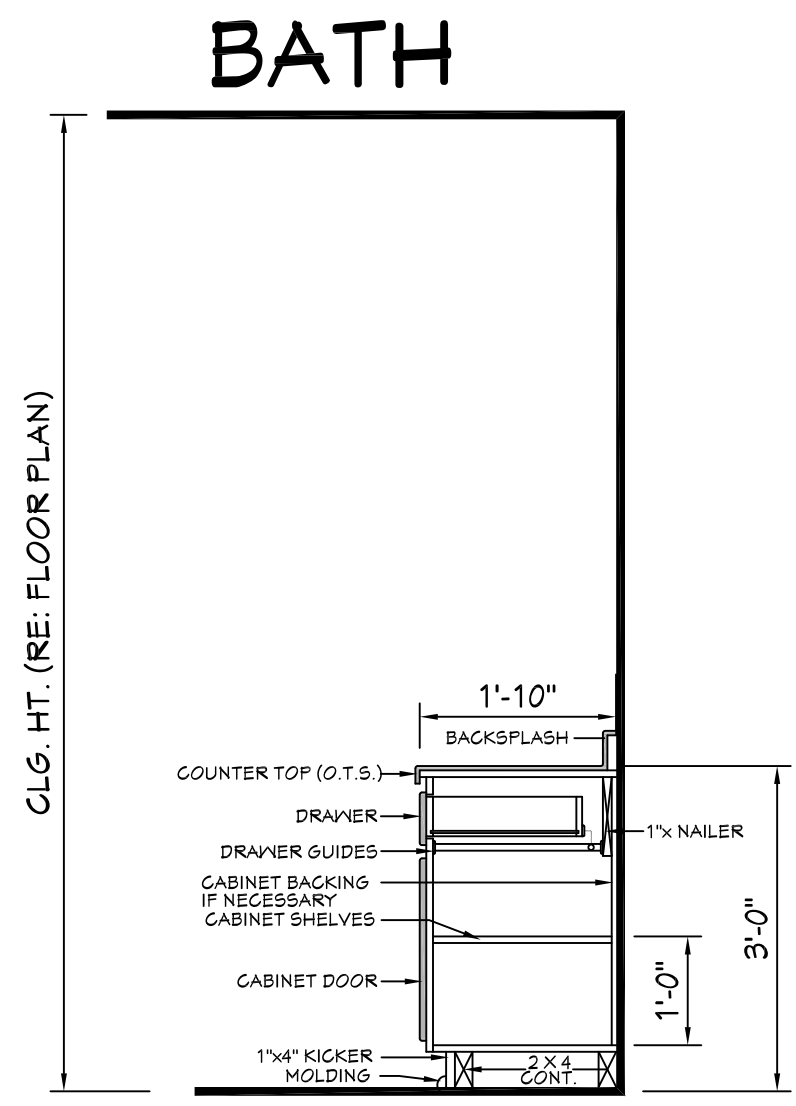
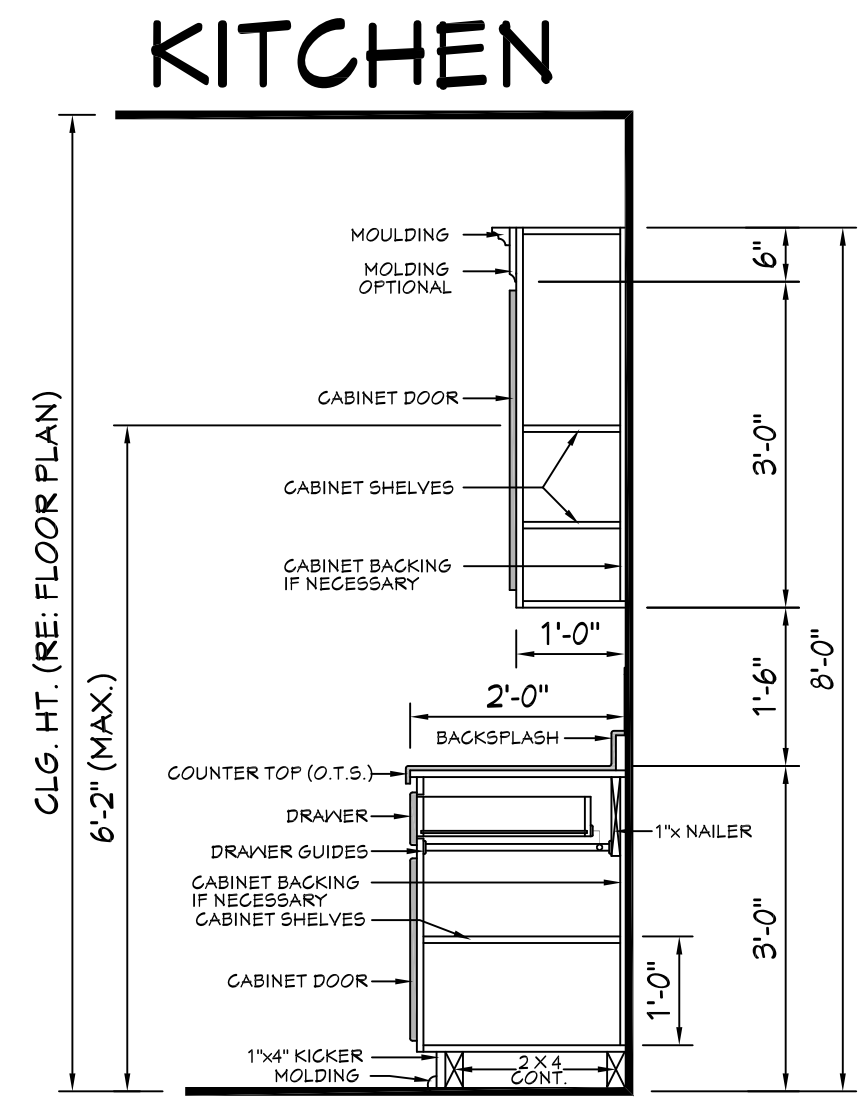
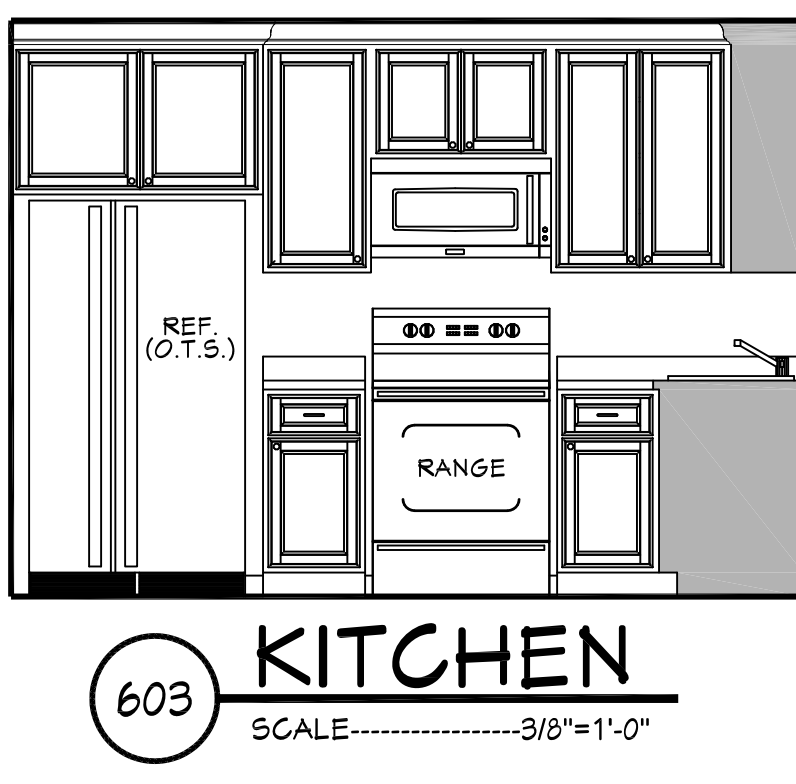
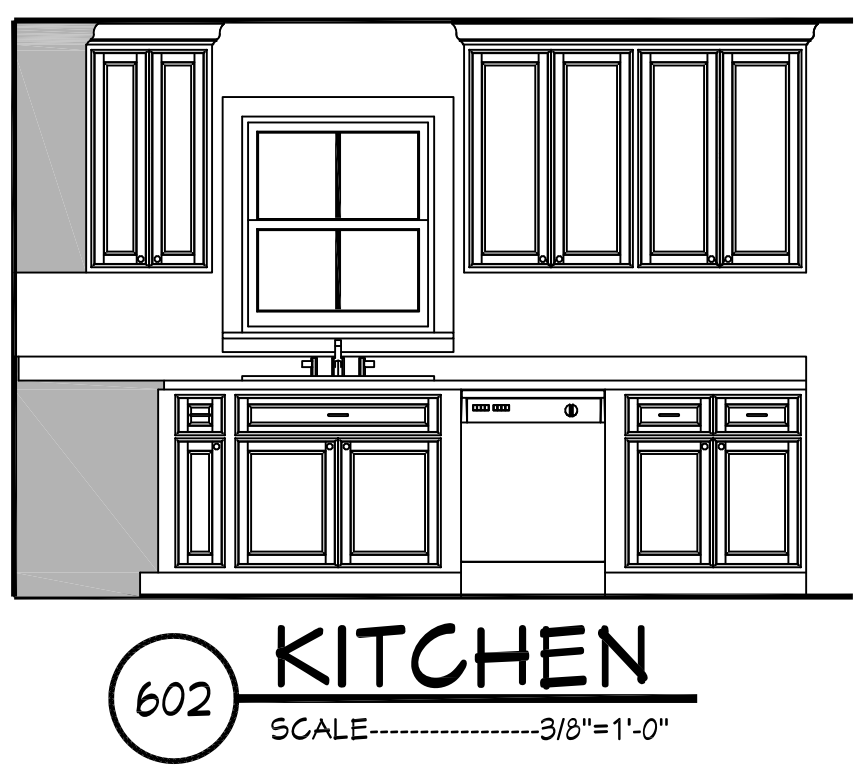
5

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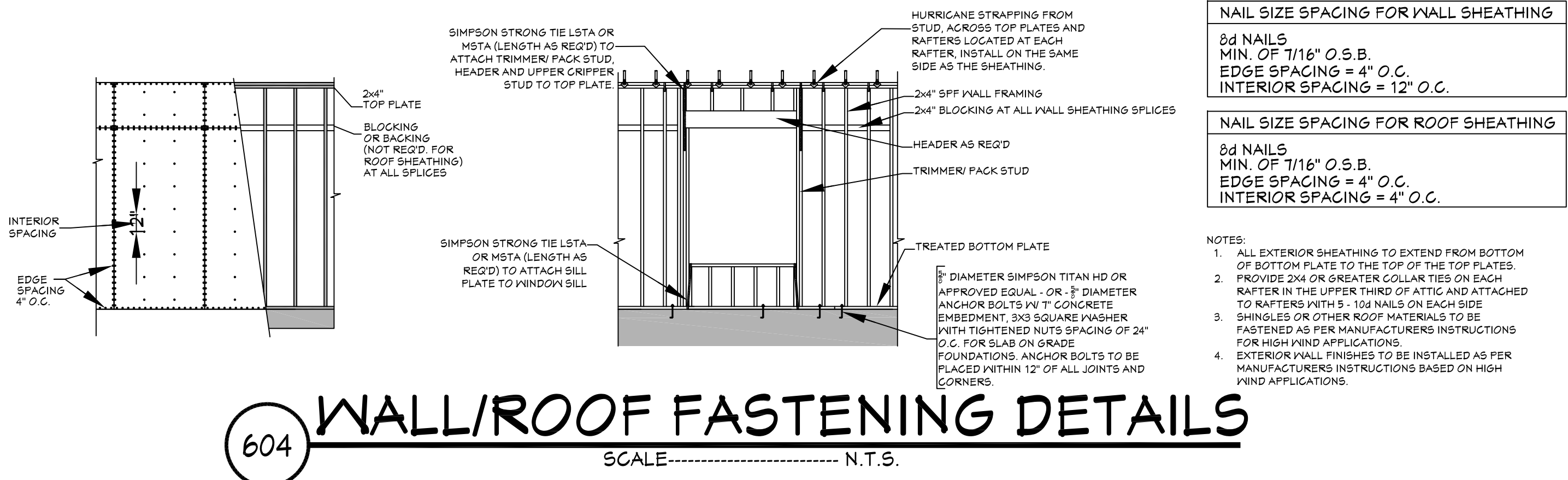
- CROSS SECTION NOTES:**
1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
 2. ALL RIDGE BEAMS, HIP RAFTERS, & VALLEY RAFTERS TO BE 2" x 10", OR AS REQ'D BY ENGINEER.
 3. CONTRACTOR TO PROVIDE RAFTER BRACING TO MEET APPLICABLE CODES.
 4. CONTRACTOR TO THOROUGHLY WATERPROOF ALL EXTERIOR INTERSECTIONS AS PER CODE AND TYPICAL BUILDING PRACTICES.
 5. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
 6. ALL LUMBER SIZES AND SPACING TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
 7. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D. BY CURRENT CODES.



601 **CROSS SECTION**
SCALE-----3/8"=1'-0"



605 **TYP. CAB. SECTIONS**
SCALE-----N.T.S.



604 **WALL/ROOF FASTENING DETAILS**
SCALE-----N.T.S.

Designing Homes

HOUSE PLAN ZONE

Building Relationships

Website:

Email:
sales@hpszplans.com

Phone:
601.336.3254

Fax:
1.800.574.1387

N · C · B · D · C

NATIONAL COUNCIL OF
BUILDING DESIGNERS

CERTIFICATION

JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:

BB-1292

Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

6

House Plan Zone, LLC, has exercised great care and effort in the development of these plans and the completion of these construction documents. However, the user assumes full responsibility for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC, highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction. Other special conditions required by local building codes. All dimensions to be verified on site prior to construction. If a foundation plan has been included in these plans, it is general in nature and shall be verified by a licensed engineer prior to construction.

City Council Meeting

Economic Development Agreement

1225 Mesquite St





- NSNH LLC is proposing to build a newly constructed affordable home located at 1225 Mesquite St
- Home is approximately 1292 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: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (First Reading) Z-2024-18: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd Inc, To Change The Zoning Of Approximately 0.40 Acres From Medium Density (MD) To Medical Use (MU). Located At 1750 Pine St. *(Tim Littlejohn)***

GENERAL INFORMATION

Hendrick is in the process of expanding the clinic located at 1750 Pine Street to the west and needs to rezone this site from MD/COR to MU/COR to match the zoning of the surrounding medical use properties. The request is to change the zoning of approximately 0.40 acres from Medium Density/Corridor (MD/COR) Medical Use/Corridor (MU/COR).

SPECIAL CONSIDERATIONS

Properties to the north are zoned General Commercial (GC). The property to the south is zoned College University (CU). Properties to the east and west are zoned Medical Use (MU). The subject property is located within the Pine Corridor Overlay.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Z-2024-18 Ordinance
2. Z-2024-18 Staff Report
3. Proposed Expansion
4. Legal for MD zoning
5. Exhibit
6. Z-2024-18 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 CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 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 25th 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 8th day of August 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 8th day of August 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from the Medium Density/Corridor (MD/COR) district to the Medical Use/Corridor (MU/COR) district.

BEING an area comprised of a portion of Lot 4, Block “A”, Continuation 1, Hendrick Health System Subdivision, recorded in Cabinet 2, Slide 331-D, Plat Records, Taylor County, Texas, and being more particularly described as follows:

*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone
based on GPS observations*

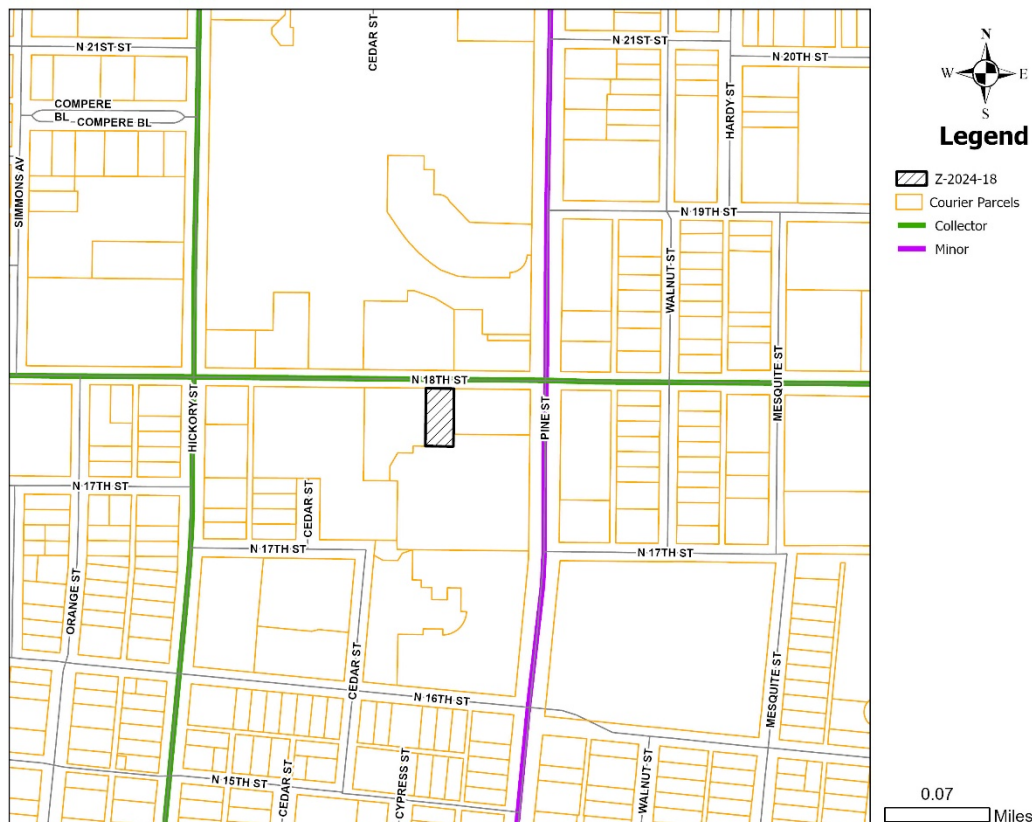
BEGINNING at a point in the south right of way of North 18th Street for the northwest corner of this tract, same being the northwest corner said Lot 4, Block “A”;

THENCE South 89 degrees 24 minutes 10 seconds East, along the south right of way of North 18th Street, a distance of 92.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes 03 seconds West a distance of 190.00 feet to a point for the southeast corner of this tract, same being a southern corner of said Lot 4, Block “A”;

THENCE North 89 degrees 24 minutes 10 seconds West a distance of 92.00 feet to a point for the southwest corner of this tract, same being the southwest corner of said Lot 4, Block “A”;

THENCE North 00 degrees 40 minutes 03 seconds East, along the west boundary line of said Lot 4, Block “A”, a distance of 190.00 feet to the Point of Beginning containing an area of 0.4013 acres.



END

ZONING CASE Z-2024-18

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: July 2, 2024
City Council 1st Reading: July 25, 2024
City Council 2nd Reading: August 8, 2024

Applicant

Owner: Hendrick Medical Office Buildings, LLC
Agent: Enprotec/Hibbs & Todd Inc.

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.40 acres from Medium Density/Corridor (MD/COR) to Medical Use/Corridor (MU/COR).

Location

Legal description being west 92-feet of Lot 4, Block A, Continuation 1, Hendrick Health Systems Subdivision, Abilene, Taylor County, Texas. The site is located at 1750 Pine Street.

Background

Hendrick is in the process of expanding the clinic located at the 1750 Pine Street to the west and needs to rezone this site from MD/COR to MU/COR to match the zoning of the surrounding medical use properties.

Zoning, Existing and Proposed Land Use

Properties to the north are zoned General Commercial (GC). The property to the south is zoned College University (CU). Properties to the east and west are zoned Medical Use (MU). The subject property is located within the Pine Corridor Overlay.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning would be appropriate as most of the lots surrounding the subject site have been developed for medical and institutional uses.

- (3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

This property has access to all required utilities.

- (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.

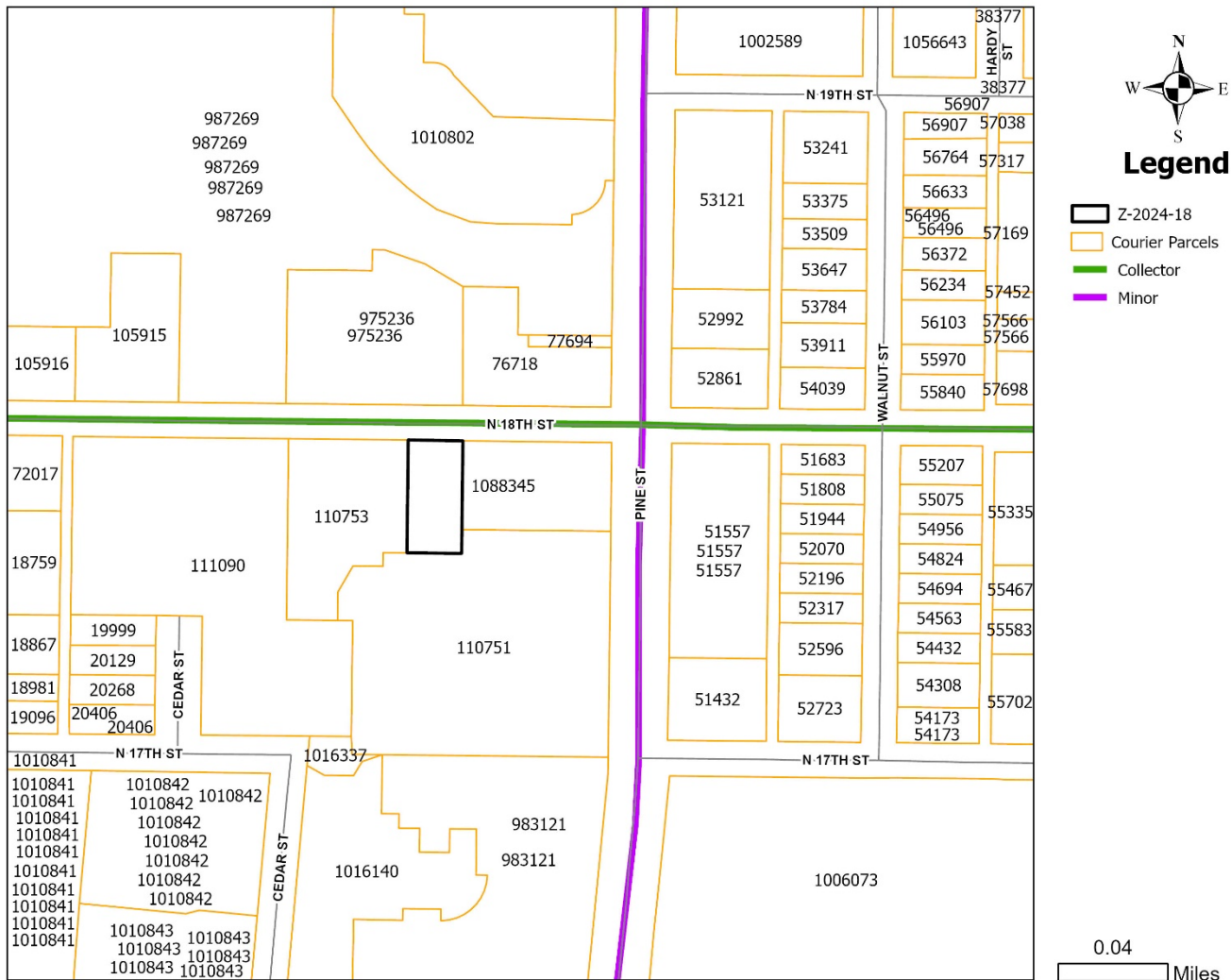
NOTIFICATIONS

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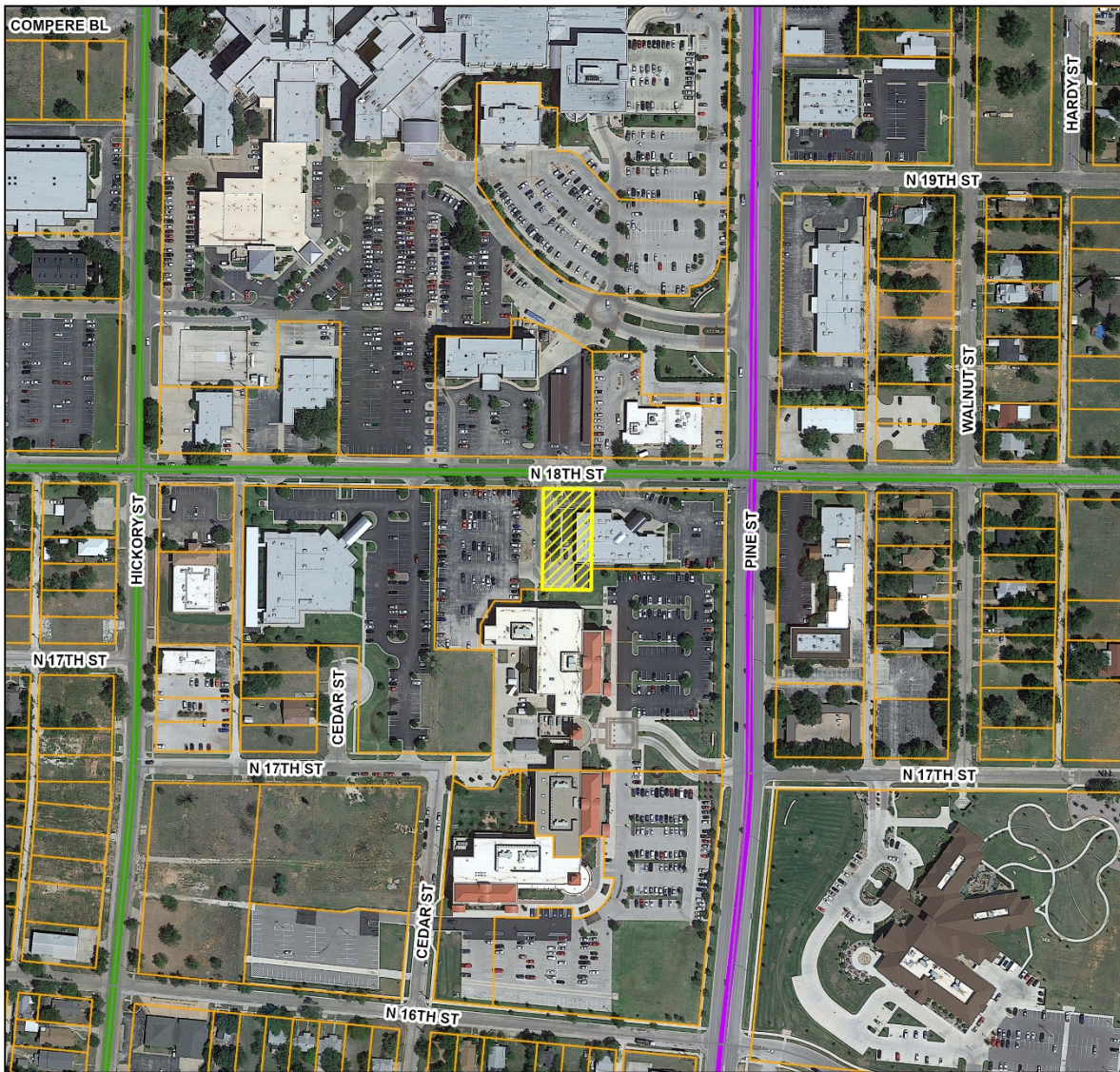
O- Opposed

F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
HENDRICK MEDICAL CENTER	111090	1201 N 18TH ST	
HENDRICK MEDICAL OFFICE BUILDINGS LLC	1088345	1750 PINE ST	
HENDRICK MEDICAL CENTER	110753	1117 N 18TH ST	
FRC GENESIS FUNDSUB IV LLC	77694		
FRC GENESIS FUNDSUB IV LLC	76718	1802 PINE ST	
HENDRICK MEDICAL OFFICE BUILDINGS LLC	975236	1041 N 18TH ST	
HENDRICK MEDICAL OFFICE BUILDINGS LLC	975236	1150 N 18TH ST	
TEXAS TECH UNIVERSITY	110751	1718 PINE ST	



LOCATION MAP



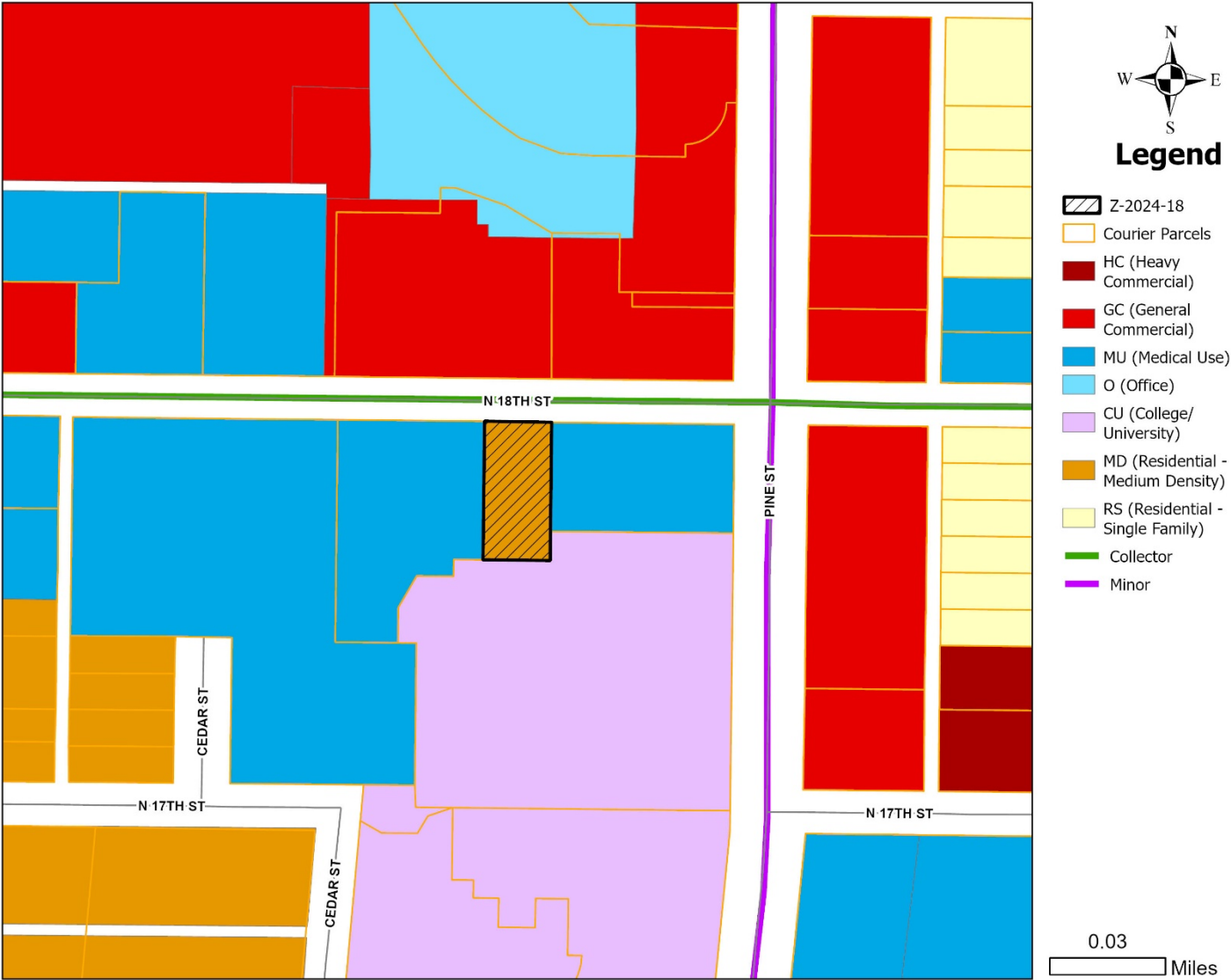
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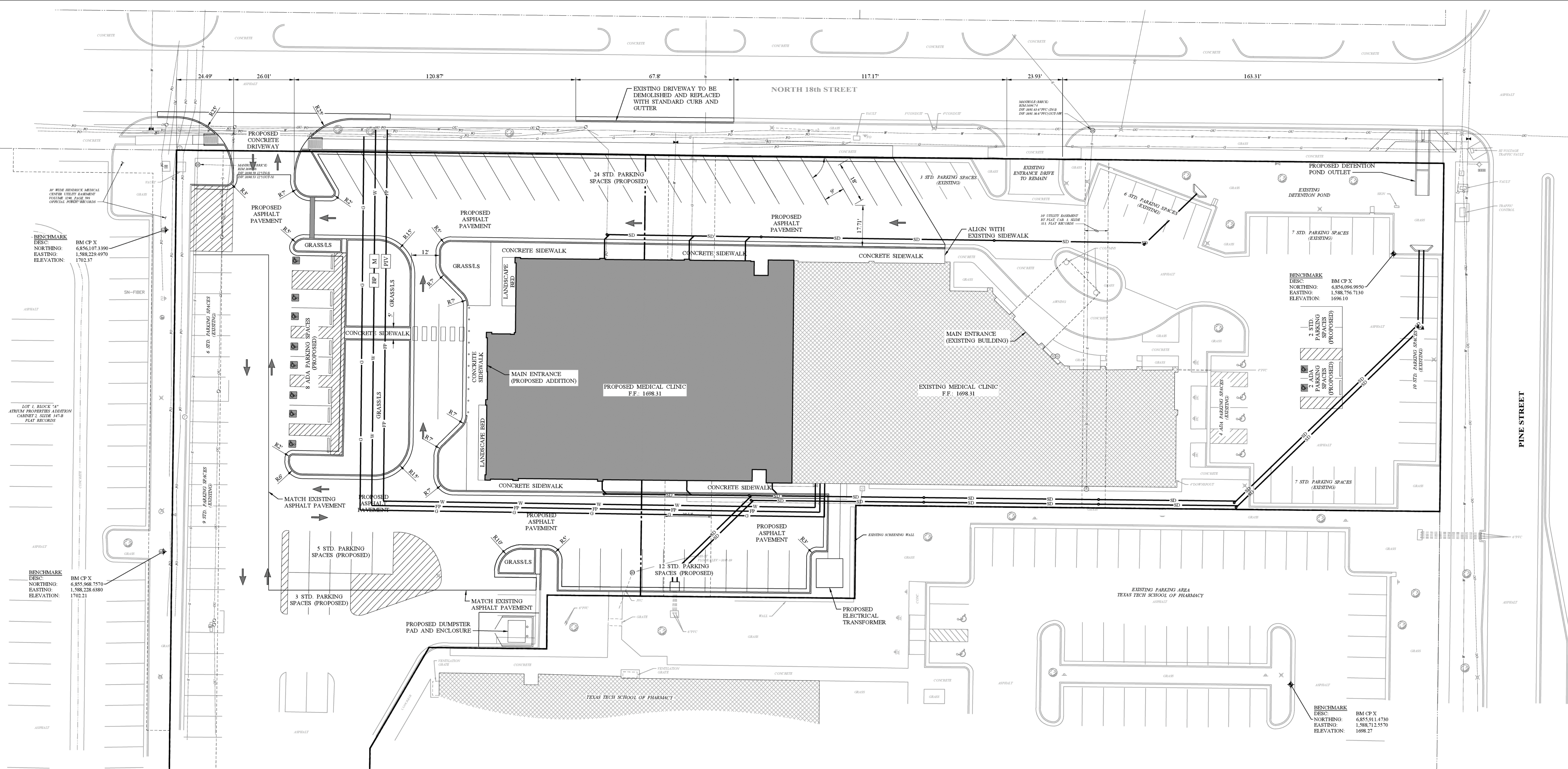
- Z-2024-18
- Courier Parcels
- Collector
- Minor

0.04

Miles

ZONING MAP





LEGAL
LOTS 202 AND 4, BLOCK A, CONTINUATION 1
HENDRICK HEALTH SYSTEM SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS
LOT SQUARE FOOTAGE: 105,459 S.F. (2.421 ACRES)

ADDRESS
1750 PINE STREET
ABILENE, TEXAS

OWNER
HENDRICK MEDICAL OFFICE BUILDINGS, L.L.C.
1900 PINE STREET
ABILENE, TEXAS 79601-2432

HENDRICK MEDICAL EXEMPT
P.O. BOX 2973
ABILENE, TEXAS 79604-2973

ZONING
MU (MEDICAL USE) / MD/COR (MEDIUM DENSITY HOUSING
WITH CORRIDOR OVERLAY)

BUILDING INFORMATION
BUILDING USAGE: MEDICAL OFFICE / CLINIC
EXISTING BUILDING SQUARE FOOTAGE: 1,000
PROPOSED BUILDING SQUARE FOOTAGE: 1,000
MAXIMUM BUILDING HEIGHT: 25 FEET

BUILDING FINISHED FLOOR ELEVATIONS:
EXISTING BUILDING: 1698.31 FEET
PROPOSED BUILDING ADDITION: 1698.31 FEET

BENCHMARK:
NORTHING: 6,855,911.4730
EASTING: 1,588,712.5570
ELEVATION: 1698.27

PARKING SPACE REQUIREMENTS
REQUIRED PARKING SPACES PER LAND DEVELOPMENT
CODE: 1 PARKING SPACE PER 500 S.F.
EXISTING BUILDING (12,410 S.F.):
25 STANDARD PARKING SPACES

PROPOSED BUILDING (11,940 S.F.):
24 STANDARD PARKING SPACES
1 ADA ACCESSIBLE SPACE

EXISTING STANDARD PARKING SPACES:	3
EXISTING ADA PARKING SPACES:	0
PROPOSED STANDARD PARKING SPACES:	4
PROPOSED ADA PARKING SPACES:	1
TOTAL PARKING SPACES	9

FLOOD NOTE
AS PER FLOOD INSURANCE RATE
COMMUNITY MAP PANEL NUMBER 484
EFFECTIVE DATE JANUARY 6, 2012, THIS
NOT LOCATED WITHIN A DESIGNATED FLO

SIDEWALK NOTE
SIDEWALKS AND CORRESPONDING CURB RAMPS
LOCATED IN CITY RIGHT OF WAY OR PUBLIC ACCESS
EASEMENT MUST BE PERMITTED THROUGH ABILENE'S

PUBLIC WORKS DEPARTMENT.

EROSION CONTROL.
A STORMWATER POLLUTION PREVENTION PLAN (SWP3) INCLUDING SILT FENCING WILL BE UTILIZED DURING THE DEVELOPMENT OF THE SITE. EROSION CONTROL DEVICES SHALL BE MAINTAINED AT ALL TIMES.

SITE LIGHTING
ALL SITE LIGHTING SHALL MEET ALL CITY OF ABILENE
DESIGN STANDARDS. ALL LIGHTING (INCLUDING
WALL-MOUNTED LIGHTING) SHALL BE FULLY SHIELDED
AND SCREENED FROM RESIDENTIALLY ZONED
PROPERTIES, PARKING AND PUBLIC RIGHT OF WAYS.

SOLID WASTE
SOLID WASTE CONTAINER PAD AND ENCLOSURE SHALL
BE CONSTRUCTED IN COMPLIANCE WITH APPLICABLE
CITY OF ABILENE STANDARDS.

ALL DRIVEWAY APPROACHES, SIDEWALKS AND ACCOMPANYING RAMPS LOCATED IN PUBLIC RIGHTS-OF-WAY SHALL BE PERMITTED THROUGH THE CITY OF ABILENE BUILDING INSPECTIONS DEPARTMENT.

MECHANICAL EQUIPMENT
MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) SHALL BE SCREENED FROM VIEW FROM STREETS AND PARKING LOTS.

LANDSCAPE PLAN
A COMPLETE LANDSCAPE AND IRRIGATION PLAN MEETING ALL CITY REQUIREMENTS SHALL BE SUBMITTED TO PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL. ALL LANDSCAPING AND IRRIGATION SHALL BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.

WHEEL STOP NOTE
THE FRONT FACE (I.E. WHERE THE WHEELS STOP) OF ALL WHEEL STOPS SHALL BE A MINIMUM OF 24" FROM THE FACE OF ADJACENT CURB (OR HEAD OF PARKING SPACE)

UTILITY NOTES

1. WATER METER SHALL NOT BE TAPPED OFF FIRE LINE.
2. WATER METER NEEDS TO BE IN PUBLIC RIGHT OF WAY OR EASEMENT.
3. SERVICE LINE FROM WATER METER TO BUILDING SHALL BE 50 PERCENT LARGER THAN DESIRED METER SIZE
4. WATER AND SEWER SERVICE LINE LOCATIONS, TYPE AND SIZE SHALL BE COORDINATED WITH THE CITY OF ABILENE WATER DEPARTMENT AND LOCAL PLUMBING CODES.

BOXES FOR EACH WATER SERVICE CONNECTION DETAILED ON THE PLANS FOR WATER METER SIZES 1/2" TO 2 1/2". THE CONTRACTOR SHALL SUPPLY A BASS AND HAYS BH 1324 (AMI COMPATIBLE) WATER METER BOX LID AND PRODUCT NUMBER 38271527 WATER METER BOX, OR AN EAST JORDAN IORN WORKS PRODUCT NUMBER 32131364 (AMI COMPATIBLE) WATER METER BOX LID AND PRODUCT NUMBER 38001527 WATER METER BOX, OR AN EAST JORDAN IORN WORKS PRODUCT NUMBER 32131365 (AMI COMPATIBLE) WATER METER BOX SIZES 5/8" TO 1". THE CONTRACTOR SHALL SUPPLY A BASS AND HAYS BH 1324 AMI LID WATER METER BOX LID AND PMSBCF 1324-12 WATER METER BOX, OR AN EAST JORDAN IORN WORKS PRODUCT NUMBER 32131365 (AMI COMPATIBLE) WATER METER BOX LID AND PRODUCT NUMBER 3241401W WATER METER BOX, OR EQUIVALENT.

6. THE CONTRACTOR SHALL PROVIDE A 5" x 4 1/2" HYDRASTORZ ADAPTOR EQUIPPED WITH A CHECK VALVE 3/4" NPT AND 1/2" NPT HYDRAULIC USE ONLY ON ALL PROPOSED FIRE HYDRANTS.

MECHANICAL EQUIPMENT
MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) WILL BE SCREENED FROM VIEW OR STREET AND PARKING LOTS, BY MATERIALS CONSISTENT WITH BUILDING'S EXTERIOR.

EXISTING CONDITIONS:
TOTAL IMPERVIOUS AREA: 2.035 ACRE
TOTAL LANDSCAPE AREA: 0.386 ACRE

PROPOSED CONDITIONS:
TOTAL IMPERVIOUS AREA: 2.099 ACRES
TOTAL LANDSCAPE AREA: 0.322 ACRES

PROPOSED PROJECT WILL RESULT IN A REDUCTION IN IMPERVIOUS AREA. PROPOSED PROJECT WILL RESULT IN A 0.064 ACRES INCREASE OF IMPERVIOUS COVERAGE AREA. THEREFORE, PROJECT WILL REQUIRE ADDITIONAL ON-SITE STORMWATER MITIGATION. REFER TO DRAINAGE PLAN SUBMITTED UNDER SEPARATE COVER.

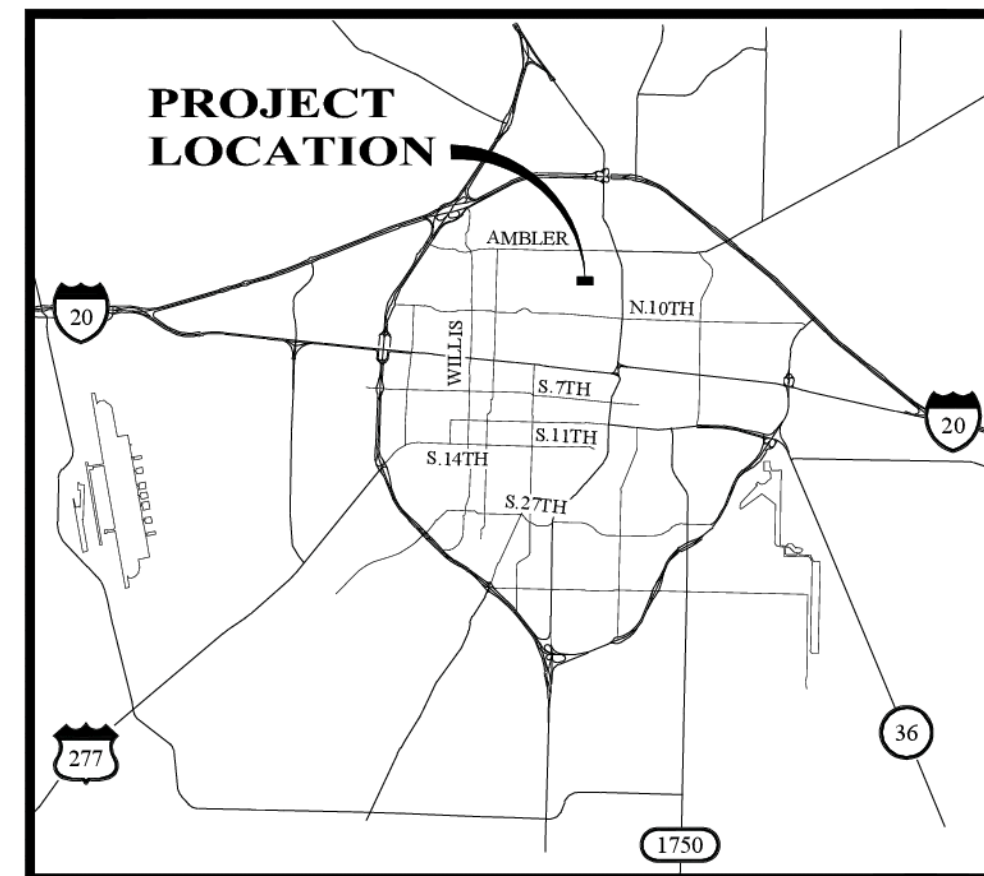
LEGEND

- | | |
|---|---------------------------|
|  | SANITARY SEWER CLEANOUT |
|  | MANHOLE - SANITARY SEWER |
|  | MANHOLE - TELEPHONE |
|  | FIRE HYDRANT |
|  | IRRIGATION CONTROL VALVE |
|  | WATER METER |
|  | WATER VALVE |
|  | GAS METER |
|  | ELECTRIC METER |
|  | LIGHT POLE |
|  | POWER POLE |
|  | PULL-BOX - ELECTRIC |
|  | PULL-BOX - TELEPHONE |
|  | SIGN |
|  | SIGN - TRAFFIC |
|  | SIGN - HANDICAP PARKING |
|  | SIGN - BURIED TELEPHONE |
|  | SIGN - BURIED FIBER OPTIC |
|  | TRAFFIC LIGHT |
|  | TREE |

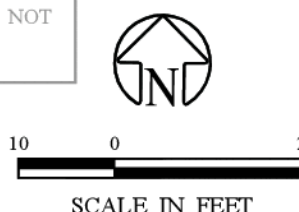
- | | |
|-------|--------------------------|
| ----- | GUY ANCHOR |
| —O— | GAS LINE |
| —S— | SANITARY SEWER LINE |
| —W— | WATER LINE |
| —FO— | BURIED FIBER OPTIC |
| — | BURIED ELECTRIC |
| —OO— | OVERHEAD UTILITY LINE |
| —■— | PROPOSED GAS LINE |
| —■— | PROPOSED WATER LINE |
| —■— | PROPOSED FIRE PROTECTION |
| —■— | PROPOSED STORM DRAIN |

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRIS ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



 **LOCATION MAP**
NO SCALE



Initial Submittal: 05/14/2024

Project Number
Original Issue

DOCUMENT FOR INTERIM
REVIEW, NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.

ROBERT R. PRICHARD, P.E. 101233

Sheet Name

CITY SITE PLAN

Scale

Sheet Number

C-201

Project Status

**FIELD NOTES
FOR
REZONING
A PORTION OF
LOT 4, BLOCK "A"
CONTINUATION 1,
HENDRICK HEALT SYSTEM SUBDIVISION**

BEING an area comprised of a portion of Lot 4, Block "A", Continuation 1, Hendrick Health System Subdivision, recorded in Cabinet 2, Slide 331-D, Plat Records, Taylor County, Texas, and being more particularly described as follows:

*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone
based on GPS observations*

BEGINNING at a point in the south right of way of North 18th Street for the northwest corner of this tract, same being the northwest corner said Lot 4, Block "A";

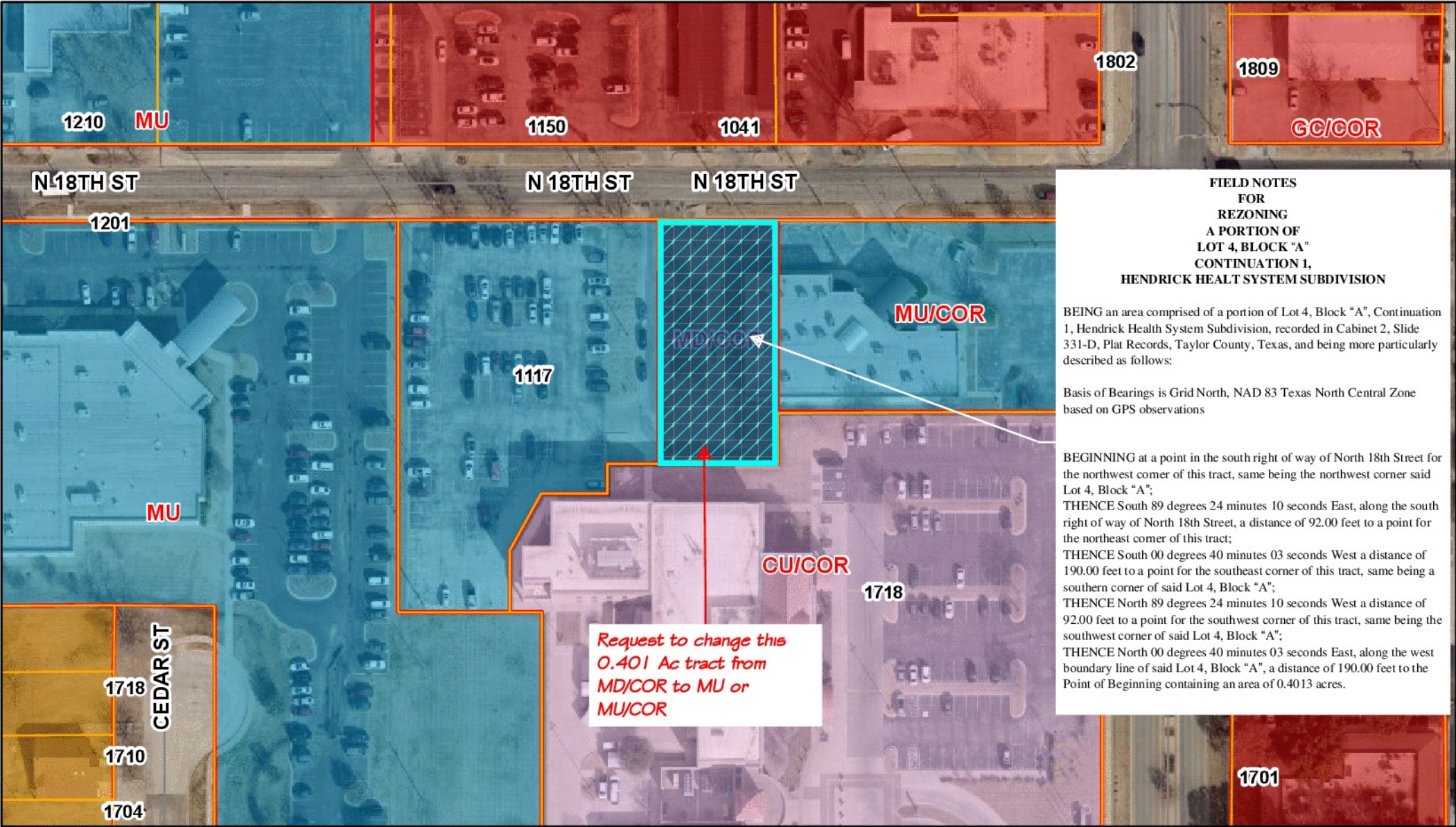
THENCE South 89 degrees 24 minutes 10 seconds East, along the south right of way of North 18th Street, a distance of 92.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes 03 seconds West a distance of 190.00 feet to a point for the southeast corner of this tract, same being a southern corner of said Lot 4, Block "A";

THENCE North 89 degrees 24 minutes 10 seconds West a distance of 92.00 feet to a point for the southwest corner of this tract, same being the southwest corner of said Lot 4, Block "A";

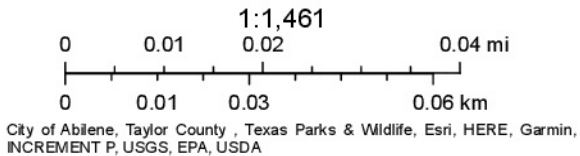
THENCE North 00 degrees 40 minutes 03 seconds East, along the west boundary line of said Lot 4, Block "A", a distance of 190.00 feet to the Point of Beginning containing an area of 0.4013 acres.

Hendrick Health System Zone Change



5/29/2024, 6:25:57 PM

- Road Centerlines
- Zoning Setbacks
- Courier Parcels
- MD (Residential - Medium Density)
- Zoning Districts
- CU (College/University)
- MU (Medical Use)
- GC (General Commerical)





REZONE REQUEST

Case: Z-2024-18

Applicant: Hendrick Medical Office Building, LLC

Agent: e-HT

Request: Change the zoning of approximately 0.40 acres from Medium Density/Corridor (MD/COR) to Medical Use/Corridor (MU/COR).

Location: 1750 Pine St

Notification: 0 in Favor, 0 Opposed

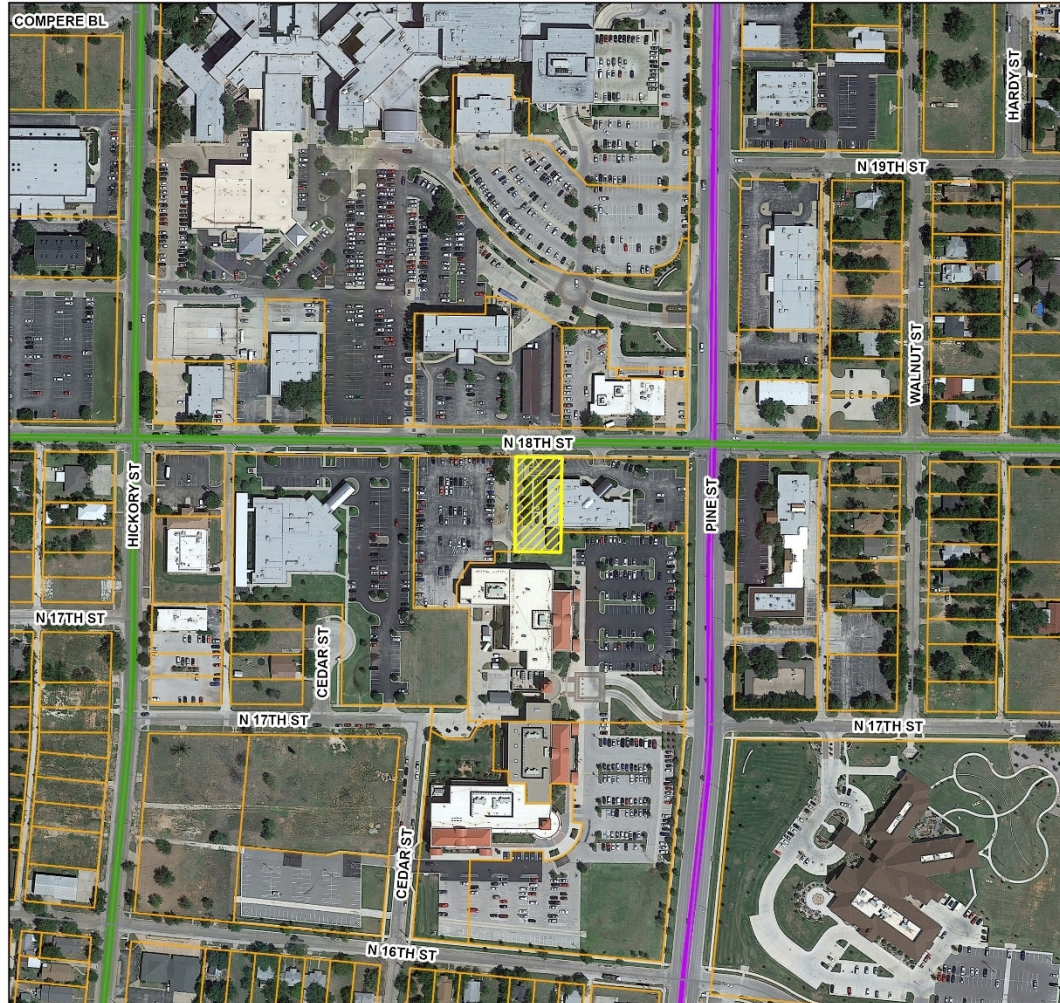
Planning & Zoning: July 2, 2024

Council Hearing: July 25, 2024
August 8, 2024





AERIAL LOCATION MAP

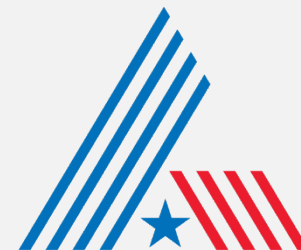


Legend

- Z-2024-18
- Courier Parcels
- Collector
- Minor

0.04

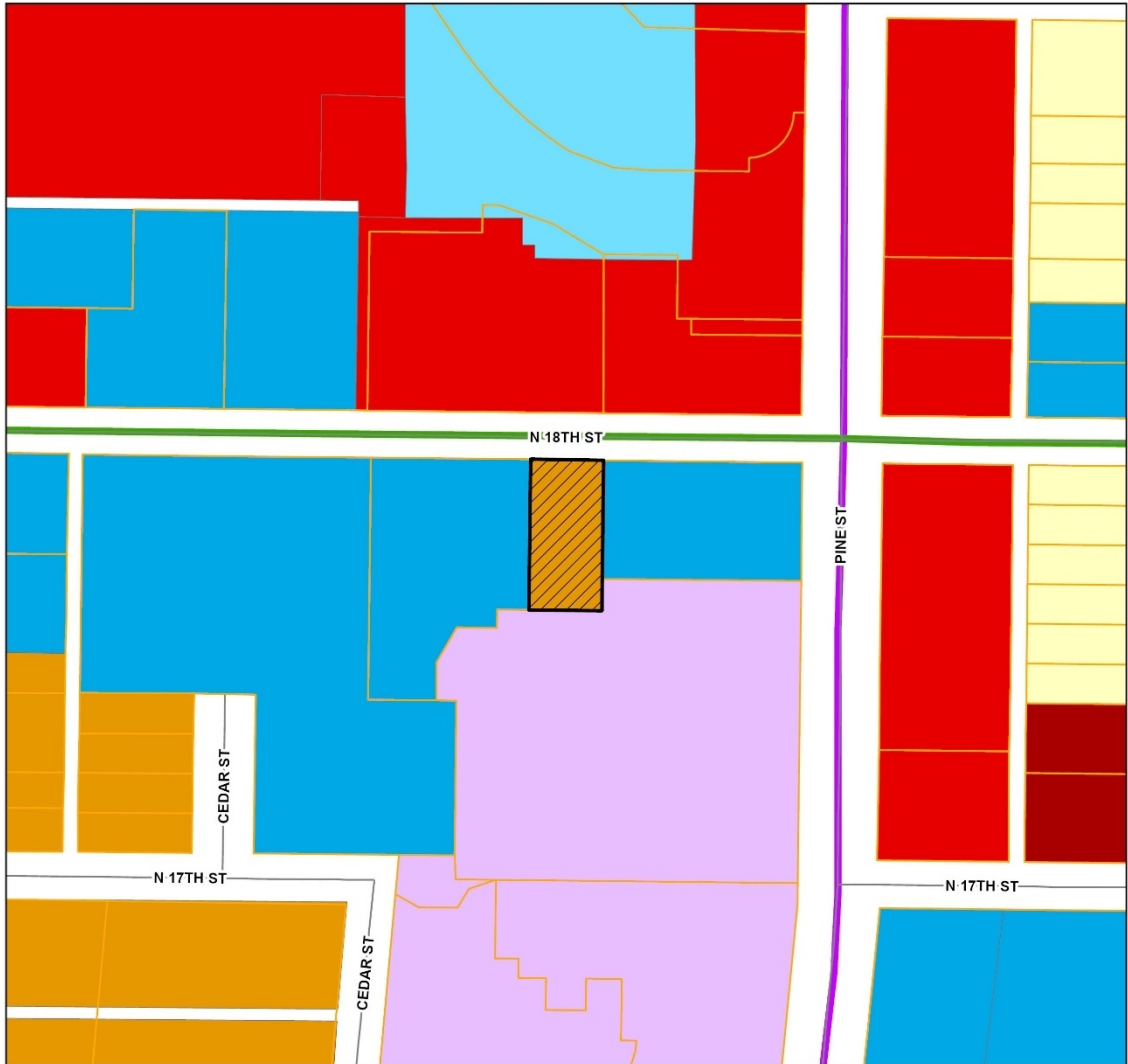
Miles



CITY OF
ABILENE
TEXAS

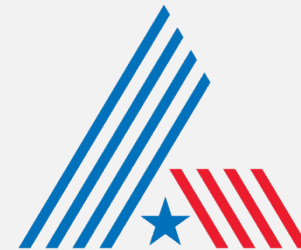


ZONING MAP



Legend

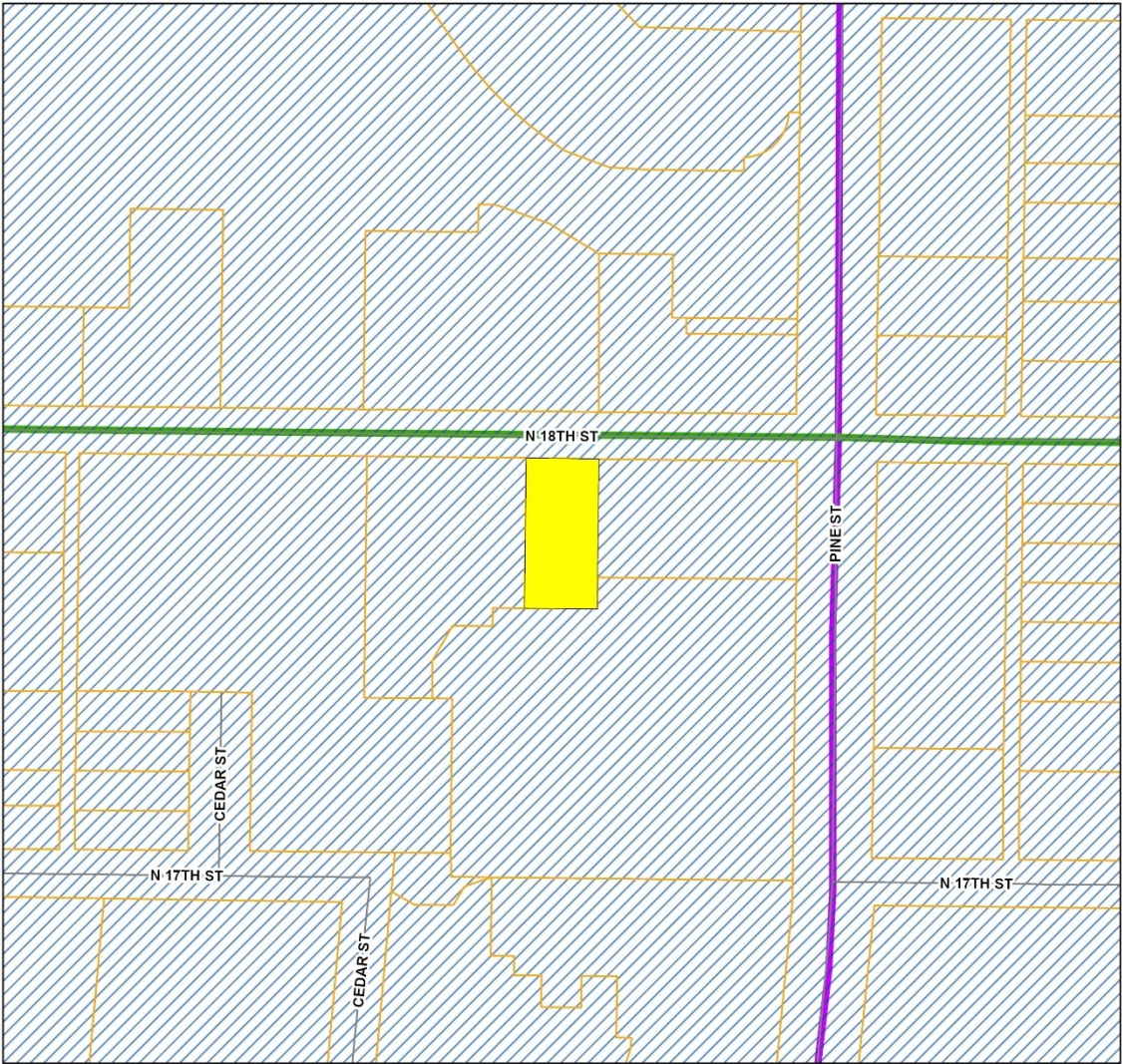
- Z-2024-18
- Courier Parcels
- HC (Heavy Commercial)
- GC (General Commercial)
- MU (Medical Use)
- O (Office)
- CU (College/University)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Collector
- Minor



CITY OF
ABILENE
TEXAS



NEIGHBORHOOD EMPOWERMENT ZONING MAP



Legend

- Z-2024-18
- Courier Parcels
- NEZ 2022
- Collector
- Minor

0.03
Miles





VIEWS OF PROPERTIES



Subject Property



East Neighboring Property



West Neighboring Property

Jun 21, 2024 4:50:33 PM
1041 North 18th Street
Abilene
Taylor County
Texas



North Neighboring Property



North Neighboring Property





Permitted Uses in MD 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





Permitted Uses in MU Zoning

RESIDENTIAL USES:

- 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
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment Mobile (storage and parking)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- P Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- 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
- C University/College

SERVICE

- P Funeral Home/Mortuary/Morgue
- P Office (general, professional, financial)
- P Personal Services

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

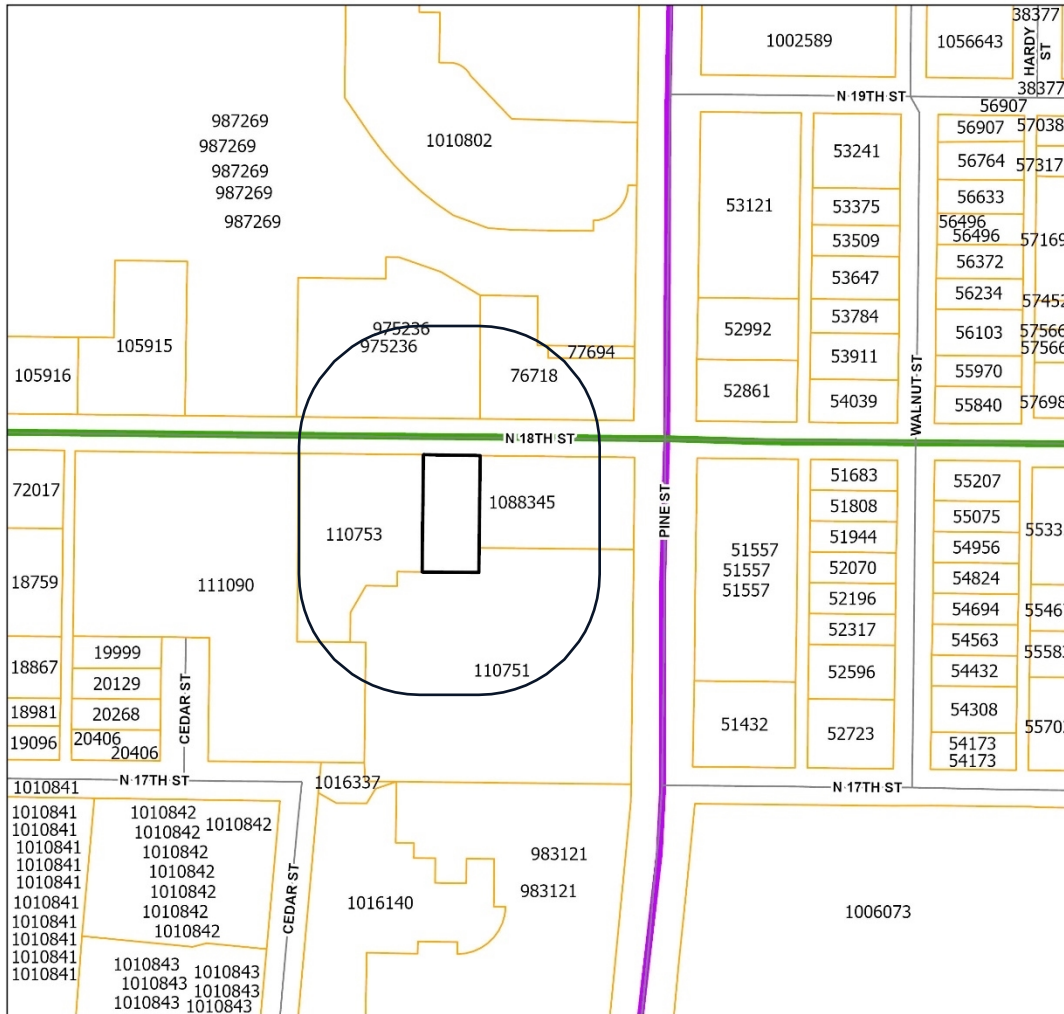
LEGEND

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





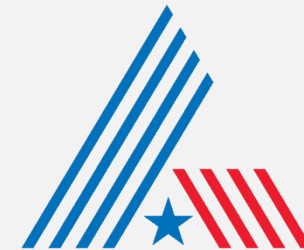
NOTIFICATION AREA MAP



Legend

- Z-2024-18
- Courier Parcels
- Collector
- Minor

- 0 - In Favor-
- 0 - Opposed-



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) CUP-2024-05:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Apply A Conditional Use Permit (CUP) To A Property. Specifically, To Allow A Duplex And An Accessory Dwelling Unit (ADU) On A Lot Zoned Residential Single Family (RS-8) For A Total Of Three (3) Dwelling Units On The Lot. Located At 748 Washington Boulevard. *(Tim Littlejohn)*

GENERAL INFORMATION

The applicant is proposing a duplex with each unit being approximately 1,370 square feet and an ADU with approximately 865 square feet. The property has been vacant since annexation. The request is for a Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow a duplex and an accessory dwelling unit (ADU) for a total of three dwelling units.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

See P&Z recommendation

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended DENIAL of this request. The applicant is appealing this decision.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Formal Letter of Appeal_CUP-2024-05
4. project overview
5. Applicant Presentation
6. Duplex and ADU Plan
7. 709 Scott Pl
8. 633 Scott Place
9. 709 Scott Pl
10. 717 Scott Place
11. 726 Byrd Dr
12. 733 Scott Place
13. 734 Byrd Dr.
14. 750 Washington (2)
15. 750 Washington
16. 802 Washington Blvd
17. 874 Canyon Ct
18. 882 Canyon Ct
19. 333 Washington (Paper
20. 333 washington
21. 633 Scott Place
22. 701 Scott Pl
23. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 25th 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 8th day of August, 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 8th day of August, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow for a duplex subject to the following conditions:

1. The duplex shall generally conform to the concept plan named “EXHIBIT B”
2. The duplex shall follow all standards adopted in the Land Development Code

Legal description being Lot 102, Block 8, Radford Hills, Section 5, Continuation 1, Abilene, Taylor County, Texas.

Located at 748 Washington Boulevard, Abilene, Taylor County, Texas.

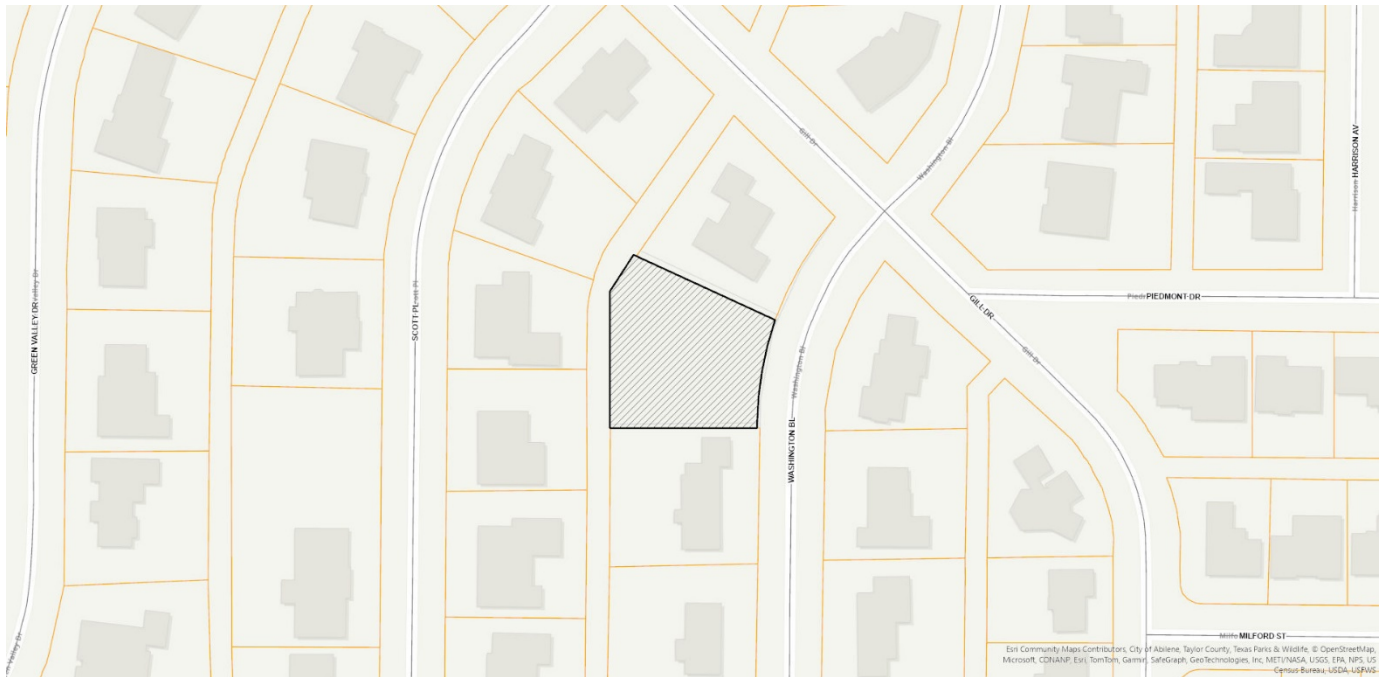
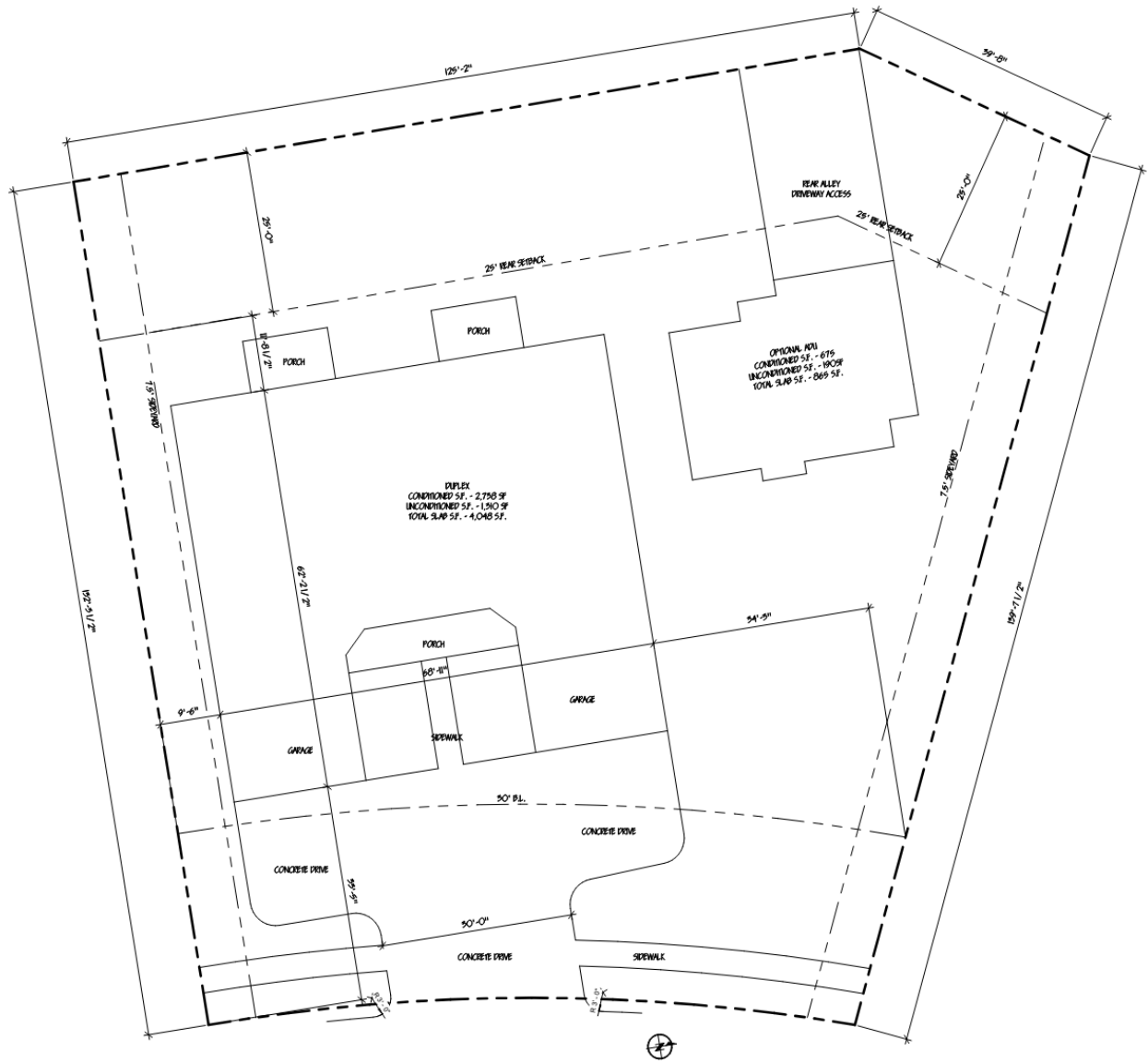


EXHIBIT B



END

ZONING CASE CUP-2024-05

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: July 2, 2024
City Council 1st Reading: July 25, 2024
City Council 2nd Reading: August 8, 2024

Applicant

Owner: Ellis Island Holdings
Agent: Randy Charleville

Case Manager

Adam Holland – Planner

Request

A Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow a duplex and an accessory dwelling unit (ADU) for a total of three dwelling units.

Location

748 Washington Boulevard, Abilene, Taylor County, Texas.

Background

The subject property is 0.42 acres out of the Radford Hills Section 5 Continuation 1. The applicant is proposing a duplex with each unit being approximately 1,370 square feet and an ADU with approximately 865 square feet. The property has been vacant since annexation.

The LDC allows by right the construction of one (1) single-family residence and one (1) ADU. In this instance, the CUP, if granted, would allow a conventional duplex and an ADU. In consideration of the CUP, the Planning and Zoning Commission and City Council can consider the impact of three (3) dwelling units on one lot. If the CUP is granted to allow three (3) dwelling units, the resulting density would be 7.14 dwelling units/acre. The density for two dwelling units, either as a single-family residence with an ADU or as duplex, without an ADU, would be 4.76 dwelling units/acre.

Existing Uses/Zoning

All the surrounding properties are zoned Single Family Residential (RS-8). Duplexes are not located in the immediate vicinity of this property.

Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.

The Future Land Use Map recommends Low Density Residential. The RS-8 district falls within this category. The density of the surrounding neighborhood is 2.38 dwelling units per acre. Since all RS-8 lot can have an ADU by right, the effective density of the neighborhood is 4.76 dwelling units/acre, which would be consistent with the Low Density recommendation of the Comprehensive Plan. A density of 7.14 is on the low side of Medium Density residential.

A traditional duplex, without an ADU, or a single-family residence would not be detrimental to

the neighborhood from a density standpoint. The addition of one (1) additional dwelling unit could potentially have an adverse effect the adjoining properties and neighborhood.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations

The proposed use, as detailed, is not consistent with the surrounding uses and zoning district regulations. The maximum lot coverage for RS-8 zoning is 50%. Since this lot is approximately 18,380 square feet in area, 9,000 square feet of cover is permitted. The applicant proposes less than 5,000 square feet of surface coverage. The amount of uncovered space that would remain would mitigate much of the impact of three dwelling units on the site. Most of the surrounding homes are very large and occupy much more than 50% of the lots on which they are located.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

A duplex would not be compatible with the surrounding neighborhood from a density perspective. A traditional duplex could result in a negative visual impact to the character of the neighborhood.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The introduction of a third dwelling unit will generate on average 10 additional trips per day to and from that dwelling. The use of the site as a duplex, without the third dwelling unit, would generate additional traffic.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.

The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site. Washington Boulevard, as designed, can accommodate the proposed amount of traffic.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.

The use does generate negative visual impacts for the surrounding area since there are not traditional duplexes in this neighborhood.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

The site plan design could comply with all applicable LDC development standards.

P&Z Recommendation

The Planning and Zoning Commission recommends **denial**.

Attachments

- Site Layout

NOTIFICATIONS

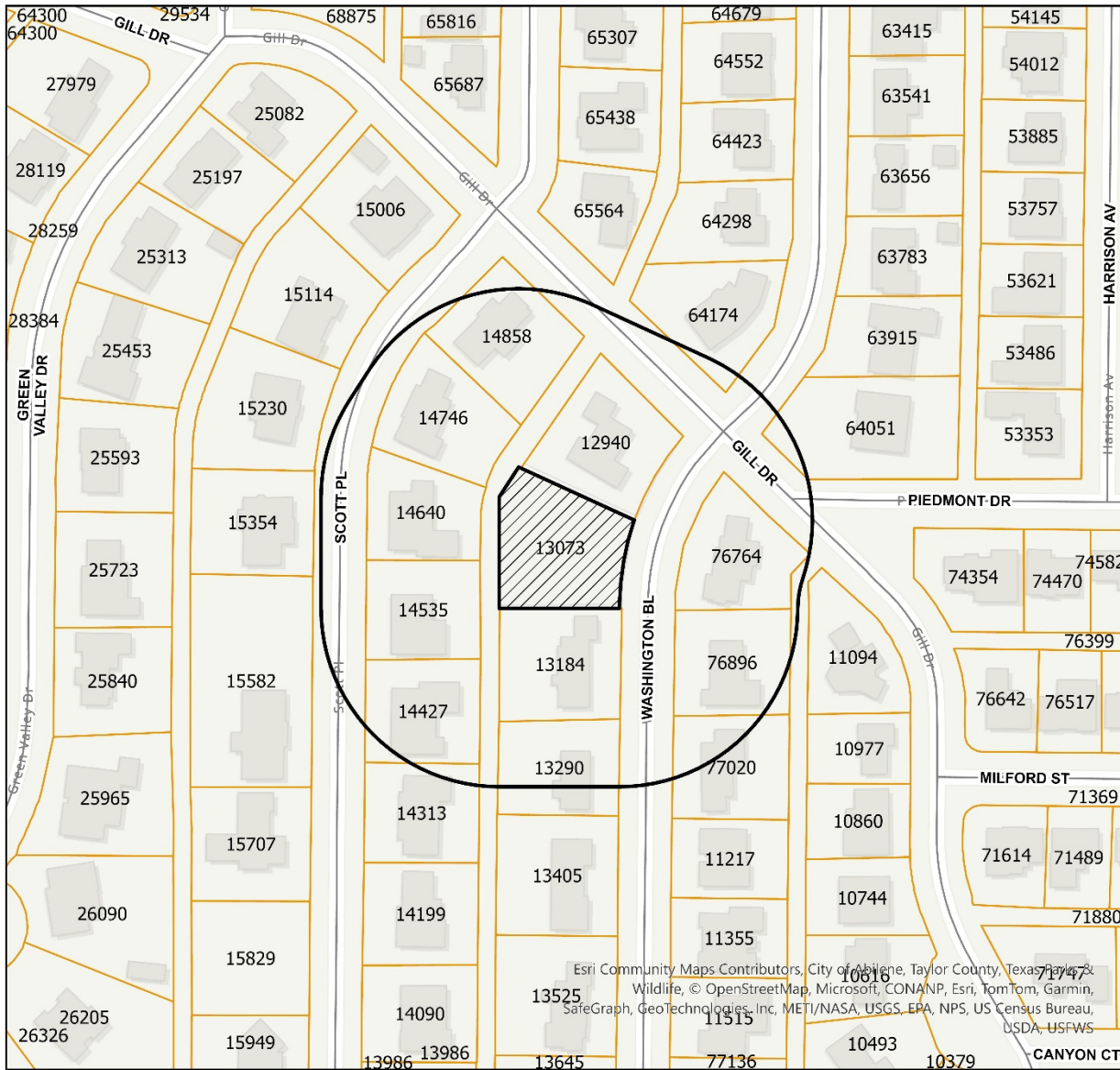
Legend:
O- Opposed
F- In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ANDERSEN CAROL	748 WASHINGTON BL	13073	
ANDERSON DUANE MATTHEW &	750 WASHINGTON BL	12940	O
BOS JONATHAN EDWARD &	701 WASHINGTON BL	77020	
BRIGGS KENNETH O &	802 WASHINGTON BL	64174	O
CHANEY CHAD J & MICHELLE L	709 SCOTT PL	14535	O
COPE SAMUEL AUSTIN	717 WASHINGTON BL	76896	
ETHEREDGE RAY & GAIL C	633 SCOTT PL	14313	O
FRAZIER IRVIN S	718 WASHINGTON BL	13184	
HERNDON BRYCE M	801 WASHINGTON BL	64051	
POWELL GREGORY & MARY CYNTHIA	717 SCOTT PL	14640	O
SBT SOLUTIONS LLC	733 WASHINGTON BL	76764	
SPIVEY JOHN & LYNN	701 SCOTT PL	14427	O
SUMMERS ROBERT C JR &	733 SCOTT PL	14746	O
TAYLOR LYNETTE	749 SCOTT PL	14858	O
WEATHERFORD SHELBY L ET AL	702 WASHINGTON BL	13290	

PROPERTY ID

OWNER	SITUS	PROP_ID	RESPONSE
ANDERSON DUANE MATTHEW &	750 WASHINGTON BL	12940	O
ANDERSEN CAROL	748 WASHINGTON BL	13073	
FRAZIER IRVIN S	718 WASHINGTON BL	13184	
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COPE SAMUEL AUSTIN	717 WASHINGTON BL	76896	
BOS JONATHAN EDWARD &	701 WASHINGTON BL	77020	

NOTIFICATION MAP



Legend

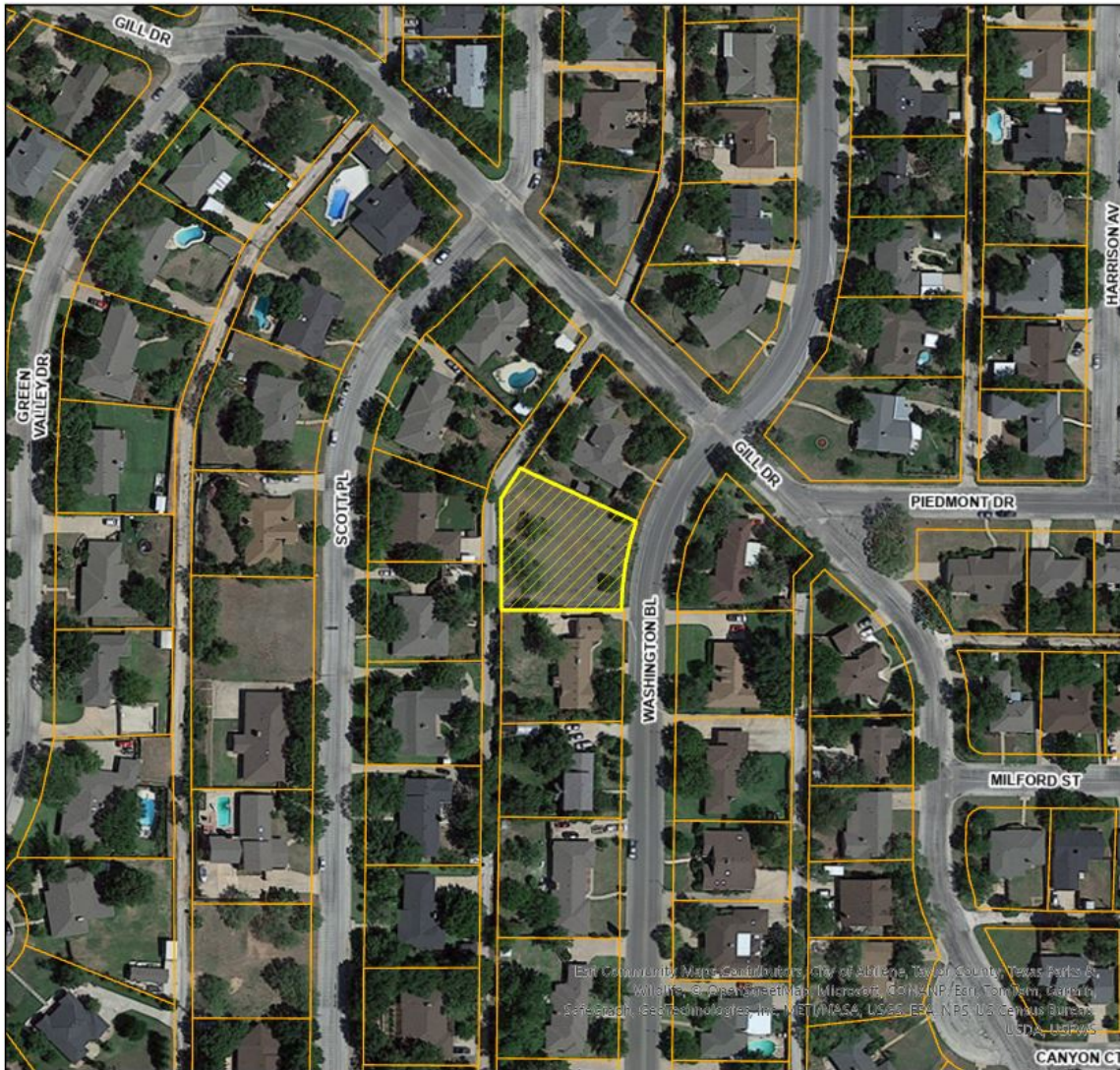
- Notification Area
- CUP-2024-05

0.03

Miles

Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap contributors, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

LOCATION MAP



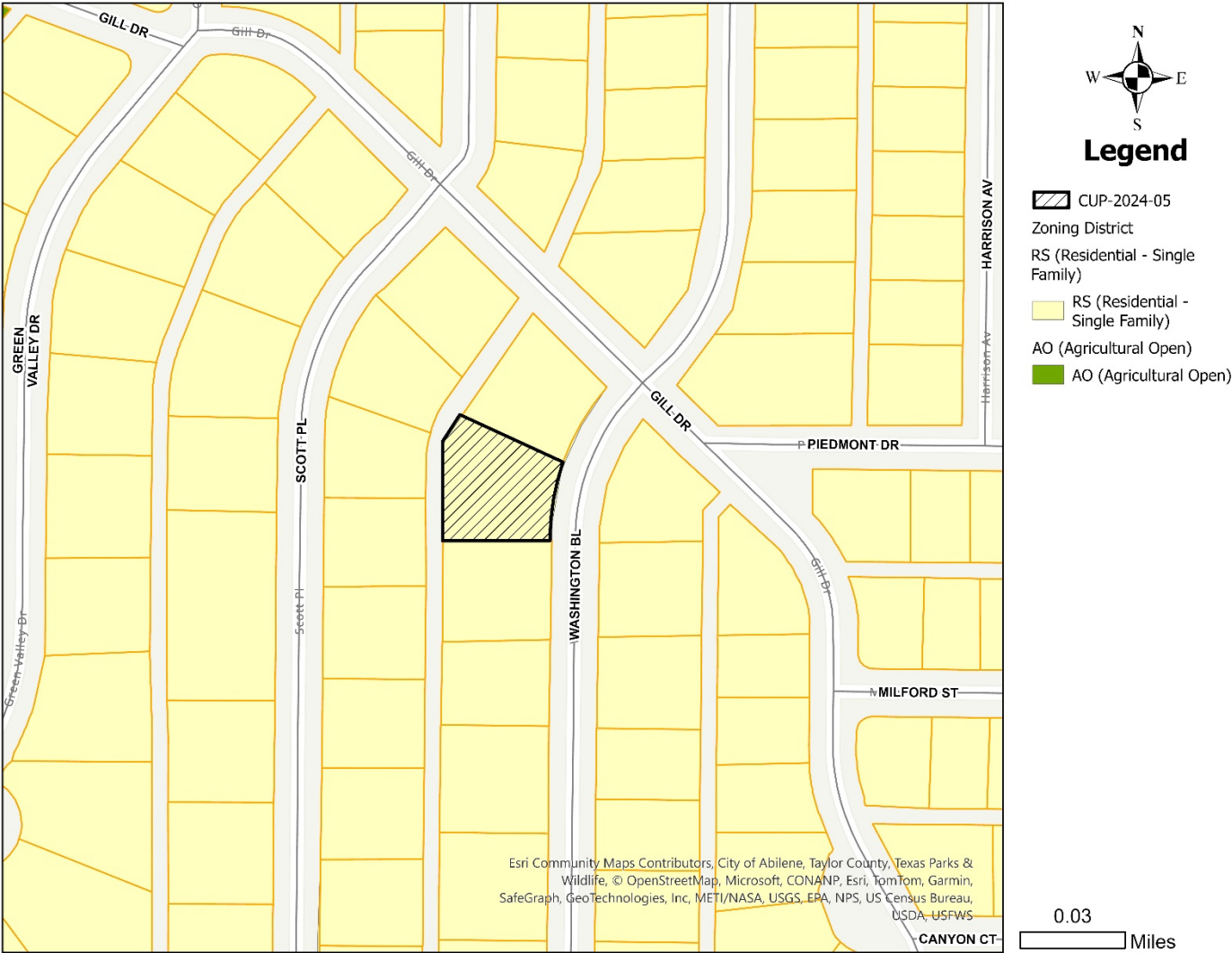
Legend

CUP-2024-05

0.03

Miles

ZONING MAP



Ellis Island Holdings

302 E Ambler Avenue
Abilene, TX 79601
(325) 386-9909
randy@ellislandholdings.com

July 10, 2024

Dear Ms. Atkinson,

Please accept this letter as our formal request to appeal the decision made by the Planning & Zoning Commission concerning CUP-2024-05 on July 2, 2024. Our team believes the decision to deny our request for a conditional use permit at 748 Washington Boulevard was based on inaccurate information concerning the protection of property values and the misplaced concern by those opposed. Furthermore, the Planning & Zoning Staff made a recommendation for approval to the Planning & Zoning Commission and deemed our proposed project to be consistent with the Comprehensive Plan; consistent with the surrounding uses and zoning, and consistent with the criteria for approval within the Land Development Code.

We are including additional documentation and research supporting our request for conditional use as well as a Google Slides presentation that we intend to exhibit before Council.

Please contact me if there is anything we can do to help with this process.

Sincerely,

Randy Charleville

PROJECT OVERVIEW

Project Type: Conditional Use Permit | **Project Title:** Washington Blvd Duplex & ADU

ID # 24-000104 | **Started** 05/20/2024 at 3:14 PM



Address

748 Washington Bl, Abilene, TX USA 79601

Legal

Radford Hills Sec 5 Cont 1 Blk Block 8 Lot 102 Rep
Radford Hills Sec 5 Cont 1, Block 8, Lot 102 Rep, Acres
.422

Description

Empty lot zoned RS8. We are proposing to construct a duplex and detached additional dwelling unit. Most of the house in this area around the ACU campus are know long term rentals and there are zones MD & MF close by on the next street over. We intend to build an attractive street facing duplex that will compliment the aesthetic of the surrounding neighborhood protecting our neighbors property values and simultaneously meeting the need for rental property in the area. We intend to use the ADU, which we are proposing to access from the alleyway as a owner's quarters. We are including build plans of both the duplex we propose to build and the ADU so everyone will be able to get a sense of the overall scope. Our main goal is to construct the duplex. If the inclusion of the ADU makes this project questionable for the neighborhood, we are fine with forgoing its construction and just building the duplex. However, we think the RS8 lot is very sizeable and will not oversaturate the lot. Duplex: 3bed-2bath (each side) ADU: 2bed-2bath Please let us know if there is any questions or concerns and we will be happy to help any way we can. Thanks!

PROPERTY DETAILS

Property ID	13073
GEO ID	54004
Enforcement Area	North E Hwy 80

PROPERTY ADDITIONAL INFORMATION

Account Number	57500029600
Property ID	54004
Land Use	Vacant
High School	Ahs
Middle School	Craig
Elementary School	Taylor
Super Neighborhood	North E Hwy 80
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Andersen Carol	-	2713 Mcpherson Ln Flower Mound, TX 75022-4307	-	Property Owner
Randall Charleville	rjc07a@gmail.com 3253869909	302 E Ambler Ave Abilene, TX 79601	Residential Builder, Roof Contractor	APPLICANT

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	05/20/2024 at 3:33 PM	Accept	-
Conditional Use Permit Application Review	05/30/2024 at 8:50 AM	Accepted	Mason Teegardin
Planning Payment	05/30/2024 at 8:51 AM	Paid	Mason Teegardin
Create Agenda for Planning and- Zoning Commission	-	-	-
Staff Prepares Report & Send - Property Notification Letters	-	-	-
Planning & Zoning Commission - Public Hearing	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

Ellis Island Holdings

Agent Name

Randy Charleville

No. of Lots

1

Block

8

Lot

102

Acreage

.422

Legal Description of property

Radford Hills Sec 5 Cont 1, Block 8, Lot 102 REP, Acres .422

Subdivision Name

Radford Hills

Current Zoning

RS8

Proposed Zoning

No change in zoning

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-003101	05/31/2024	Randall Charleville	\$ 1,500.00	\$ 0.00	\$ 1,500.00
Fees	Account No	Total	Paid	Due	
Conditional Use Permit	1004002-42001	\$ 1,500.00	\$ 0.00	\$ 1,500.00	
TOTALS			\$ 1,500.00	\$ 0.00	\$ 1,500.00

CREDENTIALS

No data for Credentials.

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
No data for Occupancy Type.			

REVIEWS	DATE & TIME	STATUS	HISTORY
Conditional Use Permit Application Review	05/30/2024 at 8:50 AM	Approved	Accepted

INSPECTIONS	DATE & TIME	STATUS	HISTORY
No data for Inspections.			

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
No data for Generated Documents.			

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
No data for Attached Documents.		

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Conditional Use Permit Application Review	Not Uploaded	-

GENERAL COMMENTS

No data for General Comments.



748 Washington Blvd

Randy Charleville - Charleville Builders - Ellis Island Holdings

Neighborhood Fit

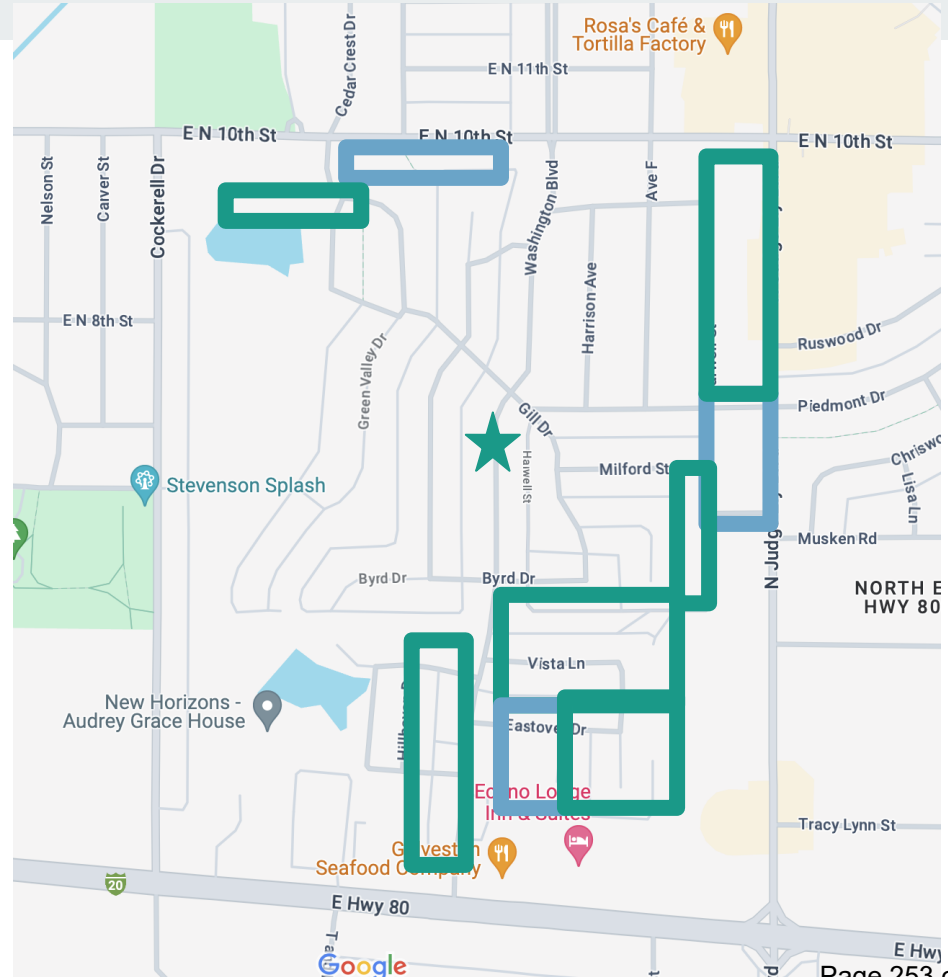
748 Washington is <¼ mile from the next duplex development

Significant presence of (MD) duplex and townhome housing in the immediate area (GREEN) as well as higher-density (MF) apartments (BLUE)

Several existing SFH sharing property lines with duplexes in the immediate area

Neighborhood is a great mix of well cared for older SFH & MD/MF both owner occupied and lease

Infill in this area is limited 2-3 lots available for new construction. Most lots have a steep grade





Apartments



Duplexes



Townhomes



Single Family (Owned & Rentals)



**Single family Home
Neighboring Duplex**

Lot Challenges Impacting Infill

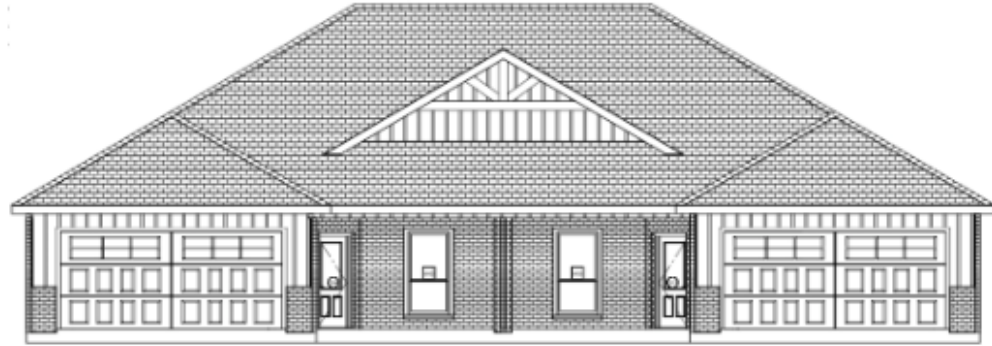
1. Additional grade work, added cost of concrete, & drainage challenges increase complexity for single family home construction
2. Neighbor encroachments on the lot present legal challenges & difficult conversations
3. These complexities are likely contributing factors to why the lot hasn't been developed with a single-family home
4. Our team is able to meet these challenges because of the nature of this proposed construction



Proposed Use

Goal is to blend in nicely including:

- Design is complementary to other homes in the neighborhood.
 - Brick facade
 - Cedar privacy fence & landscaping planned to obscure the secondary-dwelling unit visually
 - Owner use and alley access for the secondary-dwelling unit mitigates traffic impact
- A long-term rent strategy with partial owner occupation makes the development feasible.
- Locally owned, built, and managed– a long-term investment.
- Partial owner occupation of ADU assures overall property beautification and mitigates potential impact



Approach is to fill lot nicely without over saturating the space



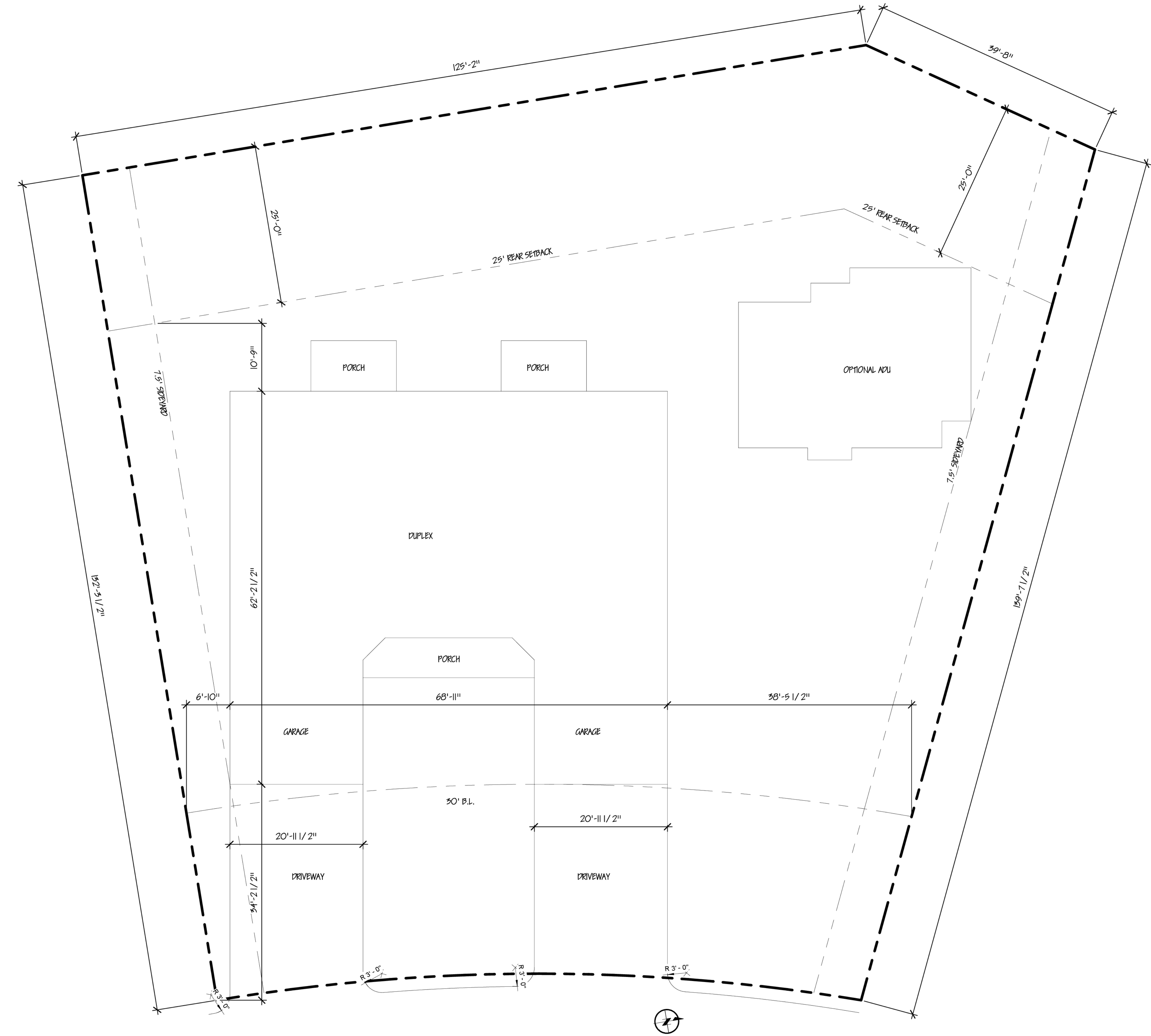
We are committed to complimenting the neighborhood and making use of our property in a way that is compatible with the area.



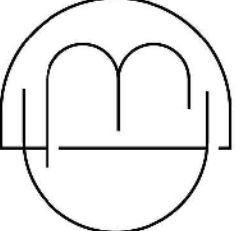
Examples of Current Properties



We're local, have a long-term interest, and are committed to the health of the neighborhood.



① Site Plan
1/8" = 1'-0"



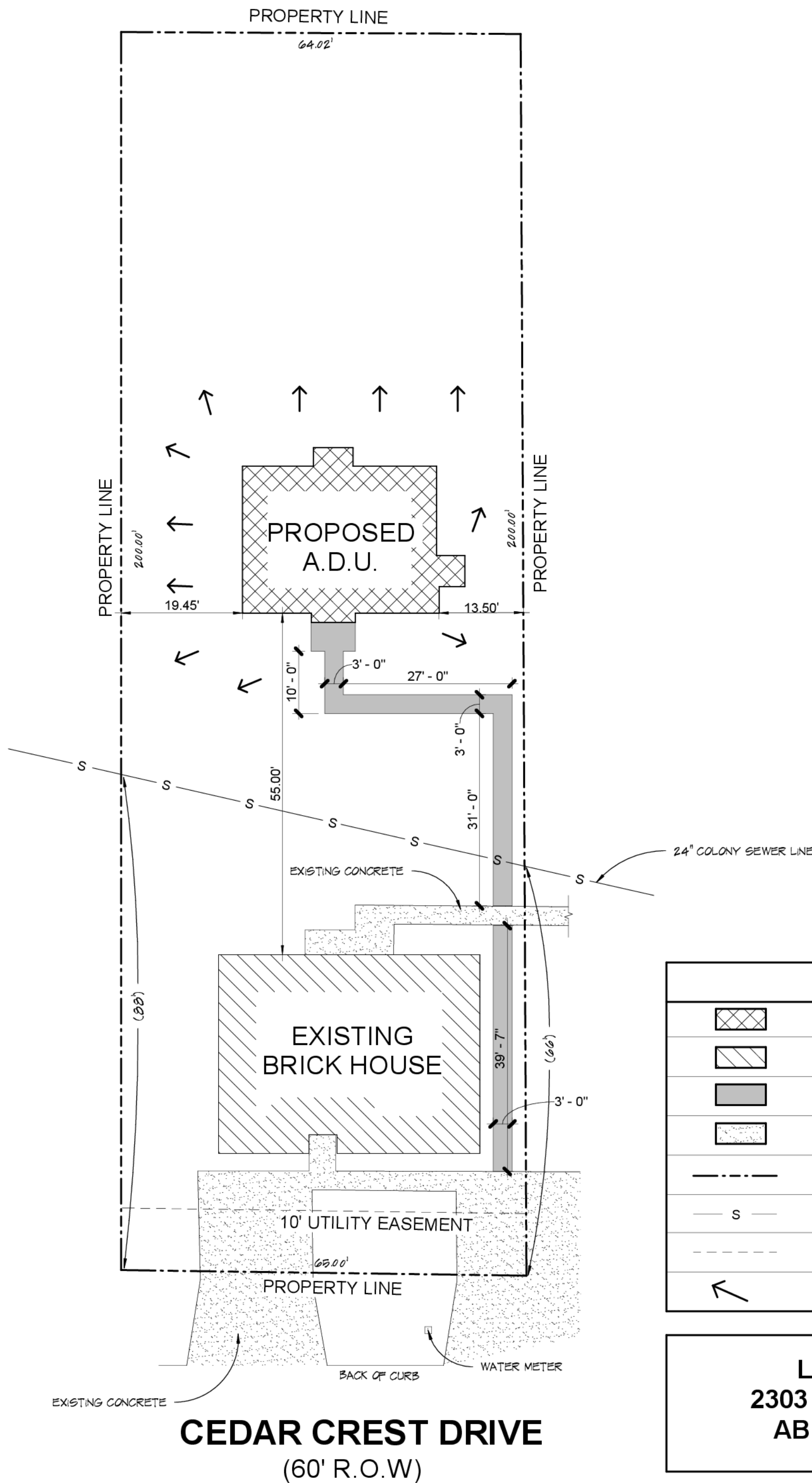
BIG COUNTRY
DRAFTING

PLAN DESIGN FOR:
RADFORD HILLS SEC 5 CONT 1
BLOCK 8
748 WASHINGTON BL.

Square Footages	
Conditioned	
Garage	
Covered Patios	
Total	
Date:	4/19/2024
	REVIEW
	REVISION 1
	REVISION 2
	BID
	CONSTRUCTION
Sheet	

2 SITE PLAN

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



0 4 8 16 32



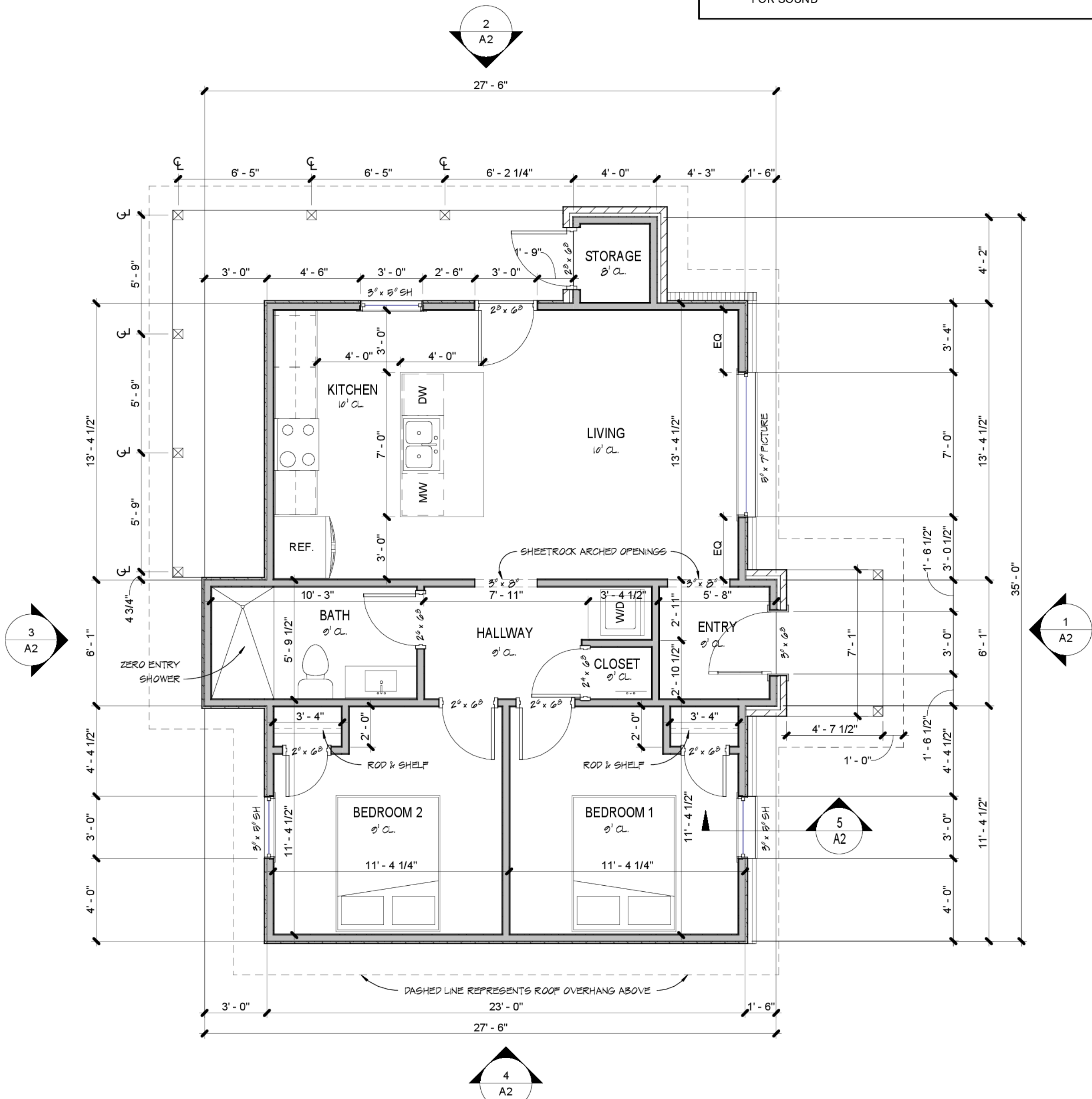
SITE PLAN LEGEND

	NEW BUILDING
	EXISTING BUILDING
	NEW CONCRETE
	EXISTING CONCRETE
	PROPERTY LINE
	EXISTING SEWER LINE
	UTILITY EASEMENT
	SLOPE OF GRADE TO DRAIN

LOT 125, BLOCK 34
2303 CEDAR CREST DRIVE
ABILENE, TEXAS 79601

PLAN NOTES

- ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
- BLOCKING SHALL BE REQUIRED IN ALL STUD WALLS TO RECEIVE SHELVING, CASE WORK, DOOR STOPS AND ALL OTHER SIMILAR ITEMS REQUIRING A SECURE ANCHOR
- ALL INTERIOR BATH AND BEDROOM WALLS TO BE INSULATED FOR SOUND



1 FLOOR PLAN

SCALE: 1/4" = 1'-0"

0 1 2 4 8



GENERAL NOTES

- THESE PLANS ARE INTENDED TO MEET ALL APPLICABLE CODES AND ORDINANCES. CONTRACTOR TO COMPLY WITH ALL LOCAL CODES AND ORDINANCES AND DEED RESTRICTIONS.
- DESIGN SHALL MEET THE 18" ABOVE GUTTER REQUIREMENTS PER CITY CODE.
- SITE SHALL DEMONSTRATE FINISH GRADES 12" BELOW FOUNDATION ON ALL FOUR CORNERS PER CITY CODE.
- ALL MATERIALS SHALL MEET ALL APPLICABLE STATE AND LOCAL CODES.
- PROVIDE CONTROL AND EXPANSION JOINTS AS REQUIRED ON CONCRETE WALKS, PATIOS, AND APPLICABLE EXTERIOR WALLS.

SF CALCULATION

CONDITIONED	675 SF
FRONT PORCH	33 SF
BACK PORCH	144 SF
EXTERIOR STORAGE	13 SF
TOTAL SQUARE FOOTAGE UNDER ROOF	
CONDITIONED	675 SF
UNCONDITIONED	190 SF
TOTAL	865 SF

INDEX OF SHEETS

- A1 - SITE PLAN AND FLOOR PLAN
A2 - ELEVATIONS, ROOF PLAN, AND WALL SECTION
A3 - FOUNDATION PLAN, ELECTRICAL PLAN, AND RCP

SHEET ISSUES

ISSUED FOR PERMIT / CONSTRUCTION

06/01/2022

CEDAR CREST ADU

SITE PLAN AND FLOOR PLAN

DRAWINGS PROVIDED BY:

JADEN DEMENT
4039 PRIVATE ROAD 1102
BAIRD, TX 76804

DATE:

06/01/22

SCALE:

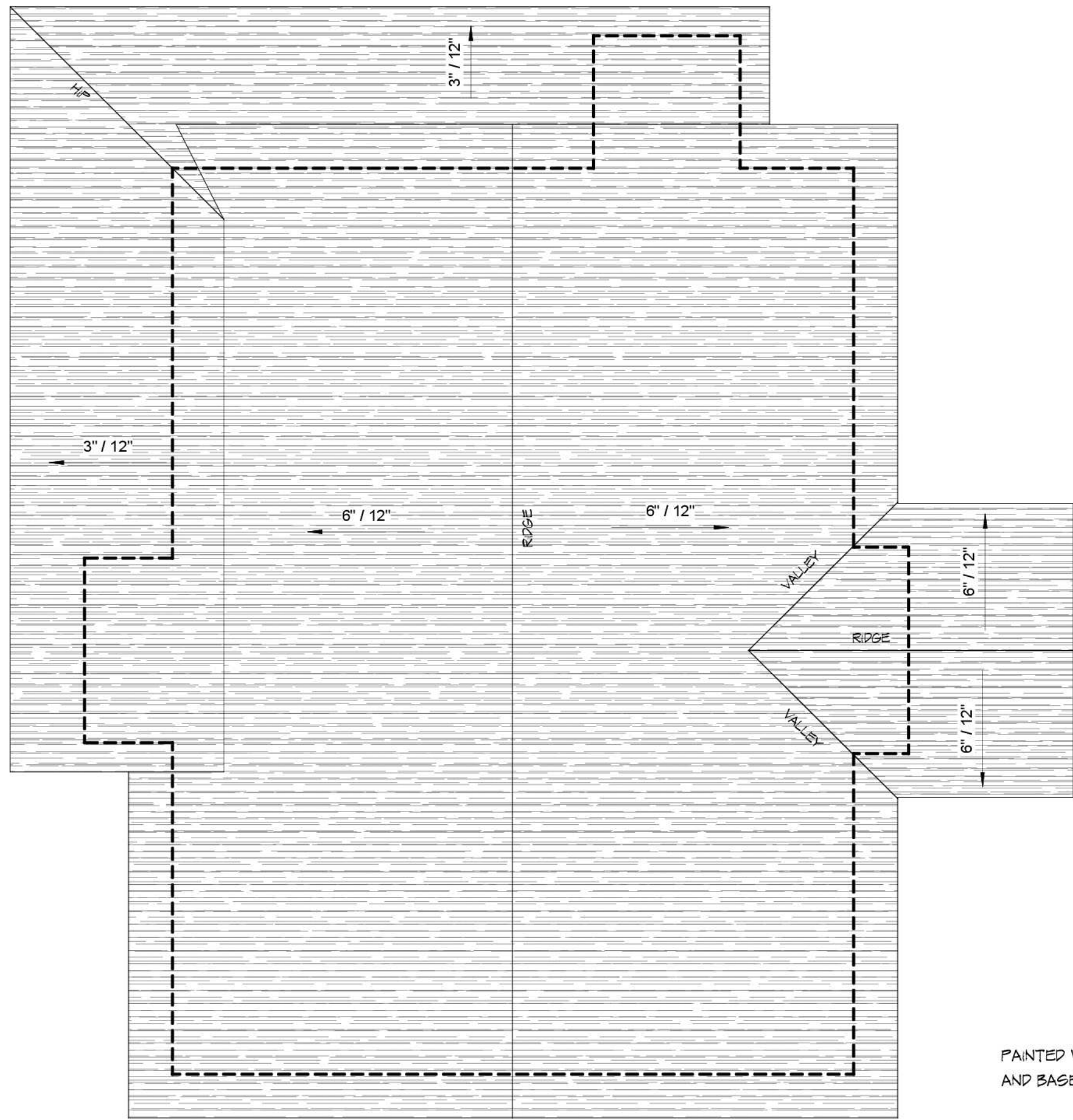
As indicated

SHEET:

A1

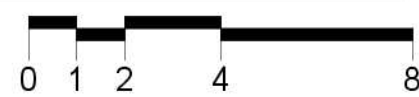


7 PERSPECTIVE VIEW

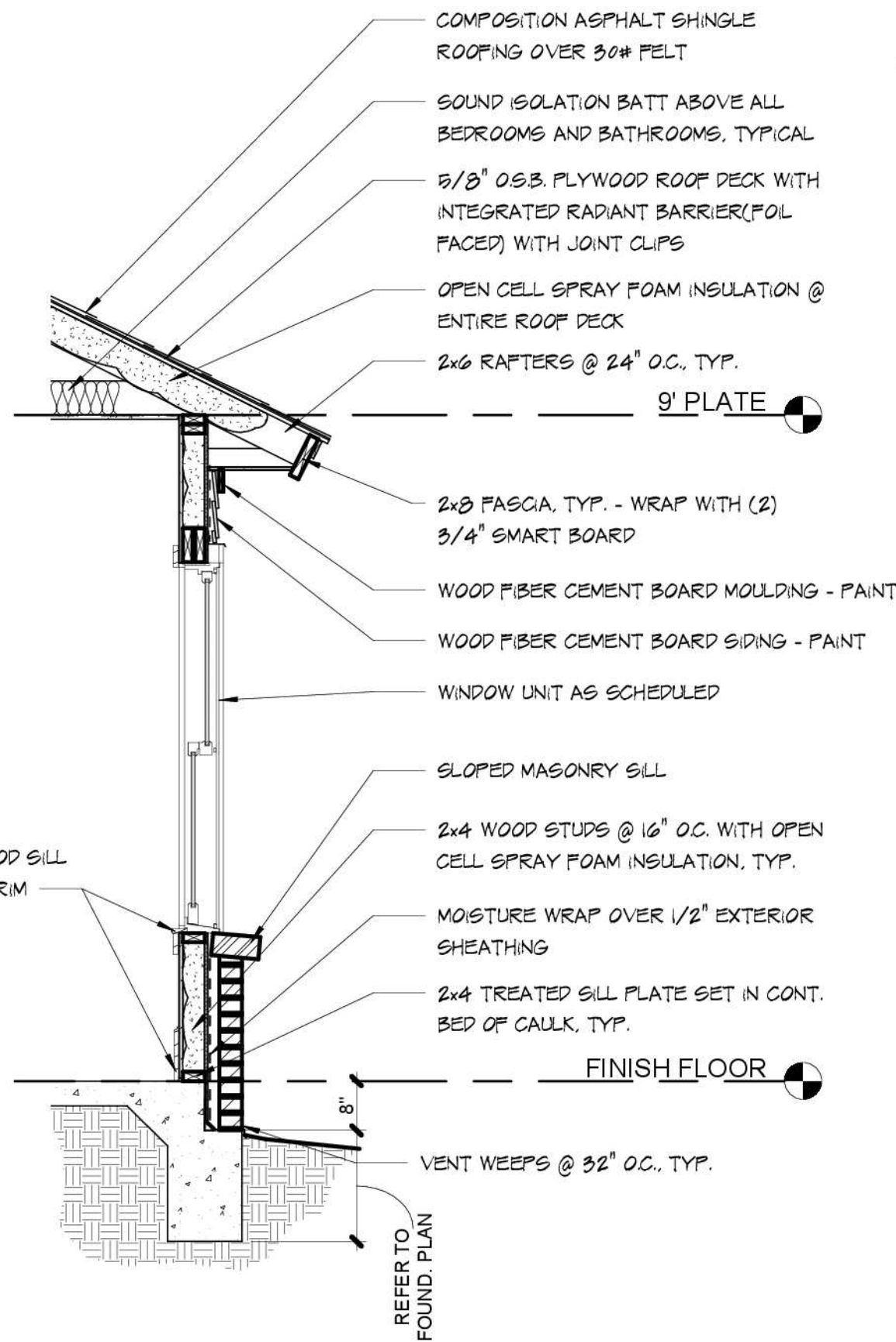


6 ROOF PLAN

SCALE: 1/4" = 1'-0"

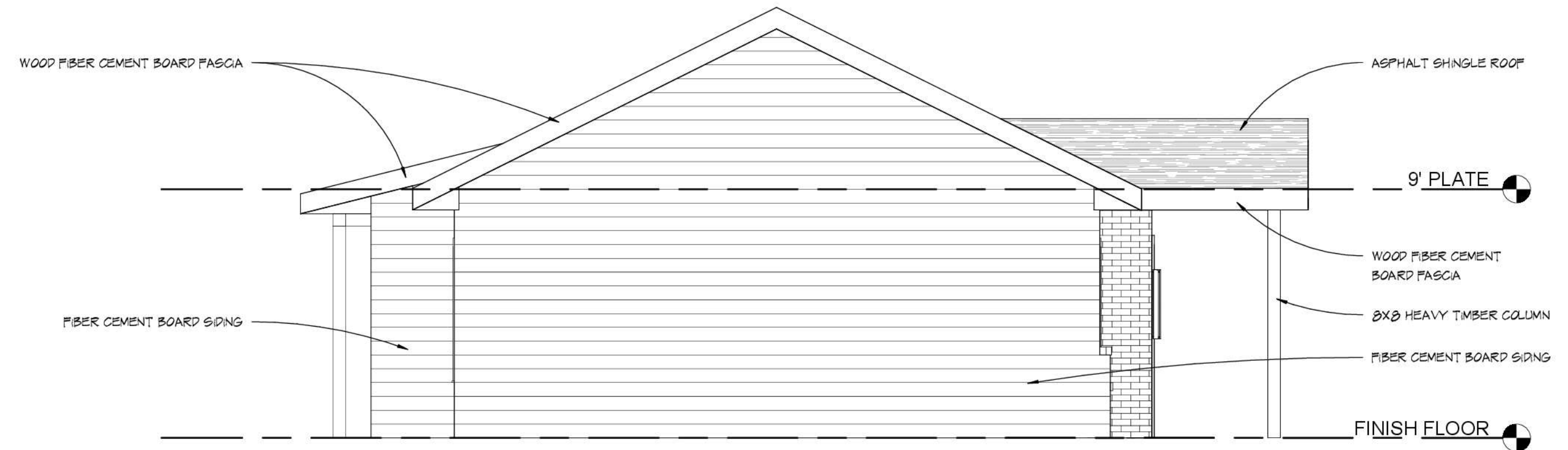


MASONRY CALCULATION
TOTAL MASONRY SURFACE AREA: 290 SF



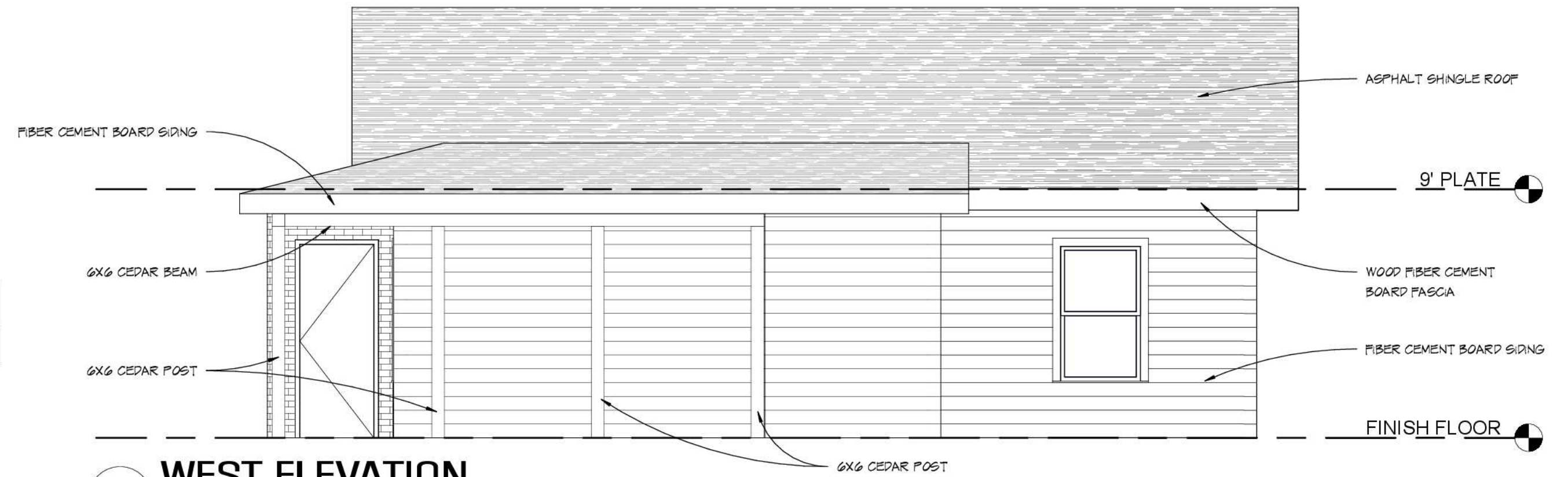
5 TYPICAL WALL SECTION

SCALE: 1/2" = 1'-0"



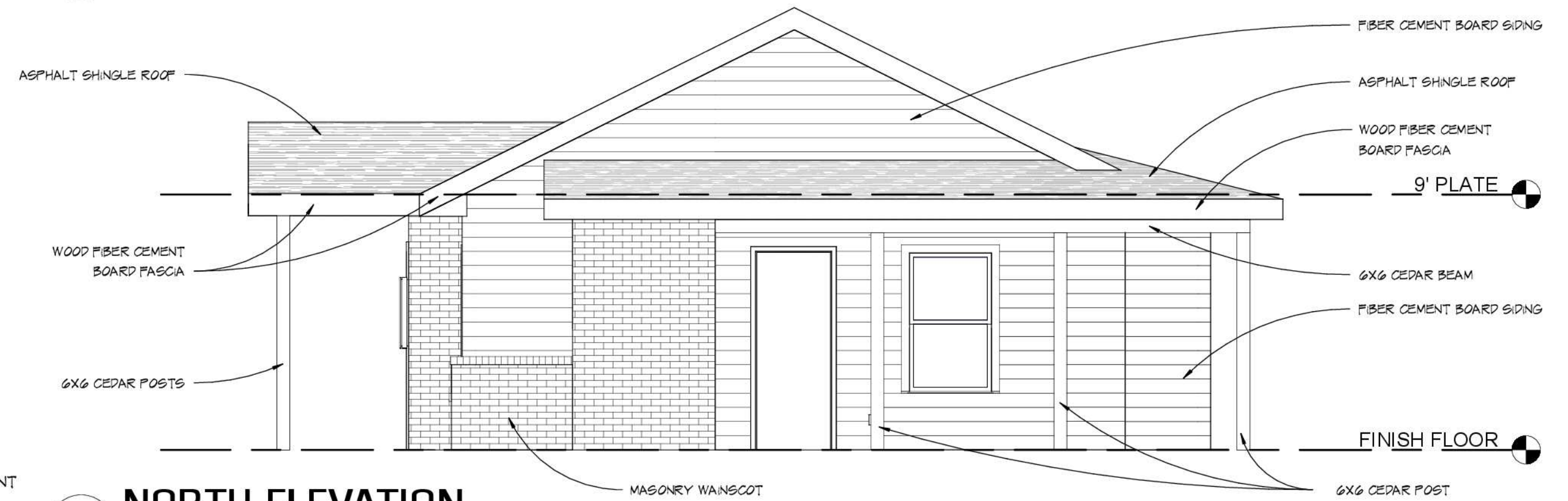
4 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



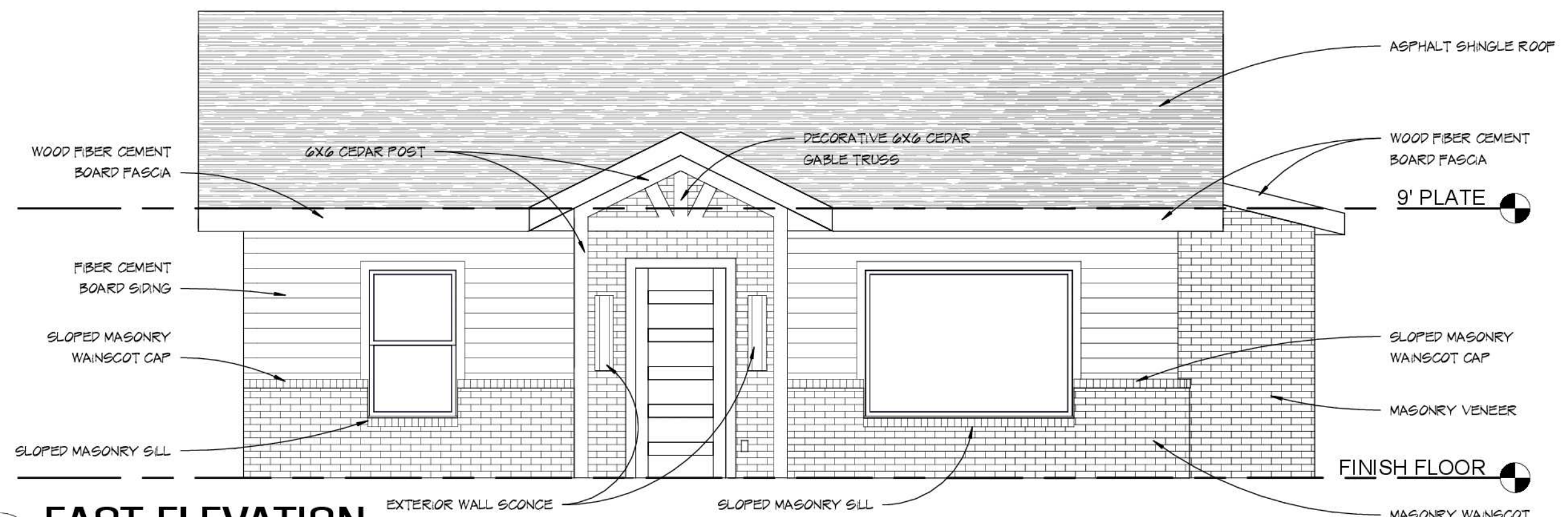
3 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION

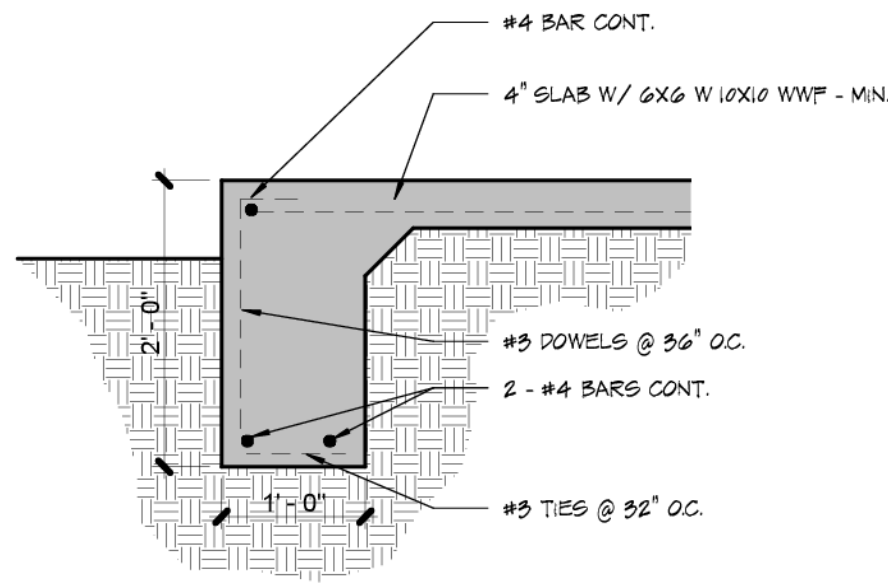
SCALE: 1/4" = 1'-0"



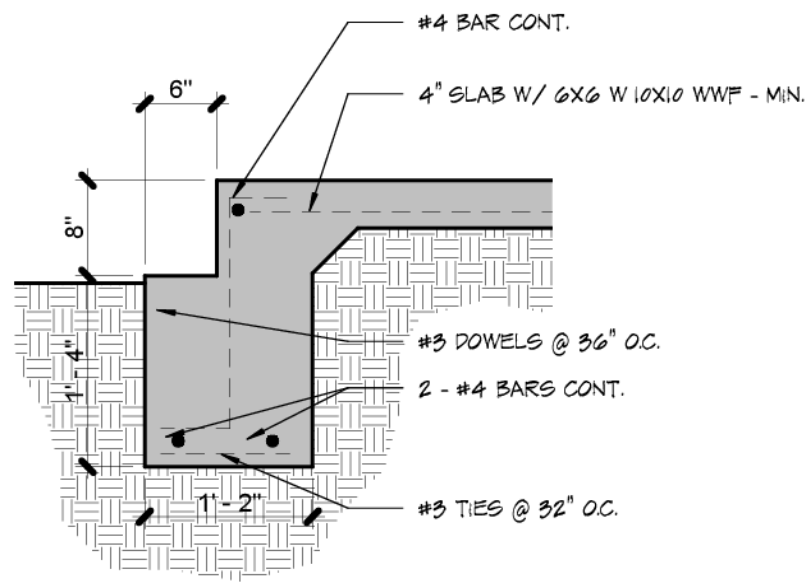
1 EAST ELEVATION

SCALE: 1/4" = 1'-0"

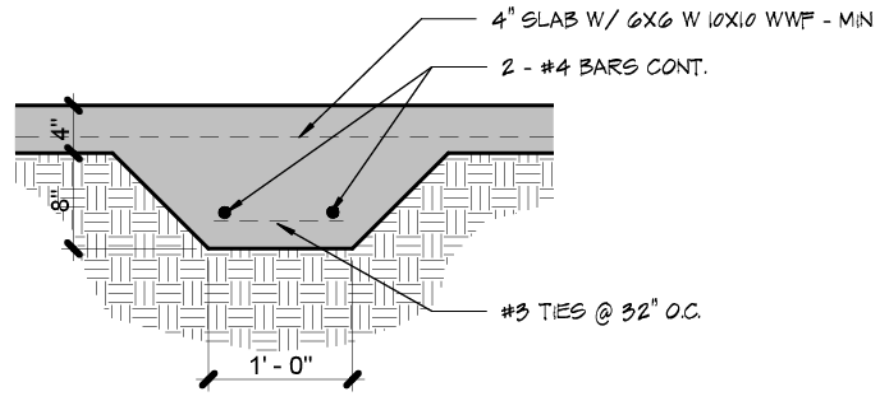




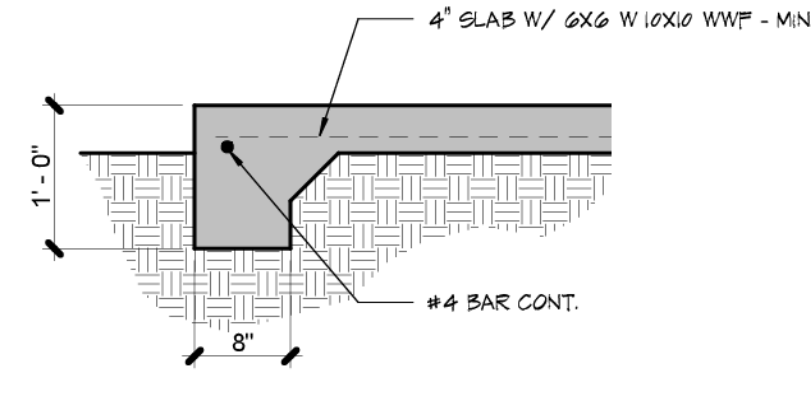
3 TYPICAL EXTERIOR BEAM
SCALE: 3/4" = 1'-0"



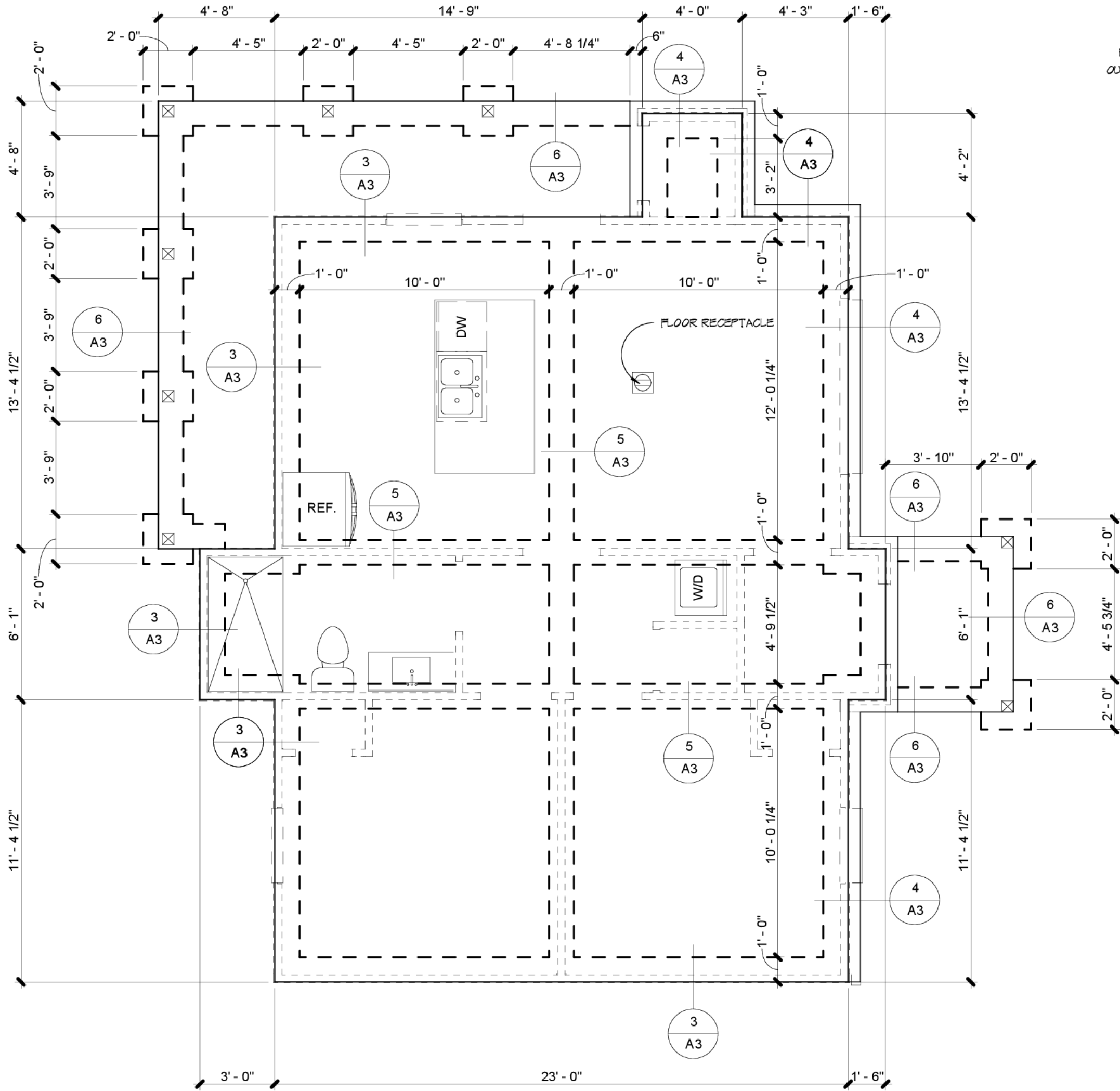
4 TYPICAL EXTERIOR BEAM
SCALE: 3/4" = 1'-0"



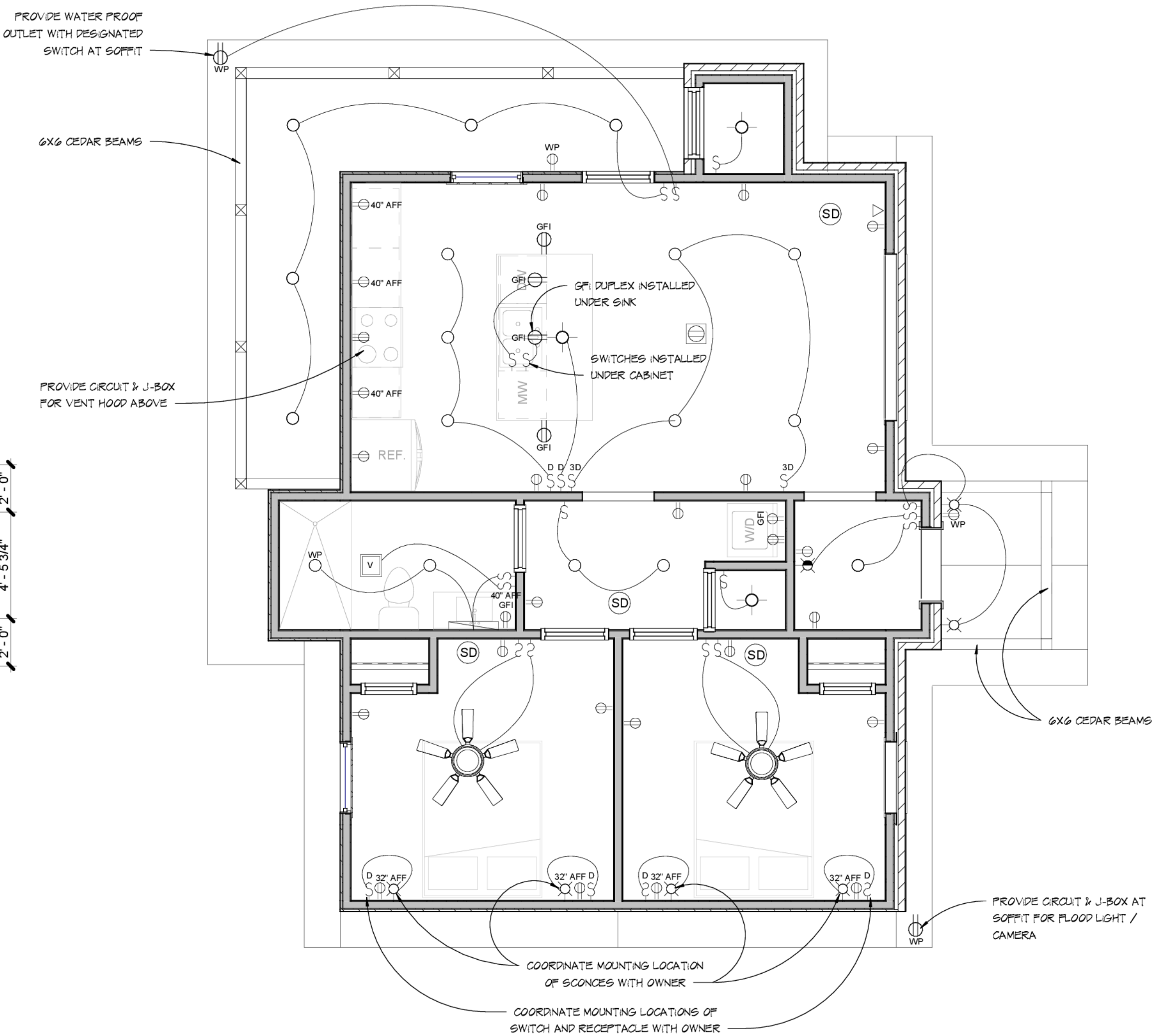
5 TYP. THICKENED SLAB
SCALE: 3/4" = 1'-0"



6 TYPICAL PORCH BEAM
SCALE: 3/4" = 1'-0"



2 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



1 RCP / ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



ELECTRICAL SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
	CEILING FAN & LIGHT KIT
	110V DUPLEX OUTLET
	110V GFI DUPLEX OUTLET
	110V WATERPROOF OUTLET
	220V OUTLET
	CABLE OUTLET
	SWITCH
	SWITCH, DIMMABLE
	SWITCH, THREE WAY
	SWITCH, THREE WAY DIMMABLE
	110V DUPLEX FLOOR OUTLET
	VENT, LIGHT, AND/OR HEAT FIXTURE
	RECESSED DOWN LIGHT
	RECESSED DOWN LIGHT - WATER PROOF
	FLUSH MOUNTED LIGHT FIXTURE
	VANITY SCONCE FIXTURE MOUNTED ABOVE MIRROR
	WALL MOUNTED SCONCE FIXTURE
	WALL MOUNTED ART DISPLAY SCONCE FIXTURE
	SMOKE DETECTOR

SHEET ISSUES

ISSUED FOR PERMIT / CONSTRUCTION

06/01/2022

CEDAR CREST ADU

FOUNDATION PLAN, ELECTRICAL PLAN, AND RCP

DRAWINGS PROVIDED BY:

JADEN DEMENT
4039 PRIVATE ROAD 1182
BAIRD, TX 76004

DATE:

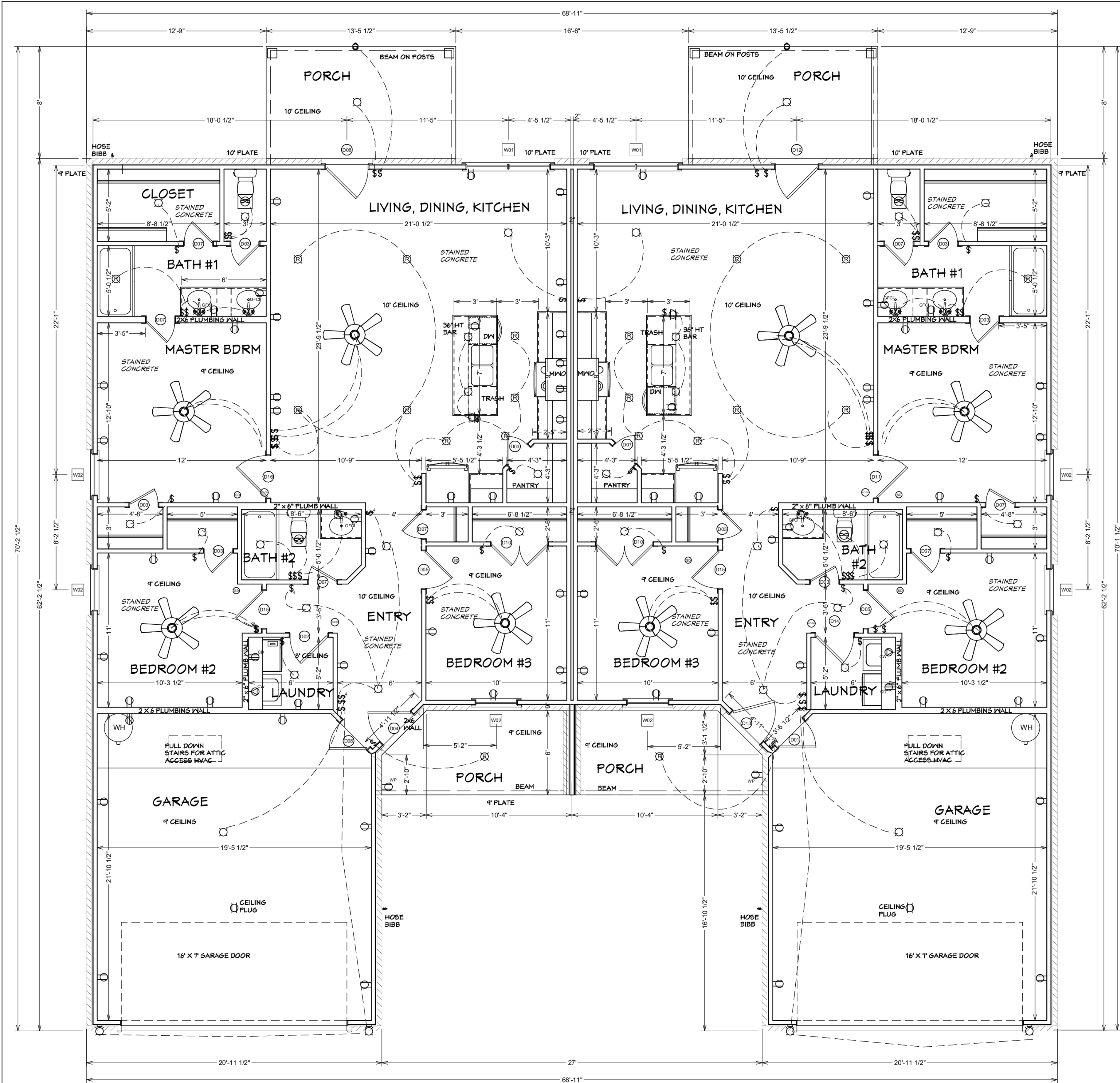
06/01/22

SCALE:

As Indicated

SHEET:

A3



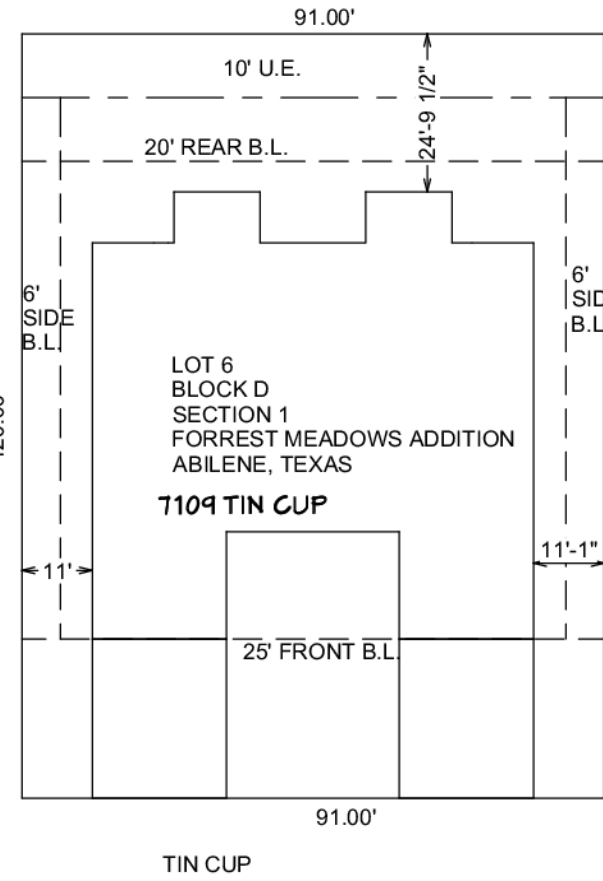
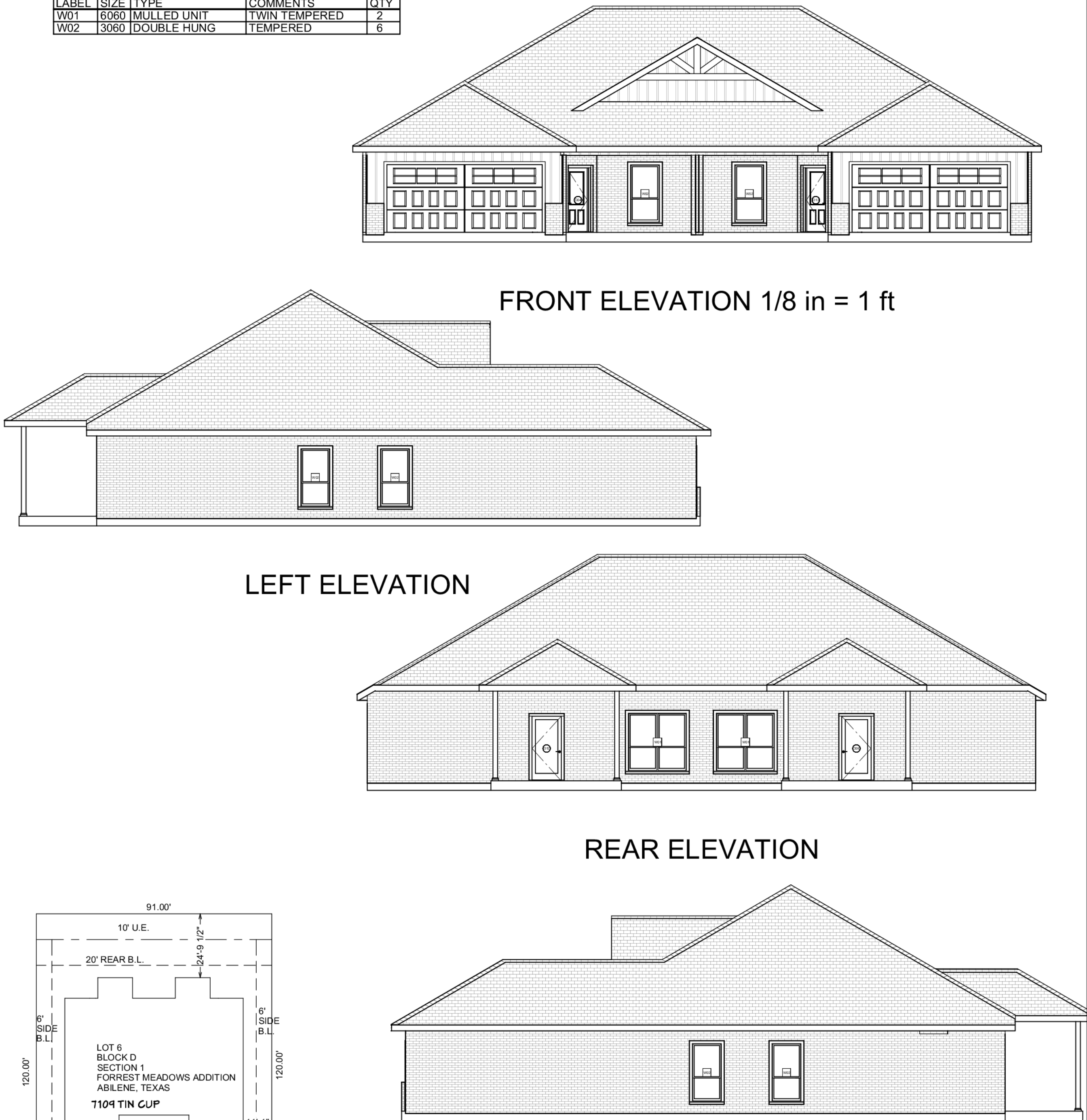
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2868 R EX	HINGED	1 3/4"	FIRE-RATED	1
D02	2868 L IN	HINGED	1 3/4"		1
D03	2068 L IN	HINGED	1 3/8"		8
D04	3068 R EX	HINGED	1 3/8"	FRONT ENTRY	1
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	GLASS	1
D07	2068 R IN	HINGED	1 3/8"		8
D08	2868 L EX	HINGED	1 3/4"	FIRE-RATED	1
D10	4068 L/R IN	DOUBLE HINGED	1 3/8"		2
D11	3068 R IN	HINGED	1 3/8"		1
D12	3068 L EX	HINGED	1 3/4"	GLASS	1
D13	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1
D14	2868 R IN	HINGED	1 3/4"		1
D15	2868 R IN	HINGED	1 3/8"		2
D16	3068 L IN	HINGED	1 3/8"		1

WINDOW SCHEDULE				
LABEL	SIZE	TYPE	COMMENTS	QTY
W01	6060	MULLED UNIT	TWIN TEMPERED	2
W02	3060	DOUBLE HUNG	TEMPERED	6

NOTES:

1. ALL 9' PLATES EXCEPT WHERE OTHERWISE NOTED.
2. STEEL LINTELS OVER APPLICABLE OPENINGS TO SUPPORT/BRICK ROCK.
3. HVAC IN ATTIC.
4. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
5. STUD WALLS DIMENSIONED AT 3-1/2".

EACH SIDE: 1369
TOTAL SQUARE FOOTAGE: 2738
PORCHES: 368
GARAGES: 942
TOTAL SLAB SQ FT: 4048



PLOT PLAN 1 in = 30 ft

7109 TIN CUP

LANTRIP'S CUSTOM HOMES

Date: JAN 2022

Scale: 1/4" = 1'

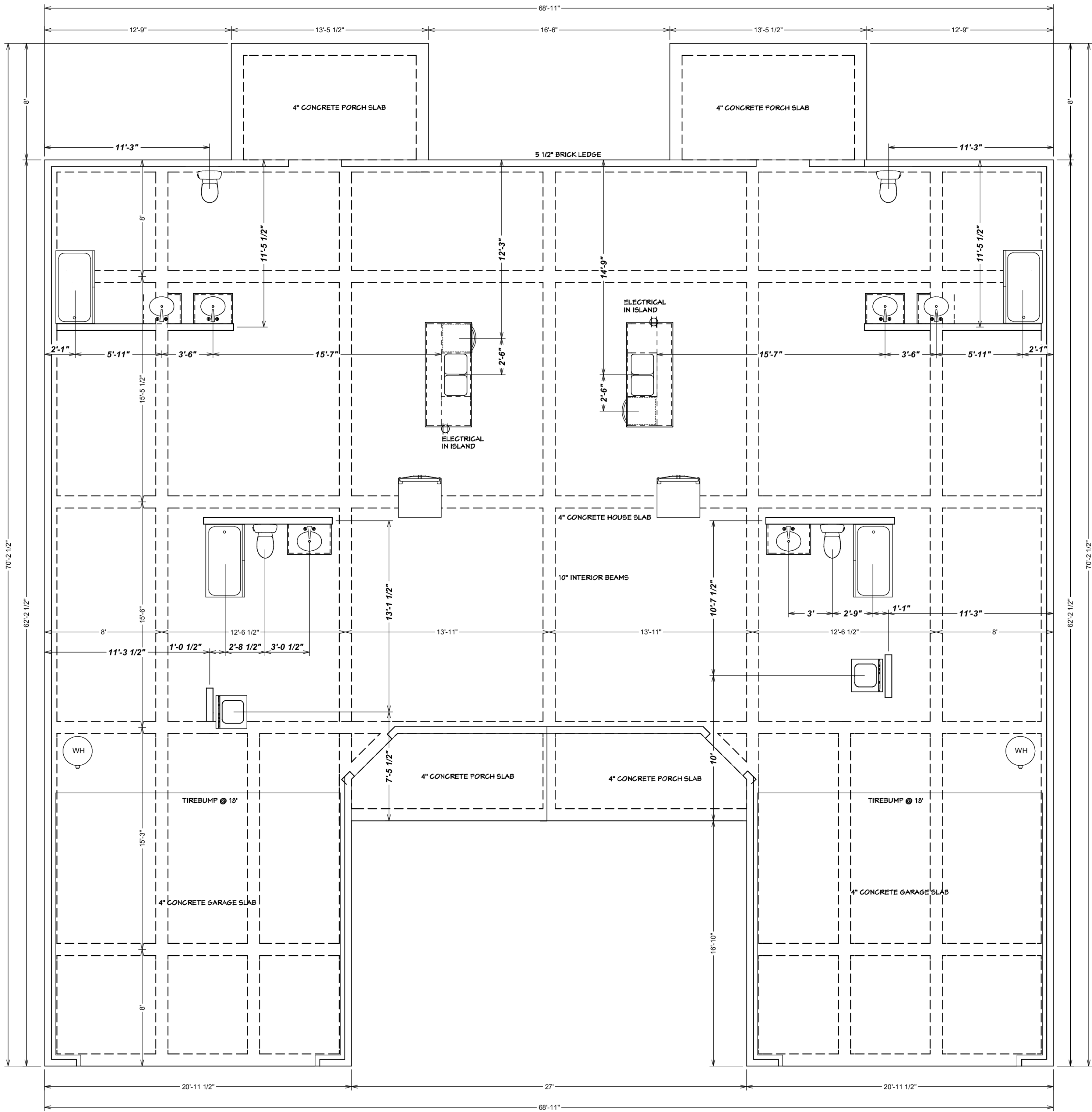
2738 Sq. Ft.

gpr

FLOOR PLAN AND ELEVATIONS

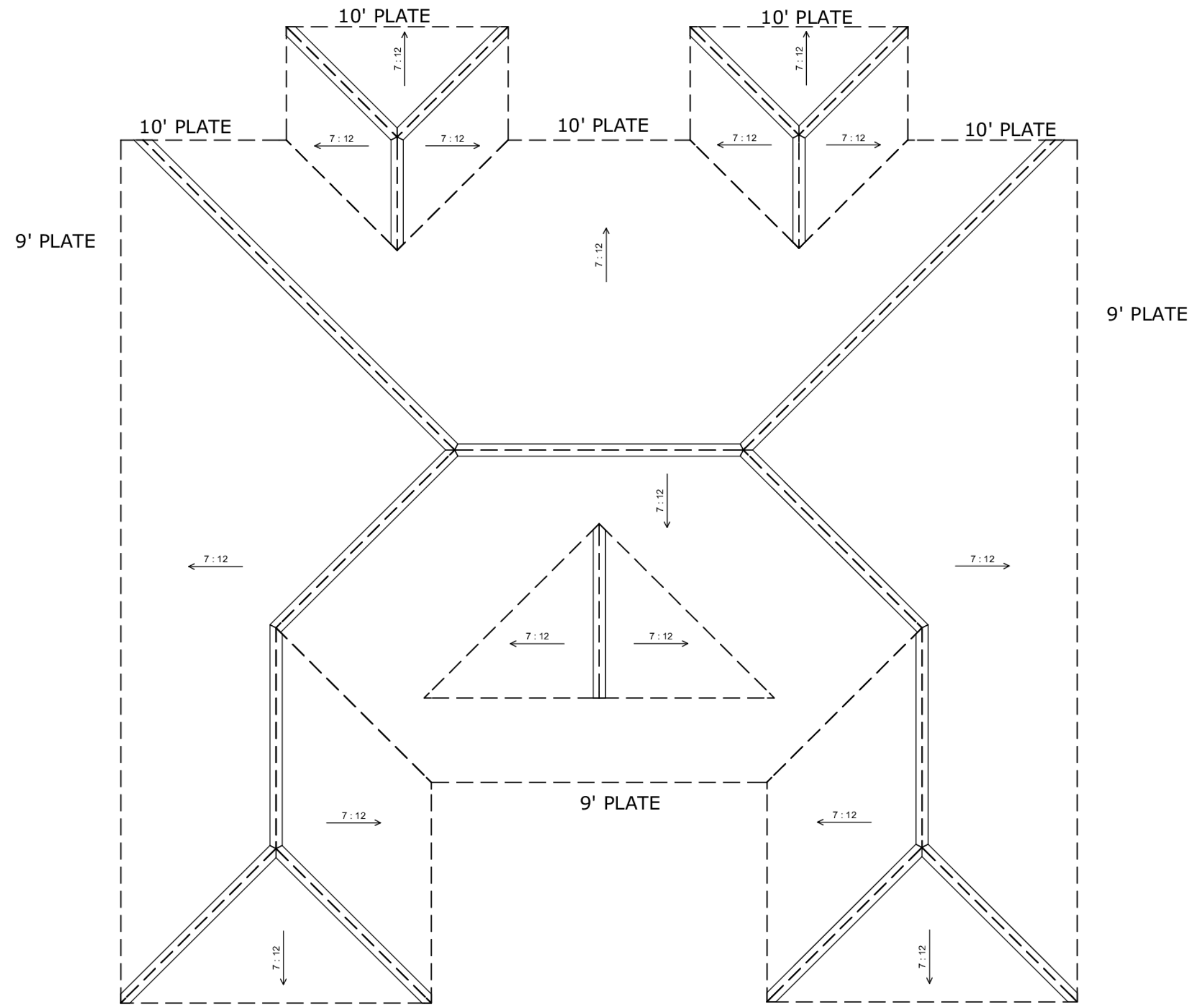
Page #: 1 OF 2

Drawing #: LANTRIP-22-2738

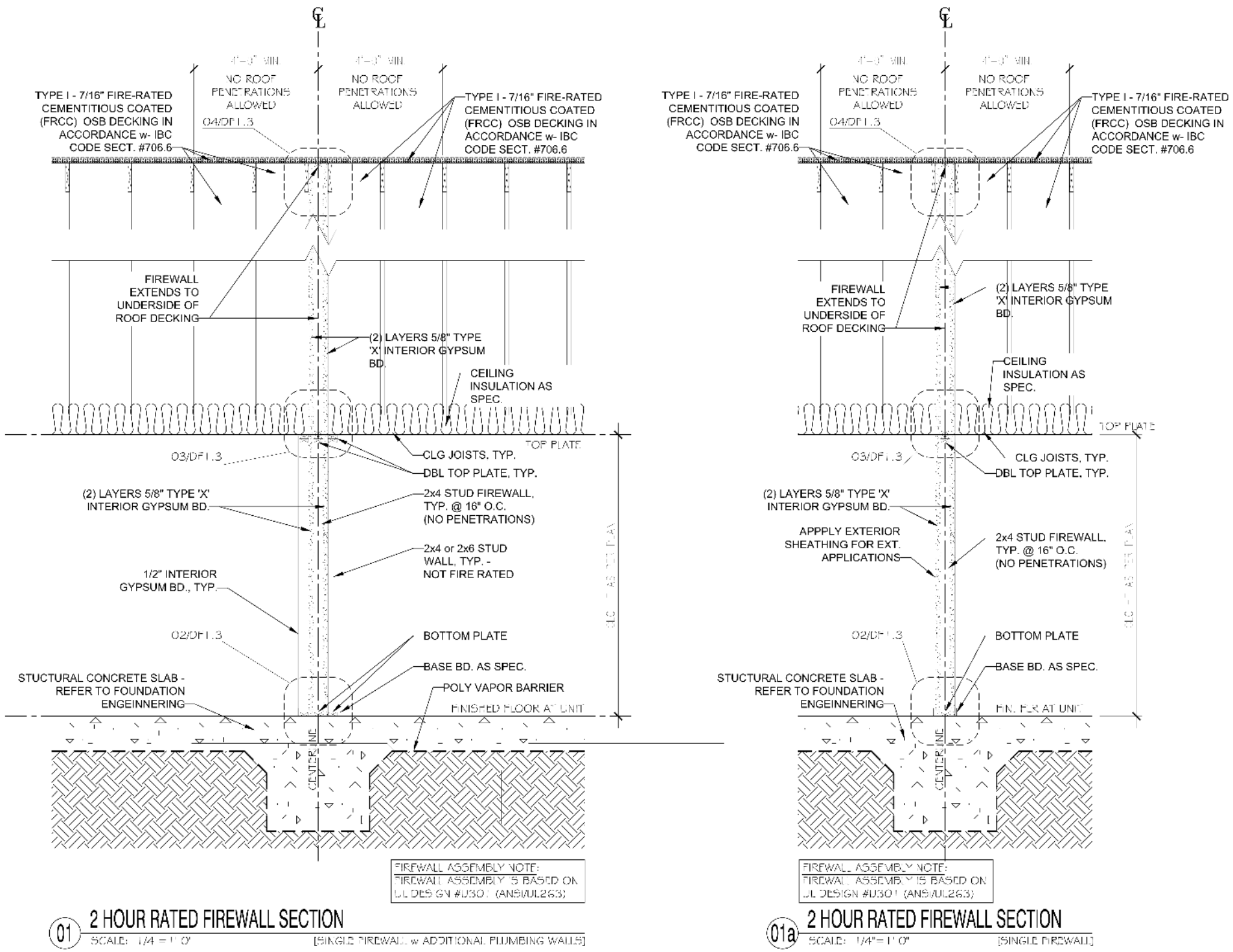


CONCRETE AREA
4048 SQ FT

Foundation



ROOF PLAN 1/8 in = 1 ft



NOTE:
MEETS REQUIREMENTS OF SECTION R302.1 OF IRC 2018

7109 TIN CUP

LANTRIP'S CUSTOM HOMES			
Date: JAN 2022	Scale: 1/4" = 1'	2738 Sq. Ft.	gpr
FOUNDATION & ROOF PLANS			
Page #: 2 OF 2	Drawing #: LANTRIP-22-2738		

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

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:	13073	Your Name:	CHANEY CHAD J & MICHELLE L	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	709 SCOTT PL	
		Your Parcel ID:	14535	I am opposed to the request ☒

JUN 24 AM 11:15

Signature:

Michelle Chaney

Additional Comments:

This property is surrounded by single family homes. We specifically bought in this neighborhood to NOT be around multi family properties. The negatives are big for our property. This will not help our neighborhood retain its appeal. Please do not approve this.

X - ~~even enough properties~~ I'm sure there are other properties in town that would Not need a conditional use permit. Those properties would be a much better choice for this build.

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

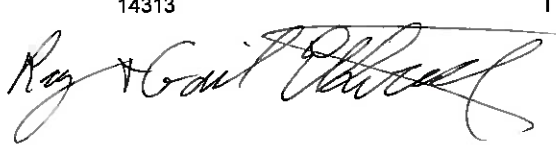
You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your 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 21 AM 9:56

Requestor's Parcel ID:	13073	Your Name:	ETHEREDGE RAY & GAIL C	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	633 SCOTT PL	
		Your Parcel ID:	14313	I am opposed to the request ☒
		Signature:		

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

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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: 13073

Your Name: CHANEY CHAD J & MICHELLE L

I am in favor of the request ☐

Requestor's Address: 748
Washington
Blvd

Your Property Address: 709 SCOTT PL

JUN 24 AM 11:15

Your Parcel ID: 14535

I am opposed to the request ☒

Signature: *Michelle Chaney*

Additional Comments:

This property is surrounded by single family homes. We specifically bought in this neighborhood to NOT be around multi family properties. The negatives are big for our property. This will not help our neighborhood retain its appeal. Please do not approve this.

X - ~~even enough properties~~ I'm sure there are other properties in town that would Not need a conditional use permit. Those properties would be a much better choice for this build.

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

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.

JUN 28 PM12:34

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	13073	Your Name:	POWELL GREGORY & MARY CYNTHIA	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	717 SCOTT PL	
		Your Parcel ID:	14640	I am opposed to the request ☒

Signature: *Hugory Powell Mary Cynthia Powell*

[Planning] Objection to Zoning Request - 748 Washington Blvd. CUP-2024-05 [- Project 24-000104]

Ben Grant <grantbortem@gmail.com>

Thu, Jun 27, 2024 at 2:28 PM

To: planning@abilenetx.gov

Dear Planning & Zoning Commission,

I am writing to voice my objection to the pending zoning request for the empty lot at 748 Washington Blvd. I live at 726 Byrd Drive, and have lived here for over 10 years. The subject neighborhood: bounded on the north by EN 10th, on the east by Judge Ely Blvd., on the south by AEP's transmission right of way, and to the west by Cockrell Drive (image from the Abilene GIS P&Z Map below) is an older neighborhood with older well-kept homes, mature landscaping, large lots, and quiet living. The residents value the area for these reasons, as well as the central location and proximity of the neighborhood to downtown, Hendrick Medical Center, the northside commercial development (and ACU), and many of the other wonderful attributes of Abilene. The residential area north of this neighborhood (north of EN 10th) has many college rental properties. However, to-date, this neighborhood has remained overwhelmingly single-family owner-occupied homes, allowing those of us in the neighborhood to protect what we value about this area.

I urge the Planning & Zoning Commission to deny the proposed zoning request because a multifamily structure is (a) *not the highest and best use* of that tract, (b) *would be inconsistent with the surrounding neighborhood*, and (c) *could negatively impact property values* in the surrounding area.

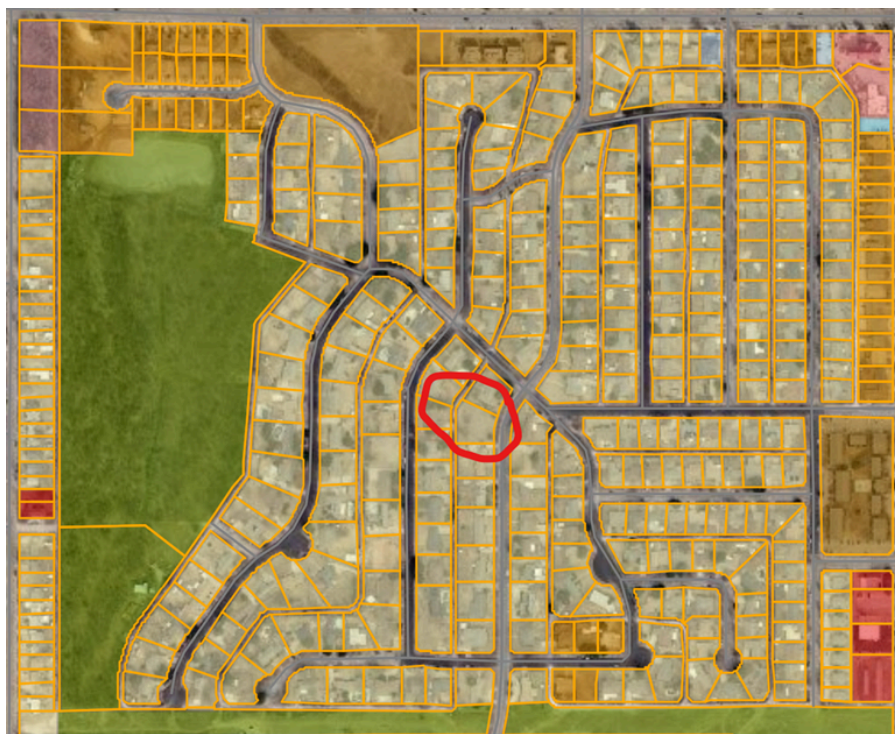
Highest and Best Use: The highest and best use of 748 Washington Blvd. is for the construction of a single-family residence and not for the construction of a multifamily structure. I have owned my home at 726 Byrd Drive since 2013 but have known the property since approximately 2004 (as this home was previously owned by my mother and father-in-law who sold it to us). In that time, many homes that had been owned for many, many years by the same owner have been sold and most have sold to families who have invested in improving their properties in order to increase property values. One example that springs to mind is my neighbor, at 718 Byrd Drive, who purchased a large unique older home and has poured substantial resources into creating an amazing and inviting updated home. Further, several homes that were once rental properties, have since been sold to families who have put down roots. Lastly, and most applicable to this situation, some of the remaining unimproved lots (there are a handful) that have sat vacant since the subdivision was developed in the 60s have sold and new homes have been built. For example, 624 Scott Place recently sold and a family built a beautiful 2,200 square foot single-family home on the lot. Again, the highest and best use of 748 Washington Blvd. is for the construction of a single-family residence.

Inconsistent with the Surround Neighborhood: Approving the zoning application to allow the owner to construct a multifamily structure would be highly inconsistent with the surrounding neighborhood. As you can see in the image from the Abilene GIS P&Z map, the neighborhood is overwhelmingly zoned Residential Single-Family (whether RS-12, RS-8, or RS-6). The subject tract (circled in red below) is directly in the middle of a large number of exclusively Residential Single-Family tracts. The closest multifamily zoned tract in any direction is a minimum of ¼ of a mile away, if not more. Allowing this requested zoning change would be highly out of character with the surrounding neighborhood.

Negative Impact to Property Values: An additional concern to approving this zoning application change is that this could lead to further multi-family development within this neighborhood and that, over time, this could negatively impact property values in the neighborhood. As I mentioned before, most owners in this neighborhood work to improve and maintain their property. Values in this neighborhood have increased over the last decade. It is important to protect and encourage that continued investment on the part of current owners in order that values continue to increase.

Thank you for your attention to my concerns.

Thanks,
Ben Grant
726 Byrd Drive
Abilene, TX 79601
(325) 439-9231



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[Planning] Zoning Notification Response Form Case # CUP-2024-05

1 message

Robert Summers <texas18tyco@gmail.com>
To: planning@abilenetx.gov

Fri, Jun 28, 2024 at 5:03 PM

To whom it may concern,

Please find our zoning notification response attached.

In addition to the attached form, we would like to express that we are very concerned of how this decision may potentially affect our living situation. We have lived in this neighborhood for close to 3 years now and have not had any major issues concerning neighbors, our general safety, etc., however, we feel that allowing this zoning change could present some challenges that, quite frankly, we really don't want to have to deal with.

We particularly chose this neighborhood and the house we live in knowing that we would be in a safe space, however, knowing how this zoning change could threaten that as well as also affect the market value of our property are areas of concern. We chose this neighborhood because it is a residential area conducive for family households. It is not meant to be a high turnover area with renters coming and going.

Given the location of the lot in relation to our home, we feel that our concerns should be given top priority considering that we would be directly impacted in many ways.

Thank you for your time and the attention you have given to our concerns.

Sincerely,

Robert and Veronica Summers

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**Zoning Notification - signed.pdf**

141K

[Planning] Objection to zoning request - 748 Washington

1 message

Taylor Parrish <taylorrheanne@gmail.com>
To: planning@abilenetx.gov

Sun, Jun 30, 2024 at 3:24 PM

Dear Planning & Zoning Commission,

I am writing to voice my objection to the pending zoning request for the empty lot at 748 Washington Blvd. I live at 734 Drive, and have lived here for almost 7 years. We chose this neighborhood because of its well-kept homes, mature landscaping, large lots, and quiet living.

We have worked to improve our own home and lot and have put down roots, intending to stay here for a long time. We love how many families and children are in this neighborhood, and we frequently go for walks and bike rides through the streets of our neighborhood. Adding a multi-residence structure on that lot would drastically increase traffic and cause parking issues on the main thoroughfare of the neighborhood. This would make our neighborhood less family-friendly and less safe for our children.

It would also be abnormal/inconsistent with all other homes in the neighborhood. It would be the proverbial "sore thumb" of the neighborhood--right on the main road thereof. I fear that this could ultimately negatively impact the neighborhood as a whole and lead to more multi-residence structures and drive down property values. After 7 years of investment and work on my personal property, it would be a tremendous disappointment for the zoning commission to approve a structure that decreases the value of my own home.

If someone wants to put a single-family home on that lot and join our neighborhood culture of homes with owner occupants and families, I would welcome them! A single-family home would certainly be the best use of the property. But please protect our neighborhood from the inevitable transience (and often subsequent carelessness and lack of maintenance) of having multiple rental property structures right in the middle of our neighborhood.

I respectfully request that you deny the rezoning request. This lot was zoned to be a single-family residential lot... and that's exactly what it should be.

Sincerely,
Taylor Parrish
734 Byrd Drive
Abilene, TX 79601
682.307.8445

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[Planning] Objection to the Rezoning Request of 748 Washington Blvd CUP-2024-05

1 message

Tammy Anderson <dmatka4@gmail.com>
To: planning@abilenetx.gov

Sat, Jun 29, 2024 at 6:38 PM

To Whom it may concern,

I am writing to express my objection to the possible rezoning of 748 Washington Blvd. I am the current owner of the adjacent property at 750 Washington Blvd. We have been owners of this home since 2010 and have enjoyed raising our family in this quiet oasis near ACU where my husband works. We have tended to many neighbors through the years who have had small children, and many more who are of retirement age and beyond. We have been able to create what feels like a safe haven to care for one another because we know who lives here. We get to know our neighbors.

The proposed use of the property next to us, though it isn't clear whether it will be monthly rentals, or nightly rentals, will not bring others here to stay. It will encourage a parade of new people where the residents that pay taxes and create community will not know who may be lurking in the shadows. I think that it will ultimately pose a great risk to the safety of the children and the elderly in our neighborhood.

In this particular economy I understand the developer's desire for creating a new source of revenue for the possibility of bringing in those visiting Abilene or for wanting several streams of income from one location. Unfortunately, the safety of our children, the cohesiveness of our neighborhood, and our property values are all pitted against one man's desire for more. There are plenty of places outside of our neighborhood that are not single family zoned that would be better suited for such a development. Please consider rejecting this rezoning request so that this older, well-established neighborhood can take care of one another in the safety of their current single-family zoning status.

Thank you for your consideration.

Sincerely,
Tammy Anderson
750 Washington Blvd

--

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[Planning] Zoning Notification Response Form - Case# CUP-2024-05: Opposed

2 messages

'Duane Anderson' via Planning Services <planning@abilenetx.gov>

Fri, Jun 28, 2024 at 3:02 PM

Reply-To: Duane Anderson <dma09a@acu.edu>

To: planning@abilenetx.gov

Dear Mr. Holland,

Thank you for the notification of the request for rezoning the lot adjacent to mine. I'm writing to indicate my "opposed position" to the zoning change request (case # CUP-2024-05).

Some of my concerns, I believe, would be the same for most people in my position. Having a triplex unit next door to my house would decrease the perceived value of my home. Families with kids would likely shy away from buying a home next to a triplex.

Another problem would be parking and trash pickup. Having a triplex built on such a small lot would not leave room for adequate parking on the lot itself, leaving the street in front of my house to become a parking lot for the 6+ cars. Our shared dumpsters are already full most days as it is, I can't imagine have three more dwellings full of people.

Having one family home built there would increase noise levels as it is but to have three dwellings, renting to college students most likely, would increase the noise potential exponentially. Since my bedroom and my kids bedrooms are all on that side of the house that faces the empty lot, additional noise would be heard. I work at ACU and mentor a lot of college students. So I have no bias against students, I just also know they are generally not the quietest with gatherings and parties, not always alcohol free. Also, I am aware how students and others will rent a place only to add more people into the home to decrease their individual monthly bills. So an individual unit built for 2-3 people all of a sudden has 5-7 people living in it, times three units makes for a lot of people.

Also, there are studies where increased density in neighborhoods with rezoning such as this current request brings about an increase in crime. There may be stereotypical bias in such reports but again, that goes to the perception of any potential buyer of the homes surrounding the proposed rezoning for triplex.

In short, my family (and the neighbors who have approached us about this request) feel that we must **oppose** this request to protect the value of our homes, our area, and our families.

Thank you for the opportunity to discuss our concerns.

Sincerely,

Duane

Duane Anderson
Director of Operations and Sales
Abilene Christian University Press /
Leafwood Publishers

Home address:
[750 Washington Blvd](#)
[Abilene, TX 79601](#)

 ABILENE.pdf

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 **ABILENE.pdf**
458K

Holland, Adam <adam.holland@abilenetx.gov>
To: Duane Anderson <dma09a@acu.edu>
Cc: planning@abilenetx.gov

Fri, Jun 28, 2024 at 4:30 PM

Thank you, your response has been received.

[Quoted text hidden]



BRIGGS KENNETH O &
1901 LYTLE TRL
ABILENE, TX 79602-5313

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2024-05

June 14, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **July 2, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner, to apply a Conditional Use Permit (CUP) to a property. Specifically, to allow a duplex and an accessory dwelling unit (ADU) on a lot zoned Residential Single Family (RS-8) for a total of three (3) dwelling units on the lot. Located at 748 Washington Boulevard. Legal description being Radford Hills Section 5, Continuation 1, Block 8, Lot 102, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 8, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

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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: 13073
Requestor's Address: 748
Washington
Blvd

Your Name: BRIGGS KENNETH O &
Your Property Address: 802 WASHINGTON BL
Your Parcel ID: 64174

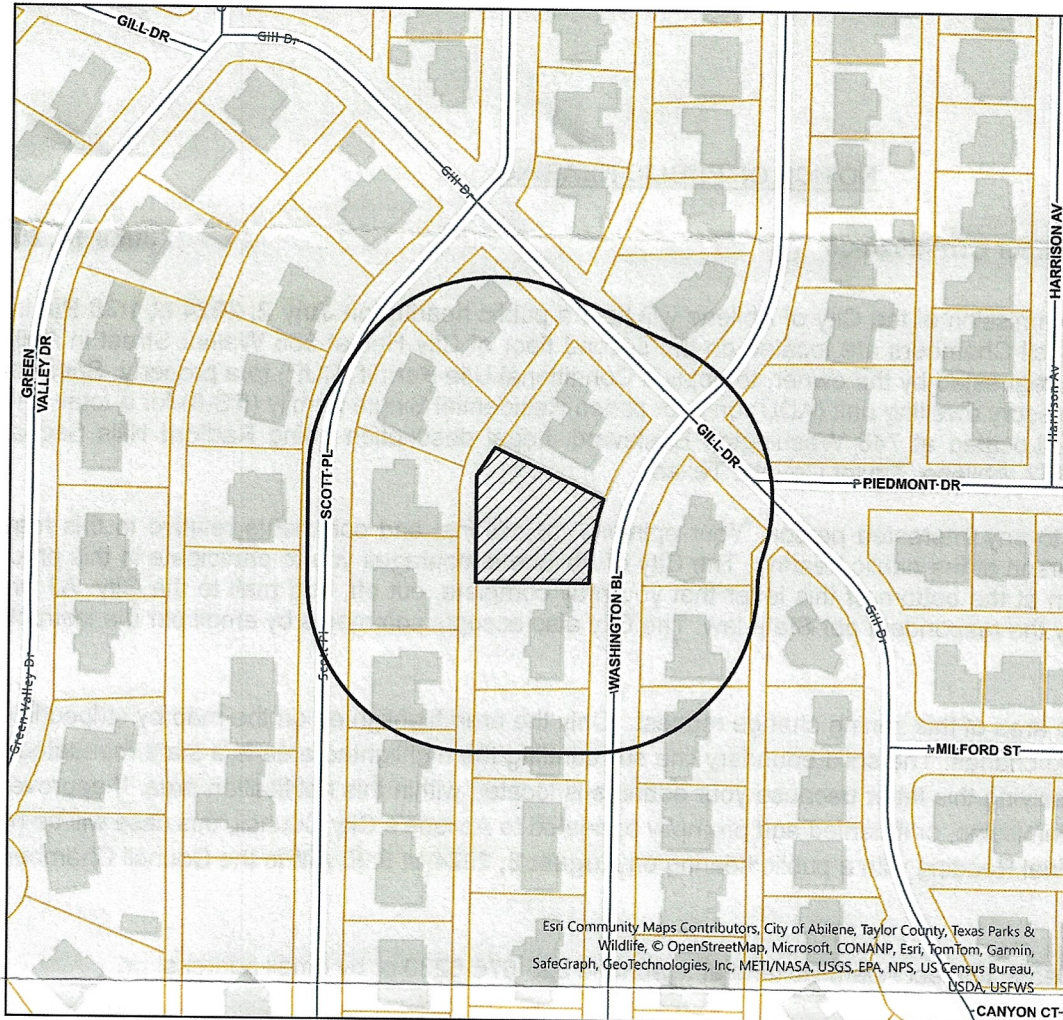
I am in favor of the request ☐

I am opposed to the request ☒

Signature:

Wichie Buggs

CUP-2024-05



Legend

-  Notification Area
-  CUP-2024-05

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0.03

Miles

Additional Comments:



Holland, Adam <adam.holland@abilenetx.gov>

[Planning] 748 Washington

1 message

Matt Lee <mattleez2015@gmail.com>
To: planning@abilenetx.gov

Sat, Jun 29, 2024 at 7:00 PM

Just say I am opposed to the rezoning request at [748 Washington Blvd.](#)

God Bless,
Matt Lee (214)554-1253
[874 Canyon Ct](#)
[Abilene, Tx 79601](#)

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[Planning] Zoning for 748 Washington Blvd.

1 message

Erin Prather <ejprather@gmail.com>
To: planning@abilenetx.gov

Sun, Jun 30, 2024 at 4:40 PM

Dear Planning & Zoning Commission,

We are writing to voice our objection to the pending zoning request for the empty lot at 748 Washington Blvd. We live at 882 Canyon Court, and have lived here for 4 years. The subject neighborhood: bounded on the north by EN 10th, on the east by Judge Ely Blvd., on the south by AEP's transmission right of way, and to the west by Cockrell Drive (image from the Abilene GIS P&Z Map below) is an older neighborhood with older well-kept homes, mature landscaping, large lots, and quiet living. The residents value the area for these reasons, as well as the central location and proximity of the neighborhood to downtown, Hendrick Medical Center, the northside commercial development (and ACU), and many of the other wonderful attributes of Abilene. The residential area north of this neighborhood (north of EN 10th) has many college rental properties. However, to-date, this neighborhood has remained overwhelmingly single-family owner-occupied homes, allowing those of us in the neighborhood to protect what we value about this area.

We urge the Planning & Zoning Commission to deny the proposed zoning request because a multifamily structure is (a) *not the highest and best use* of that tract, (b) would be *inconsistent with the surrounding neighborhood*, and (c) could *negatively impact property values* in the surrounding area.

Highest and Best Use: The highest and best use of 748 Washington Blvd. is for the construction of a single-family residence and not for the construction of a multifamily structure. We have owned our home at 882 Canyon Court since 2020, in the past 4 years the homes that have been sold have sold to families who have invested in improving their properties in order to increase property values. One example that springs to mind is our neighbor, at 718 Byrd Drive, who purchased a large unique older home and has poured substantial resources into creating an amazing and inviting updated home. Further, several homes that were once rental properties, have since been sold to families who have put down roots. Lastly, and most applicable to this situation, some of the remaining unimproved lots (there are a handful) that have sat vacant since the subdivision was developed in the 60s have sold and new homes have been built. For example, 624 Scott Place recently sold and a family built a beautiful 2,200 square foot single-family home on the lot. Again, the highest and best use of 748 Washington Blvd. is for the construction of a single-family residence.

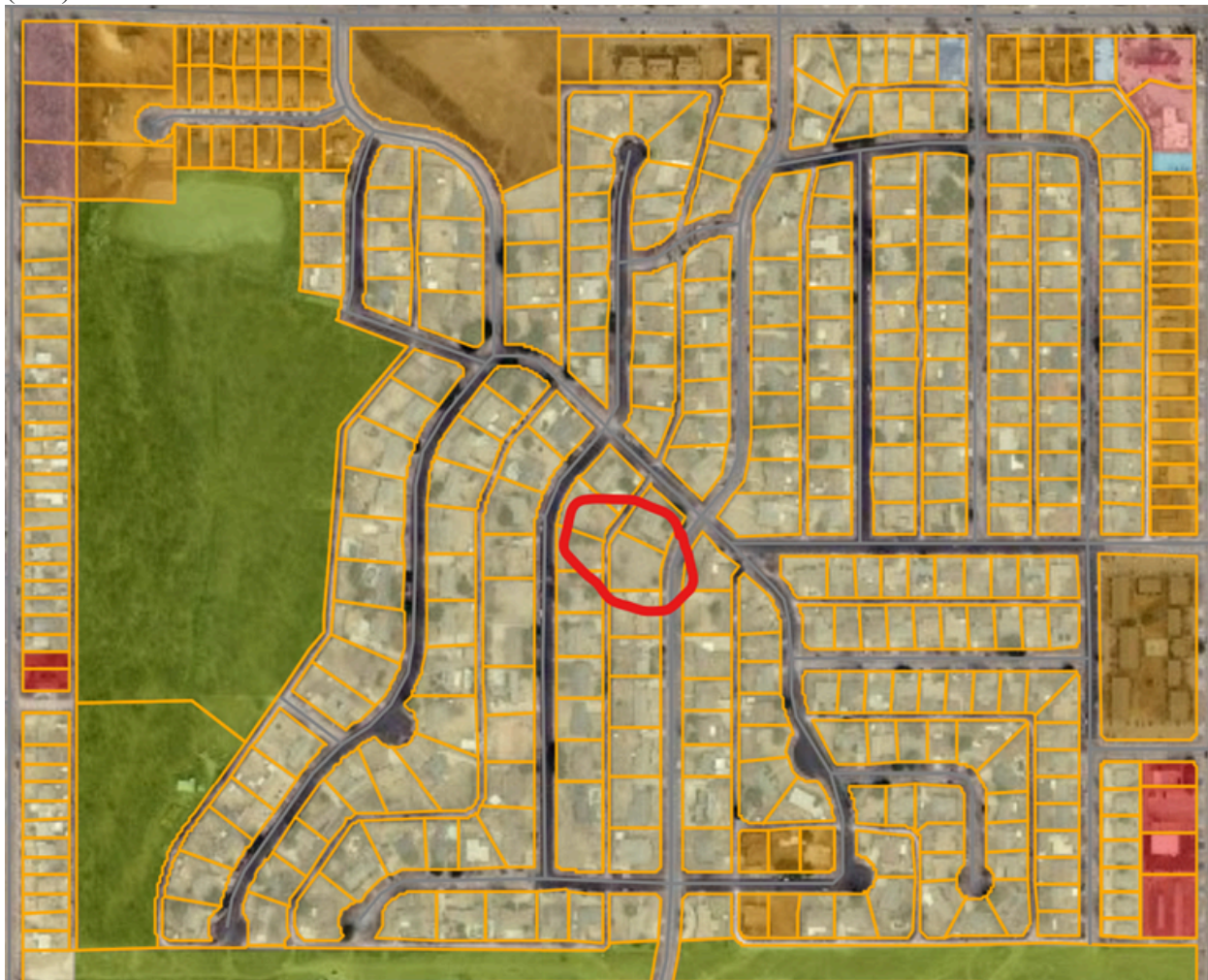
Inconsistent with the Surround Neighborhood: Approving the zoning application to allow the owner to construct a multifamily structure would be highly inconsistent with the surrounding neighborhood. As you can see in the image from the Abilene GIS

P&Z map, the neighborhood is overwhelmingly zoned Residential Single-Family (whether RS-12, RS-8, or RS-6). The subject tract (circled in red below) is directly in the middle of a large number of exclusively Residential Single-Family tracts. The closest multifamily zoned tract in any direction is a minimum of ¼ of a mile away, if not more. Allowing this requested zoning change would be highly out of character with the surrounding neighborhood.

Negative Impact to Property Values: An additional concern to approving this zoning application change is that this could lead to further multi-family development within this neighborhood and that, over time, this could negatively impact property values in the neighborhood. As we mentioned before, most owners in this neighborhood work to improve and maintain their property. Values in this neighborhood have increased over the last decade. It is important to protect and encourage that continued investment on the part of current owners in order that values continue to increase. Furthermore, decreased property values would lead to a decrease in property taxes that are paid to the city, which is also a net negative for the city.

Thank you for your attention to our concerns.

Thanks,
James and Erin Prather
882 Canyon Ct,
Abilene, TX 79601
(214) 605-9598



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Scan & email

TAYLOR LYNETTE
749 SCOTT PL
ABILENE, TX 79601-4530

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2024-05

June 14, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **July 2, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner, to apply a Conditional Use Permit (CUP) to a property. Specifically, to allow a duplex and an accessory dwelling unit (ADU) on a lot zoned Residential Single Family (RS-8) for a total of three (3) dwelling units on the lot. Located at 748 Washington Boulevard. Legal description being Radford Hills Section 5, Continuation 1, Block 8, Lot 102, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 8, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

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:	13073	Your Name:	TAYLOR LYNETTE	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	749 SCOTT PL	
		Your Parcel ID:	14858	I am opposed to the request ☒
		Signature:		

[Planning] Zoning App CUP-05

Lynette Taylor <ltaylor@taylor-hill.com>

Thu, Jun 27, 2024 at 5:55 AM

Reply-To: Lynette Taylor <ltaylor@taylor-hill.com>

To: planning@abilenetx.gov

Attached is my vote on the zoning request. In addition I would like to say that as a multi-family property owner I know how difficult it can be to hold residents accountable for their behavior, as well as the upkeep of property. Also, having lived next door to a rental home near ACU for a short time we experienced first hand the noise that can come from students who enjoyed having friends over and partying late into the night/early morning several nights per week and were unable to convince them to tone it down, despite numerous friendly requests. I'm concerned that having 3 units on one lot in this residential area will greatly reduce the quality of living for our neighborhood.

Regards,

Lynette

Lynette Taylor
Taylor-Hill Properties
[333 Washington Blvd](#)
Abilene, TX 79601
325-672-3200
325-672-3209 Fax

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**Zoning request vote 748 Wash Blvd.pdf**

811K

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-05

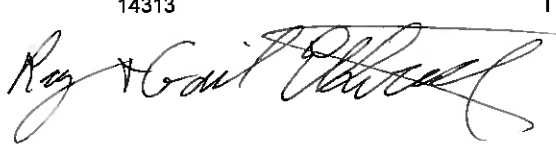
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Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

JUN 21 AM 9:56

Requestor's Parcel ID:	13073	Your Name:	ETHEREDGE RAY & GAIL C	I am in favor of the request ☐
Requestor's Address:	748 Washington Blvd	Your Property Address:	633 SCOTT PL	
		Your Parcel ID:	14313	I am opposed to the request ☒
		Signature:		



Holland, Adam <adam.holland@abilenetx.gov>

[Planning] Please DENY request for variance Case # CUP-2024-05

1 message

John Spivey <jspivey316@outlook.com>
To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Sun, Jun 30, 2024 at 8:22 AM

Planning and Development Services

PO Box 60

Abilene, TX 79604-0060

Re: Case # CUP-2024-05

Dear Commissioners:

We respectfully request that the subject request for variance be DENIED.

We recently purchased our property (6 October 2023) with the understanding that it was in an area zoned Residential Single Family (RS-8) and the expectation that it would remain so for the indefinite future. In addition to the lot corresponding to the subject request, there are two other vacant lots on Scott Place in close proximity to (within 200' of) our property. If the subject request for variance is granted, we fear this will establish a precedent that will make it more likely that variances will also be granted for one or both of these vacant lots as well. This in turn would have a significant detrimental impact on the character of our neighborhood as well as the value of our property.

Please deny the current request for variance so that this neighborhood may retain the character expected of an area zoned Residential Single Family.

In a separate email, we have attached a PDF of the response form for the subject case with our signatures.

Best regards,

John and Lynn Spivey

701 Scott Pl

Abilene, TX 79601

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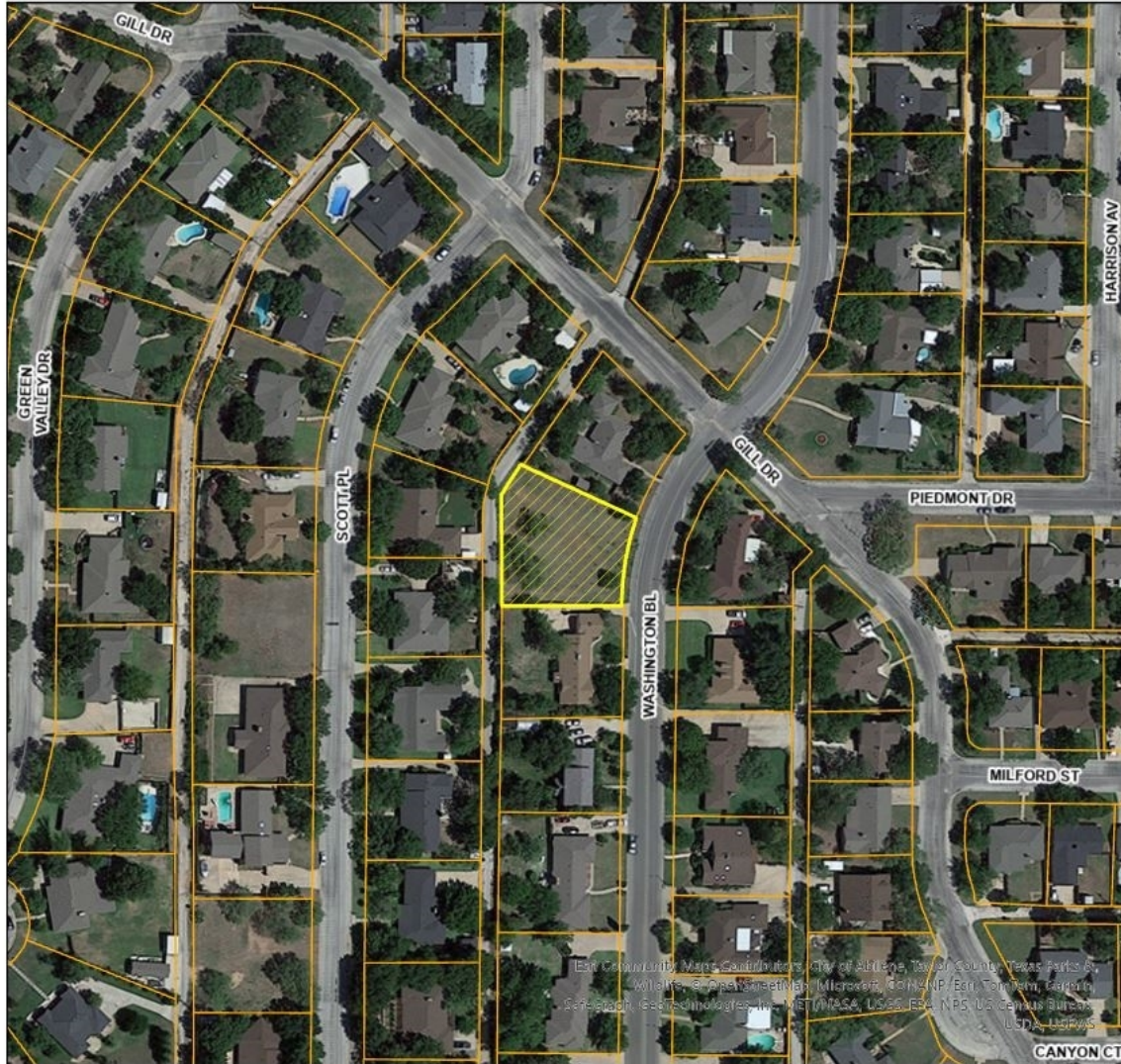
CONDITIONAL USE PERMIT

Case:	CUP-2024-05
Agent:	Randy Charleville
Request:	Apply a Conditional Use Permit to approximately 0.42 acres zoned Residential Single Family (RS-8) to allow for a duplex.
Location:	748 Washington Blvd.
Notification:	0 in Favor, 8 Opposed
Planning & Zoning:	July 2, 2024
Council Hearing:	July 25, 2024 August 8, 2024





AERIAL LOCATION MAP

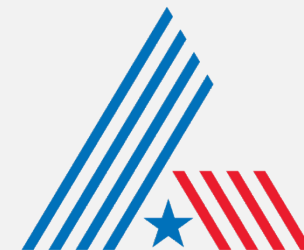


Legend

 CUP-2024-05

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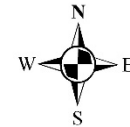
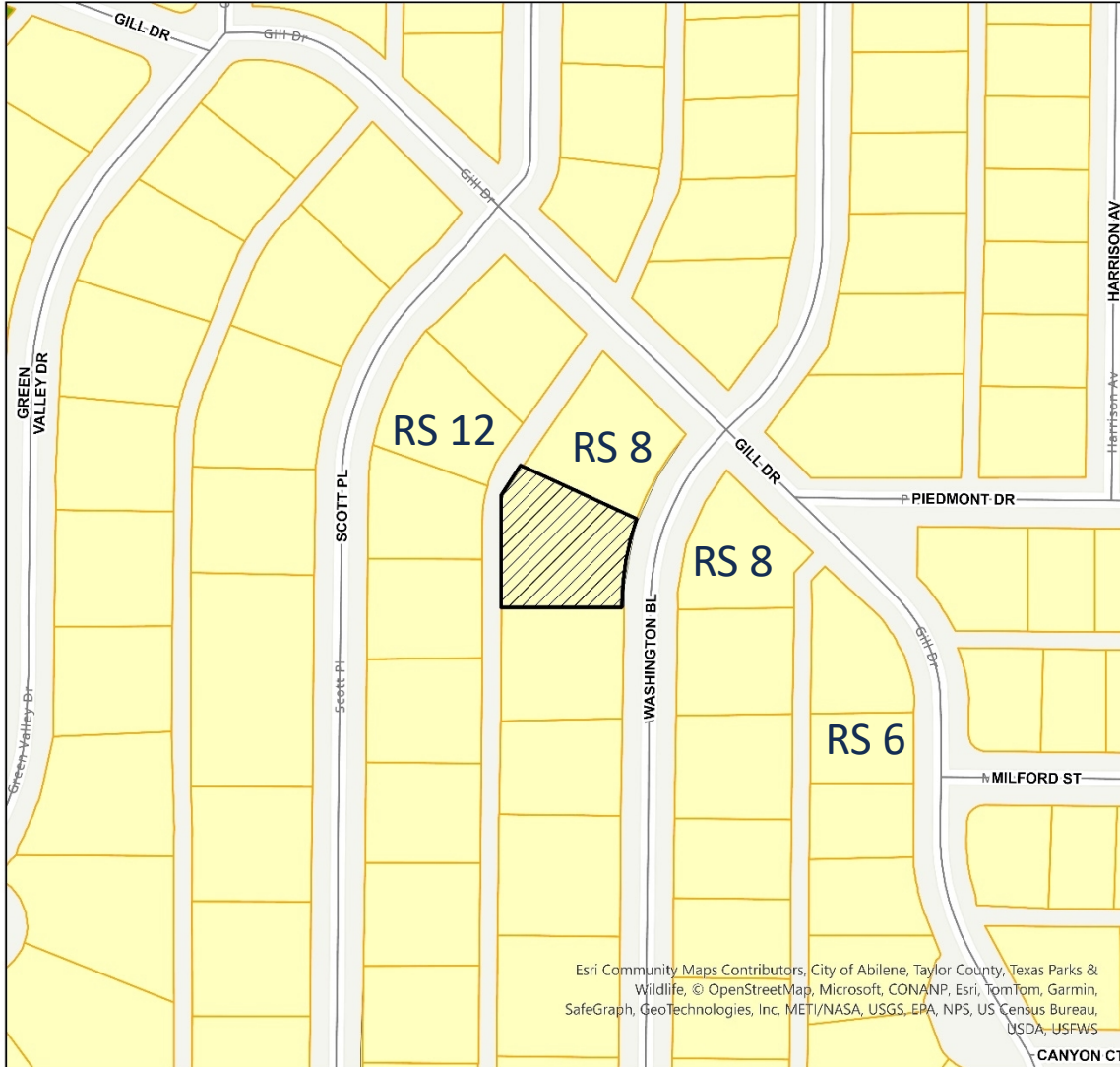
 Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- CUP-2024-05
- Zoning District
- RS (Residential - Single Family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- AO (Agricultural Open)

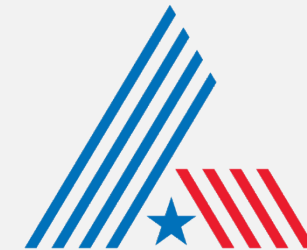
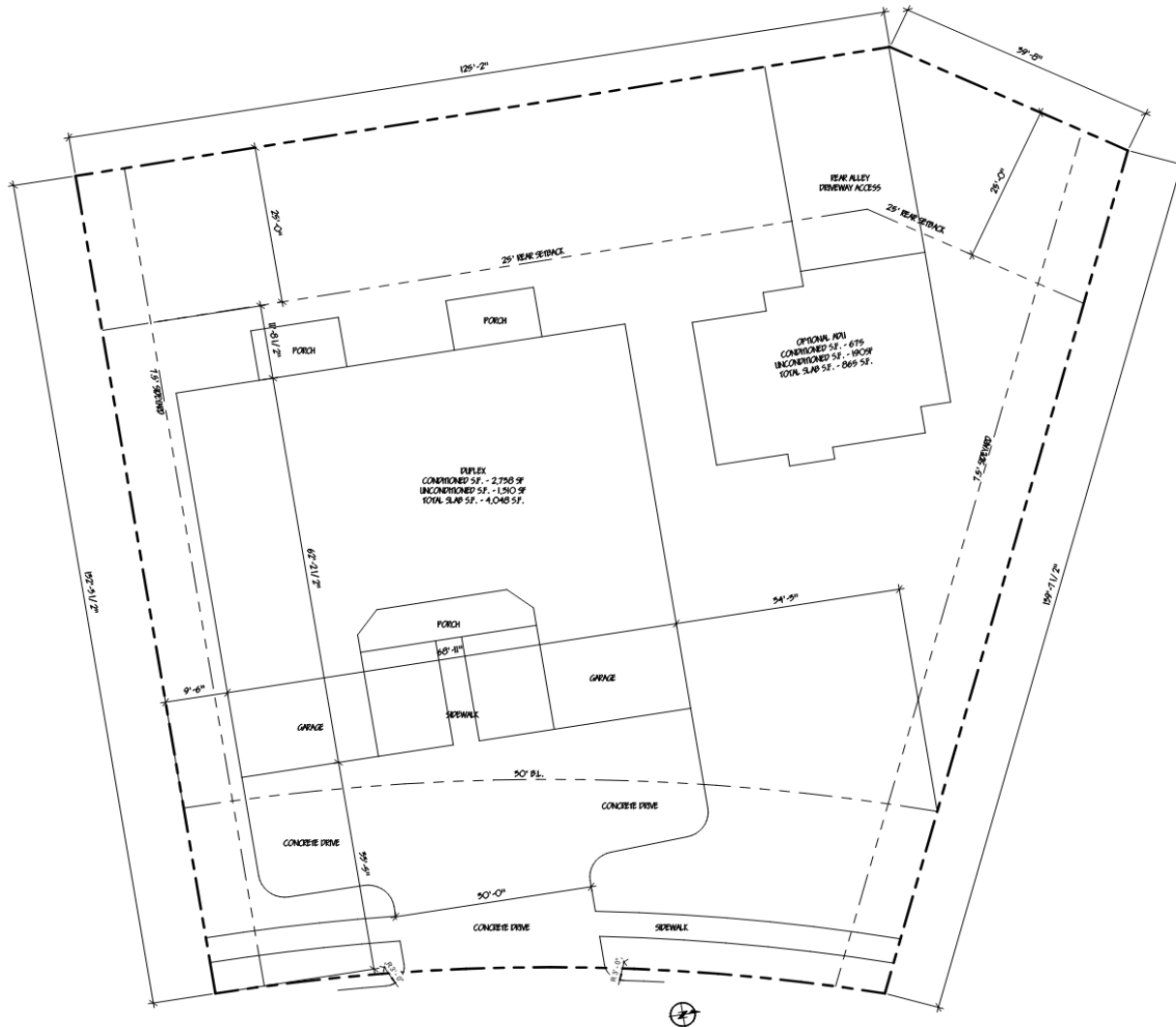
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0.03
Miles





SITE LAYOUT



CITY OF
ABILENE
TEXAS



PERMITTED USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- 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
- P Dwelling – Accessory
- 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 Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





VIEWS OF SUBJECT PROPERTY



Subject property (vacant)



North neighboring property



West neighboring property

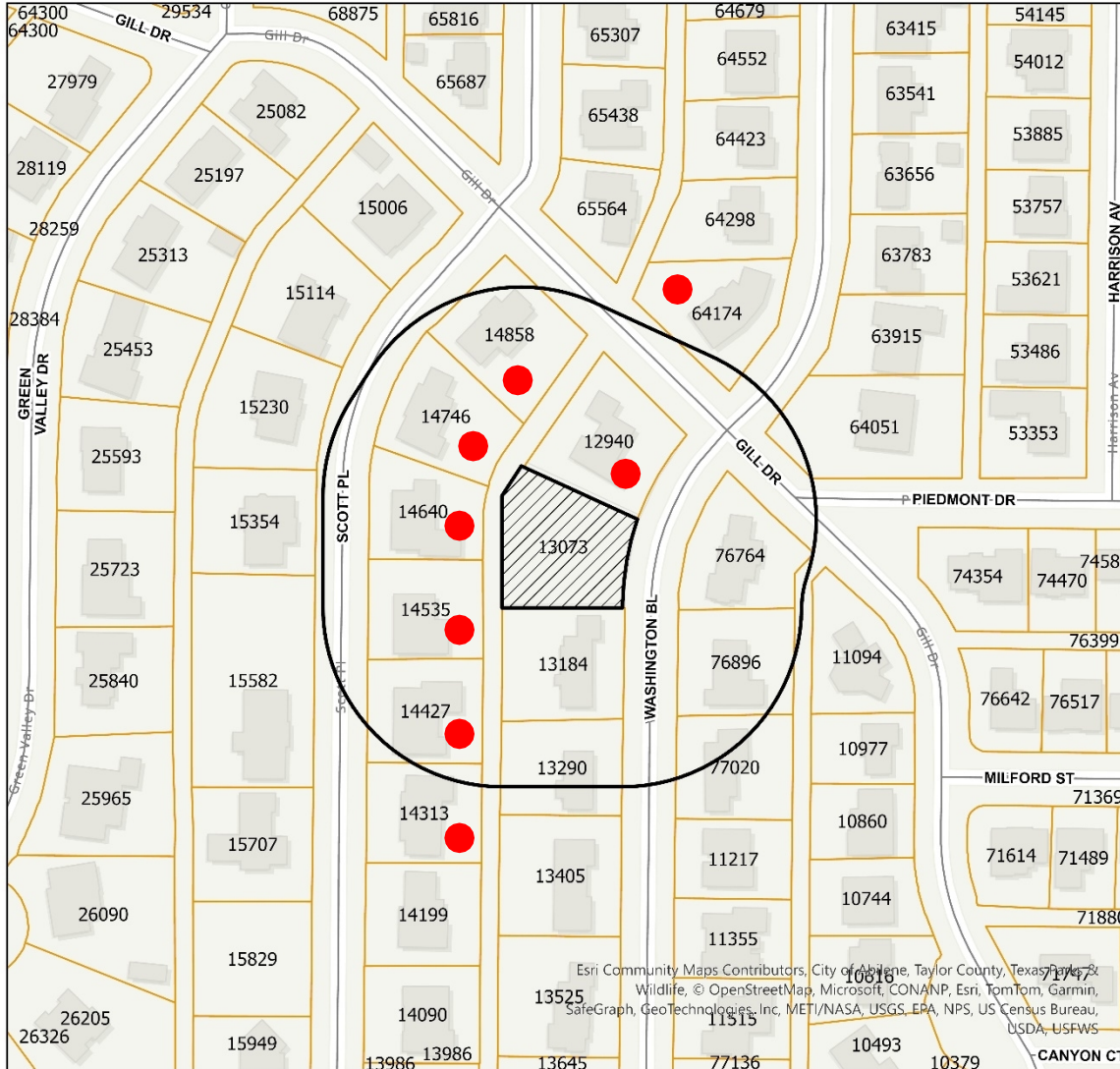


Subject property (vacant)





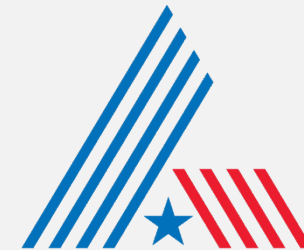
NOTIFICATION AREA MAP



Legend

- Notification Area
- CUP-2024-05

0- In Favor- ●
8- Opposed- ●
39.63% Opposition



CITY OF
ABILENE
TEXAS



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:

The Planning and Zoning Commission recommends **denial**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 13. Discussion: Hold a Discussion and Public Hearing, and Receive Direction on the Activities of the Code Compliance Division *(Tim Littlejohn)*

GENERAL INFORMATION

Discuss the activities of the Code Compliance Division

SPECIAL CONSIDERATIONS

Discussion item only

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Discussion item only

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 7-25-2024 Code Compliance

Activities of the Code Compliance Division

07/25/2024





Code Compliance Statistics

- Code Compliance accomplished an average 33% production increase from FY 2022 to FY 2024
- With a staff increase of 2 in FY 2023 and the addition of a Code Compliance manager in FY 2024 cases are being turned around in a more efficient manner
- Additionally in FY 2023 we created 3 property maintenance positions within the division





Division Progress Report

	<u>FY2022</u>	<u>FY2024</u>
• New code violations	3,711	5,267
• Total inspections performed	7,611	9,984
• New Condemnation Complaints	39	55
• Condemnation cases completed	22	66
• Board of Building Standards Cases	40	72
• Property Maintenance Inspections	0	121
• Violation - Voluntary Compliance	725	1,587
• No Violation	199	749
• Violation - Forced Compliance	334	377





Public Nuisance Complaint Resolution Statistics

	<u>2022</u>	<u>2024</u>
• Average complaint response time	13 days	1 day
• Owner complied	84%	93%
• City forced abatement	16%	2%
• Average days to comply	74	30

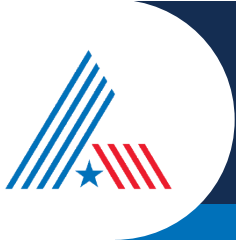




Abatement Budget

	<u>2019</u>	<u>2024</u>
• Code (Contract Services)	\$130,680	\$250,000
• Neighborhood Services		
(Demolitions within LMI areas)	\$80,000	\$150,000
• To date Code Compliance only has approximately \$40,000 left and reserved for abatements		
• Currently we have about 17 properties ready to be demolished totaling about \$110,000 that have been Board ordered.		





Activities of the Code Compliance Division

QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (Final Reading) Z-2024-11:** Receive a Report, Hold a Discussion and Public Hearing, 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 located at 7455 Buffalo Gap Rd. *(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

There have been some clarification revisions to the Ordinance since First Reading, as shown in the redline version. These revisions do not change the recommendation of the Planning and Zoning Commission.

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 clean
2. Z-2024-11 Ordinance redine
3. Staff Report
4. Z-2024-11 P&Z recommendation
5. 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, except as modified below:
 - 1. 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 for development on Tract 2. This modification does not limit or restrict a monument sign for development on Tract 1.
 - b. Wayfinding signs that identify and direct visitors to each unique residential community in Tract 2 are permitted on Tract 1.
- 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 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.

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, except as modified below:

A.1. Buffer Yard:

- a. A Type B buffer yard shall be required between Tract 1 and Tract 2.

- b. Installation of the buffer yard shall not be deferred to coincide with the timing of the development of Tract 2. *[P&Z recommended removal of this language].*

2. 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 for development on Tract 2. This modification does not limit or restrict a monument sign for development on Tract 1.

- b. Wayfinding signs that identify and direct visitors to each unique residential community in Tract 2 are permitted on Tract 1.

B.

- C.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.

ORDINANCE NO. _____

EXHIBIT C



END

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

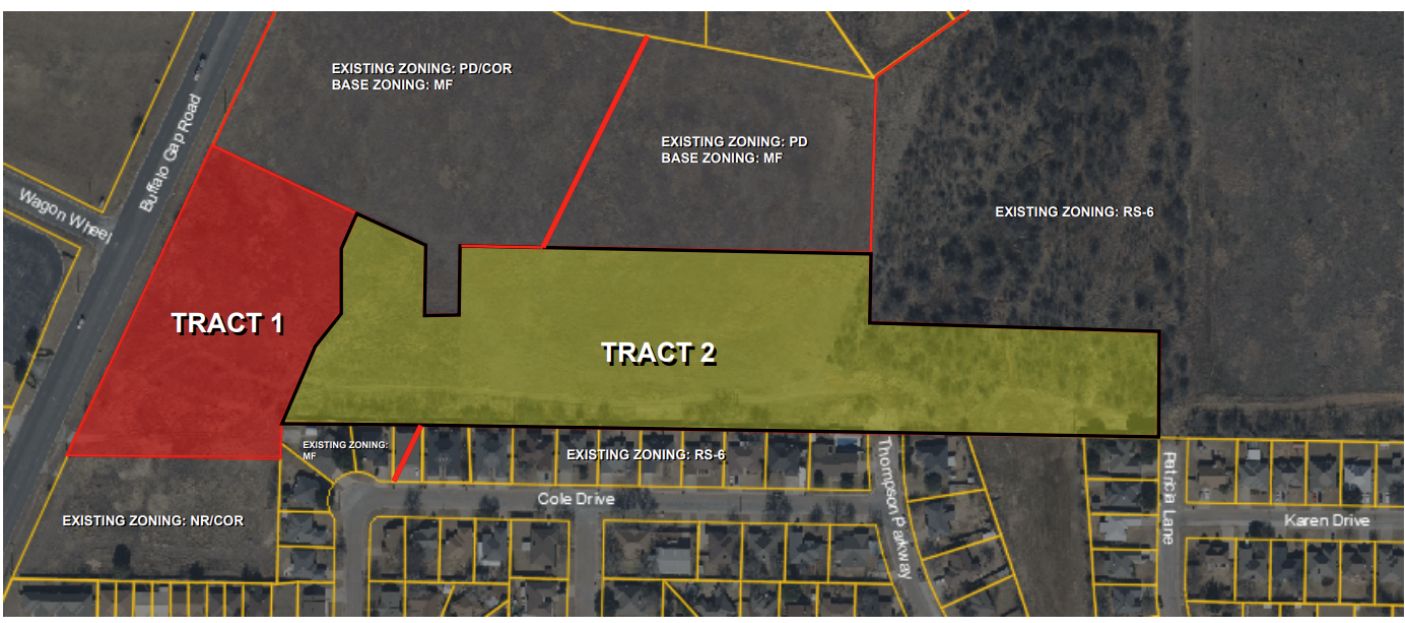
OWNER	PROP_ID	SITUS	RESPONSE
HOWARD RONALD	30654	4542 COLE DR	
ANTILLEY WEST LLC	41974	7500 THOMPSON PW	
SIITERI JORDAN	30380	4526 COLE DR	
SIITERI JORDAN	30380	4528 COLE DR	
LAIL JAMES F	65229	7517 THOMPSON PW	
WYLIE UNITED METHODIST CHURCH	986701		
ANTILLEY WEST LLC	1011610	7455 BUFFALO GAP RD	
HARRIS 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	

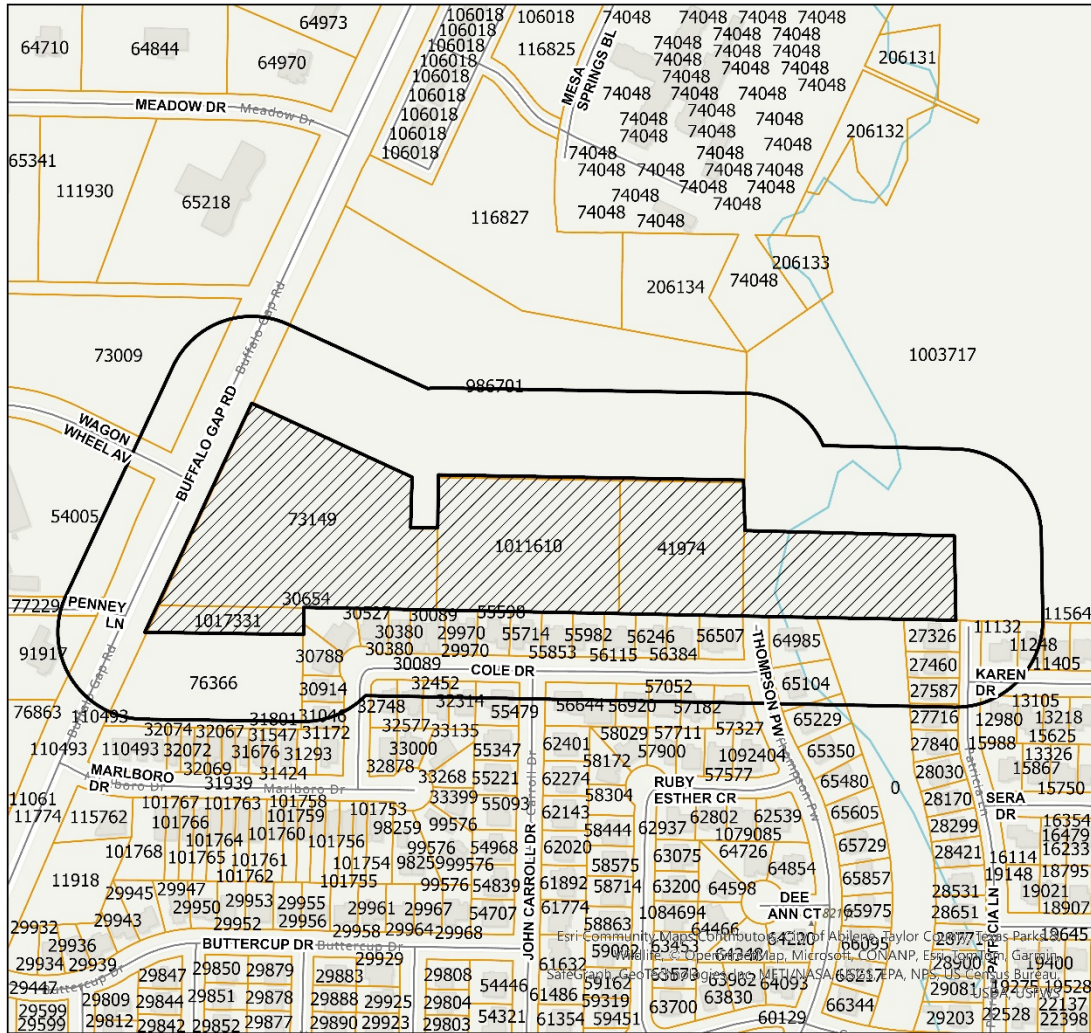
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PATTON RUSSELL BO	56384	4418 COLE DR	
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SBF 1 PROPERTIES LLC	57182	4417 COLE DR	
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CPC INVESTMENTS LLC	76366	7449 BUFFALO GAP RD	
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MARTINEZ ROBERT & REBECCA	1003717	4137 FORREST HILL RD	
ANTILLEY WEST LLC	1011610	7455 BUFFALO GAP RD	
ANTILLEY WEST LLC	1017331		

PROPOSED ZONING CONCEPT PLAN



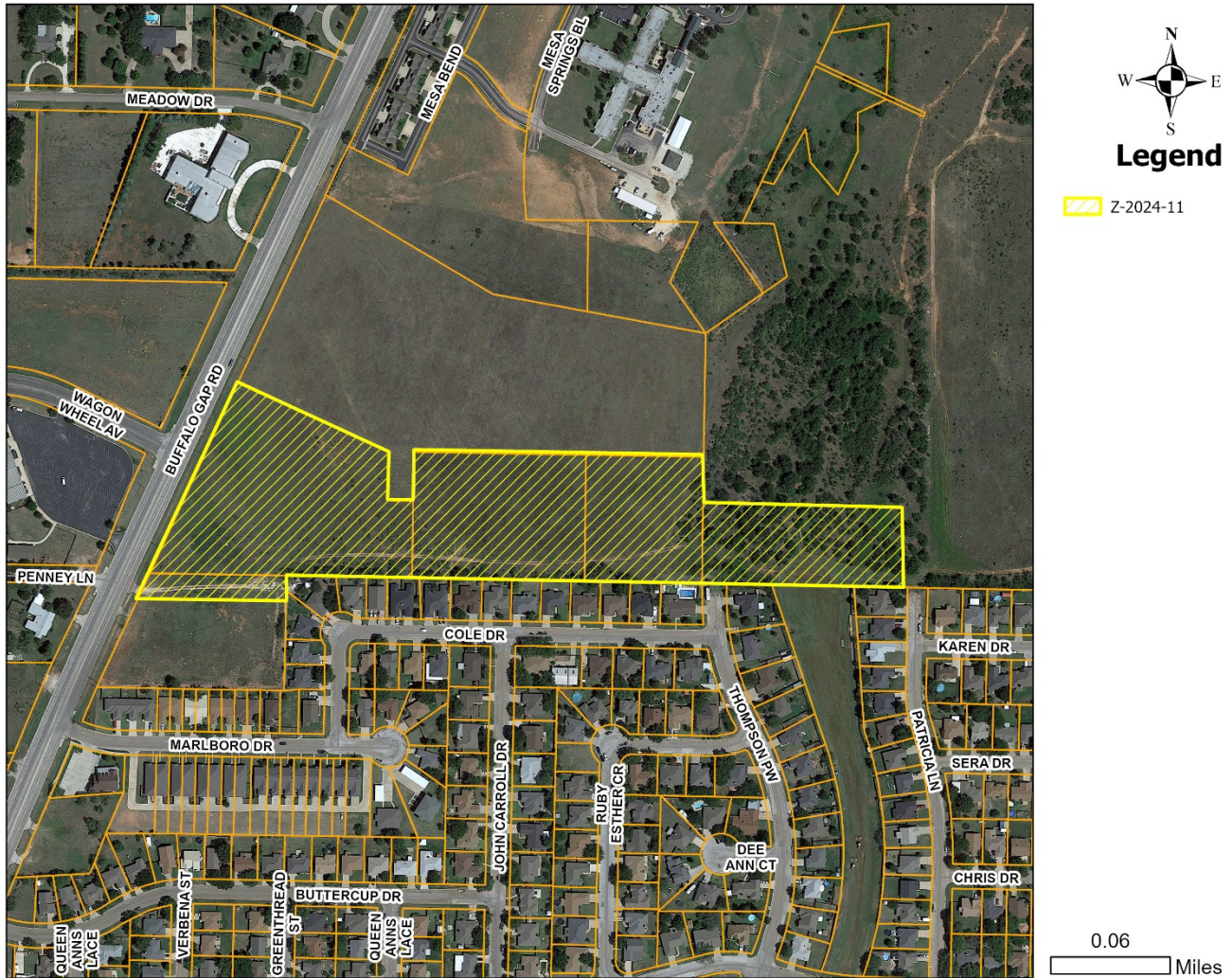
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 Notification Area
 Z-2024-11



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LOCATION MAP



ZONING MAP

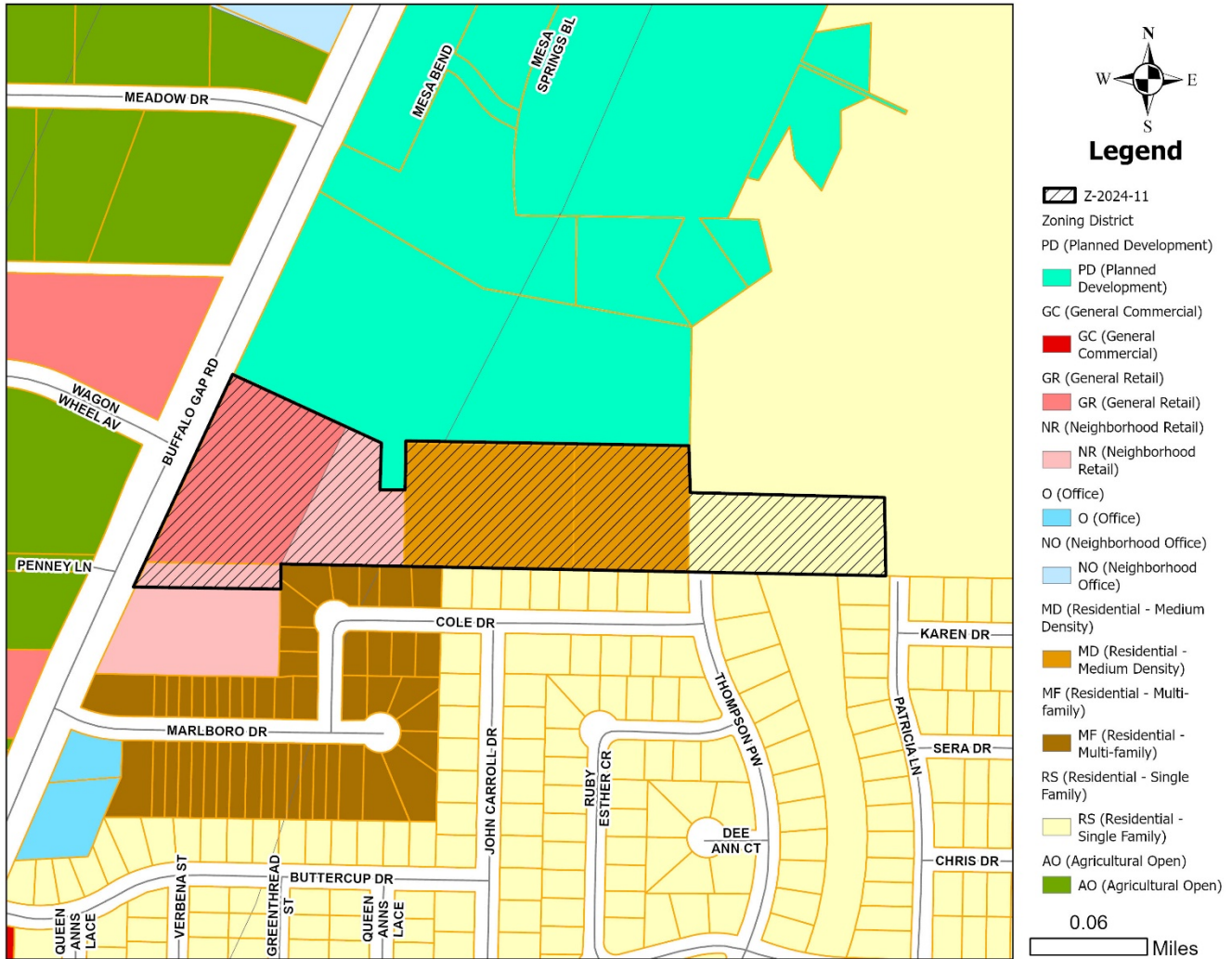


EXHIBIT B

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 including the following:
 - 1. Buffer Yard:
 - ~~Remove~~ a. A Type B buffer yard shall be required between Tract 1 and Tract 2.
 - b. Installation of the buffer yard shall not be deferred to coincide with the timing of the development of Tract 2.
- 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.
 - ~~Remove~~ 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.



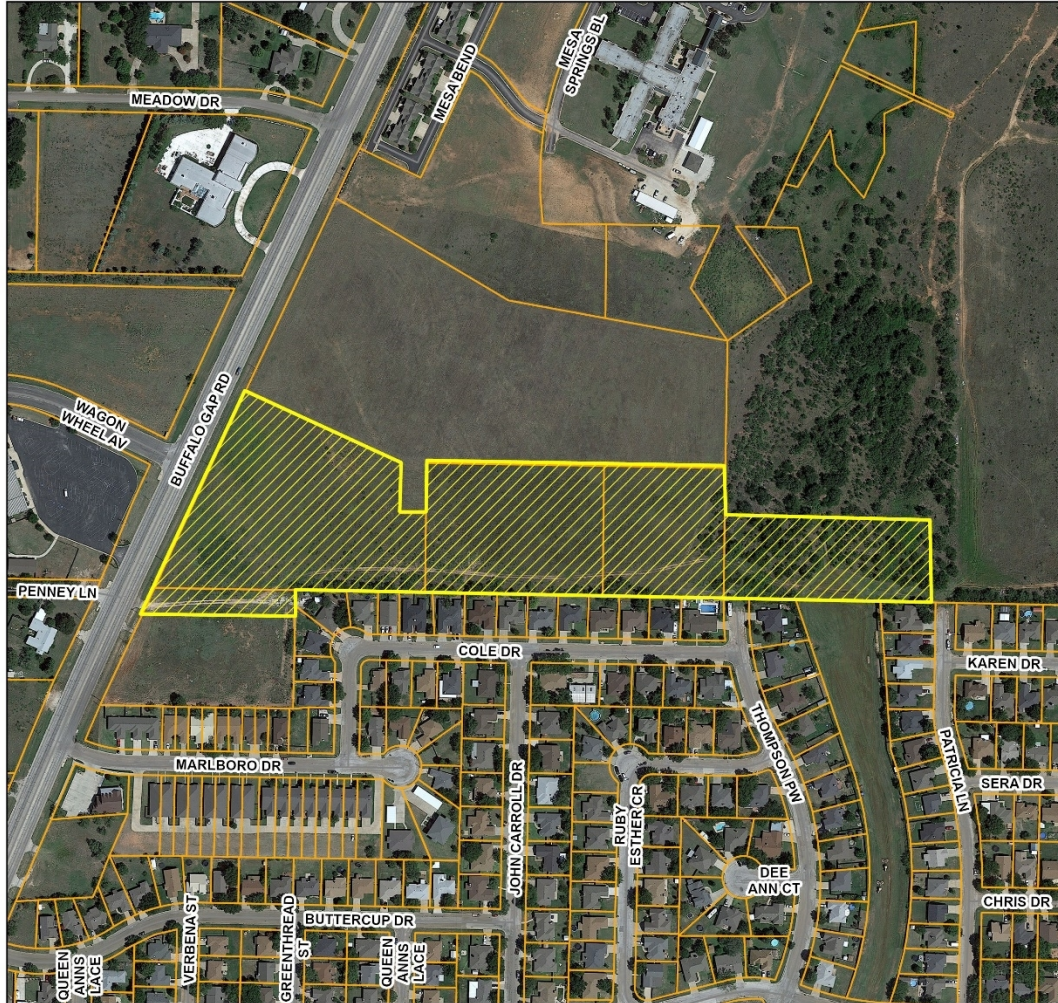
PLANNED DEVELOPMENT

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





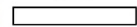
AERIAL LOCATION MAP

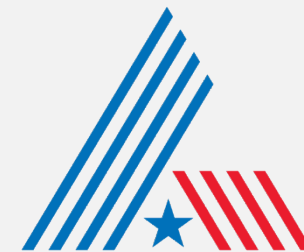


Legend

 Z-2024-11

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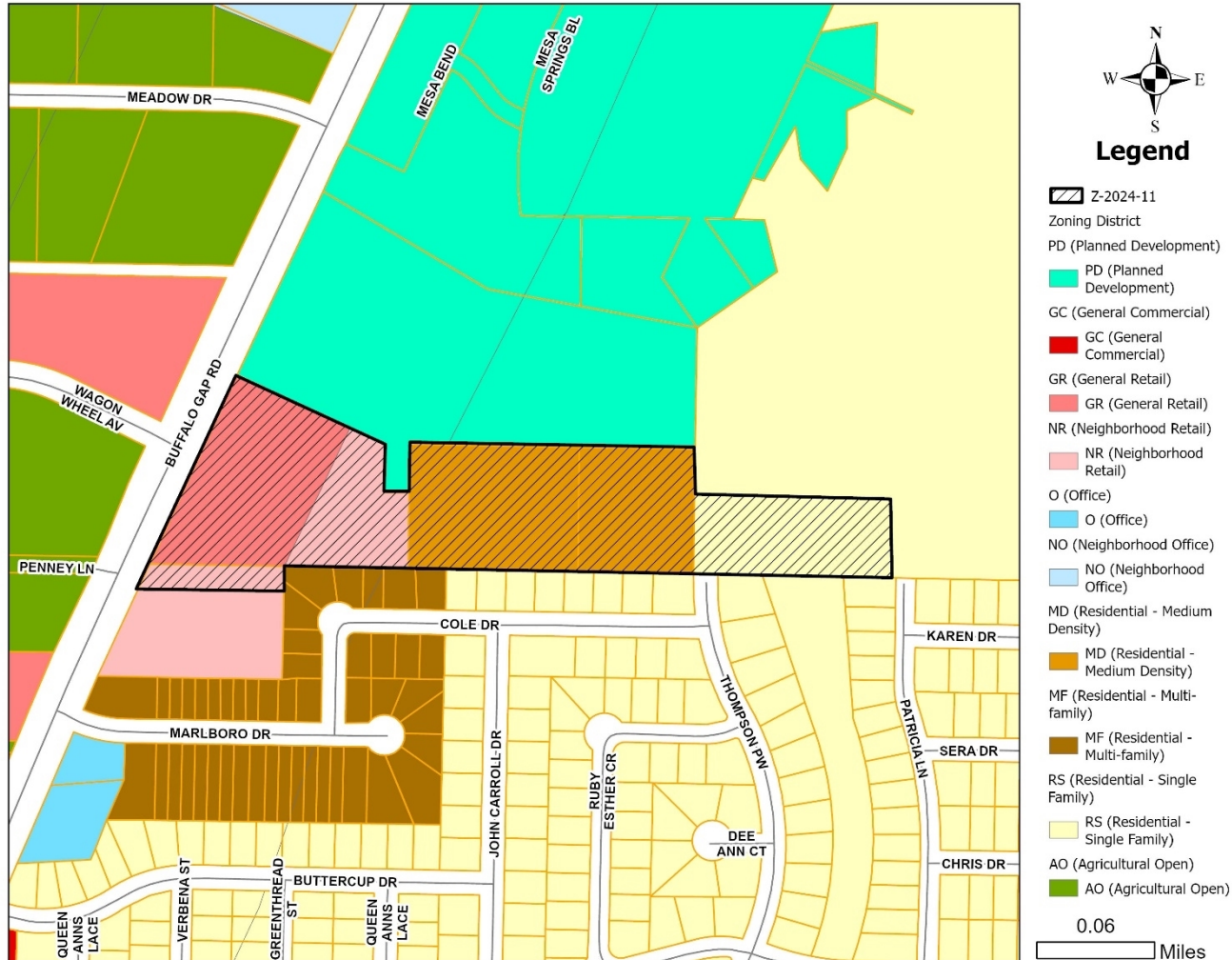
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CITY OF
ABILENE
TEXAS

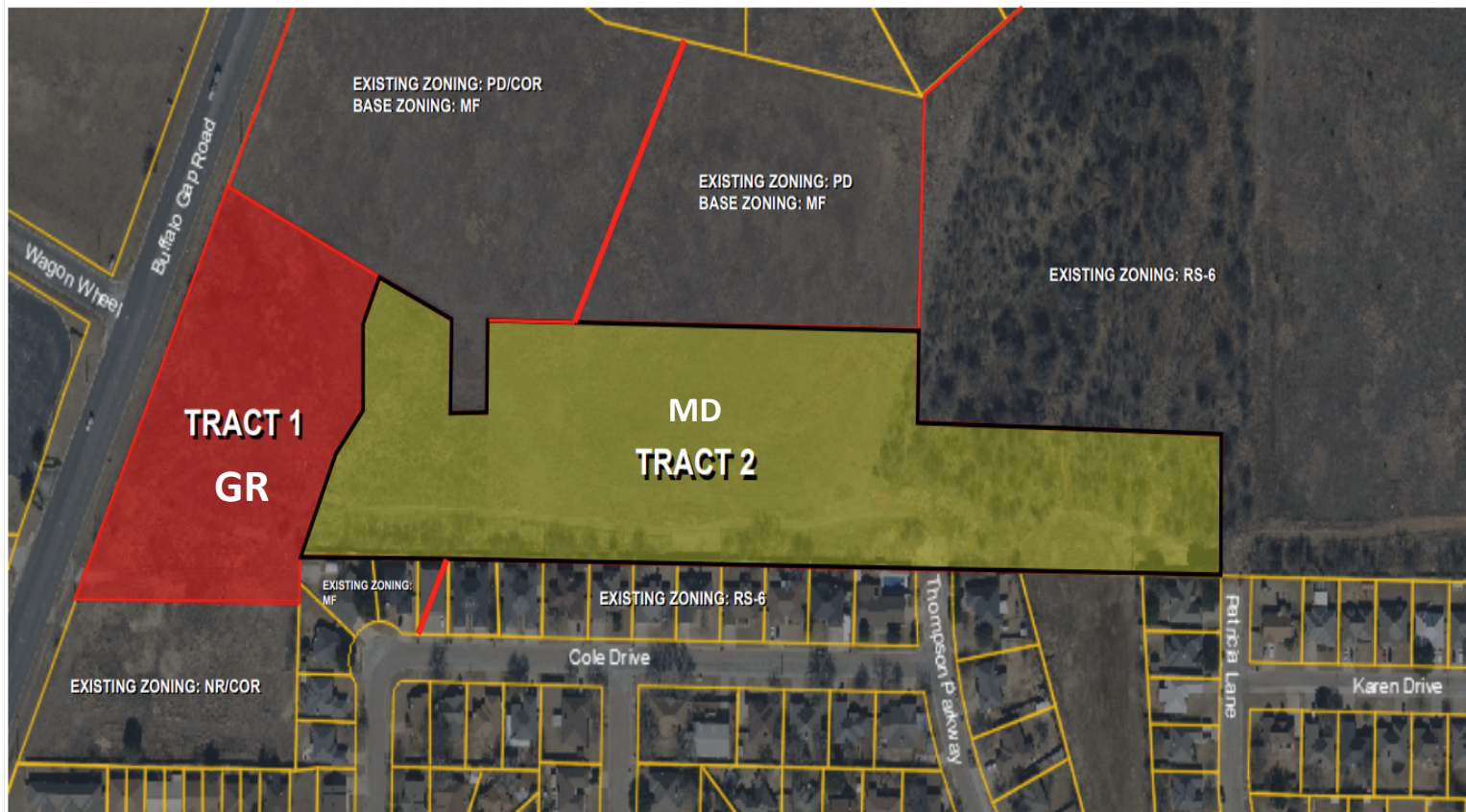


ZONING MAP





PROPOSED TRACTS



*Tract 1 – General Retail

*Tract 2 – Medium Density



CITY OF
ABILENE
TEXAS



USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

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

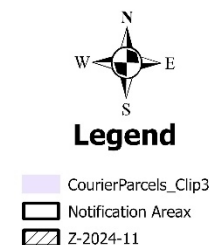
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only,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





VIEWS OF SUBJECT PROPERTY





Legend

CourierParcels_Clip3

☐ Notification Area

Z-2024-11

0- In Favor-



0- Opposed-





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: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **15. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Submission of an Application Seeking \$13,000,000 in Financial Assistance from the Texas Water Development Board for Implementation of a Lead Service Line Replacement Program (Rodney Taylor)

GENERAL INFORMATION

Staff is requesting that the Abilene City Council approve the resolution authorizing the submission of an application seeking \$13,000,000 in financial assistance from the Texas Water Development Board (TWDB) for the implementation of a Lead Service Line Replacement (LSLR) Program (Program). The application packet including this resolution is due to the TWDB by July 26, 2024. The Infrastructure Investment and Jobs Act of the 117th Congress appropriated funds through the Drinking Water State Revolving Fund for Lead Service Line Replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines. The financing will be made at the ratio of 51% principal forgiveness (similar to a grant) and 49% loan/bond at below market rates. The goal of the Program is to reduce levels of lead and copper in drinking water in order to protect human health.

SPECIAL CONSIDERATIONS

The Lead and Copper Rule (LCR) is the National Primary Drinking Water Regulation first promulgated in 1991 that requires actions by public water systems to reduce levels of lead and copper in drinking water. On January 15, 2021, the EPA promulgated the Lead and Copper Rule Revisions (LCRR), and the deadline for water systems to comply with these revised requirements is October 16, 2024. On December 6, 2023, EPA published the proposed Lead and Copper Rule Improvements (LCRI) that, when finalized, will significantly reduce exposure to lead through drinking water.

By the October 16, 2024 compliance date the City of Abilene must conduct the initial service line inventory, make notification to customers of service line material, make Tier 1 public notification of a lead action level exceedance, and meet reporting requirements. City staff has completed the initial service line inventory and is compiling the data and preparing to notify affected customers and to make the inventory accessible to the public.

The City submitted a Project Information Form (PIF) as its initial interest in acquiring funding for implementation of a LSLR program. The TWDB responded to the PIF by offering up to \$13,000,000 in funding, with 51% offered as principal forgiveness and 49% as a low-interest loan or bond. The program would be a benefit to the affected water utility customers. The funded programs are considered equivalency projects for which federal requirements can be extensive and cumbersome and will place a tremendous responsibility on the program team to make sure that all stipulations are met for each individual replacement project within the program.

Lead contamination in drinking water is primarily related to the leaching of lead and copper into drinking water while it is in contact with the pipe, appurtenances, and plumbing fixtures. In past years it was common for water utility pipelines and related appurtenances, and private plumbing pipes and fixtures, to be made of lead or contain significant or trace amounts of lead in alloys. Both Lead and Copper have detrimental health effects on humans, and children and pregnant women are particularly susceptible to the effects of exposure to lead through direct contact, inhalation, and drinking water. For many years Abilene Water Utilities has participated in the TCEQ Corrosion Control Program to continuously monitor treated water for stable chemistry that prevents corrosive leaching of lead and copper from pipes and fixtures in the distribution system. Routine sampling of targeted sites verifies the effectiveness of the Lead and Copper Rule, and the City of Abilene consistently complies with State and Federal drinking water standards for Lead and Copper.

FUNDING/FISCAL IMPACT

TWDB approval of the application will result in the availability of financial assistance totaling \$13,000,000.00.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the submission of an application seeking \$13,000,000 in financial assistance from the Texas Water Development Board (TWDB) for the implementation of a Lead Service Line Replacement Program (Program).

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution-Application Filing and Authorization Representative Resolution-TWDB-LSLR Program-0201A-7-25-2024
2. Presentation-Approve Application for financial assistance for lead service line replacement program-7-25-2024

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Abilene City Council of the
City of Abilene, Texas requesting financial assistance from the Texas Water
Development Board; authorizing the filing of an application for assistance; and making certain findings in
connection therewith.

BE IT RESOLVED BY THE City Council OF
THE City of Abilene, Texas:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water
Development Board seeking financial assistance in an amount not to exceed \$ 13,000,000.00 to provide
for the costs of Implementation of a Lead Service Line Replacement Program.

SECTION 2: That the Abilene City Manager be and is hereby
designated the authorized representative of the Lead Service Line Replacement Program for purposes
of furnishing such information and executing such documents as may be required in connection with the preparation
and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist
in the preparation and submission of such application and appear on behalf of and represent the
City of Abilene, Texas before any hearing held by the Texas Water
Development Board on such application, to wit:

Financial Advisor: George H. Williford
Hilltop Securities Inc.

Engineer: Kirt Harle, P.E.
Jacob and Martin, LLC

Bond Counsel: Sam M. Gill
McCall, Parkhurst & Horton LLP

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____

By: _____

(Seal)

**Approve the Submission of an Application
Seeking \$13,000,000.00 in Financial Assistance
From the Texas Water Development Board for the Implementation of a
Lead Service Line Replacement Program**





Lead Service Line Replacement Program

- Approve the submission of an application seeking financial assistance from the Texas Water Development Board (TWDB) for the implementation of a Lead Service Line Replacement Program (LSLR).
- The value of the request is \$13,000,000.00.
- The application requires that the City Council approve an Application Filing and Authorized Representative Resolution.
- The LSLR provides a means for removing certain water meter service lines leading up to the water meter and leaving the water meter across private property to customer residences.
- The goal of the Program is to reduce levels of lead and copper in drinking water in order to protect human health.





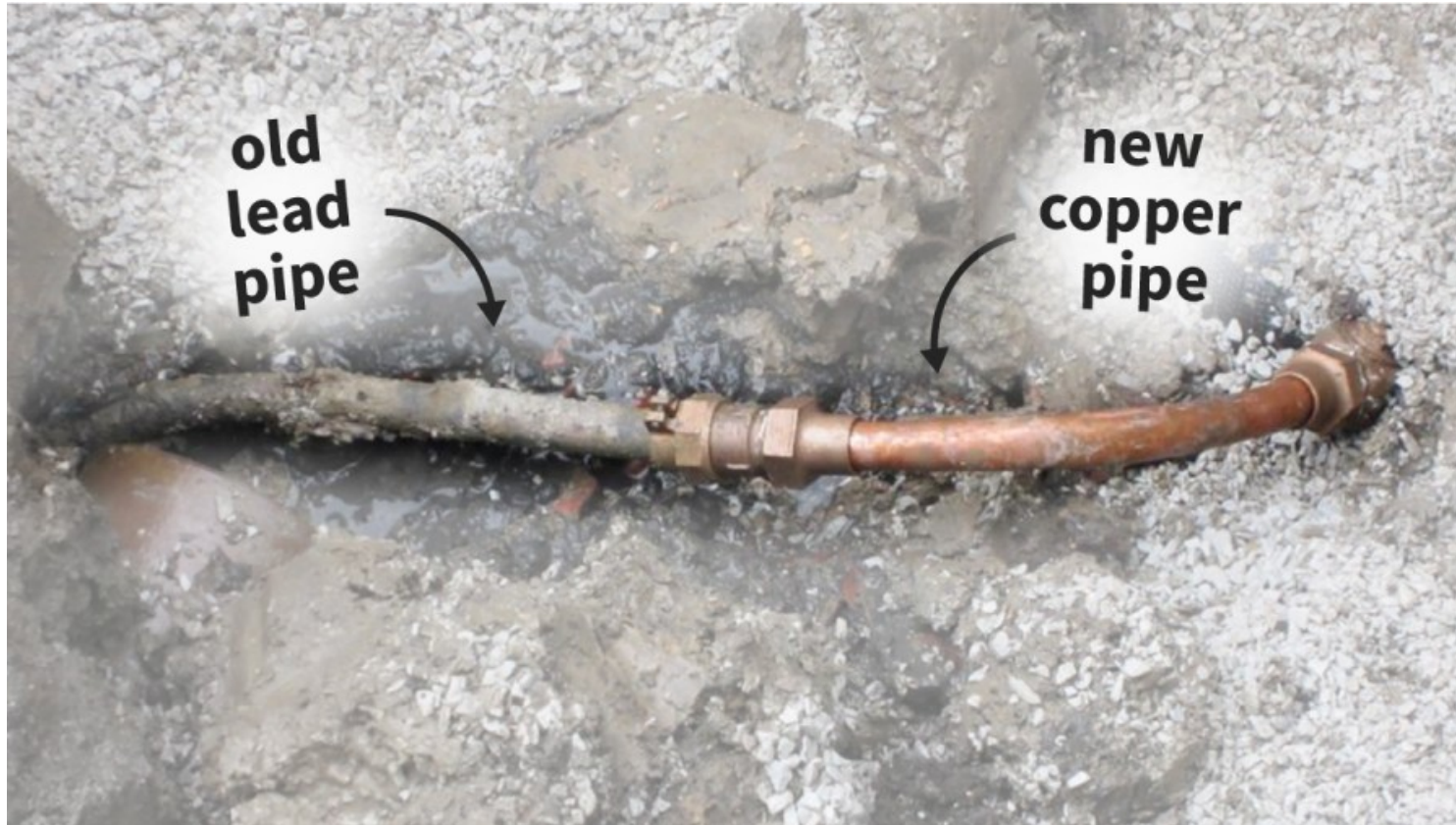
Lead Service Line Replacement Program

- The Lead and Copper Rule (LCR) is the National Primary Drinking Water Regulation first promulgated in 1991 to reduce levels of lead and copper in drinking water.
- The EPA promulgated Lead and Copper Rule Revisions (LCRR) of January 15, 2021 require water suppliers to complete a service line inventory and report its findings by October 16, 2024.
- The Infrastructure Investment and Jobs Act of the 117th Congress appropriated funds through the Drinking Water State Revolving Fund for Lead Service Line Replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines.
- The financing will be made at the ratio of 51% principal forgiveness and 49% loan/bond at below market rates.





Lead Service Line Replacement Program



THE LEAD SERVICE LINE REPLACEMENT PROGRAM WILL PROVIDE FOR THE REPLACEMENT OF EXISTING LEAD AND GALVANIZED PIPE, LEADING UP TO OR LEAVING THE METER, WITH APPROVED MATERIALS SUCH AS PVC AND HDPE.



**Approve the Submission of an Application
Seeking \$13,000,000.00 in Financial Assistance
From the Texas Water Development Board for the Implementation of a
Lead Service Line Replacement Program**

Questions?





City Council Agenda Memo

City Council Meeting Date: 7/25/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **16. Presentation: Receive a Report and Hold a Discussion and Public Hearing, and Take Action on the Declaration by Mayor Weldon Hurt for Implementation of Two-Day a Week Watering Schedule in Accordance with Sec. 32-144 Year-Round Water Use Management of the City of Abilene Water Conservation Plan Ordinance (Rodney Taylor)**

GENERAL INFORMATION

Water Utilities staff recommends that Mayor Weldon Hurt declare the implementation of Two-Day a Week Watering Schedule in accordance with Sec. 32-144 Year-Round Water Use Management of the City of Abilene Water Conservation Plan Ordinance. The change in the watering schedule from three days per week to two days per week is triggered by the combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill falling below 50 percent. The recommended effective date is Wednesday, August 7th, 2024.

SPECIAL CONSIDERATIONS

The City of Abilene Water Conservation Plan Ordinance (WCP) was initially developed in the mid 1980's in response to severe drought conditions which affected its available water supplies. It has been updated a few times over the years, with the latest being in July 2020. Abilene's WCP is intended to maintain and extend the water supply to protect essential uses of health, hygiene, sanitation, and fire prevention. The plan discourages the wasting of water and regulates or prohibits discretionary and non-essential uses such as outdoor watering and car washing during times of water shortages.

How do Citizens know when a drought is impacting water supplies and to what extent. The City of Abilene contracted with qualified professional engineers to model and evaluate the City's water supply resources from the perspective of drought endurance. It was determined that the combined available capacity from Hubbard Creek Reservoir (HCR) and Lake Fort Phantom Hill (LPFH) is the best indicator of the severity of Abilene's regional drought conditions. The water conservation triggers are primarily based on the combined available capacity of those two (2) water supply sources. Citizens are encouraged to visit the City of Abilene website at

<https://abilenetx.gov> to access the Water Conservation Plan Ordinance and the Water Conservation Stage Chart in order to better understand Abilene's water conservation efforts and the role of citizens in achieving its goals.

The Water Conservation Plan consists of two levels of conservation measures. Year-round Water Use Management is a less restrictive means of promoting and encouraging sound water conservation practices when water supply lakes are at or near full capacity. Water Conservation Stages are a stepped approach of implementing more drastic conservation practices as water supplies continue to diminish. The following table provides a simple description of the various conservation measures based on water supply levels.

Drought Stage	Combined Storage in HCR & LFPH as a Percentage of Total Storage	Outdoor Watering Restrictions
Year-round Water Use Management	Greater than 50%	3 days per week
Year-round Water Use Management	Between 40% and 50%	2 days per week
Stage 1 - Water Alert	Between 30% and 40%	1 day per week
Stage 2 - Water Warning	Between 20% and 30%	1 day per each two week period
Stage 3 - Water Emergency	Less than 20%	No outdoor watering
Stage 4 - Water Crisis	Loss of services or contamination	No outdoor watering

City staff is projecting that the combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill will reach 50% around August 1st, 2024. Based on the trigger levels of the Water Conservation Plan, the appropriate water conservation measure is Year-round Water Use Management 2 day a week watering schedule. Abilene citizens, and those regional customers utilizing water purchased on a wholesale basis from the City of Abilene, should adhere to the following schedule for designated watering days. The schedule is based on the odd or even last digit of the house number or property address, lot number, P.O. Box, or mailing route number, in that order of priority.

Designated Watering Days: Year-round Water Use Management - 2 day a week outdoor watering schedule	
Thursday, Sunday	Residential Odd numbered addresses
Tuesday, Saturday	Residential Even numbered addresses

Monday, Friday	Industrial, commercial, government customers, public and private schools and universities
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FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that Mayor Weldon Hurt declare the implementation of Year-round Water Use Management two-day a week watering schedule, effective Wednesday August 7th, 2024.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Presentation-Declaration of Implementation of Two Day Per Week Water Schedule-Effective August 7th-7-25-2024

Implementation of Two-Day a Week Watering Schedule
in Accordance with Sec. 32-144 Year-Round Water Use Management
of the City of Abilene Water Conservation Plan Ordinance





Two-Day a Week Watering Schedule

- Declaration by Mayor Weldon Hurt for Implementation of Two-Day a Week Watering Schedule in Accordance with Sec. 32-144 Year-Round Water Use Management of the City of Abilene Water Conservation Plan Ordinance
- The change in the watering schedule from three-day a week to two-day a week is triggered by the combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill falling below 50 percent.
- The recommended effective date is Wednesday, August 7th, 2024.





Two-Day a Week Watering Schedule

- The City of Abilene Water Conservation Plan Ordinance (WCP) was initially developed in the mid 1980's in response to severe drought conditions which affected its available water supplies.
- Abilene's WCP is intended to maintain and extend the water supply to protect essential uses of health, hygiene, sanitation, and fire prevention.
- The plan discourages the wasting of water and regulates or prohibits discretionary and non-essential uses such as outdoor watering and car washing during times of water shortages.





Two-Day a Week Watering Schedule

Drought Stage	Combined Storage in HCR & LFPH as a Percentage of Total Storage	Outdoor Watering Restrictions
Year-round Water Use Management	Greater than 50%	3 days per week
Year-round Water Use Management	Between 40% and 50%	2 days per week
Stage 1 - Water Alert	Between 30% and 40%	1 day per week
Stage 2 - Water Warning	Between 20% and 30%	1 day per each two week period
Stage 3 - Water Emergency	Less than 20%	No outdoor watering
Stage 4 - Water Crisis	Loss of services or contamination	No outdoor watering

The Water Conservation Plan consists of two levels of conservation measures.

Year-round Water Use Management is a less restrictive means of promoting and encouraging sound water conservation practices when water supply lakes are at or near full capacity.

Water Conservation Stages are a stepped approach of implementing more drastic conservation practices as water supplies continue to diminish.





Two-Day a Week Watering Schedule

Abilene citizens, and those regional customers utilizing water purchased on a wholesale basis from the City of Abilene, should adhere to the following schedule for designated watering days. The schedule is based on the odd or even last digit of the house number or property address, lot number, P.O. Box, or mailing route number, in that order of priority.

Designated Watering Days: Year-round Water Use Management Two-day a Week Outdoor Watering Schedule	
Thursday, Sunday	Residential Odd Numbered Addresses
Tuesday, Saturday	Residential Even Numbered Addresses
Monday, Friday	Industrial, Commercial, Government Customers, Public and Private Schools and Universities



Implementation of Two-Day a Week Watering Schedule
in Accordance with Sec. 32-144 Year-Round Water Use Management
of the City of Abilene Water Conservation Plan Ordinance

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Honorable Mayor and City Council Members

FROM: Misty Mayo, CEO Development Corporation of Abilene

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Economic Development Plan (Misty Mayo)

GENERAL INFORMATION

Approve the DCOA's Economic Development Plan.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - FY 25 Economic Development Plan
2. 2024-07 DCOA City Council Presentation - ED Plan Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
ECONOMIC DEVELOPMENT PLAN.**

WHEREAS, the DCOA's President, in consultation with the DCOA's Board of Directors, has reviewed the Economic Development Plan (the "**Plan**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the objectives and strategies detailed in the Plan are a culmination of extensive data analysis and thorough input from stakeholders, community leaders, and the DCOA leadership; and,

WHEREAS, the Plan is intended to evaluate the current and future needs of Abilene's economic development efforts; and,

WHEREAS, the DCOA requests that the City of Abilene approve the Plan.

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

PART 1. The City of Abilene hereby approves the Plan.

PART 2. The City of Abilene's approval of the Plan as set forth in this Resolution is the approval of the Plan as required by the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 25th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

DEVELOPING ABILENE. TOGETHER.

Business Retention and Expansion Mission with
Executives from Local Companies Touring
Dyess Air Force Base



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

OUR VISION

The Vision of the
Development Corporation of Abilene
is to build the future Abilene.

OUR MISSION

The Mission of the
Development Corporation of Abilene
is to lead economic growth in
Abilene by attracting and sustaining
industries that support job creation,
foster strong business, and ensure a
prosperous community.

ECONOMIC DEVELOPMENT STRATEGIC PLAN



BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

DCOA STRATEGIES FOR BUSINESS ATTRACTION



Strategies Include

- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis and target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data & software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.



DCOA STRATEGIES FOR BUSINESS RETENTION & EXPANSION



Strategies Include

- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.

DCOA STRATEGIES FOR WORKFORCE DEVELOPMENT



Strategies Include

- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.



DCOA STRATEGIES FOR MARKETING & BRAND MANAGEMENT



Strategies Include

- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.



DCOA STRATEGIES FOR REAL ESTATE



Strategies Include

- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.



DCOA STRATEGIES FOR EFFECTIVE OPERATIONS



Strategies Include

- Employ systems to ensure engagement of qualified and dedicated Staff and Board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilities.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.





Develop
Abilene

DEVELOPMENT CORPORATION
OF ABILENE

INTERNATIONAL ECONOMIC DEVELOPMENT ORGANIZATION OF THE YEAR

- The International Economic Development Council -



World-wide Recognition



**2023 EXCELLENCE
IN ECONOMIC
DEVELOPMENT
AWARDS**

Annual Report | Promotional Video | Social Media | Website | EDO of the Year



2023

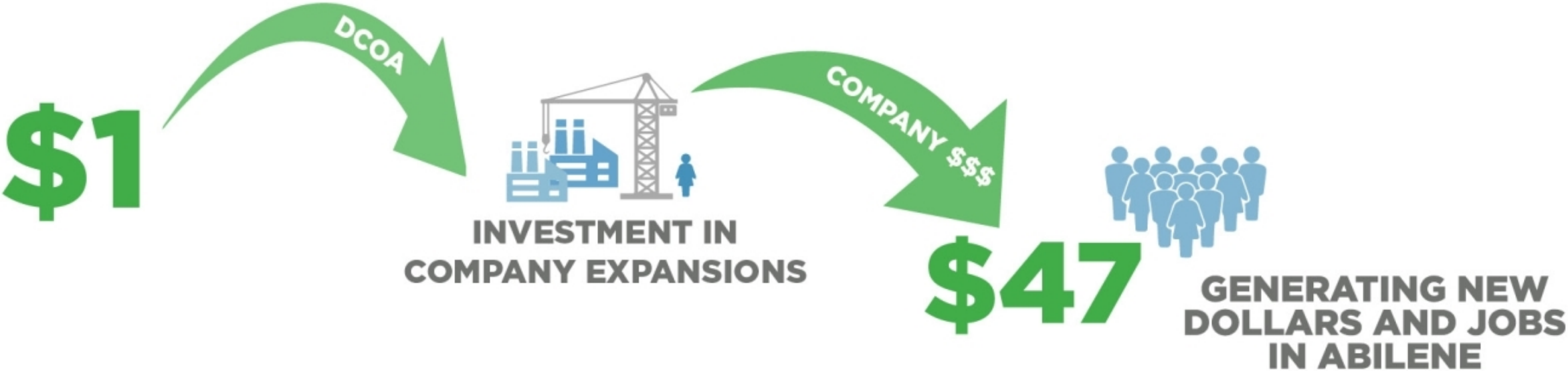


DevelopAbilene

DEVELOPMENT CORPORATION OF ABILENE

Scan to review
the full 2023
Annual Report





\$1.00 = \$47.84

35 YEARS OF DCOA'S CONTRIBUTION TO THE COMMUNITY

Capital Investment

\$3.43 BILLION

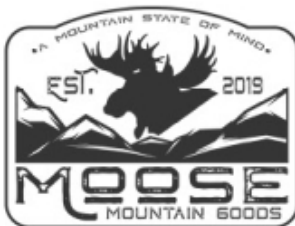
Jobs
Created

9,000+

Jobs
Retained

10,800+





DCOA IMPACT IN THE PAST FIVE YEARS



\$2.85 BILLION

TOTAL CAPITAL INVESTMENT

COMPANY COMMITMENTS TO THE COMMUNITY - CONTRACTED CAPITAL INVESTMENT

32 OF 39 PROJECTS

CONTRACTED WITH LOCAL, EXISTING COMPANIES

\$19.1 BILLION

10-YEAR ESTIMATED DIRECT AND INDIRECT
ECONOMIC IMPACT OF ALL COMPANY PROJECTS

\$1.6 MILLION

AWARDED TO 5 PROJECTS FOR DYESS AIR FORCE BASE

Source: Impact Dashboard - Economic Impact Modeling



ABILENE'S TARGET & EMERGING INDUSTRIES



ABILENE AT-A-GLANCE 2024



7.7% LOWER
COST OF LIVING THAN THE U.S.
Compared to 6.0% for Texas | Q4 2023

Top 10 Locations from which People Move to Abilene, Texas MSA from

- Outside Metro Area within US / Puerto Rico
- Dallas-Fort Worth-Arlington Metro Area
- Houston-The Woodlands-Sugar Land Metro Area
- San Antonio-New Braunfels Metro Area
- Amarillo Metro Area
- Asia
- Africa
- San Angelo Metro Area
- Europe
- Austin-Round Rock-Georgetown Metro Area

Most Recent American Community Survey



129,043

City of Abilene
Total Population
Q3 2023

181,581

Abilene Metropolitan
Statistical Area (MSA)
Total Population
Q3 2023

Sources: Jobs EQ | US Census Bureau



Development Corporation of Abilene Board of Directors



Shea Hall

Board Chair

Retired West Texas Outreach Director
for Senator Ted Cruz
Abilene Business Owner



Tracy Howle

Board Vice Chair

Area President
First Bank Texas



Sam Vinson

Board Secretary and Treasurer

President
Pine Street Capital



Floyd Miller

Board Member

Financial Advisor
Osaic Wealth, Inc.



Buddy Napier

Board Member

President
HGN Operating

DCOA Company Partners

Dyess Air Force Base	✓
Hendrick Health	✓
Abilene Independent School District	✓
City of Abilene	✓
Abilene State Supported Living Center	
Texas Department of Criminal Justice	✓
Abilene Christian University	✓
Blue Cross Blue Shield	✓
Wylie Independent School District	✓
Taylor County	
Tigé Boats	✓
Eagle Aviation Services, Inc.	✓
AbiMar Foods, Inc.	✓
Petrosmith	✓
First Financial Bank	
Hardin-Simmons University	✓
Cisco College	✓
Rentech Boiler Systems, Inc.	✓
Great Lakes Cheese	✓
McMurry University	
Coca-Cola Refreshments USA, Inc.	✓
Funeral Directors Life Investment Group	✓
Betty Hardwick Center	
Broadwind Heavy Towers	✓
Bridgestone Bandag, Inc.	✓



**20 OF ABILENE'S
25 LARGEST EMPLOYERS
HAVE WORKED WITH THE DCOA**

As Abilene’s economic driver, the DCOA wholly or partially funds a strategic network that aligns with the DCOA’s mission and objectives.



\$1.6 MILLION
IN DCOA MATCHING GRANTS SINCE 2020
FOR DYESS AIR FORCE BASE

DCOA IMPACT HAS TRIPLED IN THE PAST 5 YEARS



TRIPLED IMPACT on Jobs

TRIPLED IMPACT on Gross Product (area GDP)

*The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA*



Misty Mayo

President and CEO
Misty.Mayo@AbileneDCOA.com

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Misty Mayo

President and CEO
Misty.Mayo@AbileneDCOA.com



**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Honorable Mayor and City Council Members

FROM: Misty Mayo, CEO Development Corporation of Abilene

SUBJECT: **18. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Budget for the Development Corporation of Abilene, Inc. (*Misty Mayo*)

GENERAL INFORMATION

Approve DCOA's Annual Budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - FY 25 Budget
2. 2024-07 DCOA City Council Presentation - Budget Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
FISCAL YEAR 2025 BUDGET.**

WHEREAS, on June 24, 2024, the DCOA approved a Fiscal Year 2025 Budget (the "**FY25 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the DCOA requests that the City of Abilene approve the FY25 Budget.

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

PART 1. The City of Abilene hereby approves the FY25 Budget.

PART 2. The City of Abilene's approval of the FY25 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures, as set forth in the FY25 Budget, as required by the Texas Local Government Code and the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 25th day of July, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

STABILITY IN FY 2025

Total FY 2025 Forecasted Revenue (Line 4)	18,730,031
Total Expenses for Operations & Strategic Plan Initiatives (Line 24)	(7,915,808)
Total FY 2025 Incentives & Fixed Assets Budget (Line 29)	(10,814,223)
Total Change in Net Assets for FY 2025	\$0.00

Key Adjustments:

Salaries & Benefits:
\$75,191 | Line 5

Both FY 2024 & FY 2025 have budgeted for 12 FTEs. The DCOA anticipates a 40% increase in the number of employees who will select to use healthcare benefits in 2025. This also considers that annual inflation for FY 2024 has averaged 3.4%.

Business Insurance:
\$52,777 | Line 6

Insurance coverage is vital for the DCOA to leverage it's fixed and real estate assets to attract and sustain companies in Abilene. This represents insurance for 15 buildings and structures.

IT Software, Cybersecurity & Equipment:
\$26,570 | Line 7

In line with the DCOA's strategic plan, the expansion of data and software assets are necessary for the DCOA to continue next-level analysis for business attraction and retention & expansion efforts.

PROPOSED FISCAL YEAR 2025 BUDGET



	Budget Category	FY 2025 Budget	FY 2024 Budget	\$ Change Compared to FY 2024 Budget
1	Investment & Interest Income	129,380	129,380	-
2	Lease Revenue	3,525,243	3,498,993	26,250
3	Sales Tax Revenue	15,075,408	14,988,977	86,430
4	Total Revenue	18,730,031	18,617,350	112,681

	Budget Category	FY 2025 Budget	FY 2024 Budget	\$ Change Compared to FY 2024 Budget
5	Salaries & Benefits	1,789,674	1,714,483	75,191
6	Business Insurance	684,144	631,368	52,777
7	IT Software, Cybersecurity & Equipment	182,850	156,280	26,570
8	Marketing & Brand Management	1,507,541	1,498,898	8,643
9	Office Furniture, Equipment & Supplies	137,000	137,000	-
10	Facilities & Land Management	1,020,000	1,000,000	20,000
11	Property Taxes	15,360	15,360	-
12	Consulting & Strategic Studies	400,000	400,000	-
13	Professional Education & Training	125,000	150,000	(25,000)
14	Utilities	82,280	82,280	-
15	Total Expenses Lines 5-14	5,943,849	5,785,668	158,181

Anticipated Marketing & Brand Management Expenses
Business Attraction
Marketing Missions <i>(Travel)</i>
Website <i>(including Maintenance & Upgrades)</i>
Advertising
Abilene Site Tours - Prospects
Direct Marketing Campaigns
Customer Relationship Management
Collateral & Printed Materials
Maps
Search Engine Optimization
Geofencing Strategies
Social Media
Digital Media
\$1,507,541

PROPOSED FISCAL YEAR 2025 BUDGET



	Budget Category	FY 2025 Budget	FY 2024 Budget	\$ Change Compared to FY 2024 Budget
16	Workforce Development Initiatives	400,000	400,000	-
17	Military Affairs Committee	437,000	437,000	-
18	Abilene Regional Growth Alliance	325,000	350,000	(25,000)
19	Small Business Development Corporation	253,000	253,000	-
20	ABI Regional Airport Business Development	231,959	231,959	-
21	Entrepreneurial Programs (including ACU Griggs Center)	25,000	45,500	(20,500)
22	Business Retention & Expansion	300,000	300,000	-
23	Total Expenses Lines 16-22	1,971,959	2,017,459	(45,500)
24	Total Expenses for Operations & Strategic Plan Initiatives (Line 15 + Line 23)	7,915,808	7,803,127	112,681
25	Amount Reserved for Incentives & Capital Expenditures (Line 4 minus Line 24)	10,814,223	10,814,223	0.00
	FY 2025 Incentives & Fixed Assets Budget	FY 2025 Budget	FY 2024 Budget	\$ Change Compared to FY 2024 Budget
26	FY 2025 Business Attraction and Retention & Expansion Incentives	5,000,000	2,000,000	3,000,000
27	FY 2025 Capital Improvement Projects	2,000,000	2,000,000	-
28	FY 2025 Land Acquisition & Land Improvements	3,814,223	6,814,223	(3,000,000)
29		10,814,223	10,814,223	0.00

FY 2025 Expense Increase
\$112,681
1.4%

PREVIOUSLY-APPROVED FISCAL YEAR 2025 EXISTING
MULTI-YEAR ECONOMIC DEVELOPMENT CONTRACTS



Fiscal Year 2025 Existing Multi-Year Economic Development Contracts Earning Principal Reductions (Noncash*) For PREVIOUSLY APPROVED Multi-Year Contracts	Approved & Contracted Multi-Year Expenses	Anticipated Percent Completion of the DCOA's Previously Approved Commitments For Fiscal Year 2025 Existing Multi-Year Economic Development Contracts (Noncash*)
BE in Abilene 2019	200,000	100%
BE in Abilene 2020	250,000	100%
Funeral Directors Life Insurance Company (FDLIC) 2020	1,035,000	100%
Hartmann's, Inc. Project ISO 2020	900,000	0%
AbiMar Foods Project Windmill 2020	2,000,000	67%
Primal Pet Group Project Tiger 2021	3,160,000	49%
Bavarian Polymers Project Threshold 2020	400,000	60%
Primal Pet Group Project Fox Hill 2022	1,372,988	13%
TOTAL Multi-Year Economic Development Contracts Earning Principal Reductions	9,317,988	34.7%

Accumulated Depreciation Recognized (NonCash*)	FY 2025 Depreciation Forecast (Annual)
Buildings & Improvements	721,041
Improvements other than buildings	786,753
Total Fixed Assets	1,507,794

These are the estimated noncash expenses for multi-year incentives & depreciation
from fixed assets that have been previously approved in prior years.

PREVIOUSLY-APPROVED FISCAL YEAR 2025 EXISTING MULTI-YEAR ECONOMIC DEVELOPMENT CONTRACTS



Fiscal Year 2025 Existing Multi-Year Economic Development Contracts (Cash*) For <u>PREVIOUSLY APPROVED</u> Multi-Year Contracts	Approved & Contracted Multi-Year Expenses	Anticipated Percent Completion of the DCOA's Previously Approved Commitments <i>For Fiscal Year 2025 Existing Multi-Year Economic Development Contracts (Cash*)</i>
AbiMar Foods Project Zephyr 2024	463,100	100%
City of Abilene Street Maintenance Fund 2024-2028	10,000,000	21%
Dyess Air Force Base Military Installation Resilience Matching Grant 2024	50,000	50%
ABI Windows Project Bonanza 2023	6,315,000	83%
Hendrick Health Project Saldo 2023	909,500	40%
Petrosmith Project Morello 2023	2,750,000	14%
Bridgestone Bandag Project Eagle II 2022	6,000,000	50%
Broadwind Heavy Fabrications Project Backbone 2022	400,000	75%
Dyess Air Force Base Defense Economic Adjustment Assistance Grant Matching Grant 2022	300,000	100%
Great Lakes Cheese Project Legacy 2021	30,000,000	93%
Hendrick Health Project Double T 2021	1,540,000	67%
Lancium Project Artemis 2021	2,500,000	100%
Marigold & Fulwiler Street Upgrade Economic Development Administration Matching Grant 2021	787,500	100%
NEXT Lab Project Future Hope 2021	2,930,000	80%
United Ag & Turf Project Grasshopper 2021	500,000	80%
City of Abilene Street Maintenance Fund 2019-2023	8,500,000	100%
Texas State Technical College New Abilene Campus 2017	4,179,600	62%
TOTAL Multi-Year Economic Development Contracts	78,124,700	74.7%

These are the estimated cash disbursements for the incentives earned by companies contracted
with the DCOA that have been previously approved in prior years.

DCOA IMPACT HAS TRIPLED IN THE PAST 5 YEARS



TRIPLED IMPACT on Jobs

TRIPLED IMPACT on Gross Product (area GDP)

*The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA*



Misty Mayo

President and CEO
Misty.Mayo@AbileneDCOA.com



**City Council
Agenda Memo**

City Council Meeting Date: 7/25/2024

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

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

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

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

Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

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