City of Abilene
City Council Agenda

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

Weldon Hurt, Mayor

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

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on October 17, 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 Blaise Regan

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamations:**

- Disability Awareness Month

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 26, 2024, and the Regular Meeting Held on October 3, 2024 ***(Shawna Atkinson)***

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Donate the Carver Park Playground and Shade Structure to Abilene Volunteer Services Council ***(Lesli Andrews)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Enter into a Contract with Campos Engineering, Inc. for Building Commissioning Services, which is a Process that Checks Document Design, Installation, Testing, Training, and Operation of Building Systems ***(Lesli Andrews)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Bid CB-2500 to 1st Priority Environmental Services, LLC. for the Polymer Gymnasium Floor Abatement at Cesar Chavez Recreation Center ***(Lesli Andrews)***

7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Increase of the Car Rental Customer Facility Charge to $4.50 Per Day ***(Don Green)***

8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Change Order No. 1 to the Contract with Adventures Outback LP, dba AO Services, for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project ***(Rodney Taylor)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Hardware, Software and Services to Provision Additional Mobile Dispatch Computers for the Police Department from Dell Via the Contract Using the Texas Contract, DIR-TSO-3763 ***(Troy Swanson)***

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Additional Hardware and Services from RCN Technologies for the Police Department as a Provider of Wireless Communication Hardware Through the Texas State Contract DIR-CPO-4458 and the OMNIA Partners Contract #R200803 ***(Troy Swanson)***

11. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase 21 Additional WatchGuard systems, Warranty Services, and Storage Services for the Police Department from Motorola Solutions as a Provider via Texas State Contract DIR-TSO-4101 ***(Troy Swanson)***

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Annual Subscription Support Services from OpenGov for the Cartegraph Asset Management Software System ***(Troy Swanson)***

13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Interlocal Agreement with Taylor County and Betty Hardwick for Two Jail Navigator Position ***(Rondell Seratte)***

14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with the Abilene Library Consortium ***(Julee Hammer)***

15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the

City Manager to Approve Library Materials Purchases from Midwest Tape for Hoopla ***(Julee Hammer)***

16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Baker & Taylor ***(Julee Hammer)***

17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with OverDrive ***(Julee Hammer)***

18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending Resolution 192-2023 to Add Coleman County State Bank as an Approved Lender and to Amend the Incentive Payout for Major Renovations and Amend the Chapter 380 Agreement Forms ***(Tim Littlejohn)***

19. **Ordinance (First Reading) CUP-2024-09:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to Allow an Antenna Tower – Commercial at 2588 East Lake Road ***(Tim Littlejohn)***

20. **Ordinance (First Reading) TC-2024-02:** Receive a Report, Hold a Discussion and Take Action on a Request from the City of Abilene to Abandon Certain Portions of Right-of-Way (ROW) along Oldham Lane. Specifically, 10 Feet of ROW Adjacent to the Following Lots: Lots 1-4, Block A, Oldham Farms Addition, Section 1; Lot 1, Block A, Oldham Farms Addition, Section 2; Lots 203, 2, and 101, Oldham Farms Addition, Section 3; Lot 1, Block A, Don Fite Addition; Lots 201 and 202, Block A, Oldham Lane Church of Christ Addition and; Lot 35, Block A, Bunny Run Addition, Section 2, Abilene, Taylor County, Texas ***(Tim Littlejohn)***

21. **Ordinance (First Reading) Z-2024-27:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Law Firm of Chaile Allen, PLLC, to Change the Zoning of Approximately 0.49 Acres from Central Business to Planned Development District 189 to Allow the Outdoor Storage of Freight Containers, Located At 633 and 641 Pecan Street, Abilene, Texas ***(Tim Littlejohn)***

22. **Ordinance (First Reading) Z-2024-28:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.30 Acres from Residential Single-Family (RS-6) to Heavy Commercial (HC), Located at 602 & 610 N 16th Street ***(Tim Littlejohn)***

23. **Ordinance (First Reading) Z-2024-29:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 4.78 Acres from Multi-Family (MF) to a Planned Development District (PDD-188) that Proposes Townhomes with a Maximum of Two Dwelling Units, and Duplexes. Located at 898-991 Minda Street ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

24. **Ordinance (First Reading):** Receive a Report, Hold a Discussion, Public Hearing and Take Action on Temporarily Suspending the Fluoridation of the City of Abilene's Water Supply, and **Discussion Only** regarding a Permanent Termination of Fluoridation of the City's Water Supply ***(Robert Hanna)***

25. **Discussion:** Receive a Report, Hold a Discussion and Public Hearing, and Take Direction on a Possible Amendment to the Sign Ordinance Regarding Off-Site Advertising ***(Tim Littlejohn)***

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

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

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 11th day of October, 2024, at 1:30 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 26, 2024, and the Regular Meeting Held on October 3, 2024 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on September 26, 2024, and the Regular Meeting Held on October 3, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 09-26-2024 Minutes - Regular - Morning

2. 10-03-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
September 26, 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 September 26, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Brian Yates delivered the invocation.

Hillary Harmon and Isaac Messenger, both 5th Graders from Taylor Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Recognition:
  - Abilene WIC's State Award for Customer Service – accepted by the WIC office staff.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-24. Items 21 and 24 were pulled for individual consideration.

Items pulled for individual consideration:

- Item 21: Councilmember Price
- Item 24: Councilmember Regan

PUBLIC COMMENTS

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

- John Jacoby
- Tammy Fogle

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

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda now consisting of items 3-20 and 22-23. Deputy Mayor Pro-tem Craver seconded the motion. Motion carried.

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 8, 2024

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2479 to Teinert Construction to Build Fire Station #9
[ASSIGNED RESOLUTION NO. 209-2024]

5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2477 N. 18th St. Rehabilitation Project to J.H.Strain & Sons, Inc.
[ASSIGNED RESOLUTION NO. 210-2024]

6. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2478 S. 7th St. Reconstruction Project to J.H.Strain & Sons, Inc.
[ASSIGNED RESOLUTION NO. 211-2024]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Bids from Noble Supply and Logostocs and Ghost Robotics for Defense Economic Adjustment Assistance Grant (DEAAG) Project in Support of Dyess Air Force Base
[ASSIGNED RESOLUTION NO. 212-2024]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Annual Materials Bid #CB-2482
[ASSIGNED RESOLUTION NO. 213-2024]

9. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase One (1) 2025 Freightliner 114SD Roll Off Refuse Truck from Solid Waste through HGAC Co-operative Contract # HT06-20
[ASSIGNED RESOLUTION NO. 214-2024]

10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Scientel Solutions, LLC to Install New Microwave Communications Equipment
[ASSIGNED RESOLUTION NO. 215-2024]

11. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Alliance Work Partners to Provide Employee Assistance Program Coverage
[ASSIGNED RESOLUTION NO. 216-2024]

12. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Amendment of the Current Contract with Resource Data, Inc. as a Provider of Geographical Information Services
[ASSIGNED RESOLUTION NO. 217-2024]

13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Purchase of Microfiltration Modules from Aria Filtra, a Division of Trojan Technologies Corp., for the Hargesheimer Water Treatment Plant and for the Possum Kingdom Raw Water Roughing Facility
[ASSIGNED RESOLUTION NO. 218-2024]

14. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2025
[ASSIGNED RESOLUTION NO. 219-2024]

15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 1 to the Contract with Dowtech Specialty Contractors, Inc. for the Hamby WRF Improvements Ph 2
[ASSIGNED RESOLUTION NO. 220-2024]

16. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Amendment No. 1 to the Contract with Enprotec/Hibbs and Todd, Inc. for the Dry Polymer Feed, Sodium Hydroxide Tanks and Grimes Evaluation
[ASSIGNED RESOLUTION NO. 221-2024]

17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Pine Street Water Line Replacement
[ASSIGNED RESOLUTION NO. 222-2024]

19. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Risk Management Software from ClearRisk Using SHI Cooperative Pricing
[ASSIGNED RESOLUTION NO. 224-2024]

20. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the Purchase of Cyber Liability for the City of Abilene through the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for Fiscal Year 2025
[ASSIGNED RESOLUTION NO. 225-2024]

22. Ordinance (First Reading) CUP-2024-07: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to the Property at 8302 Military Drive, to Allow a Concrete Batch Plant

23. Ordinance (First Reading) Z-2024-24: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.91 Acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF), Located at 3141 Grape Street

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

21. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending Resolution 200-2019 Regarding Public Information Act Requests
[ASSIGNED RESOLUTION NO. 226-2024]

Having pulled the item, Councilmember Price wanted to clarify that these changes will only apply to city appointed boards, and not independent boards like the MPO Board and the Fireman's Board.

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

- Tammy Fogle

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

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

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

24. Ordinance (First Reading) Z-2024-25: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.47 Acres from Office (O) to Neighborhood Retail (NR), Located at 317 North Willis Street

Having pulled the item, Councilmember Regan stated he inadvertently pulled this item when he meant to abstain from it and pull item 18 instead.

Councilmember Regan had a conflict of interest on this item and left the room during deliberation and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

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

- Karen Light

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

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

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

18. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute a Water Supply Agreement with Thompson Golf Group, LLC for the Purchase and Use of Reclaimed Water
[ASSIGNED RESOLUTION NO. 223-2024]

Due to incorrectly pulling the wrong item from Consent, Councilmember Regan moved to reconsider item 18 that was passed with the consent agenda. Councilmember Yates seconded the motion. Motion carried and the item was reconsidered.

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

Having pulled the item, Councilmember Regan had concerns about the rate in the contract and thought it should be raised. Mr. Hanna clarified that this is the same deal we had with the previous owner, just transferring it to the new owner, and all the rates for effluent water are the same as this.

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

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

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

REGULAR AGENDA

25. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 8, Article VI, "Code and other Regulations", Division 2,"Building Code" Section 8-481 and Division 7 "Residential Code" Section 8-581
[ASSIGNED ORDINANCE NO. 45-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the City Code to match the 2021 IBC Section 423.4 by removing this section and removing the 3/8" sheathing portion of the table.

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

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

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

26. Presentation: Receive a Report, Hold a Discussion and Public Hearing Regarding Lead Service Line Inventory - Water Utilities Department

Rodney Taylor, Director of Water Utilities, presented the item. Mr. Taylor presented the rule that went into place on lead and copper in drinking water systems, the inventory they have done to determine which services lines are lead or galvanized, and then presented a demo on how citizens can find out if their service line is lead or galvanized and what they can do if so.

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

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:31 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

19.A.551.071 (Consultation with Attorney)
1. Alton H Smith Jr. and Alicia Malorie Smith v. City of Abilene, Texas
2. Mary Lou Gonzalez v. City of Abilene, Board of Building Standards

19.D.551.074 (Personnel Matters)
1. City Secretary
2. Municipal Court Judge

The Executive Session ended at 10:44 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

28. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the Municipal Court Judge
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:31 a.m., and ended at 10:44 a.m. No votes or actions were taken at that time.

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

Mayor Pro-tem McAlister moved to approve the item as presented. Councilmember 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

29. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Secretary
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:31 a.m., and ended at 10:44 a.m. No votes or actions were taken at that time.

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

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

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

ADJOURNMENT

There being no further business, the meeting adjourned at 10:46 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
October 3, 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 October 3, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Weldon Hurt delivered the invocation.

Dani de la Vega and Desmond Egly, both 4th Graders from Stafford Elementary, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Awards:
  - Baker Bryant – 35 Years – Fire Department
  - Cortney Ruiz – 25 Years – Police Department
  - Randy Baily – 20 Years – Public Works
  - Travis McClure – 20 Years – Public Works
- Proclamations:
  - National Physical Therapy Month – accepted by Hardin-Simmons University Physical Therapy students and staff
  - Fire Prevention Week – accepted by the Fire Marshal Jeremy Williams.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-9. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Tammy Fogle

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

CONSENT AGENDA

Councilmember Yates moved to approve the consent agenda consisting of items 4-9. 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

Mayor Pro-tem McAlister had a conflict of interest on item 6 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 6 alone was:

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

4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Nominate a Member to the Taylor County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 229-2024]

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2484 to Epic Construction for the Zoo Parking Lot and Lighting Improvements
[ASSIGNED RESOLUTION NO. 230-2024]

6. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving Public Hearing and Financing by the National Finance Authority for the Benefit of Abilene Christian University and Related Matters
[ASSIGNED RESOLUTION NO. 231-2024]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Second Amendment for Geographical Information Services in the Fiscal Year 2025 with Resource Data, Inc.
[ASSIGNED RESOLUTION NO. 232-2024]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Adopting a Supplement to the 2024 Water Conservation and Drought Contingency Plan
[ASSIGNED RESOLUTION NO. 233-2024]

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Change Order #1 for Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvement Contract
[ASSIGNED RESOLUTION NO. 234-2024]

REGULAR AGENDA

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Public Safety and Airport Projects
[ASSIGNED RESOLUTION NO. 235-2024]

Councilmember Beard had a conflict of interest on this item and left the room during deliberation and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the publication of a notice of intention to issue combination tax and revenue certificates of obligation for public safety and airport projects.

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

- Tammy Fogle
- Eric Bengs

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

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

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

11. Ordinance (Final Reading) CUP-2024-07: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Apply a Conditional Use Permit to the Property at 8302 Military Drive, to Allow a Concrete Batch Plant
[ASSIGNED ORDINANCE NO. 46-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit (CUP) at the above referenced location, to allow for a concrete batch plant. This plant would be used for construction purposes on Dyess Air Force Base.

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

Mayor Pro-tem McAlister moved to approve the item as presented. Councilmember 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

12. Ordinance (Final Reading) Z-2024-24: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.91 Acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF), Located at 3141 Grape Street
[ASSIGNED ORDINANCE NO. 47-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF).

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

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

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

13. Ordinance (Final Reading) Z-2024-25: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.47 Acres from Office (O) to Neighborhood Retail (NR), Located at 317 North Willis Street
[ASSIGNED ORDINANCE NO. 48-2024]

Councilmember Regan had a conflict of interest on this item and left the room during deliberation and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Office (O) to Neighborhood Retail (NR).

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

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

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

14. Presentation: Receive a Report and Hold a Discussion and Public Hearing on Fluoridation of the City's Water Supply

Robert Hanna, City Manager, presented the item. Mr. Hanna presented the history and background on fluoride in the City's water, and asked for council's direction on how they wanted to move forward. The consensus was to continue to temporarily suspend the additional fluoride added to the city's water supply, and for the City Attorney to draft an ordinance to be discussed at the next council meeting backing this up. This ordinance would give the council several options on how to move forward with this.

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

- Ashley Hurly (did not wish to speak)
- Chris Turner
- Jennifer Bell
- Wendy Hartshorn
- Susan Perry
- Carolyn Dupuis
- Tammy Fogle

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

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:28 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

15.A.551.071 (Consultation with Attorney)
1. PFAS Litigation

15.C.551.073 (Deliberations about Gifts and Donations)
1. Storybook Gardens 2
2. 101 Cypress Street Parking

15.D.551.074 (Personnel Matters)
1. City Manager

Mayor Hurt left the meeting at the conclusion of Executive Session. Mayor Pro-tem McAlister presided over the remainder of the meeting

The Executive Session ended at 11:18 a.m. and reconvened to Open Session. Mayor Pro-tem McAlister reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:18 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Donate the Carver Park Playground and Shade Structure to Abilene Volunteer Services Council *(Lesli Andrews)***

GENERAL INFORMATION

The citizens of Abilene voted to pass a 2023 bond for the development of two recreation centers to replace the existing Cesar Chavez and G.V. Daniels Recreation Centers.

The City of Abilene was contacted about the donation of the playground equipment and shade structure currently located at Carver Park to the Abilene State Supported Living Center, for their residents. The Texas Constitution, Art. III, § 52(a) and Art. XI, § 3 generally prohibits the donation or gift of property by a municipality to a private entity or person. A municipality may make a donation or gift of property if (1) the conveyance will serve a predominantly public purpose of the city; (2) the city will retain sufficient control to ensure the public purpose is carried out; and (3) the city will receive a return benefit. The playground and shade structure at Carver Park have minimal monetary value to the City of Abilene, and the public is better served if the Carver Park playground and shade structure are donated to Abilene Volunteer Services Council. Abilene Volunteer Services Council is a nonprofit for the people who live at Abilene State Supported Living Center.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There will not be any fiscal impact on the City's budget. Abilene Volunteer Services Council will pick up and transport the donated items.

STAFF RECOMMENDATION

Staff recommends the approval of authorizing the City Manager to donate the Carver Park playground and shade structure to Abilene Volunteer Services Council.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_10_17 Resolution Authorizing Playground Donation (2)
2. 24_10_17 Presentation Carver Playground and Shade Structure Donation (2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE DONATION OF CARVER PARK PLAYGROUND WITH SHADE STRUCTURE AND PAVILION TO ABILENE VOLUNTEER SERVICES COUNCIL.

WHEREAS, the citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace existing Cesar Chavez and GV Daniels Recreation Centers; and

WHEREAS, the replacement of the existing playground next to G.V. Daniels Recreation Center located in Carver Park was included in the development of the new G.V. Daniels Recreation Center; and

WHEREAS, the Texas Constitution, Art. III, § 52(a) and Art. XI, § 3 generally prohibit the donation or gift of property by a municipality to a private entity or person; and

WHEREAS, a municipality may make a donation or gift of property if (1) the conveyance will serve a predominantly public purpose of the city; (2) the city will retain sufficient control to ensure the public purpose is carried out; and (3) the city will receive return benefit; and

WHEREAS, the playground and shade structure at Carver Park have minimal monetary value to the City of Abilene, and the public is better served if the Carver Park playground with shade structure and pavilion are donated to local non-profit organization for distribution to the public; and

WHEREAS, the City Council, City of Abilene, finds that the donation of the playground with shade structure and pavilion to Abilene Volunteer Services Council, a local non-profit organization, will serve a predominately public purpose, the city will retain sufficient control to ensure the public purpose is carried out, and the city will receive a benefit.

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

Part 1: That the City Manager is authorized to donate the Carver Park playground with shade structure and pavilion to Abilene Volunteer Services Council, a local non-profit organization, to serve the public purpose.

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

ADOPTED this 17th day of October 2024.

ATTEST:

_____	_____
Shawna Atkinson, City Secretary	Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Contract Authorizing the Donation of Carver Park Playground With Shade Structure and Pavilion

October 17, 2024

CITY OF ABILENE TEXAS

General Information:

- The citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace existing Cesar Chavez and GV Daniels Recreation Centers.

- The replacement of the existing playground next to G.V. Daniels Recreation Center located in Carver Park was included in the development of the new G.V. Daniels Recreation Center.

- The playground with shade structure and pavilion at Carver Park have minimal monetary value to the City of Abilene, and the public is better served if the Carver Park playground with shade structure and pavilion are donated to Abilene Volunteer Services Council.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Enter into a Contract with Campos Engineering, Inc. for Building Commissioning Services, which is a Process that Checks Document Design, Installation, Testing, Training, and Operation of Building Systems *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene issued a Request for Qualifications (RFQ) for Building Commissioning on September 5, 2024. We received nine responses. The responses were reviewed by a committee of members from City Administration and Parks and Recreation Department.

Building commissioning is a process that checks and documents the design, installation, and testing of a building's systems according to the requirements of the owner. Building commissioning also helps correct deficiencies found through their analysis and works with contractors and the City to address the issues. It includes training of the owner's facilities staff in order to understand and operate the building systems efficiently. For new buildings, the commissioning company evaluates the building, according to scope, prior to the City accepting the building as complete. This should vastly reduce the amount of work orders and issues the City incurs during and after the warranty period. This results in a reduction in overall maintenance costs as well as potentially extended life cycles for building operational systems. Retroactive Commissioning is also available for current buildings to help design and prepare a strategy for changes needed to make equipment operate within the design, manufacturers' specifications, and operation of the building.

City staff recommends entering into a contract with Campos Engineering, Inc. for building commissioning services for City of Abilene buildings. This scope of work may choose certain areas of service based on the needs of the building. This may include electrical systems, HVAC systems, plumbing systems, roofing and building envelope, roof drains and guttering, fire

protection equipment and devices, security, elevators and escalators. The tasks could include pre-construction, during construction, and post-construction, as well as retro construction evaluations and testing.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There will not be an initial fiscal impact on entering into a contract with Campos Engineering, Inc. Once this contract is approved, staff will negotiate Task Orders setting the scope and cost on a per-project basis.

STAFF RECOMMENDATION

Staff recommends approval of the City Manager entering into a contract with Campos Engineering, Inc. for Building Commissioning.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_10_17 Resolution Contract Campos Engineering for Commissioning Buildings
2. MA_Campus Commissioning Contract 10172024
3. Building Commissioning RFP Grading sheet
4. 24_10_17 Presentation - Contract Campos Engineering for Building Commissioning

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CAMPOS ENGINEERING, INC. FOR BUILDING COMMISSIONING SERVICES.

WHEREAS, Building Commissioning Services is a process that checks and documents the design, installation, and testing of a building's systems according to the requirements of the owner. This results in a reduction of overall maintenance costs as well as potentially extending life cycles for building operational systems; and

WHEREAS, the City of Abilene received a Request for Qualifications (RFQ) for Building Commissioning Services on September 5, 2024.; and

WHEREAS, nine bids were received; and

WHEREAS, the City completed evaluations of all bids and determined that Campos Engineering, Inc. is the best value bid; and

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 Campos Engineering, Inc. for Building Commissioning Services.

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

ADOPTED this 17th day of October 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 17. day of October, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Campos Engineering, Inc., a Company. organized under the laws of the State of Texas. ("Professional").

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

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

Professional must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Professional's employees while in the vicinity where the work is

being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Professional or Professional's employees.

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

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

Professional's duty to defend shall not arise from claims made on the basis of Professional's Professional Liability.

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
X1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
X2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
X3.	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)
X4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

If, through any cause, the Professional fails to fulfill its obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the rights to seek cure per Texas Law including the right to terminate this contract. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Lesli Andrews
633 Walnut
Abilene, Texas 79601

Professional – ATTN:
Tony Casagrande
1331 River Bend Drive
Dallas, Texas 75247

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name: Robert Hanna

Title: City Manager

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By:

Name: Tony Casagrande

Title: President

Address: 1331 River Bend Drive
Dallas, TX 75247

Phone Number: 2147-696-6291

Federal Tax ID#: 75-1887358

ATTEST: (if corporation)

Principal,Secretary

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

COMMISSIONING SERVICES

This scope of work may include all items listed but shall not be limited to. The City may choose certain areas of service based on the need of the building. Task Orders expected to be issued by the City under this contract:

Pre Construction

● Review design documents

● Assist owner in determining if proposed equipment and design is meeting the intent of the building and owner needs.

● Attend pre-build and design meetings when necessary.

● Develop a commissioning schedule for when construction starts and will need to be approved by City representatives.

During Construction

● Commissioning agents will need to visit the construction site based on pre construction schedule or as needed by City's request.

● Review construction documents and change order requests as needed.

● Inspect all trades for proper installation, materials used, and craftsmanship to ensure manufacturers specifications and design specifications. This will be at critical intervals throughout the construction process agreed upon by the commissioning agent and owner before or during the construction progress.

● Functional performance and acceptance testing will need to be performed during the construction phase.

● Commissioning reports and progress will need to be reviewed with the City representative throughout the project.

● Commissioning agents will be required to coordinate deficiencies, defects, and corrections with the project manager, general contractor, and sub contractors.

Post Construction

● Commision agent will need to ensure all deficiencies noted throughout the construction process by the building owner and/or commissioning agent will need to have been addressed and corrected before final signoff of the building.

● Provide building owner copies of all final commissioning reports.

● Commission agents will need to provide and organize training of City staff and system manuals.

● Develop or ensure Sequence of Operations is followed for all controlled equipment.

● Warranty follow-ups

Retroactive Commissioning

● Review plans and documents pertaining to equipment and building

● Perform on site inspections and evaluates

● Design and prepare strategy for changes needed to make equipment operate within the design, manufacturers specifications, and operation of the building.

● Coordinate with contractors and building owners

● Final commissioning reports delivered to building owners

Systems to be commissioned but not limited to

1)All electrical systems including but not limited to-

● Lighting controls

● Generators, transfer equipment, emergency power systems

● Emergency lighting

2)All HVAC systems including but not limited to-

● Chillers

● Pumps associated with boilers and chilled water systems

● VRF’s

● VAV

● Rooftops

● Split systems and mini splits

● Air handlers

● Building Automation System

● Air balance testing

● Building pressure testing

● Humidity control

3)Plumbing systems including but not limited to-

● Boilers and water heaters

● mixing valves

● flush valves

● water pressure and flow

● sanitary systems

4)Roofing and Building Envelope

5)Roof drains and guttering

6)Fire protection equipment and devices, security

7)Elevators and escalators

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Click or tap here to enter text. per hour, or per the attached schedule, not to exceed $Click or tap here to enter text..

Professional 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 requested by the City, the Professional 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 agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

OPTION 3 ___

Payment is a fixed fee amount of $TBD. payable per Task Order 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 requested by the City, the Professional 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 agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2) ___

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. By signing this Contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the Contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

City of Abilene - Building Commisioning RFP Final Grading Totals

Summary

Rankings after evaluation of proposals

Firm	Points
TMCx	69%
TLC	81%
DBR	79%
Parkhill	77%
Campos	89%
Infinity	57%
Leaf+Beam	67%
Bernhard	65%
Mckinstry	73%

Firm Name:		TMCx		TLC		DBR		Parkhill		Campos	
		Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score
Experience	45%	35%	77.77	37%	82.22	38%	84.44	38%	84.44	40%	88.15
Proposed Management Plan	35%	25%	72.37	28%	80.00	30%	85.71	24%	68.57	32%	90.47
Experience in West Central Tx	20%	9%	45.00	16%	78.33	11%	55.00	15%	75.00	18%	88.33
		69%		**81%**		**79%**		**77%**		**89%**	

Infinity		Leaf+Beam		Bernhard		McKinstry	
Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score
32%	70.37	34%	75.55	36%	79.25	37%	82.96
15%	42.85	25%	72.38	23%	64.76	30%	86.66
10%	51.66	7%	36.60	7%	33.33	5%	26.66
57%		**67%**		**65%**		**73%**	

Enter Into Contract with Campos Engineering for Building Commissioning Services

October 17, 2024

CITY OF ABILENE TEXAS

General Information:

- Building Commissioning Services is a process that checks and documents the design, installation, and testing of a building's systems according to the requirements of the owner. This results in a reduction of overall maintenance costs as well as potentially extending life cycles for building operational systems.

- Building commissioning also helps correct deficiencies found through their analysis and works with contractors as well as the City to address the issues. It includes training of the owner's facilities staff in order to understand and operate the building systems efficiently.

- The City of Abilene received a Request for Qualifications (RFQ) for Building Commissioning Services on September 5, 2024.

- The City completed evaluations of all bids and determined that Campos Engineering, Inc. is the best value bid.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Bid CB-2500 to 1st Priority Environmental Services, LLC. for the Polymer Gymnasium Floor Abatement at Cesar Chavez Recreation Center *(Lesli Andrews)***

GENERAL INFORMATION

The citizens of Abilene voted to pass a 2023 bond for the development of two recreation centers to replace the existing Cesar Chavez and G.V. Daniels Recreation Centers. As part of the projects, the polymer gymnasium flooring at Cesar Chavez Recreation Center must be abated. The City received three Best Value bids on October 1, 2024. The Committee evaluated the bids, and 1st Priority Environmental Services, LLC. was determined to be the Best Value bidder for the project.

SPECIAL CONSIDERATIONS

The bid submitted by Team Enterprise was incomplete and was rejected for evaluation.

The work will begin approximately October 28, 2024 and should be completed by the end of November.

FUNDING/FISCAL IMPACT

The $194,320 for the polymer gymnasium abatement will be paid by the 2023 Recreation Center bond fund.

STAFF RECOMMENDATION

Staff recommends approval of Bid CB-2500 to 1st Priority Environmental Services, LLC. for the Polymer Gymnasium Floor Abatement at Cesar Chavez Recreation Center.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_10_17 Resolution 1 Priority Chavez Abatement
2. Signed Document_241004_094057
3. CB2500TAB
4. 24_10_17 Presentation - 1 Priority Environmental Services Chavez

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH 1st PRIORITY ENVIRONMENTAL SERVICES, LLC. FOR THE POLYMER FLOOR ABATEMENT OF CESAR CHAVEZ RECREATION CENTER.

WHEREAS, the citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace existing Cesar Chavez and G.V. Daniels Recreation Centers; and

WHEREAS, on October 1, 2024 Requests for Bids were received for abatement of Cesar Chavez Recreation Center; and

WHEREAS, multiple bids were received; and

WHEREAS, 1st Priority Environmental Services, LLC. was determined to have submitted the Best Value at a cost of $194,320.

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 1st Priority Environmental Services, LLC. for the polymer floor abatement of Cesar Chavez Recreation Center at a cost of $194.320.

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

ADOPTED this 17th day of October 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 17th day of October, 2024, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and 1 Priority of the City of Lubbock, 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 -- Polymer Floor Abatement at Cesar Chavez Recreation Center

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 $194,320.00.

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:
1 PriorityEnvironmental Services, LLC

Signature

Name – Typed or Printed
Scott Bennett

Title – Typed or Printed
President

Business Address:
208 Paris Ave.
Lubbock, Texas 79401

Business Phone No.
806-548-0916

Federal Tax I.D. # 87-1664731

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(If none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: PARKS & RECREATION
BID NO.: CB-2500
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: OCTOBER 1, 2024

ITEM	DESCRIPTION	QTY	UNIT	* 1 PRIORITY ENVIRONMENTAL SERVICES LUBBOCK, TX		BUILDING ABATEMENT DEMOLITION COMPANY, INC BAD LEANDER, TX		TEAM ENTERPRISE IRVING, TX							
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	POLYMER GYMNASIUM FLOOR ABATEMENT AT CESAR CHAVEZ RECREATION CENTER – 2250 AMBLER AVENUE				$194,320		$249,400		$180,952						
BASE BID															
DISCOUNT															
TOTAL BID					*$194.320		$249,400		$180,952						

*NOTES: INDICATES RECOMMENDED AWARD

Enter Into Contract with 1 Priority Environmental Services, LLC. for Cesar Chavez Abatement

October 17, 2024

CITY OF ABILENE TEXAS

General Information:

- 1st Priority Environmental Services, LLC. will perform polymer floor abatement and haul off for G.V. Daniels Recreation Center gymnasium.
- Abatement scheduled to begin October 28th with an estimated completion date of late November.
- Contract amount of $194,320.
- Cost to be funded from the approved 2023 bond.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Increase of the Car Rental Customer Facility Charge to $4.50 Per Day *(Don Green)***

GENERAL INFORMATION

The Customer Facility Charge (CFC) is a daily fee charged to the customer by each on-airport car rental company that may be used for Landside improvements at the airport, including car rental facilities on the airport. The current CFC was established by City Council Resolution 41-2006 setting the rate at $3.00 per day per customer contract. CFC revenues were previously used to pay for the debt used to build the Car Rental Ready/Return Lot phase of the Parking Lot Improvements in 2007. The Ready/Return Lot debt was paid in 2018. Since then, CFC collections have accumulated to over $2,831,000.

The next CFC funded project is the Quick Turn Around Facility (QTA) where all on-airport car rental companies will be located to prepare vehicles for rent. Turo is a peer-to-peer car rental service operating on the airport, but will not participate in the QTA or the CFC. The service center will include fueling, EV charging, a car wash, service bays for vehicle interior cleaning, and parking. The cost of the facility is estimated to be $5 Million. Therefore, approximately $2.2 Million still needs to be collected to build this facility without debt. Airport staff and Rental Car companies would like to see this project completed as soon as possible, so an increase of the CFC to $4.50 will accelerate collections to reach the $5 Million balance in 2029. Leaving the CFC at $3 per day would push the projected time to 2031.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Increasing the CFC to $4.50 per day will shorten the time to collect sufficient funds to construct the Consolidated Car Rental Service Facility.

STAFF RECOMMENDATION

Airport Staff and the on-airport car rental companies recommend increasing the CFC to $4.50 per day.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to Council at its August 14, 2024 meeting.

ATTACHMENTS:

1. Resolution - On-Airport Customer Facility Charge Increase (10-17-24)
2. Executed 2006 CFC Resolution
3. CFC Increase Presentation (10-17-24)
4. 2024-10-09 CFC Calculations Consolidated
5. CFC Funding Summary
6. CFC Revenue Projection at 3.75 Percent
7. 2024-10-09 CFC Calculations at 1 Percent
8. CFC Calculations at 2 Percent Interess

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO INCREASE THE CUSTOMER FACILITY CHARGE FROM THREE DOLLARS PER DAY TO FOUR DOLLARS AND FIFTY CENTS PER DAY ON VEHICLES RENTED AT ABILENE REGIONAL AIRPORT

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

WHEREAS, the Customer Facility Charge (CFC) is a daily fee charged to the customer by each on-airport car rental company that may be used for Landside improvements at the airport, including car rental facilities on the airport; and

WHEREAS, the City established a CFC in 2007 by City Council Resolution 41-2006 setting the rate at $3.00 per day per customer contract; and

WHEREAS, CFC revenues were used to pay for the debt to build the Ready/Return Lot phase of the Parking Lot Improvements and that debt was paid in 2018; and

WHEREAS, the next CFC funded project is the Quick Turn Around Facility (QTA) where all on-airport car rental companies will be located to prepare vehicles for rent; and

WHEREAS, increasing the CFC to $4.50 per day will accelerate the timing of this project; and

WHEREAS, the CFC shall not apply to peer-to-peer vehicle rentals; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation on August 14, 2024.

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

1. That the City Manager is authorized to increase the Customer Facility Charge to $4.50 per on-Airport rental contract day.

2. That this Resolution is effective December 1, 2024, upon adoption.

ADOPTED this 17th day of October 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION No. 41-2006

A RESOLUTIONOF THE CITY COUNCIL OF THE CITY OF ABILENE. TEXAS, AUTHORIZING IMPLEMENTATION OF A CUSTOMER FACILITY CHARGE AT ABILENE REGIONAL AIRPORT

WHEREAS, The City of Abilene has undertaken a capital improvement program to facilitate major customer service improvements at Abilene Regional Airport (Airport); and

WHEREAS, The City of Abilene operates, maintains and develops the Airport, in part with federal grants, state grants, passenger facility charges and user fees; and

WHEREAS, Customer Facility Charges (CFC) have become a common financing tool for landside improvements at airports: and

WHEREAS, the rental car companies operating at the Airport have agreed to a CFC to pay for the planning, design and construction of various landside facilities;

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

SECTION 1: That the City shall establish and periodically adjust as required, a daily CFC upon each airport rental car companies' customer's rental contract.

SECTION 2: The CFC will be collected on a daily basis for all cars rented for twenty-four or fewer hours for the first transaction day, and every twenty-four hours for each transaction day thereafter.

SECTION 3: The CFC shall initially be established at $3.00 per transaction day.

SECTION 4: The CFC will be collected by all rental car companies at the Airport.

SECTION 5: The CFC collected by the rental car companies shall be held in trust by the rental car companies for the benefit of the Airport and shall be remitted monthly to the City of Abilene in accordance with procedures established by the City of Abilene Director of Finance.

SECTION 6: Rental car companies and their agents hold only a possessory interest in the CFC, and no legal or equitable interest.

SECTION 7: That this resolution shall take effect immediately upon execution, and the CFC referenced herein shall be collected commencing February 1, 2007.

ADOPTED by the City Council of the City of Abilene, Texas this 21st day of December, 2006

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

City Council Meeting

10/17/2024

Customer Facility Charge Increase

- The Customer Facility Charge (CFC) is a daily fee charged to the customer by each on-airport car rental company that may be used for Airport Landside improvements, including car rental facilities.
- The current CFC was established by City Council Resolution 41-2006 setting the rate at $3.00 per day per customer contract.
- CFC revenues were previously used to pay for the debt portion of the Ready/Return Lot of the

  Parking Lot Improvements in 2007.

CITY OF ABILENE TEXAS

- The Ready/Return Lot debt was paid in 2018. Since then, CFC collections have accumulated to over $2,831,000.
- The next CFC funded project is the Consolidated Quick Turn Around Facility (QTA) where all on-airport car rental companies will be located to prepare vehicles for rent.
- The QTA will include fueling, EV charging, a car wash, service bays for vehicle interior cleaning, and parking. The cost of the facility is estimated to be $5 Million.
- Therefore, approximately $2.2 Million still needs to be collected to build this facility without debt.

CITY OF ABILENE TEXAS

- Airport staff and Rental Car companies would like to see this project completed as soon as possible, so an increase of the CFC to $4.50 will accelerate collections to reach the $5 Million balance in 2029.

CITY OF ABILENE TEXAS

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CFC Revenu			Projecting for full FY					
	CFC	Interest	As of 2/21/24	Est Adjust End of FY	Current FY24			
2024	70095	44980.36	143 days of 365 = 39	293709.4436	115075.36			
2023	185670	101254.04	Historical	286924.04				23
2022	184731	15423.5	Historical	200154.5				22
2021	194127	1408.2	Historical	195535.2				21
2020	206279	18338.1	Historical	224617.1			178905.0536	20
	2684451.82	Current Balance as		FY24 Additional CF(	FY24 Non-Int			19
	178634.0836	Estimated Addition		178634.0836	178905.0536			
	2863085.904	Estimated FY24 Tot						

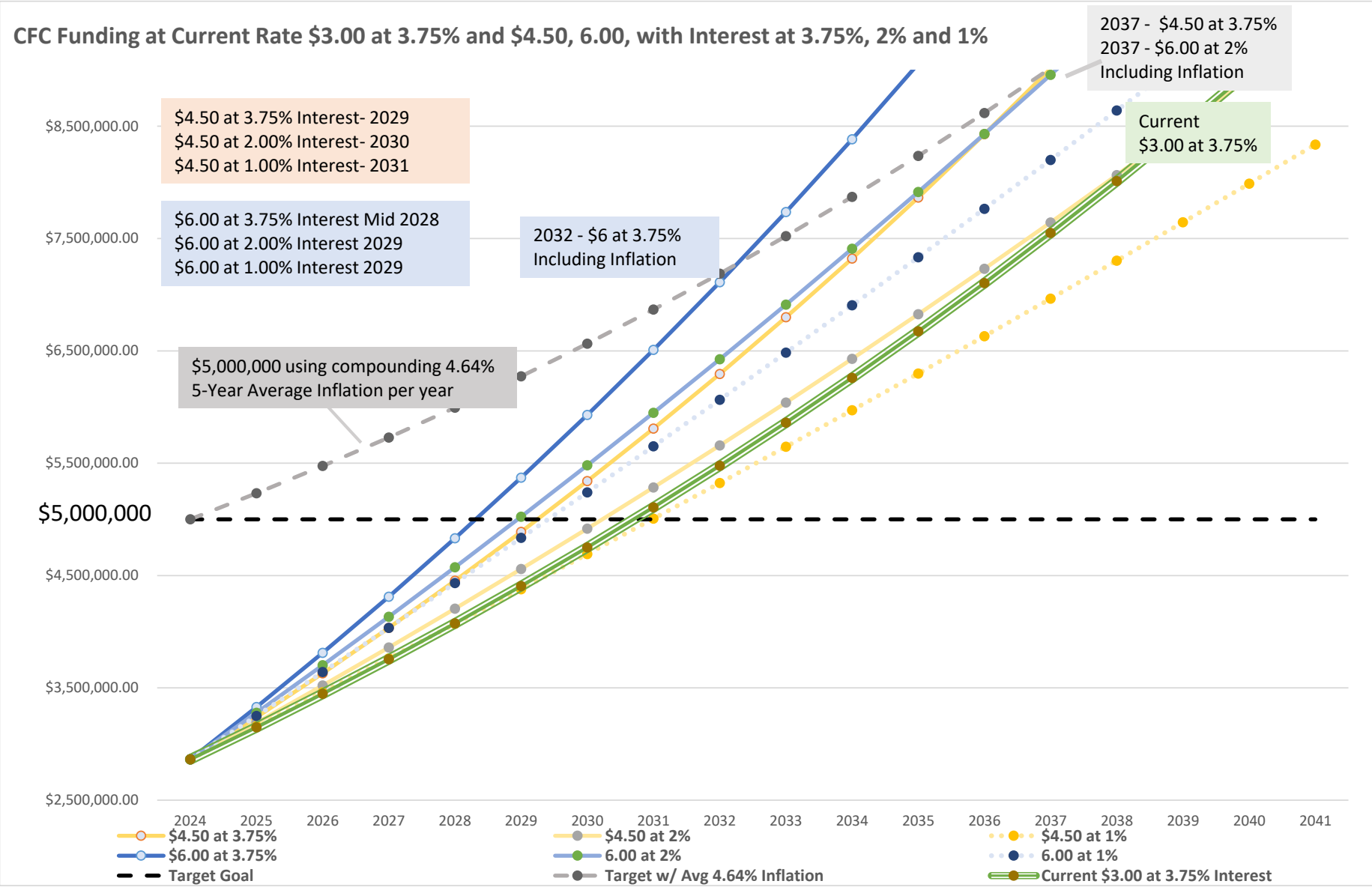
At End Of:	$3 at 3.75%	$3 at 2%	$3 at 1%	$4.50 at 3.75%	$4.50 at 2%	$4.50 at 1%	$6.00 at 3.75%	6.00 at 2%	6.00 at 1%	Target Goal
2024	$ 2,863,085.90	$ 2,863,085.90	$ 2,863,085.90	$ 2,863,085.90	$ 2,863,085.90	$ 2,863,085.90	$ 2,863,085.90	$ 2,863,085.90	$ 2,863,085.90	$ 5,000,000.00
2025	$ 3,149,356.68	$ 3,099,252.68	$ 3,070,621.82	$ 3,238,809.21	$ 3,188,705.20	$ 3,160,074.34	$ 3,328,261.73	$ 3,278,157.73	$ 3,249,526.87	$ 5,000,000.00
2026	$ 3,446,362.61	$ 3,340,142.78	$ 3,280,233.09	$ 3,628,622.13	$ 3,520,836.89	$ 3,460,032.67	$ 3,810,881.65	$ 3,701,530.99	$ 3,639,832.25	$ 5,000,000.00
2027	$ 3,754,506.26	$ 3,585,850.69	$ 3,491,940.47	$ 4,033,053.04	$ 3,859,611.20	$ 3,762,990.57	$ 4,311,599.82	$ 4,133,371.72	$ 4,034,040.68	$ 5,000,000.00
2028	$ 4,074,205.30	$ 3,836,472.76	$ 3,705,764.93	$ 4,452,650.11	$ 4,205,161.01	$ 4,068,978.06	$ 4,831,094.92	$ 4,573,849.26	$ 4,432,191.19	$ 5,000,000.00
2029	$ 4,405,893.05	$ 4,092,107.27	$ 3,921,727.63	$ 4,887,982.07	$ 4,557,621.81	$ 4,378,025.42	$ 5,370,071.09	$ 5,023,136.35	$ 4,834,323.21	$ 5,000,000.00
2030	$ 4,750,019.09	$ 4,352,854.47	$ 4,139,849.96	$ 5,339,638.98	$ 4,917,131.83	$ 4,690,163.26	$ 5,929,258.86	$ 5,481,409.19	$ 5,240,476.55	$ 5,000,000.00
2031	$ 5,107,049.86	$ 4,618,816.61	$ 4,360,153.52	$ 5,808,233.02	$ 5,283,832.04	$ 5,005,422.47	$ 6,509,416.18	$ 5,948,847.48	$ 5,650,691.42	$ 5,000,000.00
2032	$ 5,477,469.29	$ 4,890,098.00	$ 4,582,660.11	$ 6,294,399.34	$ 5,657,866.26	$ 5,323,834.27	$ 7,111,329.39	$ 6,425,634.53	$ 6,065,008.44	$ 5,000,000.00
2033	$ 5,861,779.44	$ 5,166,805.01	$ 4,807,391.76	$ 6,798,796.89	$ 6,039,381.17	$ 5,645,430.20	$ 7,735,814.35	$ 6,911,957.33	$ 6,483,468.63	$ 5,000,000.00
2034	$ 6,260,501.22	$ 5,449,046.16	$ 5,034,370.73	$ 7,322,109.36	$ 6,428,526.37	$ 5,970,242.08	$ 8,383,717.50	$ 7,408,006.59	$ 6,906,113.43	$ 5,000,000.00
2035	$ 6,674,175.07	$ 5,736,932.14	$ 5,263,619.49	$ 7,865,046.04	$ 6,825,454.48	$ 6,298,302.08	$ 9,055,917.01	$ 7,913,976.82	$ 7,332,984.67	$ 5,000,000.00
2036	$ 7,103,361.69	$ 6,030,575.84	$ 5,495,160.74	$ 8,428,342.85	$ 7,230,321.15	$ 6,629,642.68	$ 9,753,324.01	$ 8,430,066.47	$ 7,764,124.62	$ 5,000,000.00
2037	$ 7,548,642.80	$ 6,330,092.41	$ 5,729,017.40	$ 9,012,763.28	$ 7,643,285.16	$ 6,964,296.69	$ 10,476,883.76	$ 8,956,477.90	$ 8,199,575.98	$ 5,000,000.00
2038	$ 8,010,621.96	$ 6,635,599.31	$ 5,965,212.63	$ 9,619,099.49	$ 8,064,508.44	$ 7,302,297.24	$ 11,227,577.01	$ 9,493,417.57	$ 8,639,381.84	$ 5,000,000.00
2039	$ 8,489,925.34	$ 6,947,216.35	$ 6,203,769.81	$ 10,248,173.30	$ 8,494,156.19	$ 7,643,677.79	$ 12,006,421.26	$ 10,041,096.03	$ 9,083,585.77	$ 5,000,000.00
2040	$ 8,987,202.59	$ 7,265,065.73	$ 6,444,712.56	$ 10,900,837.38	$ 8,932,396.89	$ 7,988,472.15	$ 12,814,472.16	$ 10,599,728.06	$ 9,532,231.73	$ 5,000,000.00
2041	$ 9,503,127.75	$ 7,589,272.10	$ 6,688,064.74	$ 11,577,976.36	$ 9,379,402.41	$ 8,336,714.45	$ 13,652,824.97	$ 11,169,532.72	$ 9,985,364.16	$ 5,000,000.00

Summary of

At End Of:	$3/day Current	Additional CFC for I	Interest	$4.50/day	Additional CFC for F	Interest
2024						
2025		$ 185,000.00	$ 22,535.91		$ 277,500.00	$ 19,488.44
2026		$ 185,000.00	$ 24,611.27		$ 277,500.00	$ 22,458.32
2027		$ 185,000.00	$ 26,707.38		$ 277,500.00	$ 25,457.91
2028		$ 185,000.00	$ 28,824.46		$ 277,500.00	$ 28,487.49
2029		$ 185,000.00	$ 30,962.70		$ 277,500.00	$ 31,547.36
2030		$ 185,000.00	$ 33,122.33		$ 277,500.00	$ 34,637.83
2031		$ 185,000.00	$ 35,303.55		$ 277,500.00	$ 37,759.21
2032		$ 185,000.00	$ 37,506.59		$ 277,500.00	$ 40,911.81
2033		$ 185,000.00	$ 39,731.65		$ 277,500.00	$ 44,095.92
2034		$ 185,000.00	$ 41,978.97		$ 277,500.00	$ 47,311.88
2035		$ 185,000.00	$ 44,248.76		$ 277,500.00	$ 50,560.00
2041						
		$ -	$ -		$ -	$ -

Percent Inflation	
5.20%	
8.40%	
7.50%	
0.30%	
1.80%	
4.64%	Avg 5 year inflation

Target w/ Avg 4.64% Inflation
$ 5,000,000.00
$ 5,232,000.00
$ 5,474,764.80
$ 5,728,793.89
$ 5,994,609.92
$ 6,272,759.82
$ 6,563,815.88
$ 6,868,376.94
$ 7,187,069.63
$ 7,520,549.66
$ 7,869,503.16
$ 8,234,648.11
$ 8,616,735.78
$ 9,016,552.32
$ 9,434,920.35
$ 9,872,700.65
$ 10,330,793.96
$ 10,810,142.80



CFC Contribution Projections at 3.75% Interest for Target $5,000,000

If we use the current 3.75% interest rate we come to the following conclusions.

CFC Revenue Projection

	CFC	Interest	Projecting for full FY24 As of 2/21/24	Est Adjust End of FY24 Tota	Current FY24
2024	$ 70,095.00	$ 44,980.36	143 days of 365 = 39.18% of total	$ 293,709.44	$ 115,075.36
2023	$ 185,670.00	$ 101,254.04	Historical	$ 286,924.04	
2022	$ 184,731.00	$ 15,423.50	Historical	$ 200,154.50	
2021	$ 194,127.00	$ 1,408.20	Historical	$ 195,535.20	
2020	$ 206,279.00	$ 18,338.10	Historical	$ 224,617.10	

$ 2,684,451.82	Current Balance as of 2/21/24	FY24 Additional CFC+Int	FY24 Non-Int
$ 178,634.08	Estimated Additional CFC for Remainder of FY24	$ 178,634.08	$ 178,905.05
$ 2,863,085.90	Estimated FY24 Total		

Summary of Contributions + Interest

At End Of:	$3/day	Additional CFC for FY	Interest
2024	$ 2,863,085.90		
2025	$3,149,356.68	$ 185,000.00	$101,270.77
2026	$3,446,362.61	$ 185,000.00	$112,005.93
2027	$3,754,506.26	$ 185,000.00	$123,143.65
2028	$4,074,205.30	$ 185,000.00	$134,699.04
2029	$4,405,893.05	$ 185,000.00	$146,687.75
2030	$4,750,019.09	$ 185,000.00	$159,126.04
2031	$5,107,049.86	$ 185,000.00	$172,030.77
2032	$5,477,469.29	$ 185,000.00	$185,419.42
2033	$5,861,779.44	$ 185,000.00	$199,310.15
2034	$6,260,501.22	$ 185,000.00	$213,721.78
2035	$6,674,175.07	$ 185,000.00	$228,673.85
2036	$7,103,361.69	$ 185,000.00	$244,186.62
2037	$7,548,642.80	$ 185,000.00	$260,281.12
2038	$8,010,621.96	$ 185,000.00	$276,979.16
2039	$8,489,925.34	$ 185,000.00	$294,303.38
2040	$8,987,202.59	$ 185,000.00	$312,277.25
2041	$9,503,127.75	$ 185,000.00	$330,925.15

At End Of:	$4.50/day	Additional CFC for FY	Interest
2024	$ 2,863,085.90		
2025	$3,238,809.21	$ 277,500.00	$98,223.30
2026	$3,628,622.13	$ 277,500.00	$112,312.93
2027	$4,033,053.04	$ 277,500.00	$126,930.91
2028	$4,452,650.11	$ 277,500.00	$142,097.07
2029	$4,887,982.07	$ 277,500.00	$157,831.96
2030	$5,339,638.98	$ 277,500.00	$174,156.91
2031	$5,808,233.02	$ 277,500.00	$191,094.04
2032	$6,294,399.34	$ 277,500.00	$208,666.32
2033	$6,798,796.89	$ 277,500.00	$226,897.56
2034	$7,322,109.36	$ 277,500.00	$245,812.46
2035	$7,865,046.04	$ 277,500.00	$265,436.68
2036	$8,428,342.85	$ 277,500.00	$285,796.81
2037	$9,012,763.28	$ 277,500.00	$306,920.44
2038	$9,619,099.49	$ 277,500.00	$328,836.20
2039	$10,248,173.30	$ 277,500.00	$351,573.81
2040	$10,900,837.38	$ 277,500.00	$375,164.08
2041	$11,577,976.36	$ 277,500.00	$399,638.98

Using Future Value Formula w/ Compound Interest

CFC Revenue Projection

	CFC	Interest	Projecting for full FY24 As of 2/21/24	Est Adjust End of FY24 Total	Current FY24
2024	$ 70,095.00	$ 44,980.36	143 days of 365 = 39.18% of total	$ 293,709.44	$ 115,075.36
2023	$ 185,670.00	$ 101,254.04	Historical	$ 286,924.04	
2022	$ 184,731.00	$ 15,423.50	Historical	$ 200,154.50	
2021	$ 194,127.00	$ 1,408.20	Historical	$ 195,535.20	
2020	$ 206,279.00	$ 18,338.10	Historical	$ 224,617.10	

$ 2,684,451.82	Current Balance as of 2/21/24	FY24 Additional CFC+Int	FY24 Non-Int
$ 178,634.08	Estimated Additional CFC for Remainder of FY24	$ 178,634.08	$ 178,905.05
$ 2,863,085.90	Estimated FY24 Total		

Summary of Contributions + Interest

At End Of:	$3/day Current	Additional CFC for FY	Interest	At End Of:	$4.50/day	Additional CFC for FY	Interest
2024	$ 2,863,085.90			2024	$ 2,863,085.90		
2025	$3,070,621.82	$ 185,000.00	$22,535.91	2025	$3,160,074.34	$ 277,500.00	$19,488.44
2026	$3,280,233.09	$ 185,000.00	$24,611.27	2026	$3,460,032.67	$ 277,500.00	$22,458.32
2027	$3,491,940.47	$ 185,000.00	$26,707.38	2027	$3,762,990.57	$ 277,500.00	$25,457.91
2028	$3,705,764.93	$ 185,000.00	$28,824.46	2028	$4,068,978.06	$ 277,500.00	$28,487.49
2029	$3,921,727.63	$ 185,000.00	$30,962.70	2029	$4,378,025.42	$ 277,500.00	$31,547.36
2030	$4,139,849.96	$ 185,000.00	$33,122.33	2030	$4,690,163.26	$ 277,500.00	$34,637.83
2031	$4,360,153.52	$ 185,000.00	$35,303.55	2031	$5,005,422.47	$ 277,500.00	$37,759.21
2032	$4,582,660.11	$ 185,000.00	$37,506.59	2032	$5,323,834.27	$ 277,500.00	$40,911.81
2033	$4,807,391.76	$ 185,000.00	$39,731.65	2033	$5,645,430.20	$ 277,500.00	$44,095.92
2034	$5,034,370.73	$ 185,000.00	$41,978.97	2034	$5,970,242.08	$ 277,500.00	$47,311.88
2035	$5,263,619.49	$ 185,000.00	$44,248.76	2035	$6,298,302.08	$ 277,500.00	$50,560.00
2036	$5,495,160.74	$ 185,000.00	$46,541.25	2036	$6,629,642.68	$ 277,500.00	$53,840.60
2037	$5,729,017.40	$ 185,000.00	$48,856.66	2037	$6,964,296.69	$ 277,500.00	$57,154.01
2038	$5,965,212.63	$ 185,000.00	$51,195.23	2038	$7,302,297.24	$ 277,500.00	$60,500.55
2039	$6,203,769.81	$ 185,000.00	$53,557.18	2039	$7,643,677.79	$ 277,500.00	$63,880.55
2040	$6,444,712.56	$ 185,000.00	$55,942.75	2040	$7,988,472.15	$ 277,500.00	$67,294.36
2041	$6,688,064.74	$ 185,000.00	$58,352.18	2041	$8,336,714.45	$ 277,500.00	$70,742.30

Using Future Value Formula w/ Compound Interest

CFC Revenue Projection

	CFC	Interest	Projecting for full FY24 As of 2/21/24	Est Adjust End of FY24 Total	Current FY24
2024	$ 70,095.00	$ 44,980.36	143 days of 365 = 39.18% of total	$ 293,709.44	$ 115,075.36
2023	$ 185,670.00	$ 101,254.04	Historical	$ 286,924.04	
2022	$ 184,731.00	$ 15,423.50	Historical	$ 200,154.50	
2021	$ 194,127.00	$ 1,408.20	Historical	$ 195,535.20	
2020	$ 206,279.00	$ 18,338.10	Historical	$ 224,617.10	

$ 2,684,451.82	Current Balance as of 2/21/24	FY24 Additional CFC+Int	FY24 Non-Int
$ 178,634.08	Estimated Additional CFC for Remainder of FY24	$ 178,634.08	$ 178,905.05
$ 2,863,085.90	Estimated FY24 Total		

Summary of Contributions + Interest

At End Of:	$3/day Current	Additional CFC for FY	Interest	At End O $4.50 /day	Additional CFC for FY	Interest
2024	$ 2,863,085.90			2024 $ 2,863,085.90		
2025	$3,099,252.68	$ 185,000.00	$51,166.77	2025 $3,188,705.20	$ 277,500.00	$48,119.30
2026	$3,340,142.78	$ 185,000.00	$55,890.11	2026 $3,520,836.89	$ 277,500.00	$54,631.68
2027	$3,585,850.69	$ 185,000.00	$60,707.91	2027 $3,859,611.20	$ 277,500.00	$61,274.32
2028	$3,836,472.76	$ 185,000.00	$65,622.07	2028 $4,205,161.01	$ 277,500.00	$68,049.80
2029	$4,092,107.27	$ 185,000.00	$70,634.51	2029 $4,557,621.81	$ 277,500.00	$74,960.80
2030	$4,352,854.47	$ 185,000.00	$75,747.20	2030 $4,917,131.83	$ 277,500.00	$82,010.02
2031	$4,618,816.61	$ 185,000.00	$80,962.14	2031 $5,283,832.04	$ 277,500.00	$89,200.22
2032	$4,890,098.00	$ 185,000.00	$86,281.39	2032 $5,657,866.26	$ 277,500.00	$96,534.22
2033	$5,166,805.01	$ 185,000.00	$91,707.01	2033 $6,039,381.17	$ 277,500.00	$104,014.91
2034	$5,449,046.16	$ 185,000.00	$97,241.15	2034 $6,428,526.37	$ 277,500.00	$111,645.20
2035	$5,736,932.14	$ 185,000.00	$102,885.98	2035 $6,825,454.48	$ 277,500.00	$119,428.11
2036	$6,030,575.84	$ 185,000.00	$108,643.70	2036 $7,230,321.15	$ 277,500.00	$127,366.67
2037	$6,330,092.41	$ 185,000.00	$114,516.57	2037 $7,643,285.16	$ 277,500.00	$135,464.00
2038	$6,635,599.31	$ 185,000.00	$120,506.90	2038 $8,064,508.44	$ 277,500.00	$143,723.28
2039	$6,947,216.35	$ 185,000.00	$126,617.04	2039 $8,494,156.19	$ 277,500.00	$152,147.75
2040	$7,265,065.73	$ 185,000.00	$132,849.38	2040 $8,932,396.89	$ 277,500.00	$160,740.70
2041	$7,589,272.10	$ 185,000.00	$139,206.37	2041 $9,379,402.41	$ 277,500.00	$169,505.52

Using Future Value Formula w/ Compound Interest

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Change Order No. 1 to the Contract with Adventures Outback LP, dba AO Services, for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project *(Rodney Taylor)***

GENERAL INFORMATION

Staff is requesting that the Abilene City Council Approve Change Order No. 1 to the contract with Adventures Outback LP, dba AO Services (AO Services), for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project. Change Order No. 1 adds $541,364.00 to the contract, resulting in a total contract price of $5,399,568.00. After the City Council awarded the contract to AO Services in October 2023, the Texas Department of Transportation (TxDOT) required alignment adjustments to the pipeline route to accommodate the future widening of FM 1148 and additional bores to ensure the pipeline remains outside the future pavement edge. The realignment and additional bores result in unplanned additional costs to AO Services, but are necessary in order to comply with the planned roadway realignment and avoid future relocation costs.

SPECIAL CONSIDERATIONS

On October 12, 2023, the Abilene City Council awarded the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II Project to Adventures Outback LP, dba AO Services, with a contract amount of $4,858,204.00. This project involves the installation of approximately 38,667 feet of 12-inch diameter pipeline, along FM 1148 beginning at the intersection with Highway 67 and continuing generally east to Veale Creek Road, where it connects with the Phase I pipeline. This pipeline facilitates the discharge of reverse osmosis concentrate from the Possum Kingdom Raw Water Roughing Facility (PKRWRF) into Possum Kingdom Lake, under a TPDES permit authorized by the TCEQ. Phase I of the project has already been completed, and Phase II will finalize the offsite construction required for the

PKRWRF project.

During the course of the Phase II project, several key developments arose that necessitated the proposed change order. The initial alignment for the RO Concentrate Pipeline was submitted to TxDOT's Brownwood District Office for review and comment in April 2021. Comments were received, and updates were made to the project plans based on TxDOT's recommendations. Those plans are the basis of the bid packet for the project. The proposed alignment was resubmitted for final approval in August 2023. However, during TxDOT's final review, the agency informed the project team that the Fort Worth District of TxDOT had recently received funding for the widening of its section of FM 1148, with the Brownwood District expected to receive funding for its section, the remaining portion, in the next round.

As a result, TxDOT required additional scrutiny of the alignment for Phase II of the pipeline to ensure it would not conflict with future road widening. To address these concerns, eHT coordinated with TxDOT and adjusted the alignment to keep the pipeline away from the anticipated new edge of the pavement. These alignment adjustments, along with the addition of several road bores not included in the original design, were incorporated into the revised project plans. The permits from TxDOT, reflecting these changes, were approved in May 2024 after a 10-month review period. The alignment adjustments and additional bores have increased the construction scope of work and required updated quantities and unit pricing from the contractor, AO Services. The attachment to Change Order No. 1 lists the specific changes and their associated costs. This Change Order Number 1 also ensures that the pipeline will remain compatible with TxDOT's plans for FM 1148, mitigating any future conflicts during the road widening process.

FUNDING/FISCAL IMPACT

Change Order No. 1 will be paid from the Water Utilities Capital Improvement Fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Change Order No. 1 to the contract with AO Services for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Project Phase II, which adds $541,364.00 to the contract resulting in a total contract price of $5,399,568.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution CO#1 PK Phase 2
2. Change Order No. 1_eHT Executed (1)
3. CO #1 PK Phase 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH ADVENTURES OUTBACK LP, DBA AO SERVICES, FOR THE POSSUM KINGDOM DROUGHT RESPONSE IMPROVEMENTS RO CONCENTRATE PIPELINE PHASE II PROJECT.

WHEREAS, on October 12, 2023, the Abilene City Council awarded the bid to Adventures Outback LP, dba AO Services (AO Services), for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project in the amount of $4,858,204.00; and

WHEREAS, the Phase II project includes the installation of approximately 38,667 feet of 12-inch diameter pipeline along FM 1148, extending from the intersection of Highway 67 to Veale Creek Road, and facilitates the discharge of reverse osmosis concentrate from the Possum Kingdom Raw Water Roughing Facility (PKRWRF) into Possum Kingdom Lake; and

WHEREAS, after the contract had been awarded, TxDOT required alignment adjustments to the pipeline route to accommodate the future widening of FM 1148 and additional bores to ensure the pipeline remains outside of the future pavement edge; and

WHEREAS, the alignment adjustments and additional bores have resulted in increased project quantities and associated costs, leading to a proposed contract increase of $541,364.00; and

WHEREAS, staff is recommending that the Abilene City Council approve Change Order No. 1 to the contract with AO Services, resulting in a new contract amount of $5,399,568.00;

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

That the City Manager is authorized to execute Change Order No. 1 to the contract with Adventures Outback LP, dba AO Services, for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project, increasing the contract by $541,364.00, resulting in a total contract value of $5,399,568.00.

ADOPTED this 17 day of October, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 01

Date of Issuance: 10/09/2024

Effective Date: 10/09/2024

Owner: City of Abilene

Owner's Contract No.: N/A

Contractor: Adventure Outback dba A.O. Services

Contractor's Project No.: N/A

Engineer: Enprotec / Hibbs & Todd, Inc.

Engineer's Project No.: 6103 / 8848

Project: TWDB DWSRF

Contract Name: PK Second Stage Drought Strategy RO Concentrate Disposal Line Phase II

The Contract is modified as follows upon execution of this Change Order:

Description: Formalizing Work Change Directive # 1 **TXDOT CHANGES & QUANTITY ADJUSTMENTS**.
Attachments: *Contractor Change Order # 1 TXDOT Changes & Quantity Adjustments*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** ***[note changes in Milestones if applicable]***
Original Contract Price: $ 4,858,204.00	Original Contract Times: Substantial Completion: 261 Ready for Final Payment: 291 days
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $ 0	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 4,858,204.00	Contract Times prior to this Change Order: Substantial Completion: 261 Ready for Final Payment: 291 days
[Increase] ~~[Decrease]~~ of this Change Order: $ 541,364.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 182 Ready for Final Payment: 182 days
Contract Price incorporating this Change Order: $ 5,399,568.00	Contract Times with all approved Change Orders: Substantial Completion: 443 Ready for Final Payment: 473 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Vice President	Title:	Title: Director of Pre-Construction
Date: October 9, 2024	Date	Date 10/9/24

AO SERVICES

PROJECT: POSSUM KINGDOM CO#1 - TXDOT CHANGES
DATE: 6/27/2024
PREPARED FOR: CITY OF ABILENE
PLANS: REVISIONS DATED 5/8/24
ADDITIONAL TIME: 180 CDs

POSSUM KINGDOM CO#1 - TXDOT CHANGES

Item #	Description	Qty.	Unit	Unit Price	Total Price
	POSSUM KINGDOM CO#1 - TXDOT CHANGES				
1	REMOB, BOND, INSURANCE	1	LS	$42,378.00	$42,378.00
2	SWPPP EXTENSION	6	MONTHS	$696.00	$4,176.00
3	FURNISH & INSTALL 12" SDR21	-556	LF	$89.50	-$49,762.00
4	FURNISH & INSTALL 12" DR11 DIPS SLICK BORES	593	LF	$494.00	$292,942.00
5	FURNISH & INSTALL STEEL ENCASEMENT FOR 12"	-63	LF	$885.00	-$55,755.00
6	18" HDPE SLICK BORE	215	LF	$868.00	$186,620.00
7	EXTRA DEPTH 72" MIN	1,550	LF	$15.00	$23,250.00
8	REPOTHOLING	1	LS	$44,365.00	$44,365.00
9	RENTAL HOLDS(HOUSING, LAYDOWN YARDS, ETC)	1	LS	$53,150.00	$53,150.00
	POSSUM KINGDOM CO#1 - TXDOT CHANGES				**$541,364.00**
	TOTAL				**$541,364.00**

NOTES: SURVEY PROVIDED BY E-HT WITH OFFSETS IN ROAD WILL VARY AND TO BE FIELD COORDINATED. ALL PIS, GV, ARVS, UTILITY CROSSINGS, WITH LATHS IN THE FENCE, AND POINTS MAP PROVIDED. RESTAKING DUE TO NORMAL & REASONABLE CONSTRUCTION OR TXDOT MOWING.

AO SERVICES

E-HT

CITY OF ABILENE

SUBMITTED BY: KARL SONNTAG, DIRECTOR OF PRE-CONSTRUCTION, AO SERVICES

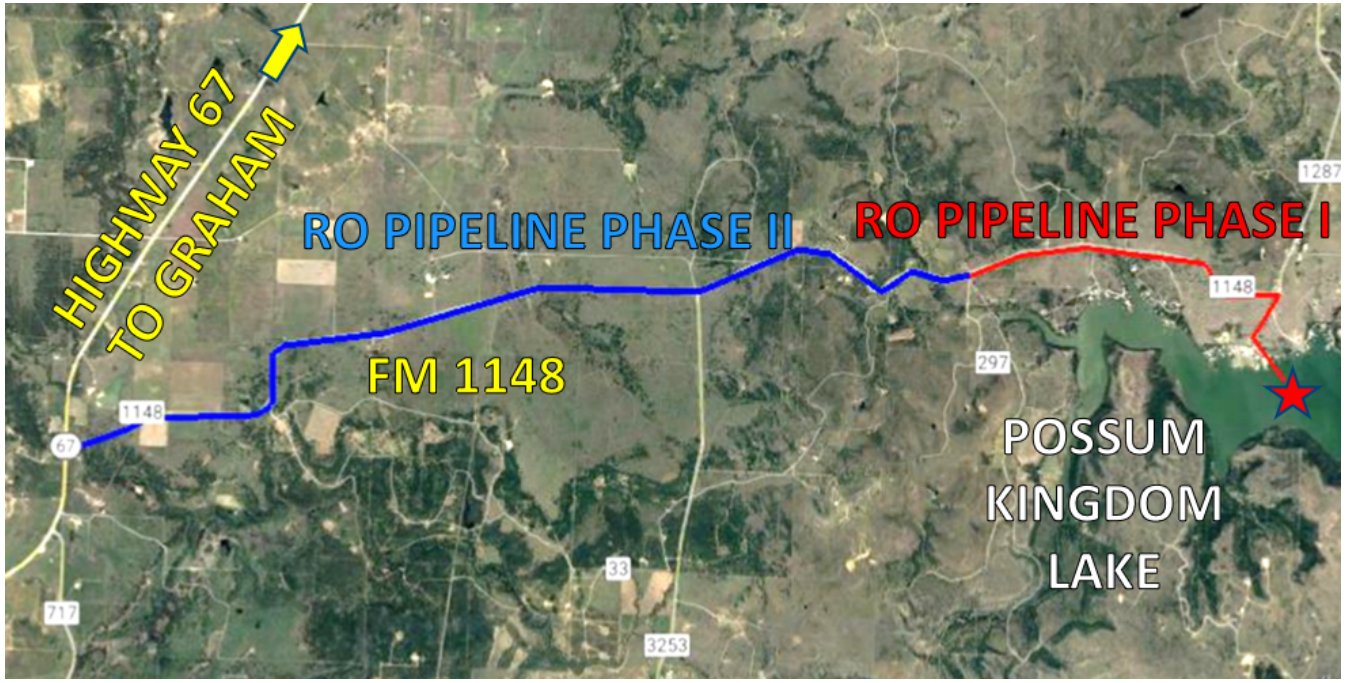
AO SERVICES
25565 RONALD REAGAN BLVD
GEORGETOWN, TEXAS 78633

Approve Change Order No. 1 to the contract with Adventures Outback LP, dba AO Services, for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project

CITY OF ABILENE TEXAS

AO Services: Original Scope of Work

- Installation of approximately 38,667 feet of 12-inch diameter pipeline
- Extends from Highway 67 and FM 1148 to Veale Creek Road
- Connection with the Phase I pipeline
- Discharges RO concentrate from PKRWRF into Possum Kingdom Lake under TPDES permit
- Completes offsite construction work for PKRWRF project



CITY OF ABILENE TEXAS

AO Services: Change Order No. 1 Overview

- TxDOT is receiving funding for widening an adjacent section of FM 1148, and anticipates future funding for widening this section of FM 1148.
- Alignment Changes:
  - TxDOT required adjustments due to future widening of FM 1148
- Additional Road Bores:
  - Several new bores added across FM 1148
  - Ensures the pipeline avoids conflicts with future roadwork
- Original Contract Amount: $4,858,204.00
- Change Order No. 1 Amount: $541,364.00
- Revised Contract Amount: $5,399,568.00
- Contract Days Increased by: 182 days

CITY OF ABILENE TEXAS

Change Order Justification and Recommendation

- The alignment adjustments and additional road bores were necessitated by TxDOT's review and future plans to widen FM 1148.
- These changes are critical to avoid conflicts with future infrastructure and ensure the pipeline remains outside of the future edge of the widened pavement.
- The time extension will not adversely affect the overall project schedule or other dependent operations.
- The cost increase is within acceptable limits for project adjustments of this nature and will be absorbed by the Water Utilities Capital Improvement Fund.
- Staff recommends the approval of Change Order No. 1, as the realignment is a necessary step to meet TxDOT's requirements and to ensure long-term compatibility with future road widening.

CITY OF ABILENE TEXAS

Approve Change Order No. 1 to the contract with Adventures Outback LP, dba AO Services, for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Hardware, Software and Services to Provision Additional Mobile Dispatch Computers for the Police Department from Dell Via the Contract Using the Texas Contract, DIR-TSO-3763 *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire hardware and services from Dell Technologies through the Texas State contract DIR-TSO-3763. The IT Department, in association with replacing the Abilene Police Department's Mobile Data Computer (MDC) systems, requires this new technology hardware and service to be acquired in Fiscal Year 2025 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund. The IT Department requests the acquisition of this technology hardware and services from Dell Technologies in the not-to-exceed amount of $113,290.01. The acquisition of hardware from Dell Technologies will be conducted following the City's procurement processes within this not-to-exceed amount.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - Dell and MDCs FY2025
2. Dell Quote - 31 MDCs and Docks $113290.01 Oct 8 2024
3. 20241017 - City Council - Presentation - Dell and MDCs

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO PURCHASE HARDWARE, SOFTWARE AND SERVICES TO PROVISION ADDITIONAL MOBILE DISPATCH COMPUTERS FOR THE POLICE DEPARTMENT FROM DELL VIA THE CONTRACT USING THE TEXAS CONTRACT, DIR-TSO-3763.

WHEREAS, the City Council of the City of Abilene recognizes the need for hardware and services from Dell Technologies; and

WHEREAS, the Information Technology Department will require hardware and services to support the fiscal year 2025 implementation of Mobile Data Computers (MDCs) and technologies for the Police Department's vehicles; and

WHEREAS, the Information Technology Department, in association with replacing the Abilene Police Department's MDC systems, requires this new hardware and services to be acquired in Fiscal Year 2025 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund; and

WHEREAS, that total fiscal year 2025 hardware and services is not to exceed $113,209.01 and

WHEREAS, this acquisitions will be from Dell Technologies as a provider of this hardware and services through the Texas State contract DIR-TSO-3763; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of this hardware and services from Dell Technologies; and

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

Part 1: That the City Council approves the acquisition of hardware and services from Dell Technologies for a not to exceed amount of $113,209.01 in fiscal year 2025

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

ADOPTED this 17th day of October, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Nov. 03, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote No.	**3000181904065.1**	Sales Rep	Keith Hugo
Total	**$113,290.01**	Phone	1(800) 456-3355, 6179268
Customer #	4954	Email	Keith_Hugo@Dell.com
Quoted On	Oct. 04, 2024	**Billing To**	ACCOUNTS PAYABLE CITY OF ABILENE ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604-0060
Expires by	Nov. 03, 2024		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	25181257		

Message from your Sales Rep

Please review this quote and let me know if you have any questions. Thank you for shopping with Dell!

Regards,
Keith Hugo

Custom Fields:

DIR CC: DIR-SDD-890-TX

Shipping Group

Shipping To	Shipping Method
INFORMATION TECHNOLOGY CITY OF ABILENE 555 WALNUT ST RM B07/B13 ABILENE, TX 79601 (325) 676-6226	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	**$2,425.21**	**31**	**$75,181.51**
KIT: DELL LAPTOP DOCK, FULL PORT REPLICATION, NO RF	**$723.46**	**50**	**$36,173.00**

Gamber-Johnson - Mounting component (screen support) for Docking station - Heavy gauge steel - Black	**$38.71**	**50**	**$1,935.50**

Subtotal:	**$113,290.01**
Shipping:	**$0.00**
Non-Taxable Amount:	**$113,290.01**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$113,290.01**

Shipping Group Details

Shipping To	Shipping Method
INFORMATION TECHNOLOGY CITY OF ABILENE 555 WALNUT ST RM B07/B13 ABILENE, TX 79601 (325) 676-6226	Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged Estimated delivery if purchased today: Oct. 21, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$2,425.21**	**31**	**$75,181.51**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	31	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.8 GHz, 28W, vPro)	379-BERR	-	31	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	31	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	31	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	31	-
Intel vPro Technology Advanced Management Features	631-ADEE	-	31	-
32GB, 2x16GB, 3200 MHz DDR4 Non-ECC	370-AGTG	-	31	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	31	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare,Outdoor Viewable,Passive Pen	391-BGGI	-	31	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	31	-
Intel AX210 WLAN Driver	555-BHCC	-	31	-
Intel Wi-Fi 6E AX210, 2x2, 802.11ax, Bluetooth 5.2 wireless card	555-BHCH	-	31	-
4G CAT16 - Qualcomm(R) Snapdragon(TM) X20 LTE (DW5821e), eSIM, Verizon, NMEA GPS port	556-BDVJ	-	31	-
Hot surface warning label	389-ECGC	-	31	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	31	-
65W AC adapter, USB Type-C, Eco-design	492-BDRC	-	31	-
Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	346-BHQJ	-	31	-
Absolute Resilience (Premium) for Government, 1 year	528-DHJD	-	31	-
E4 Power Cord 1M for US	537-BBBL	-	31	-
Setup and Features Guide	340-CXCE	-	31	-
Hot surface warning label	389-ECGC	-	31	-
Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWD	-	31	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	31	-
ENERGY STAR Qualified	387-BBPC	-	31	-
Custom Configuration	817-BBBB	-	31	-
Dell Applications for Windows 11	658-BFIP	-	31	-

Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	31	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	31	-
Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHV	-	31	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	31	-
Windows AutoPilot	634-BRWG	-	31	-
Dedicated u-blox NEO GPS Card	540-BDCC	-	31	-
Additional USB-A rear port	590-TFHR	-	31	-
Additional TBT/Type-C port	325-BEJZ	-	31	-
Rigid handle	750-ADPK	-	31	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	31	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	31	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	31	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	31	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	31	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	31	-
STANDARD BIOS - HD SATA OP RAID AUTODETECT AHCI - NB	366-8402	-	31	-

	Unit Price	Quantity	Subtotal
KIT: DELL LAPTOP DOCK, FULL PORT REPLICATION, NO RF	**$723.46**	**50**	**$36,173.00**

Estimated delivery if purchased today:
Oct. 11, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
KIT: DELL LAPTOP DOCK, FULL PORT REPLICATION, NO RF	AD156459	-	50	-

	Unit Price	Quantity	Subtotal
Gamber-Johnson - Mounting component (screen support) for Docking station - Heavy gauge steel - Black	**$38.71**	**50**	**$1,935.50**

Estimated delivery if purchased today:
Oct. 24, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Gamber-Johnson - Mounting component (screen support) for Docking station - Heavy gauge steel - Black	AA384600	-	50	-

Subtotal:	**$113,290.01**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$113,290.01**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

City Council Meeting

October 17, 2024

CITY OF
ABILENE
TEXAS

Dell Technologies / Mobile Data Computers

Hardware Requirement:

- The City requires additional hardware and services provided by Dell Technologies
  - New and planned hardware and services as required
  - Supporting the current implementation of new Police Department Mobile Data Computer (MDC) systems
  - To equip 31 Police Department officers in Fiscal Year 2025
  - Provides for the 1-to-1 assignment of MDCs and their use
  - This implementation supports the City's initiatives in cybersecurity and the transition to the Microsoft environment

IT Department Recommendation

- Endorses the requested hardware acquisition for a not-to-exceed amount of $113,290.01

CITY OF ABILENE TEXAS

City Council Meeting

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Additional Hardware and Services from RCN Technologies for the Police Department as a Provider of Wireless Communication Hardware Through the Texas State Contract DIR-CPO-4458 and the OMNIA Partners Contract #R200803** ***(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire hardware and services from RCN Technologies through the Texas State contract DIR-CPO-4458 and the OMNIA Partners Contract #R200803. The IT Department, in association with replacing the Abilene Police Department's Mobile Data Computer (MDC) systems, requires this new wireless communication hardware be acquired and configured in Fiscal Year 2025 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund. The IT Department requests the acquisition of wireless communications hardware and services from RCN Technologies in the not-to-exceed amount of $99,999.81. The acquisition of hardware from RCN Technologies will be conducted following the City's procurement processes within this not-to-exceed amount.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - RCN and Cradlepoint hardware FY2025
2. 5G LTE Router - City of Abilene - R1900 Pano Dual Sharkee 50 CP VZW 865-031192
3. 20241017 - City Council - Presentation - RCN and Cradlepoint hardware

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE WIRELESS COMMUNICATION HARDWARE AND SERVICES FROM RCN TECHNOLOGIES.

WHEREAS, the City Council of the City of Abilene recognizes the need for wireless communication hardware and services from RCN Technologies; and

WHEREAS, the Information Technology Department will require wireless communication hardware and services to support the fiscal year 2025 implementation of remaining technologies for the Police Department's vehicles; and

WHEREAS, the Information Technology Department, in association with replacing the Abilene Police Department's Mobile Data Computer (MDC) systems, requires this new wireless communication hardware and services to be acquired in Fiscal Year 2025 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund; and

WHEREAS, that total fiscal year 2025 wireless communication hardware and services is not to exceed $99,999.81 and

WHEREAS, this acquisitions will be from RCN Technologies as a provider of this wireless communication hardware and services through the Texas State contract DIR-CPO-4458 and the OMNIA Partners Contract #R200803; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of this hardware and services from RCN Technologies; and

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

Part 1: That the City Council approves the acquisition of hardware and services from RCN Technologies for a not to exceed amount of $99,999.81 in fiscal year 2025

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

ADOPTED this 17th day of October, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Estimate

Estimate# 865-031192

RCN Technologies
200 Jennings Ave.
Knoxville, Tennessee, 37917
865.293.0350

Bill To
City of Abilene
Accounts Payable
PO Box 60
Abilene, TX, 79604
U.S.A

Ship To
IT
555 Walnut St
Room B07/B13
Abilene, Texas, 79601
U.S.A

Estimate Date :	08/05/2024
Sales person :	Danny Sartain
Project Name :	5G/LTE Router - City of Abilene - R1900(50) 1YR - No Install- RC+CP+VZW
Terms :	Net15

#	Item & Description	Qty	Rate	Amount
1	1-yr NetCloud Mobile Performance Essentials Plan and R1900 SKU : MB01-19005GB-GA 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global *Pricing Set According to TX DIR Contract DIR-CPO-4458	50.00 Each	1,588.59	79,429.50
2	 7-IN-1 SHKFIN KIT - GPSD4-6-60-D + FITTED C29 /C32 5M CABLES - BLK SKU : GP-IN2680 The housing contains a 4x4 MiMo antenna function for 4G/5G (617-960/1427-6000MHz), up to 6x6 MiMo dual-band WiFi, which supports WiFi 6e. It can include up to 4x active antennas for GPS /GLONASS/Galileo/BeiDou each with 26dB gain LNA and advanced filtering for LTE Band13/14 operation.2G/3G/4G LTE, 2x MiMo WiFi, GPS plus optional whip mount for VHF/UHF whips and requiring only a single hole fixing 5m/16ft cables SMA(m)/FME For IBR1100, IBR900, WR44	50.00 Each	356.92	17,846.00

Print Name:_____

Title:_____ Date :_____

#	Item & Description	Qty	Rate	Amount
	*Pricing set according to OMNIA Partners Contract #R200803 **MRSP: $581.71 ***Not to Exceed Price: $558.44			
3	5G/LTE Device Setup & Configuration, Multiple Devices SKU : TL-SETUP-PRO-M Device/Line Configuration Provisioning for multiple units. -Seat SIM Cards -Partner with customer and carrier of choice for activation -Verify connection to the network -Establish up through Tier II device configurations according to submitted Setup and Configuration Form -QC against defects This service's design results in a turn-key shipment of your device ready for field installation Included complimentarily with each NOC Setup & Activation *Pricing set according to OMNIA Partners Contract #R200803 **MRSP: $49.99 ***Not to Exceed Price: $47.99	50.00 Each	45.12	2,256.00
4	Shipping (Standard) SKU : Shipping (Standard) Standard Ground Delivery	1.00 Each	468.31	468.31
Items in Total 151.00			Sub Total	99,999.81
			Total	**$99,999.81**

Notes

Please Remit To:
RCN Technologies -C/O U.S. Bank TFM Lockbox
PO Box 860573
Minneapolis, MN 55486-0573
Reference: RCN A/C 221414000

Looking forward to working with you in the future. Have a great day!

Terms & Conditions

- Estimate pricing will be honored for 30 days from the Estimate Date.
- Payment Due Net 15 from the ship date for all goods.
- A Service fee of 3.5% of the subtotal payment will be added to all credit card transactions. Payment can be made via check or ACH with no fee.

Print Name: Ted Harvey

Title: Enterprise Architect Date : Sep 18 2024 16:59 EDT

- Orders containing Installation or other services may be billed separately.
- An executed estimate by an authorized signatory will result in a binding purchase order.
- Certain products may be returned or exchanged upon approval within 30 days
- Customer may be responsible for a minimum of a 20% restocking fee
- All licenses, services, and shipping fees are non-refundable
- View our Limited Return Policy here: http://rcntechnologies.com/returns/

Authorized Signature Ted Harvey

Customer Signature

Print Name:_____

Title:_____ Date :_____

City Council Meeting

October 17, 2024

CITY OF
ABILENE
TEXAS

RCN Technologies

Hardware Requirement:

- The City requires additional hardware and services provided by RCN Technologies
  - New and planned wireless communication hardware and services as required
  - To equip additional Police Department vehicles with wireless data services in Fiscal Year 2025
  - Supporting the current implementation of new Police Department Mobile Data Computer (MDC) systems
  - These 50 units to be installed in police vehicles supporting the currently to be acquired 31 MDCs
  - Provides for the 1-to-1 assignment of MDCs and their use
  - This implementation supports the City's initiatives in cybersecurity and the transition to the Microsoft environment

IT Department Recommendation

- Endorses the requested hardware acquisition for a not-to-exceed amount of $99,999.81

CITY OF ABILENE TEXAS

City Council Meeting

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase 21 Additional WatchGuard systems, Warranty Services, and Storage Services for the Police Department from Motorola Solutions as a Provider via Texas State Contract DIR-TSO-4101 *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire hardware and services from Motorola Solution through the Texas State Contract #DIR-TSO-4101. The IT Department, in association with replacing the Abilene Police Department's Mobile Data Computer (MDC) systems, requires this new hardware, services and configuration in Fiscal Year 2025 as provided for, budgeted and funded through the Abilene Police Department's Apparatus fund. The IT Department requests the acquisition of this hardware, services and configuration from Motorola Solutions in the not-to-exceed amount of $258,514.20. The acquisition of hardware from Motorola Solutions will be conducted following the City's procurement processes within this not-to-exceed amount.

SPECIAL CONSIDERATIONS

Camera systems are required by law for patrol vehicles.

FUNDING/FISCAL IMPACT

Funds from the Police Apparatus Fund.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. CoA Council - Resolution - WatchGuard
2. Abilene PD 4 Year M500 (21)
3. 20241017 - City Council - Presentation - WatchGuard

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVAL TO PURCHASE 21 ADDITIONAL WATCHGUARD SYSTEMS, WARRANTY SERVICES, AND STORAGE SERVICES FOR THE POLICE DEPARTMENT FROM MOTOROLA SOLUTIONS.

WHEREAS, the City Council of the City of Abilene recognizes the need for WatchGuard hardware, services and storage from Motorola Solutions; and

WHEREAS, the Information Technology Department will require hardware, services and storage to support the fiscal year 2025 implementation of WatchGuard technologies for the Police Department's vehicles; and

WHEREAS, the Information Technology Department, in association with replacing the Abilene Police Department's Mobile Data Computer (MDC) systems, requires this new wireless video recording hardware and services to be acquired in Fiscal Year 2025 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund; and

WHEREAS, this is the first of a three-year initiative to increase the Police Department fleet of police vehicles and achieve a one-to-one assignment to officers; and

WHEREAS, that total fiscal year 2025 hardware, services and storage is not to exceed $258,514.20 and

WHEREAS, this acquisition will be from Motorola Solutions as a provider of WatchGuard hardware, services and storage through the Texas State Contract #DIR-TSO- 4101; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of this hardware, services and storage from Motorola Solutions; and

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

Part 1: That the City Council approves the acquisition of hardware, services and storage from Motorola Solutions for a not to exceed amount of $258,514.20 in fiscal year 2025

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

ADOPTED this 17th day of October, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Billing Address:
ABILENE POLICE DEPARTMENT
PO BOX 60
ABILENE, TX 79604
US

Quote Date:10/01/2024
Expiration Date:12/30/2024
Quote Created By:
Blake Galloway
Regional Sales Manager
Blake.Galloway@
motorolasolutions.com
214-551-2709

End Customer:
ABILENE POLICE DEPARTMENT

Contract: Texas DIR-TSO-4101
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500						
1	WGB-0708A	0851	M500 ICV SYSTEM W/RCAM V300 WIFI DCK,SPS	21		$6,315.00	$132,615.00
2	WGW00502	0854	M500 EXTENDED WARRANTY	21	4 YEAR	$715.20	$15,019.20
3	WGP02225-230-KIT2	0851	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	21		Included	Included
	VideoManager EL or EX: Video Evidence Management						
4	WGC02002	0696	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	21	4 YEAR	$3,580.00	$75,180.00
5	WGC02003	0696	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA*	21	4 YEAR	$1,700.00	$35,700.00
	Vigilant						

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
6	TT4149A	0693	INVESTIGATIVE DATA PLATFORM - ANNUAL SUBSCRIPTION FOR UP TO 25 SWORN - STATE AND LOCAL	1		$4,250.00	$4,250.00
7	DDN3420A	0669	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		$500.00	$500.00
8	DDN3421A	0693	M500 BASIC ALPR VAAS	21		$516.00	$10,836.00
9	Incentive		No Cost LPR Incentive Expiration Date: 12/31/2024	1		-$15,586.00	-$15,586.00

Grand Total $258,514.20(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable)	**$164,089.80**
Year 2 Subscription Fee	**$31,474.80**
Year 3 Subscription Fee	**$31,474.80**
Year 4 Subscription Fee	**$31,474.80**
Grand Total System Price (Inclusive of Upfront and Annual Costs)	**$258,514.20**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Solutions / WatchGuard
(Troy Swanson)

October 17, 2024

CITY OF ABILENE TEXAS

Motorola Solutions / WatchGuard

Requirement:

- The City requires additional hardware, services and storage
  - New and planned video recording hardware, services and storage as required
  - To equip 21 additional Police Department vehicles in Fiscal Year 2025
  - Supporting the current implementation of new Police Department Mobile Data Computer (MDC) systems
  - This is the first of a three-year initiative to increase the Police Department fleet count
  - Provides for the 1-to-1 assignment of MDCs and their use
  - This implementation supports the City's initiatives in cybersecurity and the transition to the Microsoft environment

IT Department Recommendation

- Endorses the requested hardware, services and storage acquisition for a not-to-exceed amount of $258,514.20

CITY OF ABILENE TEXAS

Motorola Solutions / WatchGuard

Questions?

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Annual Subscription Support Services from OpenGov for the Cartegraph Asset Management Software System *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires proprietary purchase of annual subscription support services from OpenGov. These annual services have been acquired since March 2019 in support of the City's use of Cartegraph by multiple Departments. The IT Department requests these annual subscription support services for November 2, 2024 through November 1, 2027 for the amount of $550,992.53. Year two and three, fiscal year 2026 and 2027, will be subject to appropriation and available funding, while the Technology Plan funding for these services is budgeted and available in fiscal year 2025. The acquisition of services from OpenGov. will be conducted following the City's procurement processes within this not-to-exceed amount for each of the three fiscal years 2024, 2025, and 2026.

SPECIAL CONSIDERATIONS

By Resolution 66-2019, the City Council approved the purchase of operations management system technology from Cartegraph Systems, Inc. In approximate 2022, OpenGov acquired the Cartegraph product, and OpenGov is the sole supplier of the Cartegraph subscription. The updated agreement with OpenGov will continue the City's use of the Cartegraph asset management software system, and allow expansion of the software system.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - OpenGov
2. City of Abilene, TX - 2024 OpenGov CTG Renewal - 11.2.2024.xlsx - Google Sheets (2)
3. 20241017 - City Council - Presentation - OpenGov

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE THE PROPRIETARY PURCHASE OF ANNUAL SUBSCRIPTION SUPPORT SERVICES FROM OPENGOV FOR THE CARTEGRAPH ASSET MANAGEMENT SOFTWARE SYSTEM

WHEREAS, the City Council of the City of Abilene recognizes the need for services from OpenGov as subscription support services for Cartegraph, a proprietary product of OpenGov, are required for the term from November 2, 2024 through November 1, 2025; and

WHEREAS, these subscription services support the Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Treatment Plant Domain, Water Distribution Domain, Water Treatment Plant Domain; and

WHEREAS, since March 2019, the subscription support services provided by OpenGov have been used to support these domains, maintaining the City's obligation to secure subscription services; and

WHEREAS, these support services are subscription services only available directly from OpenGov as a proprietary solution meeting the City's current needs and use, while alternatives would require complete replacement and services to transition to another solution; and

WHEREAS, the proposed annual service is for 150 users in fiscal year 2025 is $174,778.92, for 150 users in fiscal year 2026 is $183,517.86, and for 150 users in fiscal year 2027 is $192,693.75; and

WHEREAS, these subscriptions are available as a three-year contract with a total value of $550,992.53 with year two and three, fiscal year 2026 and 2027, subject to appropriation and available funding, and the Technology Plan funding for these subscription support services is budgeted and available in fiscal year 2025; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of services from OpenGov; and

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

Part 1: That the City Council approves the acquisition of the three-year subscription support services from OpenGov for a not to exceed amount of $550,992.53 with fiscal year 2026 and 2027 subject to appropriate and available funds

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

ADOPTED this 17th day of October, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	OG-00TX1830
Created On:	4/23/2024
Order Form Expiration:	11/1/2024
Subscription Start Date:	11/2/2024
Subscription End Date:	11/1/2027

Prepared By:	Audrey Helle
Email:	renewals@opengov.com
Contract Term:	36 Months

Customer Information

Customer:	City of Abilene, TX	**Contact Name:**	Robert Hanna
Bill To/Ship To:	555 Walnut Street Abilene, Texas 79601 United States	**Email:**	robert.hanna@abilenetx.gov

Order Details

Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
OMS Premium, OMS User (150 Users), Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Treatment Plant Domain, Water Distribution Domain, Water Treatment Plant Domain	11/2/2024	11/1/2025	$174,778.92
OMS Premium, OMS User (150 Users), Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Treatment Plant Domain, Water Distribution Domain, Water Treatment Plant Domain	11/2/2025	11/1/2026	$183,517.86
OMS Premium, OMS User (150 Users), Sanitary Sewer Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Treatment Plant Domain, Water Distribution Domain, Water Treatment Plant Domain	11/2/2026	11/1/2027	$192,693.75

Annual Subscription Total: See Service Terms

Serivce Terms

Service Date:	Amount:
November 2, 2024	$174,778.92
November 2, 2025	$183,517.86
November 2, 2026	$192,693.75

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Abilene, TX

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

City Council Meeting

October 17, 2024

CITY OF ABILENE TEXAS

OpenGov – Cartegraph Asset Management

Subscription Support Services Requirement:

- The City requires subscription support services to maintain access to Cartegraph
  - Supporting City's 150 users and Departments

Sanitary Sewer Domain	Signal Domain
Stormwater Domain	Transportation Domain
Walkability Domain	Wastewater Treatment Plant Domain
Water Distribution Domain	Water Treatment Plant Domain

Annual Services:

- This three-year term will be from November 2, 2024, through November 1, 2027
- Since March 2019
- the proposed fiscal year 2025 expense is $174,778.92
  for fiscal year 2026 is $183,517.86
  for fiscal year 2027 is $192,693.75

IT Department Recommendation

- Endorses the requested OpenGov support services for a not-to-exceed amount of $550,992.53

CITY OF ABILENE TEXAS

City Council Meeting

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Rondell Seratte, Police Chief**

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Interlocal Agreement with Taylor County and Betty Hardwick for Two Jail Navigator Position *(Rondell Seratte)***

GENERAL INFORMATION

Taylor County, the City of Abilene, and Betty Hardwick Center wish to execute an Interlocal Agreement to address ongoing mental health needs in our community.

The Abilene Police Department has budgeted $72,000 for inmate confinement in the approved FY 2024-2025 budget. The Abilene Police Department will use said funds to jointly fund two (2) Jail Navigator positions that will be staffed at the Taylor County Adult Detention Center. The Jail Navigator positions will work to decrease the incarceration of arrested persons who suffer mental illness, thus resulting in reduced budgetary impacts for all parties.

The Abilene Police Department will pay $34,114.00 per year for creating and maintaining two (2) Jail Navigator positions, to be paid in monthly increments, beginning October 1, 2024.

The City Council had previously appropriated expenses for creating and maintaining one (1) Jail Navigator position.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between Taylor County, the City of Abilene, and Betty Hardwick Center for the two Jail Navigator positions.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Jail Navigator Resolution
2. Jail Navigator Interlocal Updated
3. Jail Navigator Interlocal Powerpoint

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT BETWEEN TAYLOR COUNTY, CITY OF ABILENE, AND BETTY HARDWICK CENTER REGARDING TWO (2) JAIL NAVIGATOR POSITIONS AND APPROVING FUNDS THAT WERE PREVIOUSLY EXPENDED ON TWO (2) JAIL NAVIGATOR POSITIONS

WHEREAS, Taylor County, the City of Abilene, and Betty Hardwick Center wish to execute an Interlocal Agreement to address ongoing mental health needs in our community; and

WHEREAS, this City Council finds the Abilene Police Department has budgeted $72,000 for inmate confinement in the approved FY 2024-2025 budget; and

WHEREAS, the Abilene Police Department will use said funds to jointly fund two (2) Jail Navigator positions that will be staffed at the Taylor County Adult Detention Center; and

WHEREAS, the Jail Navigator positions will work to decrease the incarceration of arrested persons who suffer mental illness, thus relating in reduced budgetary impacts for all parties; and

WHEREAS, the Abilene Police Department will pay $34,114.00 per year for creating and maintaining two (2) Jail Navigator positions, to be paid in monthly increments, beginning October 1, 2024; and

WHEREAS, the City Council had previously appropriated expenses for creating and maintaining one (1) Jail Navigator position; and

WHEREAS, the Abilene Police Department has paid Betty Hardwick Center for the cost of creating and maintaining two (2) Jail Navigator positions from October 1, 2020, through September 30, 2024.

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

PART 1: The City Manager is authorized to execute the Interlocal Agreement, which will be effective October 1, 2024, and ends on September 30, 2025, and shall automatically renew for additional periods of one (1) year until terminated by one of the parties.

PART 2: Betty Hardwick Center shall provide necessary training to and supervision of the Jail Navigators.

PART 3: The additional expended funds from October 1, 2020, through September 30, 2024, for the two (2) Jail Navigator positions is approved.

Adopted the 17th day of October, 2024.

ATTEST:

_____	_____
Shawna Atkinson, City Secretary	Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TAYLOR §

This Agreement ("Agreement") is entered by and between **Taylor County, Texas** ("County"), the **City of Abilene, Texas** (the "City"), and the **Betty Hardwick Center**, which is a state agency and the Mental Health and Intellectual and Developmental Authority for Taylor County and other counties ("BHC"). The purpose of this Agreement is to fund two (2) Jail Navigator positions at the Taylor County Adult Detention Center for the Jail Diversion program. This Agreement is authorized under Chapter 791, Texas Government Code.

RECITALS

WHEREAS, the County, the City, and BHC recognize that a need exists for creation of Jail Navigator positions at the County's Adult Detention Center ("jail") to provide mental health services relating to the potential diversion of persons from the jail to other appropriate facilities or programs for treatment; and

WHEREAS, to fulfill the need for these mental health services, the Jail Navigator positions will be housed at the jail; the County, the City, and BHC will share expenses relating to the positions; the Jail Navigators will be hired by and employed by the BHC; the tentative schedule for the Jail Navigator Team Lead is 8:00 a.m. to 5:00 p.m., Monday through Friday, and the tentative schedule for the nighttime Jail Navigator is 5:00 p.m. to 1:00 a.m., Tuesday through Saturday; and the Jail Navigators' general job descriptions, qualifications, and duties are more fully described in the Performance Description Evaluations attached as Exhibit "A"; and

WHEREAS, the parties desire the initial term of this Agreement to begin on October 1, 2024, and to end on September 30, 2025; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the County, the City, and BHC agree as follows:

COUNTY'S OBLIGATIONS

1. The County shall provide sufficient office space at the jail for the Jail Navigators to perform the functions of the Jail Navigator jobs; and

2. The County shall pay $19,242.00 per year for creating and maintaining the Jail Navigator Team Lead position, to be paid monthly, beginning on October 1, 2024. The County shall pay the monthly amount of $1,603.50 to BHC, with the first payment due on or before October 20, 2024, and a like payment being due on or before the 20th day of each month thereafter for the remainder of the Agreement term.

3. The County shall pay $14,862.00 per year for creating and maintaining the nighttime Jail Navigator position, to be paid monthly, beginning on October 1, 2024. The County shall pay the monthly amount of $1,238.50 to BHC, with the first payment due on or before October 20, 2024, and a like payment being due on or before the 20th day of each month thereafter for the remainder of the Agreement term.

CITY'S OBLIGATIONS

1. The City shall pay $19,252.00 per year for creating and maintaining the Jail Navigator Team Lead position, to be paid monthly, beginning on October 1, 2024. The City shall pay the monthly amount of $1,604.34 to BHC, with the first payment due on or before October 20, 2024, and a like payment being due on or before the 20th day of each month thereafter for the remainder of the Agreement term.

2. The City shall pay $14,862.00 per year for creating and maintaining the nighttime Jail Navigator position, to be paid monthly, beginning on October 1, 2024. The City shall pay the monthly amount of $1,238.50 to BHC, with the first payment due on or before October 20, 2024, and a like payment being due on or before the 20th day of each month thereafter for the remainder of the Agreement term.

BHC'S OBLIGATIONS

1. BHC shall pay $19,242.00 per year for creating and maintaining the Jail Navigator Team Lead position, beginning on October 1, 2024.

2. BHC shall pay $14,862.00 per year for creating and maintaining the nighttime Jail Navigator position, beginning on October 1, 2024.

3. BHC shall provide necessary training to and supervision of the Jail Navigators; BHC shall provide computer and other equipment to the Jail Navigators that is necessary for the performance of the job; BHC agrees that the Jail Navigators shall be employees of BHC; and BHC shall be responsible for paying the Jail Navigators' salaries and any employment benefits offered for the positions.

TERM AND TERMINATION

This term of this Agreement shall commence on October 1, 2024, and end on September 30, 2025, and shall automatically renew for additional periods of one (1) year until terminated by one of the parties. Either the County, the City, or BHC may terminate this Agreement without cause prior to the expiration of this Agreement upon thirty (30) days written notice to the other parties.

NONAPPROPRIATION CLAUSE

If, for any fiscal year, the County of City fails to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the County or City shall promptly give notice of the non-appropriation of funds. The County and City shall make reasonable efforts to ensure that funds are appropriated to fully carry out their obligations as set forth in this Agreement. The County and City shall endeavor to provide thirty (30) days' notice of intent not to appropriate the necessary funds for their performance of obligations under this Agreement.

NOTICES

Any notice permitted or required to be given to a party to this Agreement may be given by certified, United States Mail, return receipt requested, postage prepaid, properly addressed to the party or by other agreed-upon delivery.

INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, joint enterprise, common enterprise, or joint venture between the parties. The parties hereby declare and acknowledge that independent contractor relationships exist among them.

MISCELLANEOUS PROVISIONS

1. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to, or by the parties with each other.

2. If any term in this Agreement shall be found to be invalid, the remainder of this Agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.

3. This Agreement may be amended by written agreement of the parties.

4. This Agreement shall be governed by the laws of the State of Texas and venue for the enforcement of this Agreement shall be in Taylor County, Texas.

[Signature page to follow]

AGREED, SIGNED, and ENTERED by the duly authorized officers of Taylor County, the City of Abilene, and the Betty Hardwick Center on the dates hereinafter indicated.

TAYLOR COUNTY
("County")

By: _____ Date: _____
Phil Crowley, Taylor County Judge

Attest:

By: _____
Brandi DeRemer, Taylor County Clerk

CITY OF ABILENE
("City")

By: _____
Robert Hanna, City Manager

Attest:

By: _____
Shawna Atkinson, City Secretary

BETTY HARDWICK CENTER
("BHC")

By: _____
Jenny Goode, Chief Executive Officer

EXHIBIT A

Position Description & Performance Evaluation

Betty Hardwick Center

Employee Name:

Employee Number:

Working Position Title: Jail Navigator - Team Lead

Unit Name/Number: Jail Navigator - 255

Immediate Supervisor:

☐ **Exempt** ☑ **Non-Exempt**

Type of Action: **Date:**

☑ **Job Description** ☑ **Initial** ☐ **Revision** ☐ **Addendum**

☐ **Evaluation** ☐ **5 Month** ☐ **Annual** ☐ **Special**

General Description:

This position will be housed at the Taylor County Jail. This person will work with inmates identified as having mental health issues either in the jail or being brought to the jail. This person will serve as a liaison between incarcerated inmates, the judicial system, families and other resources. Duties will include performing assessments to determine most appropriate level of care, obtaining social and medical history, assessing their social support network, working with families and coordinating a Release Plan to insure a smooth transition to the community upon release. If the person is not incarcerated and is able to be diverted to community services, they will assist these individuals with jail diversion services. Jail Navigator will be the main contact for all jail in-reach efforts and will work closely with attorney's, judges, DA's, to ensure the best possible outcome for those waiting on competency restoration at a State hospital. Jail Navigator will also work closely with Betty Hardwick Center Medical Director and Nurse Supervisor to identify inmates that are non-compliant with medications while incarcerated to have them evaluated for compelled medications. These services could include providing assessments, referring to community resources, coordinating services with family members when appropriate, and referring to the most appropriate level of care. The primary focus of this position will be on working with jail staff to identify those persons in need of mental health services and diverting them from jail whenever possible. This position requires the ability to: identify problems in needed areas; work under pressure and stressful situations in a professional manner; be thorough in assessment and documentation; and develop a positive working relationship with all jail staff in each county jail and each consumer while setting healthy boundaries and working within the scope of your assigned duties identified by the MOU. This person will also serve as the primary contact for the Betty Hardwick Center to assist with any jail clinic or follow up issues as needed. The scheduled hours are Monday through Friday, 8am-5pm.

Qualifications: (Education & Experience)

-Requires a Bachelors Degree in Psychology or a Human Services Field from an accredited college or university.
-Must be eligible to be certified as a Qualified Mental Health Professional. Prefer previous mental health work experience with adult consumers with an emphasis on assessment and referral coordination.
-Familiarity with the criminal justice system is a plus.
-Must possess a valid Texas Drivers License and be an insurable driver.

JOB FUNCTIONS AND PERFORMANCE STANDARDS

Ratings given below a 3 or a rating of 5 must be accompanied by a supervisor's supporting comment.

1. **FUNCTION: Achieves Training/Professional Development Requirements:**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

- Complies with mandatory training required stipulated by HHCS contract, funding sources, and discipline/credential associated with this position. Attach copy of most recent Staff Development report (Available in I Vantage)
- Applies training received consistently and correctly relevant to position duties.

Comments/Observation of performance:

2. **FUNCTION: Maintains good interpersonal relations and provides quality customer service.**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

- Demonstrates respectful interactions with all internal and external customers.
- Coordinates and executes functional and successful partnerships with community stakeholders.
- Exhibits a professional, knowledgeable, effective and positive community image.
- Coordinates professionally with other staff to achieve quality service delivery.
- Possesses knowledge of available client resources and assists customers as needed.
- Demonstrates appropriate responsiveness to customer needs.
- Shows respect to customers and coworkers at all times as demonstrated by no legitimate consumer and/or coworker complaints.

Comments/Observation of performance:

3. **FUNCTION: Complies with the personnel operating instructions of the Center.**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

- Reports to work on time and manages break and lunch periods appropriately.
- Demonstrates flexible and efficient time management and the ability to prioritize workloads.
- Utilizes leave responsibly in accordance with established procedures.
- Displays workplace behaviors that maintain a functional and productive environment.
- Models professionalism by appropriate dress and language.
- Works within a teamwork concept to promote the mission and goals of the unit.
- Regularly attends and actively participates in workplace meetings.
- Uses teamwork and professionalism to resolve complaints within established procedures.
- Submits accurate time into timesheet system on a minimum of every other day and accurately verifies and completes timesheets within 24 hours of ending pay period.

Comments/Observation of performance:

4. **FUNCTION: Contributes to the fiscal solvency of the Unit and Center.**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

- Ensures activities are cost-effective and continuously reviews activities for efficiencies.
- Functions within budget projections and follows policies and procedures to access funding.
- Reports Medicaid Administrative Claiming activities accurately to successfully assist in meeting contract and budget projections.
- Completes all required documentation and turns into H.I.M. within 1 business day of delivery.
- Demonstrates knowledge of funding source and program outcome requirements.

Comments/Observation of performance:

5. **FUNCTION: Effectively demonstrates understanding and compliance with quality management policies.**

STANDARD OF PERFORMANCE:

Below Expectations | Meeets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

- Participates regularly in quality assurance activities of assigned caseload.
- Ensures efficient delivery of quality services.
- Complies with Center Operating Instructions concerning the privacy and security of consumer's Protected Health Information.
- Complies with Center Operating Instructions on Fraud and Abuse and Center Business Code of Conduct.
- Understands and follows all agency safety and health standards, regulations, procedures, policies or practices.
- Performs all work and operates all equipment in accordance with Center safety standards and procedures as evidenced by lack of preventable accidents.
- Demonstrates work and competency in the required federal and state laws, service definitions, certification principles, and billing guidelines for the services in this unit (i.e. HCS, Texas Home Living, ECI, DAD, DSHS, etc.).
- Operates with reasonable judgment and with the oversight and independence established for the position.

Comments/Observation of performance:

6. **FUNCTION: Achieves measurable position outcomes.**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

•The Jail Navigator will be housed at the jail and available during the scheduled work hours to provide assessments to persons either being brought to the jail for diversion or booking. This person will provide assessments to identify the pre and post incarceration needs, or needs upon diversion. A client centered plan will be developed to insure successful transition to the community. A philosophy of trauma informed care is expected in this position.
•The Jail Navigator will serve as an advocate and a liaison for persons currently incarcerated in Taylor County Jail and identified as having mental health needs. This may include insuring services such as jail clinic are arranged for the inmate.

•The Jail Navigator will perform assessments to identify needs of those incarcerated and or being diverted to determine appropriate level of care by coordinating jail services and scheduling people for jail clinic services if they meet the requirements.
•The Jail Navigator will assist those identified inmates that are being released from jail with a comprehensive, client centered release plan to meet their current needs, and to prevent further contact with law enforcement.
•The Jail Navigator will assist those persons being diverted from jail with a client centered plan to address their needs, help them access appropriate services in the community, and reduce the risk of further contact with law enforcement.
•The Jail Navigator will be the point of contact for the staff at Taylor County Jail to communicate and coordinate appropriate services with the Betty Hardwick Center
•The Jail Navigator will be responsible to communicate with the MH program administrator about identified issues or barriers to services upon release.
•Required to maintain acceptable productivity during work hours.
•Jail Navigators will work under the jail MOU's to ensure proper referrals are made for jail clinic to only serve people identified to have primary diagnosis of Schizophrenia, Bipolar disorder, and Major Depressive disorder.
•Jail Navigators will ensure that they communicate effectively to jail Sergeants prior to any contact with inmates in the jails and understand to work under the rules set forth in each county jail.
•Jail Navigators must only work with people in the jail with a mental illness or intellectual and developmental disability, or people that they are called on to assess by jail staff.
•If a scheduled work day occurs on a holiday, it will be considered a regular work day.
•Responsible for completing any and all other tasks as assigned by the manager.

Comments/Observation of Performance:

❖ PROFESSIONAL DEVELOPMENT PLAN

OBJECTIVES Strategies for Growth	RESPONSIBLE PARTY Employee or Manager	COMPLETION DATE Expected or Actual

❖ Supervisor's Comments:

❖ Employee Comments:

❖ Acknowledgment of Position Description/Performance Evaluation

☐ I have received, read and understand this evaluation with my supervisor. I understand that my signature here does not mean that I agree with this evaluation and I understand that I may respond to this evaluation in writing.

☐ I understand my responsibilities as described in this position description. I also understand that I may be given additional assignments not listed here.

Employee	Date
Manager	Date
Executive Manager	Date
HR Director	Date

Total Points: [ ] X 4.75= [ ]

PERFORMANCE LEVELS

Level 5 (120 & above) Performance results are consistently outstanding and greatly exceed basic job expectations. Typically represents only a small percent of employees who deserve to be recognized for their excellent performance. Results can be documented and requires explanation of outstanding performance.

Level 4 (96 to 119) Performance results consistently exceed basic job expectations in most important areas to the degree that recognition is warranted. Those receiving this rating will have exceeded basic job expectations by demonstrating better than expected productivity and making special contributions. Results can be documented.

Level 3 (77 to 95) Performance is fully acceptable and satisfactory for the job as defined by job description and job standards. Employees are expected to perform at this level. Most employees should fall in this category.

Level 2 (53 to 76) Performance is minimally acceptable and satisfactory with certain areas of work requiring improvement before the employee can be judged "fully effective". Lack of results can be documented. Requires a deadline for improvement of performance. Employees receiving this rating will normally not be considered eligible for merit increases until performance improves.

Level 1 (52 & below) Performance consistently fails to meet basic job expectations. Consistent lack of results can be documented and requires written explanation of shortfalls. If unsatisfactory performance still exists after formal documented efforts aimed at improvement have been made, the Center may discharge the employee.

Position Description & Performance Evaluation

Betty Hardwick Center

Employee Name:

Employee Number:

Working Position Title: Jail Navigator

Unit Name/Number: Jail Navigators - 255

Immediate Supervisor: Brett Rowlett, Program Administrator

☐ **Exempt** ☑ **Non-Exempt**

Type of Action: **Date:**

☑ **Job Description** ☑ **Initial** ☐ **Revision** ☐ **Addendum**

☐ **Evaluation** ☐ **5 Month** ☐ **Annual** ☐ **Special**

General Description:

This position will be housed at the Taylor County Jail. This person will work with inmates identified as having mental health issues either in the jail or being brought to the jail. This person will serve a a liaison between incarcerated inmates, the judicial system, families and other resources. Duties will include performing assessments to determine most appropriate level of care, obtaining social and medical history, assessing their social support network, working with families and coordinating a Release Plan to insure a smooth transition to the community upon release. If the person is not incarcerated and is able to be diverted to community services, they will assist these individuals with jail diversion services. These services could include providing assessments, referring to community resources, coordinating services with family members when appropriate, and referring to the most appropriate level of care. The primary focus of this position will be on working with jail staff to identify those persons in need of mental health services and diverting them from jail whenever possible. This person will also serve as the primary contact for the Betty Hardwick Center to assist with any jail clinic or follow up issues as needed. This position requires the ability to: identify problems in needed areas; work under pressure and stressful situations in a professional manner; be thorough in assessment and documentation; and develop a positive working relationship with all jail staff in each county jail and each consumer while setting healthy boundaries and working within the scope of your assigned duties identified by the MOU. The scheduled hours are Tuesday through Saturday, 5PM-1AM.

Qualifications: (Education & Experience)

-Requires a Bachelors Degree in Psychology or a Human Services Field from an accredited college or university.
-Must be eligible to be certified as a Qualified Mental Health Professional.
-Prefer previous mental health work experience with adult consumers with an emphasis on assessment and referral coordination.
-Familiarity with the criminal justice system is a plus.
-Must possess a valid Texas Drivers License and be an insurable driver.

JOB FUNCTIONS AND PERFORMANCE STANDARDS

Ratings given below a 3 or a rating of 5 must be accompanied by a supervisor's supporting comment.

1. **FUNCTION: Achieves Training/Professional Development Requirements:**

STANDARD OF PERFORMANCE:

Below Expectations		Meets Expectations	Exceeds Expectations	
☐	☐	☐	☐	☐

- Complies with mandatory training required stipulated by HHCS contract, funding sources, and discipline/credential associated with this position. Attach copy of most recent Staff Development report (Available in I Vantage)
- Applies training received consistently and correctly relevant to position duties.

Comments/Observation of performance:

2. **FUNCTION: Maintains good interpersonal relations and provides quality customer service.**

STANDARD OF PERFORMANCE:

Below Expectations		Meets Expectations	Exceeds Expectations	
☐	☐	☐	☐	☐

- Demonstrates respectful interactions with all internal and external customers.
- Coordinates and executes functional and successful partnerships with community stakeholders.
- Exhibits a professional, knowledgeable, effective and positive community image.
- Coordinates professionally with other staff to achieve quality service delivery.
- Possesses knowledge of available client resources and assists customers as needed.
- Demonstrates appropriate responsiveness to customer needs.
- Shows respect to customers and coworkers at all times as demonstrated by no legitimate consumer and/or coworker complaints.

Comments/Observation of performance:

3. **FUNCTION: Complies with the personnel operating instructions of the Center.**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

- Reports to work on time and manages break and lunch periods appropriately.
- Demonstrates flexible and efficient time management and the ability to prioritize workloads.
- Utilizes leave responsibly in accordance with established procedures.
- Displays workplace behaviors that maintain a functional and productive environment.
- Models professionalism by appropriate dress and language.
- Works within a teamwork concept to promote the mission and goals of the unit.
- Regularly attends and actively participates in workplace meetings.
- Uses teamwork and professionalism to resolve complaints within established procedures.
- Submits accurate time into timesheet system on a minimum of every other day and accurately verifies and completes timesheets within 24 hours of ending pay period.

Comments/Observation of performance:

4. **FUNCTION: Contributes to the fiscal solvency of the Unit and Center.**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

- Ensures activities are cost-effective and continuously reviews activities for efficiencies.
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- Reports Medicaid Administrative Claiming activities accurately to successfully assist in meeting contract and budget projections.
- Completes all required documentation and turns into H.I.M. within 1 business day of delivery.
- Demonstrates knowledge of funding source and program outcome requirements.

Comments/Observation of performance:

5. **FUNCTION: Effectively demonstrates understanding and compliance with quality management policies.**

STANDARD OF PERFORMANCE:

Below Expectations | Meeets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

- Participates regularly in quality assurance activities of assigned caseload.
- Ensures efficient delivery of quality services.
- Complies with Center Operating Instructions concerning the privacy and security of consumer's Protected Health Information.
- Complies with Center Operating Instructions on Fraud and Abuse and Center Business Code of Conduct.
- Understands and follows all agency safety and health standards, regulations, procedures, policies or practices.
- Performs all work and operates all equipment in accordance with Center safety standards and procedures as evidenced by lack of preventable accidents.
- Demonstrates work and competency in the required federal and state laws, service definitions, certification principles, and billing guidelines for the services in this unit (i.e. HCS, Texas Home Living, ECI, DAD, DSHS, etc.).
- Operates with reasonable judgment and with the oversight and independence established for the position.

Comments/Observation of performance:

6. **FUNCTION: Achieves measurable position outcomes.**

STANDARD OF PERFORMANCE:

Below Expectations | Meets Expectations | Exceeds Expectations

☐ ☐ ☐ ☐ ☐

•The Jail Navigator will be housed at the jail and available during the scheduled work hours to provide assessments to persons either being brought to the jail for diversion or booking.
•This person will provide assessments to identify the pre and post incarceration needs, or needs upon diversion. A client centered plan will be developed to insure successful transition to the community.
•A philosophy of trauma informed care is expected in this position.

•The Jail Navigator will serve as an advocate and a liaison for persons currently incarcerated in Taylor County Jail and identified as having mental health needs. This may include insuring services such as jail clinic are arranged for the inmate.
•The Jail Navigator will perform assessments to identify needs of those incarcerated and or being diverted to determine appropriate level of care.
•The Jail Navigator will assist those identified inmates that are being released from jail with a comprehensive, client centered release plan to meet their current needs, and to prevent further contact with law enforcement.
•The Jail Navigator will assist those persons being diverted from jail with a client centered plan to address their needs, help them access appropriate services in the community, and reduce the risk of further contact with law enforcement.
•The Jail Navigator will be the point of contact for the staff at Taylor County Jail to communicate and coordinate appropriate services with the Betty Hardwick Center
•The Jail Navigator will be responsible to communicate with the MH program administrator about identified issues or barriers to services upon release.
•Jail Navigators will work under the jail MOU's to ensure proper referrals are made for jail clinic to only serve people identified to have primary diagnosis of Schizophrenia, Bipolar disorder, and Major Depressive disorder.
•Jail Navigators will ensure that they communicate effectively to jail Sergeants prior to any contact with inmates in the jails and understand to work under the rules set forth in each county jail.
•Jail Navigators must only work with people in the jail with a mental illness or intellectual and developmental disability, or people that they are called on to assess by jail staff.
•Required to maintain acceptable productivity during work hours.
•If a scheduled work day occurs on a holiday, it will be considered a regular work day.
•Responsible for completing any and all other tasks as assigned by the manager.

Comments/Observation of Performance:

❖ PROFESSIONAL DEVELOPMENT PLAN

OBJECTIVES Strategies for Growth	RESPONSIBLE PARTY Employee or Manager	COMPLETION DATE Expected or Actual

❖ Supervisor's Comments:

❖ Employee Comments:

❖ **Acknowledgment of Position Description/Performance Evaluation**

☐ I have received, read and understand this evaluation with my supervisor. I understand that my signature here does not mean that I agree with this evaluation and I understand that I may respond to this evaluation in writing.

☐ I understand my responsibilities as described in this position description. I also understand that I may be given additional assignments not listed here.

Employee	Date
Manager	Date
Executive Manager	Date
HR Director	Date

Total Points: [ ] X 4.75= [ ]

PERFORMANCE LEVELS

Level 5 (120 & above) Performance results are consistently outstanding and greatly exceed basic job expectations. Typically represents only a small percent of employees who deserve to be recognized for their excellent performance. Results can be documented and requires explanation of outstanding performance.

Level 4 (96 to 119) Performance results consistently exceed basic job expectations in most important areas to the degree that recognition is warranted. Those receiving this rating will have exceeded basic job expectations by demonstrating better than expected productivity and making special contributions. Results can be documented.

Level 3 (77 to 95) Performance is fully acceptable and satisfactory for the job as defined by job description and job standards. Employees are expected to perform at this level. Most employees should fall in this category.

Level 2 (53 to 76) Performance is minimally acceptable and satisfactory with certain areas of work requiring improvement before the employee can be judged "fully effective". Lack of results can be documented. Requires a deadline for improvement of performance. Employees receiving this rating will normally not be considered eligible for merit increases until performance improves.

Level 1 (52 & below) Performance consistently fails to meet basic job expectations. Consistent lack of results can be documented and requires written explanation of shortfalls. If unsatisfactory performance still exists after formal documented efforts aimed at improvement have been made, the Center may discharge the employee.

Approving Interlocal Agreement for Two Jail Navigator Positions

October 17, 2024

Taylor County, the City of Abilene, and Betty Hardwick Center wish to execute an Interlocal Agreement to address ongoing mental health needs in our community.

The Abilene Police Department has budgeted $72,000 for inmate confinement in the approved FY 2024-2025 budget. The Abilene Police Department will use said funds to jointly fund two (2) Jail Navigator positions that will be staffed at the Taylor County Adult Detention Center. The Jail Navigator positions will work to decrease the incarceration of arrested persons who suffer mental illness, thus resulting in reduced budgetary impacts for all parties.

CITY OF ABILENE TEXAS

The Abilene Police Department will pay $34,114.00 per year for creating and maintaining two (2) Jail Navigator positions, to be paid in monthly increments, beginning October 1, 2024.

The City Council had previously appropriated expenses for creating and maintaining one (1) Jail Navigator position.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Julee Hammer, Library Director**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with the Abilene Library Consortium *(Julee Hammer)***

GENERAL INFORMATION

This is an annual approval of the agreement between the City and the Abilene Library Consortium (ALC).

The City of Abilene has contracted with the Abilene Library Consortium (ALC) for automated library services since 1999. The term of the agreement is automatic annual renewal.

ALC provides management of the shared electronic catalog system for members. In addition, ALC Membership allows reciprocal borrowing between member libraries, which is a great benefit for all library patrons. ALC also provides a courier service for materials delivery between ALC member libraries. ALC members include the City of Abilene, Abilene Christian University, Hardin-Simmons University, McMurry University, and Howard Payne University Library.

The Deputy City Manager is a member of the ALC Board, and the Director of Library Services is a member of the ALC Administrative Council.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The FY25 Abilene Library Consortium membership for the City of Abilene is $89,595. The ALC membership cost is based on the service population and services provided. The FY24 Abilene Library Consortium membership for the City of Abilene was $86,985.

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution ALC Membership 10 2024
2. ALC City Council 10 2024

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CONTINUATION OF THE AGREEMENT WITH THE ABILENE LIBRARY CONSORTIUM.

WHEREAS, On March 1, 1999 the City of Abilene contracted with the Abilene Library Consortium for automated library services; and

WHEREAS, This agreement automatically renews from year to year; and

WHEREAS, Cost of membership in the Abilene Library Consortium is based on service population and any additional services that a member engages; and

WHEREAS, The Abilene Library Consortium membership amount for fiscal year 2025 is $89,595.

WHEREAS, The Abilene Public Library will be requesting a similar amount for fiscal year 2026 through the normal budget process.

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

Part 1: The City Manager is hereby authorized to continue the agreement with the Abilene Library Consortium.

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

ADOPTED this 17th day of October 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Agreement Between City of Abilene and Abilene Library Consortium

General Information

- 1999 – City of Abilene contracted with Abilene Library Consortium (ALC) for automated library services. The term of agreement is automatic annual renewal.
- ALC provides management of the shared electronic catalog system for members. ALC also provides courier service for delivery of materials between ALC member libraries.
- ALC members include the City of Abilene, Abilene Christian University, Hardin-Simmons University, McMurry University and Howard Payne University.
- The Deputy City Manager is a member of the ALC Board and Director of Library Services is a member of the ALC Administrative Council.

CITY OF ABILENE TEXAS

General Information

FY25 Fiscal Impact:

- FY25 Abilene Library Consortium membership $89,595
- Membership cost is based on service population and services provided. The membership amount was approved by City Council in the FY25 budget.

Staff Recommendation:

- Staff recommends renewal of the agreement with the ALC.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Julee Hammer, Library Director**

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Midwest Tape for Hoopla *(Julee Hammer)***

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue to approve Library purchases from Midwest Tape for Hoopla. Midwest Tape's digital product, Hoopla, provides library patrons with on-demand access to eBooks and eAudio content.The materials available through Hoopla are very popular and usage has risen steadily. There is no signed agreement with Hoopla. The service is done on a Purchase Order basis with funds on deposit and the City may withdraw or change its service thresholds at any time. Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list.

FY24 Hoopla Statistics: 68,424 total checkouts by Abilene Public Library patrons. This is an increase from 60,206 total checkouts in FY23.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

FUNDING/FISCAL IMPACT
Competitive bidding is not required for the purchase of books, papers, and other materials for a public library if those books, papers, and materials are available only from the persons holding exclusive distribution rights to the materials. Additionally, competitive bidding requirements do not apply to the purchase of rare books, papers, and other rare library materials for a public

library.

For those materials that are not exclusive, the library follows the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts. Using the CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts. The City of Abilene participates in the CO-OP program and utilizes vendors listed in the CMBL/HUB vendor list. The book jobbers the Abilene Public Library uses that are members of this program are Baker & Taylor, Ingram Library Services, Brodart, Midwest Tape (including Hoopla), Penworthy, and ProQuest LLC.

FY2025 Fiscal Impact: The total purchases from Midwest Tape for FY2024 are expected to be $150,000, with $120,000 for Hoopla. This amount falls within the FY2025 Council-approved budget for all library materials, which is $504,510.

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Midwest Tape Hoopla 10 2024
2. Midwest Tape City Council 10 2024

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTINUE THE PURCHASE OF LIBRARY MATERIALS FROM MIDWEST TAPE FOR HOOPLA THROUGH THE CITY'S PARTICIPATION IN THE STATE CO-OP PROGRAM CMBL/HUB FOR LIBRARY MATERIALS.

WHEREAS, The City of Abilene is a participant in the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts; and

WHEREAS, Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, movies, music on DVD, Blu-ray, CD and digital downloadable eBooks, and audiobooks; and

WHEREAS, The State of Texas CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the agreement for library materials from Midwest Tape for Hoopla.

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

ADOPTED this 17th day of October 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution: Agreement Between Abilene Public Library and Midwest Tape (Hoopla)

CITY OF ABILENE TEXAS

General Information

- Midwest Tape holds exclusive distribution rights for books, papers and related materials, including rare materials.
- Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list
- Midwest Tape's digital product, Hoopla, provides library patrons with access to eBooks and eAudio content.
- FY24 Hoopla Statistics
  - 68,424 total checkouts

CITY OF ABILENE TEXAS

General Information

FY25 Fiscal Impact:

- FY25 expected materials purchases from Midwest Tape $150,000
- FY25 approved budget for all forms of materials $504,510

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from Midwest Tape (Hoopla).

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Julee Hammer, Library Director**

SUBJECT: **16. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Baker & Taylor *(Julee Hammer)***

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue to approve library materials purchases from Baker & Taylor. Baker & Taylor is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list.

Baker & Taylor provides extensive one-stop shopping for all formats of library materials, including print, movies, music, Blu-ray, CD, eBooks, and eAudio content. Baker & Taylor has been the primary library materials vendor for many years for the Abilene Public Library (APL). Baker & Taylor holds exclusive distribution rights for books, papers, and related materials, including rare materials. Baker & Taylor is a vendor member of the State CO-OP program and can be used for non-exclusive library materials purchases.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Competitive bidding is not required for the purchase of books, papers, and other materials for a public library if those books, papers, and materials are available only from the persons holding exclusive distribution rights to the materials. Additionally, competitive bidding requirements do not apply to the purchase of rare books, papers, and other rare library materials for a public library.

For those materials that are not exclusive, the library follows the State of Texas CO-OP program

as outlined by the State Comptroller of Public Accounts. Using the CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts. The City of Abilene is a participant in the CO-OP program and utilizes vendors that are listed in the CMBL/HUB vendor list. The book jobbers the Abilene Public Library uses that are members of this program are: Baker & Taylor, Ingram Library Services, Brodart, Midwest Tape (including Hoopla) and ProQuest LLC.

The purchases from Baker & Taylor in FY25 are expected to total $90,000. This falls within the FY25 Council-approved budget for all forms of library materials, which is $504,510.

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Baker & Taylor 10 2024
2. Baker and Taylor City Council 10 2024

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTINUE THE PURCHASE OF LIBRARY MATERIALS FROM BAKER & TAYLOR THROUGH THE CITY'S PARTICIPATION IN THE STATE CO-OP PROGRAM CMBL/HUB FOR LIBRARY MATERIALS.

WHEREAS, The City of Abilene is a participant in the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts; and

WHEREAS, Baker & Taylor is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, movies, music on DVD, Blu-ray, CD and digital downloadable eBooks, and audiobooks; and

WHEREAS, The State of Texas Comptroller of Public Accounts CO-OP meets our competitive bidding requirements; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the purchases of library materials from Baker & Taylor.

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

ADOPTED this 17th day of October 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution:
Abilene Public Library Purchases from Baker & Taylor

CITY OF ABILENE TEXAS

General Information

- Baker & Taylor provides extensive one stop shopping for all formats of media, including print, movies, music, Blu-ray, CD and digital eBooks and eAudio content.
- Baker & Taylor has been the primary library materials vendor for many years for the Abilene Public Library (APL).
- Baker & Taylor holds exclusive distribution rights for books, papers and related materials, including rare materials.
- Baker & Taylor is a vendor member of the State CO-OP program, and can be used for non-exclusive library materials purchases.

CITY OF ABILENE TEXAS

General Information

FY25 Fiscal Impact:

- FY25 expected materials purchases from Baker & Taylor $90,000
- FY25 approved budget for all forms of materials $504,510

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from Baker & Taylor.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

FROM: **Julee Hammer, Library Director**

SUBJECT: **17. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with OverDrive *(Julee Hammer)***

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue the agreement with OverDrive for library materials. OverDrive is a service for libraries that allows patrons access to digital content, such as eBooks and audiobooks. OverDrive is sole source, meeting our competitive bidding requirements.

FY24 OverDrive Statistics: 116,406 total checkouts by Abilene Public Library patrons. This is an increase from 107,542 checkouts in FY23.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

FY2025 Fiscal Impact: Purchases from OverDrive in FY2025 are expected to total $90,000. This amount falls within the FY2025 Council-approved budget for all library materials, which is $504,510.

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Overdrive 10 2024
2. OverDrive City Council 10 2024

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTINUE THE AGREEMENT BETWEEN THE ABILENE PUBLIC LIBRARY AND OVERDRIVE.

WHEREAS, The City of Abilene entered into an agreement with OverDrive on October 24, 2006; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, movies, music on DVD, Blu-ray, CD and digital downloadable eBooks, and audiobooks; and

WHEREAS, OverDrive is sole source thereby meeting our competitive bidding requirements; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the agreement for library materials from OverDrive.

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

ADOPTED this 17th day of October 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution: Agreement Between Abilene Public Library and OverDrive

General Information

- OverDrive is a service for libraries that allows patrons access to digital content, such as eBooks and audiobooks.
- OverDrive is sole source, meeting our competitive bidding requirements
- FY24 OverDrive Statistics
  - 116,406 total checkouts

CITY OF ABILENE TEXAS

General Information

FY25 Fiscal Impact:

- FY25 expected materials purchases from OverDrive $90,000
- FY25 approved budget for all forms of materials $504,510

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from OverDrive.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending Resolution 192-2023 to Add Coleman County State Bank as an Approved Lender and to Amend the Incentive Payout for Major Renovations and Amend the Chapter 380 Agreement Forms *(Tim Littlejohn)***

GENERAL INFORMATION

Adding Coleman County State Bank as an approved lender and amending the incentive for builders for Major Renovations within the RebuildAbi program from 10% of the sales price to a flat $20,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 RESOLUTION Amended Rebuild ABI
2. REDLINE amending RESOLUTION NO 192-2023
3. City Council Presentation Rebuild

RESOLUTION NO. _____

AMEND RESOLUTION 192-2023 OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE ADDITION OF COLEMAN COUNTY STATE BANK AS AN APPROVED LENDER FOR THE PROGRAM, AMENDING THE INCENTIVE AMOUNT FOR THE MAJOR RENOVATIONS PORTION OF THE REBUILDABI PROGRAM, AND AMENDING THE CHAPTER 380 AGREEMENT FORMS

WHEREAS, 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 City has adopted Resolution No. 78-2018 which created the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City has adopted Resolution No. 203-2021 which amended and expanded the Abilene Neighborhood Empowerment Zone No. I, and also created Zone No. 2; and

WHEREAS, the City has adopted Resolution No. I 09-2022 which further amended the boundaries of the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City desires to create the Rebuild ABI economic development program to incentives residential construction and major renovations in the Abilene Neighborhood Empowerment Zones and other areas approved by the City Council; and

VHEREAS, incentives through the Rebuild ABI economic development program shall be granted through Chapter 380 Agreements individually approved by the City Council.

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

PART 1: That the City of Abilene approves the addition of COLEMAN State Bank as an approved lender for the program.

PART 2: That the City of Abilene approves the amendment of the incentive for Major renovations to a set amount of $20,000.

PART 3: That the Chapter 380 Agreement forms are amended as set forth herein

PART 4: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 17th day of October, 2024

ATTEST:

_____
Shawna Atkinson, City Secretary

APPROVED:

_____
Weldon Hurt, Mayor

_____
Stanley Smith, City Attorney

October 17, 2024

To Whom It May Concern:

Thank you for your interest in the Rebuild ABI residential infill development program.

The purpose of this program is to promote and encourage the construction and renovation of quality, affordable single-family housing in areas designated by the City of Abilene as eligible for the program. To accomplish this mission, the City has created several incentives and partnered with local financial institutions to create an environment where a public-private partnership can succeed in a space the City has historically enjoyed limited success.

There are two categories to this program. The first category is new construction. The second category is major renovation. We will discuss new construction first.

I. <u>New Construction</u>

To be eligible to participate in the new construction category of Rebuild ABI, an individual must meet the following criteria:

(1) be a member of the Big Country Home Builder's Association; and
(2) construct an affordable single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
(3} purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and (4} all new construction must meet all applicable building codes and residential energy efficiency standards as determined by the building official; and
(5] the final buyer of the new home must sign an affidavit (Attachment D) that they intend to occupy the home as their own homestead for purposes of ad valorem taxation, and the selling price of the new home must be equal to or less than two hundred three thousand dollars ($203,000.00} and no cents.

In exchange for meeting the above criteria, the city and its partner financial institutions are pleased to offer the following incentives:

(1) Subject to approval by a partner financial institution, 90% loan to value financing with interest only payments for twelve months, with one six-month interest only extension if necessary; and,

{2) Payable at the time of closing of the interim construction financing to the participating lenders, a ten (10%) percent equity contribution of the total interim financing needed for the construction of the affordable single-family dwelling. The City of Abilene shall file a second lien on the real property for the value of the 10% equity contribution. In addition, the City of Abilene will pay an additional 5% completion payment based upon the sales price to the builder at the time of closing to the buyer; or,

(3} If an individual is funding the improvements outside of the City's chosen financial partners, the city may provide an incentive payment equal to 15% of the final sales price of the affordable single- family dwelling payable at the time of closing to the buyer.

(4) In addition to the equity contribution or incentive payment authorized above, the City of Abilene may provide the following incentives:

a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
b. city provided utility taps (if needed); and,
c. city provided mil-off containers **with** two free tips; and,
d. city provided sidewalks as may be required; and,
e. demolition of existing structures as may be required.

For example, Joe wants to build a new 1,200 square foot, 3 bedroom and 2 bath home in one of the City's designated target areas. Joe uses one of the city's partner banks to finance the project. The home costs $190,000 to build, and the city makes the equity payment for the interim construction loan directly to the bank on Joe's behalf. In addition, the city waives permit fees, demolishes the existing structure, provides roll offs with two free tips, installs new sidewalks, and provides new utility taps, all free of charge.

In this example, upon final sale of the home to a buyer for $203,000, Joe stands to receive incentives totaling:

10% equity payment•	$ 19,000 -	Cash to builder at final settlement by City
5% completion payment-	$ 10,150 -	Cash to builder at final settlement by City
Total Cash to Builder at closing	$ 29,150	

Waived Permits & Fees	$ 1,075	Cost avoidance
New Sidewalk (SO LF)	$ 2,500	Cost avoidance
20-yard open top with 2 tips	$ 1,200	Cost avoidance
Demolition	$ 8,000	Cost avoidance
Total cash and cost avoidance	$ 41,925	

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to build the improvements. The agreement will articulate all of the terms and conditions necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. The model agreement is attached to this letter as Attachment A.

Minimum Home Requirements

The minimum new building requirements include:

(1) 1,000 square feet or more
(2) 3 bedrooms and 1 bath minimum
(3) medium grade/architectural asphaltic shingle
(4) 1 car garage or larger
(5) 4' wood privacy fence or 4' chain-link fence and metal posts minimum
(6) Front and rear lawn sodded (alternative landscaping designs may be considered)
(7) Concrete driveway
(8) Brick or fiber cement siding
(9) Meet or exceed current adopted residential building and energy code requirements

Neighborhood Empowerment Zones and Neighborhood Initiatives

The City has established two Neighborhood Empowerment Zones (NEZ) and a Neighborhood Initiatives area for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ and Initiatives areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City has partnered with Clear Fork Bank, First Financial Bank, Coleman County State Bank, and Prosperity Bank to provide favorable financing terms for both the builder and the buyer. While there is no obligation to use these financial institutions to participate in the program, the City will not make an equity payment for interim financing to another financial institution.

II. **Major Renovation**

To be eligible to participate in the major renovation category of Rebuild ABI, an individual must meet the following criteria:

(1) be a member of the Big Country Home Builder's Association; and
renovate an existing single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
(2) purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
(3) all construction must meet all applicable building codes and current residential energy efficiency standards

for new construction as determined by the building official; and

(4) the final buyer of the renovated home must sign an affidavit (Attachment D) that they intend to occupy the home for their own homestead for purposes of ad valorem taxation, and the selling price of the renovated home must be equal to or less than two hundred three thousand dollars ($203,000.00} and no cents.

In exchange for meeting the above criteria, the city is pleased to offer the following incentives:

{1} The city may provide an incentive payment of $20,000 for the completion of an affordable single-family dwelling to the seller payable at the time of closing.

(2) In addition to the payment authorized above, the City of Abilene may provide the following incentives:

a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
b. city provided utility taps (if needed); and,
c. city provided roll-off containers **with** two free tips; and,
d. city provided sidewalks as may be required; and,
e. demolition of existing structures as may be required.

For example, Mark wants to renovate an existing 1,100 square foot home in one of the City's designated target areas. Mark meets the program requirements, completes the renovations as required and sells the home to a buyer who intends to live in the home as their homestead.

In this example, upon final sale of the home to a buyer for $185,000, Joe stands to receive incentives totaling:

10% incentive payment -	$ 20,000- Cash to builder at final settlement by City
Total Cash to Builder at closing -	$ 20,000
Waived Permits & Fees	$ 1,075 - Cost avoidance
New Sidewalk (50 LF)	$ 2,500 - Cost avoidance
20-yard open top with 2 tips	$ 1,200 - Cost avoidance
Total cash or cost avoidance	$23,275

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to renovate the existing home. The agreement will articulate all of the terms and conditions

necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. The model agreement is attached to this letter as Attachment **B.**

Minimum Home Requirements

The minimum major renovation requirements include, but are not limited to:

(1) Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be

required by the City

(2) Replacement of roofing system with a medium grade/architectural asphalt shingle on house and any accessory building
(3) Replacement of all windows
(4) Brick or fiber cement siding
(5) 4' wood privacy fence or 4' chain-link fence with metal posts.
(6) Front and rear lawn sodded (alternative landscaping designs may be considered)
(7) Concrete driveway
(8) Meet or exceed current residential building and energy code requirements

Neighborhood Empowerment Zones

The City has established two Neighborhood Empowerment Zones (NEZ) for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City's partner Financial Institutions are not financing major renovations at this time.

III. Now What?

Now that you've read the program, you likely have questions. This program is currently being administered in the Planning and Development Department. Tim Littlejohn, our Director of Planning and Development, is ready and available to assist you with any questions.

Remember, you need to receive approval before you are eligible to receive funds. Use the appropriate Chapter 380 Agreement for your project (New Construction or Major Renovation) and submit the agreement to Planning and Development for review. Once the City Council approves your agreement, we will notify you In writing that you may safely proceed.

The City of Abilene looks forward to working with you as we Rebuild ABI!

Respectfully,

Robert Hanna
City Manager

CITY OF ABILENE

ATTACHMENT A- REBUILD ABI NEW CONSTRUCTION AGREEMENT

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND

This Economic Development Agreement ("Agreement") is effective as of the _____day of _____, 2024 ("Effective Date"), by and between _____("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 has acquired, fee simple ownership of _____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 Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ 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 _____ ,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) eighteen 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 4.0l(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 T wo 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, NEGLECT OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED:

DEVELOPER

_____
_____
_____

By (signature): _____

Name (printed): _____

Title: _____

CITY OF ABILENE

ATTEST:

_____

City Manager

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans and building permit submittal requirements.

CITY OF ABILENE

ATTACHMENT B – REBUILD ABI MAJOR RENOVATION AGREEMENT

MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

_____

This Economic Development Agreement ("Agreement") is effective as of the ___ day of _____, 2024 ("Effective Date"), by and between _____, ("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 has acquired, fee simple Ownership of _____ _____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 _____ and has created Rebuild ABI as an infill development incentive for major renovation to an existing home 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 redevelopment 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 _____,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) eighteen 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 final buyer, a $20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of $203,000.00.

b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of 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.

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 reconstruct, 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 two years following closing.

5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct 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, NEGLECT 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.

&.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED AND EXECUTED:

DEVELOPER

_____
_____
_____

By (signature): _____

Name (printed): _____

Title: _____

CITY OF ABILENE

ATTEST:

_____
City Manager

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans and building permit submittal requirements.

October 17, 2024

To Whom It May Concern:

Thank you for your interest in the Rebuild ABI residential infill development program.

The purpose of this program is to promote and encourage the construction and renovation of quality, affordable single-family housing in areas designated by the City of Abilene as eligible for the program. To accomplish this mission, the City has created several incentives and partnered with local financial institutions to create an environment where a public-private partnership can succeed in a space the City has historically enjoyed limited success.

There are two categories to this program. The first category is new construction. The second category is major renovation. We will discuss new construction first.

I. <u>New Construction</u>

To be eligible to participate in the new construction category of Rebuild ABI, an individual must meet the following criteria:

(1) be a member of the Big Country Home Builder's Association; and
(2) construct an affordable single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
(3} purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and (4} all new construction must meet all applicable building codes and residential energy efficiency standards as determined by the building official; and
(5] the final buyer of the new home must sign an affidavit (Attachment D) that they intend to occupy the home as their own homestead for purposes of ad valorem taxation, and the selling price of the new home must be equal to or less than two hundred three thousand dollars ($203,000.00} and no cents.

In exchange for meeting the above criteria, the city and its partner financial institutions are pleased to offer the following incentives:

(1) Subject to approval by a partner financial institution, 90% loan to value financing with interest only payments for twelve months, with one six-month interest only extension if necessary; and,

{2) Payable at the time of closing of the interim construction financing to the participating lenders, a ten (10%) percent equity contribution of the total interim financing needed for the construction of the affordable single-family dwelling. The City of Abilene shall file a second lien on the real property for the value of the 10% equity contribution. In addition, the City of Abilene will pay an additional 5% completion payment based upon the sales price to the builder at the time of closing to the buyer; or,

(3} If an individual is funding the improvements outside of the City's chosen financial partners, the city may provide an incentive payment equal to 15% of the final sales price of the affordable single- family dwelling payable at the time of closing to the buyer.

(4) In addition to the equity contribution or incentive payment authorized above, the City of Abilene may provide the following incentives:

a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
b. city provided utility taps (if needed); and,
c. city provided mil-off containers **with** two free tips; and,
d. city provided sidewalks as may be required; and,
e. demolition of existing structures as may be required.

For example, Joe wants to build a new 1,200 square foot, 3 bedroom and 2 bath home in one of the City's designated target areas. Joe uses one of the city's partner banks to finance the project. The home costs $190,000 to build, and the city makes the equity payment for the interim construction loan directly to the bank on Joe's behalf. In addition, the city waives permit fees, demolishes the existing structure, provides roll offs with two free tips, installs new sidewalks, and provides new utility taps, all free of charge.

In this example, upon final sale of the home to a buyer for $203,000, Joe stands to receive incentives totaling:

10% equity payment•	$ 19,000 -	Cash to builder at final settlement by City
5% completion payment-	$ 10,150 -	Cash to builder at final settlement by City
Total Cash to Builder at closing	$ 29,150	

Waived Permits & Fees	$ 1,075	Cost avoidance
New Sidewalk (SO LF)	$ 2,500	Cost avoidance
20-yard open top with 2 tips	$ 1,200	Cost avoidance
Demolition	$ 8,000	Cost avoidance
Total cash and cost avoidance	$ 41,925	

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to build the improvements. The agreement will articulate all of the terms and conditions necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. The model agreement is attached to this letter as Attachment A.

Minimum Home Requirements

The minimum new building requirements include:

(1) 1,000 square feet or more
(2) 3 bedrooms and 1 bath minimum
(3) medium grade/architectural asphaltic shingle
(4) 1 car garage or larger
(5) 4' wood privacy fence or 4' chain-link fence and metal posts minimum
(6) Front and rear lawn sodded (alternative landscaping designs may be considered)
(7) Concrete driveway
(8) Brick or fiber cement siding
(9) Meet or exceed current adopted residential building and energy code requirements

Neighborhood Empowerment Zones and Neighborhood Initiatives

The City has established two Neighborhood Empowerment Zones (NEZ) and a Neighborhood Initiatives area for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ and Initiatives areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City has partnered with Clear Fork Bank, First Financial Bank, Coleman County State Bank and Prosperity Bank to provide favorable financing terms for both the builder and the buyer. While there is no obligation to use these financial institutions to participate in the program, the City will not make an equity payment for interim financing to another financial institution.

II. **Major Renovation**

To be eligible to participate in the major renovation category of Rebuild ABI, an individual must meet the following criteria:

(1) be a member of the Big Country Home Builder's Association; and
renovate an existing single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
(2) purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
(3) all construction must meet all applicable building codes and current residential energy efficiency standards

for new construction as determined by the building official; and

(4) the final buyer of the renovated home must sign an affidavit (Attachment D) that they intend to occupy the home for their own homestead for purposes of ad valorem taxation, and the selling price of the renovated home must be equal to or less than two hundred three thousand dollars ($203,000.00} and no cents.

In exchange for meeting the above criteria, the city is pleased to offer the following incentives:

{1} The city may provide an incentive payment of $20,000~~equal to 10% of the final sales price of the affordable single-family dwelling to the seller~~ for the completion of an affordable single-family dwelling to the seller payable at the time of closing.

(2) In addition to the payment authorized above, the City of Abilene may provide the following incentives:

a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
b. city provided utility taps (if needed); and,
c. city provided roll-off containers **with** two free tips; and,
d. city provided sidewalks as may be required; and,
e. demolition of existing structures as may be required.

For example, Mark wants to renovate an existing 1,100 square foot home in one of the City's designated target areas. Mark meets the program requirements, completes the renovations as required and sells the home to a buyer who intends to live in the home as their homestead.

In this example, upon final sale of the home to a buyer for $185,000, Joe stands to receive incentives totaling:

10% incentive payment -	$ 20,000- Cash to builder at final settlement by City
Total Cash to Builder at closing -	$ 20,000
Waived Permits & Fees	$ 1,075 - Cost avoidance
New Sidewalk (50 LF)	$ 2,500 - Cost avoidance
20-yard open top with 2 tips	$ 1,200 - Cost avoidance
Total cash or cost avoidance	$23,275

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to renovate the existing home. The agreement will articulate all of the terms and conditions

necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. The model agreement is attached to this letter as Attachment **B.**

Minimum Home Requirements

The minimum major renovation requirements include, but are not limited to:

(1) Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
(2) Replacement of roofing system with a medium grade/architectural asphalt shingle on house and any accessory building
(3) Replacement of all windows
(4) Brick or fiber cement siding
(5) 4' wood privacy fence or 4' chain-link fence with metal posts.
(6) Front and rear lawn sodded (alternative landscaping designs may be considered)
(7) Concrete driveway
(8) Meet or exceed current residential building and energy code requirements

Neighborhood Empowerment Zones

The City has established two Neighborhood Empowerment Zones (NEZ) for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City's partner Financial Institutions are not financing major renovations at this time.

Ill. Now What?

Now that you've read the program, you likely have questions. This program is currently being administered in the Planning and Development Department. Tim Littlejohn, our Director of Planning and Development, is ready and available to assist you with any questions.

Remember, you need to receive approval before you are eligible to receive funds. Use the appropriate Chapter 380 Agreement for your project (New Construction or Major Renovation) and submit the agreement to Planning and Development for review. Once the City Council approves your agreement, we will notify you In writing that you may safely proceed.

The City of Abilene looks forward to working with you as we Rebuild ABI!

Respectfully,

Robert Hanna
City Manager

CITY OF ABILENE

ATTACHMENT A- REBUILD ABI NEW CONSTRUCTION AGREEMENT

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND

This Economic Development Agreement ("Agreement") is effective as of the _____day of _____, 2024 (“Effective Date"), by and between _____("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 _____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 Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ 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 _____ ,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~~ eighteen 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 4.0l(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 _____ 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, NEGLECT OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED:

DEVELOPER

_____
_____
_____

By (signature): _____

Name (printed): _____

~~Its~~ Title: _____

CITY OF ABILENE

ATTEST:

_____
City Manager

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

~~STATE OF TEXAS _____)~~

~~ACKNOWLEDGEMENT~~

~~COUNTY OF _____)~~

_____

~~This instrument was acknowledged before me on the _____day of _____, 2024, by _____, in his or her capacity as _____ _____of _____.~~

_____

~~Notary Public in and for~~
~~the State of Texas~~

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans and building permit submittal requirements.

CITY OF ABILENE

ATTACHMENT B – REBUILD ABI MAJOR RENOVATION AGREEMENT

MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

_____

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RECITALS

WHEREAS, the Developer ~~intends to acquire, or~~ has acquired, fee simple Ownership of _____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 _____ and has created Rebuild ABI as an infill development incentive for major renovation to an existing home 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 redevelopment 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

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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

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2.02. **Developer** means _____,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~~ eighteen 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 final buyer, a ten (10%) percent completion grant will be paid to the Developer and based on the sales price of the home, such grant being equal to ten (10%) percent of the amount of the sales price of the home, and the home sales shall price not exceed a maximum price of $203,000.00.

b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of 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.

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 reconstruct, 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 two years following closing..

5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct 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, NEGLECT 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.

&.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED AND EXECUTED:

DEVELOPER

_____
_____
_____

By (signature): _____

Name (printed): _____

~~Its~~ Title: _____

CITY OF ABILENE

ATTEST:

_____
City Manager

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

~~STATE OF TEXAS~~ ~~)~~
~~)~~ ~~ACKNOWLEDGEMENT~~

~~COUNTY OF _____)~~

~~This instrument was acknowledged before me on the ___ day of ___ 202_, by _____,in his or her capacity as _____of _____~~

_____

~~Notary Public in and for the State of Texas~~

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans and building permit submittal requirements.

Rebuild Amendment

10/17/24

CITY OF
ABILENE
TEXAS

Major Renovation

- 30 projects for the FY 2024 program funds
- 28 projects were new single-family construction
- Only 2 projects were major renovations
- We had 9 builders take advantage of the new single-family construction portion of the program
- We only had 1 builder partake in the major renovation portion of the program

CITY OF ABILENE TEXAS

- There is a need for properties within the adopted program area to have homes receive major renovations.
- Builders have shown interest in renovations but have concerns with budget overages do to possible unforeseen issues with the project.
- Staff has met with builders to gain an understanding of what is needed in order to gain more interest with the renovation portion of this program
- Benefits of getting this portion of the program going: is it will provide an even more affordable housing option to our citizens with the average selling price of a fully renovated home estimated to being $150k to $185k
- Staff is recommending that we amend the incentive portion to a flat $20,000 per project

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **19. Ordinance (First Reading) CUP-2024-09: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to Allow an Antenna Tower – Commercial at 2588 East Lake Road *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to install a new 150' monopole tower in a General Retail (GR) zoning district. The subject property was annexed into the City of Abilene in 1980 and has been zoned General Retail (GR). The east side of the property was developed into Betty Roses Little Brisket in 2016 leaving the west portion of the property vacant.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. CONCEPTUAL PLANS
4. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 17th day of October, 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 13th day of September, 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 7th day of November, 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 7th day of November, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 1.34 acres zoned General Retail (GR) to permit a new 150' monopole tower.

Legal description being Lot 1, Block A, Betty Roses Addition, Abilene, Taylor County, Texas.

Located at 2588 East Lake Road.

END

ZONING CASE CUP-2024-09 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: October 1, 2024
City Council 1st Read: October 17, 2024
City Council 2nd Read: November 7, 2024

Applicant
Owner: Betty Roses Holdings
Agent: Crafton Communications

Case Manager
Adam Holland – Planner

Request
The applicant is requesting a Conditional Use Permit to install a new 150' monopole tower in a General Retail (GR) zoning district.

Location
The subject property is located at 2588 East Lake Road. Legal description being Lot 1, Block A, Betty Roses Addition, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City of Abilene in 1980 and has been zoned General Retail (GR). The east side of the property was developed into Betty Roses Little Brisket in 2016 leaving the west portion of the property vacant.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR	Restaurants/Vacant
East	AO	Vacant
South	AO	Vacant
West	LI	Industrial/Manufacturing

Criteria Assessment
Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan and Future Land Use Map (FLUM), which both recommend "Highway Commercial" uses at this location.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed use is compatible with the existing commercial and industrial uses surrounding the property. It's necessary that communication towers be located in areas that generate high levels of communication traffic and where the topography will provide the highest levels of communication service to cover the volume of communication traffic.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed use is compatible with surrounding developments and will not create adverse impacts regarding traffic, noise, or visual nuisances. Generally accepted planning principals suggest that the clustering of antenna towers in locations where the existing uses would not be adversely affected is appropriate.
4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use is unmanned and only requires periodic maintenance.
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 will not result in any traffic generation that would adversely affect the existing road network in the vicinity of the subject site.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The proposed tower abuts a Light Industrial zoning district and is in an area where the Comprehensive Plan and FLUM recommend "Highway Commercial" uses. For those reasons, the proposed tower would not adversely affect the existing uses in this area or the future development of the surrounding areas. Additionally, the structure is located at the rear of the property behind a building that effectively screens the tower base and components from the adjacent right-of-way.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed tower is separated from an existing tower by approximately 1,100 feet and another by 1,430 feet. The minimum standard set in the LDC is 1,500', however, staff finds that screening the tower behind an existing structure on this site reduces attention brought to the tower. The location of the proposed tower is ideal given its proximity to high communication generating uses and emerging development north of I-20.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit.

Attachments

- PowerPoint Presentation
- Technical drawings

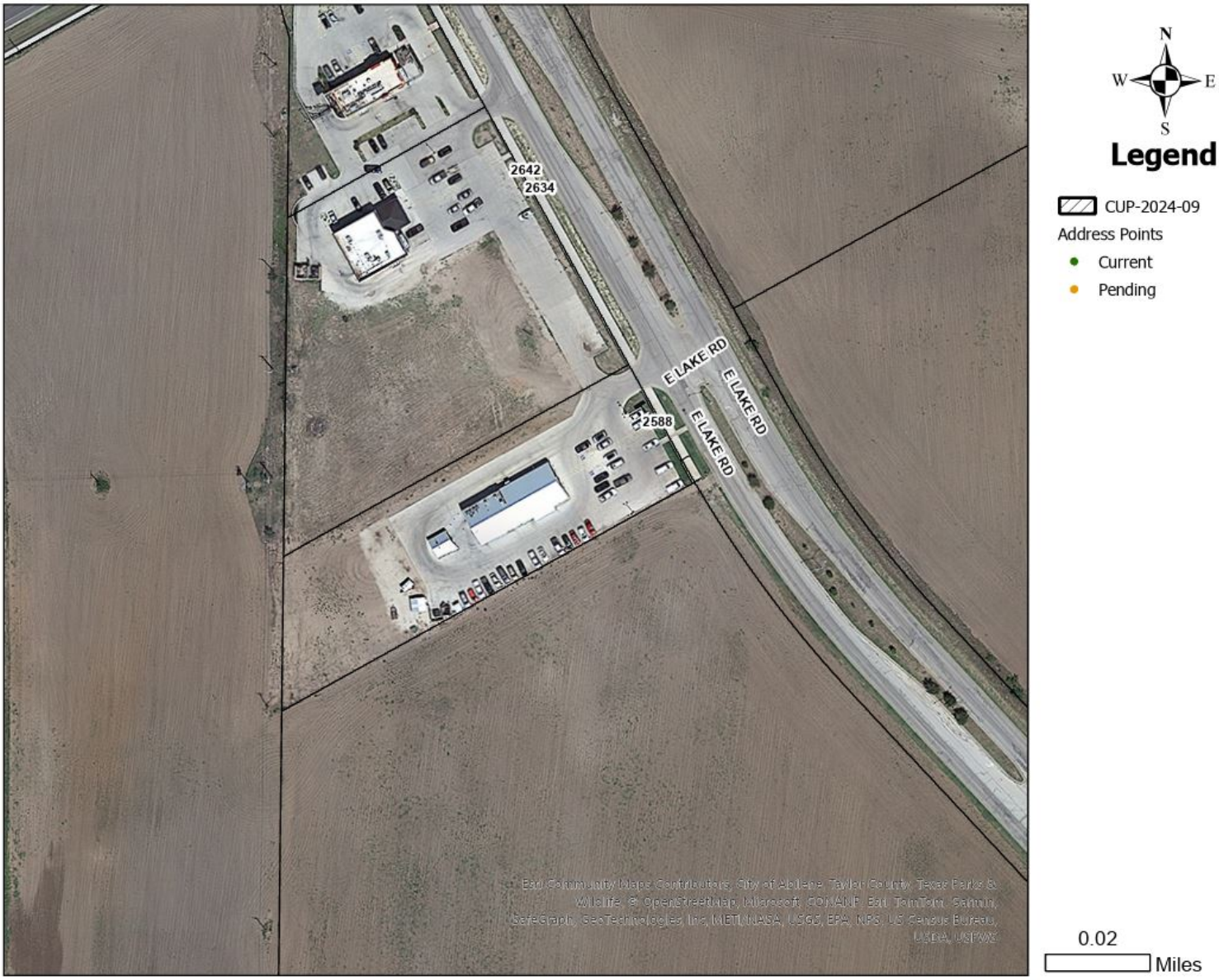
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 16, 2024, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

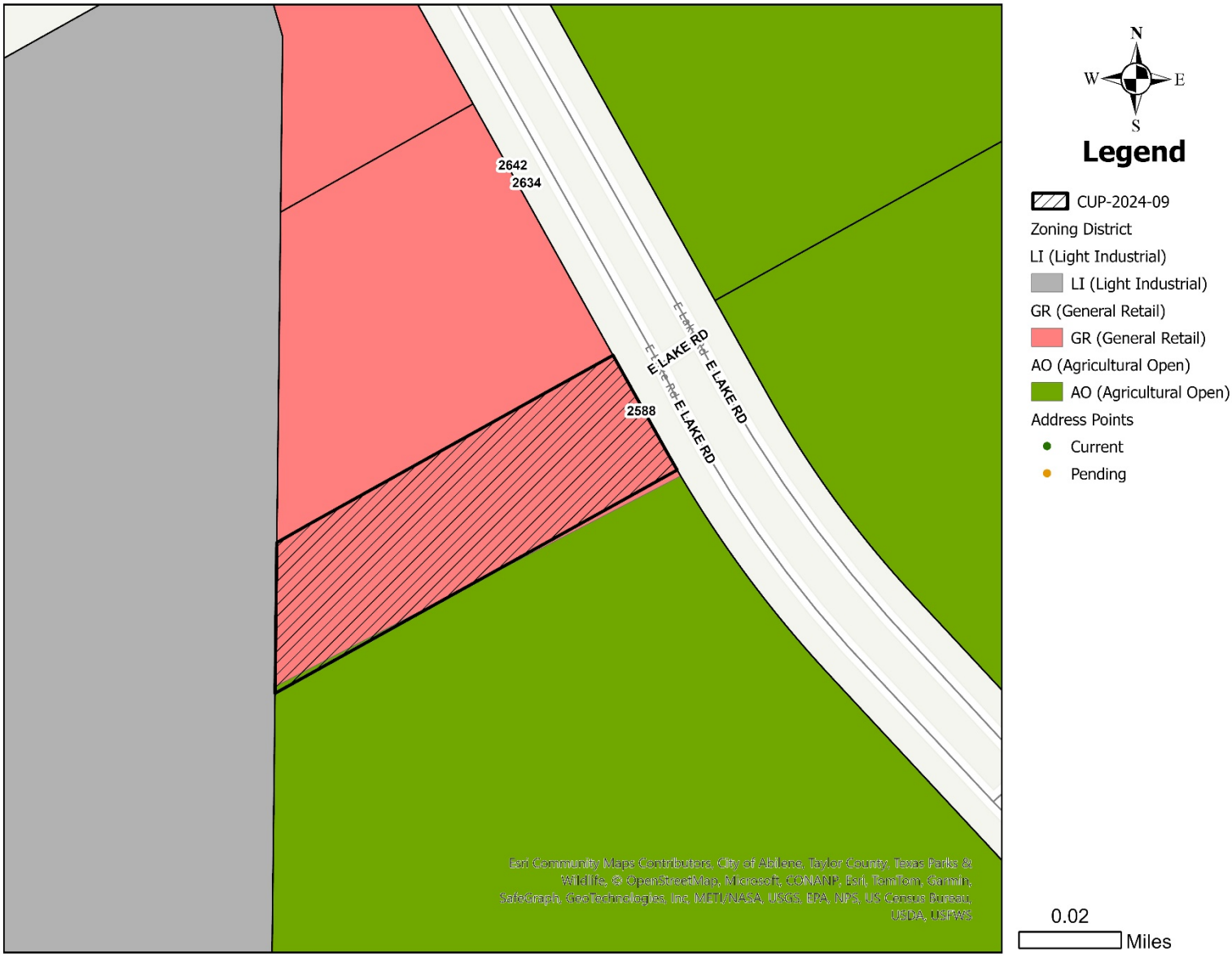
Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
BETTY ROSES HOLDINGS LLC	2588 E LAKE RD	1005127	
COCA COLA SOUTHWEST BEVERAGES LLC	1849 HWY 351	109208	
GFC LEASING CORP LLC	2634 E LAKE RD	1085046	
GFC LEASING CORP LLC	2642 E LAKE RD	1085046	
GO GROWTH ABILENE LLC		986209	
HORNE RE-ABILENE LLC		110630	
HORNE RE-ABILENE LLC		110629	

LOCATION MAP



ZONING MAP


2642
2634
2588
E LAKE RD
E LAKE RD
E LAKE RD
E LAKE RD
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
N
W
E
S
Legend
CUP-2024-09
Zoning District
LI (Light Industrial)
LI (Light Industrial)
GR (General Retail)
GR (General Retail)
AO (Agricultural Open)
AO (Agricultural Open)
Address Points
Current
Pending
0.02
Miles

LEGEND

- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING EASEMENT
- XXX EXISTING CONTOUR (MAJOR)
- XXX EXISTING CONTOUR (MINOR)
- EXISTING TREELINE
- EXISTING CHAINLINK FENCE
- EXISTING BUILDING
- SD SD EXISTING STORM DRAIN
- EXISTING ROAD (DIRT)
- EXISTING ROAD (STONE)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING LEASE AREA
- EXISTING OVERHEAD WIRE
- EXISTING UTILITY POLE

1 OVERALL SITE PLAN

0 100' 200'

SCALE: 1"=100' (11X17)
1"=50' (22X34)

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1 FENTON MAIN STREET
SUITE 300
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PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24
B	ZONING UPDATE	PN	05/15/24
C	TOWER LOC. UPDATE	PN	05/28/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

OVERALL SITE PLAN

SHEET NUMBER: C-101

REVISION: C

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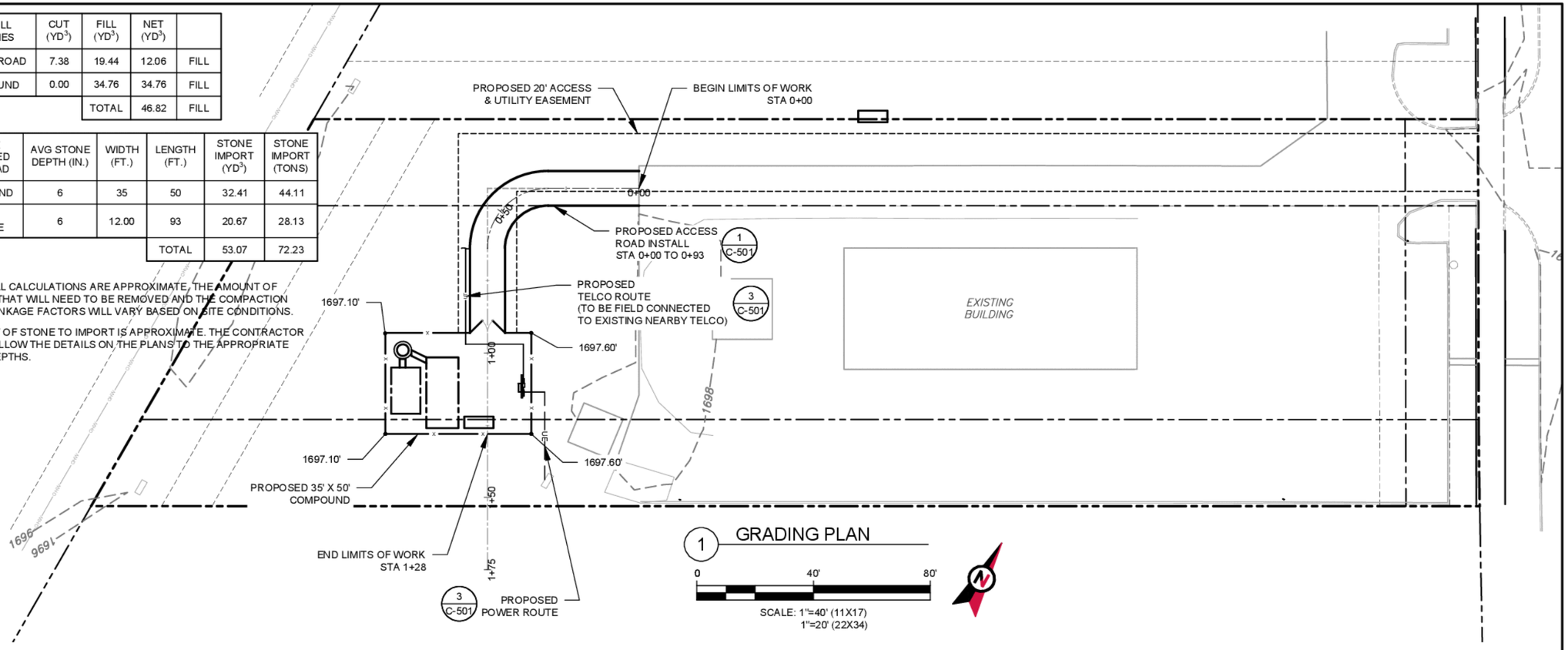
CUT/FILL VOLUMES	CUT (YD^3)	FILL (YD^3)	NET (YD^3)	
ACCESS ROAD	7.38	19.44	12.06	FILL
COMPOUND	0.00	34.76	34.76	FILL
		TOTAL	46.82	FILL

STONE REQUIRED FOR ROAD	AVG STONE DEPTH (IN.)	WIDTH (FT.)	LENGTH (FT.)	STONE IMPORT (YD^3)	STONE IMPORT (TONS)
COMPOUND	6	35	50	32.41	44.11
ROAD COARSE	6	12.00	93	20.67	28.13
			TOTAL	53.07	72.23

* CUT / FILL CALCULATIONS ARE APPROXIMATE, THE AMOUNT OF TOPSOIL THAT WILL NEED TO BE REMOVED AND THE COMPACTION AND SHRINKAGE FACTORS WILL VARY BASED ON SITE CONDITIONS.

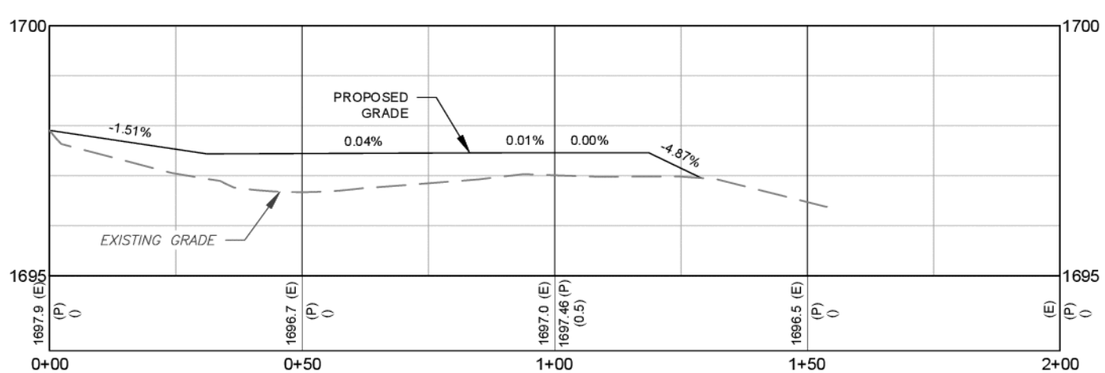
* AMOUNT OF STONE TO IMPORT IS APPROXIMATE. THE CONTRACTOR SHALL FOLLOW THE DETAILS ON THE PLANS TO THE APPROPRIATE STONE DEPTHS.



1 GRADING PLAN

0 40' 80'

SCALE: 1"=40' (11X17)
1"=20' (22X34)



2 PROFILE

0 30' 60'

SCALE: 1"=30' (11X17)
1"=15' (22X34)

LEGEND

- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING EASEMENT
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- EXISTING TREELINE
- EXISTING CHAINLINK FENCE
- EXISTING BUILDING
- EXISTING STORM DRAIN
- EXISTING ROAD (DIRT)
- EXISTING ROAD (STONE)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING LEASE AREA
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REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24
B	ZONING UPDATE	PN	05/15/24
C	TOWER LOC. UPDATE	PN	05/28/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

GRADING PLAN & PROFILE

SHEET NUMBER: C-201

REVISION: C

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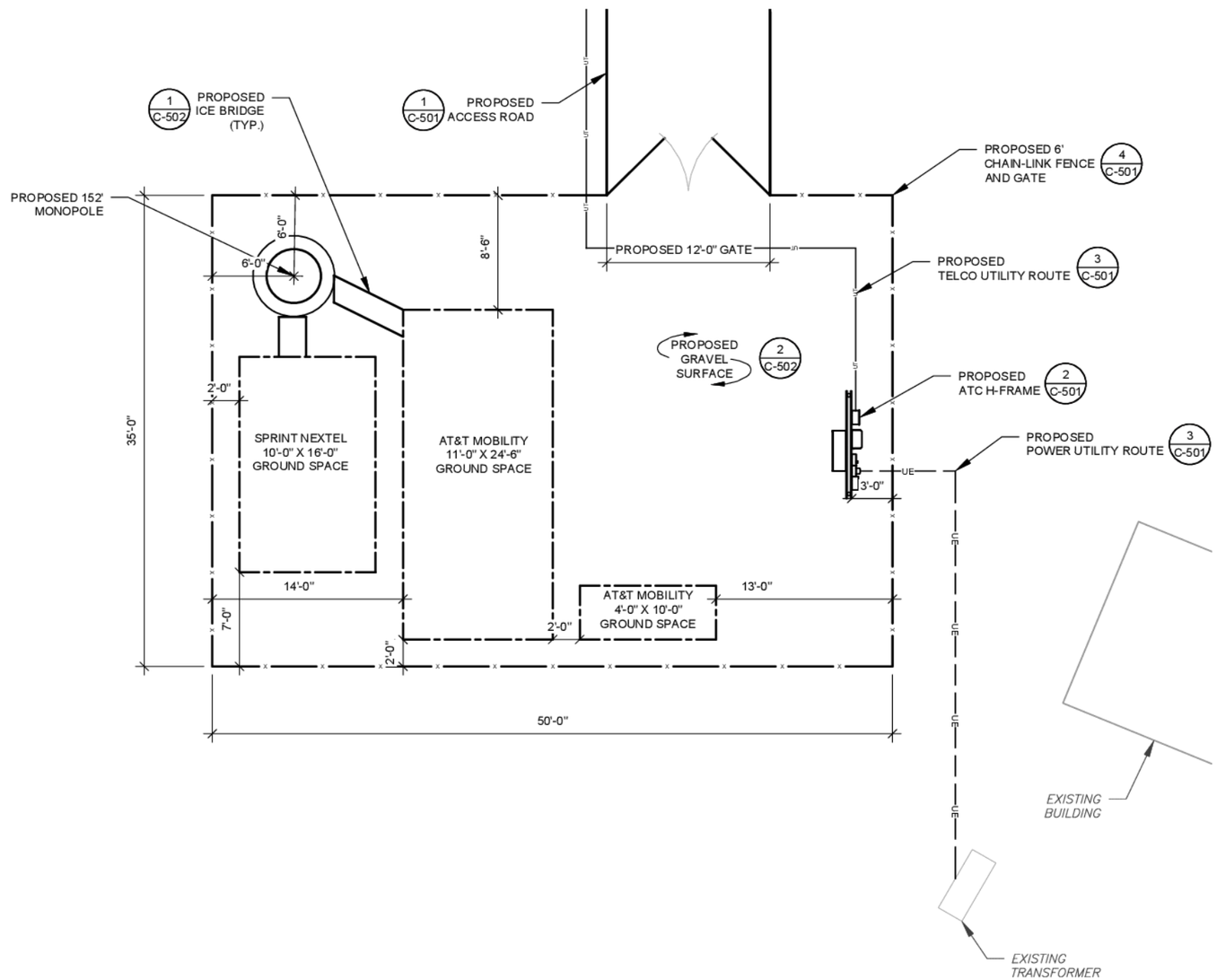

1 COMPOUND PLAN

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)

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ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

COMPOUND PLAN

SHEET NUMBER: C-401

REVISION: C

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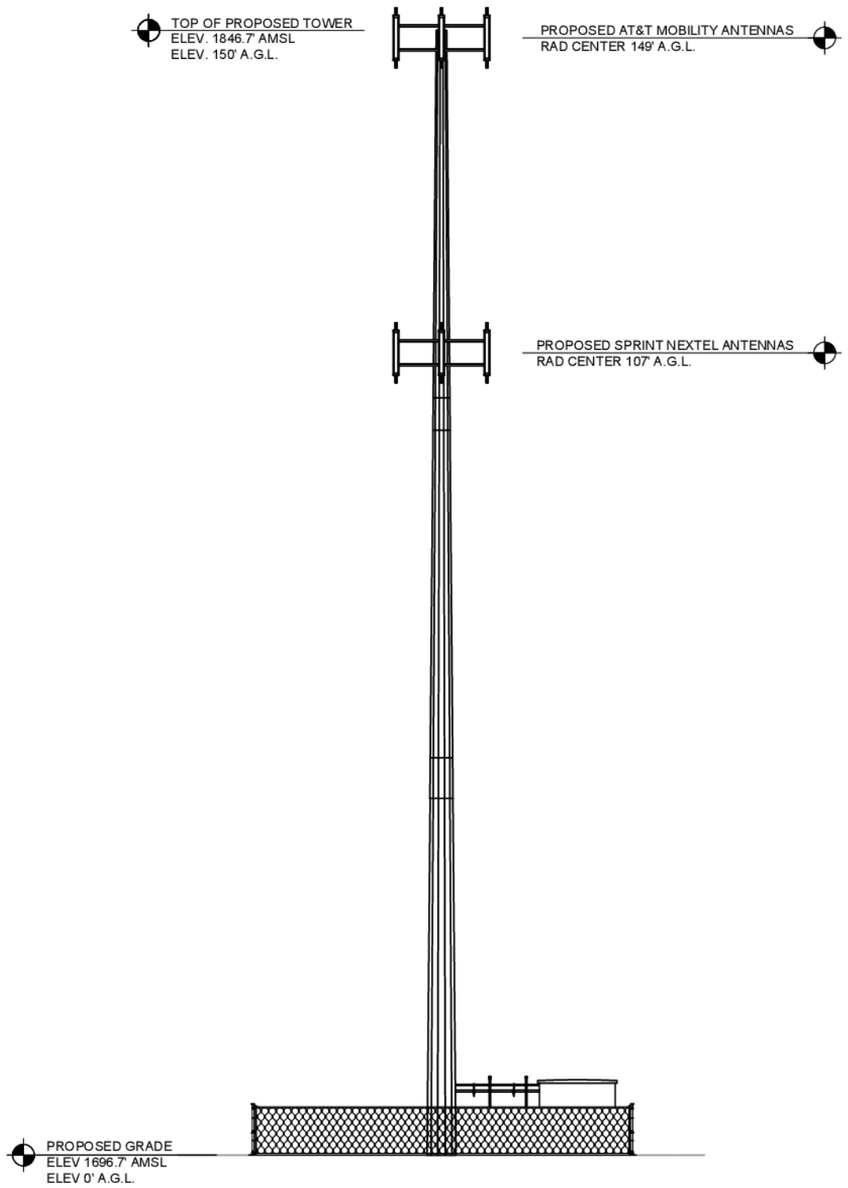
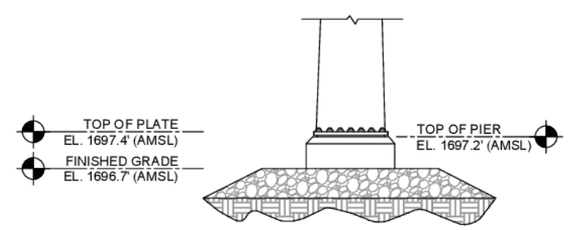


TOWER NOTE:

1. CARRIER LOADING SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT ACTUAL FINAL LOADING. PLEASE REFER TO THE LATEST RFDS OR APPLICATION FOR CONFIRMATION.



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REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24
B	ZONING UPDATE	PN	05/15/24
C	TOWER LOC. UPDATE	PN	05/28/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

TOWER ELEVATION

SHEET NUMBER: C-402

REVISION: C

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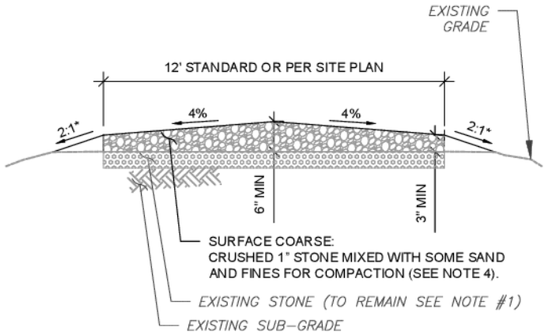
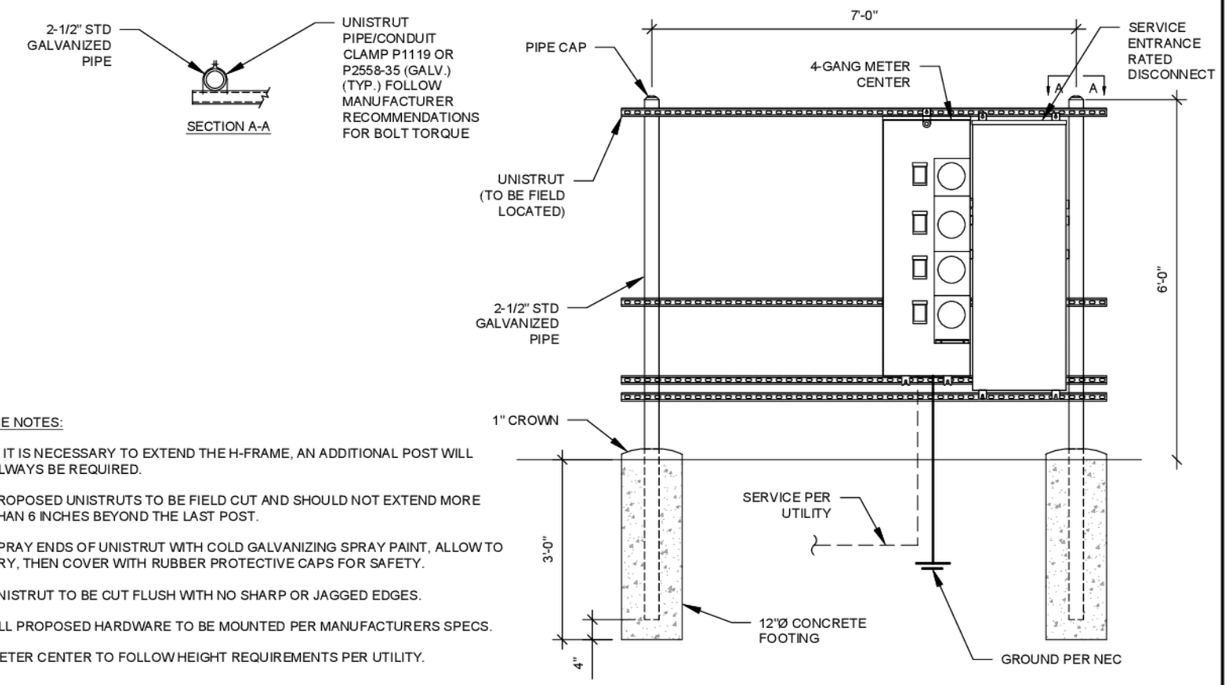


NOTES:
1. CONTRACTOR TO VERIFY EXISTING STONE DEPTH. A TOTAL STONE DEPTH AFTER ROAD REPAIR MUST BE A MINIMUM DEPTH OF 6".
2. TYPICAL ACCESS ROAD COMPACTION SHALL BE WITH SHEEPSFOOT ROLLER OR RUBBER TIRED ROLLERS WEIGHING AT LEAST EIGHT TONS FOR BASE COURSE AND SMOOTH DRUM VIBRATOR ROLLERS FOR SURFACE COURSE/FINISH GRADE.
3. THE PREFERRED CUT AND FILL SLOPE IS 2:1, HOWEVER THE ENGINEER OF RECORD MAY REVISE THE CUT SLOPE TO 1:1 OR 1.5:1 IF CUT SLOPE IS ROCK OR WELL CEMENTED SOIL AND THE FILL SLOPE TO 3:1 OR GREATER IF THE FILL SLOPE IS POOR SOILS AND PRONE TO LANDSLIDES OR SEVERE EROSION
4. REFER TO SIEVE ANALYSIS IN ATC SPECIFICATIONS SECTION 312000 PART 2.1 SOIL MATERIALS FOR APPROVED GRADATION. COMMON REFERENCED NAMES ARE CRUSHER RUN, ABC, 2A, 2RC.

AMERICAN TOWER CONSTRUCTION SPECIFICATION:
1. DIVISION 31 EARTHWORK SECTION 0312000 FOR ACCESS ROADS AND EARTH WORK
2. DIVISION 31 EARTHWORK SECTION 0312500 FOR EROSION AND SEDIMENT CONTROLS

1 STA 0+00 - 0+93 ACCESS ROAD REPAIR

SCALE: NOT TO SCALE

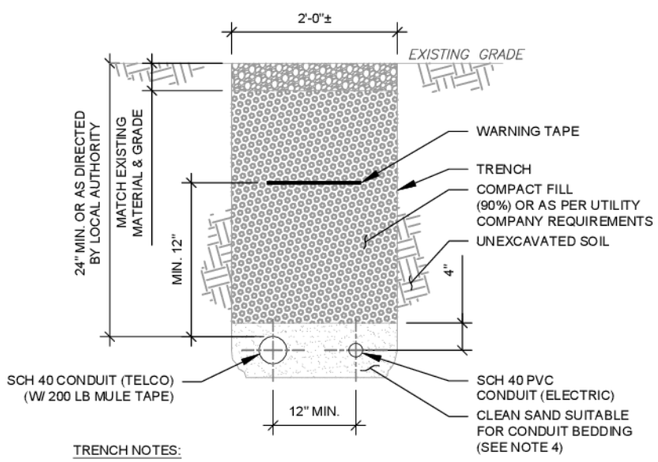


H-FRAME NOTES:

1. IF IT IS NECESSARY TO EXTEND THE H-FRAME, AN ADDITIONAL POST WILL ALWAYS BE REQUIRED.
2. PROPOSED UNISTRUTS TO BE FIELD CUT AND SHOULD NOT EXTEND MORE THAN 6 INCHES BEYOND THE LAST POST.
3. SPRAY ENDS OF UNISTRUT WITH COLD GALVANIZING SPRAY PAINT, ALLOW TO DRY, THEN COVER WITH RUBBER PROTECTIVE CAPS FOR SAFETY.
4. UNISTRUT TO BE CUT FLUSH WITH NO SHARP OR JAGGED EDGES.
5. ALL PROPOSED HARDWARE TO BE MOUNTED PER MANUFACTURERS SPECS.
6. METER CENTER TO FOLLOW HEIGHT REQUIREMENTS PER UTILITY.

2 UTILITY H-FRAME

SCALE: N.T.S.

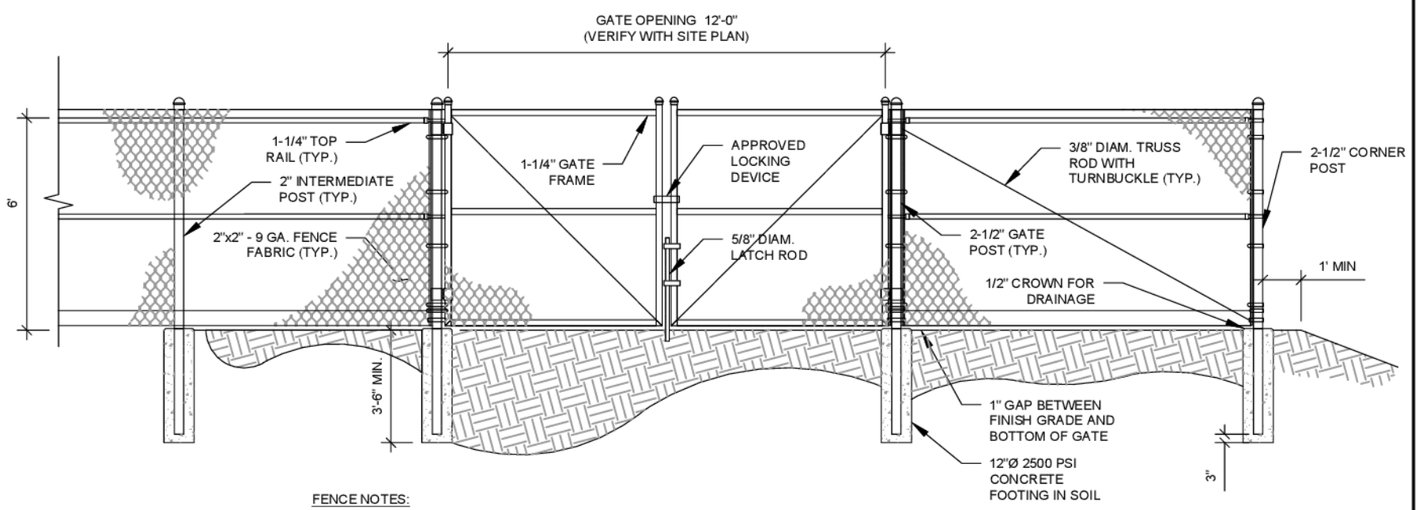


TRENCH NOTES:

1. IF FREE OF ORGANIC OR OTHER DELETERIOUS MATERIAL, EXCAVATED MATERIAL MAY BE USED FOR BACKFILL. IF NOT, PROVIDE CLEAN, COMPACTIBLE MATERIAL. COMPACT IN 8" LIFTS. REMOVE ANY LARGE ROCKS PRIOR TO BACKFILLING. CONTRACTOR TO VERIFY LOCATION OF EXISTING U/G UTILITIES PRIOR TO DIGGING.
2. IF CURRENT AS-BUILT DRAWINGS ARE NOT AVAILABLE CONTRACTOR SHALL HAND DIG U/G TRENCHING.
3. CONCRETE ENCASE CONDUIT IN MINIMUM 2" THICK ENVELOPE WHEN INSTALLING UNDER SITE ACCESS ROAD AND EXTEND 6" BEYOND ROAD.
4. CONFIRM SPACING AND DEPTH WITH NEC OR LOCAL CODE REQUIREMENTS

3 TELCO AND POWER JOINT TRENCH CONDUIT

SCALE: NOT TO SCALE



FENCE NOTES:

1. ATTACH EACH GATE WITH 1-1/2 PAIR OF NON-LIFT-OFF TYPE, MALLEABLE IRON OR FORGING, PIN-TYPE HINGES. ASSEMBLIES SHALL ALLOW FOR 180° OF GATE TRAVEL. TACK WELD GATE HINGE TO POST FOR SECURITY.
2. POSTS NOT TO EXCEED A MAXIMUM SEPARATION OF 10 FEET.

AMERICAN TOWER CONSTRUCTION SPECIFICATION:
1. DIVISION 32 EXTERIOR IMPROVEMENTS SECTION 0323113 FOR CHAIN LINK FENCE AND GATES

4 GATE AND FENCE DETAIL

SCALE: NOT TO SCALE

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1 FENTON MAIN STREET
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COA: F-6274

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TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

CONSTRUCTION DETAILS

SHEET NUMBER: C-501
REVISION: C

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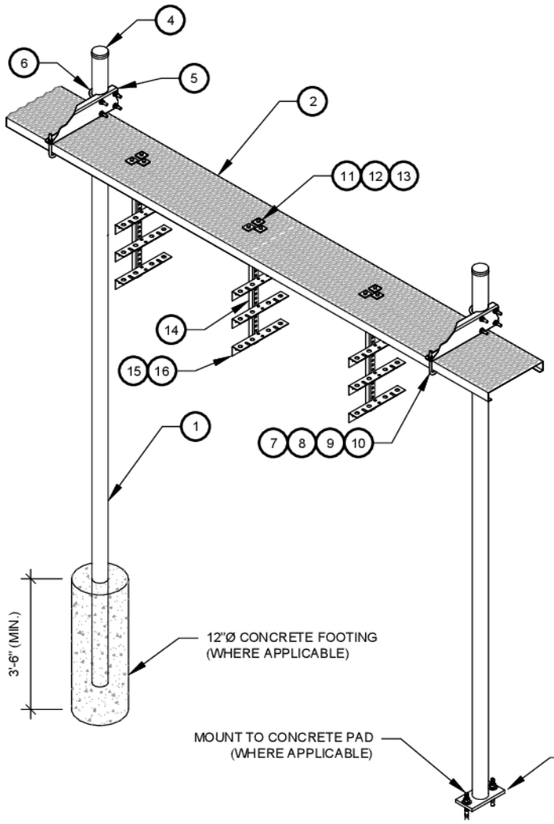
CONSTRUCTION NOTE:

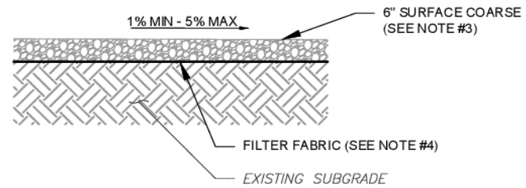
1. WHERE POSSIBLE AND AS APPLICABLE, THE CONTRACTOR SHALL UTILIZE EXISTING ICE BRIDGE, CABLE LADDER, COAX SUPPORTS, AND COAX PORTS. BEFORE UTILIZING, CONTRACTOR SHALL VERIFY THAT ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF NEW ICE BRIDGE, CABLE LADDER, COAX SUPPORT, AND COAX PORT, AS REQUIRED, WITH THE ATC CONSTRUCTION MANAGER.
2. INSTALL ICE BRIDGE TO ALLOW 7 FEET CLEARANCE ABOVE GRADE TO LOWEST APPURTENANCE.



WB-K210-B WAVEGUIDE BRIDGE KIT - BILL OF MATERIALS (INCLUDED WITH KIT UNLESS NOTED OTHERWISE)					
ITEM	PART NUMBER	DESCRIPTION	ITEM	PART NUMBER	DESCRIPTION
1	MF126.01 MF-130	10'-4" COLUMN & BASE SHOE* 13'-4" PIPE COLUMN	9	GWL-04	1/2" GALV LOCK WASHER
2	WB-CY210	SAFETY GRATING 24" X 10'	10	GN-04	1/2" GALV HEX NUT
3	WBK110BHK	HARDWARE KIT (ITEMS 4-16)	11	GB-03205	3/8" X 2" GALV BOLT KIT
4	PC-034	PIPE CAP 3-1/2"	12	MT-387	SQUARE WASHER, 1-1/2" X 1-1/2" W/ 7/16" HOLE
5	WBLB243.08	24" WAVEGUIDE BRIDGE SUPPORT BRACKET	13	GWF-03	3/8" GALV FLAT WASHER
6	GUB-4356	1/2" X 3-5/8" X 6" GALV U-BOLT	14	WBT243.01	VERTICAL TRAPEZE SECTION
7	WB-JB-6	1/2" J-BOLT	15	GB-03105	3/8" X 1" GALV BOLT KIT
8	GWF-04	1/2" GALV FLAT WASHER	16	WBT243.02	HORIZONTAL TRAPEZE SECTION
CONTRACTOR SHALL USE PARTS MANUFACTURED BY COMMSCOPE OR APPROVED EQUIVALENT. *BASE SHOE NOT INCLUDED IN WB-K210-B KIT, ORDER COLUMN SEPARATELY OR KIT WB-K210-S.					

1 24" WAVEGUIDE BRIDGE KIT

SCALE: NOT TO SCALE



NOTES:

1. CONTRACTOR TO CONTACT ALL UTILITIES FOR LOCATION OF UNDERGROUND SERVICES. SERVICE LOCATIONS TO BE CONFIRMED PRIOR TO CONSTRUCTION.
2. REMOVE ALL UNSUITABLE OR DELETERIOUS MATERIAL AS REQUIRED. COMPACT UNDERLYING SOIL TO 90% OF MAXIMUM DENSITY. REPLACE REMOVED SOIL WITH 8" LIFTS OF GRANULAR "B" MATERIAL TO A DEPTH OF 4" BELOW PROPOSED GRADE. COMPACT TO MINIMUM 95% OF MAXIMUM DRY DENSITY ALL COMPACTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT IBC. REVIEW WITH PROJECT MANAGER AND GEOTECT PRIOR TO CONSTRUCTION.
3. SURFACE COARSE OF GRANULAR "A" MATERIAL SHALL CONSIST OF EVENLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL, WITH 100% PASSING THROUGH 3/4" SIEVE AND NOT MORE THAN 5% PASSING THROUGH #4 SIEVE.
4. PROVIDE GEOTEXTILE FABRIC UNDER WASHED CHIPPED STONE COMPOUND UNLESS NOTED OTHERWISE. WOVEN GEOTEXTILE:US FABRICS: US 230 OR APPROVED EQUIVALENT. CONTRACTOR MAY SUBMIT DESIGN ALTERNATIVE AS OUTLINED IN THE AMERICAN TOWER MASTER SPECIFICATIONS.

2 COMPOUND CROSS SECTION

SCALE: NOT TO SCALE

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TBD
ABILENE, TX 79601

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DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

CONSTRUCTION DETAILS

SHEET NUMBER: C-502

REVISION: A

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ATC CAUTION AND NO TRESPASSING SIGN

ATC RF WARNING AND FCC NUMBER SIGN

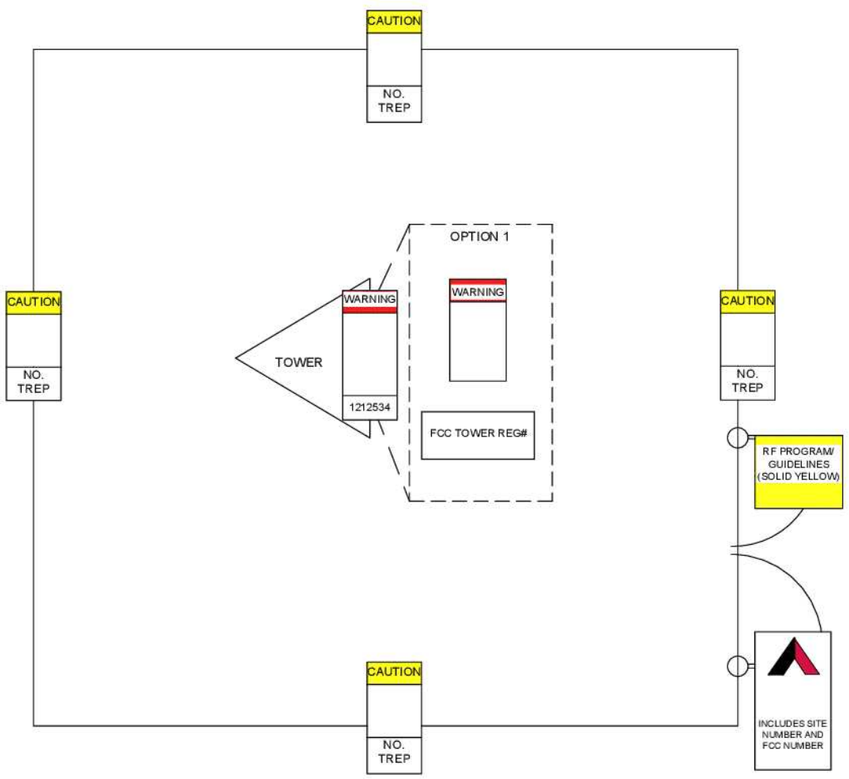
FCC TOWER REGISTRATION #

Posting of sign required by law

ATC STAND-ALONE FCC TOWER REGISTRATION SIGN

ATC RF PROGRAM NOTICE SIGN

A "NO TRESPASSING" SIGN MUST BE POSTED A MINIMUM OF EVERY 50'.



THERE MUST BE AN ATC SIGN WITH SITE INFORMATION AND FCC REGISTRATION NUMBER AT BOTH THE ACCESS ROAD GATE (GATE OFF OF MAIN ROAD, IF APPLICABLE) AND COMPOUND FENCE (IF NO COMPOUND FENCE, THEN IN A CONSPICUOUS PLACE UPON DRIVE UP). IN ADDITION, PLEASE LOOK AT DIAGRAM FOR ALL ADDITIONAL SIGNS REQUIRED.

OPTION 1 MAY BE USED TO POST TOWER REGISTRATION NUMBERS AT THE BASE OF THE TOWER IF A WARNING SIGN DOES NOT HAVE SPACE FOR THE TOWER REGISTRATION NUMBER.

IMPORTANT: FOR ANY ATC SIGN THAT DOES NOT MEET THE ATC SPECIFICATION FOR SIGNAGE (I.E., SHARPIE/PAINT PEN, WORN LABELS, ETC.), BRING IT INTO COMPLIANCE (RE-WRITE IF WORN) AND FLAG FOR REPLACEMENT ASAP WITH THE APPROPRIATE PERMANENT SIGN (YOU CAN ORDER THESE THROUGH THE WAREHOUSE).

ONLY LABELS PRINTED BY A ZEBRA LABEL PRINTER WILL BE ACCEPTED.

ATC SITE SIGN

REPLACEMENT OF SIGNAGE:

AS SIGNAGE BECOMES STOLEN, DAMAGED, BRITTLE OR FADED, IT SHOULD BE REPLACED WITH SIGNAGE PER THIS SPECIFICATION. ANY ACQUIRED SITE SHOULD HAVE NEW SIGNS POSTED WITHIN 60 DAYS UNLESS OTHERWISE SPECIFIED. ANY SITE SOLD SHOULD HAVE THE ATC SIGNS REMOVED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED. ALL FCC OR REGULATORY SIGNAGE MUST BE INSTALLED OR REPLACED AS REQUIRED TO MEET OUR STANDARD. SIGNS SHOULD BE REPLACED ON NORMAL, QUARTERLY MAINTENANCE VISITS BY CONTRACTORS OR SITE MANAGERS, UNLESS OTHERWISE REQUIRED ON A CASE-BY-CASE BASIS.

NOTE:

EXTERIOR SIGNS ARE NOT PROPOSED EXCEPT AS REQUIRED BY THE FCC. ALL EXISTING SIGNAGE AND ANY FUTURE SIGNAGE WILL BE COMPLIANT WITH STATUTE 164-43.4 NO HIGH-VOLTAGE SIGNAGE IS NECESSARY. NO HIGH-VOLTAGE EQUIPMENT PRESENT.

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ATC LEGACY #:	309604

SIGNAGE

SHEET NUMBER:	REVISION:
C-503	A

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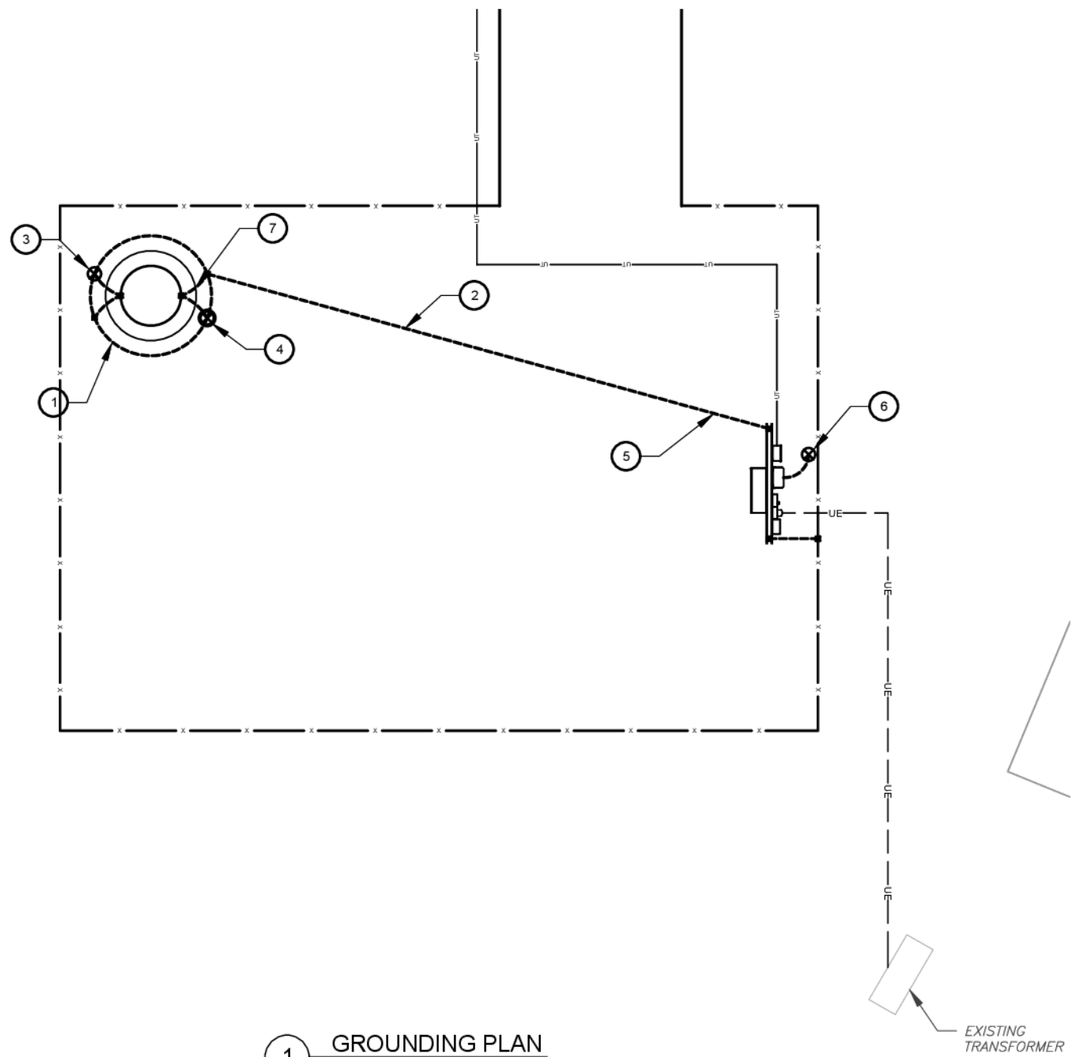

1 GROUNDING PLAN

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)

GROUNDING PLAN NOTES:

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. ALL GROUND CONNECTIONS SHALL BE EXOTHERMIC WELDED. ALL WIRES SHALL BE COPPER.
3. CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY OWNER REPRESENTATIVE.
4. REFER TO ATC CONSTRUCTION SPEC AND COMPLY WITH ALL REQUIREMENTS OF GROUNDING STANDARDS.
5. ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM, AND RECEIVE APPROVAL OF DESIGN BY OWNER REPRESENTATIVE, PRIOR TO INSTALLATION OF GROUNDING SYSTEM. PHOTO DOCUMENT ALL CONNECTIONS AND GROUND RING
6. NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
7. TO AVOID TOWER FOUNDATION, GROUND RODS MAY BE INSTALLED AT AN ANGLE OR TOWER GROUND RING MAY BE EXTENDED AS NEEDED.

KEYED NOTES:

1. #2 AWG SBTC TOWER GROUND RING. (MIN 2 FT FROM FOUNDATION)
2. #2 AWG SBTC TOWER RING RADIALS. GROUNDING RADIAL (TYP.) SEE TRENCH DETAIL 4 ON SHEET E-501. MAINTAIN DEPTH AND MINIMUM 15 FT. SEPARATION FROM OTHER RADIALS AT ENDS AND MINIMUM 5 FT. SEPARATION AT GROUNDING SYSTEMS AND BUILDING FOUNDATIONS.
3. 3/4Ø" X 10 FT GROUND ROD (TYP). SEE DETAIL 2 ON SHEET E-501
4. 3/4Ø" X 10 FT GROUND ROD WITH TEST WELL (MIN. ONE PER SITE ON TOWER GROUND RING). SEE DETAIL 5 ON SHEET E-501.
5. BOND TO ELECTRICAL SERVICE AT MAIN BONDING JUMPER WITH #2 AWG SBTC. PARALLEL CONNECTION AWAY FROM TOWER. SEE DETAIL 1 ON SHEET E-501.
6. SERVICE GROUND ROD SIZE MINIMUM PER NEC OR AS OTHERWISE INDICATED. PLACE MINIMUM OF 10' FROM ALL OTHER GROUND RODS.
7. TOWER TO GROUND RING BONDS. SEE DETAIL 3 ON SHEET E-501.

INSTALLATION NOTES:

1. INSTALL STANDARD LEVEL I DESIGN (BASE BID) WHICH INCLUDES:
   1.1. TOWER RING, 1 GROUND ROD PER LEG, SERVICE GROUND ROD AT H-FRAME, RADIALS TO H-FRAME. ADDITIONAL WORK NECESSARY BELOW SHALL BE CONSIDERED AN ALLOWANCE.
2. MEASURE GROUNDING SYSTEM RESISTANCE WITH A 3-PROBE TEST PRIOR TO BACKFILL/DEMOBILIZATION AND PRIOR TO CONNECTION OF UTILITY POWER NEUTRAL TO THE SYSTEM.
3. IF GROUNDING SYSTEM RESISTANCE IS GREATER THAN 10 OHMS COORDINATE WITH ATC ENGINEER OF RECORD.

GROUNDING PLAN LEGEND:

- GROUND WIRE
- EXOTHERMIC WELD
- MECHANICAL WELD
- COPPER GROUND ROD
- TEST WELL

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ATC LEGACY #:	309604

GROUNDING LAYOUT

SHEET NUMBER: E-401
REVISION: C

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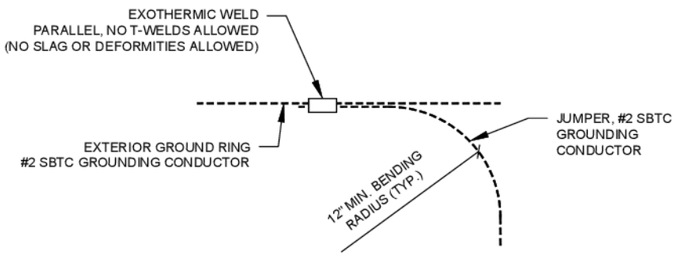
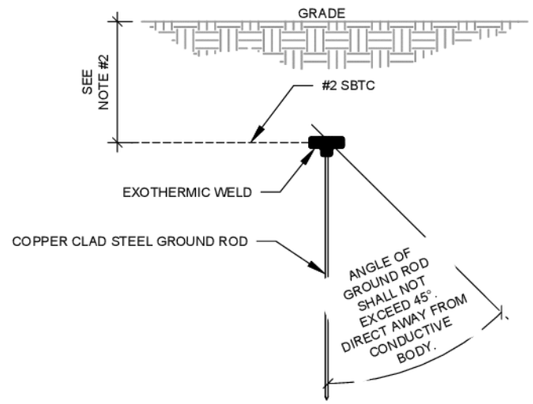
NOTES:

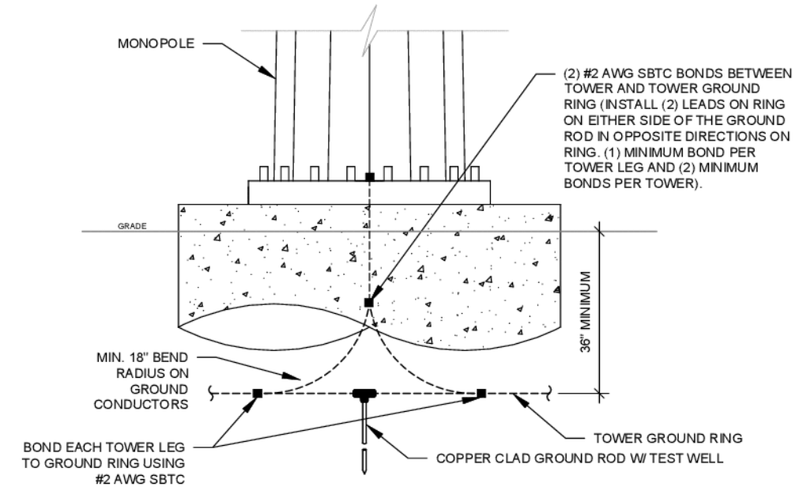
1. LOCATE BEFORE DIGGING.
2. ALL RING AND RADIAL DEPTHS AT 30" OR 6" BELOW FROST LINE, WHICHEVER IS GREATER.
3. WELD GROUND TO FENCE AS LOW AS POSSIBLE TO DETER COPPER THEFT



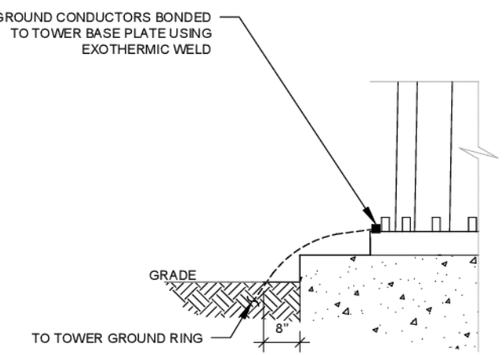
1 TIE CONNECTION DETAIL
SCALE: N.T.S.



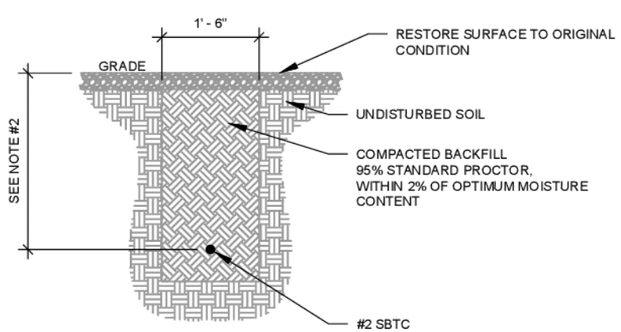
2 GROUND ROD DETAIL
SCALE: N.T.S.



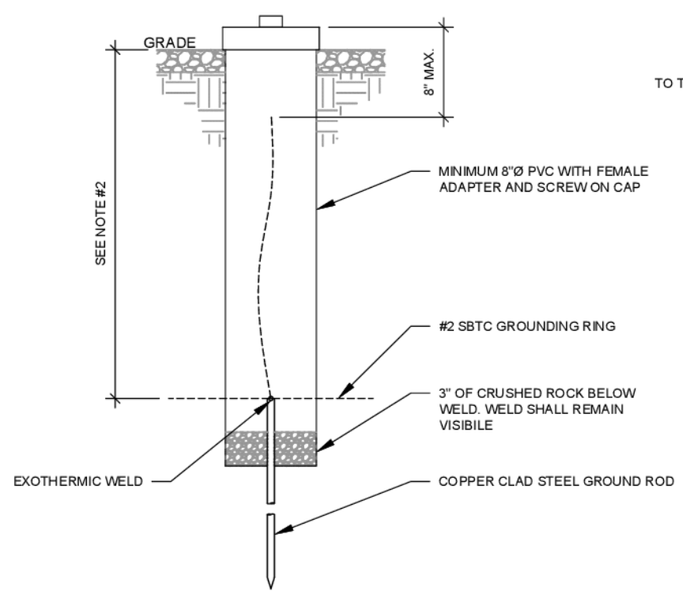
3 TOWER GROUNDING (FRONT)
SCALE: N.T.S.



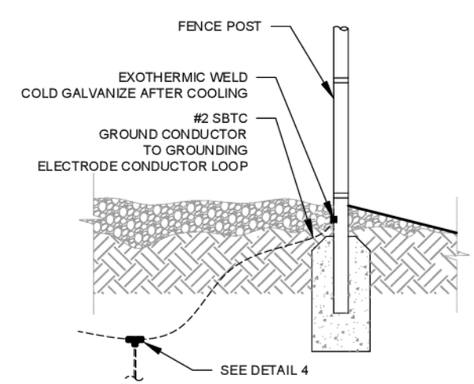
6 TOWER GROUNDING (SIDE)
SCALE: N.T.S.



4 GROUND CONNECTION TRENCH DETAIL (STD.)
SCALE: N.T.S.



5 TEST WELL DETAIL
SCALE: N.T.S.



7 FENCE GROUNDING DETAIL
SCALE: N.T.S.

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: F-6274

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

ELECTRICAL DETAILS

SHEET NUMBER: E-501
REVISION: A

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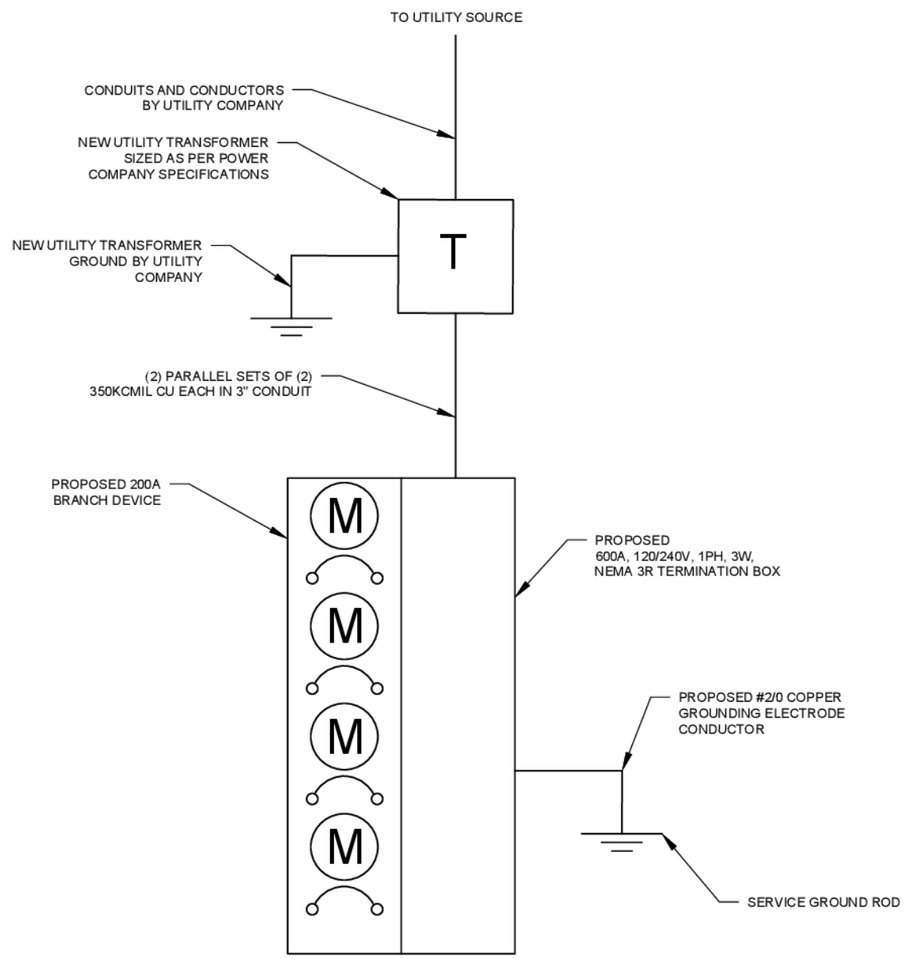

1 ELECTRICAL ONE-LINE DIAGRAM

SCALE: N.T.S.

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A	PRELIM	TA	02/14/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

ELECTRICAL ONE LINE DIAGRAM

SHEET NUMBER: E-601

REVISION: A

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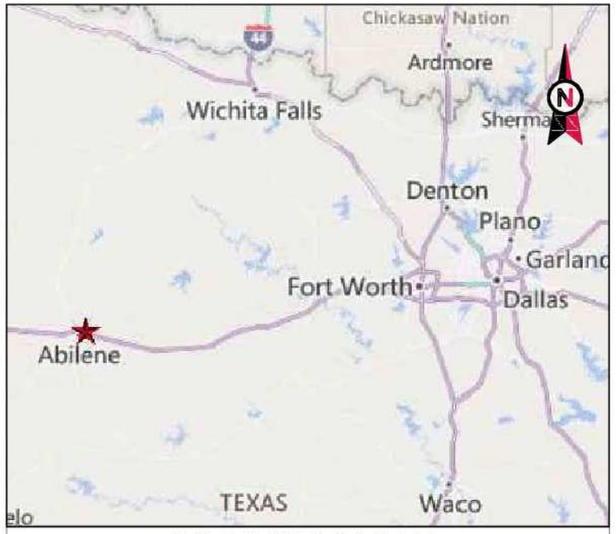

VICINITY MAP

AMERICAN TOWER®

SITE NAME: STRELO COCA COLA TX
SITE NUMBER: 211926
SITE ADDRESS: TBD
ABILENE, TX 79601

LOCATION MAP

STRATEGIC RELOCATION ZONING DRAWINGS

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. 2015 INTERNATIONAL BUILDING CODE (IBC)
2. 2020 NATIONAL ELECTRIC CODE (NEC)
3. LOCAL BUILDING CODE
4. CITY/COUNTY ORDINANCES

SURVEY INFORMATION

1. TOPOGRAPHY AND BOUNDARY INFORMATION WAS OBTAINED FROM SURVEY PLAN DATED 12/06/23 BY POINT TO POINT LAND SURVEYORS

UTILITY COMPANIES

POWER COMPANY: UNKNOWN
PHONE: N/A

TELEPHONE COMPANY: UNKNOWN
PHONE: N/A

811
Know what's **below.**
Call before you dig.

PROJECT SUMMARY

SITE ADDRESS:

TBD
ABILENE, TX 79601
COUNTY: TAYLOR

GEOGRAPHIC COORDINATES:

LATITUDE: 32.47945
LONGITUDE: -99.69069167
GROUND ELEVATION: 1692' AMSL

ZONING INFORMATION:

JURISDICTION: TAYLOR COUNTY
PARCEL NUMBER: 1005127

PROJECT TEAM

TOWER OWNER:

AMERICAN TOWER CORPORATION
10 PRESIDENTIAL WAY
WOBURN, MA 01801

PROPERTY OWNER:

BETTY ROSE'S HOLDINGS LLC
2588 E LAKE ROAD
ABILENE, TX 79601

ENGINEER:

ATC TOWER SERVICES
1 FENTON MAIN STREET SUITE 300
CARY, NC 27511

PROJECT DESCRIPTION

THIS SUBMITTAL IS FOR THE ZONING FOR THE CITY OF ALBIENE. THESE PLANS REPRESENT PROPOSED SITE DEVELOPMENTS.

PROJECT NOTES

1. THE FACILITY IS UNMANNED.
2. A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.
3. FACILITY WILL MEET OR EXCEEDS ALL FAA AND FCC REGULATORY REQUIREMENTS.
4. NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED.
5. HANDICAP ACCESS IS NOT REQUIRED.
6. THE FACILITY WILL NOT GENERATE NOISE IN EXCESS OF 50db AT THE PROPERTY LINES.

PROJECT LOCATION DIRECTIONS

FROM ABILENE:

HEAD EAST ON S 1ST STREET, AND USE THE LEFT 2 LANES TO TURN LEFT ONTO TREADAWAY BLVD. IN ABOUT 2 MILES, TURN RIGHT ONTO AMBLER AVE AND CONTINUE ONTO TX-351 E. IN ABOUT HALF A MILE, TURN RIGHT ONTO E LAKE RD/E PHANTOM HILL RD. DESTINATION SHOULD BE ON THE LEFT IN ABOUT 0.1 MILES.

SHEET INDEX

SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
G-001	TITLE SHEET	C	05/28/24	PN
G-002	GENERAL NOTES	A	02/14/24	TA
V-101	*ALTA SURVEY			
V-102	*EXISTING CONDITIONS & TOPOGRAPHY PLAN			
C-101	OVERALL SITE PLAN	C	05/28/24	PN
C-201	GRADING PLAN & PROFILE	C	05/28/24	PN
C-401	COMPOUND PLAN	C	05/28/24	PN
C-402	TOWER ELEVATION	C	05/28/24	PN
C-501	CONSTRUCTION DETAILS	C	05/28/24	PN
C-502	CONSTRUCTION DETAILS	A	02/14/24	TA
C-503	SIGNAGE	A	02/14/24	TA
E-401	GROUNDING LAYOUT	C	05/28/24	PN
E-501	ELECTRICAL DETAILS	A	02/14/24	TA
E-601	ELECTRICAL ONE LINE DIAGRAM	A	02/14/24	TA
R-601	SPECIAL INSPECTIONS WORKSHEET	A	02/14/24	TA

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REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24
B	ZONING UPDATE	PN	05/15/24
C	TOWER LOC. UPDATE	PN	05/28/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

TITLE SHEET

SHEET NUMBER: G-001
REVISION: C

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE FEDERAL, STATE, AND LOCAL CODES, INCLUDING ANSI/EIA/TIA-222, AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS FOR WIRELESS TOWER SITES.
2. CONTRACTOR SHALL CONTACT LOCAL 811 FOR IDENTIFICATION OF UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS.
4. ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE IMPROVEMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER.
5. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.
6. DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
7. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. CONTRACTOR SHALL BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
9. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
10. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE ATC CM PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH REMEDIAL ACTION SHALL REQUIRE WRITTEN APPROVAL BY THE ATC CM PRIOR TO PROCEEDING.
11. EACH CONTRACTOR SHALL COOPERATE WITH THE ATC CM, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
12. CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION OF THIS PROJECT TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE ATC CONSTRUCTION MANAGER.
13. ALL CABLE/CONDUIT ENTRY/EXIT PORTS SHALL BE WEATHERPROOFED DURING INSTALLATION USING A SILICONE SEALANT.
14. WHERE EXISTING CONDITIONS DO NOT MATCH THOSE SHOWN IN THIS PLAN SET, CONTRACTOR WILL NOTIFY THE ATC CONSTRUCTION MANAGER IMMEDIATELY.
15. CONTRACTOR SHALL ENSURE ALL SUBCONTRACTORS ARE PROVIDED WITH A COMPLETE AND CURRENT SET OF DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
16. ALL ROOF WORK SHALL BE DONE BY A QUALIFIED AND EXPERIENCED ROOFING CONTRACTOR IN COORDINATION WITH ANY CONTRACTOR WARRANTING THE ROOF TO ENSURE THAT THE WARRANTY IS MAINTAINED.
17. CONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE AT THE END OF EACH DAY.
18. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH LANDLORD AND TAKE PRECAUTIONS TO MINIMIZE IMPACT AND DISRUPTION OF OTHER OCCUPANTS OF THE FACILITY.
19. CONTRACTOR SHALL FURNISH ATC WITH THREE AS-BUILT SETS OF DRAWINGS UPON COMPLETION OF WORK.
20. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH ATC CM TO DETERMINE WHAT, IF ANY, ITEMS WILL BE PROVIDED. ALL ITEMS NOT PROVIDED SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR WILL INSTALL ALL ITEMS PROVIDED.
21. PRIOR TO SUBMISSION OF BID, CONTRACTOR WILL COORDINATE WITH ATC CONSTRUCTION MANAGER TO DETERMINE IF ANY PERMITS WILL BE OBTAINED BY ATC. ALL REQUIRED PERMITS NOT OBTAINED BY ATC MUST BE OBTAINED, AND PAID FOR, BY THE CONTRACTOR.
22. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO ATC FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
23. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND LOCATED ACCORDING TO ATC SPECIFICATIONS, AND AS SHOWN IN THESE PLANS.
24. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
25. CONTRACTOR SHALL NOTIFY ATC CM A MINIMUM OF 48 HOURS IN ADVANCE OF POURING CONCRETE OR BACKFILLING ANY UNDERGROUND UTILITIES, FOUNDATIONS OR SEALING ANY WALL, FLOOR OR ROOF PENETRATIONS FOR ENGINEERING REVIEW AND APPROVAL.

EROSION AND SEDIMENTATION CONTROL PLAN NOTES:

THIS PLAN HAS BEEN DEVELOPED TO PROVIDE A STRATEGY FOR CONTROLLING SOIL EROSION AND SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROPOSED FACILITY. THE EQUIPMENT ANTICIPATED TO BE USED FOR THE CONSTRUCTION INCLUDES THE FOLLOWING: BACKHOES, BULLDOZERS, LOADERS, TRUCKS, CRANES, COMPACTORS, AND GRADERS. THE FOLLOWING MEASURES WILL BE UNDERTAKEN TO PROVIDE MAXIMUM PROTECTION TO THE SOIL, WATER, AND ABUTTING LANDS:

1. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM AMERICAN TOWER PRIOR TO IMPLEMENTATION.
2. THE LIMITS OF DISTURBANCE (LOD) SHOULD BE MARKED PRIOR TO DISTURBANCE ACTIVITIES (I.E. SURVEY STAKES, POSTS & ROPE, CONSTRUCTION FENCE, ETC.).
3. A COPY OF THE SEDIMENT AND EROSION CONTROL PLAN MUST BE AVAILABLE AT THE PROJECT SITE DURING CONSTRUCTION UNTIL THE SITE IS STABILIZED. (AS APPLICABLE)
4. PRIOR TO GRUBBING OR ANY EARTHMOVING OPERATION, SILTATION FENCE WILL BE INSTALLED ACROSS THE SLOPE ON THE CONTOUR AT THE DOWNHILL LIMIT OF THE WORK AS PROTECTION AGAINST CONSTRUCTION RELATED EROSION. (CONSULT ATC CM AS REQUIRED)
5. STONE CHECK DAMS WILL BE INSTALLED IN THE DRAINAGE DITCHES TO PREVENT EROSION PRIOR TO THE STABILIZATION OF THE CHANNELS. EROSION CONTROL BLANKETS WILL ALSO BE INSTALLED IN ALL DITCHES TO BE REVEGETATED.
6. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY UNDISTURBED LAND AREA WILL BE COMPLETED WITHIN FIFTEEN CALENDAR DAYS AFTER FINAL GRADING HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE OR PRACTICAL TO PERMANENTLY STABILIZE DISTURBED LAND, TEMPORARY EROSION CONTROL MEASURES WILL BE IMPLEMENTED WITHIN THIRTY CALENDAR DAYS OF EXPOSURE OF SOIL. ALL DISTURBED AREAS WILL BE MULCHED FOR EROSION CONTROL UPON COMPLETION OF ROUGH GRADING. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED.
7. ANY EXPOSED SLOPES GREATER THAN 2:1 AND NEWLY CONSTRUCTED DRAINAGE DITCHES WILL BE STABILIZED WITH EROSION CONTROL BLANKET TO PREVENT EROSION DURING CONSTRUCTION AND TO FACILITATE REVEGETATION AFTER LOAMING AND SEEDING.
8. TO PROVIDE PROTECTION AGAINST EROSION, RIPRAP WILL BE PLACED AT ALL CULVERT INLETS AND OUTLETS AS SHOWN ON THE ATTACHED DRAWINGS.
9. IN AREAS OF CONSTRUCTION DEWATERING, ISOLATED SETTLEMENT TRAPS WILL BE CONSTRUCTED ADJACENT TO THE ACTIVITY. WATER WILL BE PUMPED FROM THE EXCAVATIONS TO THESE DEPRESSION AREAS FOR SEDIMENT REMOVAL. ADDITIONAL SEDIMENTATION PROTECTION WILL BE PROVIDED BY THE INSTALLATION OF HAYBALE BARRIERS BETWEEN THE BASINS AND THE RECEIVING DRAINAGE COARSE.
10. NATIVE TOPSOIL SHALL BE SAVED, STOCKPILED, MULCHED, AND REUSED AS MUCH AS POSSIBLE ON THE SITE. SILTATION FENCE SHALL BE INSTALLED AT THE BASE OF STOCKPILES AT THE DOWNHILL LIMIT TO PROTECT AGAINST EROSION. STOCKPILES WILL BE STABILIZED BY SEEDING AND MULCHING UPON FORMATION OF THE PILES. UPHILL OF THE STOCKPILES, STABILIZED DITCHES AND/OR BERMS WILL BE CONSTRUCTED TO DIVERT STORMWATER RUNOFF AWAY FROM THE PILES.
11. FINAL SEEDING WILL BE APPLIED IN ACCORDANCE WITH THE AMERICAN TOWER CORPORATION CONSTRUCTION SPECIFICATION.
12. SHOULD CONSTRUCTION OCCUR AFTER NOVEMBER 15, ADDITIONAL EROSION CONTROL METHODS WILL BE IMPLEMENTED. ALL DISTURBED AREAS WILL BE MINIMIZED AS MUCH AS POSSIBLE. PRIOR TO FREEZING, ADDITIONAL EROSION CONTROL DEVICES WILL BE INSTALLED AS APPROPRIATE INSPECTION OF THESE EROSION CONTROL ITEMS WILL BE CONSTANT, WITH PARTICULAR ATTENTION PAID TO WEATHER PREDICTIONS TO ENSURE THAT THESE MEASURES ARE PROPERLY IN PLACE TO HANDLE LARGE AMOUNTS OF RUNOFF FROM HEAVY RAINS OR THAWS.
13. FOR AN EARTH DISTURBANCE ACTIVITY OR ANY STAGE OR PHASE OF AN ACTIVITY TO BE CONSIDERED PERMANENTLY STABILIZED, THE DISTURBED AREAS SHALL BE COVERED BY A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.
14. THE CONTRACTOR WILL REGULARLY INSPECT THE PROJECT'S EROSION AND SEDIMENTATION CONTROLS DURING THE ENTIRE ACTIVE CONSTRUCTION STAGES. THE INSPECTIONS WILL BE PERFORMED WEEKLY AND AFTER ALL RUNOFF EVENTS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND REMOVAL OF ALL EROSION AND SEDIMENTATION CONTROLS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING, AND RENETTING MUST BE PERFORMED IMMEDIATELY. SEDIMENT THAT HAS BEEN TRAPPED BY THE SILT BARRIER WILL BE REMOVED AS REQUIRED, AND IN ALL CASES, BEFORE THE ACCUMULATION HAS REACHED HALF THE HEIGHT OF THE FENCE. THE SILT BARRIER WILL BE RE-ANCHORED, REPAIRED, OR REPLACED AS NECESSARY. ALL OTHER CONTROLS WILL BE INSPECTED ON THE SAME SCHEDULE. IF EROSION AND SEDIMENT CONTROL BMP'S FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMP'S, OR MODIFICATION OF THOSE INSTALLED WILL BE REQUIRED.
15. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
16. ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
17. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
18. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE AMERICAN TOWER CORPORATION CONSTRUCTION SPECIFICATION AND/OR THE CONTRACTOR SHALL NOTIFY THE ATC CONSTRUCTION MANAGER.
19. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEPT INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.

CONSTRUCTION SEQUENCE:

1. REMOVE EXISTING FENCE AS SHOWN ON SITE PLAN.
2. INSTALL GRAVEL.
3. INSTALL PROPOSED CHAIN-LINK FENCE AS SHOWN ON PLANS.
4. CONSTRUCT PROPOSED TOWER PER TOWER MANUFACTURER'S SPECIFICATIONS.
5. INSTALL ANY REQUIRED ICE BRIDGES PER ATC SPECIFICATIONS.
6. DECONSTRUCT EXISTING TOWER ONLY ONCE THE PROPOSED TOWER IS ERECTED AND IN FULL WORKING CONDITION.
7. IF CONSTRUCTION IS TERMINATED OR SUSPENDED PRIOR TO CONSTRUCTION COMPLETION, ALL EXPOSED SOIL AREAS SHALL BE SEEDED WITH TEMPORARY SEEDING AND MULCHED IMMEDIATELY.

CONCRETE AND REINFORCING STEEL NOTES:

1. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF ALL APPLICABLE CODES INCLUDING: ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", AND ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".
2. MIX DESIGN SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND SUBMITTED TO ENGINEER PRIOR TO PLACING CONCRETE.
3. CONCRETE SHALL BE NORMAL WEIGHT, 6 % AIR ENTRAINED (+/- 1.5%) WITH A MAXIMUM 4" SLUMP AND HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4500 PSI UNLESS OTHERWISE NOTED.
4. THE FOLLOWING MATERIALS SHALL BE USED:

PORTLAND CEMENT:	ASTM C-150, TYPE 1 OR 2
REINFORCEMENT:	ASTM A-185, PLAIN STEEL WELDED WIRE FABRIC
REINFORCEMENT BARS:	ASTM A615, GRADE 60, DEFORMED
NORMAL WEIGHT AGGREGATE:	ASTM C-33
WATER:	DRINKABLE
ADMIXTURES:	NON-CHLORIDE CONTAINING

5. MINIMUM CONCRETE COVER FOR REINFORCING STEEL SHALL BE AS FOLLOWS (UNLESS OTHERWISE NOTED):
   A. CONCRETE CAST AGAINST EARTH: 3"
   B. ALL OTHER CONCRETE: 2"
6. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE IN ACCORDANCE WITH ACI 301 SECTION 4.2.4, UNLESS NOTED OTHERWISE.
7. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL, OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ATC CM APPROVAL WHEN DRILLING HOLES IN CONCRETE.
8. ADMIXTURES SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN ACI 301.
9. DO NOT WELD OR TACK WELD REINFORCING STEEL.
10. ALL DOWELS, ANCHOR BOLTS, EMBEDDED STEEL, ELECTRICAL CONDUITS, PIPE SLEEVES, GROUNDS AND ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
11. REINFORCEMENT SHALL BE COLD BENT WHENEVER BENDING IS REQUIRED.
12. DO NOT PLACE CONCRETE IN WATER, ICE, OR ON FROZEN GROUND.
13. DO NOT ALLOW REINFORCEMENT, CONCRETE OR SUBBASE TO FREEZE DURING CONCRETE CURING AND SETTING PERIOD, OR FOR A MINIMUM OF 3 DAYS AFTER PLACEMENT.
14. FOR COLD-WEATHER AND HOT-WEATHER CONCRETE PLACEMENT, CONFORM TO APPLICABLE ACI CODES AND RECOMMENDATIONS. IN EITHER CASE, MATERIALS CONTAINING CHLORIDE, CALCIUM, SALTS, ETC. SHALL NOT BE USED. PROTECT FRESH CONCRETE FROM WEATHER FOR 7 DAYS, MINIMUM.
15. CONCRETE SHALL BE RUBBED TO A ROUGH GROUT FINISH. PADS SHALL BE SEALED BY STEEL TROWEL.
16. UNLESS OTHERWISE NOTED:
   A. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60.
   B. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
17. SPLICING OF REINFORCEMENT IS PERMITTED ONLY AT LOCATIONS SHOWN IN THE CONTRACT DRAWINGS OR AS ACCEPTED BY THE ENGINEER. UNLESS OTHERWISE SHOWN OR NOTED REINFORCING STEEL SHALL BE SPLICED TO DEVELOP ITS FULL TENSILE CAPACITY (CLASS A) IN ACCORDANCE WITH ACI 318.
18. REINFORCING BAR DEVELOPMENT LENGTHS, AS COMPUTED IN ACCORDANCE WITH ACI 318, FORM THE BASIS FOR BAR EMBEDMENT LENGTHS AND BAR SPLICED LENGTHS SHOWN IN THE DRAWINGS. APPLY APPROPRIATE MODIFICATION FACTORS FOR TOP STEEL, BAR SPACING, COVER AND THE LIKE.
19. DETAILING OF REINFORCING STEEL SHALL CONFORM TO "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" (ACI 315).
20. ALL SLAB CONSTRUCTION SHALL BE CAST MONOLITHICALLY WITHOUT HORIZONTAL CONSTRUCTION JOINTS, UNLESS SHOWN IN THE CONTRACT DRAWINGS.
21. LOCATION OF ALL CONSTRUCTION JOINTS ARE SUBJECT TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, CONFORMANCE WITH ACI 318, AND ACCEPTANCE OF THE ENGINEER. DRAWINGS SHOWING LOCATION OF DETAILS OF THE PROPOSED CONSTRUCTION JOINTS SHALL BE SUBMITTED WITH REINFORCING STEEL PLACEMENT DRAWINGS
22. SPLICES OF WWF, AT ALL SPLICED EDGES, SHALL BE SUCH THAT THE OVERLAP MEASURED BETWEEN OUTERMOST CROSS WIRES OF EACH FABRIC SHEET IS NOT LESS THAN THE SPACING OF THE CROSS WIRE PLUS 2 INCHES, NOR LESS THAN 8".
23. BAR SUPPORTS SHALL BE ALL-GALVINIZED METAL WITH PLASTIC TIPS.
24. ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE TO PREVENT DISPLACEMENT BY CONSTRUCTION TRAFFIC OR CONCRETE. TIE WIRE SHALL BE 16 GAUGE CONFORMING TO ASTM A82
25. SLAB ON GROUND
   A. COMPACT STRUCTURAL FILL TO 95% DENSITY AND THEN PLACE 6" GRAVEL BENEATH SLAB.
   B. PROVIDE VAPOR BARRIER BENEATH SLAB ON GROUND.

GENERAL FOUNDATION NOTES:

(APPLICABLE FOR EQUIPMENT SHELTER ONLY)

1. THOROUGHLY COMPACT BOTTOM OF EXCAVATIONS PRIOR TO PLACING RIGID INSULATION BARRIER. BACKFILL AND COMPACTION PROCEDURES SHALL BE DONE PER INDUSTRY STANDARDS.
2. ALL REINFORCING STEEL SHALL BE ASTM A615 - GRADE 60. SECURE REINFORCING IN PLACE TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT.
3. VERIFY DETAILS AND DIMENSIONS WITH SHELTER DRAWINGS. NOTIFY ATC CM OF ANY DISCREPANCIES.
4. INSULATION BARRIER PROVIDED IS FOR FROST PROTECTION IN LIEU OF STANDARD FOUNDATIONS WITH BEARING AT CODE REQUIRED FROST DEPTH.
5. SHELTER MUST BE ANCHORED TO ITS FOUNDATION. ANCHOR IN ACCORDANCE WITH SHELTER MANUFACTURER SPECIFICATIONS.

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SUITE 300
CARY, NC 27511
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REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24
△			
△			
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△			

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

GENERAL NOTES

SHEET NUMBER: G-002

REVISION: A

CAP EX INSPECTION NOTES

THE SPECIAL INSPECTION (SI) PROCEDURE IS INTENDED TO CONFIRM THAT CONSTRUCTION AND INSTALLATION MEETS ENGINEERING DESIGN, ATC PROCEDURES AND ATC STANDARD SPECIFICATIONS FOR WIRELESS TOWER SITES.

TO ENSURE THAT THE REQUIREMENTS OF THE SI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR AND THE INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED FROM AMERICAN TOWER CORPORATION (ATC). IT IS EXPECTED THAT EACH PARTY WILL PROACTIVELY REACH OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR AMERICAN TOWER POINT OF CONTACT.

SPECIAL INSPECTOR

THE SPECIAL INSPECTOR IS REQUIRED TO CONTACT THE GENERAL CONTRACTOR AS SOON AS RECEIVING A PO FROM ATC. UPON RECEIVING A PO FROM ATC THE SPECIAL INSPECTOR AT A MINIMUM MUST:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE GENERAL CONTRACTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- ANY CONCERNS WITH THE SCOPE OF WORK OR PROJECT COMMITMENT MUST BE RELAYED TO THE ATC POINT OF CONTACT IMMEDIATELY.

THE SPECIAL INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR INSPECTION AND TEST REPORTS, REVIEWING THESE DOCUMENTS FOR ADHERENCE TO CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE SI REPORT TO AMERICAN TOWER CORPORATION.

GENERAL CONTRACTOR

THE GENERAL CONTRACTOR IS REQUIRED TO CONTACT THE SI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE SI TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS.

THE GENERAL CONTRACTOR SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SI CHECKLIST.

CAP EX SPECIAL INSPECTION CHECKLIST

INSPECTION ITEM	DESCRIPTION	INSPECTION TESTING REQUIRED	RESPONSIBILITY	SI REVIEW REQUIRED			INSPECTION FREQUENCY	
				PRE CX	DURING CX	POST CX	PERIODIC	CONTINUOUS
SPECIAL INSPECTION FIELD WORK & REPORT	DOCUMENTATION AND SITE VISIT CONDUCTED BY AN ATC APPROVED SPECIAL INSPECTOR AS REQUIRED BY ATC AND OTHER AUTHORITIES HAVING JURISDICTION. INSPECTION PARAMETERS TO FOLLOW ATC'S CONSTRUCTION SPECIFICATIONS FOR WIRELESS TOWER SITES.	Y	SI			✔		
ENGINEERING ASSEMBLY DRAWINGS	GC SHALL SUBMIT DRAWINGS TO SI FOR INCLUSION IN SI REPORT	Y	GC	✔				
FABRICATED MATERIAL VERIFICATION & INSPECTION	MTR AND OR MILL CERTIFICATIONS FOR SUPPLIED MATERIALS GC SHALL SUPPLY SI WITH REPORTS TO BE INCLUDED IN SI REPORT WHEN REQUIRED BY ATC	Y	SI	✔				
ROAD INSPECTION	STONE SHOULD HAVE A MINIMUM DEPTH OF 6". ENTRANCE SHALL HAVE A MINIMUM WIDTH OF 20' FOR A MINIMUM LENGTH OF 30' AND A 30' RADIUS, IF POSSIBLE. TRAVEL LANE SHALL HAVE A MIN. WIDTH OF 12' IN THE TANGENTS AND 15' AT THE CURVES. ROAD HAS NO SIGNS OF RILLS AND EROSION. ROAD IS PROPERLY CROWNED OR SUPER-ELEVATED. ALL DIMENSIONS AND DEPTHS SHALL BE PER THE PLANS OR ABOVE UNLESS UNLESS OTHERWISE SPECIFIED.	Y	GC / SI			✔	✔	
DITCH INSPECTION	A DITCH SHOULD BE INSTALLED PER THE APPROVED PLANS. INSPECT EROSION PROBLEMS, DAMAGE TO VEGETATION, SEDIMENT AND DEBRIS ACCUMULATION (ADDRESS WHEN >3 INCHES AT ANY SPOT OR COVERING VEGETATION). INSPECT FOR POOLS OF STANDING WATER. IF REQUIRED, DEWATER AND DISCHARGE TO AN APPROVED LOCATION AND RESTORE GRADE TO PROVIDE POSITIVE DRAINAGE. VEGETATION ALONG THE SURFACE OF THE DITCH SHOULD BE KEPT IN GOOD CONDITION, AND ANY BARE SPOTS IMMEDIATELY RE-VEGETATED. IF THE DITCH IS RIP-RAP VERIFY IF ADDITIONAL RIP-RAP NEEDS TO BE INSTALLED. THE CHANNEL SHOULD BE CLEANED WHENEVER THE TOTAL DEPTH IS REDUCED BY 25% AT ANY LOCATION OR A MINIMUM 9" DEPTH IS NOT ACHIEVED.	N	SI					
CHECK DAM INSPECTION	INSPECT AND CORRECT CHECK DAMS WHEN SIGNS OF ALTERED WATER FLOW (CHANNELIZATION, OBSTRUCTIONS, EROSION ETC.) ARE IDENTIFIED.CHECK DAMS SHOULD BE HALF OF THE DITCH HEIGHT. A CHECK DAM SHALL BE INSTALLED AT THE CULVERT TO PREVENT BYPASS FLOW.	N	SI					
WATER BAR INSPECTION	IS THE WATER BAR FUNCTIONING PROPERLY AND PREVENT WATER FROM TRAVELING DOWN THE ROADWAY IN STEEP SLOPES OR AT CURVES. SHOULD BE CONSTRUCTED AND MAINTAINED AT A CROSS SLOPE OF 2% AND DISCHARGE TO A DITCH OR WELL VEGETATED AREA.	N	SI					
TURN-OUT INSPECTION	IS THE TURNOUT LOCATED TO TAKE ADVANTAGE OF NATURAL DRAINAGE COURSES OR BUFFER AREAS WHERE POSSIBLE? INSPECT AND VERIFY IF THE TURNOUTS ARE FUNCTIONING PROPERLY AND IF EARTHEN BERMS OR RIP-RAP IS NECESSARY TO MAINTAIN THE DRAINAGE PATTERN.	N	SI					
CULVERT INSPECTION	INSTALLED THE CORRECT SIZE AND MATERIAL TYPE AND AT THE PROPER LOCATIONS WITH A MINIMUM OF 1' COVER. CULVERTS SHOULD BE KEPT CLEAN AND ENSURE WATER FLOW. UNLESS AT A LOW POINT ALL A DOWNSTREAM EARTHEN OR STONE BERM SHALL BE INSTALLED AT THE CULVERT TO PREVENT BYPASS FLOW.	N	SI					
OUTLET PROTECTION INSPECTION	SHALL BE INSTALLED ON LEVEL GRADE TO PREVENT SCOUR AND EROSION AT PIPE OR CHANNEL OUTFALL.DISPLACED RIP-RAP SHALL BE REPLACED. DEPTH SHALL BE 1.5 TIMES THE STONE SIZE OR MIN OF 9". A MINIMUM LENGTH OF 8' IS REQUIRED. MIN STONE SIZE: AASHTO R-3 RIP RAP (3"-6" CLEAN STONE).	N	SI					
BASIN INSPECTION	UP GRADIENT CULVERTS, CATCH BASINS AND INLETS OF BASIN SHOULD BE INSPECTED AND CLEANED. VEGETATION ALONG THE SURFACE OF THE BASIN SHOULD BE MAINTAINED IN GOOD CONDITION, AND ANY BARE SPOTS REVEGETATED AS SOON AS POSSIBLE. INSPECT FOR ACCUMULATION OF SEDIMENT, DAMAGE TO OUTLET CONTROL STRUCTURES, EROSION CONTROL MEASURES, SIGNS OF WATER CONTAMINATION/SPILLS, AND SLOPE STABILITY IN THE BERMS AND PONDING OF WATER GREATER THAN 72 HOURS SINCE THE LAST RUNOFF EVENT.	N	SI					
SILT FENCE INSPECTION	ALL SILT FENCE AND STAKES SHOULD BE REMOVED BY THE CONTRACTOR AFTER THE SITES HAS ACHIEVED STABILIZATION. NO LONG TERM MAINTENANCE IS REQUIRED.	N	SI					
SEEDING INSPECTION	SITES SHOULD OBTAIN AND MAINTAIN AT LEAST 70% STABILIZATION. STONE IS CONSIDERED STABILIZED.	Y	SI			✔	✔	
COMPACTION VERIFICATION	CONTRACTOR SHALL PROVIDE AN INDEPENDENT THIRD PARTY CERTIFIED INSPECTION WHICH PROVIDES TEST RESULTS FOR COMPACTION TEST OF SOILS IN PLACE TO ASTM STANDARDS.	Y	GC / TA			✔		
COMPOUND INSPECTION	THE COMPOUND SHALL HAVE A MAXIMUM GRADE OF 5% AND A MINIMUM OF 1% IN ANY DIRECTION. A 1' MINIMUM GRAVEL APRON AROUND THE COMPOUND WITH A DITCH INSTALLED PER THE PLANS SURROUNDING THE UP GRADIENT PERIMETER OF THE COMPOUND. THE DITCH SHALL FREELY GRAVITY DRAIN TO AN APPROPRIATE LOCATION WITH NO IMPACT TO DOWN GRADIENT FEATURES SUCH AS THE ACCESS ROAD OR OTHER STRUCTURES.	Y	GC / TA			✔	✔	
SLOPE STABILITY INSPECTION	EROSION CONTROL BLANKETS SHALL BE USED ON ALL SLOPES GREATER THAN 2H:1V OR STEEPER OR AS DIRECTED BY LOCAL REGULATING AGENCIES, AND WHERE POTENTIAL EXISTS FOR SEDIMENT POLLUTION TO RECEIVING SURFACE WATERS. SINCE ROCK SLOPES POSE LITTLE, IF ANY, POTENTIAL FOR EROSION, CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILL SLOPES DO NOT NEED TO BE BLANKETED.	Y	SI			✔	✔	
POWER AND GROUNDING	POWER PANELS, DISCONNECTS, ATS, TROUGH, H-FRAME, CONDUIT AND GROUNDING SYSTEMS ARE IN CONFORMANCE WITH THE DESIGN DRAWINGS	Y	SI			✔	✔	
GC AS-BUILT DRAWINGS WITH CONSTRUCTION RED-LINES	GC SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS TO SI FOR APPROVAL/REVIEW AND INCLUSION IN SI REPORT	Y	GC			✔		
SI AS-BUILT DRAWINGS WITH INSPECTION RED-LINES (AS REQUIRED)	SI SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS WITHIN SI REPORT	Y	SI			✔		
PHOTOGRAPHS	PHOTOGRAPHIC EVIDENCE OF SPECIAL INSPECTION, ON SITE REMEDIATION, AND ITEMS FAILING INSPECTION & REQUIRING FOLLOW UP TO BE INCLUDED WITHIN THE SI REPORT. COMPLETE PHOTO LOG IS TO BE SUBMITTED WITHIN SI REPORT.	Y	GC / SI			✔		

NOTE:
1. SPECIAL INSPECTIONS ARE INTENDED TO BE A COLLABORATIVE EFFORT BETWEEN GC AND SI. WHENEVER POSSIBLE GC IS TO PROVIDE SI WITH PHOTOGRAPHIC OR OTHER ACCEPTABLE EVIDENCE OF PROPER INSTALLATION IF PERIODIC INSPECTION FREQUENCY IS ACCEPTABLE. THE GC AND SI SHALL WORK TO COMPILE EVIDENCE OF PROPER CONSTRUCTION AND LIMIT THE NUMBER OF SI SITE VISITS REQUIRED.
2. GC TO REFERENCE TOWER AND FOUNDATION DRAWINGS FOR SPECIAL INSPECTION REQUIREMENTS.

TABLE KEY:
SI - ATC APPROVED SPECIAL INSPECTOR | CX - CONSTRUCTION | TA - 3RD PARTY TESTING AGENCY
GC - GENERAL CONTRACTOR | CM - CONSTRUCTION MANAGER | ATC - AMERICAN TOWER CORPORATION

COMMENTS:

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REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

SPECIAL INSPECTIONS WORKSHEET

SHEET NUMBER: R-601
REVISION: A

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PROJECT SUMMARY

FIELD SURVEY DATE: 12/06/2023

SITE ADDRESS: 2588 E LAKE RD, ABILENE, TX 79601

PARCEL INFORMATION:
OWNER: BETTY ROSE'S HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY
ADDRESS: PO BOX 3101, ABILENE, TX 79604
APN: 1005127

TOTAL AREAS:
PARENT PARCEL: 1.345 ACRES ± (PER PLAT)
ATC AREA: 0.2296 ACRES ±

GEOGRAPHIC COORDINATES OF TOWER:
LATITUDE: 32°28'49.63" N (32.480687)
LONGITUDE: 99°41'20.24" W (-99.688622)
VERTICAL DATUM: NAVD 1988 (COMPUTED USING GEOID18)
HORIZONTAL DATUM: NAD83
GROUND ELEVATION: 1996.7
*BEARINGS ARE BASED ON GRID NORTH (TEXAS NC)

FLOODPLAIN:
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X – AREA OF MINIMAL FLOOD HAZARD. COMMUNITY PANEL NO.: 48441C0227F DATED: 07/06/2012

*THIS SPECIFIC PURPOSE ALTA SURVEY IS FOR THE ATC AREA AND EASEMENTS ONLY AND WAS PREPARED FOR THE EXCLUSIVE USE OF AMERICAN TOWER CORPORATION AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE ATC AREA AND THE RIGHTS OF EASEMENT SHOWN HEREON. BOUNDARY INFORMATION SHOWN HEREON WAS BEING COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED. THIS SURVEY IS NOT INTENDED TO BE USED OR RELIED UPON BY ANY PARTY OTHER THAN AMERICAN TOWER CORPORATION AND CANNOT BE USED BY ANY PARTY FOR ANY OTHER PURPOSE, INCLUDING RECORDING.

ENCROACHMENT STATEMENT
PORTION OF ATC AREA WITHIN 30' ZONING SETBACK ALONG SOUTHERN PROPERTY LINE.

SURVEYOR'S NOTES

1. THERE IS ACCESS TO THE PARENT PARCEL VIA EAST LAKE ROAD, A PUBLIC RIGHT OF WAY.

2. THE LOCATIONS OF ALL UTILITIES SHOWN ON THE SURVEY ARE FROM VISIBLE SURFACE EVIDENCE ONLY.

3. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

4. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE PARENT PARCEL BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

5. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION.

6. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF ANY RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

7. EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM ROBOTIC AND/OR LEICA TS12. SEE GNSS NOTES FOR GNSS EQUIPMENT.

8. NO WETLANDS AREAS HAVE BEEN INVESTIGATED BY THIS SURVEY.

9. BASIS OF BEARING: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.

10. BASIS OF ELEVATION: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.

VICINITY MAP

NTS

ZONING INFORMATION

ZONE: GR

*ALL SITE RESTRICTIONS SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

LEGAL DESCRIPTION

30' ACCESS & UTILITY EASEMENT – AS SURVEYED:

TOGETHER WITH A 30-FOOT WIDE EASEMENT LYING AND BEING IN SURVEY 25, ABSTRACT NO. 1008, BLIND ASYLUM LANDS, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AND BEING A PART OF A CALLED 1.345 ACRE TRACT SHOWN ON A PLAT TITLED LOT 1, BLOCK A, BETTY ROSE'S ADDITION AS RECORDED IN CABINET 4, SLIDE 239, TAYLOR COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK A, SAID REBAR HAVING A TEXAS GRID NORTH, NAD 83, NORTH CENTRAL ZONE VALUE OF N: 6859575.8513 E: 1601682.2550;

THENCE RUNNING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF EAST LAKE ROAD, NORTH 29°18'53" WEST, 119.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 60°59'52" WEST, 339.40 FEET TO A POINT;

THENCE, SOUTH 29°00'08" EAST, 58.88 FEET TO THE ENDING AT A POINT.

BEARINGS BASED ON TEXAS GRID NORTH, NAD 83, NORTH CENTRAL ZONE.

ATC AREA – AS SURVEYED:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SURVEY 25, ABSTRACT NO. 1008, BLIND ASYLUM LANDS, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AND BEING A PART OF A CALLED 1.345 ACRE TRACT SHOWN ON A PLAT TITLED LOT 1, BLOCK A, BETTY ROSE'S ADDITION AS RECORDED IN CABINET 4, SLIDE 239, TAYLOR COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK A, SAID REBAR HAVING A TEXAS GRID NORTH, NAD 83, NORTH CENTRAL ZONE VALUE OF N: 6859575.8513 E: 1601682.2550;

THENCE RUNNING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF EAST LAKE ROAD, NORTH 29°18'53" WEST, 119.00 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 60°59'52" WEST, 339.40 FEET TO A POINT;

THENCE, SOUTH 29°00'08" EAST, 58.88 FEET TO A POINT;

THENCE, NORTH 60°59'56" EAST, 15.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 29°00'04" EAST, 60.00 FEET TO A POINT;

THENCE, SOUTH 60°59'56" WEST, 60.00 FEET TO A POINT;

THENCE, NORTH 29°00'04" WEST, 60.00 FEET TO A POINT;

THENCE, NORTH 60°59'56" EAST, 60.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD 83, NORTH CENTRAL ZONE.

SAID TRACT CONTAINS 0.0826 ACRES (3,600 SQUARE FEET), MORE OR LESS.

PARENT PARCEL – AS PROVIDED (PER OF NO. ATC-164863-C):

LOT 1, BLOCK A, BETTY ROSE'S ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN PLAT CABINET NO. 4, SLIDE NO. 239, PLAT RECORDS, TAYLOR COUNTY, TEXAS.

PARCEL ID 1005127 (GEO ID: 102503001100)

THIS BEING THE SAME PROPERTY CONVEYED TO BETTY ROSE'S HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY FROM PAK HARRIS ENTERPRISES, LTD., A TEXAS LIMITED PARTNERSHIP IN A DEED, DATED OCTOBER 18, 2021 AND RECORDED OCTOBER 19, 2021 AS INSTRUMENT 2021 00023564.

NOTES CORRESPONDING TO SCHEDULE B

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE OF DECEMBER 1, 2023, BEING OF NO ATC-164863-C. FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS. THE COMMITMENT CONTAINS THE FOLLOWING SURVEY RELATED ITEMS:

10B) EASEMENT FOR UNDERGROUND FACILITIES DELIVERED KENNETH M. JOWN; AND SOUTHWESTERN BELL TELEPHONE COMPANY, DATED MAY 10, 1977 AND RECORDED MAY 11, 1977 IN (BOOK) 1057 (PAGE) 155 (INSTRUMENT) 7289, IN TAYLOR COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL – PLOTTABLE ITEMS SHOWN HEREON.]

10H) INGRESS/EGRESS EASEMENT BETWEEN DOUG HORNE, AS THE CHIEF MANAGER OF HORNE RE-ABILENE, LLC; AND KENNETH L. MUSGRAVE, DATED JULY 9, 2012 AND RECORDED SEPTEMBER 20, 2012 IN (INSTRUMENT) 2012- 00015607, IN TAYLOR COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL – PLOTTABLE ITEMS SHOWN HEREON.]

10I) INGRESS/EGRESS EASEMENT BETWEEN DOUG HORNE, AS THE CHIEF MANAGER OF HORNE RE-ABILENE, LLC; AND KENNETH L. MUSGRAVE, DATED JULY 9, 2012 AND RECORDED OCTOBER 11, 2012 IN (INSTRUMENT) 2012- 16729, IN TAYLOR COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL – PLOTTABLE ITEMS SHOWN HEREON.]

10J) NON-EXCLUSIVE PERPETUAL INGRESS AND EGRESS EASEMENT AS SET FORTH, DEFINED, LOCATED AND RESERVED BY HORNE RE-ABILENE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, GRANTOR IN DEED GRANTED TO PAK HARRIS ENTERPRISES, LTD BY DOCUMENT DATED OCTOBER 15, 2015 RECORDED OCTOBER 16, 2015 UNDER CLERK'S DOCUMENT NO.2015-00016480 OF THE OFFICIAL RECORDS OF REAL PROPERTY OF TAYLOR COUNTY, TEXAS

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL – PLOTTABLE ITEMS SHOWN HEREON.]

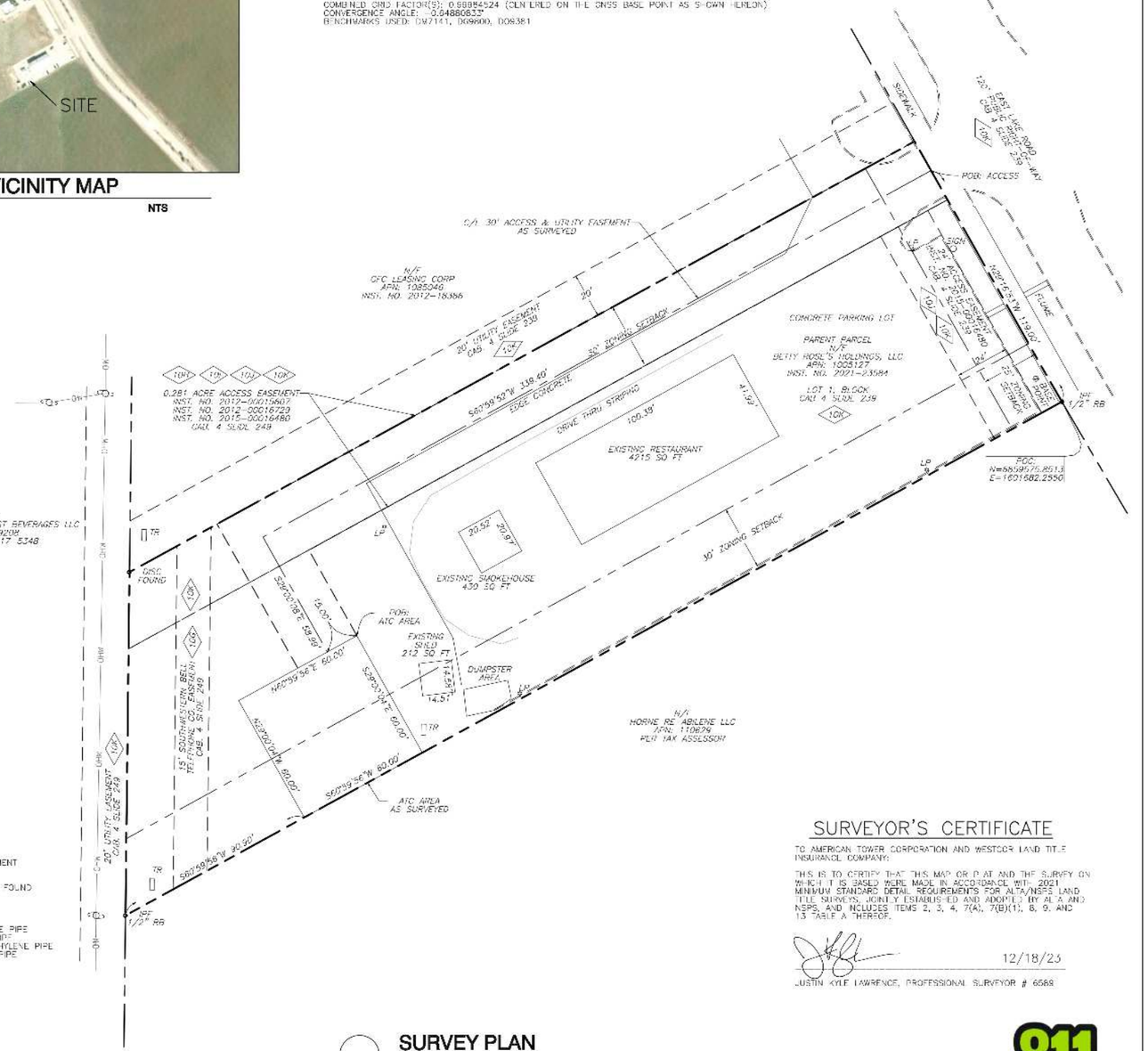
10K) ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT" DATED JUNE 26, 2015 AND RECORDED SEPTEMBER 21, 2015 IN (BOOK) 4 (PAGE) 239, (INSTRUMENT) 2015-00014767 IN TAYLOR COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL – PLOTTABLE ITEMS SHOWN HEREON.]

GNSS NOTES

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.01 FEET (HORZ) 0.24 FEET (VERT)
TYPE OF EQUIPMENT: CARLSON BRX7
TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER SERVICE
DATES OF SURVEY: 12/06/2023
DATUM / EPOCH: NAD 83(2011)(EPOCH: 2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99954524 (CENTERED ON THE GNSS BASE POINT AS SHOWN HEREON)
CONVERGENCE ANGLE: -0.6480833°
BENCHMARKS USED: DM7141, DG9900, DG8381



SURVEY LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
RB	REBAR
UP	UTILITY POLE
FH	FIRE HYDRANT
OU	OVERHEAD UTILITY
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
N/F	NOW OR FORMERLY
B	ICE BRIDGE
BP	ICE BRIDGE POLE
A/C	AIR CONDITIONING
TYP	TYPICAL
CP	CONCRETE PAD
GC	GROUND COVER
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
R/W	RIGHT-OF-WAY
PCS	UTILITY POLE

EXISTING PROPERTY
EXISTING ADJ. PROPERTY
EXISTING EASEMENT
EXISTING CHAIN LINK FENCE
EXISTING BARB WIRE FENCE
EXISTING STORM DRAIN LINE
EXISTING OVER-HEAD WIRE
EXISTING GROUND SPACE

SURVEYOR'S CERTIFICATE

TO AMERICAN TOWER CORPORATION AND WESTCOR LAND TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(A), 7(B)(1), 8, 9, AND 13 TABLE A THEREOF.

12/18/23

JUSTIN KYLE LAWRENCE, PROFESSIONAL SURVEYOR # 6589

SURVEY PLAN

0 60' 120'

SCALE: 1"=60' (11X17)
1"=30' (22X34)

Know what's below. Call before you dig.

AMERICAN TOWER ®
ATC TOWER SERVICES, INC.
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112
FAX: (919) 466-5415

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REV.	DESCRIPTION	BY	DATE
0	INITIAL RELEASE	JSD	12/18/23

ATC SITE NUMBER:

211926

ATC SITE NAME:

STRELO COCA COLA TX

SITE ADDRESS:
2588 E LAKE ROAD,
ABILENE, TAYLOR COUNTY, TX 79601

STATE OF TEXAS REGISTERED JUSTIN KYLE LAWRENCE 6589 PROFESSIONAL LAND SURVEYOR

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION; THE HORIZONTAL DATUM (COORDINATES) ARE IN THE TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST HUNDREDTH OF A SECOND; THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE DETERMINED TO THE NEAREST TENTH OF A FOOT.

TEXAS REGISTRATION NO. 10194197

SURVEY BY:
POINT TO POINT
LAND SURVEYORS
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(p) (678) 565-4440
(f) (678) 565-4497
(w) pointtopointsurvey.com

P2P JOB NO: 231563TX

DRAWN BY:	JSD
APPROVED BY:	JKL
DATE DRAWN:	12/18/23
ATC JOB NO:	211926

*ALTA SURVEY

SHEET NUMBER:	REVISION:
V-101	0
SHEET 1 OF 2	

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PROJECT SUMMARY

FIELD SURVEY DATE: 12/06/2023

SITE ADDRESS: 2588 E LAKE RD, ABILENE, TX 79601

PARCEL INFORMATION:
OWNER: BETTY ROSE'S HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY
ADDRESS: PO BOX 3101, ABILENE, TX 79604
APN: 1005127

TOTAL AREAS:
PARENT PARCEL: 1.345 ACRES ± (PER PLAT)
A.C. AREA: 0.2296 ACRES ±

GEOGRAPHIC COORDINATES OF TOWER:
LATITUDE: 32°28'45.83" N (32.479387)
LONGITUDE: 99°41'20.24" W (-99.689022)
VERTICAL DATUM: NAVD 1988 (COMPUTED USING GEOID18)
HORIZONTAL DATUM: NAD83
GROUND ELEVATION: 1696.7
*BEARINGS ARE BASED ON GRID NORTH (TEXAS NC)

FLOODPLAIN:
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X – AREA OF MINIMAL FLOOD HAZARD. COMMUNITY PANEL NO.: 48441C0227F DATED: 07/06/2012

*THIS SPECIFIC PURPOSE EXISTING CONDITIONS AND TOPOGRAPHY PLAN IS FOR THE ATC AREA AND EASEMENTS ONLY AND WAS PREPARED FOR THE EXCLUSIVE USE OF AMERICAN TOWER CORPORATION AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE ATC AREA AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR DIVIDING LINE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

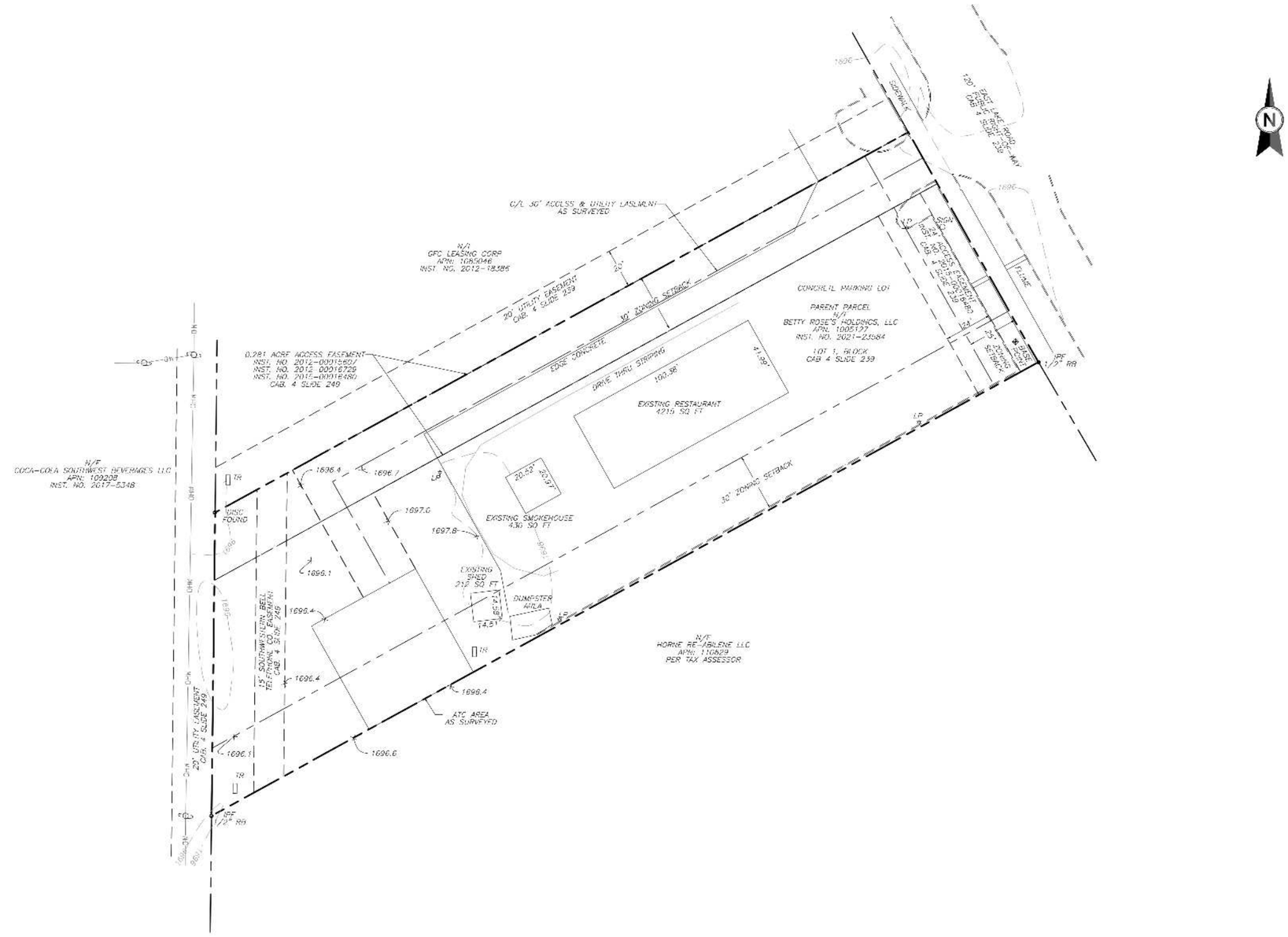
ENCROACHMENT STATEMENT
PORTION OF ATC AREA WITHIN 30' ZONING SETBACK ALONG SOUTHERN PROPERTY LINE.

THE 2' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SURVEY ARE ADJUSTED TO NAVD 88 DATUM AND HAVE A VERTICAL ACCURACY OF ± 1'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

ZONING INFORMATION

ZONE: GR

*ALL SITE RESTRICTIONS SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS



SURVEY LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
RS	RAILWAY
UP	UTILITY POLE
FH	FIRE HYDRANT
OU	OVERHEAD UTILITY
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
N/F	NOW OR FORMERLY
IB	ICE BRIDGE
IBP	ICE BRIDGE POLE
A/C	AIR CONDITIONING
TYP	TYPICAL
CP	CONCRETE PAD
GC	GROUND COVER
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
R/W	RIGHT OF WAY
⊙U	UTILITY POLE

EXISTING PROPERTY
EXISTING ADJ. PROPERTY
EXISTING EASEMENT
EXISTING CHAIN LINK FENCE
EXISTING BARB WIRE FENCE
EXISTING STORM DRAIN LINE
EXISTING OVER-HEAD WIRE
EXISTING GROUND SPACE

EXISTING CONDITIONS PLAN

0 60' 120'

SCALE: 1"=60' (11X17)
1"=30' (22X34)

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REV.	DESCRIPTION	BY	DATE
0	INITIAL RELEASE	JSD	12/18/23

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
2588 E LAKE ROAD,
ABILENE, TAYLOR COUNTY, TX 79601

STATE OF TEXAS REGISTERED JUSTIN KYLE LAWRENCE 6589 PROFESSIONAL LAND SURVEYOR

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TEXAS REGISTRATION NO. 10194197

SURVEY BY:
POINT TO POINT
LAND SURVEYORS
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(p) (678) 565-4440
(f) (678) 565-4497
(w) pointtopointsurvey.com

P2P JOB NO: 231583TX

DRAWN BY:	JSD
APPROVED BY:	JKL
DATE DRAWN:	12/18/23
ATC JOB NO:	211926

*EXISTING CONDITIONS & TOPOGRAPHY PLAN

SHEET NUMBER:	REVISION:
V-102	0
SHEET 2 OF 2	

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CONDITIONAL USE PERMIT

Case:	CUP-2024-09
Agent:	Crafton Communications
Requests:	Conditional Use Permit to allow a new 150’ tall monopole tower
Location:	2588 East Lake Road
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	October 1, 2024
Council Hearing:	October 17, 2024
	November 7, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

N
W E
S

Legend

CUP-2024-09

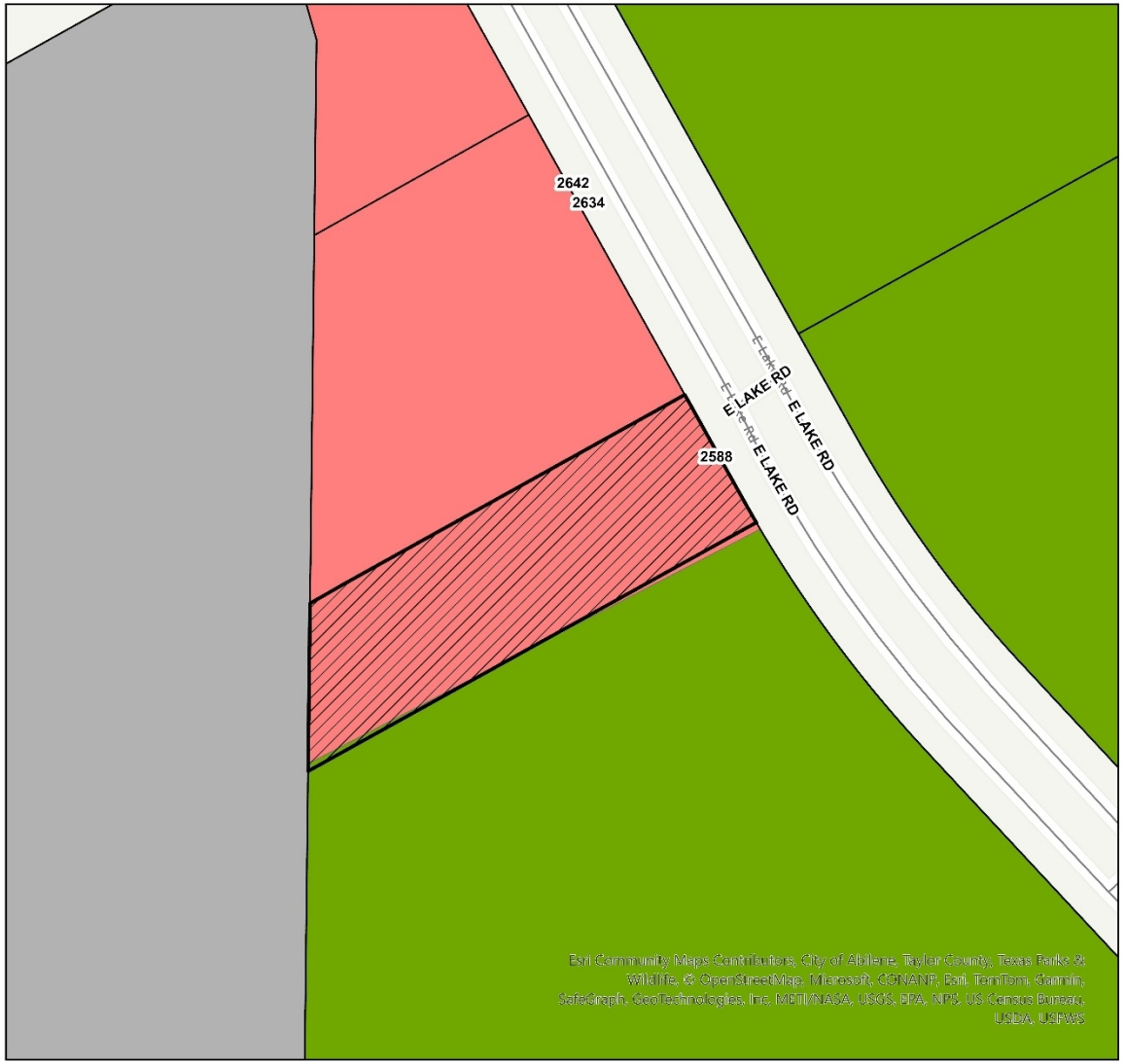
Address Points

- Current
- Pending

0.02 Miles

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

CUP-2024-09

Zoning District

LI (Light Industrial)

LI (Light Industrial)

GR (General Retail)

GR (General Retail)

AO (Agricultural Open)

AO (Agricultural Open)

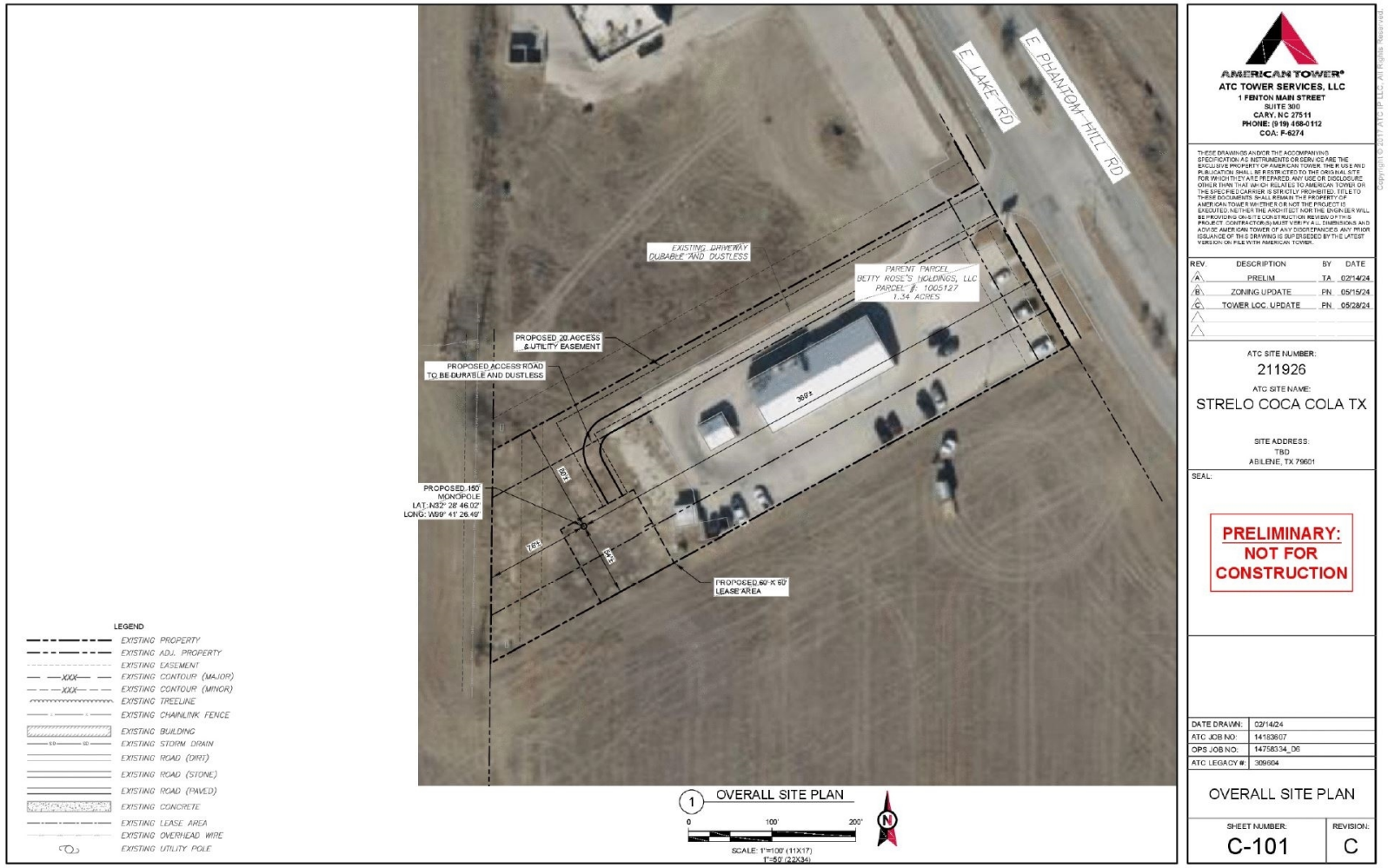
Address Points

- Current
- Pending

0.02 Miles

CITY OF ABILENE TEXAS

CONCEPT PLAN



AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
A	PRELIM	TA	02/14/24
B	ZONING UPDATE	PN	05/15/24
C	TOWER LOC. UPDATE	PN	05/28/24

ATC SITE NUMBER:
211926

ATC SITE NAME:
STRELO COCA COLA TX

SITE ADDRESS:
TBD
ABILENE, TX 79601

SEAL:

PRELIMINARY: NOT FOR CONSTRUCTION

DATE DRAWN:	02/14/24
ATC JOB NO:	14183607
OPS JOB NO:	14758334_D6
ATC LEGACY #:	309604

OVERALL SITE PLAN

SHEET NUMBER:	REVISION:
C-101	C

CITY OF ABILENE TEXAS

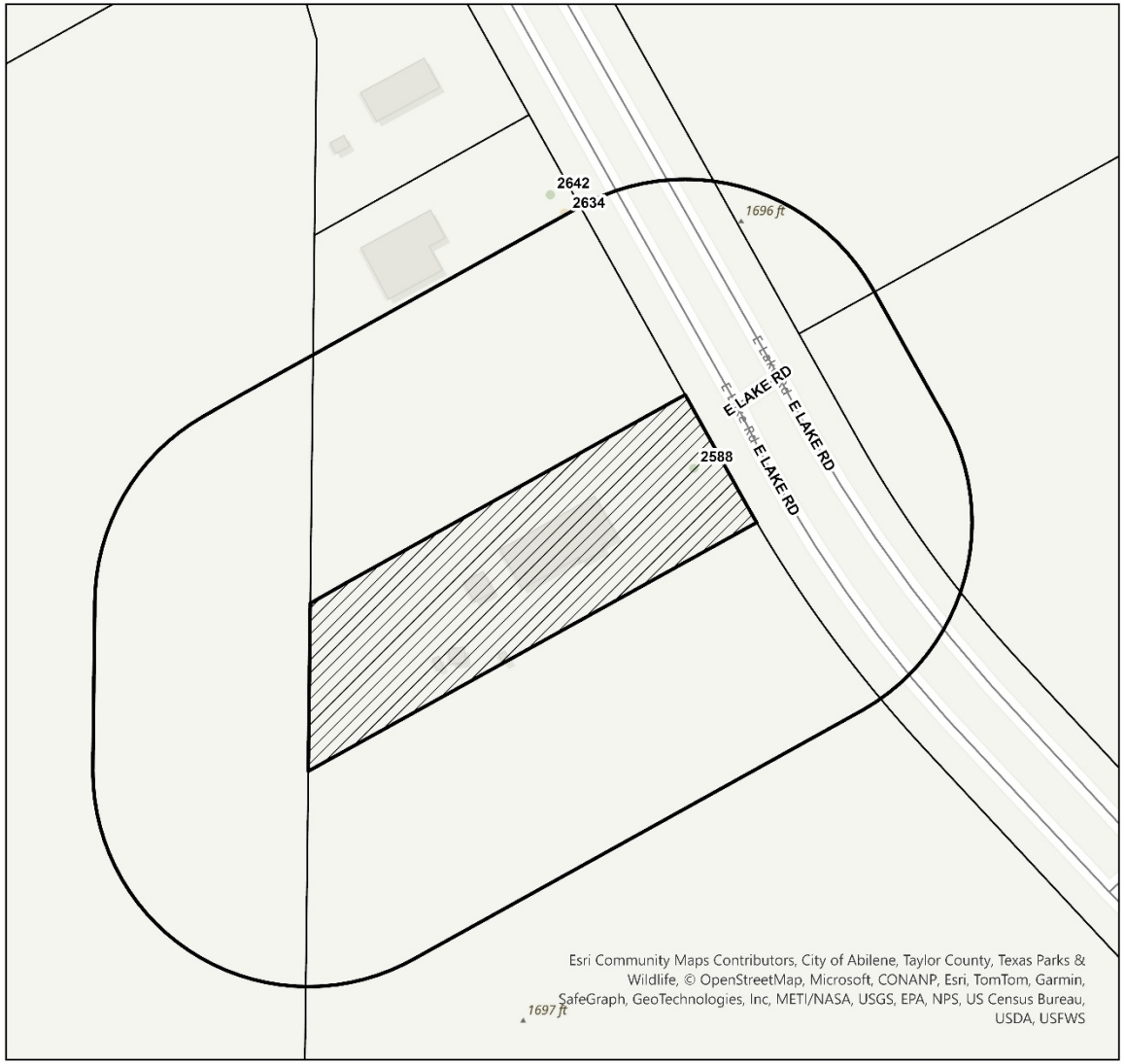
PROPERTY VIEWS

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Notification Buffer
- CUP-2024-09

Address Points

- Current
- Pending

0.02 Miles

0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The use of the site for a new monopole telecommunications tower is consistent with:

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

P&Z Recommendation:

The Planning and Zoning Commission recommends **approval**.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **20. Ordinance (First Reading) TC-2024-02: Receive a Report, Hold a Discussion and Take Action on a Request from the City of Abilene to Abandon Certain Portions of Right-of-Way (ROW) along Oldham Lane. Specifically, 10 Feet of ROW Adjacent to the Following Lots: Lots 1-4, Block A, Oldham Farms Addition, Section 1; Lot 1, Block A, Oldham Farms Addition, Section 2; Lots 203, 2, and 101, Oldham Farms Addition, Section 3; Lot 1, Block A, Don Fite Addition; Lots 201 and 202, Block A, Oldham Lane Church of Christ Addition and; Lot 35, Block A, Bunny Run Addition, Section 2, Abilene, Taylor County, Texas *(Tim Littlejohn)***

GENERAL INFORMATION

Oldham Lane is a state-maintained highway know as FM 1750. TxDOT is considering a project south of East Industrial Boulevard to improve FM 1750. Since TxDOT cannot construct any project on property that the State of Texas does not own, TxDOT has requested that the City of Abilene relinquish the subject sections of right-of-way to the State of Texas.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. TC-2024-02 Ordinance
2. TC-2024-02 Staff Report
3. FM 1750 City of Abilene Abandonment Request Package
4. 4649 Oldham Lane
5. 5165 Bunny Run
6. TC-2024-02 Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTIONS OF PUBLIC RIGHT-OF-WAY FOR THESE PORTIONS OF OLDHAM LANE (A.K.A. F.M. 1750) EXTENDING SOUTH FROM EAST INDUSTRIAL BOULEVARD AND NORTH FROM HARDISON LANE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portions of public right-of-way for the subject right-of-way, as described on Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" attached hereto and made part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions as stated herein.

PART 2: That said portions of public right-of-way is not needed for the City of Abilene's purposes, and it is in the City of Abilene's interest to abandon the above described portions of public rights-of-way, specifically to the State of Texas, for the purpose of expanding its highway improvements therein.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 17th day of October, 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 13th day of September, 2024, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 555 Walnut St. Abilene, Texas, at 8:30 a.m. on the 7th day of November, 2024, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 7th day of November, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO._____

The City of Abilene hereby abandons the following portions of right-of-way:

EXHIBIT "A"

Property Description for Parcel P00080201

BEING 0.0641 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition, Sections 1, 2, and 3, recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lots 1 and 2, Block A, Section 1. Said Lots 1 and 2 conveyed from William and Jennifer West to Michael Denson as described in Document No. 2019-21433, Official Public Records, Taylor County, Texas, filed December 30, 2019. Said 0.0641 acre (2792 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar with cap stamped "GEOTEX 4885" recovered on the south right of way (R.O.W.) line of Industrial Boulevard for the northeast corner of said Lot 1 and the northwest corner of Lot 101, Block A, Continuation 1, Lytle Shores South Addition recorded in Cabinet 3, Slide 471, Plat Records, Taylor County, Texas, filed August 7, 2000;

THENCE, North 89 degrees 20 minutes 12 seconds West with the north line of Lot 1, the south R.O.W. line of Industrial Boulevard for a distance of 473.08 feet to a 4-inch bronze disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." set in concrete (TxDOT Type II Monument) on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel. Said point being 50.00 feet left of centerline station 132+00.11 of FM 1750. Northing 6,832,041.31 and Easting 1,595,947.37. From this point, a recovered 1/2-inch rebar bears South 89 degrees 20 minutes 12 seconds East at a distance of 2.40 feet.

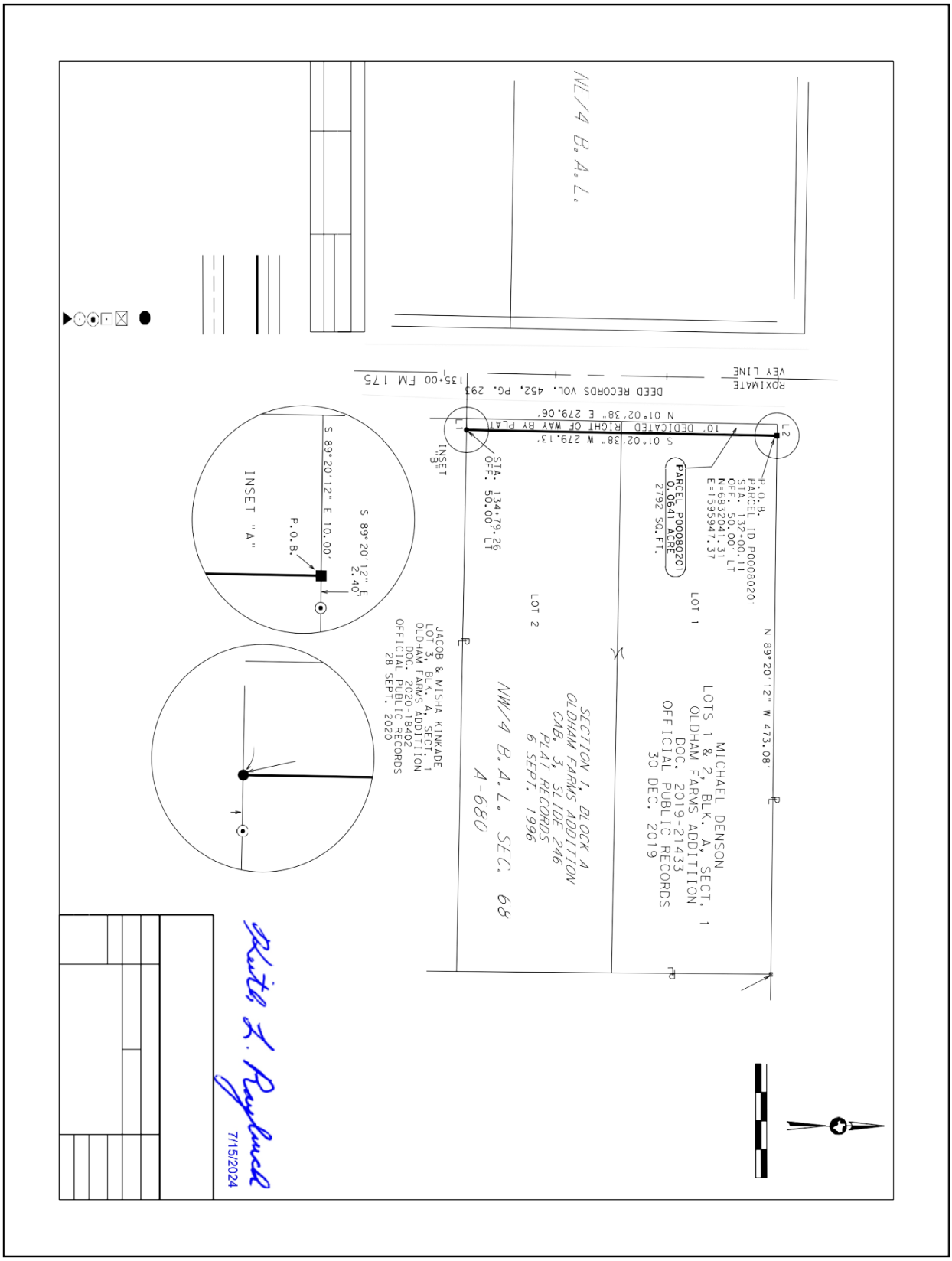
1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 279.13 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 2, the north line of Lot 3 of said Oldham Farms Addition, for the southeast corner of this parcel and being 50.00 feet left of centerline station 134+79.26 of FM 1750. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.85 feet;

2) THENCE, North 88 degrees 55 minutes 20 seconds West with the south line of Lot 2, north line of Lot 3, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 2, the northwest corner of Lot 3, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.77 feet;

3) THENCE, North 01 degrees 02 minutes 38 seconds West with the existing east R.O.W. line of FM 1750, the west line of Lots 1 and 2, for a distance of 279.06 feet to a point at the intersection of the south R.O.W. line of Industrial Blvd. and the east R.O.W. line of FM 1750, for the northwest corner of Lot 1, and the northwest corner of this parcel;

4) THENCE, South 89 degrees 20 minutes 12 seconds East with the south R.O.W. line of Industrial Blvd., the north line of Lot 1 for a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.0641 acre (2,792 square feet) of land;

ORDINANCE NO._____



ORDINANCE NO._____

EXHIBIT "B"

Property Description for Parcel P00080202
BEING 0.0320 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition, Sections 1, 2, and 3, recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lot 3, Block A, Section
1. Said Lot 3 conveyed from Brian and Gloria Walski to Jacob and Misha Kinkade as recorded in Document No. 2020-18402 Official Public Records, Taylor County, Texas, filed September 28, 2020. Said 0.0320 acre (1396 square feet) of land being more particularly described by metes and bounds as follows:
COMMENCING at a 1/2-inch rebar recovered on the west line of Lot 101, Block A, Continuation 1, Lytle Shores South Addition recorded in Cabinet 3, Slide 471, Plat Records, Taylor County, Texas, filed August 7, 2000, for the northeast corner of Lot 2 of said Block A, Section 1, Oldham Farms Addition;
THENCE, South 00 degrees 29 minutes 17 seconds West with the east line of Lot 2, the west line of Lot 101 for a distance of 139.29 feet to the southeast corner of Lot 2, the northeast corner of Lot 3.
THENCE, North 89 degrees 20 minutes 12 seconds West with the south line of Lot 2, the north line of Lot 3 for a distance of 475.81 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER", set on the proposed east right of way (R.O.W.) line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel. Said point being 50.00 feet left of centerline station 134+79.26 of FM 1750. Northing 6,831,762.25 and Easting 1,595,939.89. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.85 feet;

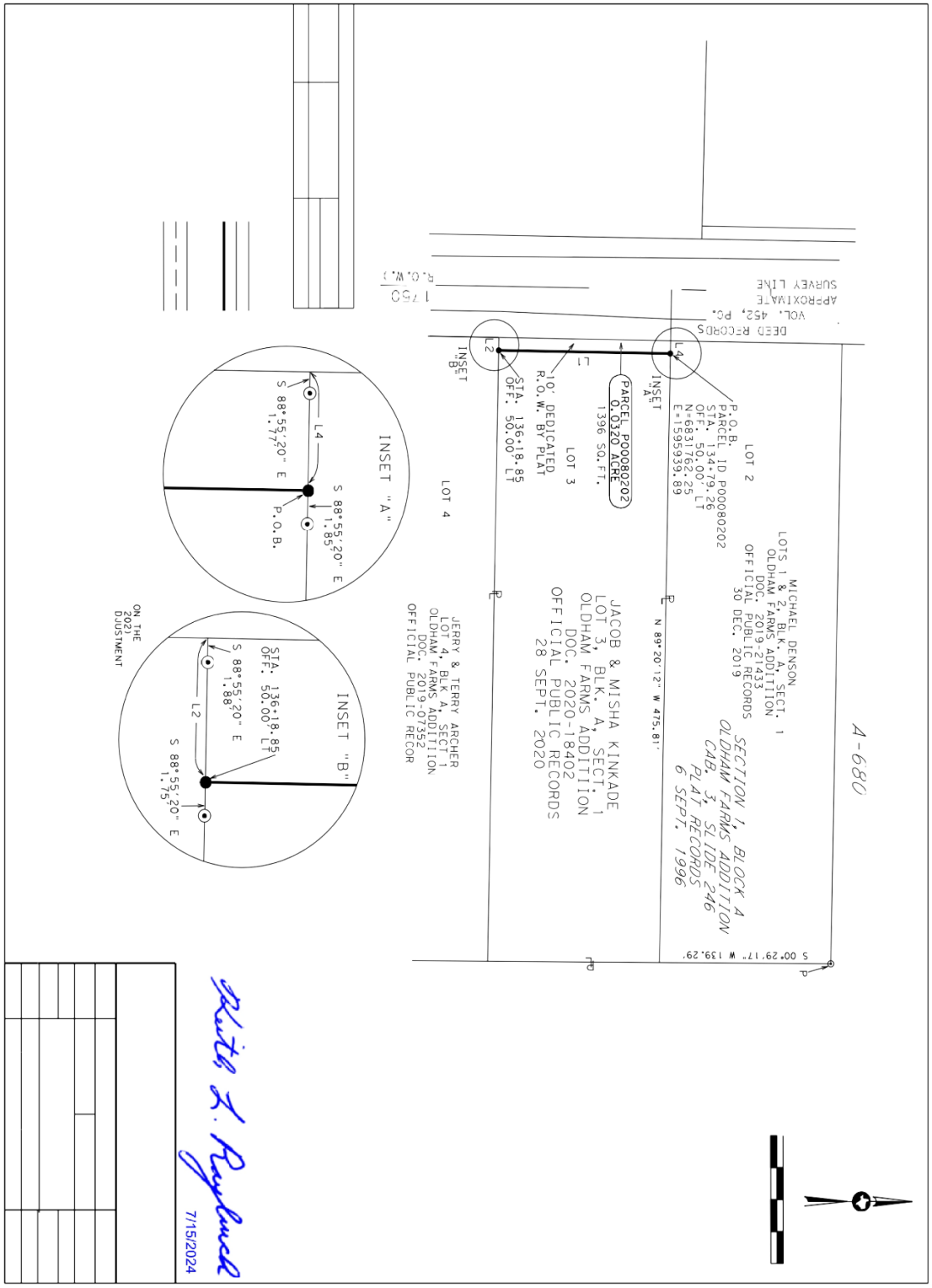
1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 139.59 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 3, the north line of Lot 4 of said Oldham Farms Addition for the southeast corner of this parcel and being 50.00 feet left of centerline station 136+18.85 of FM 1750. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.75 feet;

2) THENCE, North 88 degrees 55 minutes 20 seconds West with the south line of Lot 3, the north line of Lot 4, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 3, the northwest corner of Lot 4, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.88 feet;

3) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 3, for a distance of 139.59 feet to a point for the northwest corner of Lot 3, the southwest corner of Lot 2, and the northwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.77 feet;

4) THENCE, South 88 degrees 55 minutes 20 seconds East with the north line of Lot 3, the south line of Lot 2 for a distance of 10.00 feet, to the POINT OF BEGINNING and containing 0.0320 acre (1396 square feet) of land;

ORDINANCE NO._____



ORDINANCE NO._____

EXHIBIT "C"

Property Description for Parcel P00080203

BEING 0.0320 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition, Sections 1, 2, and 3, recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lot 4, Block A, Section
1. Said Lot 4 conveyed from Eddie and Martha Guelker to Jerry and Terry Archer recorded in Document No. 2019-07352 Official Public Records, Taylor County, Texas, filed May 13, 2019. Said 0.0320 acre (1396 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8-inch rebar recovered on the south line of Lot 4 for the northeast corner of Lot 5, Block A, Section 1 and the northwest corner of a 2.128-acre tract conveyed to Hunter and Jennifer Hanner as described in Document No. 2017-08371 Official Public Records, Taylor County, Texas, filed May 24, 2017;

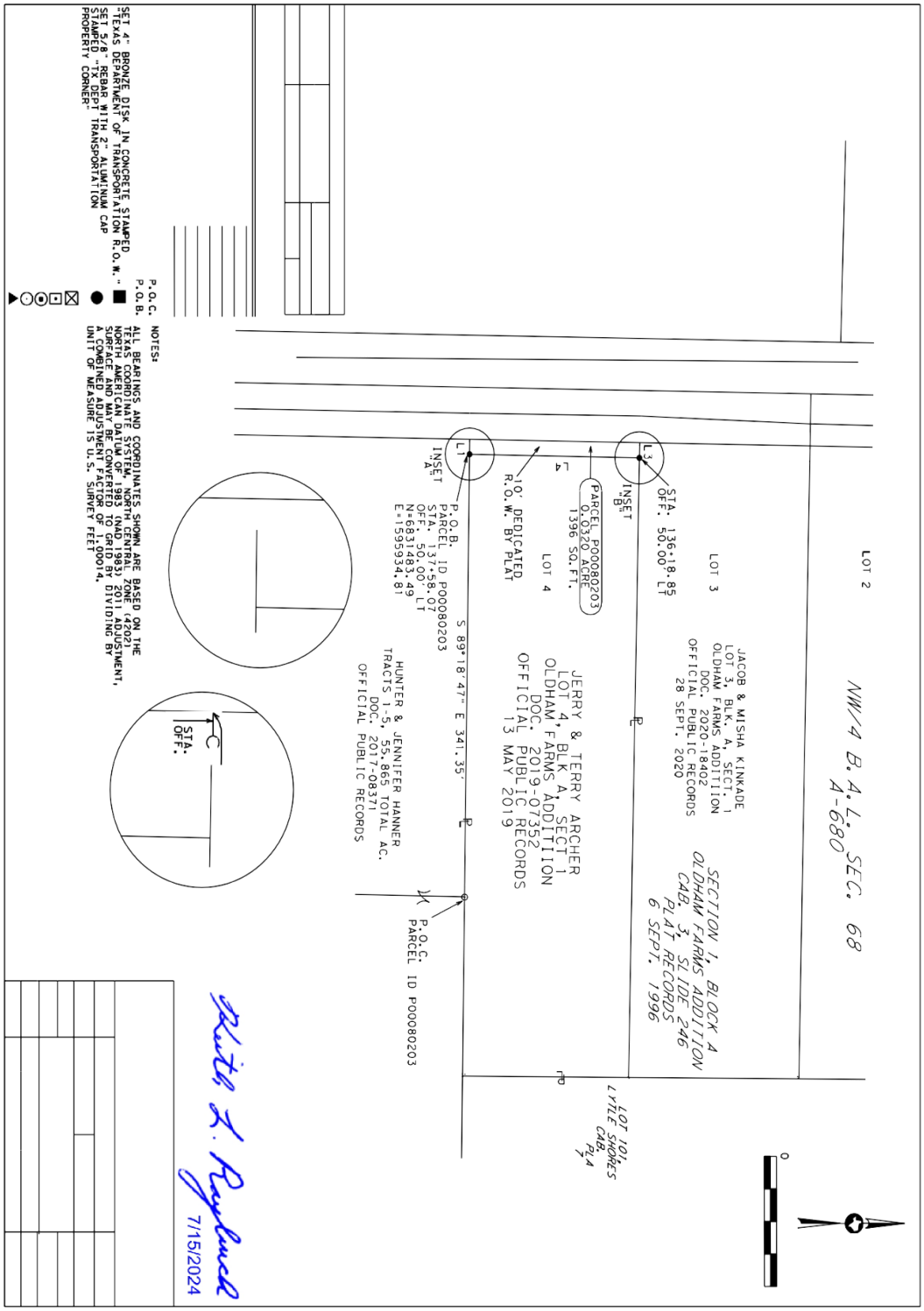
THENCE, North 89 degrees 18 minutes 47 seconds West with the south line of Lot 4, the north line of Lot 5, for a distance of 341.35 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set on the proposed east right of way (R.O.W.) line of FM 1750 for the POINT OF BEGINNING at the southeast corner of this parcel. Said point being 50.00 feet left of centerline station 137+58.06 of FM 1750. Northing 6,831,483.49 Easting 1,595,934.81. From this point, a recovered 1/2-inch rebar bears South 89 degrees 18 minutes 47 seconds East at a distance of 1.50 feet.

1) THENCE, North 89 degrees 18 minutes 47 seconds West with the south line of Lot 4, the north line of Lot 5, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 4, the northwest corner of Lot 5, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 89 degrees 18 minutes 47 seconds East at a distance of 1.55 feet;

2) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 4, for a distance of 139.27 feet to a point for the northwest corner of Lot 4, the southwest corner of Lot 3 of said Oldham Farms Addition and the northwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.88 feet;

3) THENCE, South 88 degrees 55 minutes 20 seconds East with the north line of Lot 4, the south line of Lot 3, for a distance of 10.00 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set for the northeast corner of this parcel and being 50.00 feet left of centerline station 136+18.85 of FM 1750 From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.75 feet;

4) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 139.21 feet, to the POINT OF BEGINNING and containing 0.0320 acre (1396 square feet) of land;


NWVA B. A. L. SEC. 68
A-680
LOT 2
LOT 3
LOT 4
JACOB & MISHA KINKADE
LOT 3, BLK. A, SECT. 1
OLDHAM FARMS ADDITION
DOC. 2020-18402
OFFICIAL PUBLIC RECORDS
28 SEPT. 2020
SECTION 1, BLOCK A
OLDHAM FARMS ADDITION
CAB. 3, SLIDE 246
PLAT RECORDS
6 SEPT. 1996
LOT 101
LYLE SIMMONS
CAB. 4
PL. 4
STA. 136+18.85
OFF. 50.00' LT
INSET "B"
PARCEL P00080203
0.0320 ACRE
1396 SQ.FT.
10' DEDICATED
R.O.W. BY PLAT
JERRY & TERRY ARCHER
LOT 4, BLK. A, SECT. 1
OLDHAM FARMS ADDITION
DOC. 2019-07352
OFFICIAL PUBLIC RECORDS
13 MAY 2019
S 89°18'47" E 341.35'
P.O.B.
PARCEL ID P00080203
STA. 137+58.07
OFF. 50.00' LT
N=6831483.49
E=1595934.81
INSET "A"
HUNTER & JENNIFER HANNER
TRACTS 1-5, 55.865 TOTAL AC.
DOC. 2017-08371
OFFICIAL PUBLIC RECORDS
P.O.C.
PARCEL ID P00080203
STA.
OFF.
0
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"
NOTES:
ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE ADJUSTMENT FACTOR (SCALE FACTOR) DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014.
UNIT OF MEASURE IS U.S. SURVEY FEET
7/15/2024

ORDINANCE NO._____

EXHIBIT "D"

Property Description for Parcel P00080205

BEING 0.0501 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being out of a 0.9920-acre tract conveyed from Christopher Horn to Bruce Bixby recorded in Document No. 2017-01638 Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), filed May 22, 2017, also being out of the remainder of a 24.088 acre tract conveyed from Kenneth Musgrave to Bruce Bixby recorded in Volume 1950, Page 727 O.P.R.T.C.T., filed August 27, 1993, the remainder of a 14.288 acre tract conveyed from Matt and Paige Robinson to Bruce Bixby recorded in Volume 1965, Page 286,O.P.R.T.C.T., filed October 27, 1993, the remainder of a 1.990 acre tract conveyed from Kelly and Laura Conder to Bruce Bixby recorded in Volume 1991, Page 586 O.P.R.T.C.T., filed February 22, 1994, the remainder of a 15.000 acre tract conveyed from Kelly and Laura Conder to Bruce Bixby recorded in Volume 2065, Page 824 O.P.R.T.C.T., filed January 25, 1995, and the north 20 feet of Lot 1, Block A, Section 2, Oldham Farms Addition. Said Oldham Farms Addition recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996. Said 0.0501 acre (2182 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar with cap stamped "J&M BOUNDARY" recovered for an angle point in the north line of the 0.9920-acre tract, an angle point for the 41.029-acre tract (Tract 2) as described in Document No. 2017-08371 O.P.R.T.C.T.;

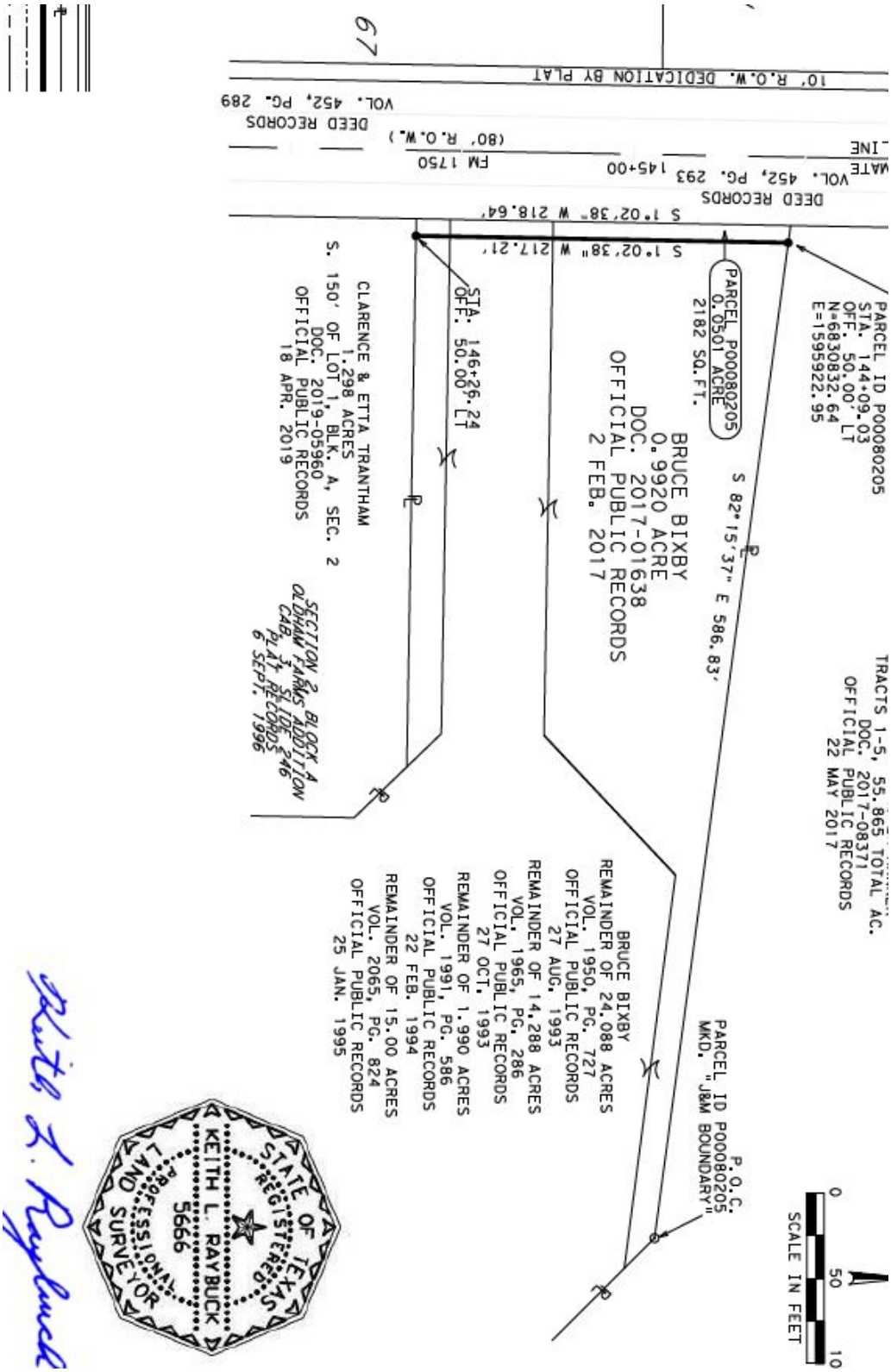
THENCE, North 82 degrees 15 minutes 37 seconds West with the north line of the 0.9920-acre tract, the most northerly south line of the 41.029-acre tract, for a distance of 586.83 feet to a 5/8- inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel and being 50.00 feet left of centerline station 144+09.02 of FM 1750. Northing 6,830,832.64 Easting 1,595,922.95.

1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W line of FM 1750, for a distance of 217.21 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the most northerly south line of the remainder tracts, the north line of the south 150 foot of Lot 1 as recorded in Document No. 2019-05960 O.P.R.T.C.T., for the southeast corner of this parcel and being 50.00 feet left of centerline station 146+26.50 of FM 1750;

2) THENCE, North 88 degrees 54 minutes 13 seconds West with the most northerly south line of the remainder traces, the north line of the south 150 foot of Lot 1, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the most northerly southwest corner of the remainder tracts, the northwest corner of the south 150 foot of Lot 1, and the southwest corner of this parcel;

3) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of the remainder tracts, for a distance of 218.64 feet to a point on the existing east R.O.W. line of FM 1750 for the northwest corner of the 0.9920-acre tract, the most northerly southwest corner of the 55.865-acre tract, and the northwest corner of this parcel;

4) THENCE, South 82 degrees 15 minutes 37 seconds East with the north line of the 0.9920- acre tract, the most northerly south line of the 55.865-acre tract, for a distance of 10.07 feet, to the POINT OF BEGINNING and containing 0.0501 acre (2182 square feet) of land;



ORDINANCE NO._____

EXHIBIT "E"

Property Description for Parcel P00080206

BEING 0.0344 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition Sections 1, 2, and 3 recorded in Cabinet 3, Slide 247, Plat Records, Taylor County, Texas, filed September 6, 1996, out of the south 150 feet of Lot 1, Block A, Section 2, Oldham Farms Addition. Said south 150 feet of Lot 1 conveyed from Carla Knight to Clarence and Etta Trantham as recorded in Document No. 2019-05960, Official Public Records, Taylor County, Texas, filed April 18, 2019. Said 0.0344 acre (1498 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8-inch rebar recovered for the southeast corner of Lot 1, the northeast corner of Lot 2, Block A, Section 2 and being on the west line of the remainder of a 24.088-acre tract conveyed to Bruce Bixby as described in Volume 1950, Page 727, Official Public Records, Taylor County, Texas, filed August 27, 1993;

THENCE, North 88 degrees 54 minutes 38 seconds West with the south line of Lot 1, the north line of Lot 2, for a distance of 340.13 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the southeast corner of this parcel and being 50.00 feet left of centerline station 147+76.49 of FM 1750. Northing 6,830,465.23 Easting 1,595,916.26. From this point, a recovered 1/2-inch rebar bears North 38 degrees 11 minutes 15 seconds East at a distance of 0.11 feet;

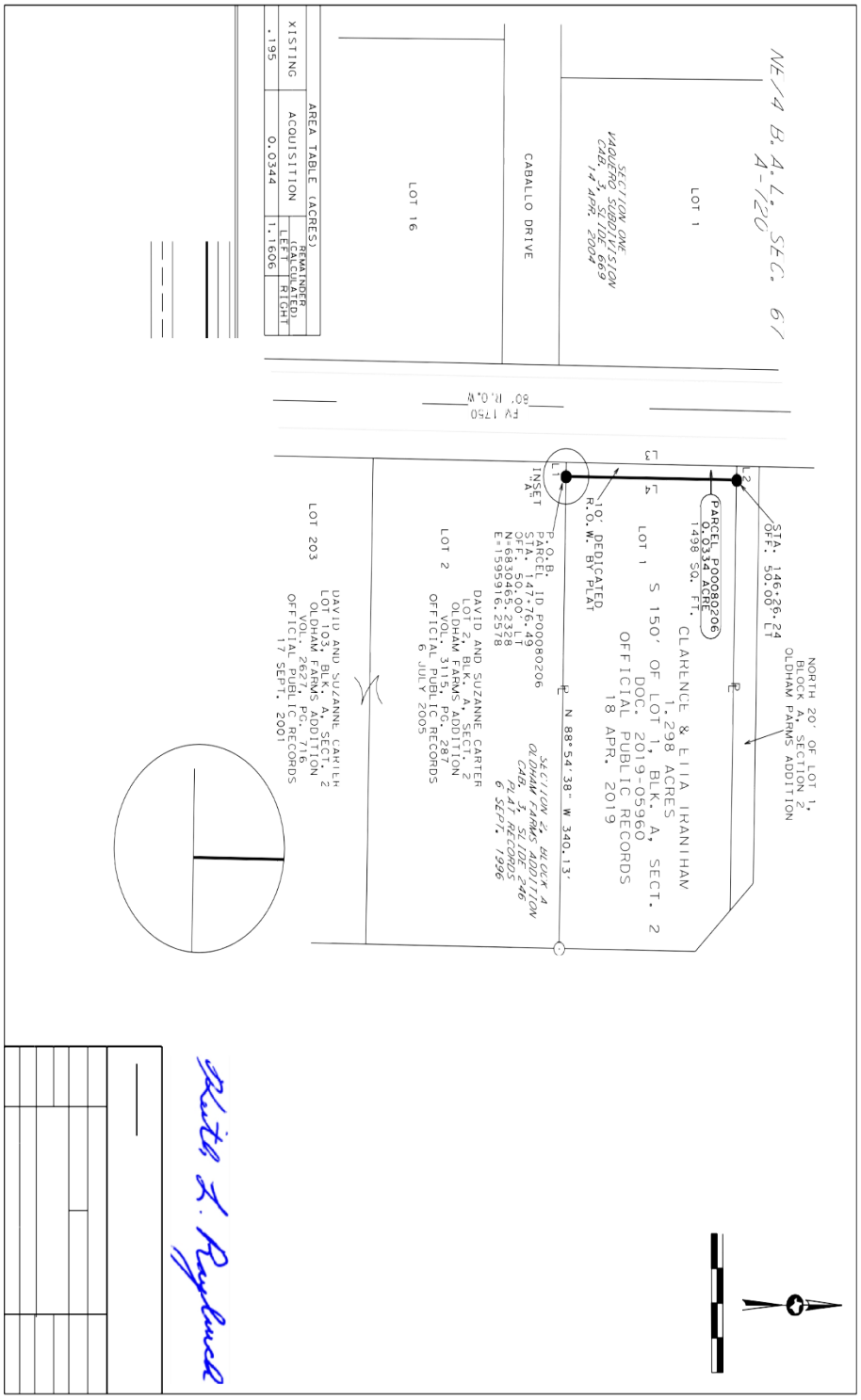
1) THENCE, North 88 degrees 54 minutes 38 seconds West with the south line of Lot 1, the north line of Lot 2, for a distance of 10.00 feet to a 1/2-inch rebar recovered on the existing east R.O.W. line of FM 1750, for the southwest corner of Lot 1, the northwest corner of Lot 2, and the southwest corner of this parcel;

2) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 1, for a distance of 150.00 feet to a point for the northwest corner of the south 150 feet of Lot 1, the northwest corner of this parcel, and the southwest corner of the north 20 feet of Lot 1 retained by Bruce Bixby, being part of the remainder of the 24.088 acre tract conveyed to Bruce Bixby in Volume 1950, Page 727, Official Public Records, Taylor County, Texas;

3) THENCE, South 88 degrees 54 minutes 13 seconds East with the north line of the south 150 feet of Lot 1, the south line of the north 20 feet of Lot 1, for a distance of 10.00 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the northeast corner of this parcel and being 50.00 feet left of centerline station 146+26.50 of FM 1750;

4) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 149.99 feet, to the POINT OF BEGINNING and containing 0.0334 acre (1498 square feet) of land;

ORDINANCE NO._____



ORDINANCE NO._____

EXHIBIT "E"

Property Description for Parcel P00080207

BEING 0.1217 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition Sections 1, 2, and 3 recorded in Cabinet 3, Slide 247, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lots 2 and 3, Block A, Section 2, and Lot 1, Block A, Section 3, and also all of the 10 foot right of way dedication shown on the plat of Lot 203, Oldham Farms Addition Re-plat recorded in Cabinet 3, Slide 643, Plat Records, Taylor County, Texas, filed November 13, 2003. Said Lot 2, Block A, Section 2 conveyed from Gerald and Carla Vincent to David and Suzanne Carter as described in Volume 3115, Page 287, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), filed July 6, 2005. Lot 103, Block A, Section 2, Oldham Farms Addition Re-plat recorded in Cabinet 3, Slide 273, P.R.T.C.T., filed April 11, 1997, conveyed from Horatio and Jean Taveau to David and Suzanne Carter in Volume 2627, Page 716, O.P.R.T.C.T., filed September 17, 2001. Lot 101, Block A, Section 3, Oldham Farms Addition Re-plat recorded in Cabinet 3, Slide 273, P.R.T.C.T., filed April 11, 1997, conveyed from Carter Asset Management, Inc. to David and Suzanne Carter in Volume 3195, Page 352, O.P.R.T.C.T., filed February 15, 2006. Said Lot 203 includes a 0.482-acre tract conveyed from Bruce Bixby to David and Suzanne Carter as described in Volume 2706, Page 636, O.P.R.T.C.T., filed June 10, 2002. Said 0.1217 acre (5301 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8-inch rebar recovered for the northeast corner of Lot 2, the southeast corner of Lot 1 as recorded in Document No. 2019-05960, O.P.R.T.C.T. and being on the west line of the remainder of a 24.088-acre tract conveyed to Bruce Bixby as described in Volume 1950, Page 727, Official Public Records, Taylor County, Texas, filed August 27, 1993;

THENCE, North 88 degrees 54 minutes 38 seconds West with the north line of Lot 2, the south line of Lot 1, for a distance of 340.13 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel and being 50.00 feet left of centerline station 147+76.49 of FM 1750. Northing 6,830,465.23 Easting 1,595,916.26. From this point, a recovered 1/2-inch rebar bears North 38 degrees 11 minutes 15 seconds East at a distance of 0.11 feet;

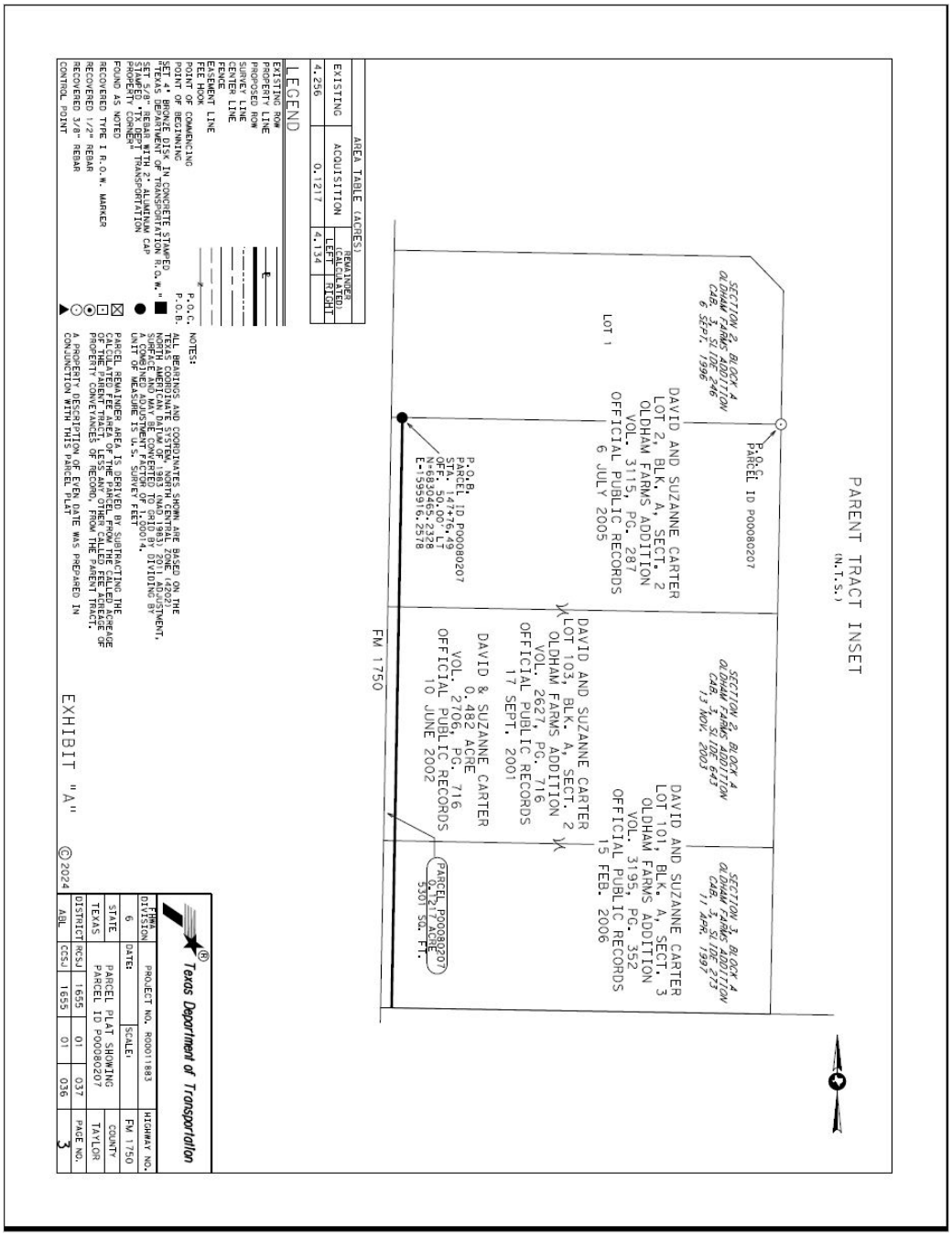
THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 530.05 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 101, the north line of a 60-foot-wide roadway, ownership unknown, for the southeast corner of this parcel and being 50.00 feet left of centerline station 153+06.54 of FM 1750. From this point, a recovered 1/2-inch rebar bears North 88 degrees 59 minutes 03 seconds West at a distance of 0.78 feet;

THENCE, North 88 degrees 59 minutes 03 seconds West with the south line of Lot 101, the north line of the 60-foot-wide roadway, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 101, the northwest corner of the 60-foot-wide roadway, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears North 88 degrees 59 minutes 03 seconds West at a distance of 0.28 feet;

ORDINANCE NO._____

THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lots 2, 203, and 101, for a distance 530.07 feet to a 1/2-inch rebar recovered for the northwest corner of Lot 2, the southwest corner of Lot 1, and the northwest corner of this parcel;

THENCE, South 88 degrees 54 minutes 38 seconds East with the north line of Lot 2, the south line of Lot 1, for a distance of 10.00 feet, to the POINT OF BEGINNING and containing 0.1217 acre (5301 square feet) of land



ORDINANCE NO._____

EXHIBIT "F"

Property Description for Parcel P00080210

BEING 0.0556 acre of land in the Southwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 613, Taylor County, Texas, and being all of that 10 foot road dedication shown on the plat of Lot 1, Block A, Don Fite Addition, recorded in Cabinet 3, Slide 234, Plat Records, Taylor County, Texas, filed August 2, 1996. Said Lot 1 conveyed from Mark and Jamie Wiggins to Samuel and Kelsey Walker as recorded in Document No. 2021-19663, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), filed September 1, 2021. Said 0.0556 acre (2422 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar recovered for the northeast corner of Lot 1, a northwest corner of a 16.66-acre tract described in Document No. 2023-04058, O.P.R.T.C.T., and being on the south line of a 4.95-acre tract described in Volume 1786, Page 98, O.P.R.T.C.T.;

THENCE, North 89 degrees 01 minutes 44 seconds West with the north line of Lot 1, the south line of the 4.95-acre tract, the south line of a 1.38-acre tract described in Volume 1762, Page 334, O.P.R.T.C.T., and the south line of a 2.00-acre tract described in Volume 1642, Page 437 O.P.R.T.C.T., for a distance of 759.24 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER", set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel and being 50.00 feet left of centerline station 157+92.23 of FM 1750. Northing 6,829,449.66 Easting 1,195,897.75. From this point, a recovered 1/2-inch rebar bears North 89 degrees 01 minutes 44 seconds West at a distance of 0.51 feet;

1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750, for a distance of 207.62 feet to a 4-inch bronze disk in concrete stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." (TxDOT Type II Monument)
   set 50.00 feet left of centerline station 160+00.00 of FM 1750;
2) THENCE, South 00 degrees 41 minutes 45 seconds West with the proposed east R.O.W. line of FM 1750, for a distance of 34.49 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 1, the north line of a 4.01-acre tract described in Volume 2981, Page 163, O.P.R.T.C.T., for the southeast corner of this parcel and being 50.00 feet left of centerline station 160+34.64 of FM 1750;
3) THENCE, North 89 degrees 13 minutes 07 seconds West with the south line of Lot 1, the north line of the 4.01-acre tract, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 1, the northwest corner of the 4.01- acre tract, and the southwest corner of this parcel. From this point, a recovered 3/8-inch rebar bears North 89 degrees 13 minutes 07 seconds West at a distance of 0.43 feet;
4) THENCE, North 00 degrees 41 minutes 45 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 1, for a distance of 34.50 feet to a point from which a recovered 3/8-inch rebar bears North 89 degrees 47 minutes 09 seconds West at a distance of 0.34 feet;
5) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 1, for a distance of 207.64 feet to a point for the northwest corner of Lot 1, the southwest corner of the 2.00-acre tract, and the northwest corner of this parcel. From this point, a recovered 3/8-inch rebar bears North 89 degrees 01 minutes 44 seconds West at a distance of 0.91 feet;

6) THENCE, South 89 degrees 01 minutes 44 seconds East with the north line of Lot 1, the south line of the 2.00-acre tract, for a distance of 10.00 feet, to the POINT OF BEGINNING and containing 0.0556 acre (2422 square feet) of land;

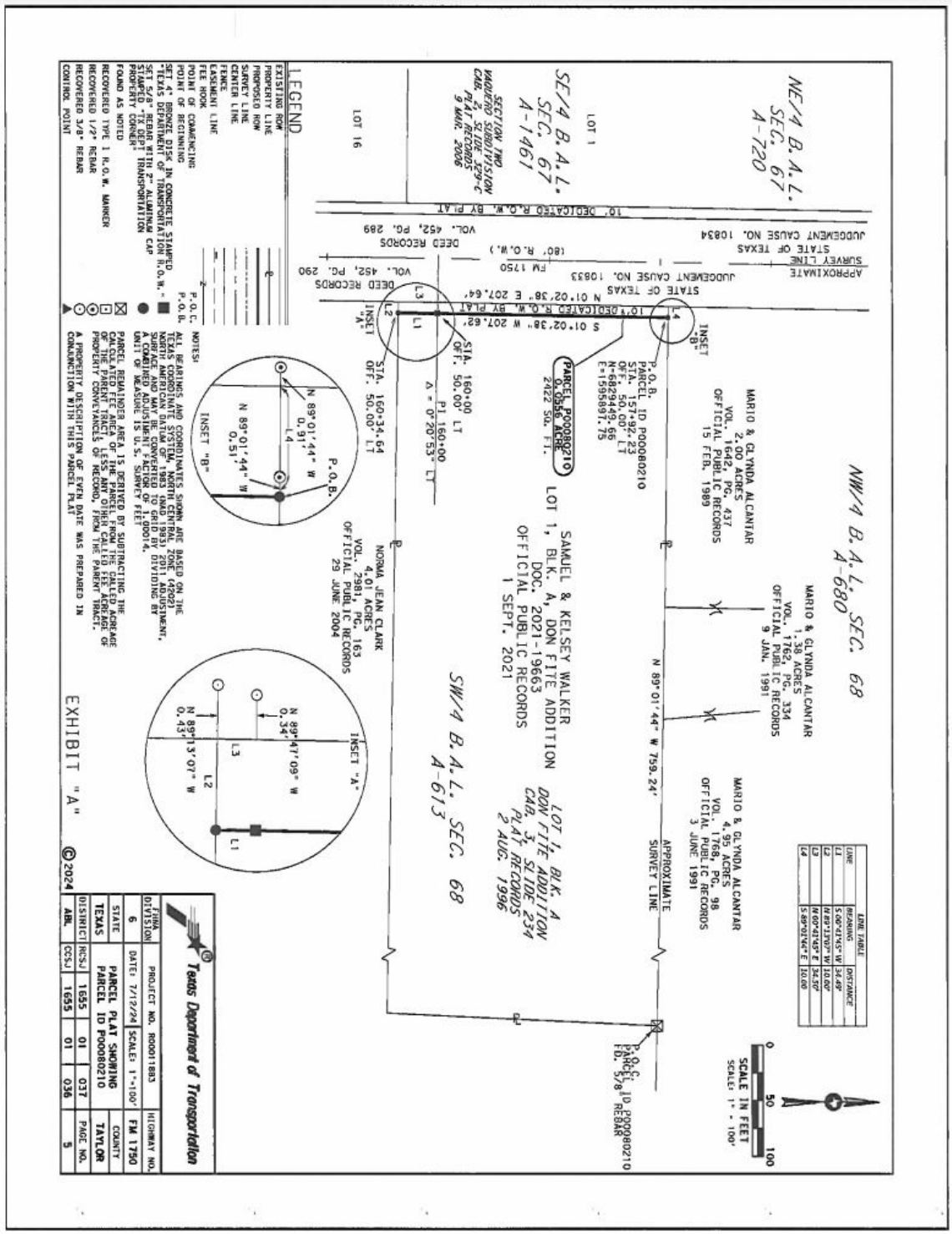


EXHIBIT "G"

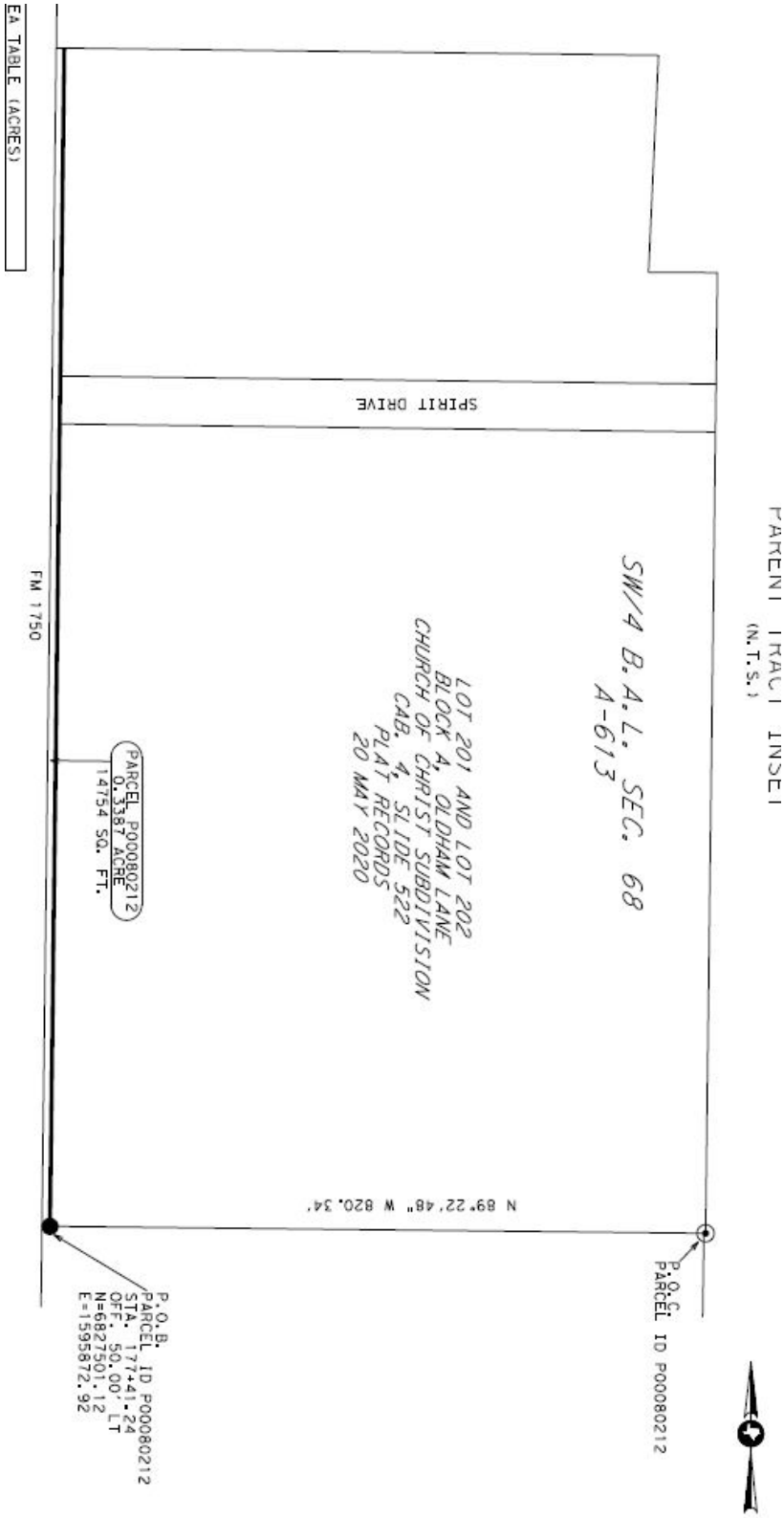
Property Description for Parcel P00080212

BEING 0.3387 acre of land in the Southwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 613, Taylor County, Texas, and being all of that 10 foot right of way dedication shown on the plat of Lots 201 and 202, Block A, Oldham Lane Church of Christ Subdivision recorded in Cabinet 4, Slide 522, Plat Records, Taylor County, Texas, filed May 20, 2020, all of that 10 foot right of way dedication shown on the Replat of the Oldham Lane Church of Christ Addition recorded in Cabinet 4, Slide 282, Plat Records, Taylor County, Texas, filed July 8, 2016, and all of that 10 foot street dedication shown on the plat of Lot 1, Block A, Oldham Lane Church of Christ Addition recorded in Cabinet 3, Slide 211, Plat Records, Taylor County, Texas, filed March 8, 1996. Said 0.3387 acre (14754 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar recovered for the southeast corner of Lot 201, the northeast corner of a 4.00-acre tract as described in Document No. 2009-04264, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.) and being on the west line of Lot 1, Block A, Wylie ISD Oldham Lane Subdivision recorded in Cabinet 4, Slide 537, Plat Records, Taylor County, Texas, filed July 16, 2020;

THENCE, North 89 degrees 22 minutes 48 seconds West with the south line of Lot 201, the north line of 4.00-acre tract, for a distance of 820.34 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750, for the POINT OF BEGINNING at the southeast corner of this parcel and being 50.00 feet left of centerline station 177+41.24 of FM 1750. Northing 6,827,501.12 Easting 1,595,872.83.

1) THENCE, North 89 degrees 22 minutes 48 seconds West with the south line of Lot 201, the north line of the 4.00-acre tract, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750, for the southwest corner of Lot 201, the northwest corner of the 4.00-acre tract, and the southwest corner of this parcel;
2) THENCE, North 00 degrees 41 minutes 45 seconds East with the west line of the Oldham Lane Church of Christ Subdivision for a distance of 1475.26 feet to a point on the existing east R.O.W. line of FM 1750, for the northwest corner of Lot 202, the southwest corner of a 4.01-acre tract as described in Volume 2981, Page 163, O.P.R.T.C.T., and the northwest corner of this parcel. From this point, a recovered 1/2-inch rebar with cap marked "H&T" bears South 89 degrees 16 minutes 05 seconds East at a distance of 0.43 feet;
3) THENCE, South 89 degrees 16 minutes 05 seconds East with the north line of Lot 202, the south line of the 4.01-acre tract, for a distance of 10.00 feet to a 5/8-inch rebar with a 2- inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750, for the northeast corner of this parcel and being 50.00 feet left of centerline station 162+65.99 of FM 1750;
4) THENCE, South 00 degrees 41 minutes 45 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 1475.24 feet, to the POINT OF BEGINNING and containing 0.3387 acre (14754 square feet) of land;



ORDINANCE NO._____

EXHIBIT "H"

Property Description for Parcel P00080215

BEING 0.0184 acre of land in the Southeast Quarter of the Blind Asylum Lands, Section 67, Abstract No. 1461, Taylor County, Texas, and being out of Lot 35, Section 2, Bunny Run Addition as shown on plat recorded in Cabinet 4, Slide 243, Plat Records, Taylor County, Texas, filed October 13, 2015. Said 0.0184 acre (802 square feet) of land being more particularly described by metes and bounds as follows:

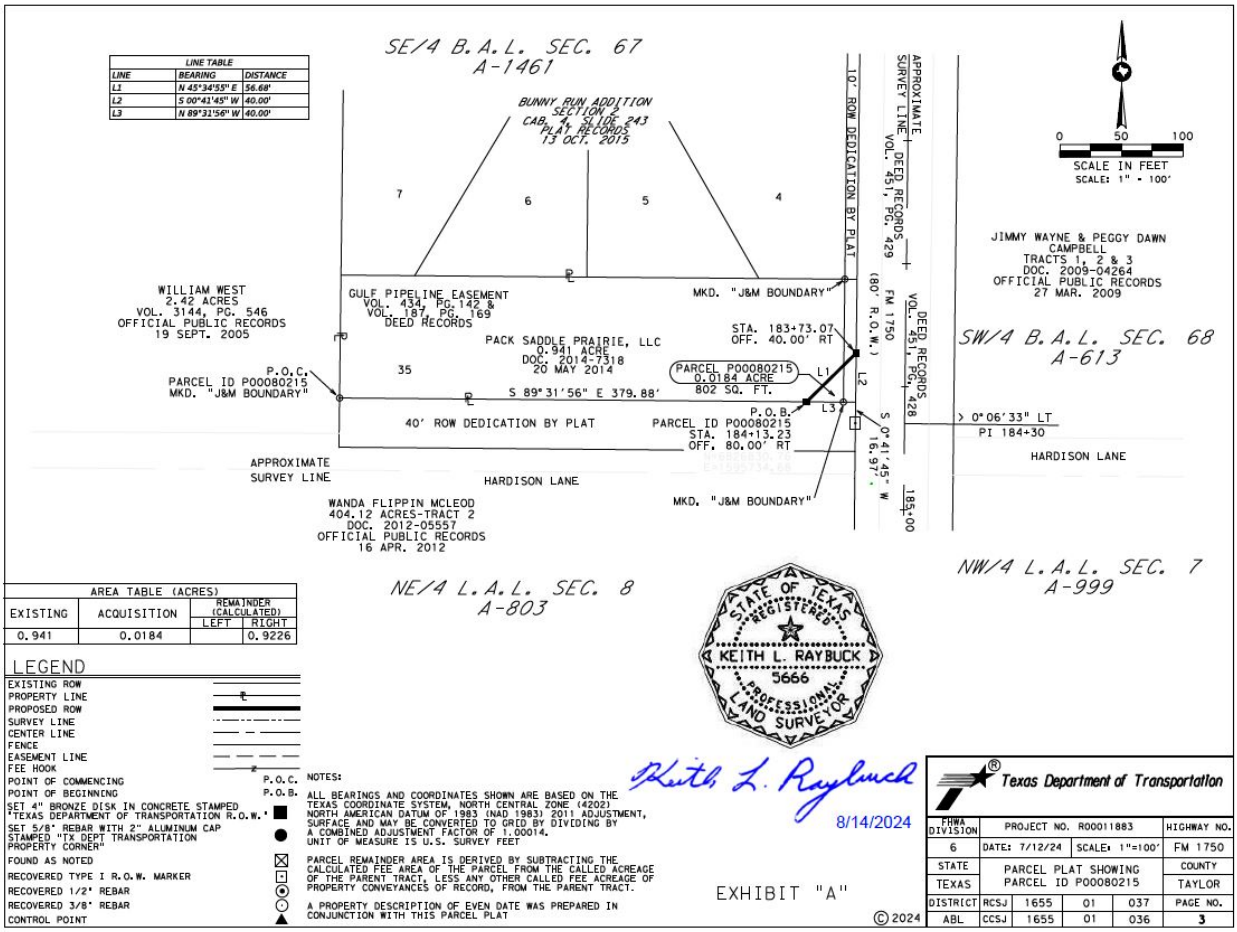
COMMENCING at a 1/2-inch rebar with cap stamped "J&M BOUNDARY" recovered on the north line of a 40-foot R.O.W. dedication for Hardison Lane as shown on the aforesaid plat of Section 2, Bunny Run Addition, for the southwest corner of Lot 35 and the southeast corner of a 2.42-acre tract as described in Volume 3144, Page 546, Official Public Records, Taylor County, Texas;

THENCE, South 89 degrees 31 minutes 56 seconds East with the north line of said dedication, the south line of Lot 35, for a distance of 379.88 feet to a 4-inch bronze disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." set in concrete (TxDOT Type II Monument) on the proposed west R.O.W. line of FM 1750 for the POINT OF BEGINNING at the southwest corner of this parcel and being 80.00 feet right of centerline station 184+13.23 of FM 1750. Northing 6,826,830.76 Easting 1,595,734.68.

1) THENCE, North 45 degrees 34 minutes 55 seconds East with the proposed west R.O.W. line of FM 1750, at a distance of 42.51 feet pass the east line of Lot 35, the west line of the 10-foot right of way dedication as shown on the aforesaid plat of Section 2, Bunny Run Addition and continue the same course for a total distance of 56.68 feet to a TxDOT Type II Monument set on the existing west R.O.W. line of FM 1750 for the north corner of this parcel and being 40.00 feet right of centerline station 183+73.07 of FM 1750;

2) THENCE, South 00 degrees 41 minutes 45 seconds West with the east line of the 10-foot right of way dedication, the existing west R.O.W. line of FM 1750 for a distance of 40.00 feet to a point at the intersection of the north line of the 40-foot R.O.W. dedication for Hardison Lane and the existing west R.O.W. line of FM 1750, for the southeast corner of this parcel. Said point bears 16.97 feet North 00 degrees 41 minutes 45 seconds East from a Type I monument recovered at 40.00 feet right of centerline station 184+30 of FM 1750;

3) THENCE, North 89 degrees 31 minutes 56 seconds West with the north line of the 40-foot R.O.W. dedication for Hardison Lane, at 10.00 feet pass a 1/2-inch rebar with cap marked "J&M BOUNDARY recovered for the southeast corner of Lot 35 and continue the same course for a total distance of 40.00 feet to the POINT OF BEGINNING and containing 0.0184 acre (802 square feet) of land, including 0.0080 acre (350 square feet) within the 10-foot right of way dedication;



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 45°34'55" E	56.68'
L2	S 00°41'45" W	40.00'
L3	N 89°31'56" W	40.00'

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED) LEFT	REMAINDER (CALCULATED) RIGHT
0.941	0.0184		0.9226

LEGEND

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- SURVEY LINE
- CENTER LINE
- FENCE
- EASEMENT LINE
- FEE HOOK
- POINT OF COMMENCING — P.O.C.
- POINT OF BEGINNING — P.O.B.
- SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
- SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"
- FOUND AS NOTED
- RECOVERED TYPE I R.O.W. MARKER
- RECOVERED 1/2" REBAR
- RECOVERED 3/8" REBAR
- CONTROL POINT

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

STATE OF TEXAS REGISTERED KEITH L. RAYBUCK 5666 PROFESSIONAL LAND SURVEYOR

Keith L. Raybuck
8/14/2024

EXHIBIT "A"

© 2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080215			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	3

-END-

THOROUGHFARE CLOSURE TC-2024-02 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: October 1, 2024
City Council 1st Reading: October 17, 2024
City Council 2nd Reading: November 7, 2024

Applicant
City of Abilene

Case Manager
Adam Holland, Planner

Request
Abandonment of several portions of right-of-way along Oldham Lane (FM 1750) to convey to TxDOT.

Background
Oldham Lane is a state-maintained highway know as FM 1750. TxDOT is considering a project south of East Industrial Boulevard to improve FM 1750. Since TxDOT cannot construct any project on property that the State of Texas does not own, TxDOT has requested that the City of Abilene relinquish the subject sections of right-of-way to allow the agency the ability to initiate proceedings to improve FM 1750.

Assessment

The Development Review Committee reviewed this request and made no comments. The subject properties are currently used as public right-of-way and are proposed to continue to be used as public right-of-way under TxDOT jurisdiction.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** of this request.

Notification

F- Favor
O- Opposed

Property Owner

OWNER	SITUS	PROP_ID	RESPONSE
ALCANTAR MARIO F &	4625 OLDHAM LN	52603	
ARCHER JERRY D & TERRY L	4273 OLDHAM LN	94926	
ARORA HARVINDER S & ISHMEET WALIA	4574 LA HACIENDA DR	108529	
BAKER MICHAEL	4701 BUNNY RUN	1001633	
BIXBY BRUCE D	4425 OLDHAM LN	982520	
BOSWELL JOHN WHITFIELD	5157 BUNNY RUN	1005218	
BRANDSTETTER NICHOLAS W	949 SWIFT WATER DR	110429	
CAMPBELL JIMMY WAYNE &		21057	
CARTER DAVID L & SUZANNE M	4557 OLDHAM LN	94933	

CASSELMAN ROBERT LAWRENCE &	4573 LA HACIENDA DR	108513	
CERDA JADEN RAY & ABBY KRISTYNE	950 SWIFT WATER DR	110445	
CLARK NORMA JEAN	4649 OLDHAM LN	20921	**O**
DENSON MICHAEL RAY	4189 OLDHAM LN	94924	
DEROO ERIK SCOTT &	4733 BUNNY RUN	1001635	
EDWARDS LINDA	5173 BUNNY RUN	1005220	
EICKHOLT KIMBERLY S	5117 BUNNY RUN	1005234	
ERICKSON JULIA	5141 BUNNY RUN	1005216	
FAIRMAN TAVIA &	4817 BUNNY RUN	1001637	
FOX JAMES F & LINDA C	4933 BUNNY RUN	1001642	
HANNER HUNTER & JENNIFER		94928	
HANNER HUNTER & JENNIFER		94927	
HENDERSON SCOTT H & CHAYLA R	5125 BUNNY RUN	1005233	
HODGES NORYLEE	4717 BUNNY RUN	1001634	
HUDSON LAWRENCE M & DONNA F	3557 FM 1750	16043	
KINKADE JACOB WILLIAM & MISHA NICOLE	4257 OLDHAM LN	94925	
LAMBERT PAUL R III & ERIKA L	4502 OLDHAM LN	971140	
LAZAROFF DANIEL & LINDSAY	5165 BUNNY RUN	1005219	**O**
LEACH ALEX JAMES & KATIE ELIZABETH	4949 BUNNY RUN	1001641	
LONGLEY DAVID W & CHARLOTTE R	958 CABALLO DR	971124	
MAYER PETER & FATIMA	4318 LA HACIENDA DR	971130	
MC GUFF KURT	5109 BUNNY RUN	1005235	
MC LEOD WANDA	889 HARDISON LN	75057	
OLDHAM LANE CHURCH	5049 OLDHAM LN	21193	
OLDHAM LANE CHURCH	4709 OLDHAM LN	1061991	
PACK SADDLE PRAIRIE LLC	4833 BUNNY RUN	1001638	
PACK SADDLE PRAIRIE LLC		1005232	
PEREZ JIMMY LEE	958 SWIFT WATER DR	110446	
POWELL GARRISON & BRIANA LOUVIER	4801 BUNNY RUN	1001636	
RED ARMADILLO HOLDINGS LLC	1002X E INDUSTRIAL BL	1010726	
RED ARMADILLO HOLDINGS LLC	948 E INDUSTRIAL BL	1089117	
RL LANDSCAPING LLC	4202 OLDHAM LN	55954	
RL LANDSCAPING LLC	4308 OLDHAM LN	56890	
ROBERTS KENNETH DONALD	5101 BUNNY RUN	1005236	
RYAN JENNIFER &	5025 BUNNY RUN	1005237	
SKEEN TRAVIS & JENNIFER BROOKE	4317 LA HACIENDA DR	971129	
STEVE WEST HOMES LLC	957 SWIFT WATER DR	110428	
STOCKARD RYAN L & DEIDRE A	958 PRADO VERDE DR	108519	
TIDMORE RUSTON KRAIG &	5001 BUNNY RUN	1001640	
TRANTHAM CLARENCE MICHAEL & ETTA	4457 OLDHAM LN	94929	
VAN TRAN NGOC	5017 BUNNY RUN	1001639	
WALKER SAMUEL & KELSEY	4641 OLDHAM LN	206411	
WEST TX STASH LLC	949 E INDUSTRIAL BL	56270	
WILLIS TOMMY L & JILL	4602 OLDHAM LN	108518	

Property ID

OWNER	SITUS	PROP_ID	RESPONSE
HUDSON LAWRENCE M & DONNA F	3557 FM 1750	16043	
CLARK NORMA JEAN	4649 OLDHAM LN	20921	**F**
CAMPBELL JIMMY WAYNE &		21057	
OLDHAM LANE CHURCH	5049 OLDHAM LN	21193	
ALCANTAR MARIO F &	4625 OLDHAM LN	52603	
RL LANDSCAPING LLC	4202 OLDHAM LN	55954	
WEST TX STASH LLC	949 E INDUSTRIAL BL	56270	
RL LANDSCAPING LLC	4308 OLDHAM LN	56890	
MC LEOD WANDA	889 HARDISON LN	75057	

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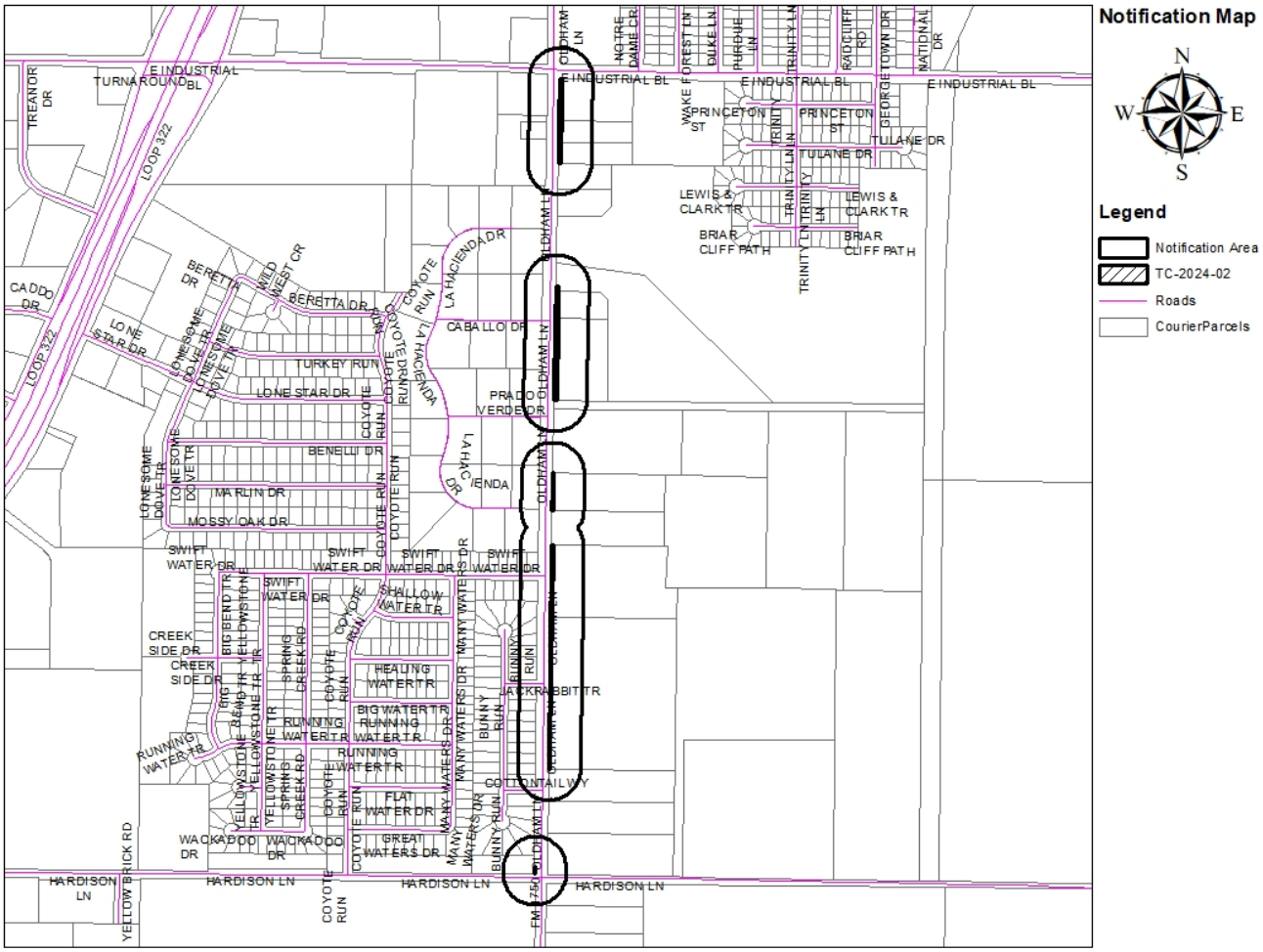
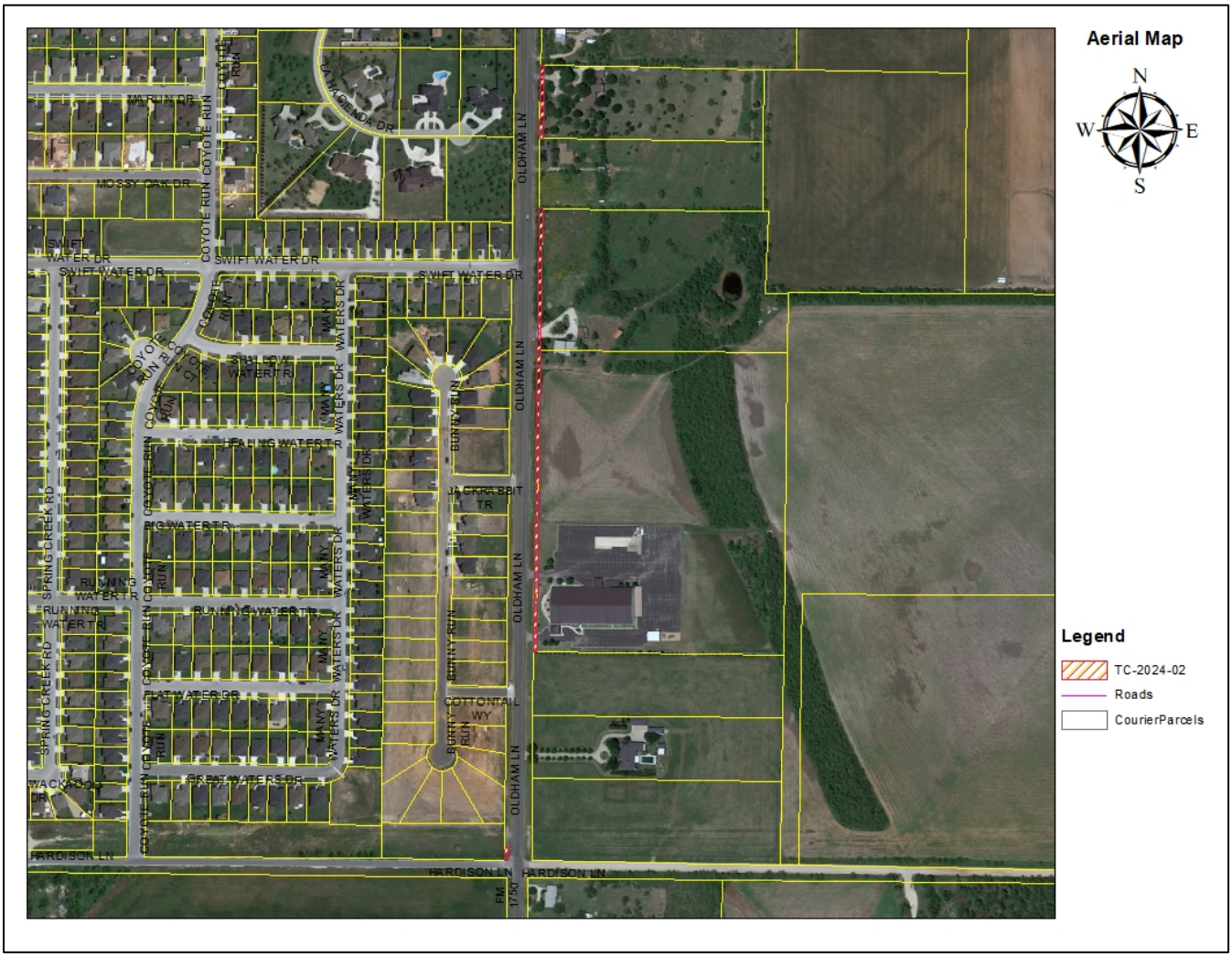
OLDHAM LANE CHURCH	4709 OLDHAM LN	1061991	
RED ARMADILLO HOLDINGS LLC	948 E INDUSTRIAL BL	1089117	

LOCATION MAP



Case # TC-2024-02
September 20, 2024


Aerial Map
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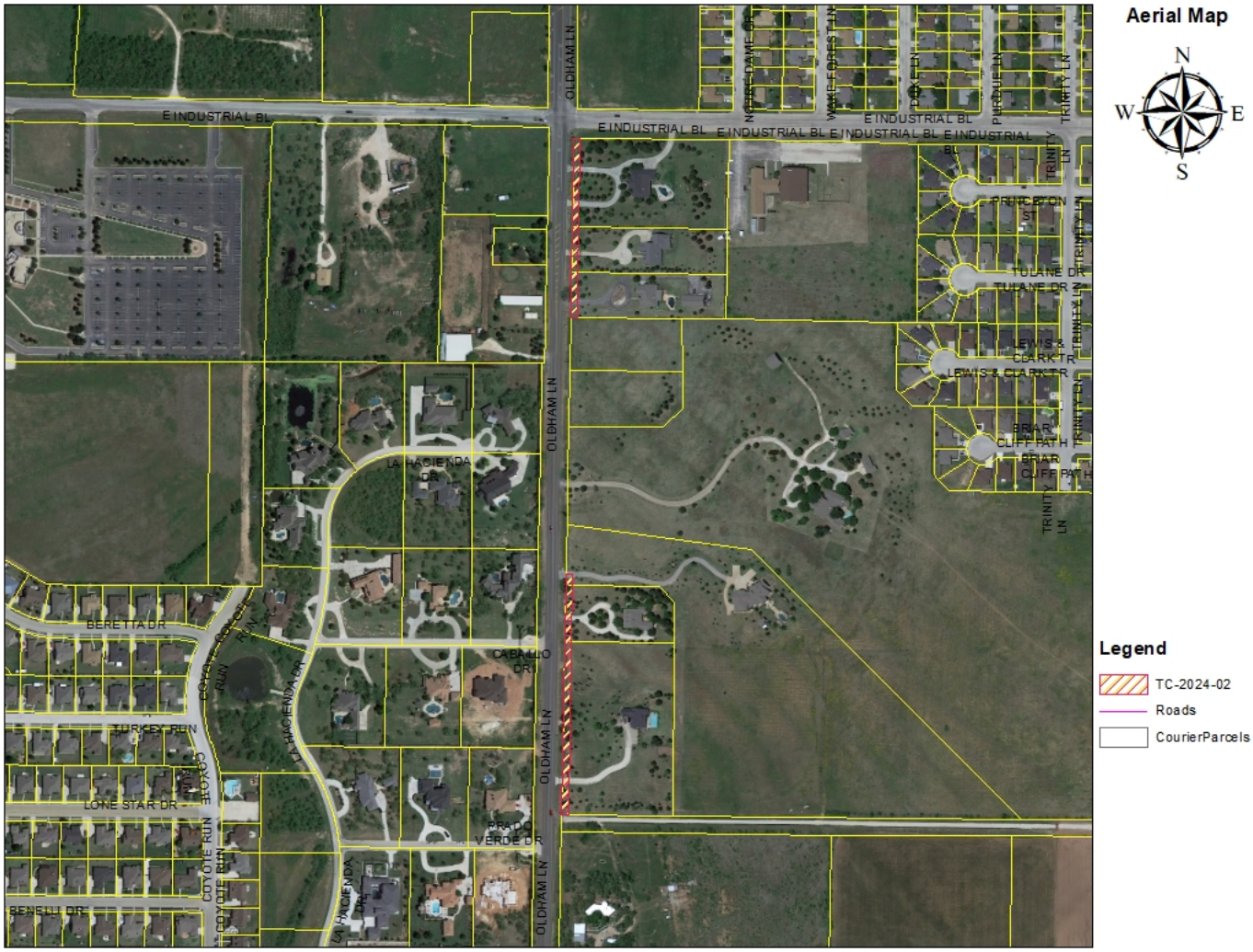
Legend
TC-2024-02
Roads
CourierParcels
OLDHAM LN
HARDISON LN
SWIFT WATER DR
COYOTE RUN
MOSSY OAK DR
SPRING CREEK RD
RUNNING WATER TR
FLOWING WATER TR
BIG WATER TR
MANY WATERS DR
FAT WATER DR
GREAT WATERS DR
BUNNY RUN
JACKRABBIT TR
COTTONTAIL WY
FM 1705


Aerial Map
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E INDUSTRIAL BL
OLDHAM LN
PRINCETON ST
TULANE DR
LEWIS & CLARK TR
BRIAR CLIFF PATH
TRINITY LN
LA HACIENDA DR
BERETTA DR
CABALLO DR
TURKEY RUN
LONE STAR DR
PRADO VERDE DR
COYOTE RUN
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TC-2024-02
Roads
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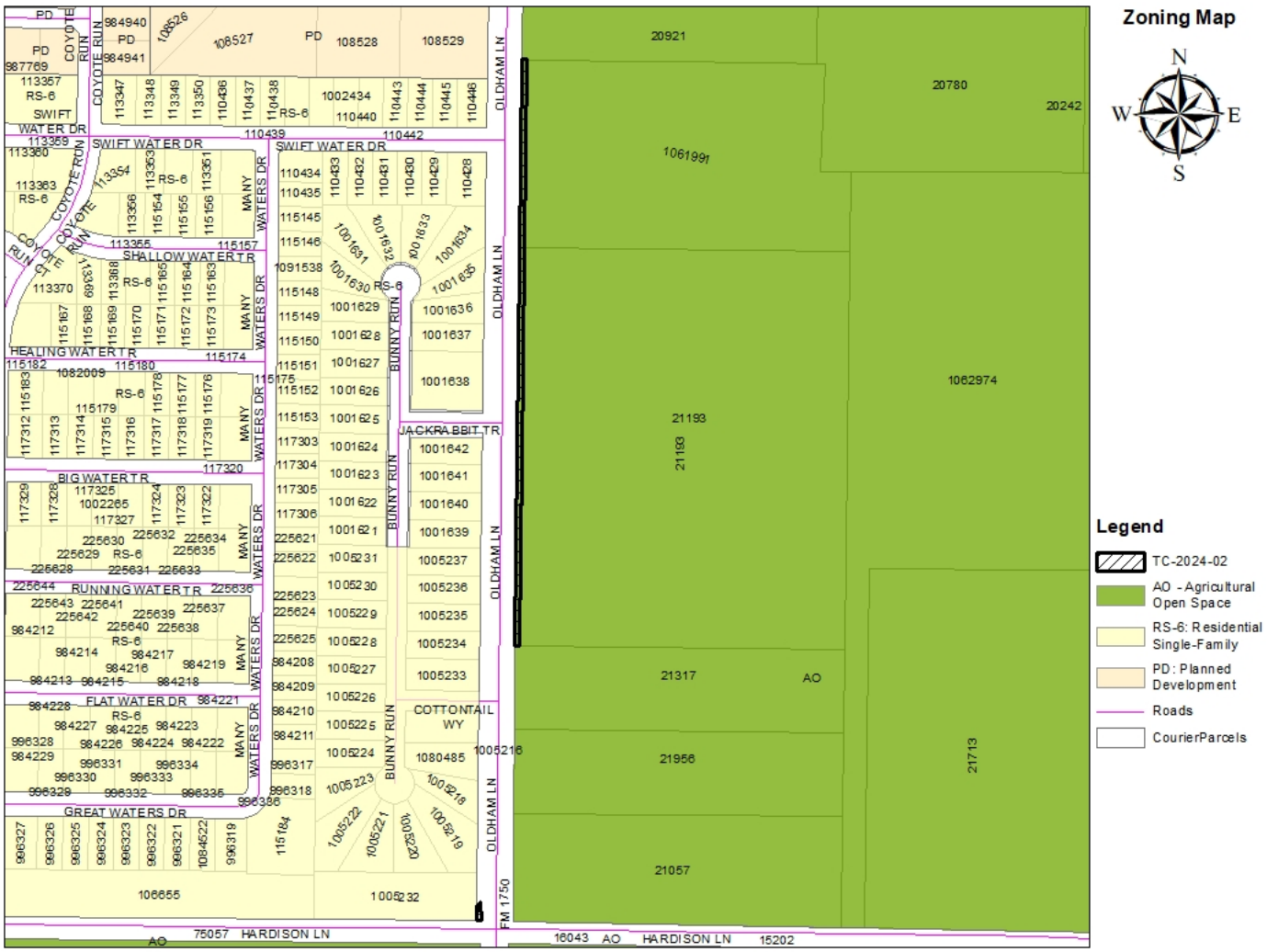

Case # TC-2024-02
September 20, 2024

Zoning Map
N
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Legend
TC-2024-02
AO - Agricultural Open Space
RS-6: Residential Single-Family
CU: College/University
PD: Planned Development
Roads
CourierParcels
LA HACIENDA DR
OLDHAM LN
CABALLO DR
PRADO VERDE DR
COYOTE RUN
BERETTA DR
TURKEY RUN
LONE STAR DR
BENELLI DR
MARLIN DR
MOSSY OAK DR
BRIAR CLIFF PATH
AO
RS-6
CU
PD

Case # TC-2024-02
September 20, 2024

Texas Department of Transportation

4250 North Clack, Abilene, TX 79601 / (325) 676-6800 / WWW.TXDOT.GOV

July 19, 2024

ROW CSJ: 1655-01-037

Parcels: P00080201, P00080202, P00080203, P00080204, P00080205, P00080206, P00080207, P00080210, P00080212, P00080215 and P00080219

County: Taylor Highway: FM 1750

Limits: From: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)

City of Abilene
Attn: Travis McClure
PO Box 60
555 Walnut Street
Abilene Texas 79604

The Texas Department of Transportation (TxDOT) is currently in the ROW acquisition phase of the above referenced projects. At this time TxDOT is requesting portions of properties as identified above be released and abandoned by the City of Abilene for incorporation into the FM 1750 Highway right of way.

If you have any questions, please do not hesitate to contact me at 512-708-9884.

Thank you for your attention and assistance in this project.

Sincerely,

Lyndi Gary

Lyndi Gary
ROW Agent
Texas Department of Transportation

Exhibit "A"

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.: R00011883
RCSJ: 1655-01-037
CCSJ: 1655-01-036

June 25, 2024

Property Description for Parcel P00080201

BEING 0.0641 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition, Sections 1, 2, and 3, recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lots 1 and 2, Block A, Section 1. Said Lots 1 and 2 conveyed from William and Jennifer West to Michael Denson as described in Document No. 2019-21433, Official Public Records, Taylor County, Texas, filed December 30, 2019. Said 0.0641 acre (2792 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar with cap stamped "GEOTEX 4885" recovered on the south right of way (R.O.W.) line of Industrial Boulevard for the northeast corner of said Lot 1 and the northwest corner of Lot 101, Block A, Continuation 1, Lytle Shores South Addition recorded in Cabinet 3, Slide 471, Plat Records, Taylor County, Texas, filed August 7, 2000;

THENCE, North 89 degrees 20 minutes 12 seconds West with the north line of Lot 1, the south R.O.W. line of Industrial Boulevard for a distance of 473.08 feet to a 4-inch bronze disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." set in concrete (TxDOT Type II Monument) on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel. Said point being 50.00 feet left of centerline station 132+00.11 of FM 1750. Northing 6,832,041.31 and Easting 1,595,947.37. From this point, a recovered 1/2-inch rebar bears South 89 degrees 20 minutes 12 seconds East at a distance of 2.40 feet.

1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 279.13 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 2, the north line of Lot 3 of said Oldham Farms Addition, for the southeast corner of this parcel and being 50.00 feet left of centerline station 134+79.26 of FM 1750. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.85 feet;

2) THENCE, North 88 degrees 55 minutes 20 seconds West with the south line of Lot 2, north line of Lot 3, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 2, the northwest corner of Lot 3, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.77 feet;

3) THENCE, North 01 degrees 02 minutes 38 seconds West with the existing east R.O.W. line of FM 1750, the west line of Lots 1 and 2, for a distance of 279.06 feet to a point at the intersection of the south R.O.W. line of Industrial Blvd. and the east R.O.W. line of FM 1750, for the northwest corner of Lot 1, and the northwest corner of this parcel;

4) THENCE, South 89 degrees 20 minutes 12 seconds East with the south R.O.W. line of Industrial Blvd., the north line of Lot 1 for a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.0641 acre (2,792 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

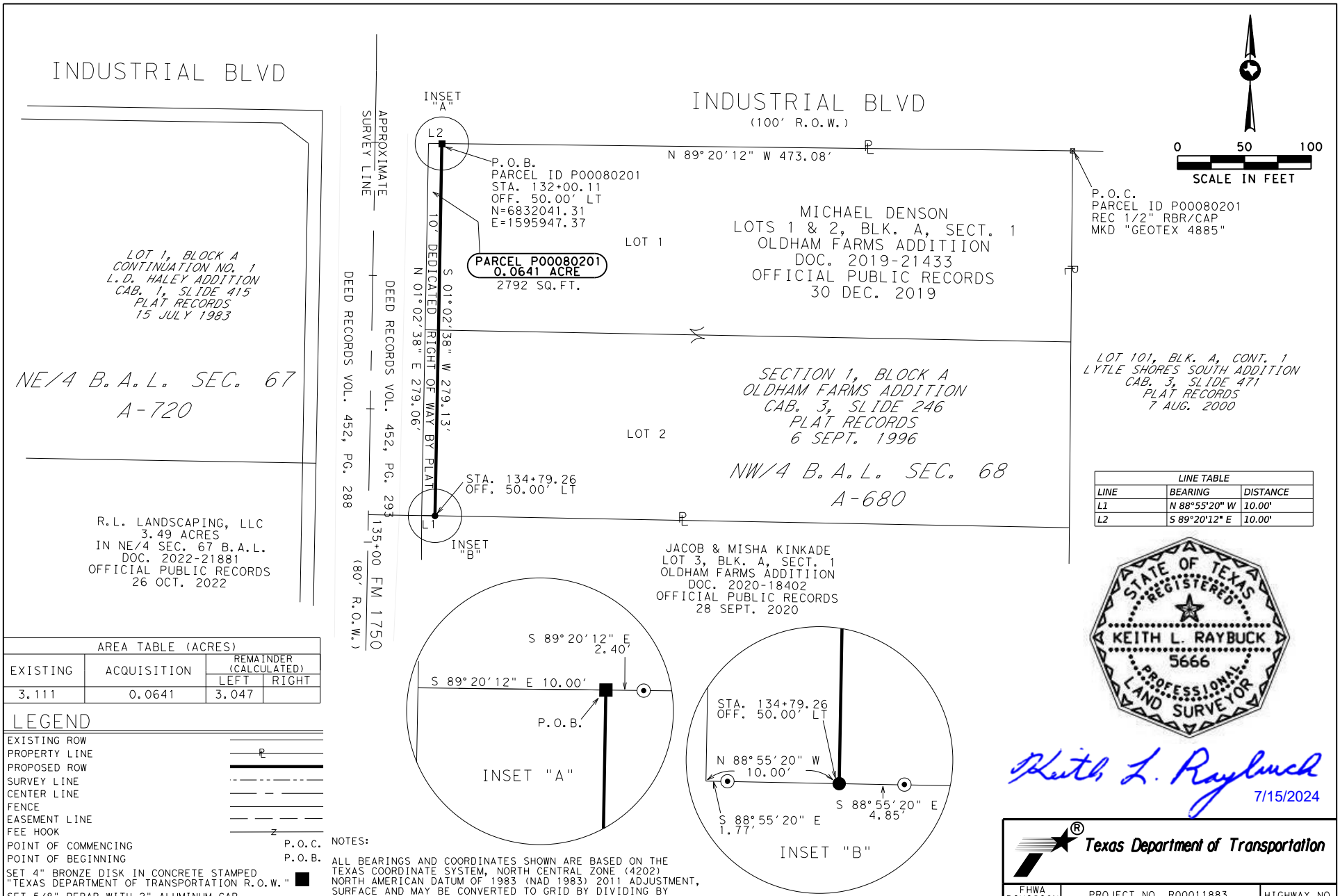
A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Keith L. Raybuck 7/15/2024

Keith L. Raybuck, R.P.L.S. Date
Texas Registration No. 5666

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°55'20" W	10.00'
L2	S 89°20'12" E	10.00'

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
3.111	0.0641	3.047	

LEGEND

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- SURVEY LINE
- CENTER LINE
- FENCE
- EASEMENT LINE
- FEE HOOK
- POINT OF COMMENCING — P.O.C.
- POINT OF BEGINNING — P.O.B.
- SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
- SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"
- FOUND AS NOTED
- RECOVERED TYPE I R.O.W. MARKER
- RECOVERED 1/2" REBAR
- RECOVERED 3/8" REBAR
- CONTROL POINT

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

© 2024

STATE OF TEXAS REGISTERED KEITH L. RAYBUCK 5666 PROFESSIONAL LAND SURVEYOR

Keith L. Raybuck
7/15/2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080201			COUNTY
TEXAS				TAYLOR
DISTRICT	5	1655	01	037	PAGE NO.
ABL	CCSJ	1655	01	036	3

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111) June 25, 2024
R.O.W. Project No.: R00011883
RCSJ: 1655-01-037
CCSJ: 1655-01-036

Property Description for Parcel P00080202

BEING 0.0320 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition, Sections 1, 2, and 3, recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lot 3, Block A, Section 1. Said Lot 3 conveyed from Brian and Gloria Walski to Jacob and Misha Kinkade as recorded in Document No. 2020-18402 Official Public Records, Taylor County, Texas, filed September 28, 2020. Said 0.0320 acre (1396 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar recovered on the west line of Lot 101, Block A, Continuation 1, Lytle Shores South Addition recorded in Cabinet 3, Slide 471, Plat Records, Taylor County, Texas, filed August 7, 2000, for the northeast corner of Lot 2 of said Block A, Section 1, Oldham Farms Addition;

THENCE, South 00 degrees 29 minutes 17 seconds West with the east line of Lot 2, the west line of Lot 101 for a distance of 139.29 feet to the southeast corner of Lot 2, the northeast corner of Lot 3.

THENCE, North 89 degrees 20 minutes 12 seconds West with the south line of Lot 2, the north line of Lot 3 for a distance of 475.81 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER", set on the proposed east right of way (R.O.W.) line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel. Said point being 50.00 feet left of centerline station 134+79.26 of FM 1750. Northing 6,831,762.25 and Easting 1,595,939.89. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.85 feet;

1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 139.59 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 3, the north line of Lot 4 of said Oldham Farms Addition for the southeast corner of this parcel and being 50.00 feet left of centerline station 136+18.85 of FM 1750. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.75 feet;

2) THENCE, North 88 degrees 55 minutes 20 seconds West with the south line of Lot 3, the north line of Lot 4, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 3, the northwest corner of Lot 4, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.88 feet;

3) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 3, for a distance of 139.59 feet to a point for the northwest corner of Lot 3, the southwest corner of Lot 2, and the northwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.77 feet;

4) THENCE, South 88 degrees 55 minutes 20 seconds East with the north line of Lot 3, the south line of Lot 2 for a distance of 10.00 feet, to the POINT OF BEGINNING and containing 0.0320 acre (1396 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

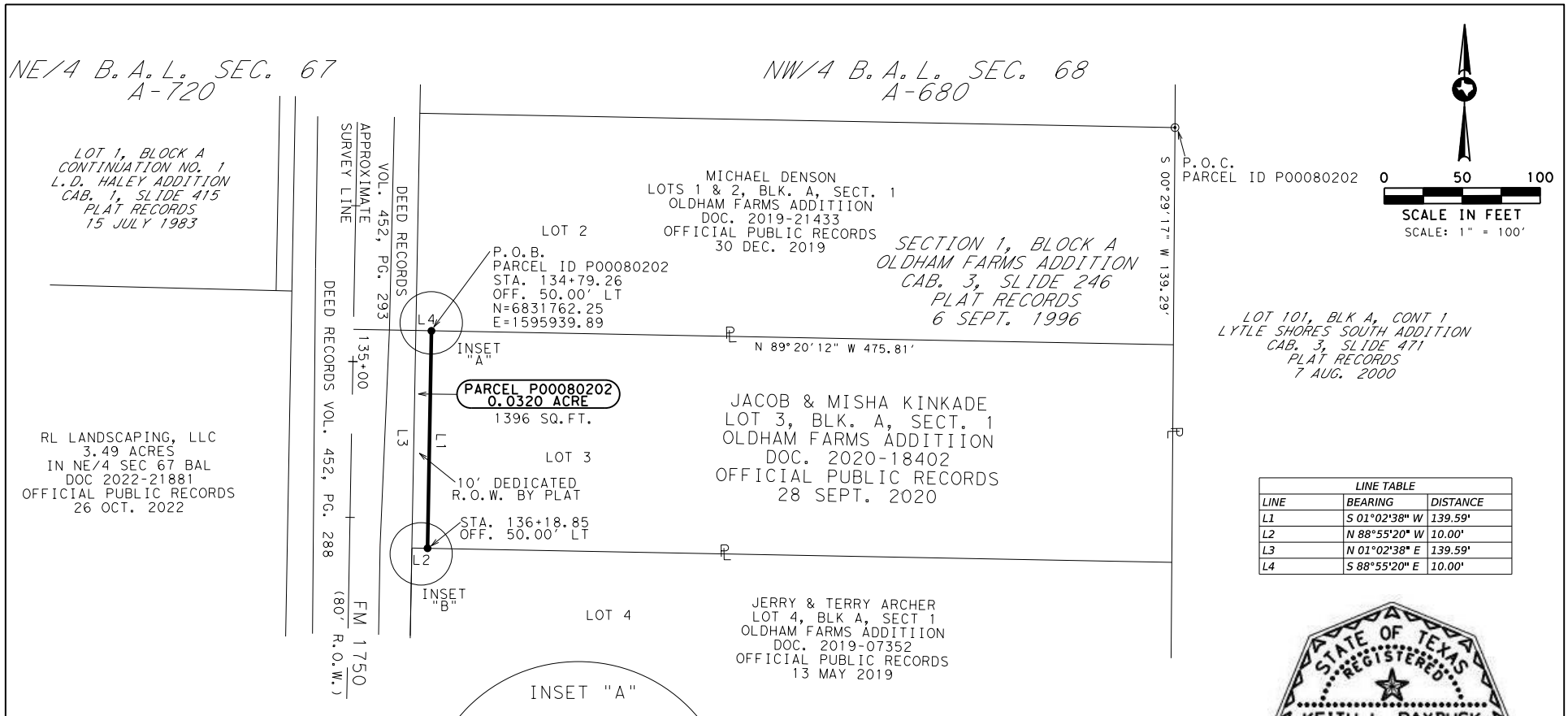
A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

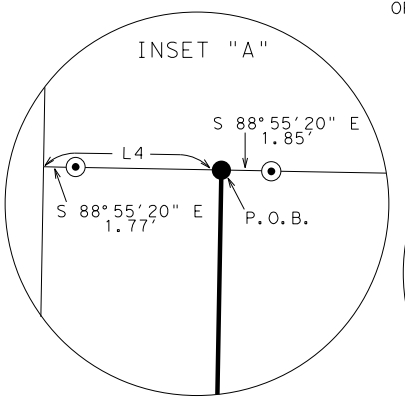
Keith L. Raybuck 7/15/2024

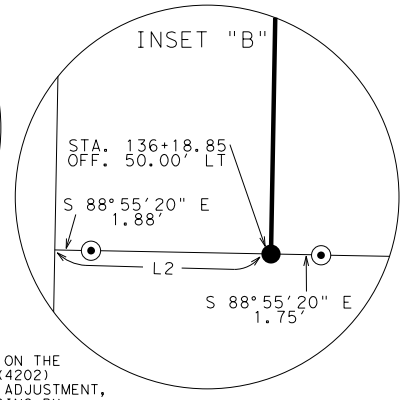
Keith L. Raybuck, R.P.L.S. Date
Texas Registration No. 5666

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°02'38" W	139.59'
L2	N 88°55'20" W	10.00'
L3	N 01°02'38" E	139.59'
L4	S 88°55'20" E	10.00'





AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
1.553	0.0320	1.5210	

LEGEND

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- SURVEY LINE
- CENTER LINE
- FENCE
- EASEMENT LINE
- FEE HOOK
- POINT OF COMMENCING — P.O.C.
- POINT OF BEGINNING — P.O.B.
- SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
- SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"
- FOUND AS NOTED
- RECOVERED TYPE I R.O.W. MARKER
- RECOVERED 1/2" REBAR
- RECOVERED 3/8" REBAR
- CONTROL POINT

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

© 2024

STATE OF TEXAS REGISTERED KEITH L. RAYBUCK 5666 PROFESSIONAL LAND SURVEYOR

Keith L. Raybuck
7/15/2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080202			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	3

Exhibit "A"

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.: R00011883
RCSJ: 1655-01-037
CCSJ: 1655-01-036

June 25, 2024

Property Description for Parcel P00080203

BEING 0.0320 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition, Sections 1, 2, and 3, recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lot 4, Block A, Section 1. Said Lot 4 conveyed from Eddie and Martha Guelker to Jerry and Terry Archer recorded in Document No. 2019-07352 Official Public Records, Taylor County, Texas, filed May 13, 2019. Said 0.0320 acre (1396 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8-inch rebar recovered on the south line of Lot 4 for the northeast corner of Lot 5, Block A, Section 1 and the northwest corner of a 2.128-acre tract conveyed to Hunter and Jennifer Hanner as described in Document No. 2017-08371 Official Public Records, Taylor County, Texas, filed May 24, 2017;

THENCE, North 89 degrees 18 minutes 47 seconds West with the south line of Lot 4, the north line of Lot 5, for a distance of 341.35 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set on the proposed east right of way (R.O.W.) line of FM 1750 for the POINT OF BEGINNING at the southeast corner of this parcel. Said point being 50.00 feet left of centerline station 137+58.06 of FM 1750. Northing 6,831,483.49 Easting 1,595,934.81. From this point, a recovered 1/2-inch rebar bears South 89 degrees 18 minutes 47 seconds East at a distance of 1.50 feet.

1) THENCE, North 89 degrees 18 minutes 47 seconds West with the south line of Lot 4, the north line of Lot 5, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 4, the northwest corner of Lot 5, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 89 degrees 18 minutes 47 seconds East at a distance of 1.55 feet;

2) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 4, for a distance of 139.27 feet to a point for the northwest corner of Lot 4, the southwest corner of Lot 3 of said Oldham Farms Addition and the northwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.88 feet;

3) THENCE, South 88 degrees 55 minutes 20 seconds East with the north line of Lot 4, the south line of Lot 3, for a distance of 10.00 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT OF TRANSPORTATION PROPERTY CORNER" set for the northeast corner of this parcel and being 50.00 feet left of centerline station 136+18.85 of FM 1750 From this point, a recovered 1/2-inch rebar bears South 88 degrees 55 minutes 20 seconds East at a distance of 1.75 feet;

4) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 139.21 feet, to the POINT OF BEGINNING and containing 0.0320 acre (1396 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Keith L. Raybuck

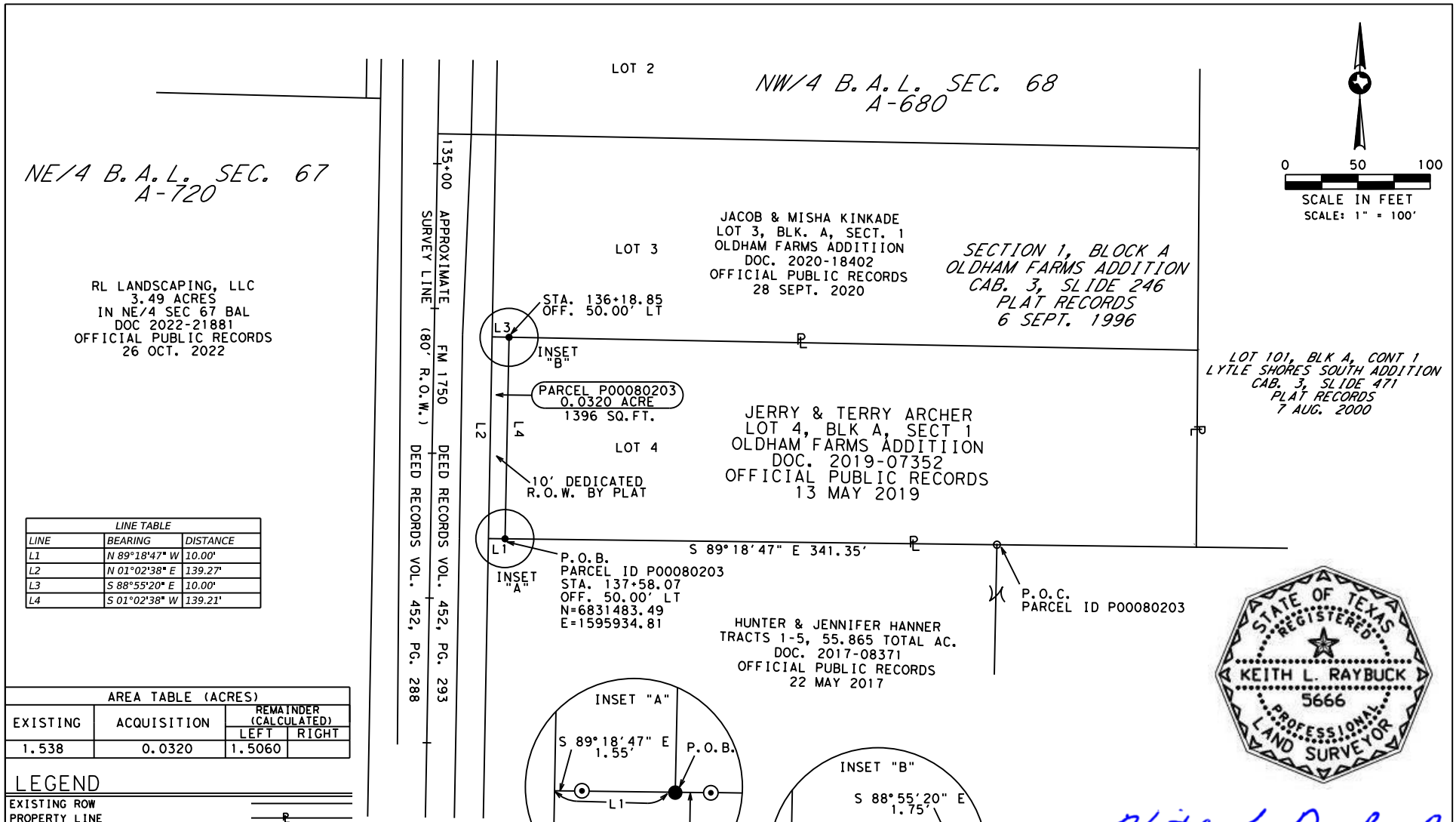
7/15/2024

Keith L. Raybuck, R.P.L.S.
Texas Registration No. 5666

Date

STATE OF TEXAS
REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL
LAND SURVEYOR

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°18'47" W	10.00'
L2	N 01°02'38" E	139.27'
L3	S 88°55'20" E	10.00'
L4	S 01°02'38" W	139.21'

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
1.538	0.0320	1.5060	

LEGEND

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- SURVEY LINE
- CENTER LINE
- FENCE
- EASEMENT LINE
- FEE HOOK
- POINT OF COMMENCING — P.O.C.
- POINT OF BEGINNING — P.O.B.
- SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
- SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"
- FOUND AS NOTED
- RECOVERED TYPE I R.O.W. MARKER
- RECOVERED 1/2" REBAR
- RECOVERED 3/8" REBAR
- CONTROL POINT

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

© 2024

STATE OF TEXAS REGISTERED KEITH L. RAYBUCK 5666 PROFESSIONAL LAND SURVEYOR

Keith L. Raybuck
7/15/2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080203			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	3

Exhibit "A"

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.: R00011883
RCSJ: 1655-01-037
CCSJ: 1655-01-036

June 27, 2024

Property Description for Parcel P00080205

BEING 0.0501 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being out of a 0.9920-acre tract conveyed from Christopher Horn to Bruce Bixby recorded in Document No. 2017-01638 Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), filed May 22, 2017, also being out of the remainder of a 24.088 acre tract conveyed from Kenneth Musgrave to Bruce Bixby recorded in Volume 1950, Page 727 O.P.R.T.C.T., filed August 27, 1993, the remainder of a 14.288 acre tract conveyed from Matt and Paige Robinson to Bruce Bixby recorded in Volume 1965, Page 286,O.P.R.T.C.T., filed October 27, 1993, the remainder of a 1.990 acre tract conveyed from Kelly and Laura Conder to Bruce Bixby recorded in Volume 1991, Page 586 O.P.R.T.C.T., filed February 22, 1994, the remainder of a 15.000 acre tract conveyed from Kelly and Laura Conder to Bruce Bixby recorded in Volume 2065, Page 824 O.P.R.T.C.T., filed January 25, 1995, and the north 20 feet of Lot 1, Block A, Section 2, Oldham Farms Addition. Said Oldham Farms Addition recorded in Cabinet 3, Slide 246, Plat Records, Taylor County, Texas, filed September 6, 1996. Said 0.0501 acre (2182 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar with cap stamped "J&M BOUNDARY" recovered for an angle point in the north line of the 0.9920-acre tract, an angle point for the 41.029-acre tract (Tract 2) as described in Document No. 2017-08371 O.P.R.T.C.T.;

THENCE, North 82 degrees 15 minutes 37 seconds West with the north line of the 0.9920-acre tract, the most northerly south line of the 41.029-acre tract, for a distance of 586.83 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel and being 50.00 feet left of centerline station 144+09.02 of FM 1750. Northing 6,830,832.64 Easting 1,595,922.95.

1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W line of FM 1750, for a distance of 217.21 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the most northerly south line of the remainder tracts, the north line of the south 150 foot of Lot 1 as recorded in Document No. 2019-05960 O.P.R.T.C.T., for the southeast corner of this parcel and being 50.00 feet left of centerline station 146+26.50 of FM 1750;

2) THENCE, North 88 degrees 54 minutes 13 seconds West with the most northerly south line of the remainder traces, the north line of the south 150 foot of Lot 1, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the most northerly southwest corner of the remainder tracts, the northwest corner of the south 150 foot of Lot 1, and the southwest corner of this parcel;

3) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of the remainder tracts, for a distance of 218.64 feet to a point on the existing east R.O.W. line of FM 1750 for the northwest corner of the 0.9920-acre tract, the most northerly southwest corner of the 55.865-acre tract, and the northwest corner of this parcel;

4) THENCE, South 82 degrees 15 minutes 37 seconds East with the north line of the 0.9920-acre tract, the most northerly south line of the 55.865-acre tract, for a distance of 10.07 feet, to the POINT OF BEGINNING and containing 0.0501 acre (2182 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Keith L. Raybuck

7/15/2024

Keith L. Raybuck, R.P.L.S.
Texas Registration No. 5666

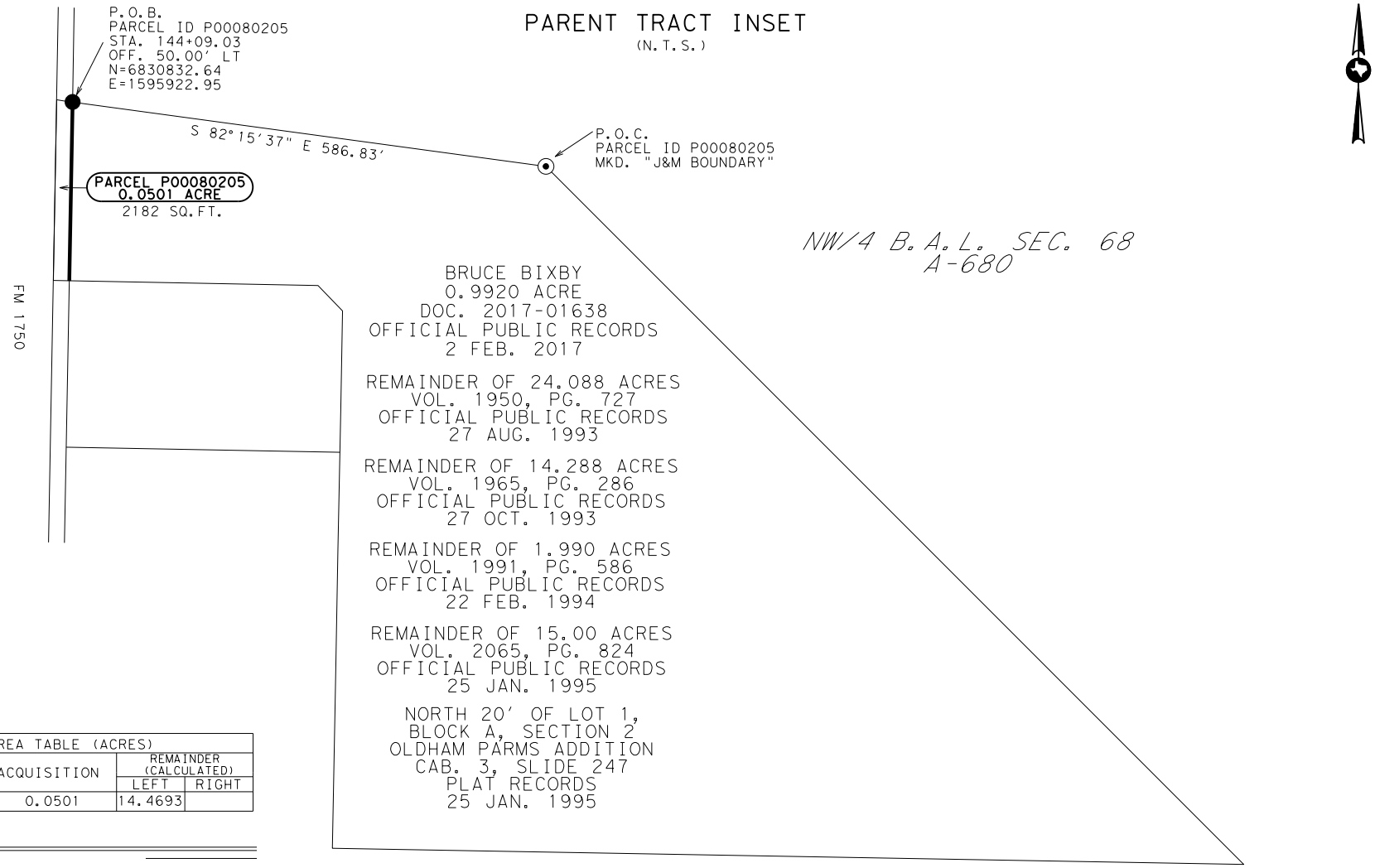
Date

STATE OF TEXAS
REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL
LAND SURVEYOR

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800

PARENT TRACT INSET

(N.T.S.)



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
14.519	0.0501	14.4693	

LEGEND

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- SURVEY LINE
- CENTER LINE
- FENCE
- EASEMENT LINE
- FEE HOOK
- POINT OF COMMENCING — P.O.C.
- POINT OF BEGINNING — P.O.B.
- SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
- SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"
- FOUND AS NOTED
- RECOVERED TYPE I R.O.W. MARKER
- RECOVERED 1/2" REBAR
- RECOVERED 3/8" REBAR
- CONTROL POINT

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

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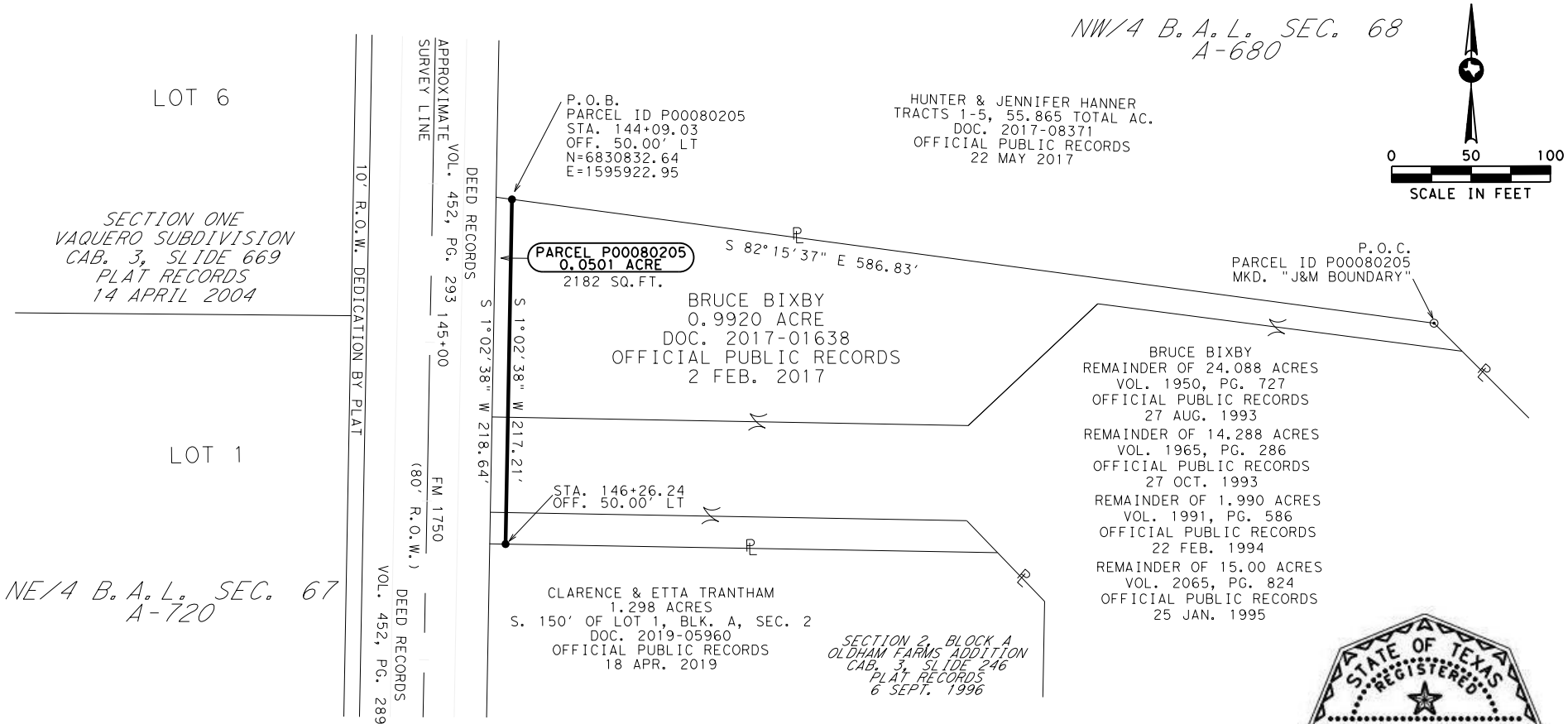
Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/13/24	SCALE: 1 TO 100		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080205			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	3



STATE OF TEXAS REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL LAND SURVEYOR

Keith L. Raybuck
7/15/2024

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⦿
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

© 2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883				HIGHWAY NO.
6	DATE: 7/13/24	SCALE: 1 TO 100			FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080205				COUNTY
TEXAS					TAYLOR
DISTRICT	RCSJ	1655	01	037	PAGE NO.
ABL	CCSJ	1655	01	036	4

Exhibit "A"

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.: R00011883
RCSJ: 1655-01-037
CCSJ: 1655-01-036

June 27, 2024

Property Description for Parcel P00080206

BEING 0.0344 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition Sections 1, 2, and 3 recorded in Cabinet 3, Slide 247, Plat Records, Taylor County, Texas, filed September 6, 1996, out of the south 150 feet of Lot 1, Block A, Section 2, Oldham Farms Addition. Said south 150 feet of Lot 1 conveyed from Carla Knight to Clarence and Etta Trantham as recorded in Document No. 2019-05960, Official Public Records, Taylor County, Texas, filed April 18, 2019. Said 0.0344 acre (1498 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8-inch rebar recovered for the southeast corner of Lot 1, the northeast corner of Lot 2, Block A, Section 2 and being on the west line of the remainder of a 24.088-acre tract conveyed to Bruce Bixby as described in Volume 1950, Page 727, Official Public Records, Taylor County, Texas, filed August 27, 1993;

THENCE, North 88 degrees 54 minutes 38 seconds West with the south line of Lot 1, the north line of Lot 2, for a distance of 340.13 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the southeast corner of this parcel and being 50.00 feet left of centerline station 147+76.49 of FM 1750. Northing 6,830,465.23 Easting 1,595,916.26. From this point, a recovered 1/2-inch rebar bears North 38 degrees 11 minutes 15 seconds East at a distance of 0.11 feet;

1) THENCE, North 88 degrees 54 minutes 38 seconds West with the south line of Lot 1, the north line of Lot 2, for a distance of 10.00 feet to a 1/2-inch rebar recovered on the existing east R.O.W. line of FM 1750, for the southwest corner of Lot 1, the northwest corner of Lot 2, and the southwest corner of this parcel;

2) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 1, for a distance of 150.00 feet to a point for the northwest corner of the south 150 feet of Lot 1, the northwest corner of this parcel, and the southwest corner of the north 20 feet of Lot 1 retained by Bruce Bixby, being part of the remainder of the 24.088 acre tract conveyed to Bruce Bixby in Volume 1950, Page 727, Official Public Records, Taylor County, Texas;

3) THENCE, South 88 degrees 54 minutes 13 seconds East with the north line of the south 150 feet of Lot 1, the south line of the north 20 feet of Lot 1, for a distance of 10.00 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the northeast corner of this parcel and being 50.00 feet left of centerline station 146+26.50 of FM 1750;

4) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 149.99 feet, to the POINT OF BEGINNING and containing 0.0334 acre (1498 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Keith L. Raybuck

7/15/2024

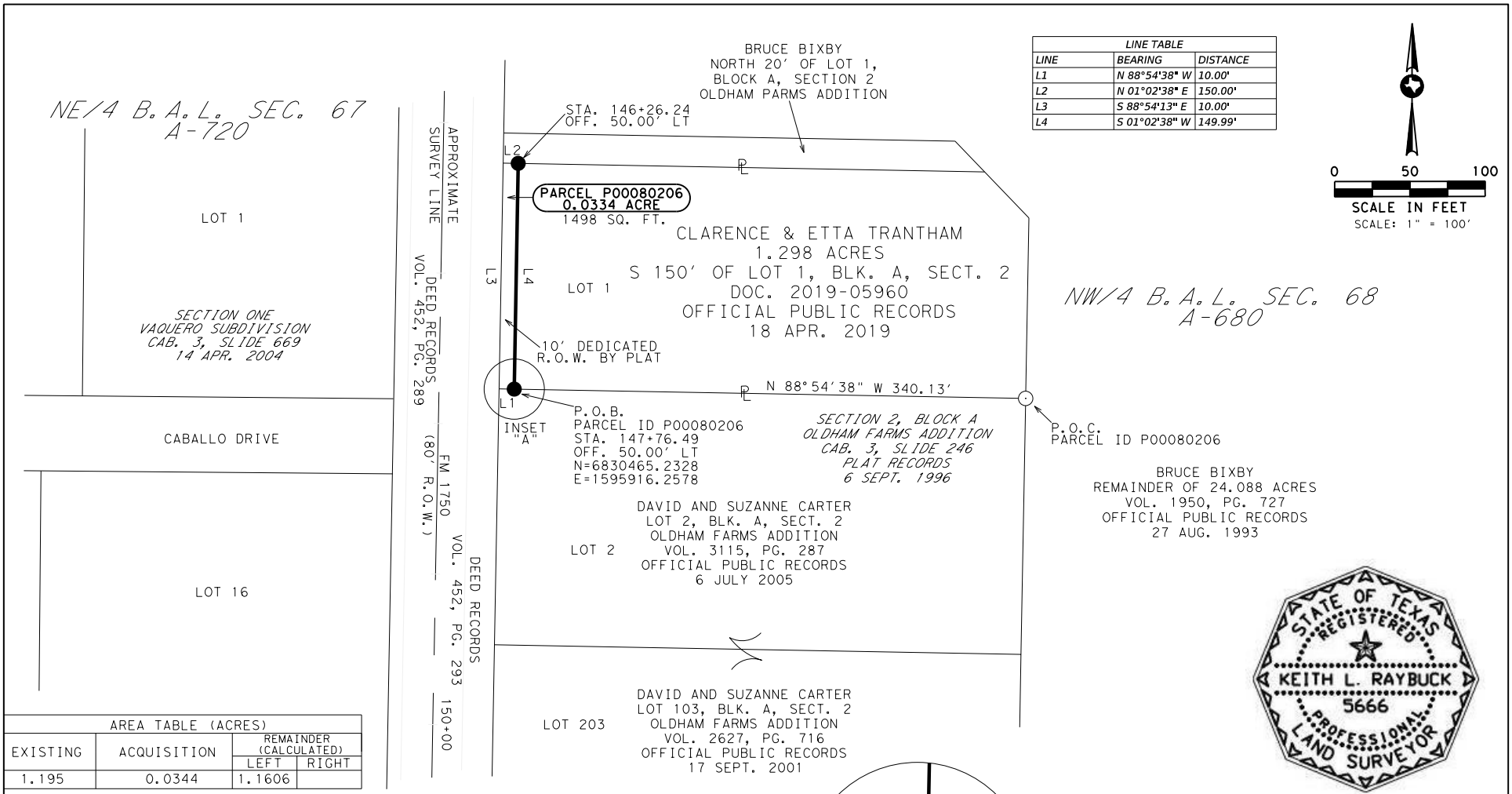
Keith L. Raybuck, R.P.L.S.
Texas Registration No. 5666

Date

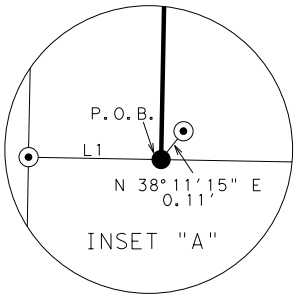
STATE OF TEXAS
REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL
LAND SURVEYOR

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°54'38" W	10.00'
L2	N 01°02'38" E	150.00'
L3	S 88°54'13" E	10.00'
L4	S 01°02'38" W	149.99'



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
1.195	0.0344	1.1606	



STATE OF TEXAS
REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL
LAND SURVEYOR

Keith L. Raybuck
7/15/2024

LEGEND

EXISTING ROW	
PROPERTY LINE	PL
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⊙
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

© 2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080206			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	3

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.: R00011883
RCSJ: 1655-01-037
CCSJ: 1655-01-036

June 27, 2024

Property Description for Parcel P00080207

BEING 0.1217 acre of land in the Northwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 680, Taylor County, Texas, and being that part of the 10 foot right of way dedication shown on the plat of Oldham Farms Addition Sections 1, 2, and 3 recorded in Cabinet 3, Slide 247, Plat Records, Taylor County, Texas, filed September 6, 1996, out of Lots 2 and 3, Block A, Section 2, and Lot 1, Block A, Section 3, and also all of the 10 foot right of way dedication shown on the plat of Lot 203, Oldham Farms Addition Re-plat recorded in Cabinet 3, Slide 643, Plat Records, Taylor County, Texas, filed November 13, 2003. Said Lot 2, Block A, Section 2 conveyed from Gerald and Carla Vincent to David and Suzanne Carter as described in Volume 3115, Page 287, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), filed July 6, 2005. Lot 103, Block A, Section 2, Oldham Farms Addition Re-plat recorded in Cabinet 3, Slide 273, P.R.T.C.T., filed April 11, 1997, conveyed from Horatio and Jean Taveau to David and Suzanne Carter in Volume 2627, Page 716, O.P.R.T.C.T., filed September 17, 2001. Lot 101, Block A, Section 3, Oldham Farms Addition Re-plat recorded in Cabinet 3, Slide 273, P.R.T.C.T., filed April 11, 1997, conveyed from Carter Asset Management, Inc. to David and Suzanne Carter in Volume 3195, Page 352, O.P.R.T.C.T., filed February 15, 2006. Said Lot 203 includes a 0.482-acre tract conveyed from Bruce Bixby to David and Suzanne Carter as described in Volume 2706, Page 636, O.P.R.T.C.T., filed June 10, 2002. Said 0.1217 acre (5301 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8-inch rebar recovered for the northeast corner of Lot 2, the southeast corner of Lot 1 as recorded in Document No. 2019-05960, O.P.R.T.C.T. and being on the west line of the remainder of a 24.088-acre tract conveyed to Bruce Bixby as described in Volume 1950, Page 727, Official Public Records, Taylor County, Texas, filed August 27, 1993;

THENCE, North 88 degrees 54 minutes 38 seconds West with the north line of Lot 2, the south line of Lot 1, for a distance of 340.13 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel and being 50.00 feet left of centerline station 147+76.49 of FM 1750. Northing 6,830,465.23 Easting 1,595,916.26. From this point, a recovered 1/2-inch rebar bears North 38 degrees 11 minutes 15 seconds East at a distance of 0.11 feet;

1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 530.05 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 101, the north line of a 60-foot-wide roadway, ownership unknown, for the southeast corner of this parcel and being 50.00 feet left of centerline station 153+06.54 of FM 1750. From this point, a recovered 1/2-inch rebar bears North 88 degrees 59 minutes 03 seconds West at a distance of 0.78 feet;

2) THENCE, North 88 degrees 59 minutes 03 seconds West with the south line of Lot 101, the north line of the 60-foot-wide roadway, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 101, the northwest corner of the 60-foot-wide roadway, and the southwest corner of this parcel. From this point, a recovered 1/2-inch rebar bears North 88 degrees 59 minutes 03 seconds West at a distance of 0.28 feet;

3) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lots 2, 203, and 101, for a distance 530.07 feet to a 1/2-inch rebar recovered for the northwest corner of Lot 2, the southwest corner of Lot 1, and the northwest corner of this parcel;

4) THENCE, South 88 degrees 54 minutes 38 seconds East with the north line of Lot 2, the south line of Lot 1, for a distance of 10.00 feet, to the POINT OF BEGINNING and containing 0.1217 acre (5301 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Keith L. Raybuck

7/15/2024

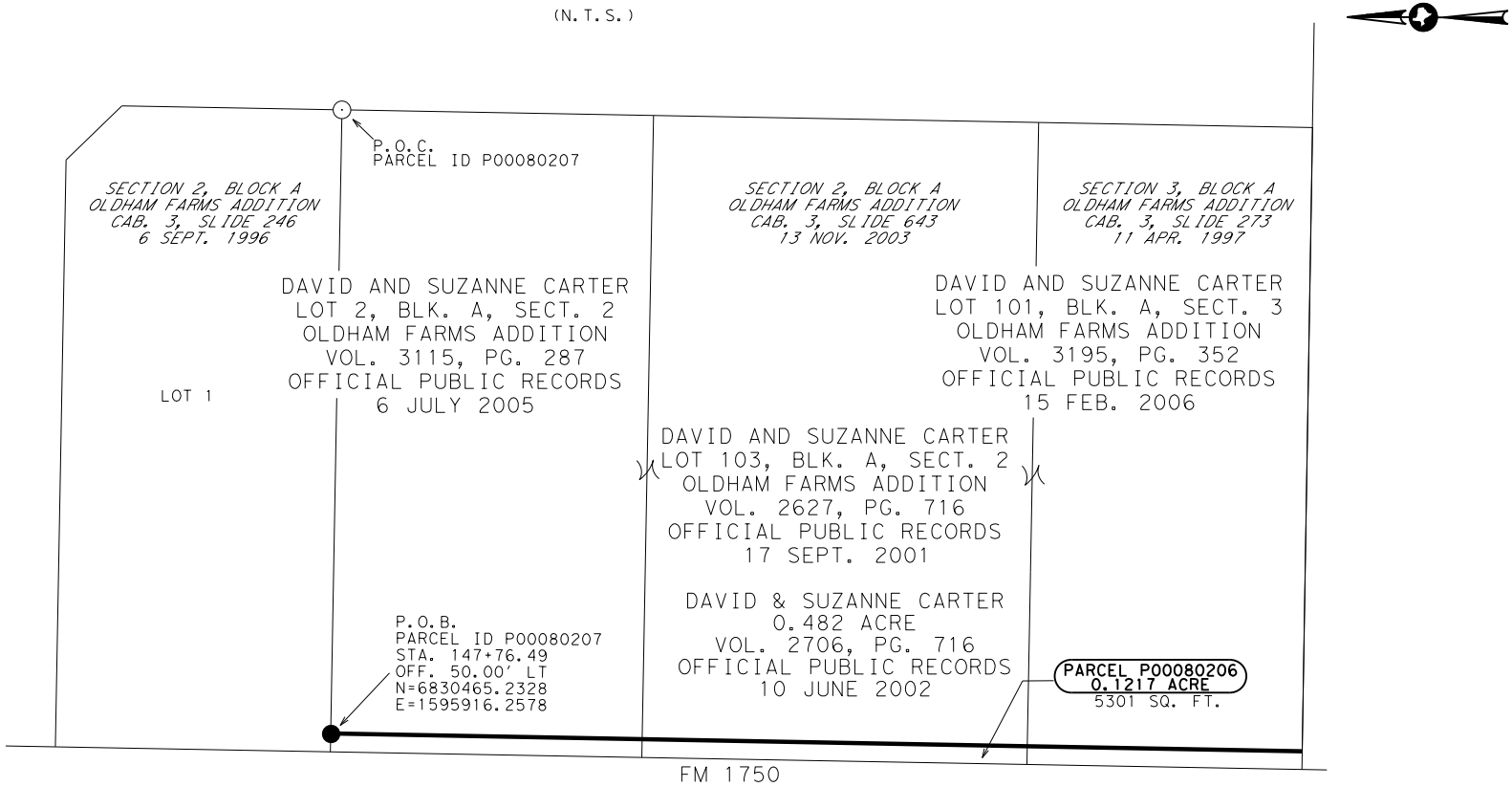
Keith L. Raybuck, R.P.L.S.
Texas Registration No. 5666

Date

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800

PARENT TRACT INSET

(N.T.S.)



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
4.256	0.1217	4.134	

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⊙
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

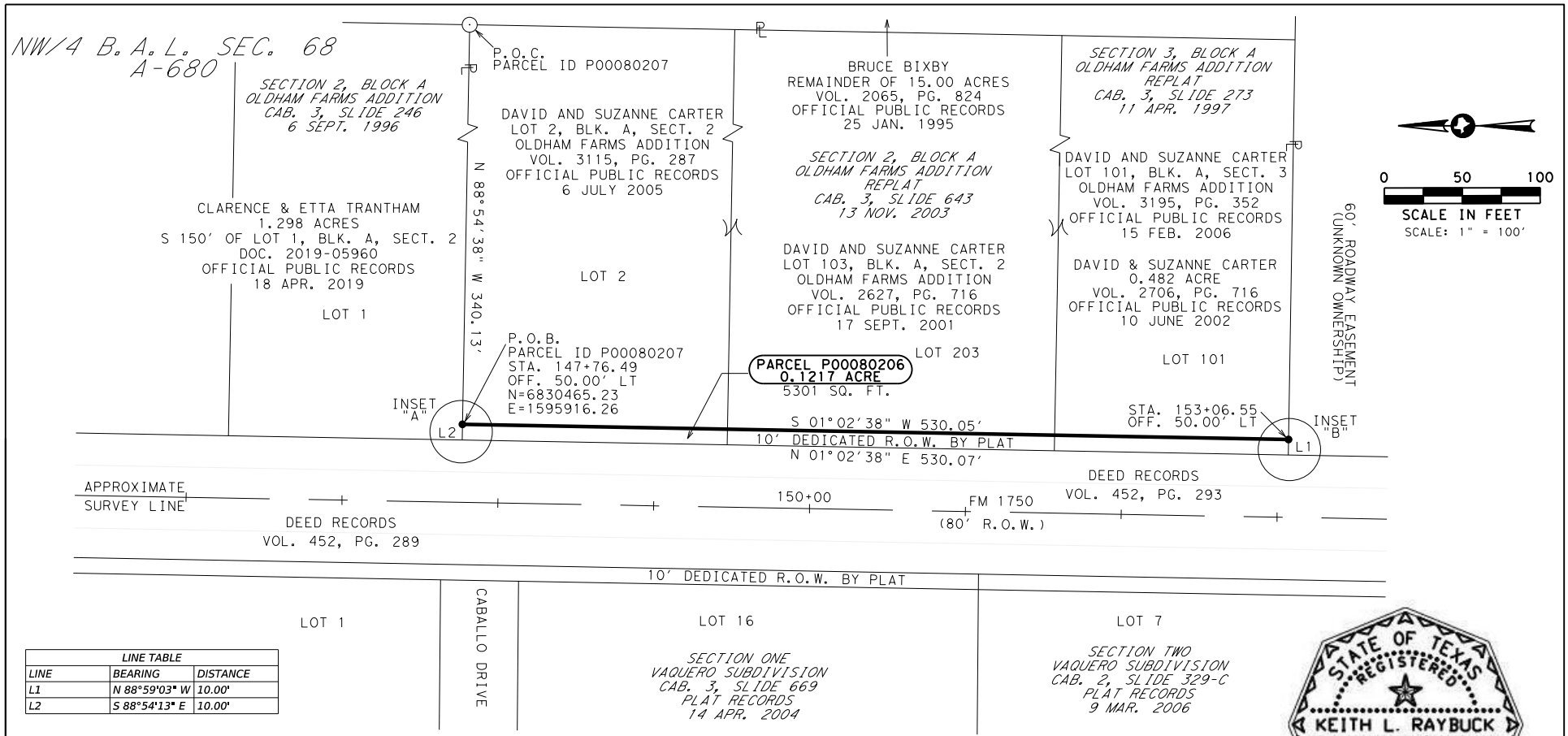
A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

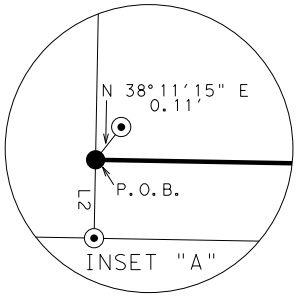
© 2024

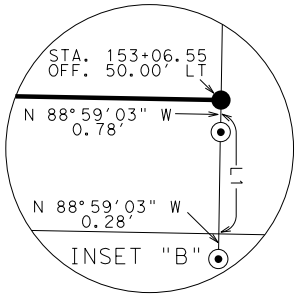
Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE:	SCALE:		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080207			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°59'03" W	10.00'
L2	S 88°54'13" E	10.00'





STATE OF TEXAS
REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL
LAND SURVEYOR

Keith L. Raybuck
7/15/2024

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⊙
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

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Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080207			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	4

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111) June 27, 2024
R.O.W. Project No.:
RCSJ: 1655-01-037
CCSJ: 1655-01-036

Property Description for Parcel P00080210

BEING 0.0556 acre of land in the Southwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 613, Taylor County, Texas, and being all of that 10 foot road dedication shown on the plat of Lot 1, Block A, Don Fite Addition, recorded in Cabinet 3, Slide 234, Plat Records, Taylor County, Texas, filed August 2, 1996. Said Lot 1 conveyed from Mark and Jamie Wiggins to Samuel and Kelsey Walker as recorded in Document No. 2021-19663, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), filed September 1, 2021. Said 0.0556 acre (2422 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar recovered for the northeast corner of Lot 1, a northwest corner of a 16.66-acre tract described in Document No. 2023-04058, O.P.R.T.C.T., and being on the south line of a 4.95-acre tract described in Volume 1786, Page 98, O.P.R.T.C.T.;

THENCE, North 89 degrees 01 minutes 44 seconds West with the north line of Lot 1, the south line of the 4.95-acre tract, the south line of a 1.38-acre tract described in Volume 1762, Page 334, O.P.R.T.C.T., and the south line of a 2.00-acre tract described in Volume 1642, Page 437 O.P.R.T.C.T., for a distance of 759.24 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER", set on the proposed east R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northeast corner of this parcel and being 50.00 feet left of centerline station 157+92.23 of FM 1750. Northing 6,829,449.66 Easting 1,195,897.75. From this point, a recovered 1/2-inch rebar bears North 89 degrees 01 minutes 44 seconds West at a distance of 0.51 feet;

1) THENCE, South 01 degrees 02 minutes 38 seconds West with the proposed east R.O.W. line of FM 1750, for a distance of 207.62 feet to a 4-inch bronze disk in concrete stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." (TxDOT Type II Monument) set 50.00 feet left of centerline station 160+00.00 of FM 1750;

2) THENCE, South 00 degrees 41 minutes 45 seconds West with the proposed east R.O.W. line of FM 1750, for a distance of 34.49 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the south line of Lot 1, the north line of a 4.01-acre tract described in Volume 2981, Page 163, O.P.R.T.C.T., for the southeast corner of this parcel and being 50.00 feet left of centerline station 160+34.64 of FM 1750;

3) THENCE, North 89 degrees 13 minutes 07 seconds West with the south line of Lot 1, the north line of the 4.01-acre tract, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750 for the southwest corner of Lot 1, the northwest corner of the 4.01-acre tract, and the southwest corner of this parcel. From this point, a recovered 3/8-inch rebar bears North 89 degrees 13 minutes 07 seconds West at a distance of 0.43 feet;

4) THENCE, North 00 degrees 41 minutes 45 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 1, for a distance of 34.50 feet to a point from which a recovered 3/8-inch rebar bears North 89 degrees 47 minutes 09 seconds West at a distance of 0.34 feet;

5) THENCE, North 01 degrees 02 minutes 38 seconds East with the existing east R.O.W. line of FM 1750, the west line of Lot 1, for a distance of 207.64 feet to a point for the northwest corner of Lot 1, the southwest corner of the 2.00-acre tract, and the northwest corner of this parcel. From this point, a recovered 3/8-inch rebar bears North 89 degrees 01 minutes 44 seconds West at a distance of 0.91 feet;

6) THENCE, South 89 degrees 01 minutes 44 seconds East with the north line of Lot 1, the south line of the 2.00-acre tract, for a distance of 10.00 feet, to the POINT OF BEGINNING and containing 0.0556 acre (2422 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

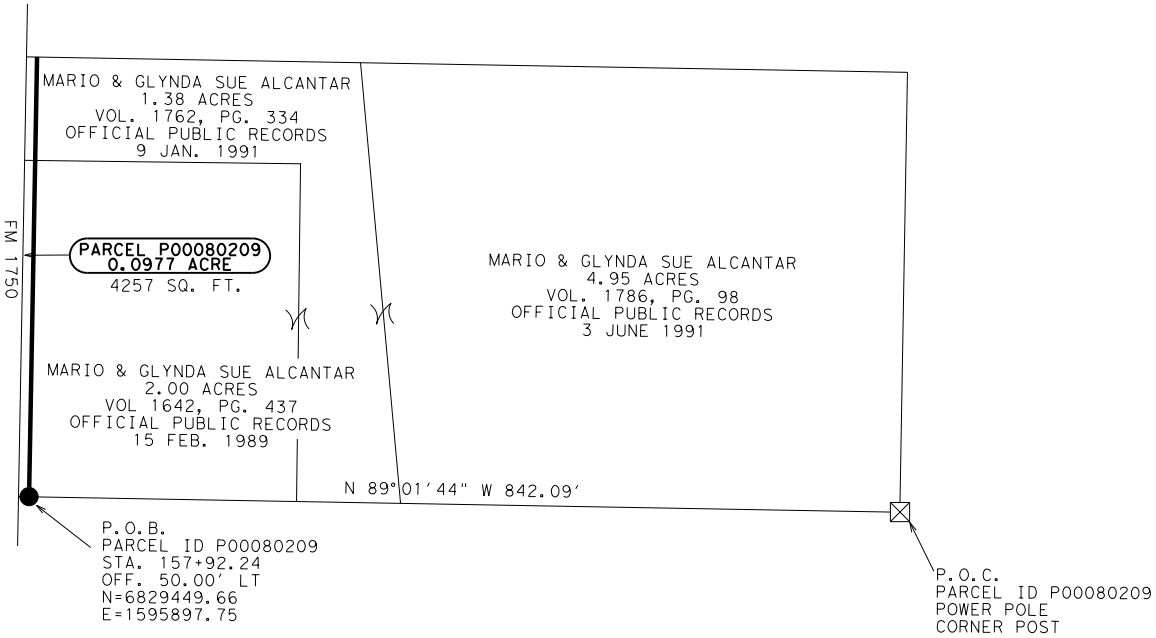
Keith L. Raybuck 7/15/2024

Keith L. Raybuck, R.P.L.S. Date
Texas Registration No. 5666

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800

PARENT TRACT INSET

(N.T.S.)



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
8.33	0.0977	8.232	

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⊙
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

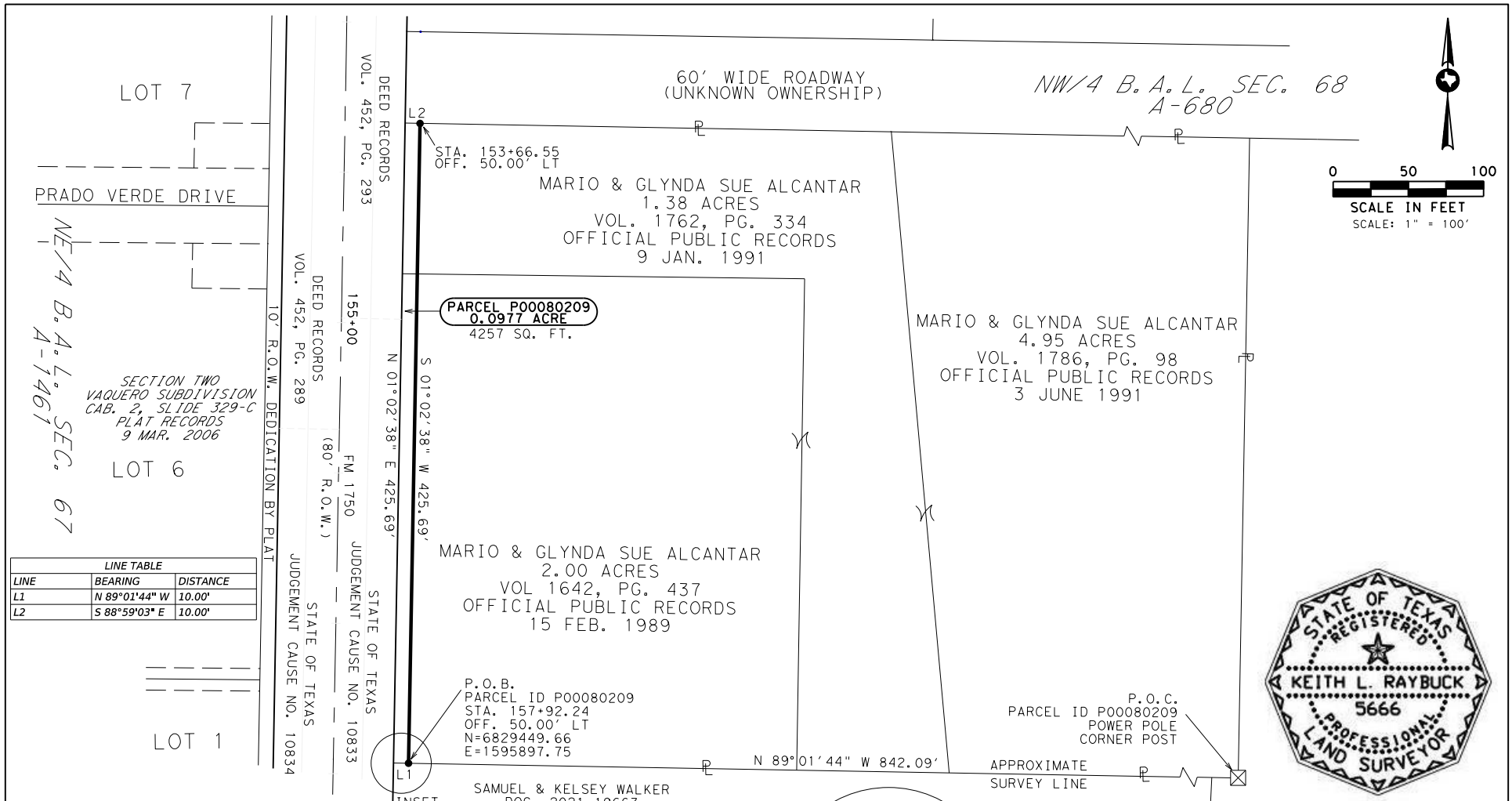
A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

© 2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883				HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'			FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080209				COUNTY
TEXAS					TAYLOR
DISTRICT	RCSJ	1655	01	037	PAGE NO.
ABL	CCSJ	1655	01	036	3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°01'44" W	10.00'
L2	S 88°59'03" E	10.00'

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⦿
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

© 2024

Keith L. Raybuck
7/15/2024

Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080209			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	4

Exhibit "A"

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111) July 2, 2024
R.O.W. Project No.:
RCSJ: 1655-01-037
CCSJ: 1655-01-036

Property Description for Parcel P00080212

BEING 0.3387 acre of land in the Southwest Quarter of the Blind Asylum Lands, Section 68, Abstract No. 613, Taylor County, Texas, and being all of that 10 foot right of way dedication shown on the plat of Lots 201 and 202, Block A, Oldham Lane Church of Christ Subdivision recorded in Cabinet 4, Slide 522, Plat Records, Taylor County, Texas, filed May 20, 2020, all of that 10 foot right of way dedication shown on the Replat of the Oldham Lane Church of Christ Addition recorded in Cabinet 4, Slide 282, Plat Records, Taylor County, Texas, filed July 8, 2016, and all of that 10 foot street dedication shown on the plat of Lot 1, Block A, Oldham Lane Church of Christ Addition recorded in Cabinet 3, Slide 211, Plat Records, Taylor County, Texas, filed March 8, 1996. Said 0.3387 acre (14754 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar recovered for the southeast corner of Lot 201, the northeast corner of a 4.00-acre tract as described in Document No. 2009-04264, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.) and being on the west line of Lot 1, Block A, Wylie ISD Oldham Lane Subdivision recorded in Cabinet 4, Slide 537, Plat Records, Taylor County, Texas, filed July 16, 2020;

THENCE, North 89 degrees 22 minutes 48 seconds West with the south line of Lot 201, the north line of 4.00-acre tract, for a distance of 820.34 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750, for the POINT OF BEGINNING at the southeast corner of this parcel and being 50.00 feet left of centerline station 177+41.24 of FM 1750. Northing 6,827,501.12 Easting 1,595,872.83.

1) THENCE, North 89 degrees 22 minutes 48 seconds West with the south line of Lot 201, the north line of the 4.00-acre tract, for a distance of 10.00 feet to a point on the existing east R.O.W. line of FM 1750, for the southwest corner of Lot 201, the northwest corner of the 4.00-acre tract, and the southwest corner of this parcel;

2) THENCE, North 00 degrees 41 minutes 45 seconds East with the west line of the Oldham Lane Church of Christ Subdivision for a distance of 1475.26 feet to a point on the existing east R.O.W. line of FM 1750, for the northwest corner of Lot 202, the southwest corner of a 4.01-acre tract as described in Volume 2981, Page 163, O.P.R.T.C.T., and the northwest corner of this parcel. From this point, a recovered 1/2-inch rebar with cap marked "H&T" bears South 89 degrees 16 minutes 05 seconds East at a distance of 0.43 feet;

3) THENCE, South 89 degrees 16 minutes 05 seconds East with the north line of Lot 202, the south line of the 4.01-acre tract, for a distance of 10.00 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "TX DEPT TRANSPORTATION PROPERTY CORNER" set on the proposed east R.O.W. line of FM 1750, for the northeast corner of this parcel and being 50.00 feet left of centerline station 162+65.99 of FM 1750;

4) THENCE, South 00 degrees 41 minutes 45 seconds West with the proposed east R.O.W. line of FM 1750 for a distance of 1475.24 feet, to the POINT OF BEGINNING and containing 0.3387 acre (14754 square feet) of land;

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Keith L. Raybuck

7/15/2024

Keith L. Raybuck, R.P.L.S.
Texas Registration No. 5666

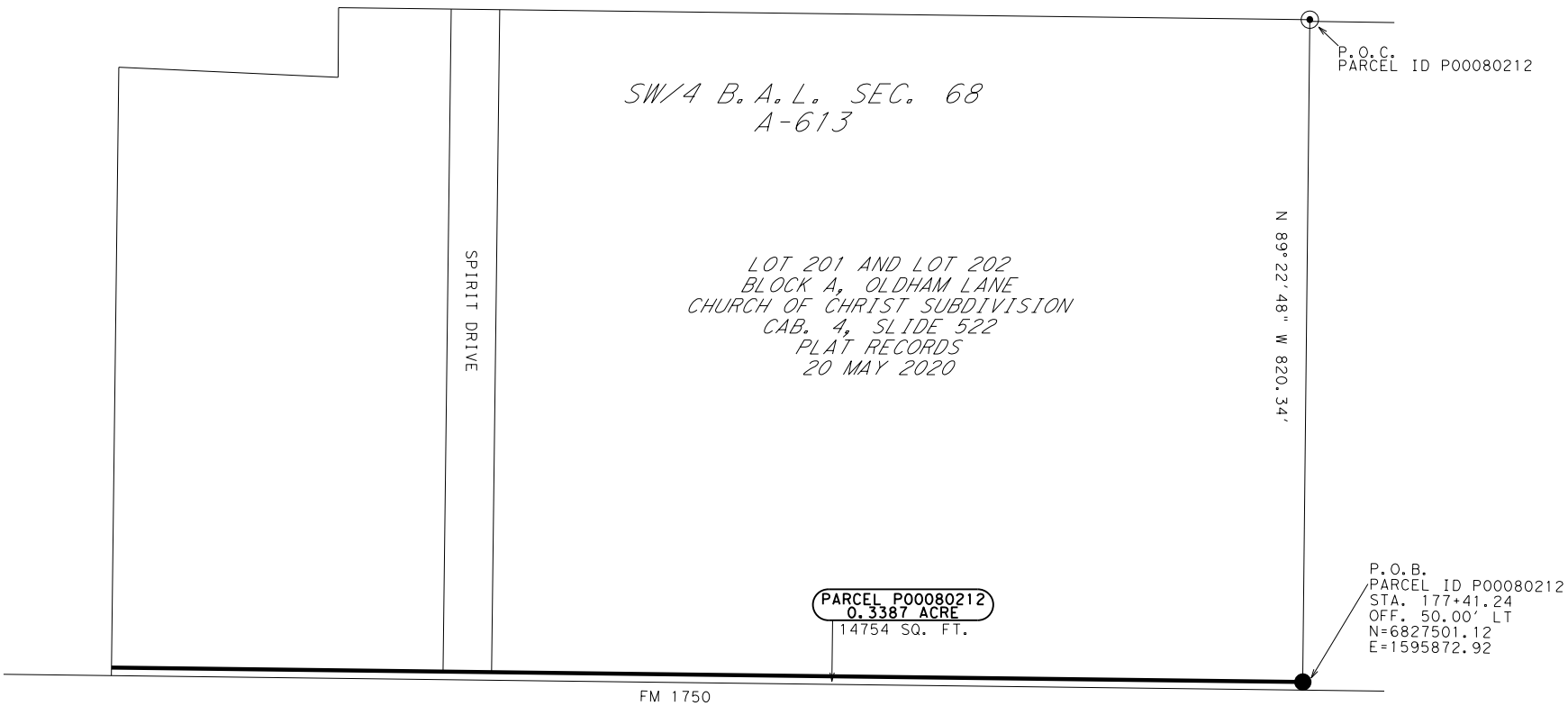
Date

STATE OF TEXAS
REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL
LAND SURVEYOR

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800

PARENT TRACT INSET

(N.T.S.)



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
27.39	0.3387	27.0513	

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⊙
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

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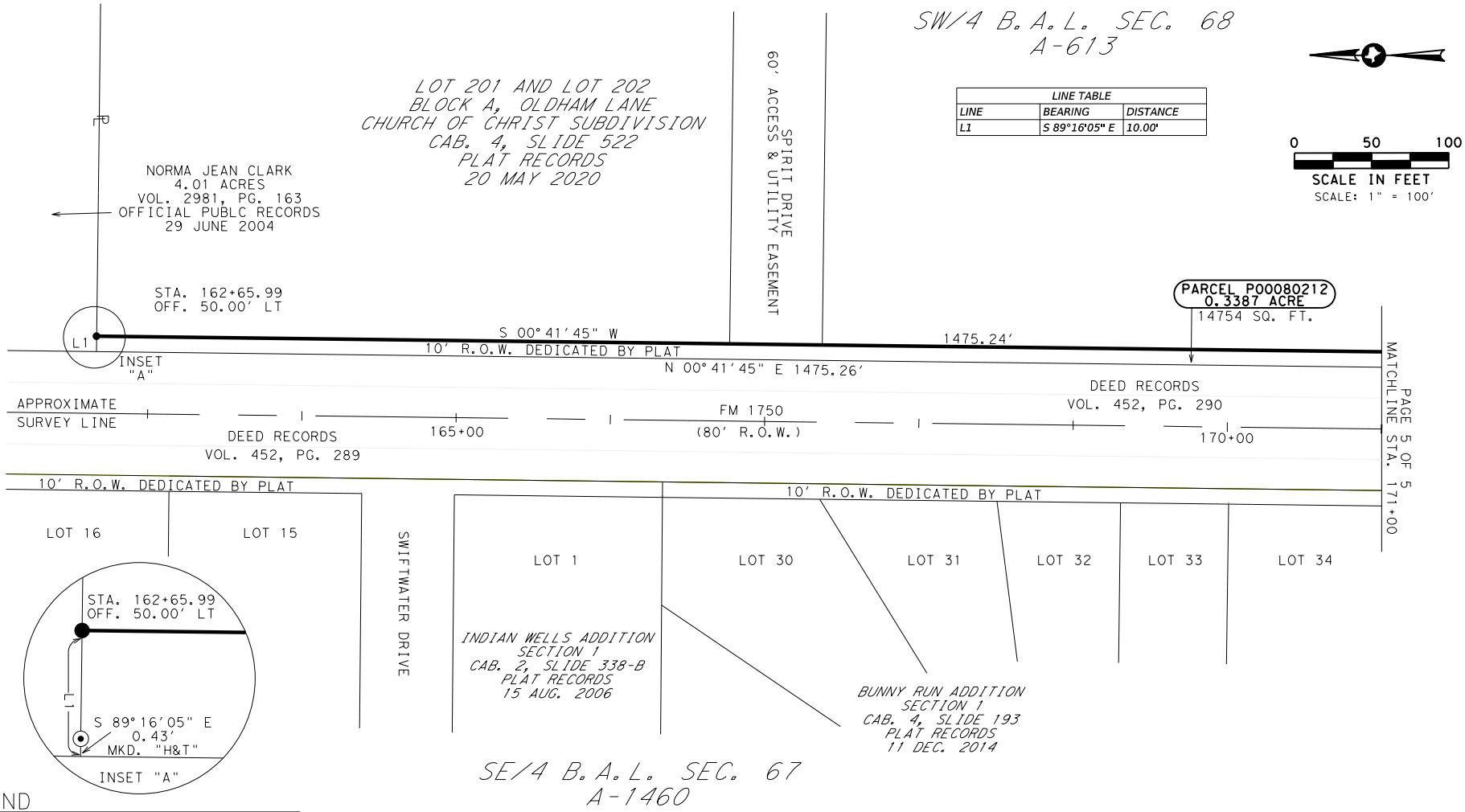
Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883				HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'			FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080212				COUNTY
TEXAS					TAYLOR
DISTRICT	RCSJ	1655	01	037	PAGE NO.
ABL	CCSJ	1655	01	036	3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°16'05" E	10.00'

LEGEND

EXISTING ROW	
PROPERTY LINE	
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⊙
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

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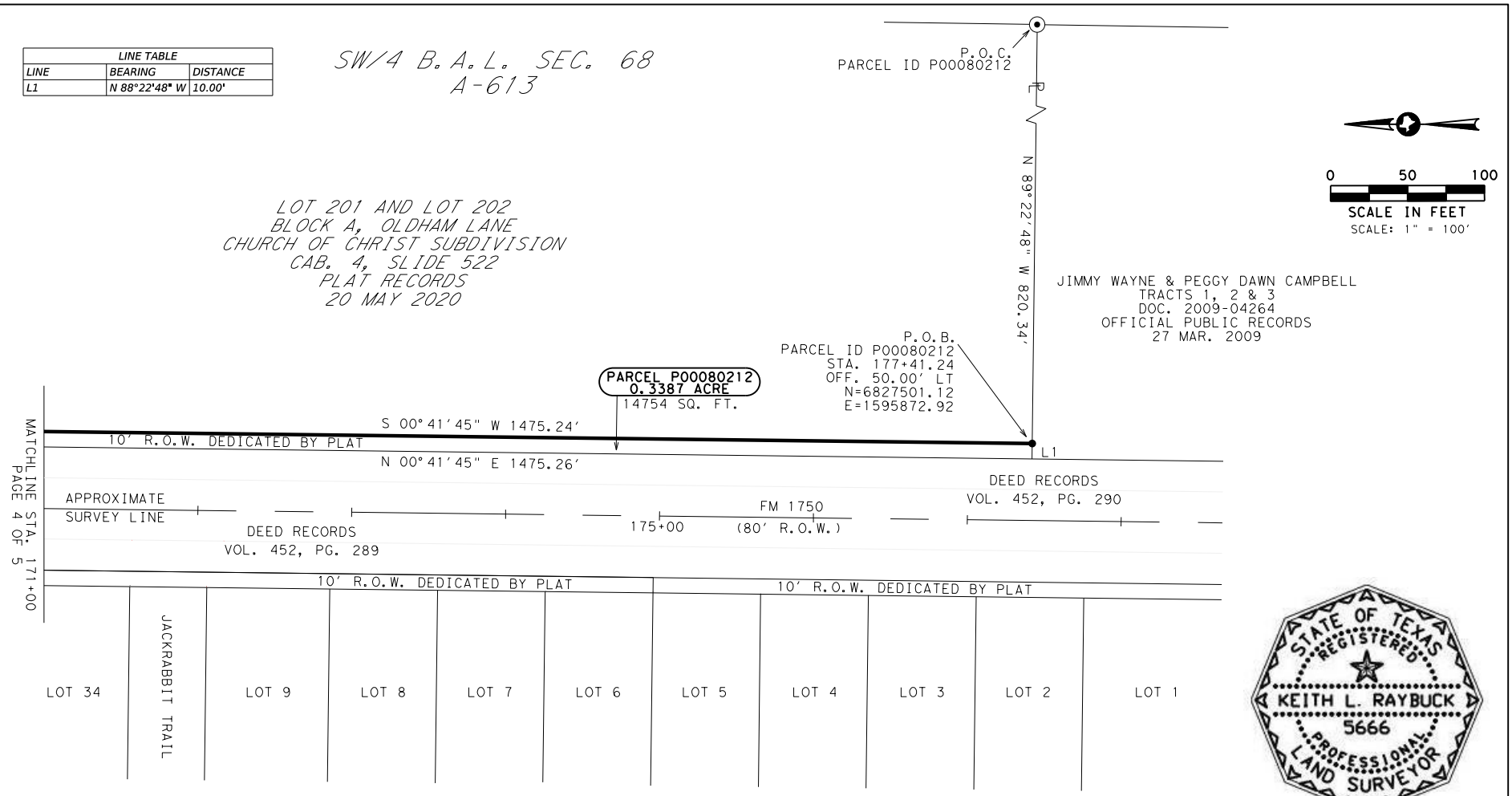
Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080212			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ	1655	01	037	PAGE NO.
ABL	CCSJ	1655	01	036	4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°22'48" W	10.00'



STATE OF TEXAS
REGISTERED
KEITH L. RAYBUCK
5666
PROFESSIONAL
LAND SURVEYOR

Keith L. Raybuck
7/15/2024

LEGEND

EXISTING ROW	
PROPERTY LINE	
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⊙
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"

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Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080212			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	5

Exhibit "A"

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111) July 2, 2024
R.O.W. Project No.:
RCSJ: 1655-01-037
CCSJ: 1655-01-036

Property Description for Parcel P00080215

BEING 0.0184 acre of land in the Southeast Quarter of the Blind Asylum Lands, Section 67, Abstract No. 1461, Taylor County, Texas, and being out of Lot 35, Section 2, Bunny Run Addition as shown on plat recorded in Cabinet 4, Slide 243, Plat Records, Taylor County, Texas, filed October 13, 2015. Said 0.0184 acre (802 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar with cap stamped "J&M BOUNDARY" recovered on the north R.O.W. line of Hardison Ln., for the southwest corner of Lot 35, the southeast corner of a 2.42-acre tract as described in Volume 3144, Page 546, Official Public Records, Taylor County, Texas;

THENCE, South 89 degrees 31 minutes 56 seconds East with the north R.O.W. line of Hardison Ln., the south line of Lot 35, for a distance of 379.88 feet to a 4-inch bronze disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." set in concrete (TxDOT Type II Monument) on the proposed west R.O.W. line of FM 1750 for the POINT OF BEGINNING at the southwest corner of this parcel and being 80.00 feet right of centerline station 184+13.23 of FM 1750. Northing 6,826,830.76 Easting 1,595,734.68.

1) THENCE, North 45 degrees 34 minutes 55 seconds East with the proposed west R.O.W. line of FM 1750, for a distance of 56.68 feet to a TxDOT Type II Monument set on the existing west R.O.W. line of FM 1750 for the north corner of this parcel and being 40.00 feet right of centerline station 183+73.07 of FM 1750;

2) THENCE, South 00 degrees 41 minutes 45 seconds West with the east line of Lot 35, for a distance of 40.00 feet to a point at the intersection of the north R.O.W. line of Hardison Ln. and the west R.O.W. line of FM 1750, for the southeast corner of Lot 35, and the southeast corner of this parcel;

3) THENCE, North 89 degrees 31 minutes 56 seconds West with the north R.O.W. line of Hardison Ln., the south line of Lot 35, for a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.0184 acre (802 square feet) of land;

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.:
RCSJ: 1655-01-037
CCSJ: 1655-01-036

July 2, 2024

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

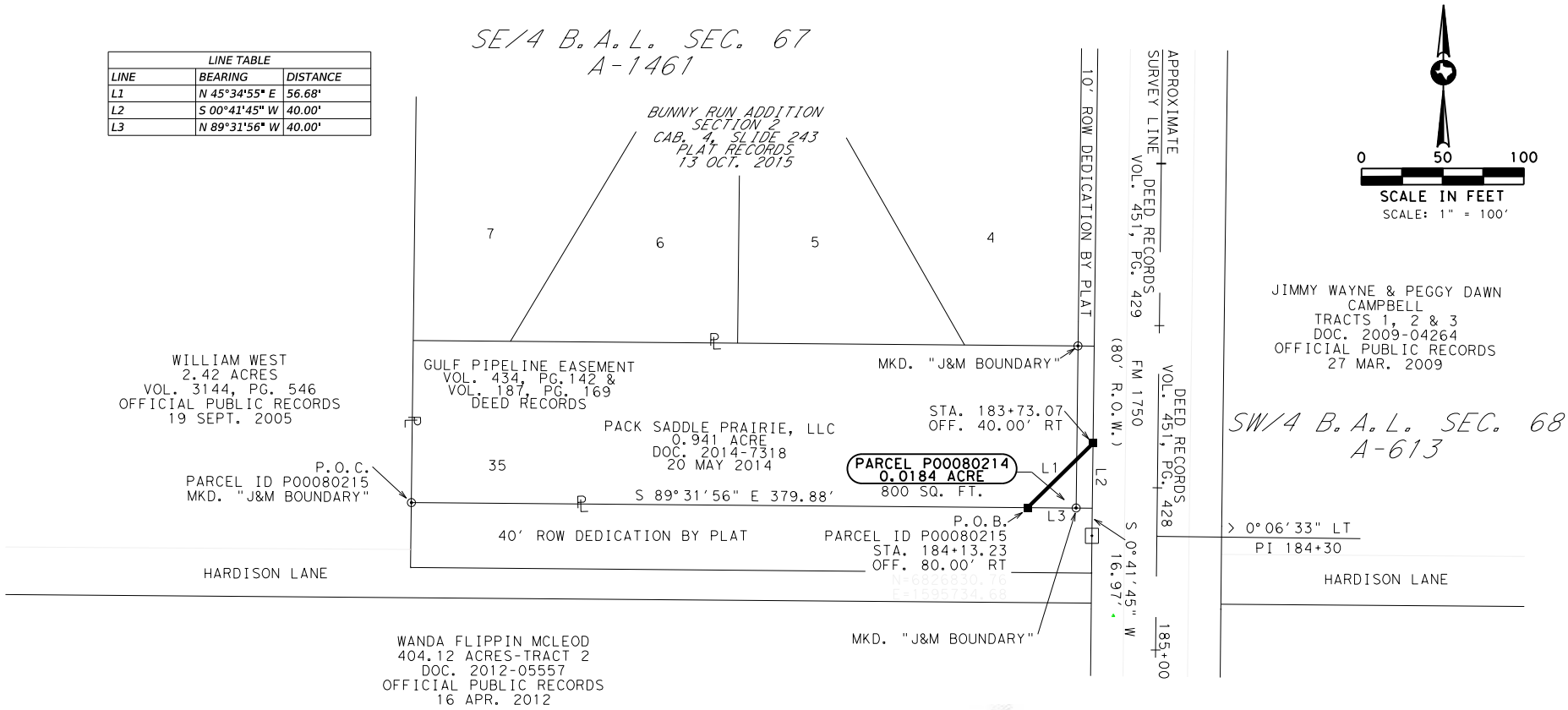
I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Keith L. Raybuck 7/15/2024

Keith L. Raybuck, R.P.L.S. Date
Texas Registration No. 5666

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 45°34'55" E	56.68'
L2	S 00°41'45" W	40.00'
L3	N 89°31'56" W	40.00'



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
0.941	0.0184		0.9226

LEGEND

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- SURVEY LINE
- CENTER LINE
- FENCE
- EASEMENT LINE
- FEE HOOK
- POINT OF COMMENCING — P.O.C.
- POINT OF BEGINNING — P.O.B.
- SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
- SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"
- FOUND AS NOTED
- RECOVERED TYPE I R.O.W. MARKER
- RECOVERED 1/2" REBAR
- RECOVERED 3/8" REBAR
- CONTROL POINT

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

STATE OF TEXAS REGISTERED KEITH L. RAYBUCK 5666 PROFESSIONAL LAND SURVEYOR

Keith L. Raybuck

7/15/2024

EXHIBIT "A"

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Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE: 7/12/24	SCALE: 1"=100'		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080215			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	3

Exhibit "A"

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.:
RCSJ: 1655-01-037
CCSJ: 1655-01-036

July 2, 2024

Property Description for Parcel P00080219

BEING 0.0184 acre of land in the Northeast Quarter of the Lunatic Asylum Lands, Section 14, Abstract No. 639, Taylor County, Texas, and being out of Lot 1, Block A, Section 1, Colonial Hills, a 5.98-acre tract conveyed from Brian and Martha Carr to Brookshire Wells, LLC recorded in Document No. 2020-14015, Official Public Records, Taylor County, Texas, filed August 5, 2020. Section 1, Colonial Hills Subdivision recorded in Cabinet 3, Slide 501, Plat Records, Taylor County, Texas, filed March 31, 2001. Said 0.0184 acre (802 square feet) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar recovered on the south R.O.W. line of Colony Hill Rd. for the northwest corner of Lot 1 and the northeast corner of Lot 13, Block A, Section 1, Colonial Hills Subdivision;

THENCE, South 89 degrees 44 minutes 05 seconds East with the south R.O.W. line of Colony Hill Rd., the north line of Lot 1, for a distance of 495.97 feet to a 4-inch bronze disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W" set in concrete (TxDOT Type II Monument) on the proposed west R.O.W. line of FM 1750 for the POINT OF BEGINNING at the northwest corner of this parcel and being 80.00 feet right of centerline station 237+87.96 of FM 1750. Northing 6,821,456,.46 Easting 1,595,671.16.

1) THENCE, South 89 degrees 44 minutes 05 seconds East with the south R.O.W. line of Colony Hill Rd., the north line of Lot 1, for a distance of 40.00 feet to a point at the intersection of the south R.O.W. line of Colony Hill Rd. and the existing west R.O.W. line of FM 1750, for the northeast corner of Lot 1 and the northeast corner of this parcel;

2) THENCE, South 00 degrees 40 minutes 01 seconds West with the existing west R.O.W. line of FM 1750, the east line of Lot 1, for a distance of 1.65 feet to a TxDOT Type I Monument recovered for an angle point in this parcel;

3) THENCE, South 00 degrees 48 minutes 15 seconds West with the existing west R.O.W. line of FM 1750, the east line of Lot 1, for a distance of 38.35 feet to a TxDOT Type II Monument set on the existing west R.O.W. line of FM 1750, the east line of Lot 1, for the south corner of this parcel and being 40.00 feet right of centerline station 238+27.78 of FM 1750;

4) THENCE, North 44 degrees 28 minutes 05 seconds West with the proposed west R.O.W. line of FM 1750 for a distance of 56.30 feet to the POINT OF BEGINNING and containing 0.0184 acre (802 square feet) of land;

County: Taylor
Highway: FM 1750
Limits: From Industrial Blvd. To 1200' South of Colony Hill Rd. (CR 111)
R.O.W. Project No.:
RCSJ: 1655-01-037
CCSJ: 1655-01-036

July 2, 2024

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by the combined scale factor of 1.00014. Unit of measure is U.S. Survey Foot.

Date of Survey: January 2024 through May 2024

A parcel plat of even date was prepared in conjunction with this property description.

I, Keith L. Raybuck, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

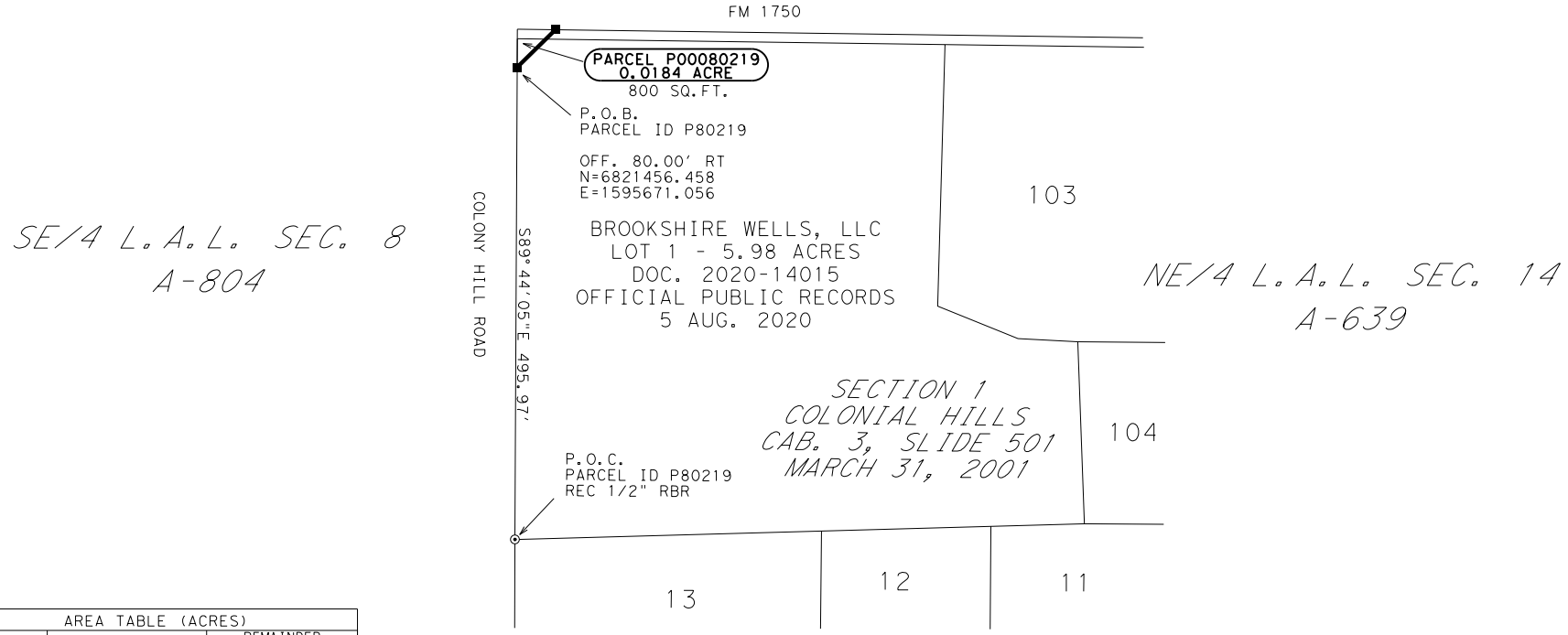
Keith L. Raybuck 7/15/2024

Keith L. Raybuck, R.P.L.S. Date
Texas Registration No. 5666

Texas Department of Transportation
Abilene District
4250 North Clack Street
Abilene, Texas 79601
Phone: (325) 676 – 6800

PARENT TRACT INSET

(N.T.S.)



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
5.98	0.0184		5.962

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⦿
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

EXHIBIT "A"
PAGE 3 OF 4

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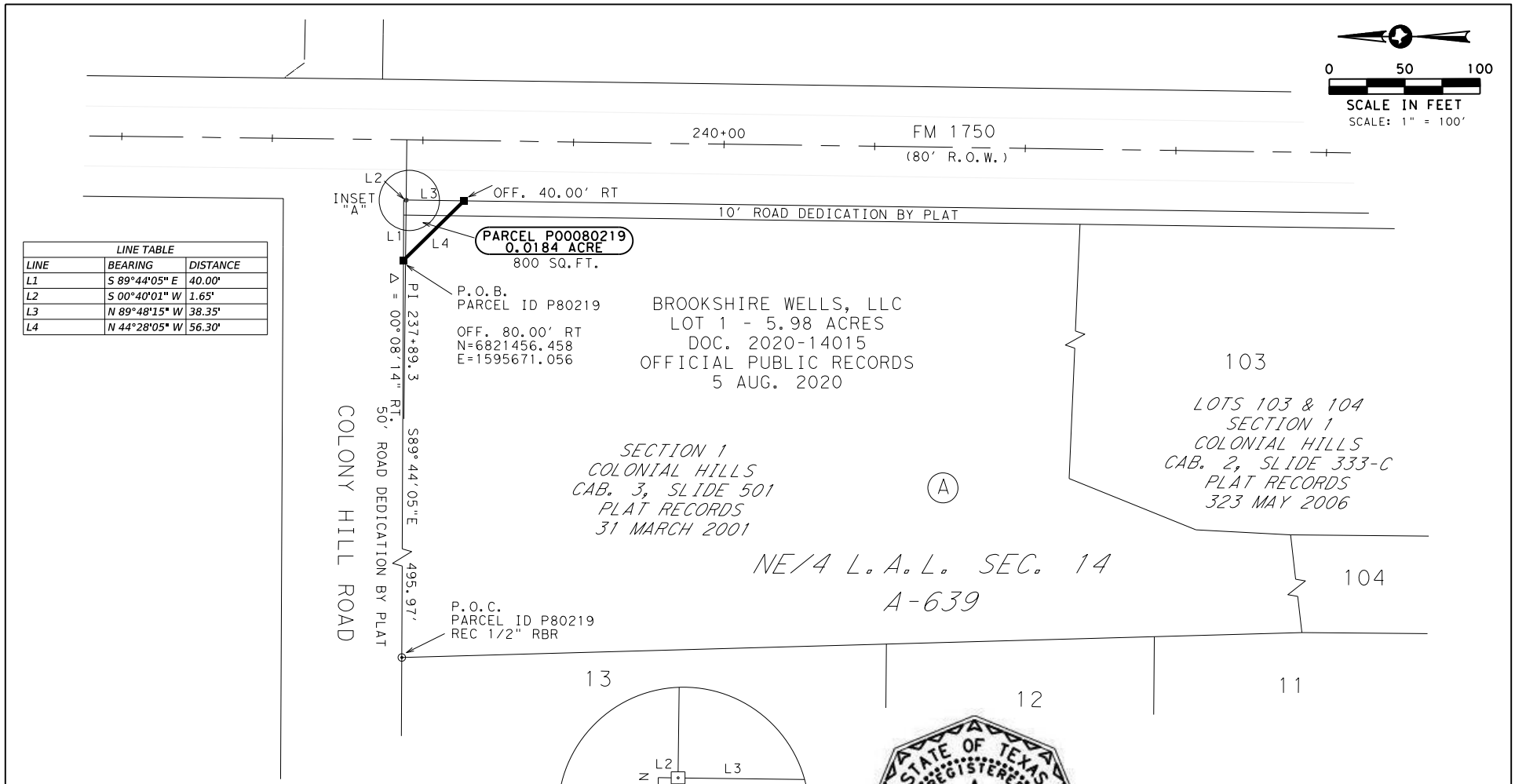
Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883				HIGHWAY NO.
6	DATE:	SCALE:			FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080219				COUNTY
TEXAS					TAYLOR
DISTRICT	RCSJ	1655	01	037	PAGE NO.
ABL	CCSJ	1655	01	036	3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°44'05" E	40.00'
L2	S 00°40'01" W	1.65'
L3	N 89°48'15" W	38.35'
L4	N 44°28'05" W	56.30'

LEGEND

EXISTING ROW	
PROPERTY LINE	PL
PROPOSED ROW	
SURVEY LINE	
CENTER LINE	
FENCE	
EASEMENT LINE	
FEE HOOK	Z
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 4" BRONZE DISK IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."	■
SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "TX DEPT TRANSPORTATION PROPERTY CORNER"	●
FOUND AS NOTED	⊠
RECOVERED TYPE I R.O.W. MARKER	⊡
RECOVERED 1/2" REBAR	⦿
RECOVERED 3/8" REBAR	⊙
CONTROL POINT	▲

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014. UNIT OF MEASURE IS U.S. SURVEY FEET

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A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

STATE OF TEXAS REGISTERED KEITH L. RAYBUCK 5666 PROFESSIONAL LAND SURVEYOR

Keith L. Raybuck
7/15/2024

EXHIBIT "A"
PAGE 4 OF 4

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Texas Department of Transportation

FHWA DIVISION	PROJECT NO. R00011883			HIGHWAY NO.
6	DATE:	SCALE:		FM 1750
STATE	PARCEL PLAT SHOWING PARCEL ID P00080219			COUNTY
TEXAS				TAYLOR
DISTRICT	RCSJ 1655	01	037	PAGE NO.
ABL	CCSJ 1655	01	036	4

ZONING NOTIFICATION RESPONSE FORM CASE #: TC-2024-02

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:	N/A	Your Name:	CLARK NORMA JEAN	I am in favor of the request ☐
Requestor's Property Zoning:	N/A	Your Property Address:	4649 OLDHAM LN	
Requestor's Proposed Zoning:	N/A	Your Parcel ID:	20921	I am opposed to the request ☒

Signature:

SEP 30 PM 1:44

planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: TC-2024-02

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:	N/A	Your Name:	LAZAROFF DANIEL & LINDSAY	I am in favor of the request ☐
Requestor's Property Zoning:	N/A	Your Property Address:	5165 BUNNY RUN	
Requestor's Proposed Zoning:	N/A	Your Parcel ID:	1005219	I am opposed to the request ☒

DCT 3 AM 9:39

Signature:

THOROUGHFARE ABANDONMENT REQUEST

Case:	TC-2024-02
Applicant:	City of Abilene
Request:	Abandon certain portions of R.O.W. along Oldham Lane (F.M. 1750).
Notification:	0 in Favor, 2 Opposed
Planning & Zoning:	October 1, 2024
City Council Hearing:	October 17, 2024
	November 7, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP 1

Aerial Map

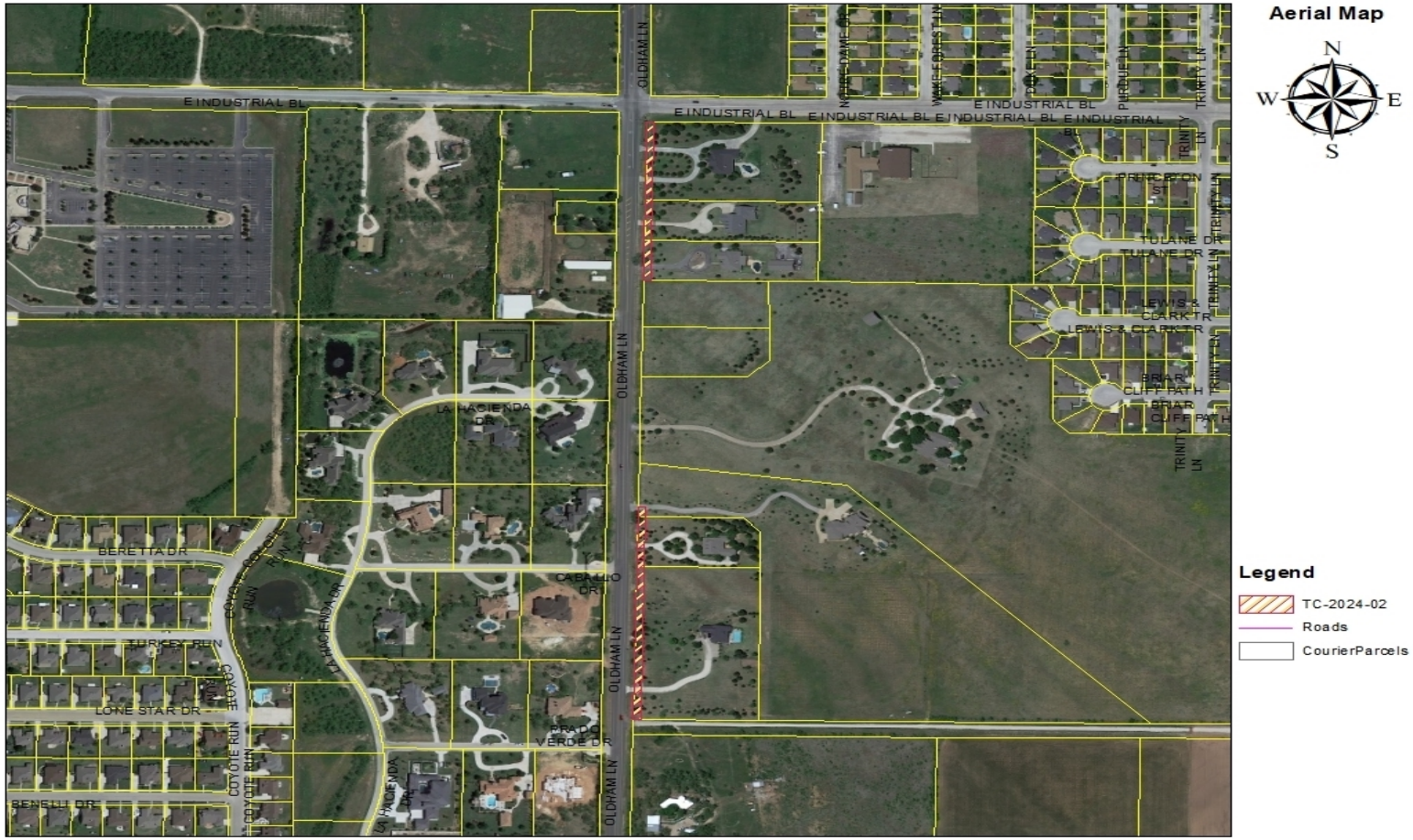
N
W E
S

Legend

- TC-2024-02
- Roads
- CourierParcels

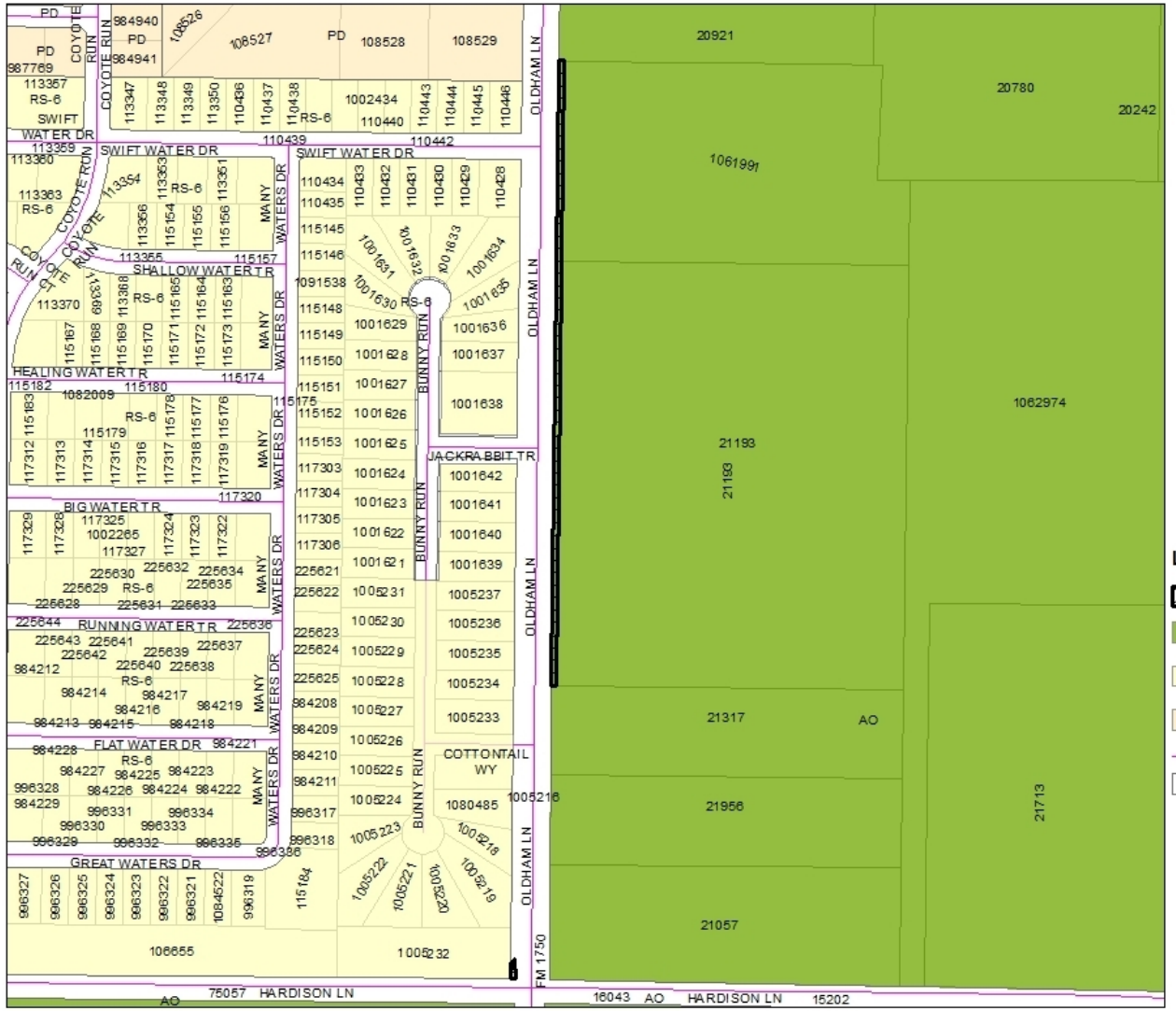
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP 2



CITY OF ABILENE TEXAS

ZONING MAP



Zoning Map

N
W E
S

Arterial

Legend

- TC-2024-02
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- PD: Planned Development
- Roads
- CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

Subject Property

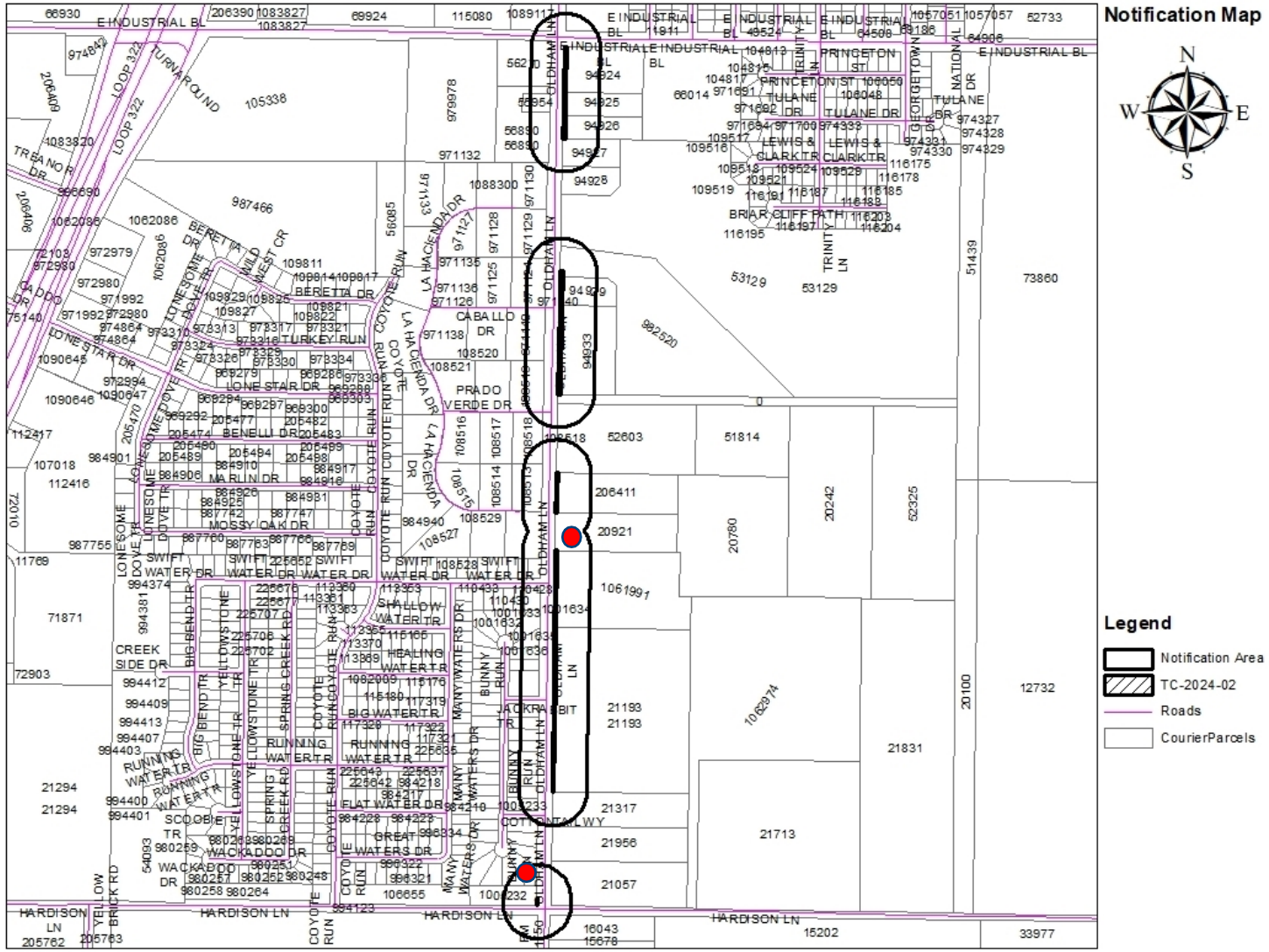
Subject property

Subject Property Hardison

Subject Property E. Industrial Blvd.

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

2- Opposed-

0.58% Opposed

CITY OF ABILENE TEXAS

FINDINGS & RECOMMENDATION

- The purpose of the request is to abandon rights-of-way held by the City of Abilene to allow TxDOT to begin proceedings to purchase the said rights-of-ways in order to make improvements to F.M. 1750.
- The Development Review Committee reviewed this request and had no comments.

P&Z recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **21. Ordinance (First Reading) Z-2024-27: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Law Firm of Chaile Allen, PLLC, to Change the Zoning of Approximately 0.49 Acres from Central Business to Planned Development District 189 to Allow the Outdoor Storage of Freight Containers, Located At 633 and 641 Pecan Street, Abilene, Texas *(Tim Littlejohn)***

GENERAL INFORMATION

The owner proposes to rezone the subject property allow freight containers as a principal use. The owner will be using the containers to store materials used for his metal fabrication/mechanic shop at 809 South 7th Street.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to site plan and plat approval before freight containers are stored on the subject property.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request with the following conditions:

An opaque fence will be all around the property
The fence height will be a minimum of 7'.
The freight containers will be set at grade with nothing stacked on top.

ATTACHMENTS:

1. Ordinance
2. Staff Report Z-2024-27
3. Presentation Z-2024-27

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 17th day of October 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 13th day of September 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 7th day of November 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 7th day of November, 2024.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

Exhibit A

Page 2.

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

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the Land Development Code of the City of Abilene except as otherwise specifically provided herein.

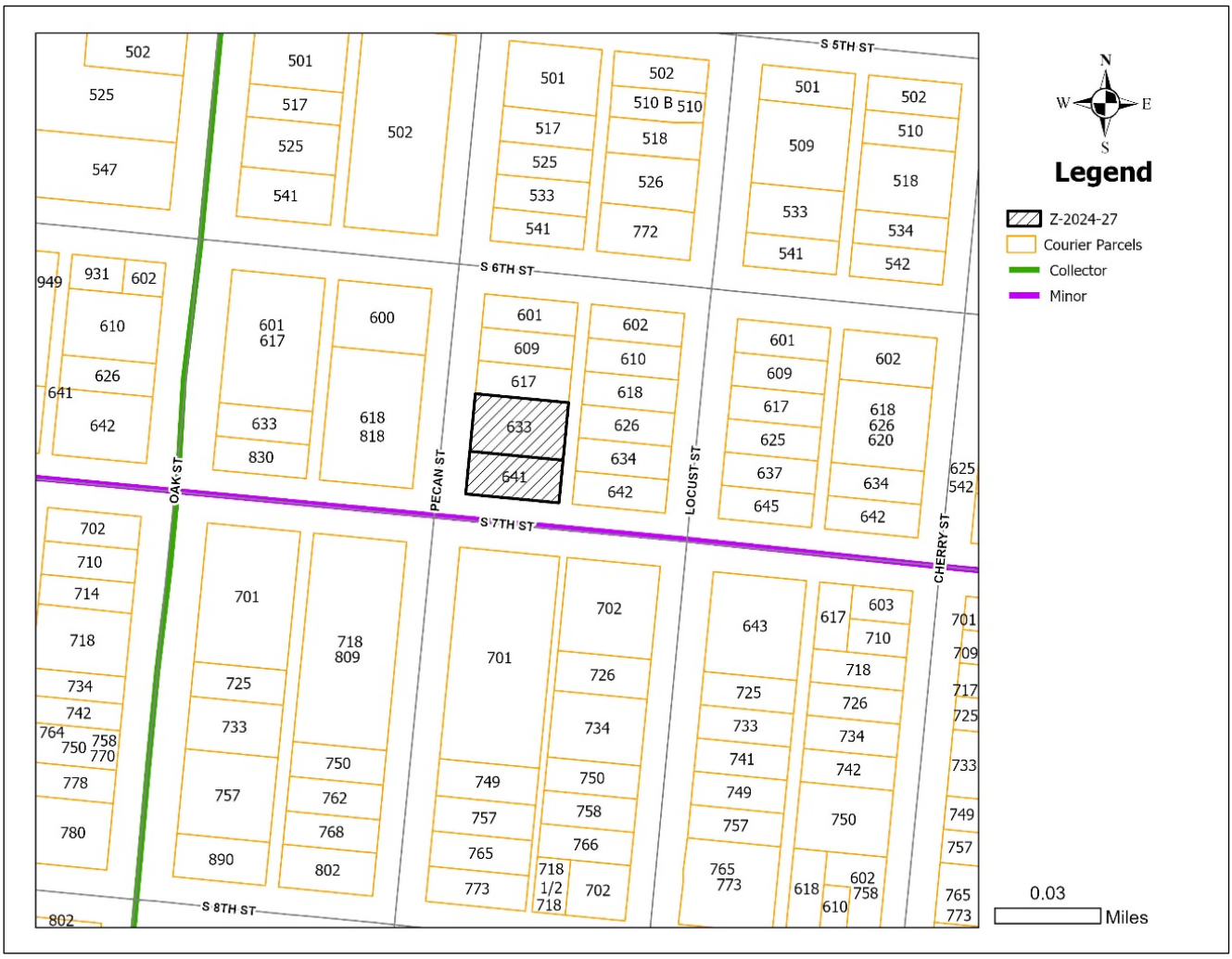
PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries from Central Business (CB) to Planned Development (PDD-189) District, subject to the specific modifications set out in Part 7 below.

Exhibit A

Page 3.

PART 5: Legal Description. The legal description of this Planned Development District is as follows: Lots 7-9, Block 131, Original Town Abilene, Abilene, Taylor County, Texas.



Location: 633 and 641 Pecan Street

PART 6: Purpose. The purpose of this Planned Development District is to allow freight containers as a principal use.

PART 7. Specific Modifications. The use and development of land and buildings in this Planned Development District shall generally be subject to requirements of the Central Business (CB) zoning classification, except as modified below:

A. Permitted Uses:

In addition to uses ordinarily allowed within Central Business (CB) District, Freight Containers shall be permitted as a principal use:

1. For the purpose of this ordinance, the term "Freight Container" shall be construed to mean "Any structure or storage receptacle designed or built and generally intended for the shipment or transportation of products or goods, which shall not include trucks, trailers, or rail cars."

B. Screening Requirements:

1. Freight containers shall be screened on all street frontages, including the adjoining alley, and the north property line by an opaque fence with a minimum height of seven feet (7').

C. Freight Container Limitations:

1. The number and locations of permitted freight containers on this site shall be limited to the locations shown on the Planned Development Concept Plan.
2. Freight containers shall not be stacked or have any other materials stacked on top of any container.
3. Freight containers shall set "at grade" and may not be elevated.

D. Planned Development Concept Plan.

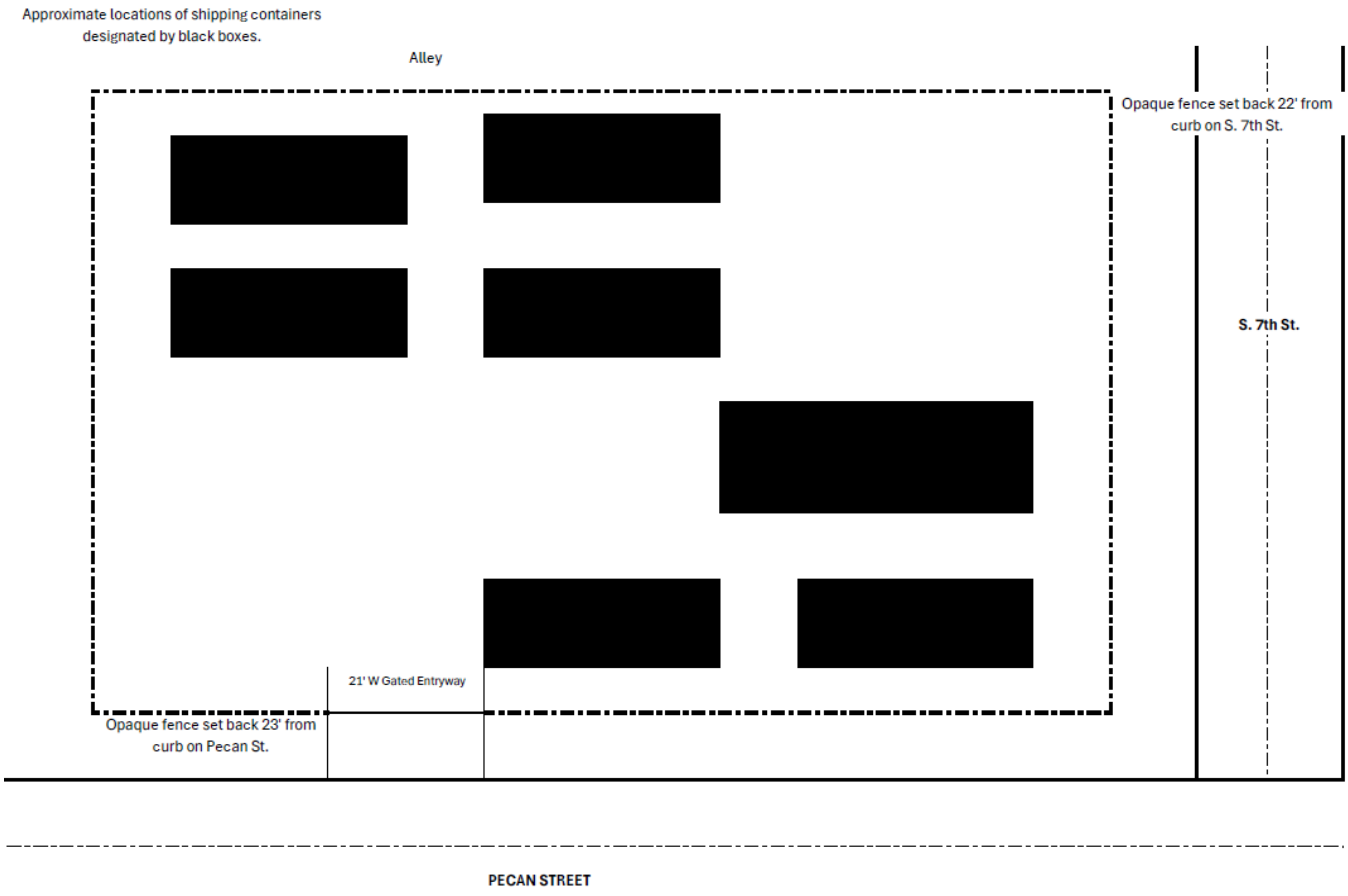
The use and development of the subject property shall be governed by the following Planned Development Concept Plan:

ORDINANCE NO. _____

Exhibit A

Page 5.

Planned Development Concept Plan



-END-

ZONING CASE Z-2024-27
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: October 1, 2024
City Council 1st Reading: October 17, 2024
City Council 2nd Reading: November 7, 2024

Applicant
Owner: Richard Books
Agent: Chaile Allen

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 0.49 acres from Central Business to Planned Development District 189 (PDD-189) to allow the outdoor storage of freight containers.

Location
Legal description being Lots 7-9, Block 131, Original Town Abilene, Abilene, Taylor County, Texas. Located at 633 and 641 Pecan Street.

Background
The owner proposes to rezone the subject property allow freight containers as a principal use. The owner will be using the containers to store materials used for his metal fabrication/mechanic shop at 809 South 7th Street.

Zoning, Existing and Proposed Land Use
Properties to the north, east, and west are all zoned Central Business (CB). Properties south across South 7th Street are zoned Heavy Commercial (HC).

Single-family residential uses are located immediately north and east of the subject property. Commercial uses are located south and west of the subject property.

The applicant requests a Planned Development (PDD-189) to allow freight container storage as the principal use of the property. The owner has indicated that his long-term plan is to expand his fabrication business located at 809 South 7th Street to this property and to build a new warehouse. The current request, as submitted and advertised, would not allow either use because the CB district does not allow either use and PDD-189 does specify either use. A PD Amendment is required to allow those uses.

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 Future Land Use Map (FLUM) of the Comprehensive Plan recommends Central Business District for the subject property and that the property be used for residential, financial, commercial, governmental, professional, cultural, and related activities.

Freight containers are allowed as an accessory use on commercially zoned properties but not in the CB zoning district. The proximity of commercially zoned properties which allow freight containers as well as the intend of the Comprehensive Plan make the use of freight containers as primary use a transitional non intensive use to have next to 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 use would be compatible with the existing uses located west and south of the subject property. The storage of freight containers would have minimal impact on the neighborhood to the north and east in terms of traffic, noise, and the intensity of the use. However, the freight containers are required to be screed from the public right-of-way and the adjacent properties to minimize the visual impact on the area.

If this request is approved, the applicant will be required to submit a site plan that demonstrates that all applicable LDC requirements will be satisfied before freight containers can be stored on the subject property.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
The subject property has access to all required utilities.

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

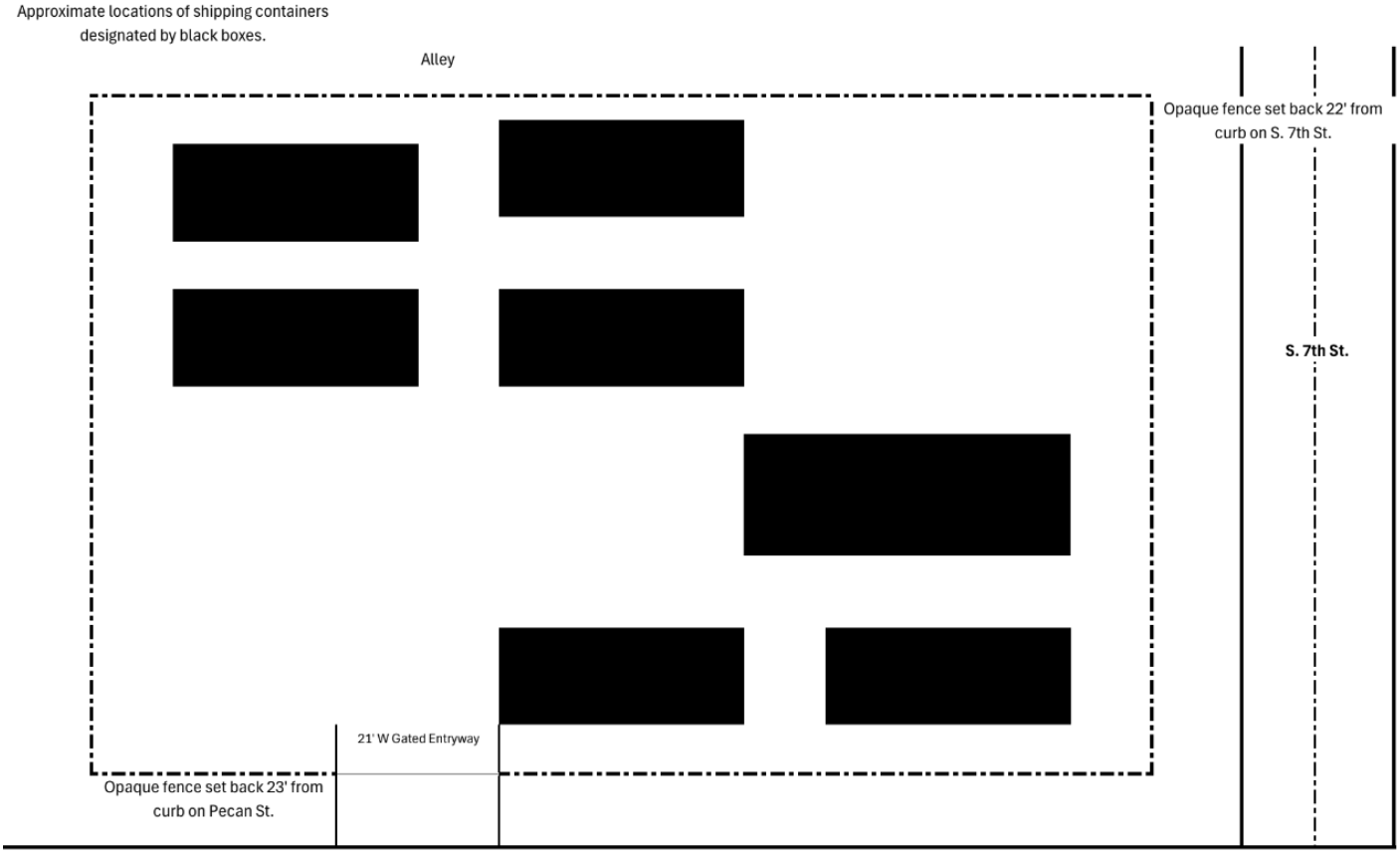
P&Z Recommendation (7-0 vote)

The Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. The submitted Planned Development Concept Plan;
2. The site being screened on all sides, including the alley, by an opaque fence that has a minimum height of seven feet.
3. Freight containers shall be limited to the numbers and locations shown on the Planned Development Concept Plan;
4. Freight shall be set “at grade” and cannot be elevated above grade.
5. Freight containers may not be stacked or be used to stack any other items.

Attachments

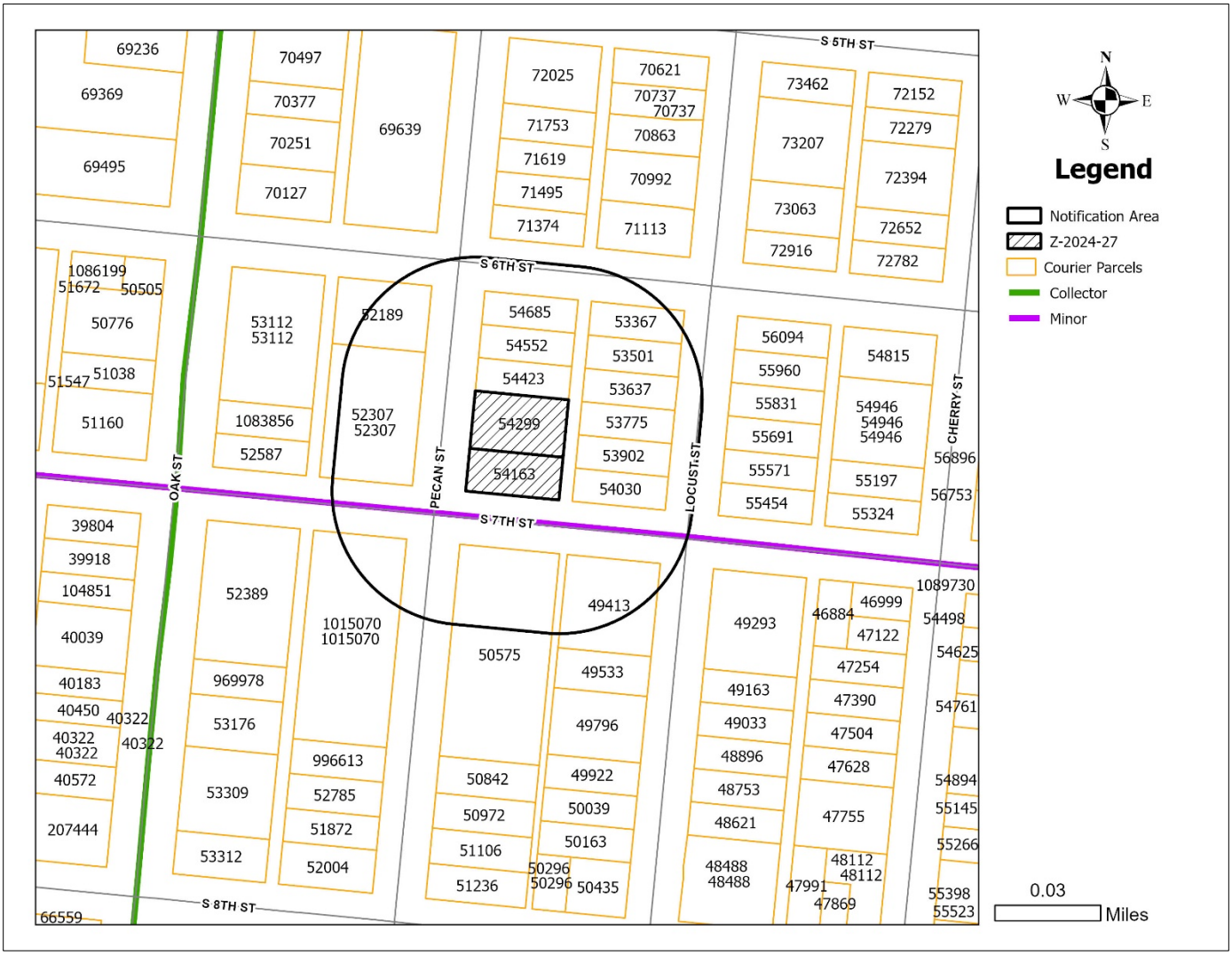
- Proposed Planned Development Concept Plan


Approximate locations of shipping containers designated by black boxes.
Alley
Opaque fence set back 22' from curb on S. 7th St.
S. 7th St.
21' W Gated Entryway
Opaque fence set back 23' from curb on Pecan St.

NOTIFICATIONS

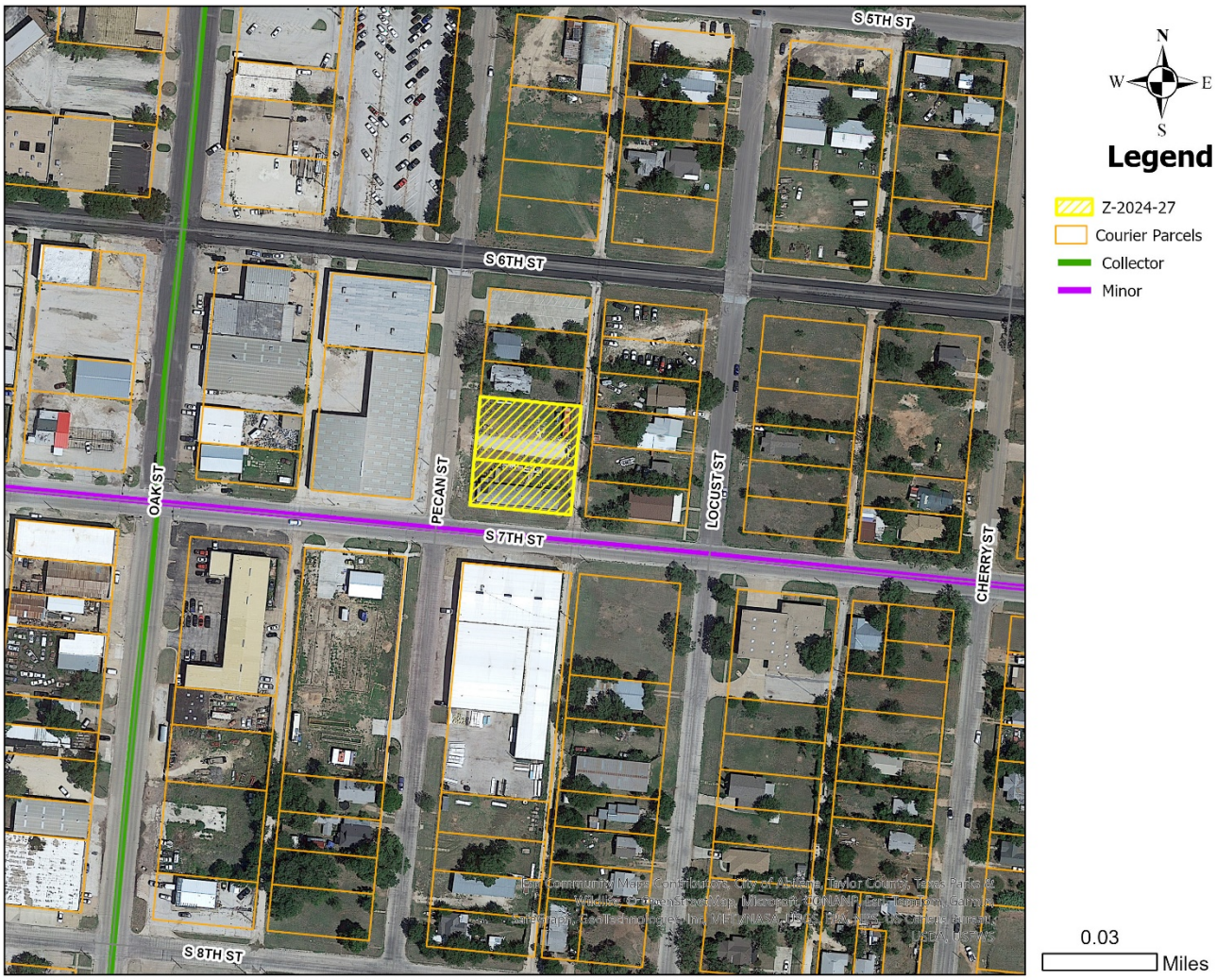
Legend:
O- Opposed
F- In Favor

Owner	Situs	Property ID	Response
WHOLESALERS PROPERTY CO LLC	702 LOCUST ST	49413	
WHOLESALERS PROPERTY CO LLC	701 PECAN ST	50575	
TAYLOR COUNTY	600 PECAN ST	52189	
PHILLIPS DAVID	618 PECAN ST	52307	
PHILLIPS DAVID	818 S 7TH ST	52307	
KEY CITY SEPTIC SERVICE INC	602 LOCUST ST	53367	
KEY CITY SEPTIC SERVICE INC	610 LOCUST ST	53501	
DENNEY MICHAEL R &	618 LOCUST ST	53637	
BAUCUM PAULETTE ANNA	626 LOCUST ST	53775	
MONSIVAIZ ANNA MARIE	634 LOCUST ST	53902	
LOCUST CHURCH OF CHRIST	642 LOCUST ST	54030	
JIMENEZ DANIEL GONZALES	617 PECAN ST	54423	
JIMENEZ DANIEL GONZALES	609 PECAN ST	54552	
TAYLOR COUNTY	601 PECAN ST	54685	
ABILENE INDUSTRIAL SERVICES INC	718 PECAN ST	1015070	
ABILENE INDUSTRIAL SERVICES INC	809 S 7TH ST	1015070	

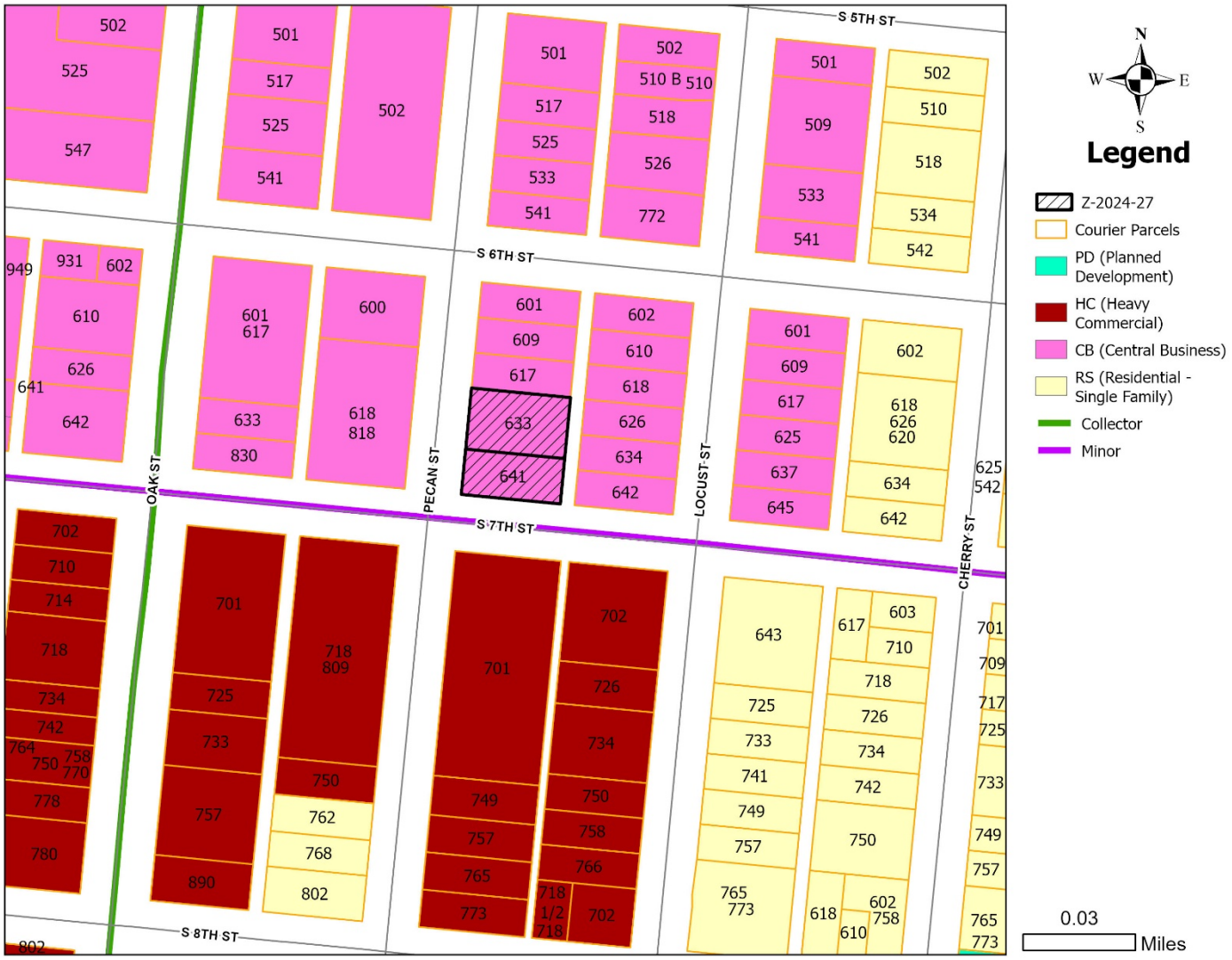


Case # Z-2024-27
September 23, 2024

LOCATION MAP



ZONING MAP



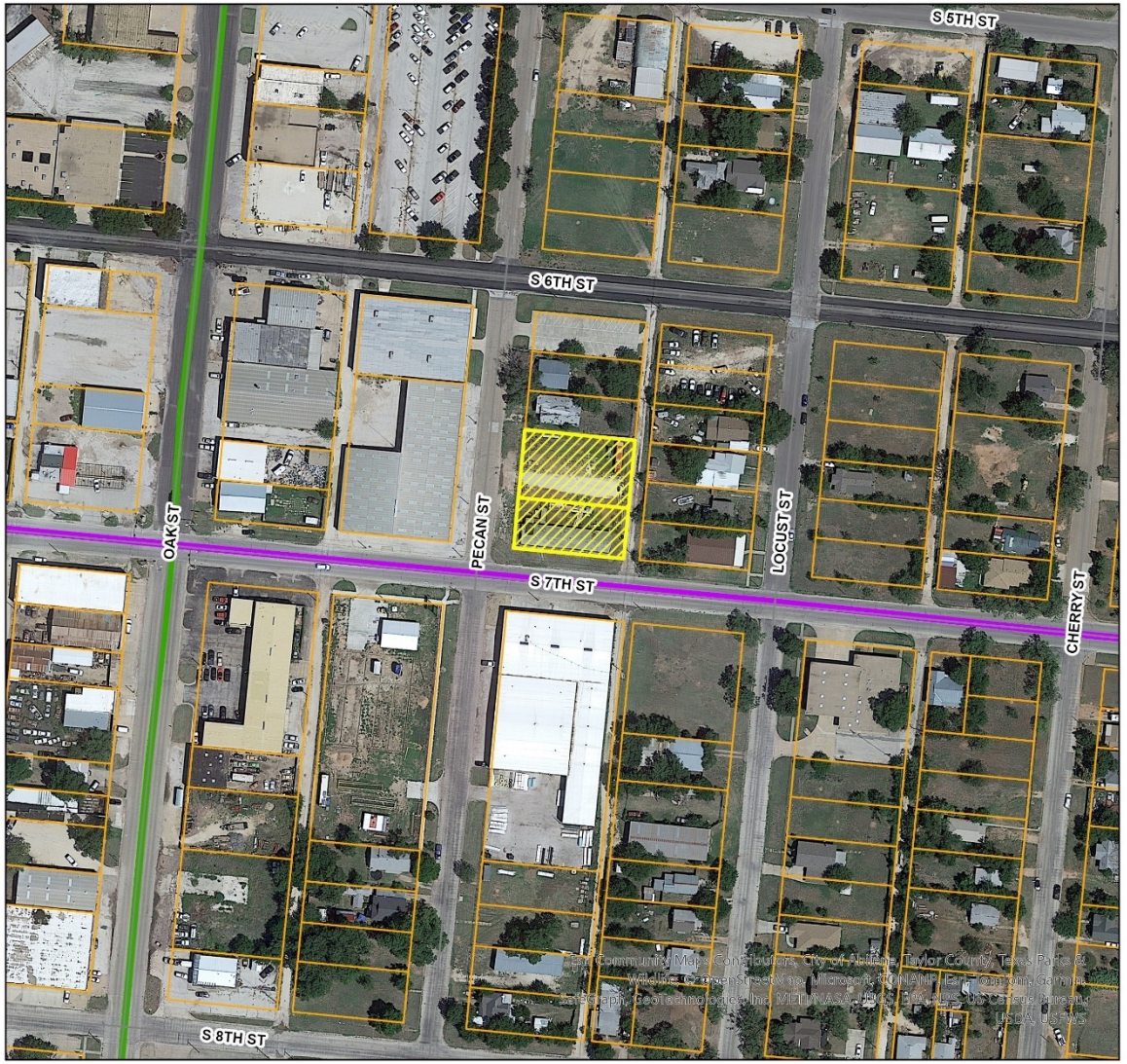
Case # Z-2024-27
September 23, 2024

REZONE REQUEST

Case:	Z-2024-27
Agent:	Chaile Allen
Requests:	Change the zoning of approximately 0.49 acres from Central Business to Planned Development District 189 to allow the outdoor storage of freight containers.
Location:	633 and 641 Pecan Street
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	October 1, 2024
Council Hearing:	October 17, 2024
	November 7, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

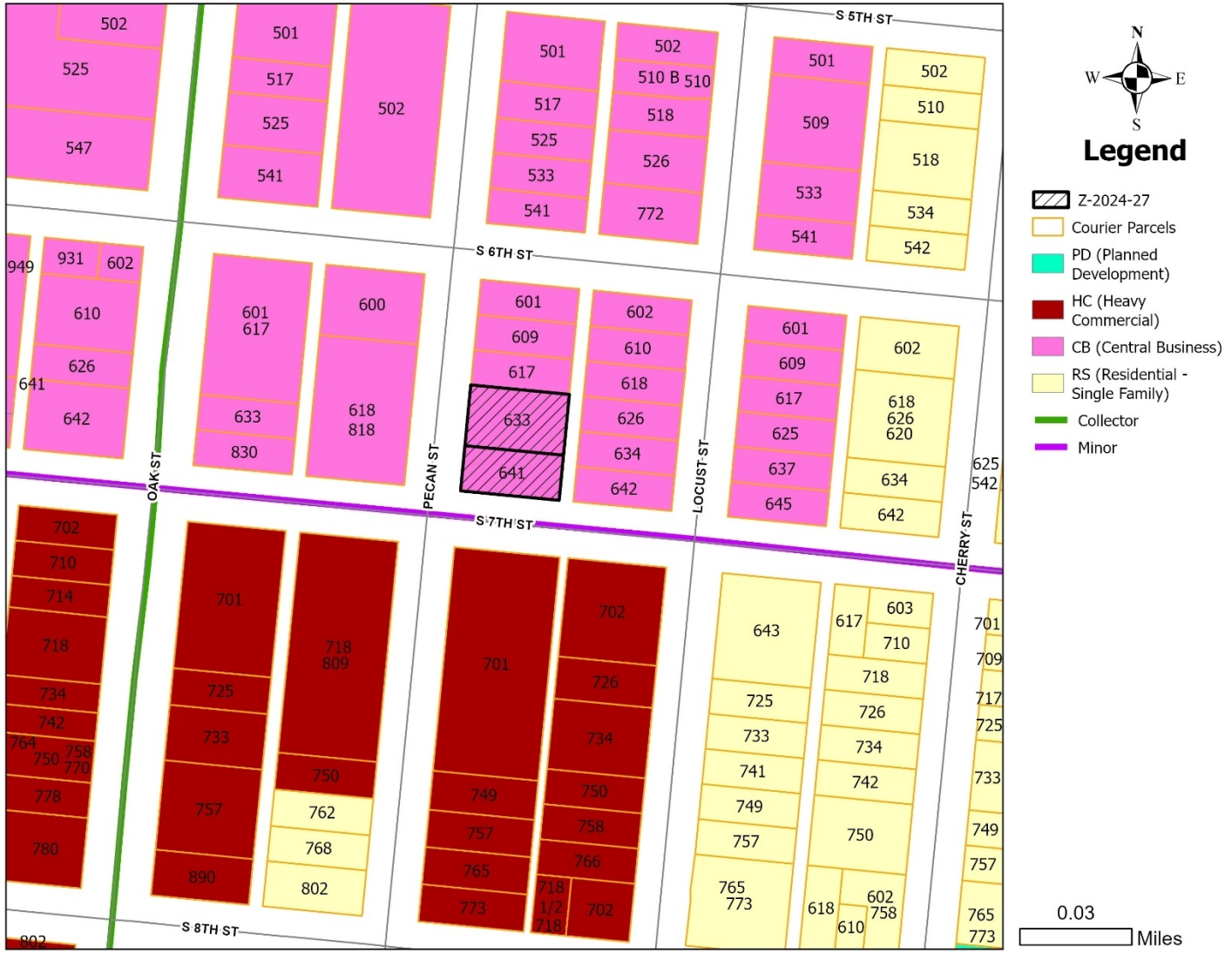
Legend

- Z-2024-27
- Courier Parcels
- Collector
- Minor

0.03 Miles

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

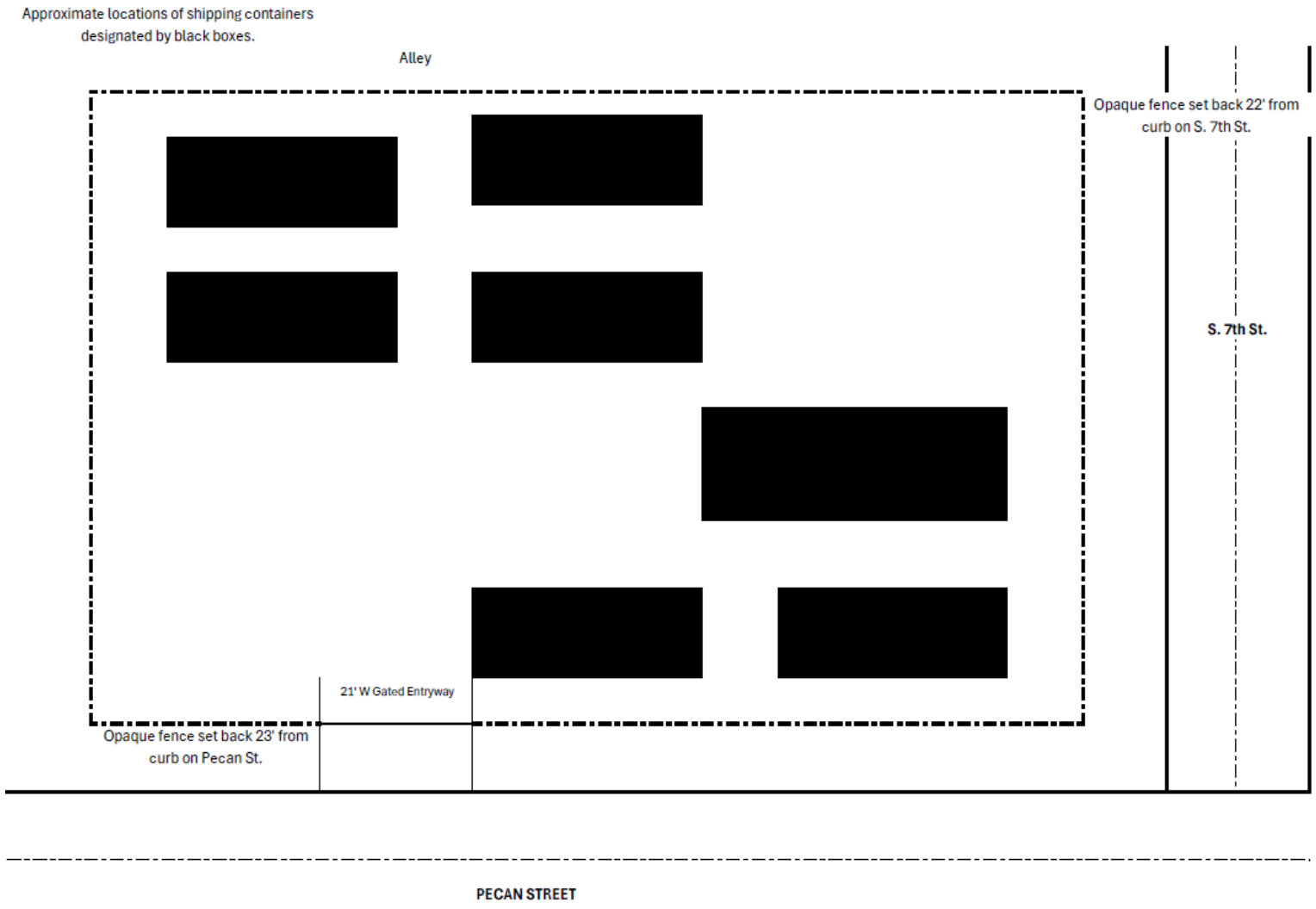
PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF
ABILENE
TEXAS

Concept Plan



CITY OF ABILENE TEXAS

USES IN CENTRAL BUSINESS ZONING

RESIDENTIAL USES:

P	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Institutional
P	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
C	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Fuel Sales
P	Garage Sale
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	Subdivision Sales Office (Temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

P	Funeral Home/ Mortuary/Morgue
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Storage - Self-Service Units
C	Tattoo Parlor*
P	Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – RETAIL USES:

P	ATM's, Self-Serve Kiosks, and Similar Facilities
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)

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

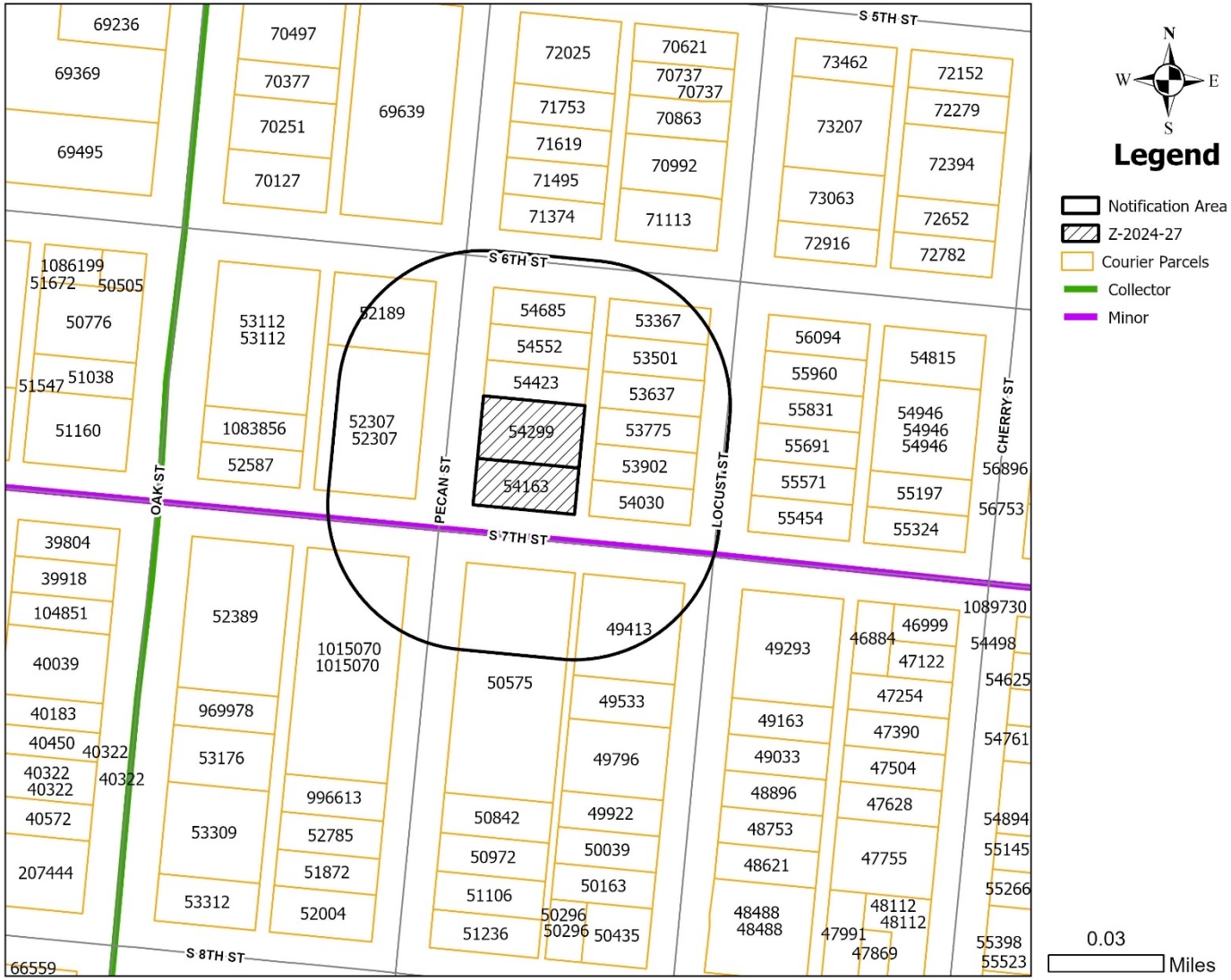
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Public Utility Facility

CITY OF ABILENE TEXAS

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



0 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS

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.

CITY OF ABILENE TEXAS

RECOMMENDATIONS

P&Z Recommendation: **Approval** subject to the following conditions:

1. The submitted Planned Development Concept Plan;
2. The site being screened on all sides, including the alley, by an opaque fence that has a minimum height of seven feet.
3. Freight containers shall be limited to the numbers and locations shown on the Planned Development Concept Plan;
4. Freight shall be set “at grade” and may not be elevated above grade.
5. Freight containers may not be stacked or be used to stack any other items.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **22. Ordinance (First Reading) Z-2024-28: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.30 Acres from Residential Single-Family (RS-6) to Heavy Commercial (HC), Located at 602 & 610 N 16th Street *(Tim Littlejohn)***

GENERAL INFORMATION

The owner proposes to rezone the subject property to expand the existing business located at 1602 North Treadaway Boulevard to allow the use of freight container to store material/equipment associated with the business. The existing storage structures have been used there since approximately 2003

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance Z-2024-28
2. Staff Report Z-2024-28
3. Application
4. 630 N 16th St -Opposition
5. Presentation Z-2024-28

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 17th day of October 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 13th day of September, 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 7th day of November, 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 7th day of November 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

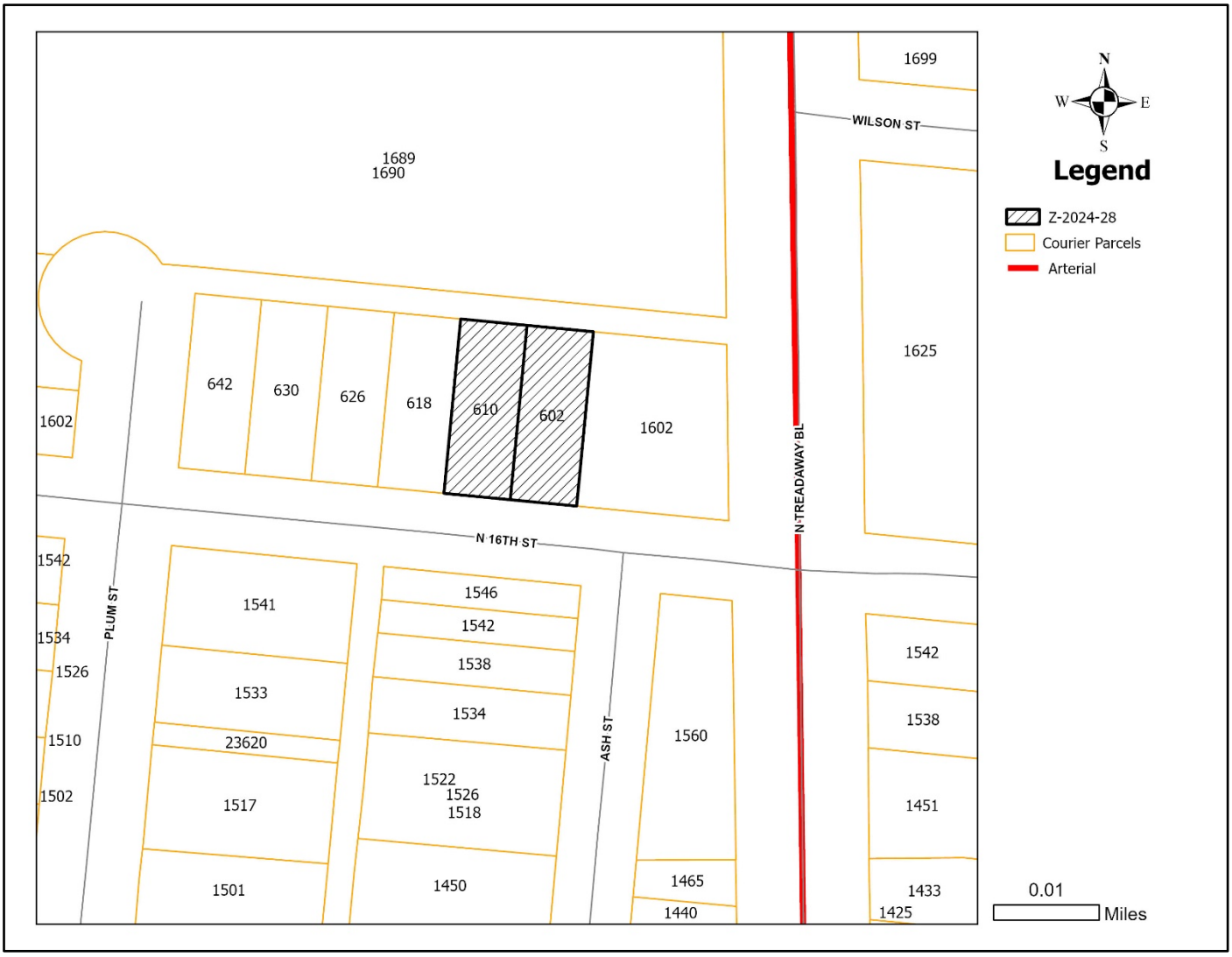
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.30 acres from Residential Single-Family (RS-6) to Heavy Commercial (HC).

Legal Description being Lots 5 and 6, Block 1, College Drive Replat, Abilene, Taylor County, Texas.

Located at 602 & 610 N 16th St.



-END-

ZONING CASE Z-2024-28
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: October 1, 2024
City Council 1st Reading: October 17, 2024
City Council 2nd Reading: November 7, 2024

Applicant
Owner: Alvaro De Lima Santos

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 0.30 acres from Residential Single-Family (RS-6) to Heavy Commercial (HC).

Location
Legal description being Lots 5 and 6, Block 1, College Drive Replat, Abilene, Taylor County, Texas. Located at 602 and 610 North 16th Street.

Background
The owner proposes to rezone the subject property to expand the existing business located at 1602 North Treadaway Boulevard to allow the use a freight container to store material/equipment associated with the business. 602/610 has been used for storage since approximately 2003. The only trigger for the zone change clean up was the addition of the freight container.

Zoning, Existing and Proposed Land Use
Properties to the west and directly south are zoned Residential Single-Family (RS-6). Properties to the east and southeast are zoned Heavy Commercial (HC). Property to the north is zoned Medical Use (MU).

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 Future Land Use Map (FLUM) of the Comprehensive Plan recommends Medium Density Residential use for the subject property.

The Comprehensive Plan shows that the subject property in a "Transitional Area". This is being driven by the conversion of SFR lots to medical uses to the north and along Pine Street..

The Official Zoning Map shows that most properties along North Treadaway Boulevard in this area are zoned Commercial or Industrial and back-up to lots zoned Residential. This request, if approved, would extend HC farther west.

(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 subject property was platted as two (2) SFR lots. The proximity of the lots to North Treadway Boulevard may have made the lots undesirable for residential uses, as evidenced by the fact that the lots have remained vacant.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
The subject property has access to all required utilities.

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

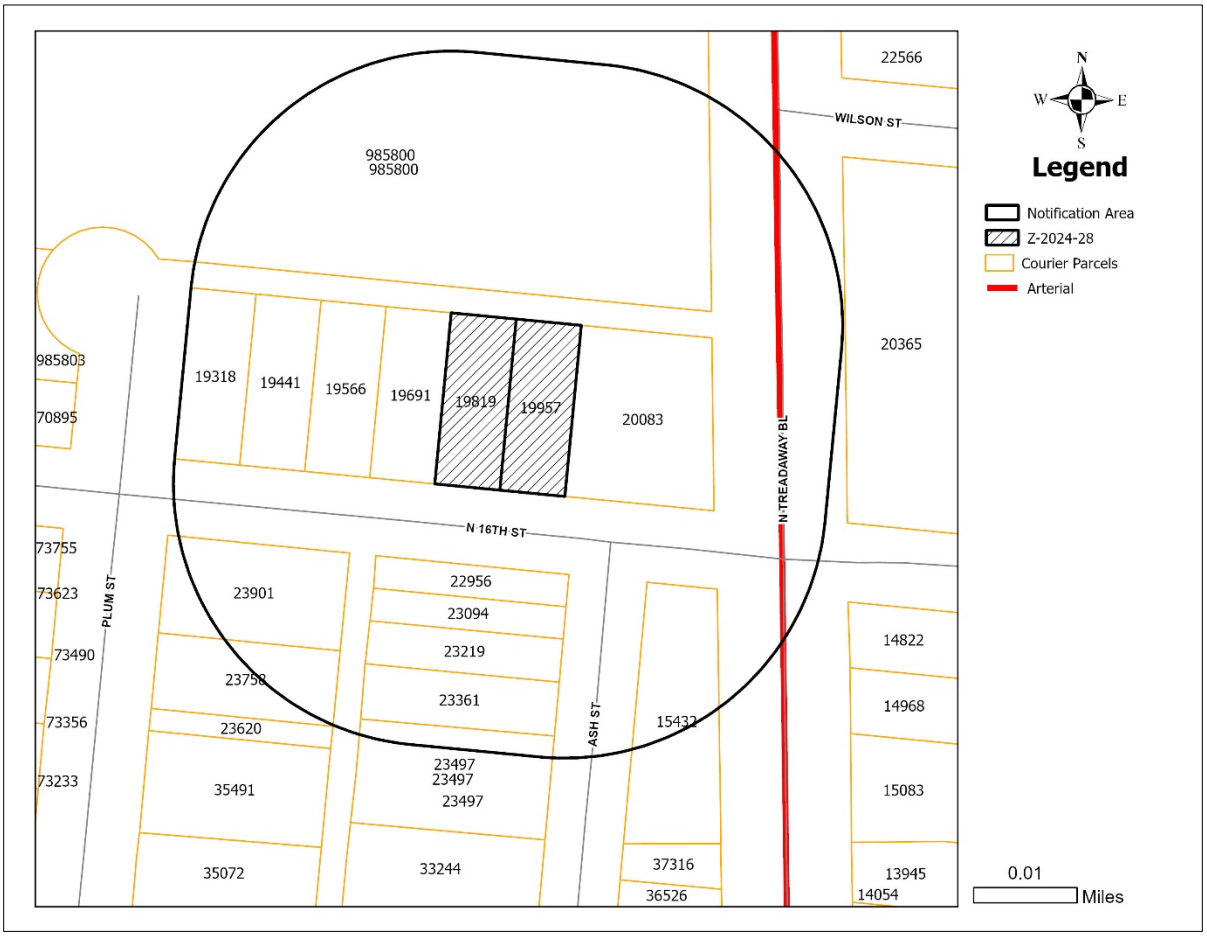
P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

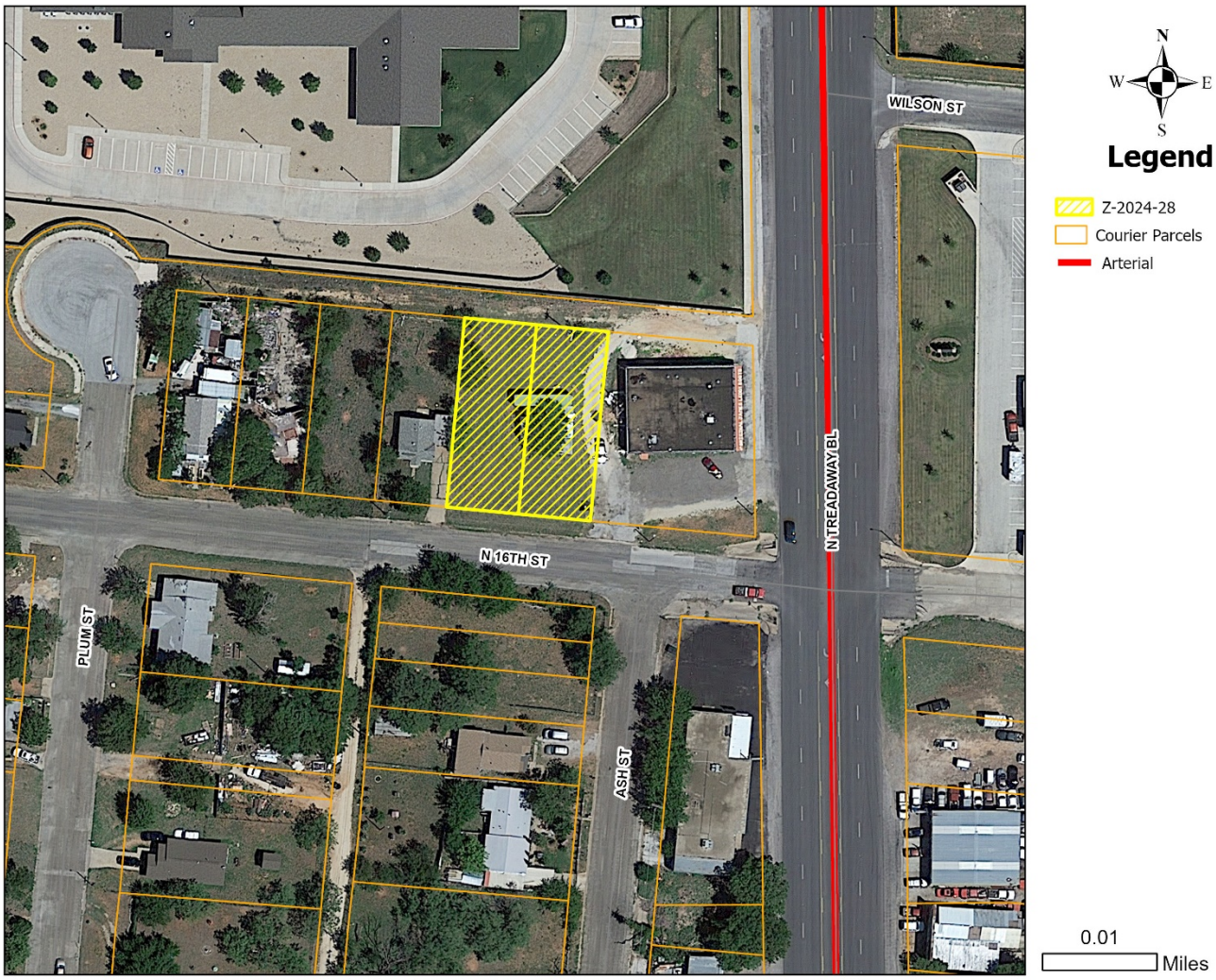
NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

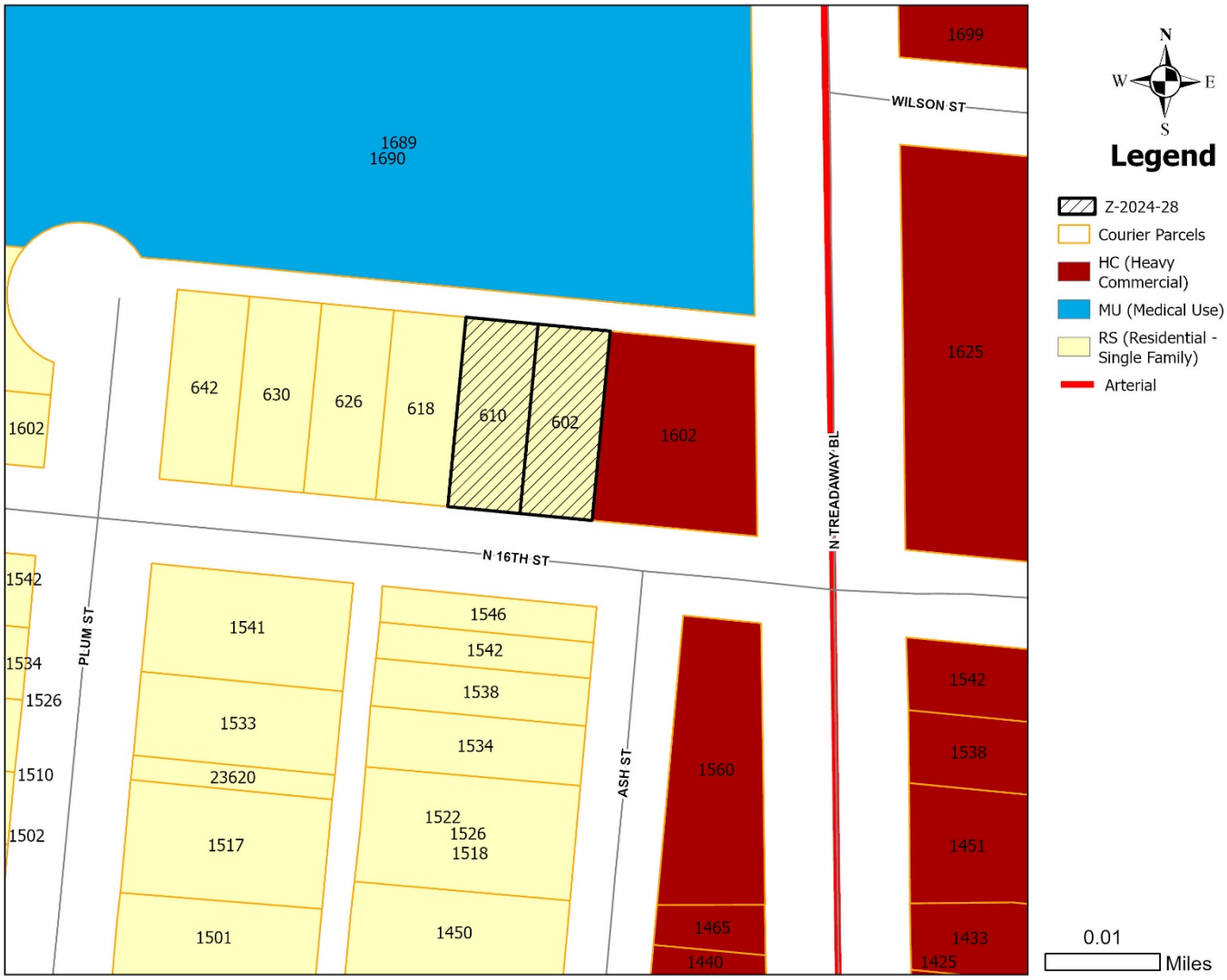
Owner	Situs	Property ID	Response
SMITH DEBRA C & CLYDE L	1560 N TREADAWAY BL	15432	
JOHNSON ERNEST REV LIV TR	642 N 16TH ST	19318	
RCGA LLC	630 N 16TH ST	19441	O
JOHNSON GEORGE	626 N 16TH ST	19566	
PORATH NATHAN WILLIAM	618 N 16TH ST	19691	
DOS SANTOS ALVARO LIMA	1602 N TREADAWAY BL	20083	
GONZALES RUBY P	1546 ASH ST	22956	
GONZALES RUBY P	1542 ASH ST	23094	
GONZALES RUBY P	1538 ASH ST	23219	
CAMACHO HERMON TONY &	1534 ASH ST	23361	
ABILENE RENTAL #1 LLC	1526 ASH ST	23497	
GUTIERREZ ANITA	1533 PLUM ST	23758	
OLIPHANT CHARLES CLIFFORD	1541 PLUM ST	23901	
ABILENE NH LTD	1689 MESQUITE ST	985800	
ABILENE NH LTD	1690 N TREADAWAY BL	985800	



LOCATION MAP



ZONING MAP


1689
1690
1699
WILSON ST
1625
642
630
626
618
610
602
1602
1602
N TREADAWAY BL
N 16TH ST
1542
1534
1526
1510
1502
PLUM ST
1541
1533
23620
1517
1501
1546
1542
1538
1534
1522
1526
1518
1450
ASH ST
1560
1465
1440
1542
1538
1451
1433
1425
N
W
E
S
Legend
Z-2024-28
Courier Parcels
HC (Heavy Commercial)
MU (Medical Use)
RS (Residential - Single Family)
Arterial
0.01
Miles

2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use
- ☐ Special Exceptions
- ☒ Rezoning
- ☐ Variance
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment
- ☐ Easement Release

Relief Procedures

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

Other:

Project Name: ALVARO DE LIMA SANTOS

Address: 602 & 610 N. 16th Number of Lots: 2 Acreage:

Legal Description: COLLEGE DRIVE REPLAT REP BLK 33

Subdivision Name: Block: X Lot: 5 + 6

Current Zoning: RESIDENTIAL Proposed Zoning (if applicable): HC

OWNER AND AUTHORIZATION

Owner Name: Alvaro de Lima Santos

Address: 1602 N. Treadaway Blvd

City, State, Zip: Abilene TX 79601 Fax:

Phone: 325 677 7811 Email:

Agent Name:

Address:

City, State, Zip: Fax: 325-677-8108

Phone: 325-260-3419 Email: jameslb1602@gmail.com

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

Signature of Owner: Date: 8-26-24

FOR OFFICE USE ONLY		
Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Zoning Change

Using together with 1602 N. Treadaway as commercial.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

2024 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

YES

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

YES

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

YES

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

NO

Other Required Forms - Disclosure of Interest (See Attached)

2024 Development Application

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 8-23-24

2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: COLLEGE DRIVE
Zoning Classification(s): RESIDENTIAL
Location: 602 + 610
Total Number of Acres: .3
Total Number of Lots: 2 LOTS

Property Owner Information & Authorization

Name/Company: ALVARO DE LIMA SANTOS
Address: 602 + 610 NOTT 16.
City: ABILENE State: TX Zip Code: 79601
Phone: 325 260 3419 Email: JAMESLB1602@GMAIL.COM

Project Representation (check one):

☒ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 8-20 2024

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Alvaro De Lima Santos (*printed property owner's name*) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 26 day of August, 2024

MELISSA E. FARR
Notary Public, State of Texas
NOTARY ID # 1187872-9
My Commission Exp 08-08-27

_____
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(*specify*): _____

Name: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____

CITY OF ABILENE TEXAS

RCGA LLC
14643 DALLAS PKWY # 1050
DALLAS, TX 75254-7410

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-28 **September 13, 2024**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **October 1, 2024,** at **1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a zoning change is approximately 0.30 acres located at 602 and 610 N 16th St. Legal description being Lots 5 and 6, Block 1, College Drive Replat, Abilene, Taylor County, Texas. The property is currently zoned Residential Single-Family (RS-6), and the request is to change the zoning to Heavy Commercial (HC).

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 **November 7, 2024, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6382 or by email address planning@abilenetx.gov

---

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-28

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:	54299, 54163	Your Name:	RCGA LLC	I am in favor of the request ☐
Requestor's Property Zoning:	RS-6	Your Property Address:	630 N 16TH ST	
Requestor's Proposed Zoning:	HC	Your Parcel ID:	19441	I am opposed to the request ☑

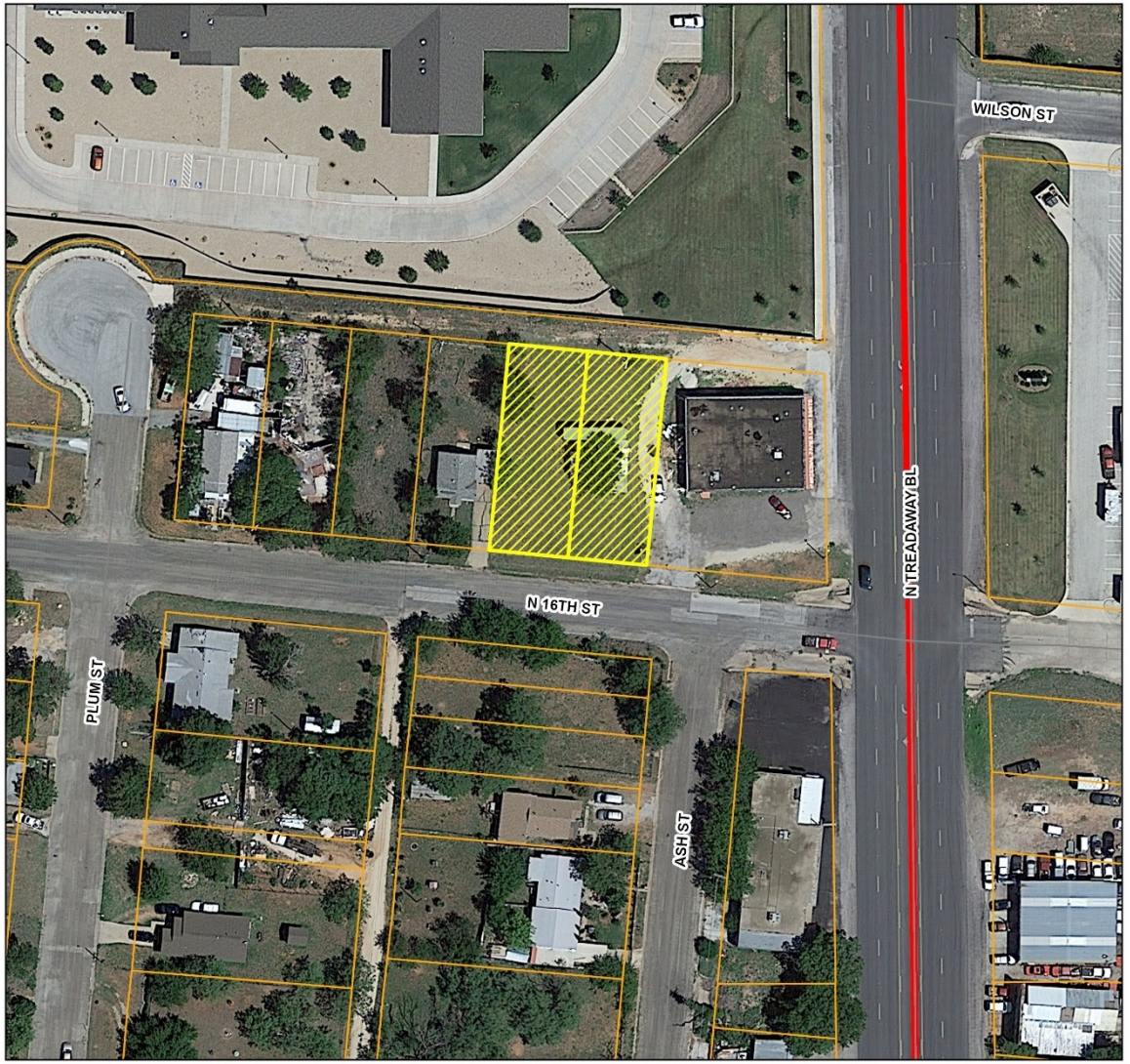
Signature:

REZONE REQUEST

Case:	Z-2024-28
Agent:	Alvaro De Lima Santos
Request:	Change the zoning of approximately 0.30 acres from Residential Single-Family (RS-6) to Heavy Commercial (HC).
Location:	602 and 610 N 16th Street
Notification:	0 in Favor, 1 Opposed
Planning & Zoning:	October 1, 2024
Council Hearing:	October 17, 2024
	November 7, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



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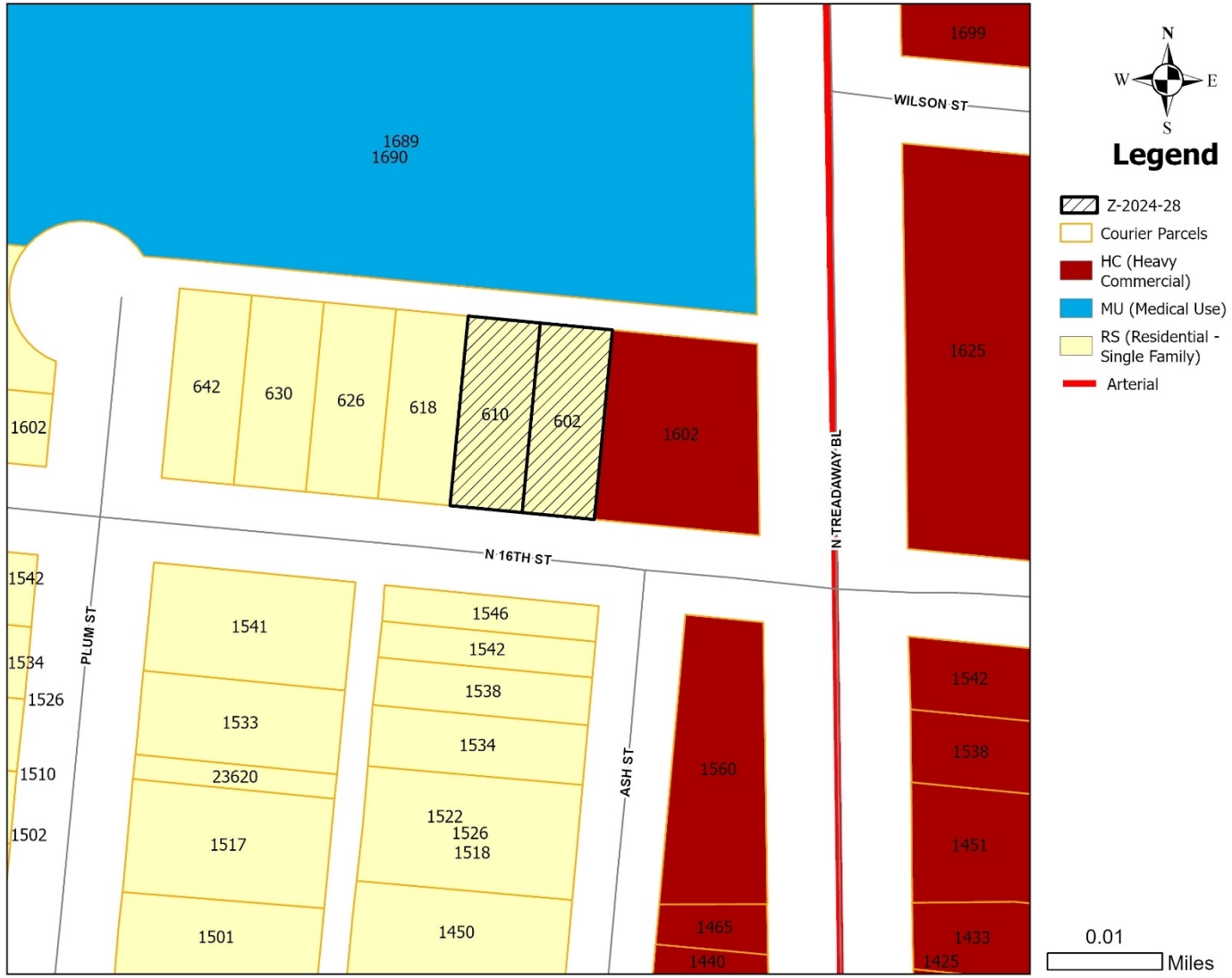
Legend

- Z-2024-28
- Courier Parcels
- Arterial

0.01 Miles

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

VIEWS OF PROPERTIES

CITY OF ABILENE TEXAS

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**

CITY OF ABILENE TEXAS

USES IN HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

C 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 Drive-Through Facility
TP Field Office or Construction Office (temporary)
P Freight Container
P Fuel Sales
TP Itinerant Business
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Mobile Home or Temporary Building (office for sales and service)
P Recycling Collection Point
C Travel Trailers (accessory to hospitals)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C Adult Entertainment Enterprise
P Civic, Social, and Fraternal Organization
P Cultural Facilities
P Drive-in Theater
C Motorized Racing
P Recreation – Outdoors (active)
P Recreation – Outdoors (passive)
P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
C Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Hospital
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
P Rehabilitation Facility
C Sanitary Landfill
P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

TRADE – RETAIL USES:

P Aircraft and Accessories
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Head Shop
P Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P Restaurant, Brew Pub
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (automobile/small truck)
P Retail Sales/Rental (indoor)
P Retail Sales/Rental (outdoors, non-vehicle)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

SERVICE:

P/C Automobile Wash
P Contractor Services
P Funeral Home/ Mortuary/Morgue
P Kennel (With Outdoor Pens)
P Kennel (Without Outdoor Pens)
P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Printing, Copying, Reproduction, Publishing
P Recycling Collection and Processing Center
P Repair and Maintenance Services - Automobile/Small Truck (major)
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
P Repair and Maintenance Services (outdoors)
P Repair and Maintenance Services (truck and other large vehicles)
P Scales (public)
P Storage - Self-Service Units
P Tattoo Parlor
P Taxidermist
P Veterinary Service (all size animals)
P Veterinary Service (small animals)
P Wrecker/Towing

TRADE – WHOLESALE USES:

P Liquor, Wholesale/Distribution
P Wholesaling and Storage (indoor)
C Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
C Antenna Tower - Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Passenger Ground Transportation Terminal
P Pressure Control Station
P Public Utility Facility
C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

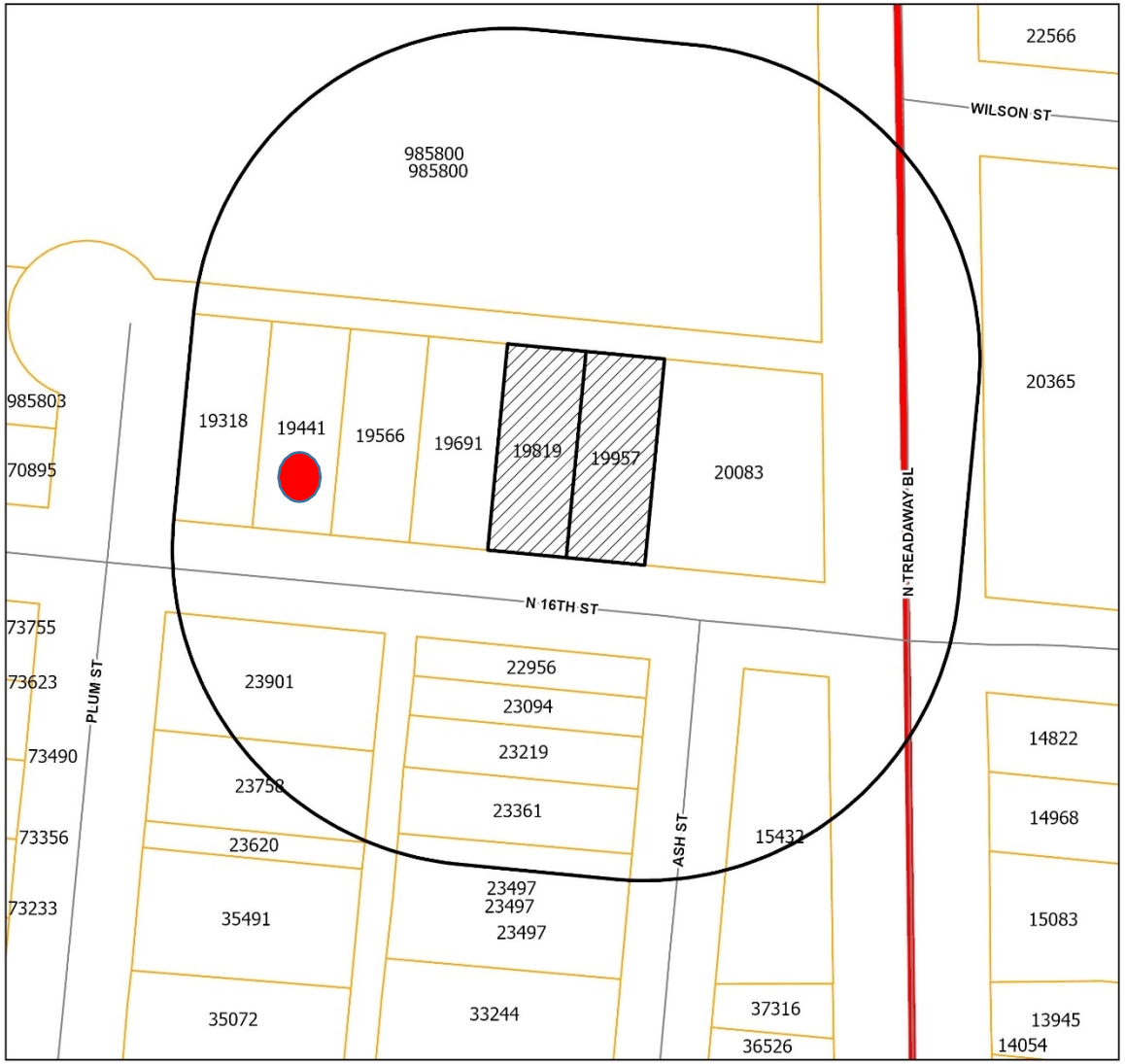
P Petroleum or Gas Well
C Manufacturing (light)
P Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Notification Area
- Z-2024-28
- Courier Parcels
- Arterial

0.01 Miles

0 - In Favor-

1 - Opposed-

1.3% opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **23. Ordinance (First Reading) Z-2024-29: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 4.78 Acres from Multi-Family (MF) to a Planned Development District (PDD-188) that Proposes Townhomes with a Maximum of Two Dwelling Units, and Duplexes. Located at 898-991 Minda Street *(Tim Littlejohn)***

GENERAL INFORMATION

Request
Rezone approximately 4.78 acres from Multi-Family (MF) to a Planned Development District (PDD-188) with a base zoning of Townhome (TH). The purpose of this request is to allow the construction of townhomes with a maximum of two dwelling units and duplexes.

SPECIAL CONSIDERATIONS

The subject property was annexed into the City of Abilene in 1957 and has remained vacant. The property was rezoned from Single Family Residential (RS-6) to Multi-Family (MF) in July 2023. The property is in the process of being re-platted, which includes the extension of water and sewer lines and road improvements to Hailey Street.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 7223-FP Sanford Addition Final
4. 858 Minda St
5. 933 Minda St
6. 866 Minda St.
7. 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 17th day of October, 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 13th day of September, 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 7th day of November, 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 7th day of November, 2024.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

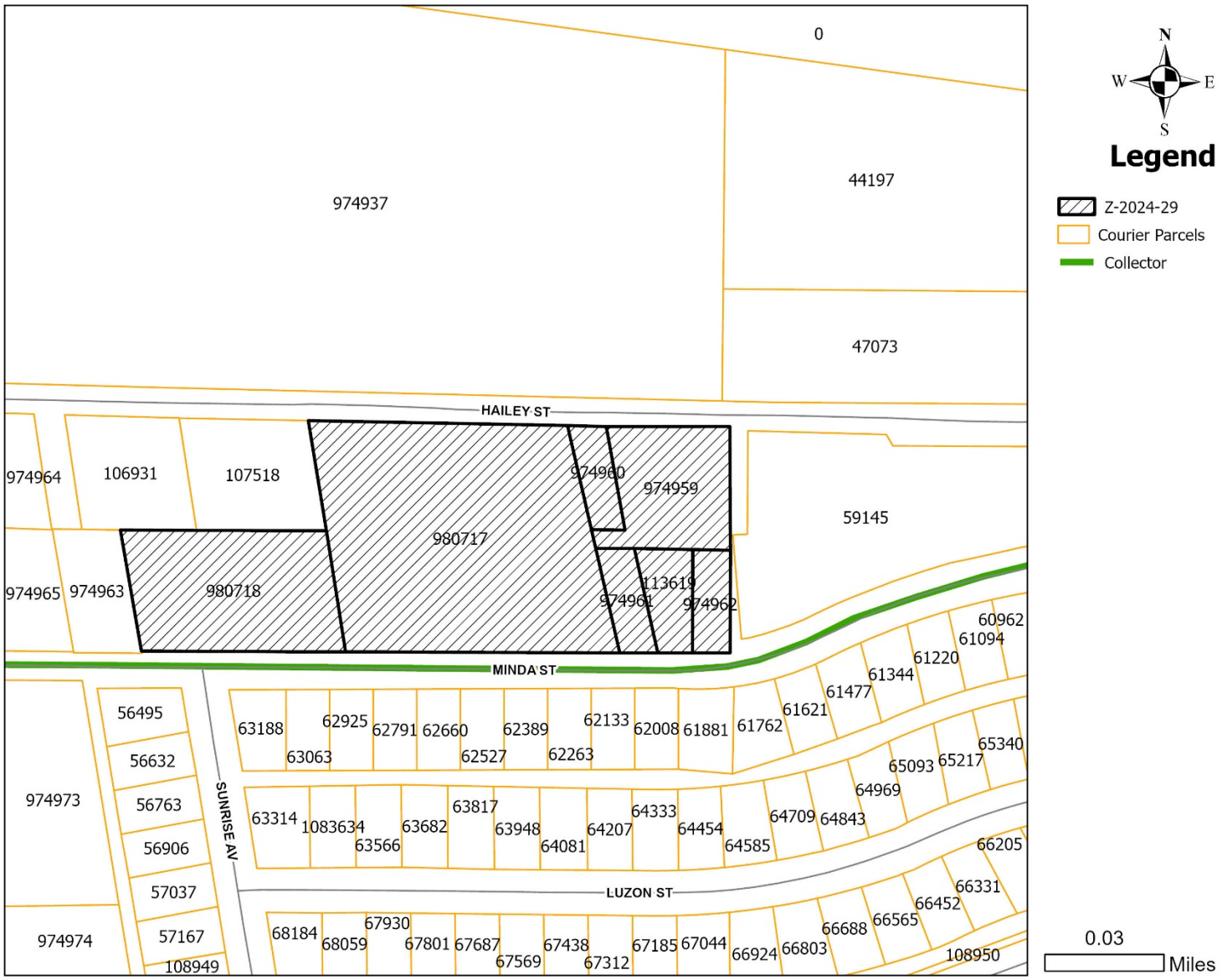
ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Multi-Family (MF) to a Planned Development District (PDD-188) subject to the requirements set out in Exhibit B and the concept plan set out in Exhibit C.

Legal description being Block 23, 24, and the east 250 feet of the south 160 feet of Block 25, Williams Estate Subdivision, Abilene, Taylor County, Texas.

Located at 898-991 Minda Street.



ORDINANCE NO. _____

EXHIBIT B

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of the Planned Development District (PDD) is to allow for development of townhomes with only two units instead of the usual three or more; as well as traditional duplex developments.

Specific Modifications:

This Planned Development District shall be subject to the requirements of the Residential Town Home (TH) zoning district, except as modified below:

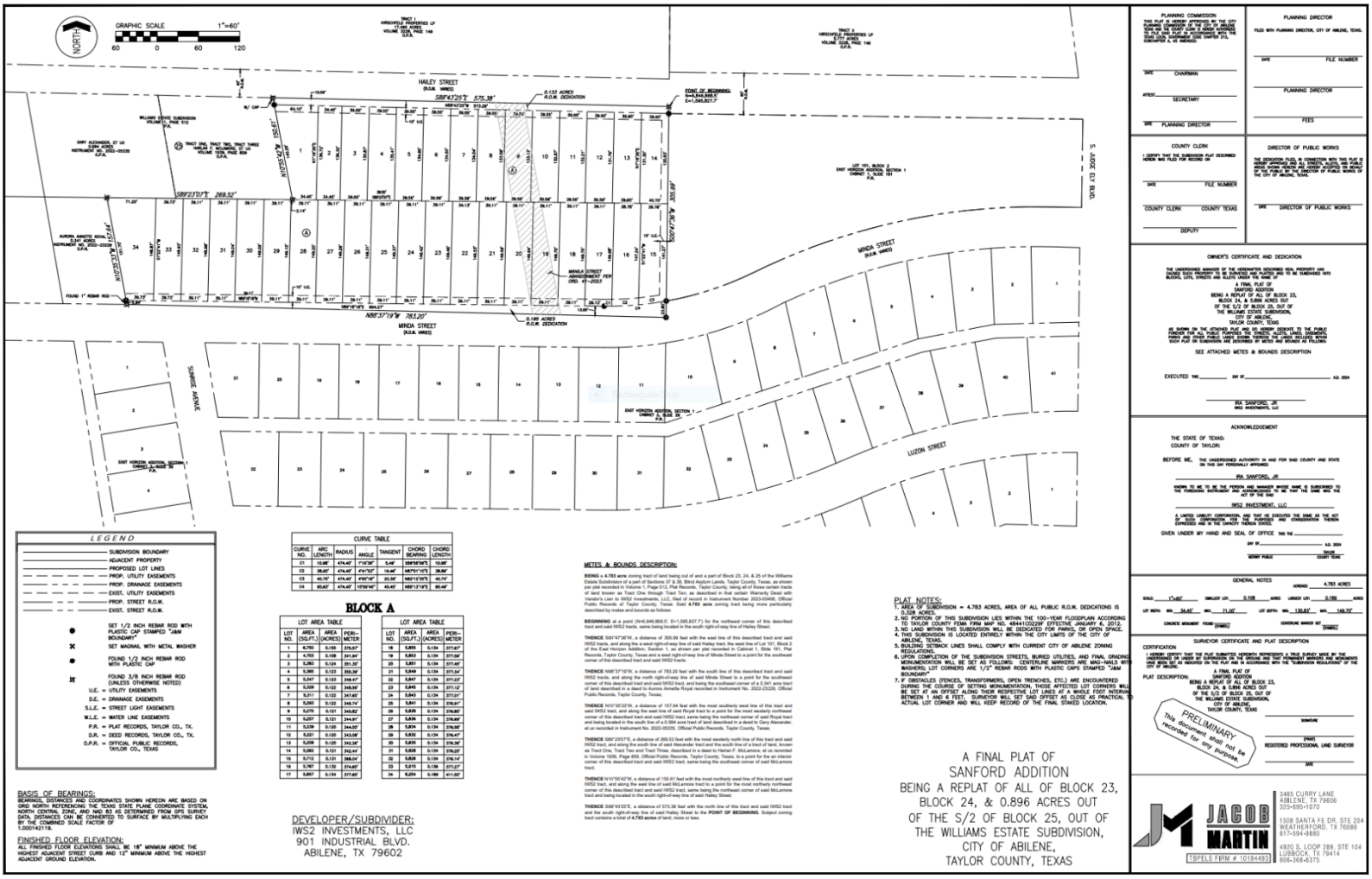
1. Permitted Uses and Specific Regulations
    a. All residential uses ordinarily permitted within Residential Town Home (TH) Zoning in addition to the following modifications:
        i. DWELLING -TOWNHOME
            1. The definition of DWELLING — TOWNHOME amended to be "one of a group of no less than two (2) nor more than two (2) attached dwelling units, separated by a fire-rated wall." NOTE: Ordinarily, no less than three (3) attached dwelling units are required.
        ii. DWELLING — DUPLEX
2. Site Layout & Building Requirements:
    a. DWELLING — TOWNHOME
        i. All site layout and building requirements ordinarily applicable within Residential Townhome (TH) Districts, except as otherwise specified within this section.
        ii. A contiguous row of attached townhome dwellings shall have a minimum length of two (2) dwelling units and a maximum length of two (2) dwelling units. NOTE: Ordinarily, a contiguous row of attached townhome dwellings must have a minimum length of three (3) dwelling units.
        iii. Townhome developments of no more than two units shall be exempt from the requirement of major Site Plan review by Abilene's Development Review Committee.
        iv. Setbacks:
            1. Minor Street: 10-feet
            2. Collector Street: 20-feet
            3. Arterial Street: 30-feet
            4. Side Yard: 6-feet
            5. Rear Yard: 20-feet

    b. DWELLING — DUPLEX
        i. All site layout and building requirements ordinarily applicable within Medium Density (MD) Districts shall apply.

Except as otherwise specified in and allowed by this ordinance, the use and development of this subject property shall be governed by regulations applicable to the Town Home (TH) zoning classification.

ORDINANCE NO. _____

EXHIBIT C



LEGEND

- SUBDIVISION BOUNDARY
- ADJACENT PROPERTY
- PROPOSED LOT LINES
- PROP. UTILITY EASEMENTS
- PROP. DRAINAGE EASEMENTS
- EXIST. UTILITY EASEMENTS
- PROP. STREET R.O.W.
- EXIST. STREET R.O.W.
- SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "JAM BOUNDARY"
- SET MAGNAIL WITH METAL WASHER
- FOUND 1/2 INCH REBAR ROD WITH PLASTIC CAP
- FOUND 3/8 INCH REBAR ROD (UNLESS OTHERWISE NOTED)

U.E. = UTILITY EASEMENTS
D.E. = DRAINAGE EASEMENTS
S.L.E. = STREET LIGHT EASEMENTS
W.L.E. = WATER LINE EASEMENTS
P.R. = PLAT RECORDS, TAYLOR CO., TX.
D.R. = DEED RECORDS, TAYLOR CO., TX.
O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR CO., TEXAS

BASIS OF BEARINGS:
BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH REFERENCING THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD 83 AS DETERMINED FROM GPS SURVEY DATA. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.000142119.

FINISHED FLOOR ELEVATION:
ALL FINISHED FLOOR ELEVATIONS SHALL BE 18" MINIMUM ABOVE THE HIGHEST ADJACENT STREET CURB AND 12" MINIMUM ABOVE THE HIGHEST ADJACENT GROUND ELEVATION.

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	10.48'	474.40'	1°14'26"	5.24'	S89°56'34"E	10.48'
C2	39.65'	474.40'	4°47'32"	19.84'	N87°51'15"E	39.64'
C3	40.75'	474.40'	4°55'18"	20.39'	N82°12'38"E	40.74'
C4	95.67'	474.40'	10°56'44"	48.45'	N85°13'18"E	95.44'

BLOCK A

LOT AREA TABLE

LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERIMETER
1	4,750	0.109	276.67'
2	4,703	0.108	341.04'
3	5,363	0.124	351.35'
4	5,365	0.123	350.39'
5	5,347	0.123	349.47'
6	5,329	0.123	348.56'
7	5,311	0.122	347.65'
8	5,293	0.122	346.74'
9	5,275	0.121	345.82'
10	5,257	0.121	344.91'
11	5,239	0.120	344.00'
12	5,221	0.120	343.08'
13	5,208	0.120	342.38'
14	5,262	0.121	342.44'
15	5,712	0.131	368.04'
16	5,767	0.132	374.60'
17	5,857	0.134	377.65'

LOT AREA TABLE

LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERIMETER
18	5,853	0.134	377.67'
19	5,853	0.134	377.68'
20	5,851	0.134	377.46'
21	5,849	0.134	377.24'
22	5,847	0.134	377.23'
23	5,845	0.134	377.12'
24	5,843	0.134	377.01'
25	5,841	0.134	376.91'
26	5,839	0.134	376.80'
27	5,836	0.134	376.68'
28	5,834	0.134	376.58'
29	5,832	0.134	376.47'
30	5,830	0.134	376.36'
31	5,828	0.134	376.25'
32	5,826	0.134	376.14'
33	5,915	0.136	377.27'
34	8,204	0.189	411.05'

DEVELOPER/SUBDIVIDER:
IWS2 INVESTMENTS, LLC
901 INDUSTRIAL BLVD.
ABILENE, TX 79602

METES & BOUNDS DESCRIPTION:

BEING a **4.783 acre** zoning tract of land being out of and a part of Block 23, 24, & 25 of the Williams Estate Subdivision of a part of Sections 37 & 38, Blind Asylum Lands, Taylor County, Texas, as shown per plat recorded in Volume 1, Page 512, Plat Records, Taylor County, being all of those certain tracts of land known as Tract One through Tract Ten, as described in that certain Warranty Deed with Vendor's Lien to IWS2 Investments, LLC, filed of record in Instrument Number 2023-00406, Official Public Records of Taylor County, Texas. Said **4.783 acre** zoning tract being more particularly described by metes and bounds as follows:

BEGINNING at a point (N=6,846,869.6', E=1,595,627.7') for the northeast corner of this described tract and said IWS2 tracts, same being located in the south right-of-way line of Hailey Street;

THENCE S00°47'26"W, a distance of 305.99 feet with the east line of this described tract and said IWS2 tracts, and along the a west right-of-way line of said Hailey tract, the west line of Lot 101, Block 2 of the East Horizon Addition, Section 1, as shown per plat recorded in Cabinet 1, Slide 191, Plat Records, Taylor County, Texas and a west right-of-way line of Minda Street to a point for the southeast corner of this described tract and said IWS2 tracts;

THENCE N88°37'19"W, a distance of 783.20 feet with the south line of this described tract and said IWS2 tracts, and along the north right-of-way line of said Minda Street to a point for the southwest corner of this described tract and said IWS2 tract, and being the southeast corner of a 0.341 acre tract of land described in a deed to Aurora Annette Royal recorded in Instrument No. 2022-23328, Official Public Records, Taylor County, Texas;

THENCE N01°35'33"W, a distance of 157.64 feet with the most southerly west line of this tract and said IWS2 tract, and along the east line of said Royal tract to a point for the most westerly northwest corner of this described tract and said IWS2 tract, same being the northeast corner of said Royal tract and being located in the south line of a 0.984 acre tract of land described in a deed to Gary Alexander, et ux recorded in Instrument No. 2022-05335, Official Public Records, Taylor County, Texas;

THENCE S89°23'07"E, a distance of 269.52 feet with the most westerly north line of this tract and said IWS2 tract, and along the south line of said Alexander tract and the south line of a tract of land, known as Tract One, Tract Two and Tract Three, described in a deed to Harlan F. McLemore, et ux recorded in Volume 1609, Page 899, Official Public Records, Taylor County, Texas, to a point for the an interior corner of this described tract and said IWS2 tract, same being the southeast corner of said McLemore tract;

THENCE N01°55'42"W, a distance of 150.81 feet with the most northerly west line of this tract and said IWS2 tract, and along the east line of said McLemore tract to a point for the most northerly northwest corner of this described tract and said IWS2 tract, same being the northeast corner of said McLemore tract and being located in the south right-of-way line of said Hailey Street;

THENCE S88°42'03"E, a distance of 575.38 feet with the north line of this tract and said IWS2 tract and the south right-of-way line of said Hailey Street to the **POINT OF BEGINNING**. Subject zoning tract contains a total of **4.783 acres** of land, more or less.

PLAT NOTES:
1. AREA OF SUBDIVISION = 4.783 ACRES, AREA OF ALL PUBLIC R.O.W. DEDICATIONS IS 0.328 ACRES.
2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO TAYLOR COUNTY FEMA FIRM MAP NO. 48441C0229F EFFECTIVE JANUARY 6, 2012.
3. NO LAND WITHIN THIS SUBDIVISION WILL BE DEDICATED FOR PARKS, OR OPEN SPACE.
4. THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF ABILENE, TEXAS.
5. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
6. UPON COMPLETION OF THE SUBDIVISION STREETS, BURIED UTILITIES, AND FINAL GRADING MONUMENTATION WILL BE SET AS FOLLOWS: CENTERLINE MARKERS ARE MAG-NAILS WITH WASHERS; LOT CORNERS ARE 1/2" REBAR RODS WITH PLASTIC CAPS STAMPED "JAM BOUNDARY"
7. IF OBSTACLES (FENCES, TRANSFORMERS, OPEN TRENCHES, ETC.) ARE ENCOUNTERED DURING THE COURSE OF SETTING MONUMENTATION, THOSE AFFECTED LOT CORNERS WILL BE SET AT AN OFFSET ALONG THEIR RESPECTIVE LOT LINES AT A WHOLE FOOT INTERVAL BETWEEN 1 AND 6 FEET. SURVEYOR WILL SET SAID OFFSET AS CLOSE AS PRACTICAL TO ACTUAL LOT CORNER AND WILL KEEP RECORD OF THE FINAL STAKED LOCATION.

A FINAL PLAT OF
SANFORD ADDITION
BEING A REPLAT OF ALL OF BLOCK 23,
BLOCK 24, & 0.896 ACRES OUT
OF THE S/2 OF BLOCK 25, OUT OF
THE WILLIAMS ESTATE SUBDIVISION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

END

ZONING CASE Z-2024-29 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: October 1, 2024
City Council 1st Read: October 24, 2024
City Council 2nd Read: November 7, 2024

Applicant
Owner: IWS2 Investments LLC
Agent: Jacob & Martin

Case Manager
Mason Teegardin – Planner

Request
Rezone approximately 4.78 acres from Multi-Family (MF) to a Planned Development District (PDD-188) with a base zoning of Townhome (TH). The purpose of this request is to allow the construction of townhomes with a maximum of two dwelling units and duplexes.

Location
The subject property is located at 898-991 Minda Street. Legal description being Block 23, 24, and the east 250 feet of the south 160 feet of Block 25, Williams Estate Subdivision, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City of Abilene in 1957 and has remained vacant. The property was rezoned from Single Family Residential (RS-6) to Multi-Family (MF) in July 2023. The property is in the process of being re-platted, which includes the extension of water and sewer lines and road improvements to Hailey Street.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HI	Steel Company
East	HI	Church
South	RS-6	Residences
West	RS-6	Residences

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 Future Land Use Map recommends low density residential use, which isn't necessarily compatible with the request. However, the Comprehensive Plan identifies this area as being a transitional area due to the industrial uses to the north, and residential uses to the south and west. Transitional areas encourage varying housing options, which

would be consistent with the recommendation of the Comprehensive Plan and is also more appropriate than the current zoning, given the nature of the surrounding 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 zoning is consistent with the uses surrounding the subject property. The requested two dwelling unit townhomes and duplexes serve as a respectable transition between the industrial and residential 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 is in the process of getting adequately served by utilities and public infrastructure. By the time development occurs, the subject properties will be adequately serviced.

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

Staff Recommendation

Planning & Zoning Commission recommends **approval.**

Attachments

- PDD Ordinance
- Final draft of Plat
- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on September 16, 2024, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABERNATHY JEFFREY & SHAWNA	62660	933 MINDA ST	**F**
ALEXANDER GARY & CHERYL	974964	857 HAILEY ST	
ALEXANDER GARY & CHERYL	974964	849 HAILEY ST	
BATISTE PROPERTIES LLC	974966	858 MINDA ST	**F**
BLANTON ANGELINA LF EST	63682	926 LUZON ST	
CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
CONNER BOBBY RAY	64333	966 LUZON ST	
DESCENDANTS LAND LLC	63948	942 LUZON ST	
DRONES FRANK & DOROTHY J	62791	925 MINDA ST	
EBENGO IBADIYE MAMIE &	61621	1009 MINDA ST	
ELLIOTT SAMMY LEE &	64207	958 LUZON ST	
FLORES JUANITA &	63063	909 MINDA ST	
GINDRATT ISIAH JR ET AL	61344	1025 MINDA ST	
GONZALES FELECITY MAUVE	61881	981 MINDA ST	
GUAJARDO MICHAEL ANTHONY	106931	889 HAILEY ST	
GUAJARDO MICHAEL ANTHONY	106931	897 HAILEY ST	
GUERRERO MONICA ANN	56495	897 MINDA ST	
HEGER THOMAS P & YING L	64709	1002 LUZON ST	

HILL CHARLES	64585	982 LUZON ST	
IWS2 INVESTMENTS LLC	974961	968 MINDA ST	
IWS2 INVESTMENTS LLC	974962	978 MINDA ST	
IWS2 INVESTMENTS LLC	980717	957 HAILEY ST	
IWS2 INVESTMENTS LLC	980717	951 HAILEY ST	
IWS2 INVESTMENTS LLC	980717	943 HAILEY ST	
IWS2 INVESTMENTS LLC	980717	935 HAILEY ST	
IWS2 INVESTMENTS LLC	980717	922 MINDA ST	
IWS2 INVESTMENTS LLC	980717	932 MINDA ST	
IWS2 INVESTMENTS LLC	980717	940 MINDA ST	
IWS2 INVESTMENTS LLC	980717	950 MINDA ST	
IWS2 INVESTMENTS LLC	980717	962 MINDA ST	
IWS2 INVESTMENTS LLC	113619		
IWS2 INVESTMENTS LLC	980718	898 MINDA ST	
IWS2 INVESTMENTS LLC	980718	904 MINDA ST	
IWS2 INVESTMENTS LLC	980718	912 MINDA ST	
IWS2 INVESTMENTS LLC	974959	991 HAILEY ST	
IWS2 INVESTMENTS LLC	974959	979 HAILEY ST	
JOHNSON RONDA L	63314	902 LUZON ST	
KIMMEL KAX INC	974960	965 HAILEY ST	
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
MC LAMORE HARLAN F &	107518	909 HAILEY ST	
MINDA ST CHURCH OF CHRIST	974973	855 MINDA ST	
MINDA ST CHURCH OF CHRIST	974973	701 MINDA ST	
MITCHELL MISTI GAYLE	62008	973 MINDA ST	
MITCHELL PAMELA GAYLE	62263	957 MINDA ST	
MORGAN RODNEY	1083634	910 LUZON ST	
MUDAGIRI SHEMU &	62389	949 MINDA ST	
MUSONERA EVARISTE &	62133	965 MINDA ST	
NTAWUKENASHAKA SERGE &	62527	941 MINDA ST	
PELUSO-MILLER BLAINE P	62925	917 MINDA ST	
RAMIREZ ROY	63188	901 MINDA ST	
RICHARDSON MANUELA J	61762	1001 MINDA ST	
RODRIGUEZ LUCILLA	64843	1010 LUZON ST	
ROYAL AURORA	974965	866 MINDA ST	**O**
ROYAL AURORA ANNETTE	974963	890 MINDA ST	
SERRANO PEDRO	56763	618 SUNRISE AV	
STOFFELS DOLAN M & ANN	63566	918 LUZON ST	
TAYLOR LAWANDA	61477	1017 MINDA ST	
W&W AFCO STEEL LLC	47073		
W&W AFCO STEEL LLC	44197		
W&W AFCO STEEL LLC	974937		
WASHINGTON WILLIE L	64081	950 LUZON ST	
WINNING CIRCLE REAL ESTATE SOLUTIONS LLC	63817	934 LUZON ST	
YOUNG MAE DELL LIFE ESTATE	56632	610 SUNRISE AV	

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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
W&W AFCO STEEL LLC	44197		
W&W AFCO STEEL LLC	47073		
GUERRERO MONICA ANN	56495	897 MINDA ST	
YOUNG MAE DELL LIFE ESTATE	56632	610 SUNRISE AV	
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KING SOLOMON BAPTIST	59145	1074 MINDA ST	
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TAYLOR LAWANDA	61477	1017 MINDA ST	
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NTAWUKENASHAKA SERGE &	62527	941 MINDA ST	
ABERNATHY JEFFREY & SHAWNA	62660	933 MINDA ST	**F**
DRONES FRANK & DOROTHY J	62791	925 MINDA ST	
PELUSO-MILLER BLAINE P	62925	917 MINDA ST	
FLORES JUANITA &	63063	909 MINDA ST	
RAMIREZ ROY	63188	901 MINDA ST	
JOHNSON RONDA L	63314	902 LUZON ST	
STOFFELS DOLAN M & ANN	63566	918 LUZON ST	
BLANTON ANGELINA LF EST	63682	926 LUZON ST	
WINNING CIRCLE REAL ESTATE SOLUTIONS LLC	63817	934 LUZON ST	
DESCENDANTS LAND LLC	63948	942 LUZON ST	
WASHINGTON WILLIE L	64081	950 LUZON ST	
ELLIOTT SAMMY LEE &	64207	958 LUZON ST	
CONNER BOBBY RAY	64333	966 LUZON ST	
CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
HILL CHARLES	64585	982 LUZON ST	
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MC LAMORE HARLAN F &	107518	909 HAILEY ST	
IWS2 INVESTMENTS LLC	113619		
W&W AFCO STEEL LLC	974937		
IWS2 INVESTMENTS LLC	974959	991 HAILEY ST	
IWS2 INVESTMENTS LLC	974959	979 HAILEY ST	
KIMMEL KAX INC	974960	965 HAILEY ST	
IWS2 INVESTMENTS LLC	974961	968 MINDA ST	
IWS2 INVESTMENTS LLC	974962	978 MINDA ST	
ROYAL AURORA ANNETTE	974963	890 MINDA ST	
ALEXANDER GARY & CHERYL	974964	857 HAILEY ST	
ALEXANDER GARY & CHERYL	974964	849 HAILEY ST	
ROYAL AURORA	974965	866 MINDA ST	**O**
BATISTE PROPERTIES LLC	974966	858 MINDA ST	**F**
MINDA ST CHURCH OF CHRIST	974973	855 MINDA ST	
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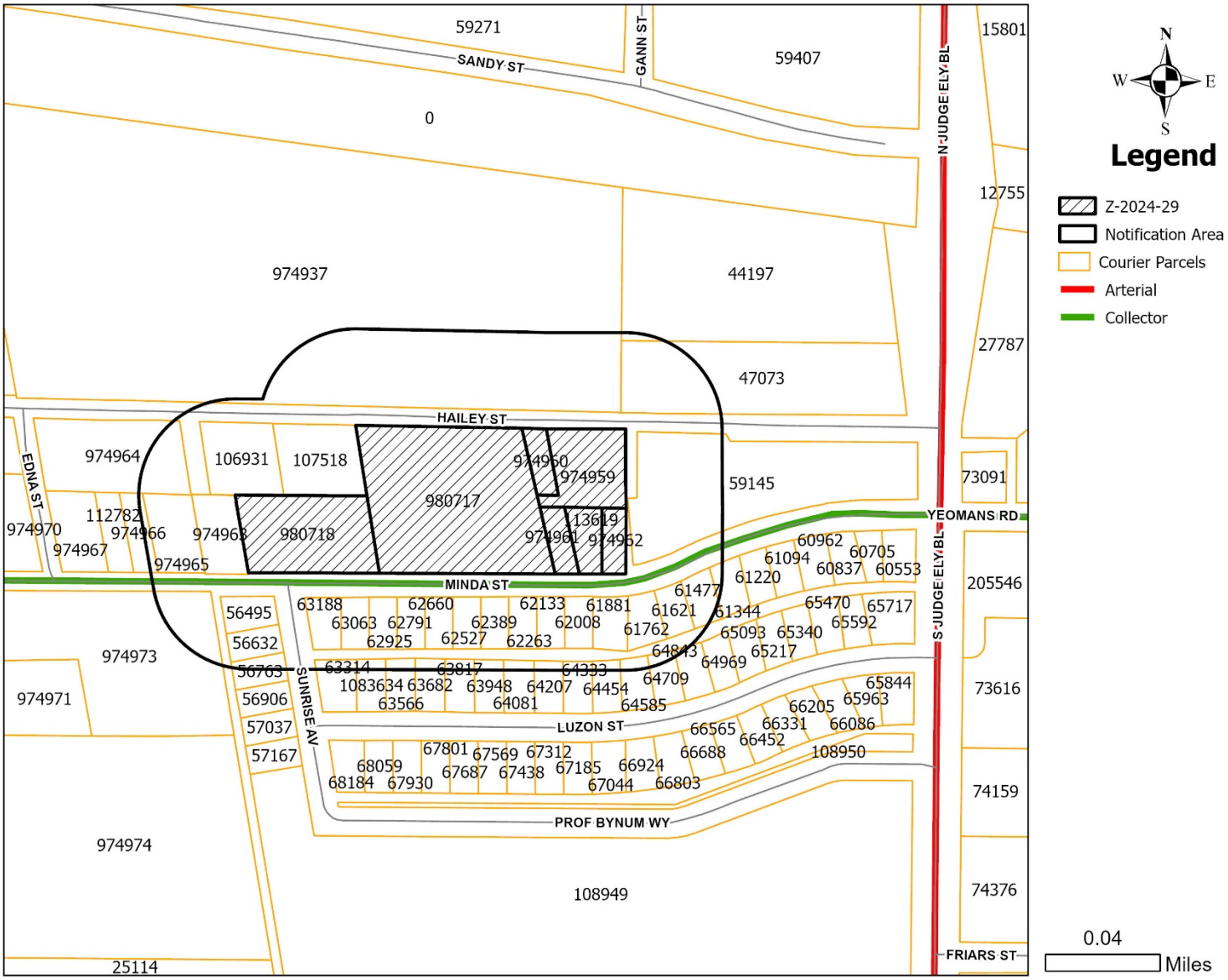
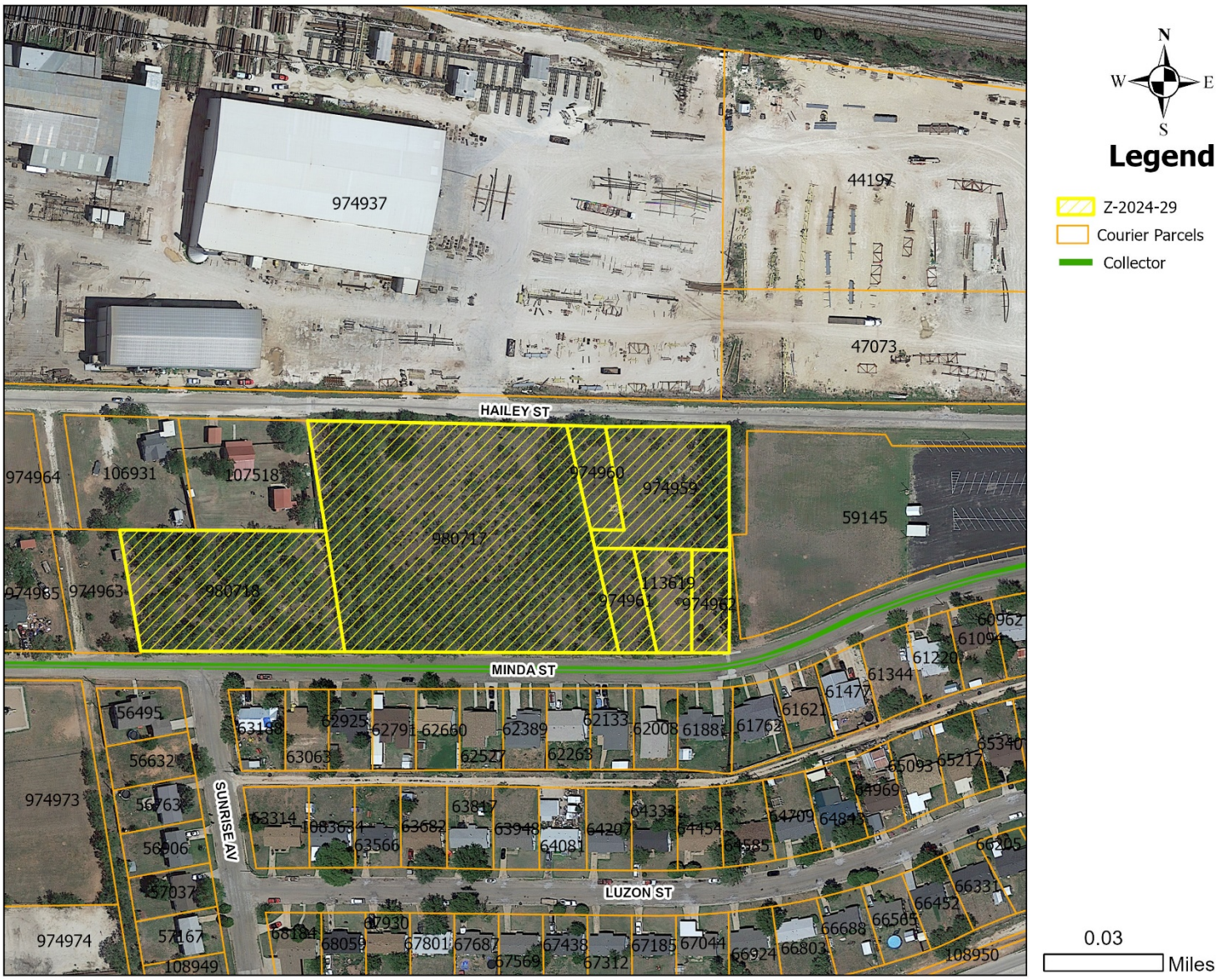
IWS2 INVESTMENTS LLC	980718	898 MINDA ST	
IWS2 INVESTMENTS LLC	980718	904 MINDA ST	
IWS2 INVESTMENTS LLC	980718	912 MINDA ST	
MORGAN RODNEY	1083634	910 LUZON ST	

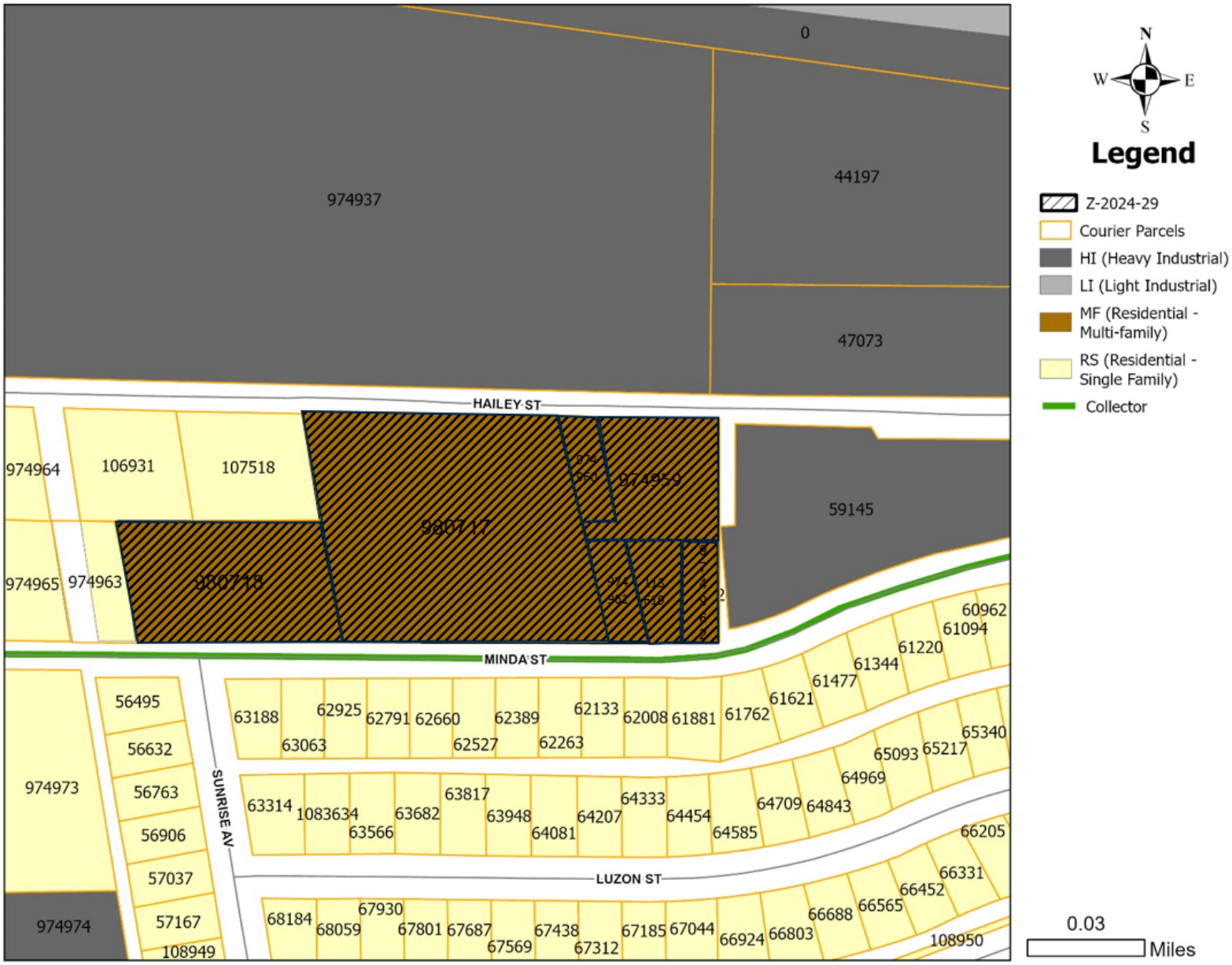
NOTIFICATION MAP



LOCATION MAP



ZONING MAP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LUZON ST
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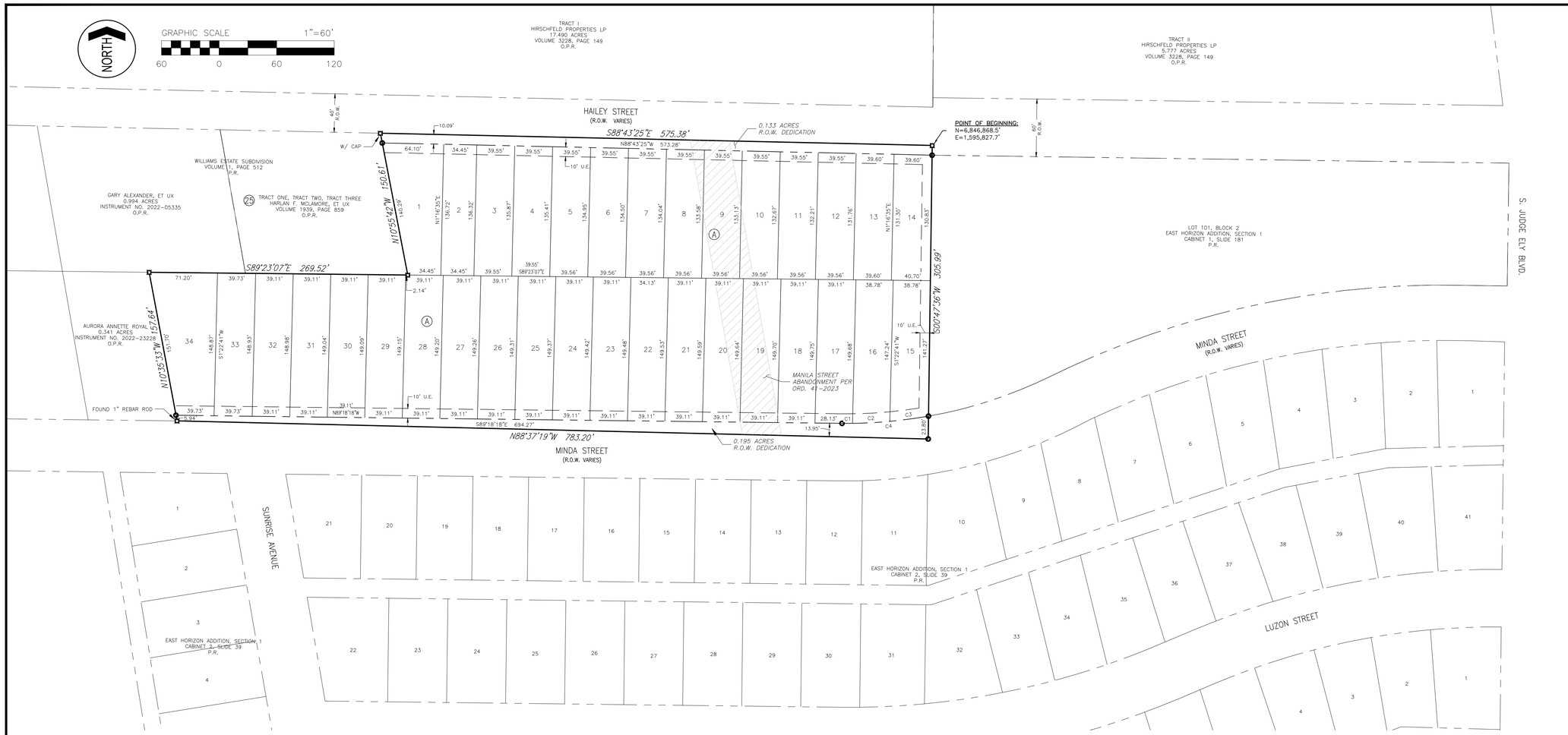
Legend
Z-2024-29
Courier Parcels
HI (Heavy Industrial)
LI (Light Industrial)
MF (Residential - Multi-family)
RS (Residential - Single Family)
Collector
0.03
Miles



LEGEND

- SUBDIVISION BOUNDARY
- ADJACENT PROPERTY
- PROPOSED LOT LINES
- PROP. UTILITY EASEMENTS
- PROP. DRAINAGE EASEMENTS
- EXIST. UTILITY EASEMENTS
- PROP. STREET R.O.W.
- EXIST. STREET R.O.W.
- SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"
- SET MAGNAIL WITH METAL WASHER
- FOUND 1/2 INCH REBAR ROD WITH PLASTIC CAP
- FOUND 3/8 INCH REBAR ROD (UNLESS OTHERWISE NOTED)

U.E. = UTILITY EASEMENTS
D.E. = DRAINAGE EASEMENTS
S.L.E. = STREET LIGHT EASEMENTS
W.L.E. = WATER LINE EASEMENTS
P.R. = PLAT RECORDS, TAYLOR CO., TX.
D.R. = DEED RECORDS, TAYLOR CO., TX.
O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR CO., TEXAS

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	10.98'	474.40'	1°19'36"	5.49'	S89°58'06"E	10.98'
C2	38.90'	474.40'	4°41'53"	19.46'	N87°01'10"E	38.89'
C3	40.75'	474.40'	4°55'18"	20.39'	N82°12'35"E	40.74'
C4	90.63'	474.40'	10°56'46"	45.45'	N85°13'19"E	90.49'

BLOCK A

LOT AREA TABLE

LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERI-METER
1	6,750	0.155	375.57'
2	4,703	0.108	341.94'
3	5,383	0.124	351.30'
4	5,365	0.123	350.39'
5	5,347	0.123	349.47'
6	5,329	0.122	348.56'
7	5,311	0.122	347.65'
8	5,293	0.122	346.74'
9	5,275	0.121	345.82'
10	5,257	0.121	344.91'
11	5,239	0.120	344.00'
12	5,221	0.120	343.08'
13	5,208	0.120	342.26'
14	5,262	0.121	342.44'
15	5,712	0.131	368.04'
16	5,767	0.132	374.60'
17	5,857	0.134	377.65'

LOT AREA TABLE

LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERI-METER
18	5,855	0.134	377.67'
19	5,853	0.134	377.56'
20	5,851	0.134	377.45'
21	5,849	0.134	377.34'
22	5,847	0.134	377.23'
23	5,845	0.134	377.12'
24	5,843	0.134	377.01'
25	5,841	0.134	376.91'
26	5,838	0.134	376.80'
27	5,836	0.134	376.69'
28	5,834	0.134	376.58'
29	5,832	0.134	376.47'
30	5,830	0.134	376.36'
31	5,828	0.134	376.25'
32	5,826	0.134	376.14'
33	5,915	0.136	377.27'
34	8,254	0.189	411.50'

METES & BOUNDS DESCRIPTION:

BEING a **4.783 acre** zoning tract of land being out of and a part of Block 23, 24, & 25 of the Williams Estate Subdivision of a part of Sections 37 & 38, Blind Asylum Lands, Taylor County, Texas, as shown per plat recorded in Volume 1, Page 512, Plat Records, Taylor County, being all of those certain tracts of land known as Tract One through Tract Ten, as described in that certain Warranty Deed with Vendor's Lien to IWS2 Investments, LLC, filed of record in Instrument Number 2023-00406, Official Public Records of Taylor County, Texas. Said **4.783 acre** zoning tract being more particularly described by metes and bounds as follows:

BEGINNING at a point (N=6,846,868.5', E=1,595,827.7') for the northeast corner of this described tract and said IWS2 tracts, same being located in the south right-of-way line of Hailey Street;

THENCE S00°47'36"W, a distance of 305.99 feet with the east line of this described tract and said IWS2 tracts, and along the a west right-of-way line of said Hailey tract, the west line of Lot 101, Block 2 of the East Horizon Addition, Section 1, as shown per plat recorded in Cabinet 1, Slide 181, Plat Records, Taylor County, Texas and a west right-of-way line of Minda Street to a point for the southeast corner of this described tract and said IWS2 tracts;

THENCE N88°37'19"W, a distance of 783.20 feet with the south line of this described tract and said IWS2 tracts, and along the north right-of-way line of said Minda Street to a point for the southwest corner of this described tract and said IWS2 tract, and being the southeast corner of a 0.341 acre tract of land described in a deed to Aurora Annette Royal recorded in Instrument No. 2022-23228, Official Public Records, Taylor County, Texas;

THENCE N10°35'33"W, a distance of 157.64 feet with the most southerly west line of this tract and said IWS2 tract, and along the east line of said Royal tract to a point for the most westerly northwest corner of this described tract and said IWS2 tract, same being the northeast corner of said Royal tract and being located in the south line of a 0.994 acre tract of land described in a deed to Gary Alexander, et ux recorded in Instrument No. 2022-05335, Official Public Records, Taylor County, Texas;

THENCE S89°23'07"E, a distance of 269.52 feet with the most westerly north line of this tract and said IWS2 tract, and along the south line of said Alexander tract and the south line of a tract of land, known as Tract One, Tract Two and Tract Three, described in a deed to Harlan F. McLamore, et ux recorded in Volume 1939, Page 859, Official Public Records, Taylor County, Texas, to a point for the an interior corner of this described tract and said IWS2 tract, same being the southeast corner of said McLamore tract;

THENCE N10°55'42"W, a distance of 150.61 feet with the most northerly west line of this tract and said IWS2 tract, and along the east line of said McLamore tract to a point for the most northerly northwest corner of this described tract and said IWS2 tract, same being the northeast corner of said McLamore tract and being located in the south right-of-way line of said Hailey Street;

THENCE S88°43'25"E, a distance of 575.38 feet with the north line of this tract and said IWS2 tract and the south right-of-way line of said Hailey Street to the **POINT OF BEGINNING**. Subject zoning tract contains a total of **4.783 acres** of land, more or less.

PLAT NOTES:

1. AREA OF SUBDIVISION = 4.783 ACRES, AREA OF ALL PUBLIC R.O.W. DEDICATIONS IS 0.328 ACRES.
2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO TAYLOR COUNTY FEMA FIRM MAP NO. 48441C0229F EFFECTIVE JANUARY 6, 2012.
3. NO LAND WITHIN THIS SUBDIVISION WILL BE DEDICATED FOR PARKS, OR OPEN SPACE.
4. THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF ABILENE, TEXAS.
5. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
6. UPON COMPLETION OF THE SUBDIVISION STREETS, BURIED UTILITIES, AND FINAL GRADING MONUMENTATION WILL BE SET AS FOLLOWS: CENTERLINE MARKERS ARE MAG-NAILS WITH WASHERS; LOT CORNERS ARE 1/2" REBAR RODS WITH PLASTIC CAPS STAMPED "J&M BOUNDARY"
7. IF OBSTACLES (FENCES, TRANSFORMERS, OPEN TRENCHES, ETC.) ARE ENCOUNTERED DURING THE COURSE OF SETTING MONUMENTATION, THOSE AFFECTED LOT CORNERS WILL BE SET AT AN OFFSET ALONG THEIR RESPECTIVE LOT LINES AT A WHOLE FOOT INTERVAL BETWEEN 1 AND 6 FEET. SURVEYOR WILL SET SAID OFFSET AS CLOSE AS PRACTICAL TO ACTUAL LOT CORNER AND WILL KEEP RECORD OF THE FINAL STAKED LOCATION.

BASIS OF BEARINGS:

BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH REFERENCING THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD 83 AS DETERMINED FROM GPS SURVEY DATA. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.000142119.

FINISHED FLOOR ELEVATION:

ALL FINISHED FLOOR ELEVATIONS SHALL BE 18" MINIMUM ABOVE THE HIGHEST ADJACENT STREET CURB AND 12" MINIMUM ABOVE THE HIGHEST ADJACENT GROUND ELEVATION.

DEVELOPER/SUBDIVIDER:

IWS2 INVESTMENTS, LLC
901 INDUSTRIAL BLVD.
ABILENE, TX 79602

A FINAL PLAT OF SANFORD ADDITION

BEING A REPLAT OF ALL OF BLOCK 23, BLOCK 24, & 0.896 ACRES OUT OF THE S/2 OF BLOCK 25, OUT OF THE WILLIAMS ESTATE SUBDIVISION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.

DATE CHAIRMAN

ATTEST SECRETARY

DATE PLANNING DIRECTOR

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS.

DATE FILE NUMBER

PLANNING DIRECTOR

FEES

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE FILE NUMBER

COUNTY CLERK COUNTY TEXAS

DEPUTY

DIRECTOR OF PUBLIC WORKS

THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

DATE DIRECTOR OF PUBLIC WORKS

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED MANAGER OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAS CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF

A FINAL PLAT OF
SANFORD ADDITION
BEING A REPLAT OF ALL OF BLOCK 23,
BLOCK 24, & 0.896 ACRES OUT
OF THE S/2 OF BLOCK 25, OUT OF
THE WILLIAMS ESTATE SUBDIVISION,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

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

SEE ATTACHED METES & BOUNDS DESCRIPTION

EXECUTED THIS _____ DAY OF _____ A.D. 2024

IRA SANFORD, JR
IWS2 INVESTMENTS, LLC

ACKNOWLEDGEMENT

THE STATE OF TEXAS:
COUNTY OF TAYLOR:

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

IRA SANFORD, JR

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

IWS2 INVESTMENT, LLC

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____

DAY OF _____ A.D. 2024

NOTARY PUBLIC TAYLOR COUNTY TEXAS

GENERAL NOTES

ACREAGE: 4.783 ACRES

SCALE: 1"=60' SMALLEST LOT: 0.108 ACRES LARGEST LOT: 0.189 ACRES

LOT WIDTH: MIN. 34.45' MAX. 71.20' LOT DEPTH: MIN. 130.83' MAX. 149.70'

CONCRETE MONUMENT FOUND (SYMBOL) CENTERLINE MARKER SET (SYMBOL)

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION

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

PLAT DESCRIPTION: A FINAL PLAT OF SANFORD ADDITION BEING A REPLAT OF ALL OF BLOCK 23, BLOCK 24, & 0.896 ACRES OUT OF THE S/2 OF BLOCK 25, OUT OF THE WILLIAMS ESTATE SUBDIVISION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS

PRELIMINARY
This document shall not be recorded for any purpose.

SIGNATURE

(PRINT)
REGISTERED PROFESSIONAL LAND SURVEYOR

DATE

JACOB MARTIN
TBPELS FIRM # 10194493
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9880
4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-29

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.

		Your Name:	BATISTE PROPERTIES LLC	I am in favor of the request ☒
Requestor's Property Zoning:	MF	Your Property Address:	858 MINDA ST	
Requestor's Proposed Zoning:	PDD-188	Your Parcel ID:	974966	I am opposed to the request ☐

Signature: James Batiste

SEP 26 AM 8:43

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-29

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. GOOD IDEA!

		Your Name:	ABERNATHY JEFFREY & SHAWNA	I am in favor of the request ☑
Requestor's Property Zoning:	MF	Your Property Address:	933 MINDA ST	
Requestor's Proposed Zoning:	PDD-188	Your Parcel ID:	62660	I am opposed to the request ☐

Signature: S Abernathy

SEP 30 PM 1:44

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-29

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.

		Your Name:	ROYAL AURORA	I am in favor of the request ☐
Requestor's Property Zoning:	MF	Your Property Address:	866 MINDA ST	
Requestor's Proposed Zoning:	PDD-188	Your Parcel ID:	974965	I am opposed to the request ☑

Signature: Aurora Roy

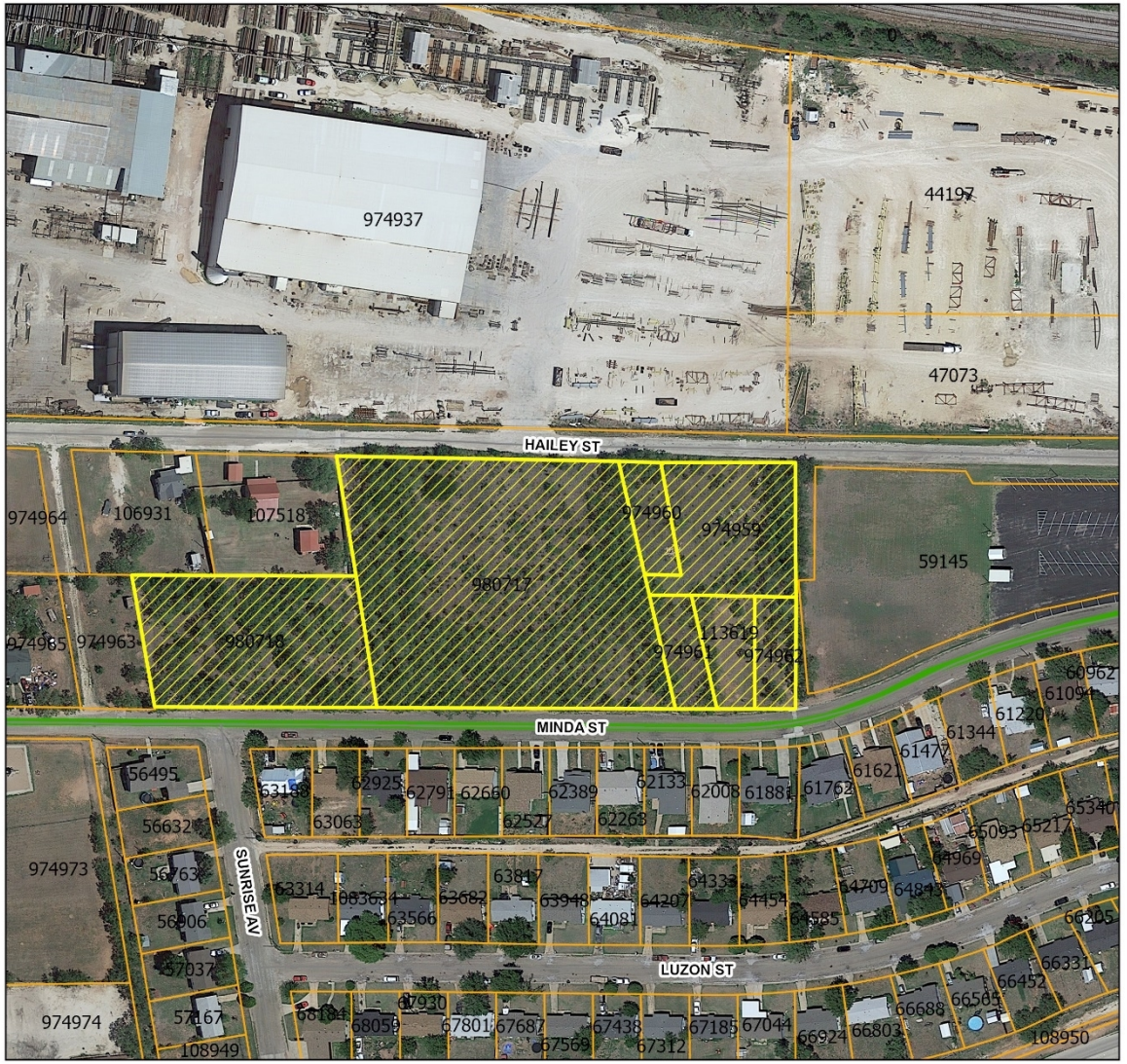
SEP 30 PM 1:44

REZONE REQUEST

Case:	Z-2024-29
Agent:	Jacob & Martin
Request:	Rezone approximately 4.78 acres from Multi-Family (MF) to Planned Development District (PDD-188) with a base zoning of Townhome (TH). The purpose of this request is to allow the construction of townhomes with a maximum of two dwelling units and duplexes.
Location:	898-991 Minda Street
Notification:	2 in Favor, 1 in Opposition
Planning & Zoning:	October 1, 2024
Council Hearing:	October 24, 2024
	November 7, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

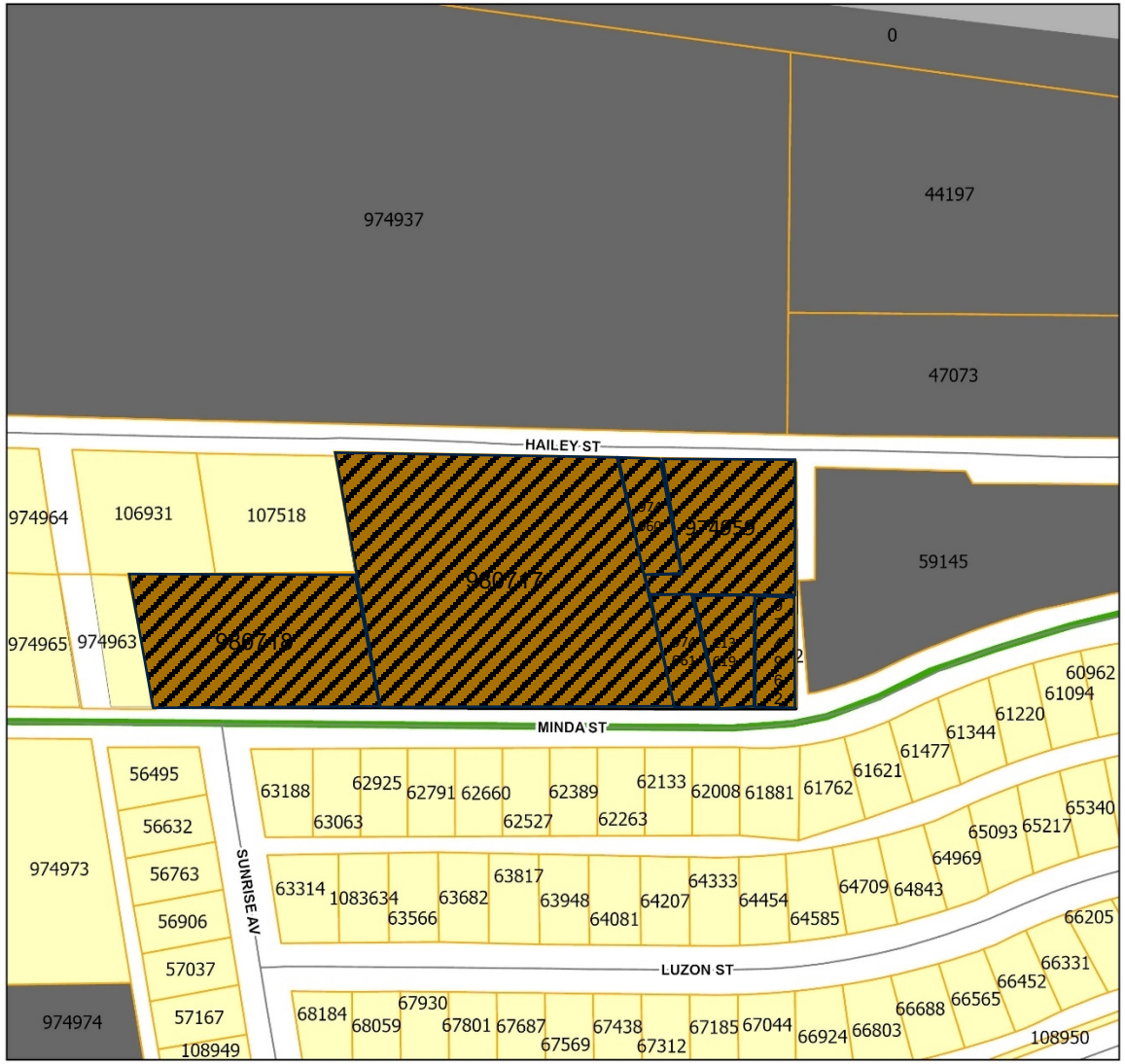
Legend

- Z-2024-29
- Courier Parcels
- Collector

0.03 Miles

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
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Legend

- Z-2024-29
- Courier Parcels
- HI (Heavy Industrial)
- LI (Light Industrial)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- Collector

0.03 Miles

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF
ABILENE
TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

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**

USES IN TOWNHOME ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

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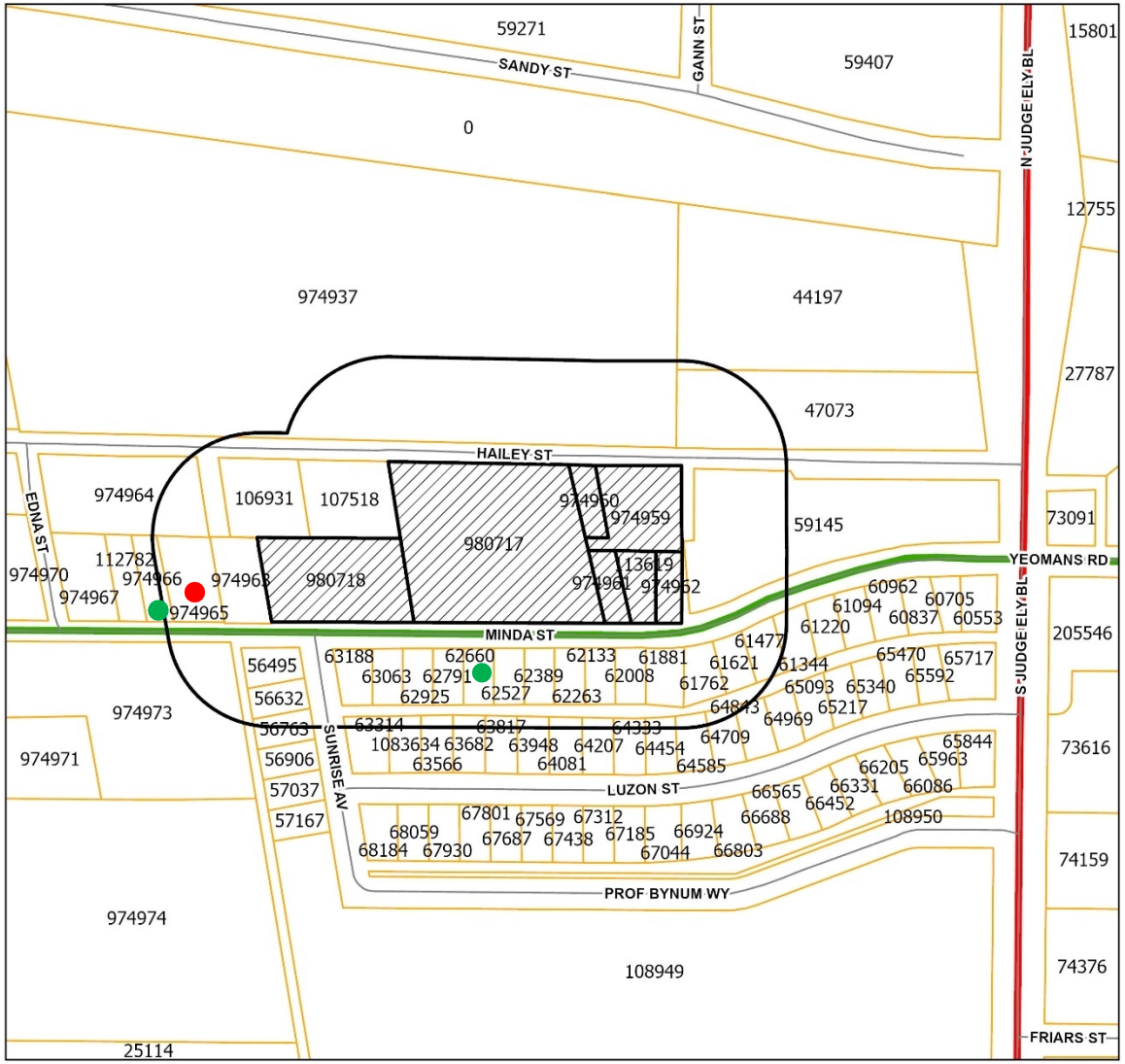
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

NOTIFICATION AREA MAP



2 - in Favor -

1 - in Opposition -

2.88% OPPOSITION

CITY OF ABILENE TEXAS

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**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **24. Ordinance (First Reading): Receive a Report, Hold a Discussion, Public Hearing and Take Action on Temporarily Suspending the Fluoridation of the City of Abilene's Water Supply, and Discussion Only regarding a Permanent Termination of Fluoridation of the City's Water Supply *(Robert Hanna)***

GENERAL INFORMATION

On December 14, 2000, in response to voter approval of fluoridation of the City's water supply, the City Council passed Ordinance 53-2000, which authorized and directed the City to fluoridate all water supplies within its distribution system to reach a total fluoride concentration of as recommended by the Texas Department of Health. Ordinance 53-2000 repealed the 1964 Ordinance No. 127 which prohibited adding fluoride to the City's water supply.

On September 24, 2024, in the United States District Court, Northern District of California, Case No. 17-cv-02162-EMC, Food & Water Watch, Inc., et al. v. United States Environmental Protection Agency, et al., the District Judge found, by a preponderance of the evidence, that community water fluoridation at 0.7 mg/L presents an unreasonable risk of injury to the public's health and ordered the United States Environmental Protection Agency to take regulatory action in response.

City Council has requested a proposed Ordinance to temporarily suspend the fluoridation of the City's water supply in response to the Court's findings.

SPECIAL CONSIDERATIONS

Additionally, in conjunction with a temporary suspension of the fluoridation of the City's water supply, the City Council will discuss the options regarding permanently terminating the fluoridation of the City's water supply.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

N/A

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2024 Ordinance Temp Suspend Fluoride
2. Ordinance 53-2000
3. Resolution 32-2000 - Canvass of Special Election - Flouride
4. Resolution 11-12-1964 Canvass of Special Election
5. Temporarily Suspend Fluoride

ORDINANCE NO. _____

AN ORDINANCE TEMPORARILY SUSPENDING THE FLOURIDATION OF WATER SUPPLIES WITHIN THE CITY OF ABILENE'S DISTRIBUTION SYSTEM; AND PROVIDING A SEVERABILITY CLAUSE

WHEREAS, on December 14, 2000, the City Council passed Ordinance 53-2000, which authorized and directed the City to fluoridate all water supplies within its distribution system to reach a total fluoride concentration of as recommended by the Texas Department of Health; and

WHEREAS, on September 24, 2024, in the United States District Court, Northern District of California, Case No. 17-cv-02162-EMC, Food & Water Watch, Inc., et al. v. United States Environmental Protection Agency, et al., the District Judge found, by a preponderance of the evidence, that community water fluoridation at 0.7 mg/L presents an unreasonable risk of injury to the public's health and ordered the United States Environmental Protection Agency to take regulatory action in response; and

WHEREAS, the City Council finds that it is in the best interest of the city of Abilene, and its residents, that the fluoridation of the City's water supply be temporarily suspended due to the Court's findings; and

WHEREAS, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply presents an unreasonable risk of injury to the health of the City's residents or those consuming the City's water supply;

WHEREAS, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply is injurious to public health; and

WHEREAS, the City Council does not hereby permanently terminate the fluoridation of the City's water supply, and that any permanent termination of the fluoridation of the City's water supply shall require further action by the City Council as required by law.

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

PART 1: That enforcement of Ordinance 53-2000, requiring the fluoridation of the City of Abilene's water supply within its distribution system, is hereby temporarily suspended.

PART 2: That all findings and conclusions made in the above Whereas clauses are hereby adopted by the City Council.

PART 3: That upon the occurrence of one or more of the following events, the temporary suspension of Ordinance 53-2000 shall automatically terminate without further action from the City Council:

A. After _____ days/months have elapsed from the date of passage of this Ordinance;

B. Upon the final adoption of regulations by the United States Environmental Protection Agency regarding fluoridation of community water supplies; or
C. Upon further ruling in Case No. 17-cv-02162-EMC, or on appeal, that fluoridation of community water supplies does not present an unreasonable risk of injury to public health.

PART 4: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

APPROVED ON FIRST READING the 17th day of October, 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 3rd day of November, 2024, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 7th day of November, 2024, to permit the public to be heard.

APPROVED AND PASSED ON FINAL READING this 7th day of November, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. 53-2000

AN ORDINANCE REPEALING THE 1964 ORDINANCE NO. 127 OF THE CITY OF ABILENE; AUTHORIZING AND DIRECTING THE FLUORIDATION OF ALL WATER SUPPLIES OF THE CITY OF ABILENE; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, an election was held in the City of Abilene on November 7, 2000 on the proposition of adding fluoride to the city's water supply; and

WHEREAS, said election resulted in the citizens voting to add fluoride to the water supply and thereby recommending repeal of Ordinance No. 127; now therefore,

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

PART 1: That the 1964 Ordinance No. 127, prohibiting the addition of fluoride to the water supply of the City of Abilene is hereby repealed.

PART 2: That the community water system as defined by the Federal Safe Drinking Water Act, P. L. 93-523 enacted by the United States Congress in 1974, which is the direct supplier of drinking water through piping systems serving properties within the City of Abilene, or to all communities and water supply corporations receiving water from the City of Abilene, is hereby authorized and directed to fluoridate all water supplies within its distribution systems to reach a total fluoride concentration of as recommended by the Texas Department of Health.

PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING this 30th day of November, A.D. 2000.

PASSED ON SECOND AND FINAL READING this 14th day of December, A.D. 2000.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

RESOLUTION NO. 32-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL FLUORIDE ELECTION HELD IN THE CITY OF ABILENE ON NOVEMBER 7, 2000.

WHEREAS, on the 14th day of September, A.D. 2000, the City Council of the City of Abilene, by proper resolution and proclamation, called an election to be held in said City on the 7th day of November 2000, in accordance with the provisions of the Charter of said city, for the purpose of voting for or against adding fluoride to the City of Abilene water supply and thereby recommending the repeal of the 1964 Ordinance No. 127, which prohibited adding fluoride.

WHEREAS, the City Council has duly canvassed the returns of such election and has ascertained the results thereof; now, therefore,

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

PART 1: That the City Council of the City of Abilene finds and declares the results of such elections as per the attached Exhibit "A".

PART 2: It appearing that the majority of votes cast in said special election were for adding fluoride to the City of Abilene water supply and thereby recommending the repeal of the 1964 Ordinance No. 127, which prohibited adding fluoride; and

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

ADOPTED this 10th day of November, 2000.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Resolution # 32-2000

Exhibit "A"

DATE OF ELECTION: 2000/11/07

TYPE ELECTION: Special Fluoride

ISSUE:

For or against adding fluoride to the City of Abilene water supply and thereby recommending the repeal of the 1964 Ordinance No. 127, which prohibited adding fluoride.

VOTER TURNOUT

Precinct	Early	105	107	110	111	112	120	121	201	202	206	208	216	222	315	319	326	329	333	337	338	403	404 (6&7) Jones	409	413	414	418	417	423	Total
For	9127	1082	438	824	710	607	9	15	232	481	667	328	3	382	1062	977	700	817	1119	339	1484	301	1068	823	553	331	103	963	417	16,835
Against	7112	1202	311	332	769	631	10	18	253	554	806	341	5	379	639	624	722	777	786	312	923	368	740	628	571	239	91	707	483	14,221
Total	**16239**	**2284**	**749**	**1156**	**1479**	**1238**	**19**	**33**	**485**	**1035**	**1473**	**669**	**8**	**761**	**1701**	**1601**	**1422**	**1594**	**1905**	**651**	**2407**	**669**	**1808**	**1451**	**1124**	**570**	**194**	**1670**	**900**	**31,056**

TOTAL NO. REGISTERED VOTERS: 71, 306 TOTAL NO VOTERS: 31,056

PERCENT TURNOUT COMPARED TO TOTAL NO. REGISTERED TO VOTE: 44%

Nov. 12 1964

(25)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION HELD IN THE CITY OF ABILENE ON NOVEMBER 3, 1964.

WHEREAS, on the 24th day of September, A. D. 1964, the City Council of the City of Abilene, by proper resolution and proclamation, called a special election to be held in said City on the first Tuesday of November, 1964, in accordance with the provisions of the Charter of said City; and,

WHEREAS, the City Council has duly canvassed the returns of said election and has ascertained the results thereof; now, therefore,

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

Section 1: That the City Council of the City of Abilene finds and declares the following to be the results of said special election:

PRECINCT	FOR ADOPTION OF ORDINANCE PROHIBITING FLUORIDATION	AGAINST ADOPTION OF ORDINANCE PROHIBITING FLUORIDATION
A	287	176
B	467	274
C	399	436
D	451	282
E	312	301
F	530	619
G	630	402
H	393	283
I	646	353
J	~~202~~ 112	~~112~~ 202
K	699	622
L	528	322
M	566	402
N	500	341
O	25	23
P	199	136
Q	455	319
R	2	0
S	-0-	-0-
T	770	881
U	544	441
V	451	324

PRECINCT	FOR ADOPTION OF ORDINANCE PROHIBITING FLUORIDATION	AGAINST ADOPTION OF ORDINANCE PROHIBITING FLUORIDATION
W	600	518
X	374	331
Absentees	81	77
TOTALS	~~10,111~~ 10,201	~~7,975~~ 7,885

Section 2: That it appearing that the initiated ordinance prohibiting the introduction of sodium fluoride or other artificial fluorides into the public water supply of the City of Abilene was approved by a majority of the votes cast in said special election, said ordinance is hereby adopted effective immediately.

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

ADOPTED this 12th day of November, A. D. 1964.

W Lee Byrd
MAYOR

ATTEST:

Shirley Morris
Asst CITY SECRETARY

APPROVED:

BY
Les Cochran
Assistant City Attorney

ORDINANCE TEMPORARILY SUSPENDING ADDING FLUORIDE TO THE CITY'S WATER SUPPLY

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **25. Discussion: Receive a Report, Hold a Discussion and Public Hearing, and Take Direction on a Possible Amendment to the Sign Ordinance Regarding Off-Site Advertising *(Tim Littlejohn)***

GENERAL INFORMATION

Hold a discussion and receive direction on possibly amending the sign ordinance to create an addition sign type to accommodate smaller sign designed for offsite advertisement.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Discussion item only

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Type III signs example
2. Type 3 sign discussion

Type III Sign

- **Area**
  - Limited to 50 SF on arterial and collector streets currently listed for Type I and II signs. *(exception)

    *Additional allowable arterial and collector streets:

    Butternut

    S. Treadaway Blvd.

    N. Treadaway Blvd.

    E. Hwy. 80

    S 1st St. from Elm St. to S Treadaway Blvd.

    S 2nd st from Elm St. to S Treadaway Blvd.

    S 3rd St from Elm St. to S Treadaway Blvd.

    S 4th St. from Elm St. to S Treadaway Blvd.
  - *Allowed in zoning districts as classified within type I and II

    * **Exception** - CB district for only S 1st St., S 2nd St.,S 3rd St. and S 4th St. from Elm St. to S Treadaway Blvd shall be allowed.
- **Height**
  - Limited to the height of the side wall on which it is mounted. Maximum height of twenty (20) feet.
- **Mounting**
  - Type III signs shall be mounted flat to a side wall (no cantilevered mounting allowed)
  - Signs shall not be mounted onto any façade in a location that is located within 200 feet of the property line of any residentially zoned property or any residential use.
- **Spacing**
  - Type III signs shall be subject to all of the existing spacing regulations set out for Type I and Type II signs.
- **Prohibited Sign Types**

- Free-standing signs
- Roof Signs
- Signs mounted onto an accessory structure
- Signs mounted onto a fence or any structure other than the primary structure

- **<u>Other</u>**
  - Signs shall be subject to all existing electronic message sign regulations

Sign Classification	Permitted Zoning Districts	Maximum Area	Maximum Height	Minimum Setback Required	Number And/or Spacing Limitations	Illumination Permitted	Motion Permitted	Additional Requirements
Type III (4) **Off-Site**	**GR** **GC** **HC** **LI** **HI** **AO (SE)**	**50 sq. ft.**	**20 ft. on facade**	**200 ft. from any Residential use or District**	**1 per parcel - 500 ft. spacing on same side of street and 250 ft. radial spacing**	**Yes**	**Yes**	**Permit Required** ***Electronic Message signs shall adhere to requirements set forth in Section 4.2.8.11**

City Council Meeting

10/17/2024

Request

- To potentially amend the Land Development Code to permit Off-site advertising (billboards and/or electronic message signs) in new locations within the city limits by allowing smaller off-site signs.

CITY OF ABILENE TEXAS

- Off-site signage is limited by zoning district. Signs are only permitted on lots zoned General Retail (GR), General Commercial (GC), Heavy Commercial (HC), Light Industrial (LI), Heavy Industrial (HI), and in Agricultural Open (AO) with a special exception.
- Separation requirements are in place with 250 feet from any other off-site advertising sign for both type I and II signs, and a minimum distance of 750 feet on the same side of the road when not on an interstate or primary highway.
- The LDC also states that no off-site signs shall be permitted less than 135 feet from a lot in any residential single-family (RS), mobile home (MH), or multi-family (MF) zoning district.
- The Land Development code also restricts off-site advertising to certain roads within the city limits.
  - Type I signs are limited to thoroughfares designated as a freeway or expressway with specific roads listed.
  - Type II signs are limited to arterials or collectors with specific streets listed.

CITY OF ABILENE TEXAS

- Additional Off-site advertising, more specifically electronic message signs, are a distraction to drivers. This could create a health and safety hazard.
- Electronic message signs have specific requirements for brightness, display time, transitions, and sign faces.
- Any additional TXDOT standards must be followed as well.

CITY OF ABILENE TEXAS

Sister City Examples

Waco

- Restricts off-premise signs by streets like Abilene
- For any digital signs, a contact must be available for who is able to turn off the sign promptly after a malfunction occurs
- Off-premise signs are separated into three categories (small, medium, and large) and further classified by digital and conventional.

San Angelo

- Repealed all zoning considerations pertaining to “Off-site Advertising” Due to the decision of the United States Court of Appeals in 2020 (Supreme court found that on-/off- Site signage is facially content neutral in 2022)
- Impose regulations to signs over 250 square feet in a similar

manner to Abilene (separation, zoning, and thoroughfare requirements)

- Also impose maximum freestanding signage square footage for all lots

determined by frontage on a public street and maximum wall signage area

CITY OF ABILENE TEXAS

Wichita Falls

- Includes two types of off-site signage:
  - Class I which is a maximum of 672 square feet or
  - Class II which has a maximum of 15 square feet
- Requires a separation of 200 feet from residential **use** and district

Amarillo

- Does not specify zoning districts in which off-site advertising is permitted, but only permits these signs on certain roads.
- All off-premise signs are regulated by TxDOT and must comply with their standards
- Restrict “upgrading” signs and have heavy nonconformity standards

CITY OF ABILENE TEXAS

Staff Findings

- New off-site advertising is generally prohibited by the land development code except as currently specified.
- Currently, type II signs are inclusive of all signs up to 378 square feet a new standard for a smaller sign may be beneficial to prevent future variance requests
- Staff has only received two variance requests in the past 3 years for small off-site signs
- Changing the ordinance will allow new off-site advertising for all companies and may clutter the city with new advertising

CITY OF ABILENE TEXAS

- **Discussion?**

Direction from the Council?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/17/2024

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **26. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

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

Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)
D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None