



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 November 21, 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 Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamation:**

- Designating Abilene a Purple Heart City

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on November 7, 2024 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Abilene-Taylor County Child Advocacy Center Board
 - Abilene Housing Authority
 - Board of Adjustment
 - Board of Building Standards
 - Neighborhood Services Advisory Board
 - Planning & Zoning Commission
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up **(Rodney Taylor)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract With Jacob & Martin, LLC. for the Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering **(Rodney Taylor)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action Authorizing the Purchase of 21 L3Harris Mobile, XL-85M Radios through Daily & Wells' HGAC Buy Contract. **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the purchase of one (1) 2024 Komatsu WA200-8 Wheel Loader with Rake Grapple and Standard Bucket through Kirby Smith Machinery of Abilene Texas Using Buy Board Cooperative Contract # 685-22 for Solid Waste Services **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve the Lease with Abilene Aero for Hangar One **(Don Green)**
10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve the Reassignment of Various Leases with Abilene Aero to Freeman Holdings, Inc. **(Don Green)**
11. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Purchase of One (1) Caterpillar 120 JY Motor Grader for Street Services, through Sourcewell Contract # 011723-CAT from Warren Cat of Abilene **(Don Green)**
12. **Ordinance (First Reading) OAM-2024-01:** Receive a Report, Hold a Discussion and Take Action on a Request from the City of Abilene to Amend the Land Development Code to Adopt a New Airport Zoning Ordinance (AZO) **(Don Green)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending Resolution 192-2023 to Clarify Home Builder Association Membership Minimum Requirement **(Tim Littlejohn)**
14. **Ordinance (First Reading) CUP-2024-10:** Receive a Report, Hold a Discussion and Take Action on A Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.32

Acres Zoned General Retail (GR) to Allow for a Freight Container. Located at 1350 Grape Street. (Tim Littlejohn)

15. **Ordinance (First Reading) Z-2024-31:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.44 Acres from Heavy Commercial (HC) to Office (O). Located at 1234, 1232, 1226 & 1218 N Treadaway Blvd. (Tim Littlejohn)
16. **Ordinance (First Reading) Z-2024-33:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Amend the Terms and Conditions of Planned Development District (PDD-181) Specifically to Add Approximately 5.9 Acres of Land Zoned Agricultural Open (AO) to be Added to Lot One to Allow Heavy Industrial Uses and Light Industrial Uses as Specified in the PDD. Located At 617 F.M. 2404. (Tim Littlejohn)
17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Thornton Homes for 5533, 5525, 5517, 5509, 5501, 5547, 5549 N 10th St and 2725 Roberts St. (Tim Littlejohn)
18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Sanford Construction LLC for 894, 898, 902, 906, 910, 914, 918, 922, 926, and 930 Minda St. (Tim Littlejohn)
19. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Abilene Custom Homes for 2569, 2565, 2563, 2571, 2561, 2557, 2573, 2553, 2577 Bel Air Dr (Tim Littlejohn)
20. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Mayhem Solutions for 2733 and 2741 Orange St. (Tim Littlejohn)
21. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Kris Gay Homes for 1349 Peach St (Tim Littlejohn)
22. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve the Abilene-Taylor County Public Health District's Charity Care Program. (Annette Lerma)
23. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to Daiken Applied America's, Inc. using TIPS Contract #T22010601 for Chiller Repairs at Abilene Convention Center (Lesli Andrews)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

24. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing The Issuance Of City Of Abilene, Texas, Combination Tax And Limited Surplus Revenue Certificates Of Obligation; Establishing Procedures And Delegating Authority For The Sale And Delivery Of The Certificates; Providing An Effective Date; And Enacting Other Provisions Relating To The Subject (Marjorie Knight)
25. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with Webber Construction to Build the Air Tanker Ramp at Abilene Regional Airport (Don Green)
26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Task Order with Garver to Perform Construction Phase Services for the Air Tanker Ramp (Don Green)
27. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles And Traffic," Article XIII, "Schedules," Section 18-289.1, "One-Way Streets-Certain Times," of the Abilene Municipal Code to Change

Traffic Restrictions at Crockett Early Head Start Facility (*Max Johnson*)

28. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 7.8 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (*Michael Rice*)
29. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 1.777 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (*Michael Rice*)
30. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 1802.91 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (*Michael Rice*)
31. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 5.9 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (*Michael Rice*)

EXECUTIVE SESSION

32. **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

13. Landfill disposal agreements

B. 551.072 (Deliberations about Real Property)

1. Eminent Domain, alley and drainage easement, 3472 Santa Monica Drive

C. 551.073 (Deliberations about Gifts and Donations)

1. Consideration of gifts and donations for Storybook Garden 2

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 15th day of November, 2024, at 2:30 p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

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 November 7, 2024 (Shawna Atkinson)**

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on November 7, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

CITY COUNCIL MEETING
November 7, 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 November 7, 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 Lynn Beard delivered the invocation.

Daniella and Ariacella Stokes, 5th graders from Ortiz 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:
 - Derrick Franklin – 25 Years – Police Department
 - Eric Katona – 25 Years – Police Department
 - Steven Valentine – 25 Years – Police Department
 - Danny Tollison – 25 Years – Police Department
 - Kelly McCoy – 25 Years – Parks & Rec
 - Jim Winward – 20 Years – Public Works

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-13. Item #13 was pulled from consideration prior to the meeting.

PUBLIC COMMENTS

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

- Derrick Stokes
- 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 3-12. Deputy Mayor Pro-tem Craver 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. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 17, 2024

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 252-2024]

Board	Term End Date
Abilene-Taylor County Venue District Board	
Shae Woodard-Hall [Reappointment]	November 2026
Abilene-Taylor County Public Health Advisory Board	
Leslie Hutchins [Reappointment]	November 2026
Randy Williams [Reappointment]	November 2026
Airport Development Board	
Randy Williams [Reappointment]	November 2026
Mark Perkins [Reappointment]	November 2026
Cindy Ramsay [Reappointment]	November 2026
Board of Adjustment	
Shawnda Rixey [Regular] [Reappointment]	November 2026
Josh Radar [Regular] [New]	November 2026
Chip Whitlock [Alternate] [Reappointment]	November 2026
Board of Building Standards	
Delbert Allred [Regular] [Reappointment]	November 2026
AJ Grettillat [Alternate] [Reappointment]	November 2026
Civil Service Commission	
Blair Schroeder [Reappointment]	November 2027
Landmarks Commission	
Johanna Partain [Alternate] [Reappointment]	November 2027
Chaile Allen [Regular] [New]	November 2027
Library Advisory Board	
Vicki House [New]	November 2027
Karen Turner [New]	November 2027
Mayor's Advisory Board for People with Disabilities	
Debra Turner [Reappointment]	October 2026
Mary Catom [Reappointment]	October 2026
Rani Burke [New]	October 2026
Visual Arts Jury	
Stephen Jones [New]	N/A

5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 253-2024]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Accept a Hazard Mitigation Grant for the Purchase of Facility Generators for Identified City Facilities
[ASSIGNED RESOLUTION NO. 254-2024]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob and Martin, LLC for the Zoo Dam Safety Plan
[ASSIGNED RESOLUTION NO. 255-2024]
8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 7.8 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement
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10. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 1802.91 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement
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12. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "Motor Vehicles And Traffic," Article XIII, "Schedules," Section 18-289.1, "One-Way Streets-Certain Times," of the Abilene Municipal Code to Change Traffic Restrictions at Crockett Early Head Start Facility

ITEMS PULLED FROM CONSIDERATION

13. Ordinance (First Reading) CUP-2024-08: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow Re-Construction of a 120' Tall Monopole Within General Retail (GR), Located at 920X Westview Drive

[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

REGULAR AGENDA

Mayor Hurt announced that Item #14 would be considered after Executive Session.

15. Ordinance (Final Reading) CUP-2024-09: 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 Allow an Antenna Tower – Commercial at 2588 East Lake Road
[ASSIGNED ORDINANCE NO. 49-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to allow an antenna tower at the above referenced property.

Mayor Hurt opened the public comment period. The following spoke in support of the item:

- Bryan Sullivan

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

Councilmember Regan 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

16. Ordinance (Final Reading) TC-2024-02: Receive a Report, Hold a Discussion and Public Hearing, 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

[ASSIGNED ORDINANCE NO. 50-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would abandon certain portions of the public right-of-way (ROW) at the above referenced location.

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

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

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

NAYS (0): None

17. Ordinance (Final Reading) Z-2024-27: Receive a Report, Hold a Discussion and Public Hearing, 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

[ASSIGNED ORDINANCE NO. 51-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Central Business District (CB) to Planned Development District 189 (PDD-189).

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

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

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

NAYS (0): None

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

[ASSIGNED ORDINANCE NO. 52-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Residential Single-Family (RS-6) to Heavy Commercial (HC).

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

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

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

NAYS (0): None

19. Ordinance (Final Reading) Z-2024-29: Receive a Report, Hold a Discussion and Public Hearing, 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
[ASSIGNED ORDINANCE NO. 53-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Multi-Family (MF) to Planned Development District 188 (PDD-188).

Mayor Hurt opened the public comment period. The following spoke in support of the item:

- Tal Fillingim

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

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

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

NAYS (0): None

20. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 54-2024]

Robert Hanna, City Manager, presented the item. Adoption of the item would temporarily suspend the additional fluoridation of the City's water supply.

Mayor Hurt opened the public comment period. The following spoke in support of the item:

- Jennifer Bell
- Tammy Fogle
- Eric Bengs

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

Council indicated their desire to see staff move forward with removing the fluoride addition permanently at a later date.

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

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:27 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:

21.A.551.071 (Consultation with Attorney)

1. Cause No 51572-A – Derek Craig Stokes v. Officers Campbell and Randall Farmer

2. Item #22 – AEL Contract

21.B.551.072 (Deliberations about Real Property)

1. Item #14 – Chapter 380 Agreement with Chick-fil-A

21.D.551.074 (Personnel Matters)

1. City Manager

The Executive Session ended at 10:21 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract with Abilene Environmental Landfill, Inc. for Solid Waste Disposal Services
[ASSIGNED RESOLUTION NO. 256-2024]

Earlier in the meeting, under Section 551.071 (Consultation with Attorney) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:27 a.m., and ended at 10:21 a.m. No votes or actions were taken at that time.

Michael Rice, Assistant City Manager, presented the item. Adoption of the item would approve a contract with Abilene Environmental Landfill, Inc., for solid waste disposal services.

Mayor Hurt opened the public comment period. The following spoke in support of the item:

- Mike Perez

The following spoke in opposition to the item:

- Corey Matthews

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

Councilmember Regan moved to approve this agreement and may not be enforced by any third-party beneficiary whether intended or unintended 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

22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting a Chapter 380 Agreement with Chick-Fil-A, Inc. for Construction of Public Improvements
[ASSIGNED RESOLUTION NO. 257-2024]

Earlier in the meeting, under Section 551.072 (Deliberations about Real Property) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:27 a.m., and ended at 10:21 a.m. No votes or actions were taken at that time.

Robert Hanna, City Manager, presented the item. Adoption of the item would approve a Chapter 380 Agreement with Chick-Fil-A, Inc., for construction of public improvements.

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

- Tammy Fogle

With no other 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 (1): Councilmember Regan

ADJOURNMENT

There being no further business, the meeting adjourned at 10:35 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4.

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

- Abilene-Taylor County Child Advocacy Center Board
- Abilene Housing Authority
- Board of Adjustment
- Board of Building Standards
- Neighborhood Services Advisory Board
- Planning & Zoning Commission

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 21st day of November, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Abilene-Taylor County Child Advocacy Center Board</i>	
Aubri Ward [Reappointment]	December 2027
Kerri Barber [New]	December 2025
Alanna Brennan [New]	December 2025
Heather Hadlock [New]	December 2026
<i>Abilene Housing Authority</i>	
Celestine Daugherty [Reappointment]	November 2026
Macy McMillian [Reappointment]	November 2026
Matthew Dodd [New]	November 2026
<i>Board of Adjustment</i>	
Laura Donaway [Alternate] [New]	November 2026
<i>Board of Building Standards</i>	
Jesse Wyatt [Reappointment]	November 2026
Sean McNiell [Reappointment]	November 2026
<i>Neighborhood Services Advisory Board</i>	
Laura Donaway [New]	November 2026
Terry Cagle [Reappointment]	November 2026
Julie Wilson [Reappointment]	November 2026
<i>Planning and Zoning Commission</i>	
Gary House [New]	November 2026



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

- Abilene-Taylor County Child Advocacy Center Board
- Abilene Housing Authority
- Board of Adjustment
- Board of Building Standards
- Neighborhood Services Advisory Board
- Planning & Zoning Commission





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up (Contract) for the amount not to exceed \$243,060.00. This project will provide for the commissioning and start-up of the Possum Kingdom Raw Water Roughing Facility (PKRWRF) to address water needs during drought conditions. The scope includes selecting a commissioning contractor, developing necessary bidding documents, and supporting start-up activities, including optimization and performance testing.

SPECIAL CONSIDERATIONS

The City of Abilene holds three System Water Availability Agreements with the Brazos River Authority totaling 19,418 acre-feet of raw water to be taken from the Possum Kingdom Reservoir. The Possum Kingdom water is intended to replace the Hubbard Creek Water Supply during times of extreme drought. Possum Kingdom water has a high concentration of salts which exceeds the drinking water standards for chlorides and Total Dissolved Solids, and therefore the raw water must receive additional treatment to reduce the salt content to meet regulatory standards. The City of Abilene Possum Kingdom Raw Water Roughing Facility (PKRWRF) provides a means for reducing the salt concentration in the blended product water making it chemically comparable to the raw water from Hubbard Creek Lake. The PK pipeline system and PKRWRF have the capacity to produce an annual average blended product water

capacity of 8.88 mgd, and a maximum daily capacity of 11.32 mgd.

The extreme drought ended in 2016 before the PKRWRF was completed and placed into operation. Abilene made the decision to finalize plant construction, but to not put the plant in operation. In early August, 2024 the Hubbard Creek Lake surface elevation dropped below 1170 feet MSL. Staff recommended that the City initiate preparation for startup of the PKRWRF. Membranes and Modules for the PKRWRF have been purchased and ordered. This Contract is the next step in the startup process.

FUNDING/FISCAL IMPACT

The Professional Services Contract will be paid utilizing Water Utilities funds designated for Capital Improvement Program projects.

STAFF RECOMMENDATION

Staff Recommends that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up (Contract) for the amount not to exceed \$243,060.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution-PKRWRF Start Up Contract - eHT
2. Contract
3. 3 - Presentation-PKRWRF Start Up Contract - eHT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE POSSUM KINGDOM RAW WATER ROUGHING FACILITY COMMISSIONING AND START UP.

WHEREAS, the City of Abilene (City) owns the Possum Kingdom Raw Water Roughing Facility (PKRWRF); and

WHEREAS, the Possum Kingdom Raw Water Roughing Facility (PKRWRF) is designed to receive raw water from Possum Kingdom Lake and reduce the salt concentration prior to subsequent complete treatment by the City's Northeast or Grimes Water Treatment Plants; and

WHEREAS, the commissioning and start-up of the PKRWRF will address water needs during drought conditions; and

WHEREAS, the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up will provide for selecting a commissioning contractor, developing necessary bidding documents, and supporting start-up activities, including optimization and performance testing; and

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

That the City Manager is authorized to execute a professional services contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up for the amount not to exceed \$243,060.00.

ADOPTED this 21st day of November, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the 21st day of **November 2024**, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and **Enprotec-Hibbs & Todd**, a **Corporation** organized under the laws of the State of Texas. ("Professional").

The City is engaged in **Possum Kingdom Roughing Facility Commissioning and Start Up** 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 engineer properly licensed 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 **October 15, 2025**.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☐ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☐ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☐ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Rodney Taylor, City of Abilene
Director of Water Utilities
PO Box 60
Abilene, TX 79604-0060

Professional – ATTN:
Jordan Hibbs, P.E., President
Enprotec-Hibbs & Todd
402 Cedar Street
Abilene, Texas 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity

or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By:



Digitally signed by
Jordan Hibbs
Date: 2024.11.04
20:12:59-06'00'

Name:

Name: Jordan S. Hibbs, PE

Title:

Title: President

Address: 402 Cedar Street, Abilene, TX 79601

Phone Number: 325-698-5560

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Bradley Evans, CPA
Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

SCOPE OF SERVICES

CITY OF ABILENE – Possum Kingdom Roughing Facility Commissioning and Start Up

See attached Exhibit “A” Scope of Services

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(Time and materials basis per the schedule of charges for Professional Services) per hour, or per the attached schedule, not to exceed \$243,060.00.

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 \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by the City.

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

Before final acceptance of this project by the City, if 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, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

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

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

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

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

EXHIBIT “A”

SCOPE OF SERVICES

CITY OF ABILENE – POSSUM KINGDOM ROUGHING FACILITY COMMISSIONING AND START UP

The City of Abilene (City) is preparing to commission the Possum Kingdom Raw Water Roughing Facility (PKRWRF) as current drought conditions intensify. The PKRWRF was completed in 2017 in response to the then new drought of record for West Texas that began in the early 2010's. While construction was completed, the PKRWRF was not commissioned in 2017 as heavy rains refilled area reservoirs - ending that drought cycle. Consultant (or “Engineer”) shall provide the following services in support of the City's commissioning and start up of the PKRWRF:

I. Commissioning

A. The Engineer shall support the City in selecting and contracting with a Commissioning Contractor including developing contract documents for execution by the City and Contractor.

1. Develop bidding documents for the purpose of procuring a Commissioning Contractor.
2. Assist the City in advertising the project and responding to questions during the bidding process.
3. Assist the City in evaluating bids and develop a recommendation of award.

B. The Engineer shall work with the Commissioning Contractor to:

1. Establish a current parts and equipment inventory, and recommend additional inventory needed to support initial facility operation.
2. Develop a commissioning program which includes, but is not limited to:
 - a. Commissioning organizational charts for key treatment processes, including personnel requirements;
 - b. Commissioning schedules including determination of the order in which various equipment components will be commissioned;
 - c. Start up procedures for major equipment components;
 - d. Updated documentation including the Plan of Operations, Operation and Maintenance Manuals, training materials, and test plans and procedures; and,
 - e. Support for the procurement of necessary materials and consumables, including spare parts and chemicals.

- C. The Engineer shall support the Commissioning Contractor with tests designed to encompass possible modes of operation including alarm conditions. Commissioning is anticipated to include:
 - 1. Rotating equipment alignment checks and motor bumps verifying rotation direction;
 - 2. Energizing of equipment;
 - 3. Instrumentation calibration;
 - 4. Leak checking;
 - 5. Fluid circulation;
 - 6. Checkout and verification of PLC and emergency shutdown systems;
 - 7. Testing of safety functions; and,
 - 8. Vendor commissioning of equipment components.
- D. Engineer shall provide documentation throughout the commissioning activities. Documentation will include commissioning procedures, checklists, tasks performed, and any corrective actions taken.

II. Start Up

- A. The start up phase begins when chemicals are introduced into the treatment process and the system is ramped up to steady state operation.
- B. The Engineer shall support the Commissioning Contractor during the start up phase by assisting in the optimization of plant systems to prepare for subsequent performance testing.
 - 1. Engineer will establish a sampling program for start up and shake-out operation. Sampling program will include instructions for frequency of collection and required analyses.
- C. Engineer will determine when the PKRWRF has reached steady state operation and is ready for performance testing.
- D. Engineer shall provide documentation throughout start up activities. Documentation will include tasks performed, changes made, issues addressed, etc.

III. Performance Testing

- A. The PKRWRF will be operated in accordance with the Plan of Operations to demonstrate the treatment system satisfies performance requirements for the facility.

- B. Performance test success criteria will be obtained and evaluated by the Engineer over a minimum time period of 30-days, including:
 - 1. System effectiveness in achieving a product water with a quality similar to raw water in Hubbard Creek Reservoir;
 - 2. System production rates;
 - 3. System availability and reliability; and
 - 4. Other performance goals such as power usage, chemical usage, and operational flexibility.
- C. Engineer shall provide a Technical Memorandum summarizing performance testing including discussion of and corrective actions taken for non-normal operations that are encountered or discrepant data requiring an analysis and operational response.
- D. Engineer will update the Plan of Operations and Operation and Maintenance Manuals based on start up and performance testing.

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. City shall pay Engineer for services set forth in this Exhibit A on a time and materials basis per the schedule of charges below not to exceed \$243,060.00.
 - a. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2025, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2024)

Charges include all salaries, salary expense, overhead, and profit.

Principal	\$ 250.00 per hour
Senior Project Manager	210.00 per hour
Project Manager	180.00 per hour
Senior Engineer / Geologist	165.00 per hour
Project Engineer / Geologist	145.00 per hour
Staff Engineer I / Geologist I	125.00 per hour
Staff Engineer II / Geologist II	120.00 per hour
RPLS I	170.00 per hour
RPLS II	140.00 per hour
Operations Specialist / Regulatory Compliance Specialist	160.00 per hour
Contract Operator (Certified Class A/B Operator)	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	145.00 per hour
Engineering / Field Technician II	120.00 per hour
Engineering / Field Technician III	90.00 per hour
CAD I	140.00 per hour
CAD II	110.00 per hour
CAD III	75.00 per hour
Administrative	80.00 per hour
Survey Party	235.00 per hour - 3 man
	210.00 per hour - 2 man
	185.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

PKRWRF Commissioning and Start Up

City of Abilene

Prepared by:	USH	Reviewed by:	SFH
Date:	5/16/2024	Date:	5/22/2024



Budget Hours

ENGINEERING TASKS															
Rates		Project Principal \$250	Sr. Project Manager \$210	Project Manager \$180	GPS Survey Crew \$210	Project Engineer \$165	Operations Specialist \$160	CAD 1 \$140	CAD 2 \$110	Admin. Assistant \$80	Structural Engineer / Architect 1.10	Expenses 1.10	Budgeted Task Cost		
1	Commissioning and Start Up Tasks														
1.1	Contractor Selection														
1.2	Equipment and Parts Inventory														
1.3	Commissioning Program Development														
1.4	Commissioning Field Activities														
1.5	Start Up														
1.6	Performance Testing														
1.7	Final Documentation														
1.8	QA/QC														
		12	20										\$243,060.00		
						60				40			\$30,500.00		
			40	50		20	30					\$2,000	\$18,820.00		
			20	24		40	60			6		\$1,000	\$27,640.00		
		2	24	24		16	40					\$2,000	\$17,360.00		
			12	20		30	400					\$8,000	\$96,950.00		
			40	60		10	30					\$2,000	\$15,490.00		
			12	24		20	80					\$2,000	\$29,100.00		
			24	32									\$7,200.00		
			20												
										</					

**Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc.
for the Possum Kingdom Raw Water Roughing Facility Commissioning and
Start Up**





Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up

- Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up
- Contract value not to exceed \$243,060.00.
- The scope includes selecting a commissioning contractor, developing necessary bidding documents, and supporting start-up activities, including optimization and performance testing.





Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up

- Possum Kingdom water is intended to replace the Hubbard Creek Water Supply during times of extreme drought.
- Possum Kingdom water has a high concentration of salts which exceeds the drinking water standards for chlorides and Total Dissolved Solids, and therefore the raw water must receive additional treatment to reduce the salt content to meet regulatory standards.





Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up

- The City of Abilene Possum Kingdom Raw Water Roughing Facility (PKRWRF) provides a means for reducing the salt concentration in the blended product water making it chemically comparable to the raw water from Hubbard Creek Lake.
- The extreme drought ended in 2016 before the PKRWRF was completed and placed into operation.
- Abilene made the decision to finalize plant construction, but to not place the plant in operation at that time.





Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up

- In early August, 2024 the Hubbard Creek Lake surface elevation dropped below 1170 feet MSL, which triggers a delivery restriction down to 100% of Abilene's 72.98% share of the allocated safe yield of the lake (13,080 acre-feet annually).
- Staff recommended that the City initiate preparation for startup of the PKRWRF.
- Membranes and Modules have been purchased and ordered.
- This is the next step in the startup process



Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Commissioning and Start Up

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract With Jacob & Martin, LLC. for the Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin LLC (JM) for the Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering (Contract) for the amount not to exceed \$130,000.00. This contract will provide for the preliminary engineering necessary to assess and design relocations for the City's water and sewer utilities in conflict with TXDOT's IH-20 roadway improvements from West Lake Road to Hwy 351. The scope includes project startup, data collection, and utility conflict evaluations, followed by preliminary design schematics for necessary relocations. Additionally, the project encompasses planning for TXDOT reimbursements and easement acquisitions.

SPECIAL CONSIDERATIONS

The IH-20 Utility Relocation Project is being conducted in response to the Texas Department of Transportation (TXDOT) project along Interstate Highway 20 (IH-20). TXDOT's project, extending from Westview Drive to near the Taylor-Callahan County line, consists of adding additional lanes, roadway widening, ramp and drainage improvements and extensions of existing rights-of-ways. The TXDOT project is divided into three phases (WA1, WA2, and WA3). This project focuses on Phase 1 (WA1), which spans from east of West Lake Road to Hwy 351, where multiple water and sewer utilities are located within the TXDOT project corridor and may need relocation.

This project's scope includes preliminary engineering services to evaluate and design utility

relocations for Phase 1 (WA1) of the IH-20 project. JM will begin with data collection and a project kick-off to set roles and schedules. Following that, JM will perform a utility conflict evaluation to identify water and sewer lines in conflict with TXDOT's plans using Subsurface Utility Engineering (SUE) to determine precise locations. Once conflicts are identified, preliminary design schematics for the relocations will be created, including recommendations for any utility upsizing.

In addition, the project includes TXDOT reimbursement planning for relocation costs, easement acquisition for necessary rights-of-way, and preparation of a basis of design memorandum summarizing the planned relocations, costs, and schedule. The timeline is structured to align with TXDOT's schedule, allowing for completion of the preliminary engineering tasks well before the final design and construction phases.

Due to the funding mechanism for the TXDOT Interstate Highway 20 project, the cost incurred by the City to relocate utilities may be subject to reimbursement from TXDOT. The Department will work closely with JM to take advantage of all the reimbursement opportunities provided by TXDOT.

FUNDING/FISCAL IMPACT

The Professional Services Contract will be paid utilizing Water Utilities CIP fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Jacob & Martin, LLC. for the Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering for an amount not to exceed \$130,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution-PSContract-JM-IH20 TXDOT Utility Relocates
2. 11.2024 IH-20 TXDOT Utility Relocates Contract - JM
3. 3 - Presentation-PSContract-JM-IH20 TXDOT Utility Relocates

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB & MARTIN, LLC. FOR THE INTERSTATE HIGHWAY 20 UTILITY RELOCATES – PHASE 1 PRELIMINARY ENGINEERING.

WHEREAS, the City of Abilene (Abilene) owns and operates water and wastewater utilities within the Interstate Highway 20 (IH-20) Texas Department of Transportation (TXDOT) right-of-way and under IH-20; and

WHEREAS, as part of the TXDOT IH-20 project, TXDOT plans to add additional lanes, widen roadways, construct ramp improvements, improve drainage and acquire additional rights-of-way; and

WHEREAS, the existing water and wastewater utilities within the IH-20 TXDOT right-of-way and under IH-20 maybe be in conflict with TXDOT’s project and will need to be relocated; and

WHEREAS, the Professional Services Contract with Jacob & Martin, LLC. (JM) for the Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering will provide for a comprehensive preliminary engineering assessment to identify and design the necessary relocations of City-owned water and sewer utilities that are in conflict with TXDOT’s Phase 1 roadway improvements along IH-20 in an amount not to exceed \$130,000.00; and

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

That the City Manager is authorized to execute a professional services contract with Jacob & Martin, LLC. for the Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering for the amount not to exceed \$130,000.00.

ADOPTED this 21st day of November, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the 21st day of November 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Jacob & Martin, LLC, a Limited Liability Corporation, organized under the laws of the State of Texas (“Professional”).

The City is engaged in Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering, 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 engineer properly licensed 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 the schedule included in Exhibit A.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☐ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☐ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☐ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Rodney Taylor, Water Utilities Director
555 Walnut St.
Abilene, TX 79604-0060

Professional – ATTN:
Kirt Harle, P.E.
3465 Curry Lane
Abilene, TX 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By: 

Name:

Name: **Kirt Harle, P.E.**

Title:

Title: **Senior President**

Address: **3465 Curry Lane, Abilene, TX 79606**

Phone Number: **325-695-1070**

Federal Tax ID#: **75-1285782**

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See attached Exhibit A for Scope of Services.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(see **Exhibit B for rate schedule**) per hour, or per the attached schedule, not to exceed **\$130,000.00**.

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 \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by the City.

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

Before final acceptance of this project by the City, if 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) ____

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) X

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

The Texas Department of Transportation (TXDOT) is proposing to make roadway improvements to Interstate Highway 20 (I-H-20). The extents of the proposed roadway improvements run from the intersection of Westview Drive and IH-20 east to a location near the Taylor-Callahan County line. TXDOT is proposing to construct the proposed roadway improvements in three phases (WA1, WA2, and WA3). The first phase generally runs from just east of West Lake Road to Hwy 351. The City has multiple water and sewer utility lines located throughout the project corridor that need to be evaluated for potential relocation and relocated if determined to be in conflict with the proposed TXDOT project. The scope of services for this agreement includes preliminary engineering services for the evaluation and design of the utility relocations for Phase 1 (WA1) of the TXDOT project. Based on our understanding of the project, the following scope of services is recommended:

Task A – Project Startup and Management

1. Conduct project kick-off meeting:
 - a. Meet with City administration and staff, TXDOT representative(s), and TXDOT's consultant(s) to discuss schedule, goals, and deliverables for the project.
 - b. Prepare a request for information for the City and TXDOT prior to meeting.
 - c. Prepare meeting minutes and actions items and disperse to all meeting attendees.
2. Data Collection:
 - a. Collect from the City all available record drawings, condition assessment reports, and other related utility information.
 - b. Collect from TXDOT the most recent schedule, right-of-way documents, and construction drawings for Phase 1 of the TXDOT project.
3. Establish Project Management Plan:
 - a. Identify roles and responsibilities of key personnel for City and Professional.
 - b. Establish frequency for regularly scheduled progress meetings.
 - c. Establish a schedule for project milestones and deliverables.

Task B – Utility Conflict Evaluation

1. Preliminary Evaluation:

- a. Review most recent construction drawings and right-of-way documents provided by TXDOT.
- b. Review City GIS data for all existing water and sewer utilities.
- c. Perform a preliminary desktop review to determine locations where potential conflicts may occur with TXDOT proposed improvements and existing City utilities.

2. Subsurface Utility Engineering (SUE):

- a. Perform all levels of Subsurface Utility Engineering (SUE) to further evaluate utilities that were determined to potentially conflict with the TXDOT proposed roadway improvement. The four levels of SUE include the following:
 - i. Level D – Review all the City’s GIS records and overlay proposed TXDOT improvements (this level of SUE will be performed as part of the preliminary evaluation phase of the project).
 - ii. Level C – Perform topographic surveying to identify all above grade structures and utility locates resulting from “One-Call”.
 - iii. Level B – Use ground penetrating radar (GPR) where it is not feasible to Hydrovac and visibly inspect utilities located below grade.
 - iv. Level A – Hydrovac water and sewer utility lines to obtain actual locations, both horizontally and vertically (as deemed to be necessary).
- b. Professional shall prepare and maintain an interactive online GIS SUE database that will provide the City, TXDOT, and TXDOT’s consultant(s) real time access to data as it is populated in the SUE database.

3. Final Evaluation:

- a. Evaluate SUE and prepare a list of utility conflicts with exhibits and review with City.
- b. Meet with TXDOT personnel and TXDOT’s consultant(s) to review the list of utility conflicts.
- c. Discuss with TXDOT locations where roadway improvements can be adjusted to eliminate potential utility conflicts.
- d. Based on discussions and input from TXDOT prepare a final list of utility conflicts.

- e. Meet with City to review final list of utility conflicts.

Task C – Preliminary Design

1. Perform topographic surveying as required to develop preliminary design schematics for proposed utility relocations. The topographic surveying to be conducted during the preliminary engineering phase does not replace the need for more extensive topographic surveying that may be required to develop a final design and construction drawings for the utility relocations.
2. Prepare preliminary design schematics for relocation of utilities that will conflict with the TXDOT roadway improvements.
3. Consider all updated TAC requirements for installation of utilities within TXDOT right-of-way while preparing design schematics.
4. Prepare opinions of probable cost for the proposed utility relocations.
5. Investigate and make recommendations for potential upsizing of utilities that are to be relocated.
6. Meet with TXDOT and TXDOT's consultant(s) to review the preliminary design schematics.
7. Investigate and propose to the City a recommended procurement method for the project.
8. Prepare a basis of design memorandum for the City that includes the preliminary design schematics, recommended utility upsizing, opinion of probable costs, and proposed schedule for implementation of utility relocations.
9. Meet with City to review and discuss the basis of design memorandum.

Task D – TXDOT Reimbursement Planning and Support

1. Obtain from TXDOT and review all required policies and procedures for preparing and receiving reimbursements for utility relocations.
2. Prepare utility agreements and other required documentation (maps, exhibits, etc.) needed to request reimbursement from TXDOT.
3. Meet with City and TXDOT to review the reimbursement request.
4. Evaluate and provide analysis of potential betterments (upsizing) for utilities that are proposed to be relocated. Coordinate with TXDOT using their eligibility ratio to determine betterment costs and impact to the City.

Task E – Right-Of-Way Acquisition

1. Perform research to determine ownership of each parcel requiring easement acquisition or purchase to accommodate proposed utility relocations.
2. Perform site visits to each parcel either accompanied by landowner or with landowner's prior consent.
3. Compile data and complete analysis to determine the initial offering price for acquisition of the easements.

4. Negotiate easement at a price not to exceed the previously agreed upon initial offer amount approved by City.
5. Record easements in the Official Public Records of Taylor County and provide City with an original copy of each easement as recorded.
6. Perform required field and legal surveying to prepare legal exhibits for easements.

EXCLUSIONS

The following items are not included under this agreement but will be included as part of a future agreement with the City for final design, bidding, and construction management of proposed utility relocations:

- Subsurface soils testing and geotechnical studies.
- Preparation of contract documents and specifications.
- Preparation of construction drawings.
- Preparation of TXDOT permits.
- Construction materials testing.
- Construction staking.
- Full-time construction observation.

SCHEDULE

Professional shall begin work under this Agreement following execution of agreement and shall complete the tasks outlined in this scope of services in accordance with the schedule below in Table 1. The schedule in Table 1 is based on TXDOT's schedule for implementation of Phase 1 (WA1) of the IH-20 roadway improvements project. TXDOT's most recent schedule is shown in Table 2. If TXDOT revises their schedule at any point during the preliminary engineering phase of the project, then Professional will likewise adjust their schedule accordingly. The Professional's schedule below assumes an anticipated agreement date near the first of October 2024.

Table 1 – Professional's Schedule

Task Description	Completion Date
Task A – Project Startup and Management	October 31, 2024
Taks B – Utility Conflict Evaluation	January 31, 2025
Task C – Preliminary Design	March 31, 2025
Task D – TXDOT Reimbursement Planning and Support	March 31, 2025
Task E – Right-Of-Way Acquisition	May 31, 2025

Table 2 – TXDOT Phase 1 (WA1) Schedule

Milestone	Date
60% P&S Submittal	January 13, 2025
90% P&S Submittal	June 26, 2025
95% P&S Submittal	October 1, 2025
Final P&S Submittal	December 23, 2025
Letting Date	June 16, 2026

Note: Professional's schedule allows for completion of the preliminary engineering services (excluding Right-Of-Way Acquisition) approximately 15 months prior to the letting date for WA1. The intent of the preliminary engineering schedule is to allow 14 months to complete the final design and construction of the utility relocations.



INTEGRITY
EXCELLENCE
TRUST

EXHIBIT B
TO AGREEMENT FOR PROFESSIONAL SERVICES

FEES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	\$ 230.00
Principal Engineer	210.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	125.00
Engineering Technician - 1	130.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	100.00
CAD Draftsman - 2	85.00
Engineering / Architectural Intern	60.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 200.00
Licensed Architect - 1	190.00
Licensed Architect - 2	150.00
Licensed Interior Designer	115.00
Architectural Associate	110.00

ANCILLARY SERVICES

Environmental Scientist	\$ 120.00
Environmental Technician	75.00
GIS Technician - 1	130.00
GIS Technician - 2	90.00
Senior Land Man	105.00
Clerical - 1	100.00
Clerical - 2	75.00

Effective 1/1/2024



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	175.00
Surveyor-in-Training (S.I.T.)	110.00
1-Man Crew	100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
2-Man Crew	150.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	175.00
3-Man Crew	175.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	200.00
GPS Equipment	80.00
Robotic Total Station	65.00
Vehicle Charge (perday) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 105.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	100.00
Licensed Water/Wastewater Operator (A/B)	100.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (perday) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2024



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

**Approve a Professional Services Contract with Jacob & Martin, LLC.
for the
Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering**





IH-20 TXDOT Utility Relocates – Phase 1

- Approve a professional services contract with Jacob & Martin, LLC. for the Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering.
- Contract value not to exceed \$130,000.00.
- This contract will provide for the preliminary engineering necessary to assess and design relocations for the City's water and sewer utilities in conflict with Texas Department of Transportation's (TXDOT) Interstate Highway 20 (IH-20) roadway improvements from West Lake Road to Hwy 351





IH-20 TXDOT Utility Relocates – Phase 1

- TXDOT is in the design phase of a extensive project which will expand the number of traffic lanes along IH-20.
- TXDOT's greater project extends from Westview Drive to near the Taylor-Callahan County line.
- The project consist of adding additional lanes, roadway widening, ramp and drainage improvements and extensions of existing rights-of-ways.





IH-20 TXDOT Utility Relocates – Phase 1

- The TXDOT project is divided into three phases (WA1, WA2, and WA3).
- This project focuses on Phase 1 (WA1), which spans from east of West Lake Road to Hwy 351, where multiple water and sewer utilities are located within the TXDOT project corridor and may need to be relocated.
- This project's scope includes preliminary engineering services to evaluate and design utility relocations.





IH-20 TXDOT Utility Relocates – Phase 1

- Due to the funding mechanism for the TXDOT Interstate Highway 20 project, the cost incurred by the City to relocate utilities may be subject to reimbursement from TXDOT.
- The Water Utilities Department will work closely with Jacob and Martin, LLC to take advantage of all the reimbursement opportunities provided by TXDOT.





IH-20 TXDOT Utility Relocates – Phase 1



TXDOT Project – WA1



**Approve a Professional Services Contract with Jacob & Martin, LLC.
for the
Interstate Highway 20 Utility Relocates – Phase 1 Preliminary Engineering**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action Authorizing the Purchase of 21 L3Harris Mobile, XL-85M Radios through Daily & Wells' HGAC Buy Contract. (Don Green)

GENERAL INFORMATION

Abilene Police Department needs 21 additional mobile radios for the Patrol Tahoes on order and to be delivered later this year. APD currently uses the Harris XL-85 Mobile Radio in its Patrol vehicles and wants to continue using this same model for ease of operation and Officer interoperability. Staff requests to purchase these radios through Dailey & Wells' HGAC Buy contract, Quote Number 2024-3785 for \$81,228.21.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds will come from the Police Apparatus fund.

STAFF RECOMMENDATION

Transportation Services and Abilene PD staffs recommend approval.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Mobile Radios Purchase Resolution (11-21-24)
2. DAILEY WELLS QUOTE_2024-3785__21 - XL-85M Mobile Radio (Remote Mount)_10-04-2024
3. Mobile Radios Purchase

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS TO PURCHASE TWENTY-ONE L3 HARRIS MOBILE RADIOS FOR NEW PATROL VEHICLES THROUGH DAILEY & WELLS' HGACBUY CONTRACT NUMBER RA05-21, QUOTE NUMBER 2024-3785

WHEREAS, City of Abilene has ordered 21 additional new Patrol Tahoes for Abilene Police Department; and

WHEREAS, these new units will require L3 Harris XL-85 mobile radios that match existing mobile radios for better interoperability; and

WHEREAS, Dailey & Wells is a L3Harris authorized vendor under HGACBuy Contract Number RA05-21; and

WHEREAS, Dailey & Wells provided the City HGACBuy Quote Number 2024-3085 for \$81,228.21 for 21 XL-85M radios; and

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

PART 1: That the City Council approves this purchase of 21 XL-85M Radios from Dailey & Wells in the amount of \$81,228.21 through HGACBuy Contract #RA05-21, Quote # 2024-3085.

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

ADOPTED this 21st day November 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Dailey & Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

HGACBuy

THE SMART PURCHASING SOLUTION

Contract: HGAC RA05-21

L3HARRIS

DAILEY-WELLS

Bill To:
Jerry Reiling
City of Abilene, TX
E-Mail Invoices To:
melissa.denson@abilenetx.gov
Accounts Payable
PO Box 60
Abilene, TX 79604
13256766062
jerry.reiling@abilenetx.com

Ship To:
City of Abilene, TX
Airwave Services
Attention: Jerry Reiling
2641 S. 9th St.
Abilene, TX 79605

Quotation

Quote Number: 2024-3785
Terms: Net 30 Days
Date: 10/04/2024
Valid Until: 12/03/2024

Quote Title: 21 - XL-85M Mobile Radio (Remote Mount)

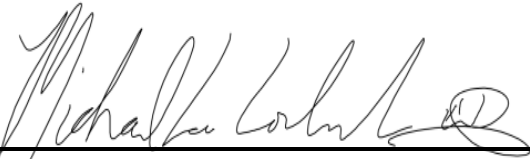
Sales Person:
Michael Lee Lockwood
michael.lockwood@dwcomm.com
+1 (281) 713-0405

Contract: HGAC RA05-21

Line	Qty.	Part Number	Description	List Price	Discount	Unit Price	Ext. Price
1	21	XQ-M78B	MOBILE,XL-85M,700/800 MHZ,35W	\$ 2,500.00	26%	\$ 1,850.00	\$ 38,850.00
2	21	XQ-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.21
3	21	XQ-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.21
4	21	XQ-PL4F	FEATURE, PHASE 2 TDMA	\$ 275.00	26%	\$ 203.50	\$ 4,273.50
5	21	XQ-PL4L	FEATURE, 700/800 MHZ BAND	\$ 0.01	26%	\$ 0.01	\$ 0.21
6	21	XQ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	\$ 1,200.00	26%	\$ 888.00	\$ 18,648.00
7	21	XQ-MC6A	MICROPHONE, XL, STANDARD MOBILE	\$ 105.00	26%	\$ 77.70	\$ 1,631.70
8	21	XQ-MA4F	KIT, MOUNTING XL-85M UNIVERSAL	\$ 250.00	26%	\$ 185.00	\$ 3,885.00
9	21	XQ-LS6A	SPEAKER, EXTERNAL, MOBILE	\$ 60.00	26%	\$ 44.40	\$ 932.40
10	21	XQ-CA6D	CABLE, POWER, XL-CH	\$ 87.00	26%	\$ 64.38	\$ 1,351.98
11	21	XQ-ZM2Z	KIT, CONVERSION, XL-85M, REMOTE CTRL HD	\$ 750.00	26%	\$ 555.00	\$ 11,655.00

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

Quotation Totals
Currency: US Dollar
Subtotal: \$ 81,228.21
Total: \$ 81,228.21



Sales Person Signature

Dailey & Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Purchase Order to be issued to:
Dailey & Wells Communications, Inc.
3440 E. Houston St.
San Antonio, TX 78219

Dailey Wells Communications, Inc. is registered with:
Wide Area Workflow (WAWF)
System For Award Management (SAM)

Dailey Wells Communications, Inc. is registered as a:
Certified SBE - Small Business Enterprise
Certified MBE - Minority Business Enterprise
Certified ABE - Asian American Business Enterprise
Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279
CAGE Code: 0EC35
DUNNS: 010551315

The Purchase Order must include the following references:

- Quote Number
- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
- Frequencies must be supplied with order if applicable
- Requested Delivery Date
- If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- Shipping will default to Best Way, 5 day ground, unless otherwise specific
- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

City Council Meeting

11/21/2024





APD Mobile Radios for Patrol

- For FY25, the City ordered 21 additional APD Patrol vehicles to the fleet to work toward individually assigned Patrol units.
- Each new vehicle will need a mobile radio installed.
- Dailey & Wells is the HGACBuy co-op vendor for L3Harris and provided the pricing in Quote Number 2024-3785.
- The total purchase price is \$81,228.21
- The funds will come from the Police Apparatus fund.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion, and Take Action on the purchase of one (1) 2024 Komatsu WA200-8 Wheel Loader with Rake Grapple and Standard Bucket through Kirby Smith Machinery of Abilene Texas Using Buy Board Cooperative Contract # 685-22 for Solid Waste Services (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) 2024 Komatsu WA200-8 Wheel Loader with standard bucket through Kirby Smith Machinery of Abilene Texas using Buy Board Cooperative Contract # 685-22 for Solid Waste Services.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$188,475.53, not including the rake grapple. The funds for this purchase were planned and included in the FY25 Budget. This is \$16,524.47 under budget. The rake grapple will be funded by Solid Waste in the amount of \$25,692.50

STAFF RECOMMENDATION

Fleet Services and Solid Waste Services staff recommend the purchase of one (1) 2024 Komatsu WA200-8 Wheel Loader with standard bucket through BuyBoard Co-operative Contract #685-22 through Kirby Smith Machinery of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP Wheel Loader Resolution
2. FY25 Co-Op Wheel Loader Pricing Worksheet
3. FY25 Co-Op WheelLoader Addtl Info
4. FY25 CO-OP Wheel Loader Budget vs Actual
5. FY25 CO-OP Wheel Loader Presentation PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE ONE 2024 KOMATSU WA200-8 WHEEL LOADER FROM KIRBY SMITH MACHINERY, INC., ABILENE TX, THROUGH BUYBOARD CO-OPERATIVE CONTRACT # 685-22

WHEREAS, City of Abilene has a need for one replacement Wheel Loader for Solid Waste Division;
and

WHEREAS, City of Abilene budgeted for this purchase for Fiscal Year 2025; and

WHEREAS, this unit will be a 2024 Komatsu WA200-8 Wheel Loader; and

WHEREAS, this unit will be to replace an existing unit that has reached end of life; and

WHEREAS, Kirby Smith Machinery, Inc. is an authorized vendor through Buyboard Cooperative; and

WHEREAS, City of Abilene received pricing for one 2024 Komatsu WA200-8 Wheel Loader with standard bucket from Kirby Smith, Quote Number switley-1371 through Buyboard Co-Operative Contract # 685-22.

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

PART 1: That the City Council approves this purchase from Kirby Smith of Abilene, Texas in the amount of One Hundred Eighty Eight Thousand Four Hundred Seventy Five Dollars and Fifty Three Cents (\$188,475.53) for one 2024 Komatsu WA200-8 Wheel Loader with standard bucket through Buyboard Co-Operative Contract # 685-22.

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

ADOPTED this 21st day of November, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



10/15/2024

Quote #: swhitley-1371

Cassandra Lambert
CITY OF ABILENE
Po Box 60
Abilene, TX 79604

Dear Cassandra Lambert:

We are pleased to quote the following for your consideration:
KOMATSU WA200-8 2024 model w/ 4 hours, Unit # K24629, S/N 88787.

The following Factory and Dealer Options are included in the package:

- **KOMATSU WA200-8 2024, 3SP**
- **200/250-5L & PT RIM FOR 20.5-25 TUBELESS**
- **TIRE ONLY (4) 20.5R25 VMT L3 BS**
- **BOOM - STANDARD**
- **3-S VLV+ATT EPC+ONE PIPING ON BOOM**
- **HYDRAULICS FOR QUICK COUPLER**
- **COUNTERWEIGHT, STANDARD**
- **BUCKET CYLINDER, STANDARD**
- **ENGINE INTAKE, STANDARD**

The Following Additional Options are available *(not included in current equipment quote pricing.)*

- **Werk Brau Hydraulic Rake Grapple \$25,692.50**

The following Attachments are included:

- **JRB NEXUS CAST QC/WA200**
- **ROCKLAND 2.75 YD GPX EXCAVATION QC BUCKET WA200**

Additional Details:

Sales Price:	\$188,475.53
Sales Tax	
Sub Total:	\$188,475.53

Total Price: **\$188,475.53**

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

To be purchased through BuyBoard. Contract # 685-22

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City



Shelby Whitley
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 432-333-7000
Cell: 432-241-2915
Email: swhitley@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**Wheel Loader**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3890	Solid Waste Services	2008	Caterpillar	928HZ	-	10,072	\$107,340.37	Auction	3	3 out of 4 Replacement Points

BUDGET vs ACTUAL COSTS
WHEEL LOADER

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3890	4104	Solid Waste Services	Wheel Loader	<u>\$205,000.00</u>	<u>\$188,475.53</u>	<u>(\$16,524.47)</u>
				\$205,000.00	\$188,475.53	(\$16,524.47) UNDER BUDGET

City Council Meeting

11/21/2024





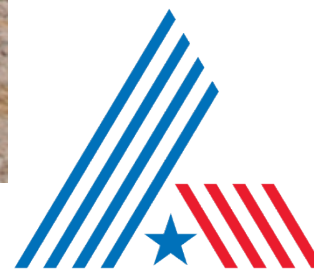
WHEEL LOADER

- Replacing unit 3890 for Solid Waste Services
- Purchase for One 2024 Komatsu WA200-8 Wheel Loader
- Unit to be Purchased from Kirby Smith through Buyboard Co-operative contract number # 685-22





WHEEL LOADER



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Lease with Abilene Aero for Hangar One (*Don Green*)

GENERAL INFORMATION

Abilene Aero has rented Hangar 1 on the northwest side of Abilene Regional Airport since January 2009. Most of the hangar has been sub-leased to house single-engine firefighting aircraft. The lease is in holdover and Abilene Aero wants to secure a new lease to be included in the reassignment of all leases to Freeman Holdings, Inc. upon completion of the sale of Abilene Aero.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The new lease will have an increase of 3% over the current lease rate and is subject to cumulative CPI increase every three years.

STAFF RECOMMENDATION

Staff recommends this new lease as a best use of airport assets for aviation purposes.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its November 13, 2024 meeting.

ATTACHMENTS:

1. Hangar 1 - Abilene Aero Lease Resolution (11-21-24)
2. Hangar 1 Lease Presentation (11-21-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TO LEASE HANGAR 1 TO
ABILENE AERO**

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

WHEREAS, Hangar 1 on the airport's northwest side has been leased to Abilene Aero since 2009 and is currently in holdover; and

WHEREAS, Abilene Aero and the Airport have agreed to the same terms of a new lease, including a 10-year primary term with one five-year term option; and

WHEREAS, the first year's rent rate will be \$31,464.59, with future rate adjustments subject to the CPI-U; and

WHEREAS, the Airport Development Board approved its recommendation at its November 13, 2024 meeting.

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

1. That the City Manager is authorized to enter into a lease for Hangar 1 with Abilene Aero, effective December 1, 2024
2. That this Resolution takes effect immediately upon Council approval.

ADOPTED this 21st day of November 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

11/21/2024

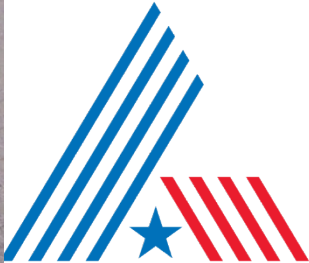




Hangar 1 Lease

- Abilene Aero has rented Hangar 1 on the northwest side of Abilene Regional Airport since January 2009.
- Most of the hangar has been sub-leased to house single-engine firefighting aircraft.
- The lease is in holdover and Abilene Aero wants to secure a new lease to be included in the reassignment of all leases to Freeman Holdings, Inc. upon completion of the sale of Abilene Aero.
- The new lease will have an increase of 3% over the current lease rate and is subject to cumulative CPI increase every three years.





CITY OF
ABILENE
TEXAS

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Reassignment of Various Leases with Abilene Aero to Freeman Holdings, Inc. (*Don Green*)

GENERAL INFORMATION

Abilene Aero has provided aircraft fueling, repairs, and hangaring at Abilene Regional Airport (ABI) since 1968. This company has provided best in class services to General Aviation, Air Carrier, and Military aviators since that time. The owners of Abilene Aero have decided to sell the company to Freeman Holdings, Inc.

Freeman Holdings, Inc., a family-owned Kansas-based company, operates 22 other Fixed Base Operations (FBOs) around the U.S., as well as other non-aviation business interests. They are seeking a reassignment of the current ground and hangar leases at ABI without changes to the current terms and have expressed a commitment to the planned construction of a crew facility adjacent to the future Air Tanker Ramp. The reassignment will occur upon completion of the sale in early 2025.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends reassigning the ground and hangar leases to Freeman Holdings, Inc.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for reassignment of leases at its November 13, 2024 meeting.

ATTACHMENTS:

1. Abilene Aero Lease Reassignment Resolution (11-21-24)
2. Abilene Aero Leases Reassignment Presentation (11-21-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TO REASSIGN AIRPORT
GROUND AND HANGAR LEASES WITH ABILENE AERO TO FREEMAN HOLDINGS, INC.**

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

WHEREAS, Abilene Aero has provided aircraft fueling, repairs, and hangaring at Abilene Regional Airport (ABI) since 1968; and

WHEREAS, the owners of Abilene Aero have decided to sell the company to Freeman Holdings, Inc; and

WHEREAS, Freeman Holdings, Inc. is seeking a reassignment of the current ground and hangar leases at ABI without changes to the current terms; and

WHEREAS, the reassignment will occur upon completion of the sale in early 2025; and

WHEREAS, the Airport Development Board approved its recommendation in favor of Freeman Holdings, Inc. at its November 13, 2024 meeting.

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

1. That the City Manager is authorized to reassign all Abilene Aero leases to Freeman Holdings, Inc. upon completion of the sale of Abilene Aero's assets.
2. That this Resolution takes effect immediately upon Council approval.

ADOPTED this 21st day of November 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

11/21/2024





Reassign Abilene Aero Leases

- Abilene Aero has provided aircraft fueling, repairs, and hangaring at Abilene Regional Airport (ABI) since 1968.
- This company has provided best in class services to General Aviation, Air Carrier, and Military aviators since that time.
- The owners of Abilene Aero have decided to sell the company to Freeman Holdings, Inc.



- Freeman Holdings, Inc., a family-owned Kansas-based company, operates 22 other Fixed Base Operations (FBOs) around the U.S., as well as other non-aviation business interests.
- They are seeking a reassignment of the current ground and hangar leases at ABI without changes to the current terms and have expressed a commitment to the planned construction of a crew facility adjacent to the future Air Tanker Ramp.







**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of One (1) Caterpillar 120 JY Motor Grader for Street Services, through Sourcewell Contract # 011723-CAT from Warren Cat of Abilene (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) 2024 Caterpillar 120 JY Motor grader through Warren Cat of Abilene Texas using Sourcewell Contract # 011723-CAT for Street Services.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$270,315.00. The funds for this purchase were planned and included in the FY25 Budget. This is \$39,685.00 under budget.

STAFF RECOMMENDATION

Fleet Services and Street Services staff recommend the purchase of one (1) 2024 Caterpillar 120 JY Motor grader through Warren Cat of Abilene Texas using Sourcewell Contract # 011723-CAT for Street Services.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 Motor Grader Replacement Resolution (11-21-24)
2. FY25 CO-OP Motor grader Additional Info
3. FY25 CO-OP Motor grader Budget vs Actual
4. FY25 CO-OP Motor grader Pricing Worksheet
5. FY25 CO-OP Motor grader Presentation PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

**TO PURCHASE ONE 2024 CATERPILLAR 120 JY MOTOR GRADER FROM WARREN CAT, ABILENE TX,
THROUGH SOURCEWELL CO-OPERATIVE CONTRACT # 011723-CAT, QUOTE # 303093-01**

WHEREAS, City of Abilene has a need for one replacement Motor Grader; and

WHEREAS, City of Abilene budgeted for this purchase for Fiscal Year 2025; and

WHEREAS, this unit will be a 2024 Caterpillar 120 JY Motor Grader; and

WHEREAS, this will replace Unit 3733, which has reached end of life; and

WHEREAS, City of Abilene received pricing for one 2024 Caterpillar 120 JY Motor Grader through Sourcewell Co-Operative Contract # 011723-CAT, Quote 303093-01; and

WHEREAS, Warren Cat is the Sourcewell approved vendor for the Motor Grader.

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

PART 1: That the City Council approves this purchase from Warren Cat of Abilene, Texas in the amount of Two Hundred Seventy Thousand Three Hundred Fifteen Dollars and Zero Cents (\$270,315.00) for one 2024 Caterpillar 120 JY Motor Grader through Sourcewell Co-Operative Contract # 011723-CAT, Quote 303093-01.

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

ADOPTED this 21st day November, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
MOTORGRADER**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3733	Street Services	2006	VOLVO	G946	-	7,278	\$196,945.69	Auction	3	3 out of 4 Replacement Points

BUDGET vs ACTUAL COSTS**Motorgrader**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3733	4103	Street Services	Motorgrader	<u>\$310,000.00</u>	<u>\$270,315.00</u>	<u>(\$39,685.00)</u>
				\$310,000.00	\$270,315.00	(\$39,685.00) UNDER BUDGET



Sourcewell Warren CAT Quote
Contract # 011723-CAT
City of Abilene Member ID# 101784

Quote 303093-01

Oct 15, 2024

CITY OF ABILENE
PO BOX 60
ABILENE
Texas
79604-0060

Attention: CASSANDRA LAMBERT

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 120 AWD JY Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C133982

SERIAL NUMBER: 0Y9D00956

YEAR: 2024

SMU: 11

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Chase Churchill
Machine Sales Representative

One (1) New Caterpillar Model: 120 AWD JY Motor Graders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Air cleaner, dual stage dry type radial -seal with service indicator through -messenger and automatic dust ejector
-Air-to-air after cooler (ATAAC) -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, auto -Drain, engine oil, ecology -Engine: --C7.1 diesel, with automatic -engine derate, and idle control. --Optimized VHP Plus --Engine ECO mode
--Fuel-water separator -Parking brake, multi-disc, sealed -and oil cooled -Priming pump, fuel -Transmission, 8 speed forward and 6 speed reverse, power shift, direct -drive

ELECTRICAL -Alarm, back-up -Alternator, -Batteries, maintenance free -Electrical system, 24V

OPERATOR ENVIRONMENT -Display, digital speed and gear -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, and -hydraulic oil temp) -Ladders, cab, left and right side -Message operator information display, -meter, hour, digital -ISO 6394 (70% fan speed) -Throttle control, electronic -

SAFETY AND SECURITY -Clutch, circle drive slip -Doors, engine compartment, -Ground level engine shutdown -Seat belt, retractable 76.2 (3")

TIRES, RIMS, AND WHEELS -A partial allowance for tires -on 254mm x 609mm (10"x24") multi- piece rims is included in the base -machine weight and price

OTHER STANDARD EQUIPMENT -CD ROM parts book -Doors, service compartment, -locking -SOS ports, engine, hydraulic, -transmission, coolant, fuel -Tool box -Fuel tank, 225 liters (59 gallon) -Radiator, cleanout access

MACHINE SPECIFICATIONS

120 14B AWD MOTOR GRADER	460-7652
GLOBAL ARRANGEMENT, JOY	561-6489
MOLDBOARD, 14' PLUS	320-7431
WEATHER, COLD PLUS AWD	467-7417
NO ACCUMULATORS, JOY	517-0699
DRAWBAR, TOP ADJUST, HYDTIP, JOY	462-6536
ENGINE, STAGE V AND T4 FINAL	590-7345
GROUND LEVEL, FUELING	577-8014
FUEL FILTER, NEXT GEN	574-8803
DRAIN, GRAVITY, ENGINE OIL	422-6603
FAN, STANDARD AWD	575-7685
BASE + 2 (RIP, FL) JOY	462-6518
RIPPER	456-5359
LIGHTS, BRAKE & BKP, TURN, LED	563-2423
JUMP START STUDS	506-4262
ALTERNATOR, 150 AMP	438-5769
STARTER, HEAVY DUTY	517-0703

REAR PANEL W/ ACCESS DOOR	498-8871
CAB, ROPS, PLUS, JOY, AWD	466-1367
SEAT, BASE, SUSPENSION, JOY	506-2611
SEAT BELT, W/ INDICATION	485-3445
PRODUCT LINK, CELLULAR PLE742	471-5509
NO GRADE CONTROL TECHNOLOGY	543-0221
JOYSTICK CONTROLS, BASIC	466-1315
CONTROL,AUTO ARTICULATION-DEMO	575-2980
TIRES, 14.0R24 MX XGLA2 1* MP	452-2802
DECALS, ENGLISH (U.S)	462-6655
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
SERIALIZED TECHNICAL MEDIA KIT	421-8926
COMFORT PACKAGE, PREMIUM, JOY	466-1360
LIGHTS, CAB LED, JOY	466-1302
LIGHT,LED WARNING STROBE,JOY	466-1299
CAMERA, REAR VISION, JOY	467-7439
MIRRORS, EXTERNAL, HEATED,JOY	466-1324
GUARD, BOTTOM	453-4972
HEATER, ENGINE COOLANT, 120V	255-1336
TOOTH, STRAIGHT	8J-5313
HIGH BAR, LED, JOY, AWD	573-6444
LIGHTS, WORKING, PLUS,LED,JOY	561-6399
GLOVE BOX, CAB	435-5797
ROLL ON-ROLL OFF	0P-2265
LANE 3 ORDER	0P-9003
swap boards for 320-2749 12 Ft moldboard	

SELL PRICE	\$270,315.00
EXT WARRANTY	Included
NET BALANCE DUE	\$270,315.00
AFTER TAX BALANCE	\$270,315.00

WARRANTY

Extended Coverage: 120 AWD-36 MO/3000 HR PREMIER

F.O.B/TERMS:

Delivered to City of Abilene yard.

Accepted by _____ on _____

Signature

City Council Meeting

11/21/2024





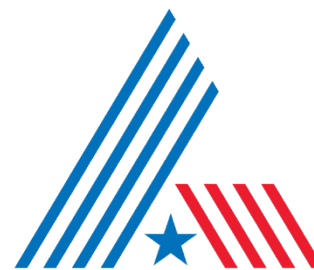
Motor grader

- Replacing unit 3733 for Street Services
- Purchase for One 2024 Caterpillar 120 JY Motor grader for \$270,315.00.
- Unit to be purchased from Warren Cat of Abilene through Sourcewell Co-operative contract number # 011723-CAT, Quote 303093-01.





Motor grader



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) OAM-2024-01: Receive a Report, Hold a Discussion and Take Action on a Request from the City of Abilene to Amend the Land Development Code to Adopt a New Airport Zoning Ordinance (AZO) *(Don Green)***

GENERAL INFORMATION

An amendment to the Land Development Code (LDC) to repeal Section 2.3.5.1 “Airport Zoning” and replace it with Section 2.3.5.1 “Airport Zoning,” as revised.

SPECIAL CONSIDERATIONS

The attached ordinance, if approved, would repeal and replace the existing Airport Zoning regulations and implement the development-related recommendations of the JLUS report.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission approved the request on November 5, 2024.

ATTACHMENTS:

1. Ordinance - AZO
2. FINAL - Abilene_Airport_Zoning_draft 7 amendments_CLEAN 2024 03 15 BAC
3. OAM-2024-01 Staff Report
4. AZO Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 2 (ZONING REGULATIONS) OF THE LAND DEVELOPMENT CODE (LDC) SPECIFICALLY TO REPEAL SECTION 2.3.5.1, "AIRPORT ZONING" AND TO REPLACE SAID SECTION WITH SECTION 2.3.5.1 "AIRPORT ZONING", AS REVISED, TO IMPLEMENT LAND DEVELOPMENT RECOMMENDATIONS OF THE JOINT LAND USE STUDY (JLUS); CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to continue to protect health, safety, and general welfare of the public, where it is recognized that obstructions, aircraft accidents, and excessive noise have the potential for endangering or harming the lives and/or property of users or occupants of land in the vicinity of Abilene Regional Airport and Dyess Air Force Base (AFB); and

WHEREAS, the City Council desires to continue to regulate airport zoning hazard areas and compatible land uses surrounding Dyess AFB and Abilene Regional Airport pursuant to Chapter 241 of the Texas Local Government Code, as amended; and

WHEREAS, the City Council desires to ensure that new residential development will not be located in areas that could diminish the ability of Dyess AFB and Abilene Regional Airport from accomplishing their respective purposes and place residences in proximity to "Accident Potential Zones" and "Noise Zones"; and

WHEREAS, the City Council desires to protect the property rights of owners surrounding Dyess AFB or Abilene Regional Airport; and

WHEREAS, the City Council sponsored the Joint Land Use Study (JLUS) to assess the relationship between the development of vacant properties surrounding Dyess AFB and Abilene Regional Airport with ability of each to accomplish their purposes and missions; and

WHEREAS, the City Council recognizes that the JLUS report was completed in a cooperative and inclusive manner with the stakeholders of the City of Abilene, City of Tye, Taylor County, representatives from the View and Caps communities, and area land owners and that the final JLUS report was unanimously approved by the stakeholders; and

WHEREAS, the City Council wishes to implement those recommendations of the JLUS report that pertain to the development of property by revising Section 2.3.5.1 of the Land Development Code.

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

PART 1: That Chapter 2 (Zoning Regulations), Section 2.3.5.1 "Airport Zoning", is hereby repealed and replaced by Section 2.3.5.1 "Airport Zoning", as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING the 21st day of November, 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 18th day of October 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 5th day of December 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 5th day of December 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

-END-

City of Abilene
Division 5 - Airport Zoning

Section 2.3.5.1 Airport Zoning

- (a) Purpose. It is the purpose of this Section to protect health, safety, and general welfare of the public, where it is recognized that obstructions, aircraft accidents, and excessive noise have the potential for endangering or harming the lives and/or property of users or occupants of land in the vicinity of Abilene Regional Airport and Dyess Air Force Base (Dyess AFB). It is further the purpose of this Section to regulate airport zoning hazard areas and compatible land uses surrounding airports in the City of Abilene, pursuant to Chapter 241 of the Texas Local [Government] Code, as amended, and to preserve and maintain existing and future operational capabilities of Abilene Regional Airport and Dyess AFB.
- (b) Applicability. This Section establishes regulations applicable to all land located within the boundary of the Airport Zoning for operational areas around Abilene Regional Airport and Dyess AFB, as adopted and depicted on the official Zoning Map for the City of Abilene. All airport zoning regulations shall be in accordance with Local Government Code § 241.001, et seq., as amended, and shall apply within the corporate limits and unincorporated areas within the extraterritorial jurisdiction of the City of Abilene, as well as the Airport Hazard Areas in and surrounding Abilene Regional Airport and Dyess AFB. The use of all land and any natural growth, structures, or any other obstructions upon the land, and the height, construction, reconstruction, alteration, expansion, or relocation of any natural growth, structures, or any other obstructions upon the land, shall conform to all regulations contained in and applicable to this Section. No land, natural growth, structure, or other obstruction shall be erected, constructed, used, replaced, altered, and/or maintained for any purpose or in any manner other than permitted by this section.
- (c) Background. The Dyess AFB Joint Land Use Study (JLUS) was completed in January 2018. The JLUS was developed through a collaborative process among the City of Abilene, the City of Tye, Taylor County, property owners and residents including within the View/Caps Community, the Abilene Chamber of Commerce, and Dyess AFB. Through the JLUS process, stakeholders collaborated to identify and assess existing, perceived, and potential compatible and incompatible/not recommended activities between Dyess AFB and the surrounding communities. The outcome of the JLUS was a series of recommendations to assist in promoting and guiding sustainable growth for Dyess AFB and the surrounding community. Among the recommendations were several to amend the existing Abilene Airport Zoning regulations, without limiting property owner and development rights related to safety concerns and noise generated by activities at Dyess AFB.

It is important to note that throughout the Dyess AFB JLUS process, property owners in the unincorporated View/Caps Community to the south and west of Dyess AFB were very involved and invested in the JLUS process and development of the study. As property owners in the areas affected by safety (clear zones and accident potential zones) and noise generated by aircraft operating at Dyess AFB, these citizens were influential in the assessment of the JLUS compatibility issues, particularly regarding safety and noise. While it is part of the JLUS process to identify and assess existing conditions (e.g., safety and noise zones from aircraft operations that goes outside of the boundaries of Dyess AFB), many of the current View/Caps property owners have publicly stated that they do not have any concerns with safety or noise, and they accept the levels of safety concerns and noise generated by aircraft at Dyess AFB. These property owners are proud to have Dyess AFB as their neighbor and have voiced their continued support for Dyess AFB's missions.

The development and establishment of the Airport Zoning ordinance was a collaborative process involving the City of Abilene, City of Tye, Taylor County, Dyess AFB, and property owners within the affected area. While the Dyess AFB Air Installation Compatible Use Zone Study (AICUZ) Study recommendations were used as a starting point in the process, the ultimate decisions made by the City of Abilene took some of the AICUZ recommendations into consideration, but intentionally does not contain all of them. These decisions were made to accommodate local preferences, quality of life, and desired lifestyle of the community. Land use regulations are also established by the ordinance, which are similar to the recommendations outlined in the AICUZ; however, there are some differences which were agreed upon by all parties that participated in the development of the ordinance. Noise regulations within the Dyess AFB noise contours were considered for inclusion in the Airport Zoning ordinance, but were omitted through a public process in which many of the property owners within the noise contours publicly stated that they accept the risks and potential impacts associated with noise generated by Dyess AFB aircraft operations and requested that noise regulations be removed from the ordinance, which it was.

In lieu of regulating land use and development within the Dyess AFB noise contours through this Airport Zoning ordinance, the City of Abilene and other JLUS stakeholders agreed to utilize educational materials such as brochures and maps to inform existing and future property owners about the boundaries of the noise contours and potential implications of developing within them.

(d) Definitions. The following words and phrases, whenever used in this Section, shall be defined as follows:

- (1) "Accident Potential Zone" ("APZ") means a land use control area beyond the clear zones of a military runway that possesses a significant potential for accidents;
- (2) "Air Installation Compatible Use Zone (AICUZ) Study" means a study developed by Dyess AFB to provide information about aircraft operations at Dyess AFB that cause noise and safety hazards and to provide recommendations for local communities to inform land use planning around Dyess AFB;
- (3) "Air Operations Area" means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron;
- (4) "Airport" means the Abilene Regional Airport and/or Dyess AFB;
- (5) "Airport Elevation" means the established elevation of the highest point on the usable landing area;
- (6) "Airport Hazard" means any natural growth, structure, any other potential obstruction, or use of land which obstructs the airspace required for, or is otherwise potentially hazardous to, the flight of aircraft in landing or taking off at an airport or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling aircraft;
- (7) "Airport Hazard Area" means an area of land or water on which an airport hazard could exist;
- (8) "Bird / Wildlife Aircraft Strike Hazard (BASH)" means the likely occurrence for a collision between an airborne animal or an animal on the ground and an aircraft on or near a runway. The BASH Relevancy Area is a five-statute mile area around Airports where risk is highly associated with BASH;
- (9) "Board of Adjustment" means the City of Abilene Board of Adjustment, as created by the City's Charter and defined in this Code of the City of Abilene and by State law;

- (10) "Centerline" means a line extending through the midpoint of each end of a runway;
- (11) "Compatible Land Use" means a use of land adjacent to or in the vicinity of an airport that does not have the potential to endanger the health, safety, or welfare of the owners, occupants, or users of the land because of levels of noise or vibrations or the risk of personal injury or property damage created by the operations of the airport including the taking off and landing of aircraft;
- (12) "Day Night Average Noise Level" ("DNL") means a 24-hour time-averaged sound exposure level, adjusted for average-day sound source operations. In the case of aircraft noise, a single operation is equivalent to a single aircraft departure, approach;
- (13) "Decibel (dB)" means a unit of measure based on a logarithmic scale. A 10 dB increase in noise level corresponds to a 100 percent increase (doubling) in perceived loudness;
- (14) "FAA" means the Federal Aviation Administration;
- (15) "Hazard to Air Navigation" means an obstruction determined to have an adverse effect on the safe and efficient utilization of the navigable airspace;
- (16) "Height" is determined by mean sea level elevation, unless otherwise specified;
- (17) "Imaginary Surfaces Map" refers to the current map for the Abilene Regional Airport, as amended, created pursuant to 14 Code of Federal Regulations (C.F.R) Part 77, a true and correct copy of which is maintained at the Abilene Regional Airport Administrative Office and the City of Abilene Planning Department;
- (18) "Instrument Runway" means a runway equipped or to be equipped with electronic or visual air navigation aids adequate to permit the landing of aircraft under restricted visibility conditions. It also means a runway for which a precision approach system is planned, as so indicated on an approved airport layout plan or any other airport planning document or map;
- (19) "Joint Land Use Study (JLUS)" means a planning tool developed through the collaborative efforts of a comprehensive set of stakeholders in a defined study area in order to identify compatibility / recommended land use guidelines within, and adjacent to, active military installations.
- (20) "Landing Area" means the area of the airport used for the landing, take off, or taxiing of aircraft;
- (21) "Landing Zone" ("LZ") means a landing zone consisting of a runway, a runway and taxiway, or other aircraft operational surfaces (e.g., aprons, turnarounds). An LZ is a prepared or semi-prepared (unpaved) airfield used to conduct military operations in an airfield environment similar to forward operating locations. LZ runways are typically shorter and narrower than standard runways;
- (22) "Larger than Utility Runway" means a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than 12,500 pounds maximum gross weight and jet-powered aircraft.
- (23) "Mean Sea Level (MSL)" means the average height of water in the sea used as the datum plane to measure land elevation;
- (24) "Military Imaginary Surfaces Map" refers to the most recent map indicating zones in and surrounding Dyess AFB, a true and correct copy of which is maintained in the City of Abilene Planning Department;
- (25) "Natural Growth" means any tree, shrub, grass, or other item found in nature that is flora;

- (26) "Noise Contour" means a geographical representation of DNL noise levels;
- (27) "Noise Contours Map" refers to the most recent map and attachments, as amended, developed by Abilene Regional Airport and Dyess AFB, respectively, pursuant to 14 C.F.R. Part 150, indicating estimated noise levels and compatible land uses for zones surrounding the Abilene Regional Airport and Dyess AFB, a true and correct copy of which is maintained at the Abilene Regional Airport Administrative Office and the City of Abilene Planning Department, and Dyess, respectively, as well as online at www.abilenetx.gov (full link is here - <https://storymaps.arcgis.com/stories/83da8ff08d4c4528ab046cb50368cf2c>);
- (28) "Noise Level Reduction" means the voluntary incorporation of sound attenuation measures (outdoor to indoor) into the design and construction of a Structure;
- (29) "Nonconforming/Not recommended Structure" means any Structure, existing on land which does not conform to the regulations, relative to its size, height, or location, within the district in which it is located. Nonconforming/Not recommended Structures may not be improved or enlarged, except as provided for in this Section, or pursuant to a Variance or Special Exception granted by the Board of Adjustment;
- (30) "Nonconforming/Not recommended Use" means any activity or use of land which was approved prior to the enactment of this Section, but does not conform to the regulations of the district in which it is located pursuant to this Section or is not recommended for use. Any nonconforming/not recommended use existing at the time of the enactment of this Section may be continued, except as provided in this Section;
- (31) "Obstruction" means any structure, tree, plant, or other object of natural growth that penetrates an imaginary surface or is determined by the Federal Aviation Administration to interfere with the established aviation traffic pattern;
- (32) "Planning Department" means the City of Abilene department responsible for the City's planning and zoning activities, currently referred to as the Planning and Development Services Department.
- (33) "Planning Director" means the City of Abilene Director of Planning and Development Services or designee;
- (34) "Precision Instrument Runway" means a runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document;
- (35) "Primary Surface" means a surface longitudinally centered on a runway. When the runway has a specifically prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; for military runways or when the runway has no specifically prepared hard surface, the primary surface ends at each end of that runway. The width of the primary surfaces for Abilene Regional Airport and Dyess AFB are more particularly described in subsection (e);
- (36) "Runway" means a defined area on an airport prepared for landing and take-off of aircraft along its length;
- (37) "Structure" means any object, including a mobile object, constructed or installed by man, including without limitation, any building, physical improvement, tower, smokestack, earth formation, and overhead transmission lines;
- (38) "Utility Runway" means a runway that is constructed for and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight and less;

(39) “Visual Runway” means a runway intended solely for the operation of aircraft using visual approach procedures;

(e) Surfaces; Zones; Height Limitations; and Noise Zones.

(1) Abilene Regional Airport.

a. Imaginary Surfaces. There are hereby established and designated certain surfaces, as shown on the Imaginary Surfaces Map for Abilene Regional Airport. The surfaces are more particularly described and defined as follows:

1. “Approach Surface” means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope, as described in this Section. The perimeter of the approach surface coincides with the perimeter of the approach zone;
2. “Conical Surface” means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet;
3. “Horizontal Surface” means a horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of the airport and connecting the adjacent arcs by lines tangent to those arcs. For all visual runways designated as utility or visual, the radius of each arc is 5,000 feet; for all other runways, the radius of each arc is 10,000 feet. The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest determined for either end of the runway. When a 5,000-foot arc is encompassed by tangents connecting two adjacent 10,000-foot arcs, the 5,000-foot arc shall be disregarded on the construction of the perimeter of the horizontal surface.
4. “Transitional Surfaces” means the surfaces extending outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of 7 feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces, for those portions of the precision approach surfaces which project through and beyond the limits of the conical surfaces, extend a distance of 5,000 feet, measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

b. Height Limitations; Zones. There are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to Abilene Regional Airport. Such zones are shown on the Imaginary Surfaces Map, and more particularly described as follows. Except as otherwise provided in this Section, no structure, natural growth, or other obstruction shall be erected, altered, allowed to grow, or maintained in any zone contained in this Section to a height level above the applicable surfaces on the outer or upper edge of the below-described zones. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation.

1. Utility Runway Visual Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is 250 feet wide. The approach zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.

2. Runway Larger than Utility With a Visibility Minimum as Low as 3/4 Mile Non-Precision Instrument Approach Zone: the inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
 3. Precision Instrument Runway Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the runway.
 4. Transitional Zones: The transitional zones are the areas beneath the transitional surfaces.
 5. Horizontal Zone: A horizontal zone is hereby established by swinging arcs of 5,000 feet radii for all runways designated utility or visual and 10,000 feet for all others from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
 6. Conical Zone: A Conical Zone is hereby established as the area that commences at the periphery of the Horizontal Zone and extends outward there from a horizontal distance of 4,000 feet. The Conical Zone does not include the Approach Zones and Horizontal Zones.
- c. Noise Zones. For the purpose of regulating the development areas which possess a noise hazard for certain land uses, so as to promote compatibility between the airport and the surrounding land uses, protect the airport from incompatible/not recommended use encroachment, and promote and protect the health, safety, and general welfare of property users, noise zones are hereby established within and surrounding the areas of the Abilene Regional Airport, as follows:
1. Zone Boundaries. The boundaries of said zones are established as shown on the most recent Noise Contours Map, as amended.
 2. Compatible Land Uses. Compatible land uses within the noise zones are established as shown on the most recent Noise Contours Map, as amended.
 3. A copy of the most recent Noise Contours Map, as amended, is on file in the Administrative Office of the Abilene Regional Airport and the City of Abilene Planning Department.

(2) Dyess Air Force Base.

- a. Imaginary Surfaces. There are hereby established and designated certain surfaces, as shown on the Military Imaginary Surfaces Map. The surfaces are described as follows:
 1. "Approach Clearance Surface" means an inclined plane, symmetrical about the runway centerline extended, beginning 200 feet beyond each end of the primary surface at the centerline elevation of the runway end and extending for 50,000 feet. The slope of the Approach Clearance Surface is 50 to 1 along the runway centerline extended until it reaches an elevation of 500 feet above the established airport elevation, which is 1789 feet above mean sea level for Dyess AFB. It then continues horizontally at this elevation to a point 50,000 feet from the point of beginning. The width of this surface at the runway end is the same as the primary surface, it flares uniformly, and the width

at 50,000 feet is 16,000 feet.

2. "Conical Surface" means a surface extending outward and upward from the periphery of the inner horizontal surface at a slope of 20 to 1 for a horizontal distance of 7,000 feet to a height of 500 feet above the established airfield elevation.
 3. "Inner Horizontal Surface" means a plane that is oval in shape at a height of 150 feet above the established airfield elevation. The plane is constructed by scribing an arc with a radius of 7,500 feet about the centerline at the end of each runway and interconnecting these arcs with tangents.
 4. "LZ Approach-Departure Clearance Surface" means an imaginary surface that is an inclined plane arranged symmetrically about the runway centerline extended, beginning at the end of the clear zone, 500 feet beyond each end of the runway threshold, and extending 10,500 feet. The slope of the surface is 35 to 1 along the runway centerline extended until it reaches an elevation of 300 feet above the runway end elevation. The width of this surface at the clear zone end is 500 feet flaring uniformly until it reaches a width of 2,500 feet at 10,500 feet.
 5. "Outer Horizontal Surface" means a plane, located 500 feet above the established airfield elevation, extending outward from the outer periphery of the conical surface for a horizontal distance of 30,000 feet.
 6. "Primary Surface" means a surface located on the ground or water longitudinally centered on each runway with the same length as the runway. The width of the primary surface for runways is 2,000 feet.
 7. "Transitional Surfaces" means the surfaces that connect the primary surfaces, the first 200 feet of the clear zone surfaces, and the approach clearance surfaces to the inner horizontal surface, conical surface, outer horizontal surface or other transitional surfaces. The slope of the transitional surface is 7 to 1 outward and upward at right angles to the runway centerline.
- b. Height Limitations: Zones. There are hereby created and established certain zones which include all of the land beneath the Approach Clearance Surface, Conical Surface, Inner Horizontal Surface, LZ Approach-Departure Clearance Surface, Outer Horizontal Surface, Primary Surface, and Transitional Surface as they apply to Dyess AFB. Such zones are shown on the Military Imaginary Surfaces Map, and more particularly described in subsection a above. Except as otherwise provided in this Section, no structure, natural growth, or other obstruction shall be erected, altered, allowed to grow, or maintained in any zone contained in this Section to a height level above the surfaces established and described in subsection (2) above. An area located in more than one of these zones is considered to be only in the zone with the more restrictive height limitation. A property owner wishing to erect or maintain a structure or natural growth that exceeds the height limitations of this subsection may apply for a variance, as described in Section 2.3.5.1 (j) (7).
- c. Clear Zones. Clear Zones are areas on the ground, located at the end of each runway. They possess a high potential for accidents and their use is restricted to be compatible with aircraft operations in accordance with Table 1 below. Clear Zones are 3,000 feet long measured along the extended runway centerline beginning at the runway end. They are 3,000 feet wide centered on and measured at right angles to the extended runway centerline.
- d. Accident Potential Zones (APZs). APZs are areas on the ground located beyond the Clear

Zone of each runway. They possess a potential for accidents and their use is restricted in accordance with Table 1.

1. APZ I. APZ I begins at the end of the Clear Zone, and is centered and measured on the extended centerline. It is 3,000 feet wide and 5,000 feet long.
2. APZ II. APZ II begins at the end of APZ I, and is centered and measured on the extended runway centerline. It is 3,000 feet wide and 7,000 feet long.
3. LZ APZs. LZ APZs begin at the end of the LZ Clear Zone, and are centered and measured on the extended runway centerline. They are 500 feet wide and 2,500 feet long.

e. Land Use Restrictions.

1. An individual single-family residential structure, including manufactured housing, shall be permitted on a lot of 1 acre or larger, except within the Clear Zone associated with Dyess AFB. This does not eliminate the need for an Airport Zone Development Permit.
2. An individual single-family residential structure, including manufactured housing or allowable accessory structure, meaning any object, including a mobile object, constructed or installed by man, including without limitation, any building or structure, physical improvement, tower, smokestack, earth formation, overhead transmission lines, garages, carports, shops, barns, storage buildings, etc. or similar uses used in conjunction or not in conjunction with residential or similar uses, shall be permitted on an existing legally platted lot, or a lot subdivided prior to 1984, even if the area of the lot is less than 1 acre, except within the Clear Zone associated with Dyess AFB. This does not preclude the acceptance of utility services water, electrical, sewer, or any other utility.
3. An individual single-family residential structure, including manufactured housing and any other type of building/structure, shall not exceed a height greater than thirty-five (35) feet if the structure penetrates an established Military Imaginary Surface.
4. Future development within the APZ I and APZ II shall conform to Table 1 Dyess Air Force Base Land Use Restrictions. A property owner wishing to erect a structure in APZs I or II that is not allowed in Table 1 may apply for a Special Exception as described in Section 2.3.5.1 (j) (8).
5. Except as otherwise stated in this ordinance, previously approved nonconforming/not recommended uses in the APZs I and II that do not conform to Table 1 Dyess Air Force Base Land Use Restrictions may be replaced, but not expanded in square footage unless a Special Exception is approved. Such replacement may not expand square footage or increase the density and intensity of the original nonconforming/not recommended use unless a Special Exception is approved.

Table 1
Dyess Air Force Base
Land Use Restrictions

Land Use	APZ I	APZ II
RESIDENTIAL USES¹		
Bed & Breakfast	No	Yes ²
Dwelling - Duplex	No	Yes ²
Dwelling - Industrialized Housing	Yes ²	Yes ²
Dwelling - Institutional	No	No
Dwelling - Manufactured Home (HUD-Code)	No	Yes ²
Dwelling - Mobile Home	No ¹	Yes ^{1, 2}
Dwelling - Multiple-Family	No	No
Dwelling - Patio Home	Yes ^{1, 2}	Yes ^{1, 2}
Dwelling - Single Family Detached	Yes ^{1, 2}	Yes ^{1, 2}
Dwelling - Townhome	No	No
Group Home	No	No
Hotel/Motel	No	No
Travel Trailer/ Recreational Vehicle	No ¹	Yes ^{1, 2}
Vacation Travel Trailer Park	No	No
ACCESSORY & INCIDENTAL USE		
Accessory Structure	Yes ¹	Yes ¹
Animal Lot	Yes ³	Yes ³
Antenna, Non-Commercial/ Amateur	Yes	Yes
ATMs, Self-Serve Kiosks, and Similar Facilities	Yes	Yes
Day Care Operation - Home-Based	No	No
Dwelling - Accessory	Yes ^{1, 2}	Yes ^{1, 2}
Drive-Thru Facility	No	Yes
Field Office or Construction Office (temporary)	Yes	Yes
Freight Container	Yes	Yes
Fuel Sales	No	No
Garage Sale	Yes	Yes
Home Occupation	Yes ^{1, 2}	Yes ^{1, 2}
Itinerant Business	No	Yes
Manufacturing	SE ⁴	SE ⁴
Mobile Home (permanent security residence)	No	Yes
Mobile Home (temporary security residence)	No	Yes
Mobile Home or Temporary Building (office for sales and service)	No	Yes
Recreation Building, Multipurpose	Yes ⁵	Yes ⁵
Recycling Collection Point	Yes	Yes
Subdivision Sales Office (temporary)	No	Yes
Swimming Pool, Private (accessory to residential use)	Yes	Yes
Tennis Court, Private (accessory to residential use)	Yes	Yes
Travel Trailers (accessory to hospitals)	No	Yes
CULTURAL & RECREATION USE		
Adult Entertainment Enterprise	No	No
Civic, Social, and Fraternal Organization	No	No
Cultural Facilities	No	No
Drive-in Theater	No	No
Fairgrounds/Rodeo	No	No
Motorized Racing	No	No
Recreation - Outdoors (active and passive)	Yes ⁵	Yes ⁵
Recreation and Commercial Entertainment	No	No

Zoo	No	No
GOVERNMENT, HEALTH, SAFETY, AND WELFARE USES		
Ambulance Service	No	SE
Community Home	No	No
Correction, Detention, or Penal Facilities	No	No
Fire/Police Station	No	SE
Homeless/Emergency Shelter	No	No
Hospital	No	No
Medical/Dental Laboratory	No	No
Military and Armed Forces Reserve Center	No	No
Military Base and Reservation	No	No
Personal Care Facility	No	No
Post Office	No	SE
Rehabilitation Facility	No	No
Sanitary Landfill	No	No
Social Service Facility	No	No
EDUCATIONAL & RELIGIOUS USES		
Arts School	No	No
Cemetery, Crematorium, and Mausoleum	Yes ⁶	Yes ⁶
Church or Place of Worship	No	No
Day-Care Operation - Center-Based	No	No
Educational and Scientific Research	No	No
School: Public/Private	No	No
Trade/Business School	No	No
University/College	No	No
SERVICE		
Automobile Wash	Yes	Yes
Cabinet Making; Carpentry and Wood Flooring Services	SE ⁴	Yes ⁴
Contractor Services	Yes	Yes
Delivery Services	SE	Yes
Drilling-Rig Repair (sand and water blasting)	SE ⁴	Yes ⁴
Electrical Motor Repair	SE	Yes
Equipment Repair, Services, and Sales	SE	Yes
Exterminating and Fumigating Services	SE ⁴	Yes ⁴
Farm Equipment Repair, Services, and Sales	SE	Yes
Funeral Home/Mortuary/Morgue	No	No
Heating, Ventilation, Air-Conditioning Services	SE ⁴	Yes ⁴
House Wrecking and Demolition	SE ⁴	Yes ⁴
Kennel (With Outdoor Pens)	Yes	Yes
Kennel (Without Outdoor Pens)	Yes	Yes
Landscaping Services	SE	Yes
Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)	No	Yes
Laundry/Dry Cleaning Services & Facilities	No	Yes
Machine Shops	SE ⁴	Yes ⁴
Masonry, Concrete, Stonework, Tile Setting, and Plastering Services	SE ⁴	Yes ⁴
Office (general, professional, financial)	No	Yes
Oilfield Service	SE ⁴	Yes ⁴
Oil Well Drilling Contractors	SE ⁴	Yes ⁴
Paint and Body Repairs, Services, and Sales	SE	Yes
Personal Services	No	Yes
Pet Services and Sales	SE	Yes
Pipe Cleaning and Testing (sand and water blasting)	SE ⁴	Yes ⁴
Plumbing Services	SE	Yes
Printing, Copying, Reproduction, Publishing	No	Yes
Recycling Collection and Processing Center	Yes	Yes
Refrigerated Warehousing	SE ⁴	Yes ⁴
Repair and Maintenance Services - Automobile/Small Truck (major)	Yes	Yes
Repair and Maintenance Services - Automobile/Small Truck (minor)	Yes	Yes

Repair and Maintenance Services (indoor)	Yes	Yes
Repair and Maintenance Services (outdoors)	Yes	Yes
Repair and Maintenance Services (truck and other large vehicles)	Yes	Yes
Roofing and Sheet Metal Services	SE	Yes
Scales (public)	Yes	Yes
Storage - Self-Service Units	Yes	Yes
Storage and Warehousing (general)	SE ⁴	Yes ⁴
Tattoo Parlor	No	Yes
Taxidermist	No	Yes
Veterinary Service (all size animals)	No	No
Veterinary Service (small animals)	No	No
Water Well Drilling Services	SE ⁴	Yes ⁴
Welding and Cutting Services and Sales	SE ⁴	Yes ⁴
Wrecker/Towing	Yes	Yes
TRADE - RETAIL USES		
Aircraft and Accessories	Yes	Yes
ATMs, Self-Serve Kiosks, and Similar Facilities	Yes	Yes
Convenience Store	No	Yes
Fuel Sales	No	No
Liquor Store (Off Premises Consumption)	No	Yes
Liquor Store (On Premises Consumption)	No	No
Restaurant, Fast Food	No	No
Restaurant, Standard	No	No
Retail Sales/Rental (automobile/small truck)	Yes	Yes
Retail Sales/Rental (indoor)	No	Yes
Retail Sales/Rental (outdoors, non-vehicle)	No	Yes
Retail Sales/Rental (trucks and other large vehicles and equipment)	Yes	Yes
Scrap and Waste Material	Yes	Yes
TRADE - WHOLESALE USES		
Liquor, Wholesale/Distribution	Yes	Yes
Livestock - Wholesale only (no auction)	Yes ³	Yes ³
Wholesaling and Storage (indoor) ⁷	Yes	Yes
Wholesaling and Storage (outdoors) ⁷	Yes	Yes
TRANSPORTATION, COMMUNICATION, & UTILITIES		
Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)	No	No
Antenna Tower - Commercial	Yes ⁸	Yes
Automobile Parking Lot or Structure - Commercial	Yes ⁸	Yes
Broadcast Studio	No	No
Passenger Ground Transportation Terminal	No	Yes
Pressure Control Station	Yes ⁸	Yes
Public Utility Facility	Yes ⁸	Yes
Railroad Switching and Marshalling Yard	Yes ⁸	Yes
Utility Generation, Production, Treatment	Yes ⁸	Yes
RESOURCE PRODUCTION & EXTRACTION		
Farming, Ranching & Livestock, Hatchery	Yes ³	Yes ³
Feedlot, Commercial	Yes ³	Yes ³
Mining	Yes ⁹	Yes ⁹
Petroleum or Gas Well	No	No
Liquor	Yes	Yes
Manufacturing (light)	SE ⁴	SE ⁴
Manufacturing (heavy)	SE ⁴	SE ⁴

Notes:

- Any nonconforming/not recommended use approved prior to or at the time of the enactment of this Airport Zoning regulation may be continued.
- Any land use not listed in Table 1 will be evaluated based on a similar use from the table. If such similar use is allowed within APZ I or APZ II, the not-listed use will be allowed without the need for a Special Exception approved by the Board of Adjustment.
- Yes = The use is allowed.

- Yes (with superscript number) = The use is allowed, but may have stipulations.
 - No = The use is not allowed; however, any proposed use identified as "No" may be submitted through a Special Exception process for consideration for approval by the Board of Adjustment after being reviewed by Dyess AFB.
 - SE = A Special Exception approved by the Board of Adjustment after being reviewed by Dyess AFB is required.
- ¹ - Existing lots of less than 1 acre that were legally platted, or that were subdivided prior to 1984, are allowed one residence.
 - ² - The maximum density is one (1) dwelling unit per acre.
 - ³ - Activities that attract concentrations of birds creating a hazard to aircraft operations should be excluded.
 - ⁴ - Except for chemicals and allied products; precision equipment; apparel and other finished products; products made from fabrics, leather and similar materials; petroleum refining and related industries; Rubber and miscellaneous plastic products; professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks; or other hazardous or noise/vibration-sensitive uses. No activity which produces smoke, glare, or involves explosives.
 - ⁵ - Facilities such as playgrounds, club houses, meeting places, auditoriums, large classes, etc., are not permitted.
 - ⁶ - No chapels or houses of worship are allowed within APZ I or APZ II.
 - ⁷ - Big box home improvement stores are not included as part of this category.
 - ⁸ - No above ground passenger terminals and no above ground power transmission or distribution lines at a height greater than 50 feet above Dyess AFB airport elevation. Prohibited power lines include high-voltage transmission lines and distribution lines that provide power to cities, towns, or regional power for unincorporated areas.
 - ⁹ - Surface mining operations that could create retention ponds that may attract waterfowl and present bird/wildlife aircraft strike hazards (BASH), or operations that produce dust or light emissions that could affect pilot vision are not compatible. No activity which produces smoke, glare, or involves explosives.

In addition to the above listed restrictions, no use shall have hazardous materials stored on-site other than minimal, incidental storage of small quantities[.]

f. Noise Zones.

Residential developments and other land uses within Noise Zones may be recommended to consider sound attenuation measures to reduce potential interior noise impacts and achieve a maximum interior noise level of 45 dB DNL. While regulated sound attenuation measures may not be necessary in the Noise Zones due to personal preferences of property owners, the City of Abilene maintains educational materials for interested property owners or developers who want to learn more information about how to reduce interior noise levels inside their residential or other structure. This will alert buyers on the potential for noise impacts in areas close to Dyess AFB. The materials would be educational and not mandatory requirements.

For the purpose of guiding the development of areas which possess a noise hazard to certain land uses, so as to promote compatibility between Dyess AFB and the surrounding land uses and protect the airport from incompatible/not recommended encroachment, noise zones are hereby established within and surrounding the areas of Dyess AFB as follows.

1. Noise Zone Boundaries. The boundaries of said noise zones are established as shown on the most recent Dyess AFB Noise Contours Map, as amended.
2. A copy of the most recent Noise Contours Map, as amended, is on file in the Administrative Office of the Abilene Regional Airport and the City of Abilene Planning Department and online at www.abilenetx.gov ~~(full link is here-~~ <https://storymaps.arcgis.com/stories/83da8ff08d4c4528ab046cb50368cf2c>).
3. New development within the Noise Zones is subject to the following regulations.
 - i. No new mobile and/or manufactured home parks or zones shall be established within any Noise Zone.

(f) Bird /Wildlife Aircraft Strike Hazard (BASH).

All development within a five (5) statute mile radius of the Air Operations Area at Abilene Regional Airport or Dyess AFB shall adhere to the following use standards.

- (1) Solid Waste Landfills. New solid waste landfills are prohibited. Solid waste landfills are defined as any discrete area of land or an excavation that receives household waste, and that is not a land application unit, surface impoundment, injection well, or waste pile.
- (2) Solid Waste Landfill Transfer Stations. All new landfill transfer stations shall meet the following criteria.
 - a. Shall be fully-enclosed and receive garbage behind closed doors;
 - b. Process received garbage via compaction, incineration, or similar manner; and
 - c. Remove all residue by enclosed vehicles.
 - d. Solid Waste Landfill Transfer Stations are prohibited if they:
 1. Handle or store putrescible waste outside or in a partially enclosed structure accessible to wildlife.
 2. Are open on one or more sides.
 3. Store uncovered quantities of municipal solid waste outside, even if only for a short time.
 4. Use semi-trailers that leak or have trash clinging to the outside.
 5. Do not control odors by ventilation and filtration systems (odor masking is not acceptable).
- (3) Water Management Facilities. Water management facilities include drinking water intake and treatment facilities, storm water and wastewater treatment facilities, associated retention and settling ponds, and ponds that result from mining activities. For the purpose of this section, ponds refer to stagnant bodies of water that may be natural or constructed and exclude residential and public swimming pools and other constructed facilities where water is circulated for filtration and chemical treatment. All new water management facilities shall meet the following criteria.
 - a. Designed and operated so as not to create above-ground standing water.
 - b. Stormwater detention ponds shall be designed, engineered, constructed, and maintained for a maximum 48-hour detention period after the design storm and remain completely dry between storms. To facilitate the control of hazardous wildlife, steep-sided, rip-rap lined, narrow, linearly shaped water detention basins shall be used.
 - c. The following Water Management Facilities are prohibited:
 1. New wastewater management facilities or associated settling ponds.
 2. Artificial marshes.
- (4) Aquaculture. All new aquaculture activities shall be within fully enclosed buildings. Aquaculture activities outside fully enclosed buildings are prohibited.

(g) Solar Energy Development and Solar Panels.

The requirements of this Section shall apply to any application for municipal approval for the erection and maintenance of solar energy development or solar panels within five statute miles around Abilene Regional Airport or Dyess AFB, or as otherwise described below, excluding solar panels for use on a private residence or business to be used exclusively for that residence or

business.

- (1) Applications for solar energy development projects within five miles of Dyess AFB only shall include a mission compatibility evaluation from the DoD Military Aviation and Installation Assurance Siting Clearinghouse, if deemed necessary by consultation with Dyess AFB.
- (2) Applications for solar energy development projects shall include details related to the siting of facilities and distance from Abilene Regional Airport or Dyess AFB, energy capacity output, height of structures and facilities, and construction technology.
- (3) Applications for solar energy development projects shall include a glare analysis that satisfies the requirements of the 2013 FAA Interim Policy 78 FR 63276 regarding yellow glare, glare at Air Traffic Control Towers and analysis and observer characteristics.

(h) Use Restrictions; Interference.

- (1) Notwithstanding any other provision of this Section, no use may be made of land within any zone established by this Section in such manner as to create electrical interference with navigational signals or radio communication between the airports and aircraft, and aircraft, make it difficult for flyers to distinguish between airport lights and others, result in glare in the eyes of pilots or air traffic controllers using the airport, impair visibility in the vicinity of the airports, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.
- (2) No structure, natural growth, or other obstruction, except for those allowed as identified in Section 2.3.5.1 (e) (2) e., shall be placed, erected, or allowed to grow to a height that would penetrate a 100-to-one slope from any point on a runway to the outer limits of the extraterritorial jurisdiction and/or Airport Hazard Area, without a determination as to the impact of such use. The City, and Dyess AFB shall be responsible for evaluating the impacts of the structure, natural growth or other obstruction, and findings shall be reported to the Planning Director for evaluation and determination of the potential impact. The Board of Adjustment shall be responsible for approving, conditionally approving, or denying the placement of a structure, natural growth, or other obstruction exceeding this slope, except as stated in Section 2.3.5.1 (j) (1) a.

(i) Nonconforming/Not Recommended Uses and Structures; Abandonment; Replacement.

- (1) Regulation not retroactive. The regulations prescribed in this Section shall not be construed to require the removal, lowering, or other changes or alteration of any structure, natural growth, or other obstruction not conforming to the regulations as of the effective date of this Section, or otherwise interfere with the continuance of any nonconforming/not recommended use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any Structure, if the construction, alteration, or use began prior to the effective date of this Section and is diligently prosecuted or completed.
- (2) Nonconforming/Not Recommended Use. Any nonconforming/not recommended use under this Section is subject to the conditions and procedures set forth in this Code.
- (3) Replacement of Nonconforming/Not Recommended Objects of natural growth. A person may not replace a nonconforming/not recommended object of natural growth that has been removed or destroyed.
- (4) A person may renovate a nonconforming/not recommended Structure. The portion of a structure that is renovated must comply with the regulations contained herein, where

applicable.

- (5) Replacement/Expansion of Nonconforming/Not Recommended Single-Family Residential Structure. An existing nonconforming/not recommended single-family residential structure, including manufactured housing, may be replaced and/or enlarged even if not otherwise allowed. There shall be no size restrictions other than required by zoning, where applicable.
- (6) Replacement of a Structure on the Site of a Nonconforming/Not Recommended Nonresidential Use. An existing structure on the site of a nonconforming/not recommended nonresidential use that has been damaged or destroyed may be replaced or restored even if not otherwise allowed. However, the replaced or restored structure shall not exceed the size of the damaged or destroyed structure and shall not exceed any height limitations imposed by this ordinance. A property owner replacing a damaged or destroyed nonconforming/not recommended structure who wishes to exceed the size of the damaged or destroyed structure or exceed height limitations imposed by this ordinance may submit a request for a Special Exception. In addition, no such structure shall be permitted if deemed a hazard by the FAA. This provision does not waive the requirement for obtaining an Airport Zone Development Permit, where applicable.
- (7) Any legal, nonconforming/not recommended industrial uses in the APZ I or APZ II area of Dyess AFB may be expanded to the limits of their property as of the effective date of this ordinance, with no limitation on number of employees, but maintaining restrictions on manufacturing or storage of chemical and hazardous materials.
- (8) Marking and Lighting. Notwithstanding the preceding provisions in this Section, the owner of any existing nonconforming/not recommended structure, natural growth, or other obstruction is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Planning Director to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Abilene.

(j) Permits.

(1) In General.

- a. Airport Zone Development Permit. Any development, construction, modification, remodeling, or change in use within an area regulated by this Section shall require an Airport Zone Development Permit, with the following exception associated with Dyess AFB.

Any allowable home or other primary structure, addition to an existing home or other primary structure, allowable accessory structure, natural growth, or other object less than 50 feet in height in the APZ I and less than 150 feet in height in the APZ II and beyond shall be exempt from obtaining an Airport Zone Development Permit. This exception does not apply within the Clear Zone associated with Dyess AFB.

- b. This section shall not be interpreted to allow any permit that would:
 1. establish an airport hazard, except as otherwise stated in this ordinance as allowed;
 2. establish a nonconforming/not recommended use, except as otherwise stated in this ordinance as allowed;
 3. allow a nonconforming/not recommended structure, object of natural growth, or other obstruction to become higher than it was on the date this Section was adopted, except as otherwise stated in this ordinance as allowed;

4. allow a nonconforming/not recommended structure, object of natural growth, other obstruction, or use to become a greater hazard to air navigation than it was on the date this Section was adopted, except as otherwise stated in this ordinance as allowed.
 - c. No permit shall be granted to construct, modify, reconstruct, or remodel any Structure or other obstruction to a height of 150 feet or greater, unless an FAA Determination of No Hazard to Air Navigation has been obtained and provided to the Planning Director. Construction must comply with all applicable limitations and/or requirements contained herein and FAA guidelines.
 - d. A permit issued for a particular land use on a site is intended to allow multiple and recurring activities identified in the permit without the need for a separate permit for each.
 - e. There shall be no separate permit fee for an Airport Zone Development Permit.
- (2) Except as provided in subsection (j)(1)b. above, an application for permit shall be granted.
 - (3) New Construction. No material change shall be made in the use of land and no structure, natural growth, or other obstruction, unless exempted above, shall be erected, altered, planted, or otherwise established in any zone hereby created, unless an Airport Zone Development Permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired with sufficient particularity to permit a determination as to whether the resulting use, structure, natural growth, or other obstruction, would conform to the regulations herein prescribed.
 - (4) New Use. No material change shall be made in the use of a structure or property, unless an Airport Zone Development Permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired with sufficient particularity to permit a determination as to whether the resulting use would conform to the regulations herein prescribed.
 - (5) Noise. Noise regulations are hereby established for new construction and rehabilitation, rebuilding, or remodeling, of existing construction within Abilene Regional Airport Noise Zones, as follows:
 - a. Abilene Regional Airport. In the area within 65 DNL or greater noise contour, as shown in the latest Noise Contours Map for the Abilene Regional Airport, as amended, a permit shall be required for any use or structure as identified by the FAA as requiring Noise Level Reduction (NLR). Such permits shall be issued when the Planning Director has approved noise attenuation measures consistent with FAA requirements and approval is obtained from the FAA.
 - b. Certificate of Occupancy or Final Building Approval. For those properties identified by the Noise Contours Map as requiring NLR measures within the incorporated city limits of the City of Abilene, no Certificate of Occupancy or Final Building Approval shall be issued, until the appropriate general contractor or subcontractor of a property provides a copy of the FAA requirements for NLR and verifies that such noise attenuation measures have been properly taken with regard to the property.
 - c. Airport Zone Development Permit. For those properties identified by the Noise Contours Map, as amended, as requiring NLR measures within the extraterritorial jurisdiction of the City of Abilene, an Airport Zone Development Permit is required prior to the construction of a structure. No Airport Zone Development Permit shall be issued until the appropriate general [contractor] or subcontractor of a property provides a copy of the FAA requirements for NLR and verifies that such noise attenuation measures will be taken with regard to the

property.

d. Routine maintenance of a nonconforming/not recommended structure does not invoke the requirements of this subsection.

- (6) Nonconforming/Not Recommended Uses Abandoned or Destroyed. Whenever the Planning Director determines that a nonconforming/not recommended structure or natural growth has been abandoned or more than 50 percent torn down, damaged, destroyed, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or natural growth to exceed the height limit for that zone or otherwise deviate from the regulations contained in this Section or this Chapter.
- (7) Variances. Any person desiring to erect or increase the height of any structure or permit the growth of any natural growth or use his/her property in any manner inconsistent with the regulations prescribed in this Section may apply to the Board of Adjustment for a variance from such regulation(s). Procedural rules regarding variances contained in Code of the City of Abilene apply to this Section.

For all zones established in this Section, the application for variance may be required to be accompanied by a determination from the Federal Aviation Administration (FAA) as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances may be allowed. In reaching its decision to grant a variance, the Board of Adjustment shall determine that all of the following conditions are present: a literal application or enforcement of the regulations in this Section will result in unnecessary hardship, and relief, if granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the spirit of this Section.

In addition, no application for a variance to the requirements of this Section may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Airport Development Board (regarding Abilene Regional Airport Zones) or the Dyess AFB Base Civil Engineer (regarding Dyess AFB Zones) for a recommendation as to the aeronautical effects of the requested variance, as more particularly set forth in subsection (I).

- (8) Special Exceptions. Any person desiring to erect, rebuild, or remodel any structure within an Abilene Regional Airport noise zone may apply to the Board of Adjustment for a Special Exception, for a determination as to what noise abatement measures must be included in such construction or remodeling. Procedural rules and standards for granting or denying Special Exceptions contained in this Code of the City of Abilene apply to this Section. In addition, no application for a Special Exception to the requirements of this Section may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Airport Development Board (regarding Abilene Regional Airport Zones) for a recommendation as to the aeronautical or sound effects of the requested variance.

Unless otherwise exempted within this ordinance, any person desiring to erect, rebuild, or remodel any structure, or change land use in a non-recommended manner within a Dyess AFB accident potential zone, as defined in this ordinance, may apply to the Board of Adjustment for a Special Exception of density or intensity stipulations. Procedural rules and standards for granting or denying Special Exceptions contained in this Code of the City of Abilene apply to this Section. In addition, no application for a Special Exception to the requirements of this Section may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Dyess AFB Base Civil Engineer for review of density/intensity.

- (9) Hazard marking and lighting. Any permit or variance granted may, if such action is deemed

advisable to effectuate the purpose of this Section and be reasonable under the circumstances, be so conditioned as to require the owner of the structure, natural growth, or other obstruction in question, at his/her own expense, to install, operate, and maintain thereon, such markers and lights as may be necessary to indicate to flyers the presence of a potential airport hazard.

(10) Subdivision Plat Acknowledgement of Abilene Regional Airport or Dyess AFB Operations. Applicants for plat approval of land subject to regulations within this Section shall be required to sign an acknowledgement statement and include a note on the plat documentation indicating they understand that the land subject of the plat is within an area that may experience potential impacts or effects associated with aircraft operations at Abilene Regional Airport or military operations at Dyess AFB.

(11) Other Conditions. The Board of Adjustment may place reasonable conditions upon the granting of any variance or special exception.

(k) Enforcement. It shall be the duty of the Planning Director to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Planning Director upon a form furnished by the Planning Department. Applications required by this Section to be submitted to the Planning Director shall be promptly considered and granted or denied by said Planning Director. Applications for action by the Board of Adjustment shall be forthwith transmitted by the Planning Director.

(l) Board of Adjustment.

(1) The Board of Adjustment is hereby granted the authority, in addition to its other duties and powers, to have and exercise the following powers:

- a. to hear and decide appeals from any order, requirement, decision, or determination made by the Planning Director, in the enforcement of this Section;
- b. to hear and decide special exceptions to the terms of this Section;
- c. to hear and decide requests for variances of the requirements of this Section.

(2) Decisions made by the Board of Adjustment, appeals, and judicial review related to this Section shall be in accordance with this Code.

(3) Recommendation to the Board.

a. Abilene Regional Airport.

The Abilene Regional Airport Development Board may make a recommendation, in writing or by representative, to the Board of Adjustment, regarding any matter before the Board that may have an effect on the Abilene Regional Airport. The Planning Director shall promptly forward any application for a variance or special exception, including any relevant material, to the Airport Development Board for consideration at its next available regular meeting. The Airport Development Board shall thereafter notify the Planning Director of its determination regarding the matter, at any time after the regular meeting, and no later than the date necessary to include the matter on the agenda for the next available regular Board of Adjustment meeting.

b. Dyess Air Force Base.

The Dyess AFB Base Civil Engineer may make a recommendation, in writing or by representative, to the Board of Adjustment, regarding any matter before the Board that

may have an effect on Dyess AFB. The Planning Director shall promptly forward any application for a variance or special exception, including any relevant material, to the Dyess AFB Base Civil Engineer for consideration. A representative of the Dyess AFB Base Civil Engineer shall thereafter promptly notify the Planning Director of its determination regarding the matter, at any time after receiving the application from the City of Abilene, and not later than 15 days after receipt. Promptly and within a reasonable time after the 15 days has elapsed or a response has been received from the Dyess AFB Base Civil Engineer (whichever is earlier), the Planning Director shall include the matter on the agenda for the next available regular Board of Adjustment meeting.

(m) Violations and Penalties.

- (1) It shall be unlawful for any person to violate any regulation, order, or ruling promulgated under this Section.
- (2) Each day a violation occurs shall constitute a separate offense. The daily Penalties will be suspended upon application for Special Exception or request for Variance.
- (3) Any person who violates any provision of this Section shall be guilty of a misdemeanor, punishable by a fine as set forth in Chapter 1, Sec. 1-9 of the Code of the City of Abilene.

(n) Civil Remedies.

- (1) The City Attorney may enforce this Section by injunction, declaratory relief, or other action at law or in equity.
- (2) Any structure erected or used, or any work done, contrary to any of the provisions of this Section or to any of the details contained in the final site plan or Airport Zone Development Permit approved by the City is hereby declared to be unlawful and shall constitute a violation of this Section. The Council may direct the City Attorney to initiate injunction, mandamus, abatement, or any other action available in law or equity to prevent, enjoin, abate, correct or remove the unlawful structure, use or work.
- (3) In addition to any other remedies which may be available at law or in equity, the City may sue in the appropriate district court for an injunction to prohibit the violation of, or to enforce compliance with, any regulation contained in this Section.

(o) Amendments.

- (1) As part of the development of an amendment to this Section, a committee shall be appointed to participate in the development of the amendment language. This committee shall include the County Commissioner whose precinct is within the affected area around Dyess AFB and at least three (3) property owners whose property is located within an area affected by the Section, to include the current Dyess AFB accident potential zones or noise contours, who shall be appointed by said County Commissioner.
- (2) Prior to approval of an amendment to this Section, this committee shall have a minimum of 60 days to review and comment on any proposed amendment.

(p) Exemptions.

The following uses are exempt from the Airport Zoning regulations, unless otherwise regulated through other sections:

- (1) Agricultural Use. This regulation shall not be used to regulate any operational aspect of an existing agricultural use, including the cultivation and harvesting of crops, land management

activities (prescribed burning, clearing, spraying and trimming), livestock management, hunting, use and application of water, or ponds/tanks used for watering of livestock or recreational use. Expansion of existing structures and construction of new structures that are accessory for agricultural uses are subject to these regulations to the extent permitted by state law.

- (2) Existing Structures. This regulation shall not restrict or limit the use of legally established, existing land uses and structures as of the effective date of these regulations.

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10; Ord. No. 12-2010, pt. A (Exh. A), 6-10-10)

ZONING CASE OAM-2024-01

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 5, 2024
City Council 1st Reading: November 21, 2024
City Council 2nd Reading: December 5, 2024

Applicant

City of Abilene

Case Manager

Don Green – Transportation Services Director

Request

An amendment to the Land Development Code (LDC) to repeal Section 2.3.5.1, “*Airport Zoning*”, and replace it Section 2.3.5.1 “*Airport Zoning*”, as revised.

Airport Zoning Ordinance Purposes

1. Protect health, safety, and general welfare of the public, where it is recognized that obstructions, aircraft accidents, and excessive noise have the potential for endangering or harming the lives and/or property of users or occupants of land in the vicinity of Abilene Regional Airport and Dyess Air Force Base.
2. Regulate airport zoning hazard areas and compatible land uses surrounding airports in the City of Abilene, pursuant to Chapter 241 of the Texas Local Government Code, as amended.

Background

The City of Abilene was the sponsor of the Joint Land Use Study (JLUS) which considered the impact of development around Dyess Air Force Base (DAFB) and how certain surrounding development could affect the ability of DAFB to complete its mission and purpose in the future.

The City of Abilene worked with stakeholders from Taylor County, DAFB, the City of Tye, representatives from View and Caps communities, and interested property owners. The final JLUS report that was unanimously adopted includes recommendations intended to allow DAFB to satisfy its purposes and mission, protect public health and safety, and to not unnecessarily dilute the property rights of area property owners. Several of the JLUS recommendations pertain to land development and require an amendment to the Airport Zoning regulations of the Land Development Code to implement.

Proposed Amendment

The attached ordinance, if approved, would repeal and replace the existing Airport Zoning regulations and implement the development-related recommendations of the JLUS report.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Attachment

Proposed Airport Zoning regulations

City of Abilene
Division 5 - Airport Zoning

Section 2.3.5.1 Airport Zoning

- (a) Purpose. It is the purpose of this Section to protect health, safety, and general welfare of the public, where it is recognized that obstructions, aircraft accidents, and excessive noise have the potential for endangering or harming the lives and/or property of users or occupants of land in the vicinity of Abilene Regional Airport and Dyess Air Force Base (Dyess AFB). It is further the purpose of this Section to regulate airport zoning hazard areas and compatible land uses surrounding airports in the City of Abilene, pursuant to Chapter 241 of the Texas Local [Government] Code, as amended, and to preserve and maintain existing and future operational capabilities of Abilene Regional Airport and Dyess AFB.
- (b) Applicability. This Section establishes regulations applicable to all land located within the boundary of the Airport Zoning for operational areas around Abilene Regional Airport and Dyess AFB, as adopted and depicted on the official Zoning Map for the City of Abilene. All airport zoning regulations shall be in accordance with Local Government Code § 241.001, et seq., as amended, and shall apply within the corporate limits and unincorporated areas within the extraterritorial jurisdiction of the City of Abilene, as well as the Airport Hazard Areas in and surrounding Abilene Regional Airport and Dyess AFB. The use of all land and any natural growth, structures, or any other obstructions upon the land, and the height, construction, reconstruction, alteration, expansion, or relocation of any natural growth, structures, or any other obstructions upon the land, shall conform to all regulations contained in and applicable to this Section. No land, natural growth, structure, or other obstruction shall be erected, constructed, used, replaced, altered, and/or maintained for any purpose or in any manner other than permitted by this section.
- (c) Background. The Dyess AFB Joint Land Use Study (JLUS) was completed in January 2018. The JLUS was developed through a collaborative process among the City of Abilene, the City of Tye, Taylor County, property owners and residents including within the View/Caps Community, the Abilene Chamber of Commerce, and Dyess AFB. Through the JLUS process, stakeholders collaborated to identify and assess existing, perceived, and potential compatible and incompatible/not recommended activities between Dyess AFB and the surrounding communities. The outcome of the JLUS was a series of recommendations to assist in promoting and guiding sustainable growth for Dyess AFB and the surrounding community. Among the recommendations were several to amend the existing Abilene Airport Zoning regulations, without limiting property owner and development rights related to safety concerns and noise generated by activities at Dyess AFB.

It is important to note that throughout the Dyess AFB JLUS process, property owners in the unincorporated View/Caps Community to the south and west of Dyess AFB were very involved and invested in the JLUS process and development of the study. As property owners in the areas affected by safety (clear zones and accident potential zones) and noise generated by aircraft operating at Dyess AFB, these citizens were influential in the assessment of the JLUS compatibility issues, particularly regarding safety and noise. While it is part of the JLUS process to identify and assess existing conditions (e.g., safety and noise zones from aircraft operations that goes outside of the boundaries of Dyess AFB), many of the current View/Caps property owners have publicly stated that they do not have any concerns with safety or noise, and they accept the levels of safety concerns and noise generated by aircraft at Dyess AFB. These property owners are proud to have Dyess AFB as their neighbor and have voiced their continued support for Dyess AFB's missions.

The development and establishment of the Airport Zoning ordinance was a collaborative process involving the City of Abilene, City of Tye, Taylor County, Dyess AFB, and property owners within the affected area. While the Dyess AFB Air Installation Compatible Use Zone Study (AICUZ) Study recommendations were used as a starting point in the process, the ultimate decisions made by the City of Abilene took some of the AICUZ recommendations into consideration, but intentionally does not contain all of them. These decisions were made to accommodate local preferences, quality of life, and desired lifestyle of the community. Land use regulations are also established by the ordinance, which are similar to the recommendations outlined in the AICUZ; however, there are some differences which were agreed upon by all parties that participated in the development of the ordinance. Noise regulations within the Dyess AFB noise contours were considered for inclusion in the Airport Zoning ordinance, but were omitted through a public process in which many of the property owners within the noise contours publicly stated that they accept the risks and potential impacts associated with noise generated by Dyess AFB aircraft operations and requested that noise regulations be removed from the ordinance, which it was.

In lieu of regulating land use and development within the Dyess AFB noise contours through this Airport Zoning ordinance, the City of Abilene and other JLUS stakeholders agreed to utilize educational materials such as brochures and maps to inform existing and future property owners about the boundaries of the noise contours and potential implications of developing within them.

- (d) Definitions. The following words and phrases, whenever used in this Section, shall be defined as follows:
- (1) “Accident Potential Zone” (“APZ”) means a land use control area beyond the clear zones of a military runway that possesses a significant potential for accidents;
 - (2) “Air Installation Compatible Use Zone (AICUZ) Study” means a study developed by Dyess AFB to provide information about aircraft operations at Dyess AFB that cause noise and safety hazards and to provide recommendations for local communities to inform land use planning around Dyess AFB;
 - (3) “Air Operations Area” means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron;
 - (4) “Airport” means the Abilene Regional Airport and/or Dyess AFB;
 - (5) “Airport Elevation” means the established elevation of the highest point on the usable landing area;
 - (6) “Airport Hazard” means any natural growth, structure, any other potential obstruction, or use of land which obstructs the airspace required for, or is otherwise potentially hazardous to, the flight of aircraft in landing or taking off at an airport or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling aircraft;
 - (7) “Airport Hazard Area” means an area of land or water on which an airport hazard could exist;
 - (8) “Bird / Wildlife Aircraft Strike Hazard (BASH)” means the likely occurrence for a collision between an airborne animal or an animal on the ground and an aircraft on or near a runway. The BASH Relevancy Area is a five-statute mile area around Airports where risk is highly associated with BASH;
 - (9) “Board of Adjustment” means the City of Abilene Board of Adjustment, as created by the City’s Charter and defined in this Code of the City of Abilene and by State law;

- (10) “Centerline” means a line extending through the midpoint of each end of a runway;
- (11) “Compatible Land Use” means a use of land adjacent to or in the vicinity of an airport that does not have the potential to endanger the health, safety, or welfare of the owners, occupants, or users of the land because of levels of noise or vibrations or the risk of personal injury or property damage created by the operations of the airport including the taking off and landing of aircraft;
- (12) “Day Night Average Noise Level” (“DNL”) means a 24-hour time-averaged sound exposure level, adjusted for average-day sound source operations. In the case of aircraft noise, a single operation is equivalent to a single aircraft departure, approach;
- (13) “Decibel (dB)” means a unit of measure based on a logarithmic scale. A 10 dB increase in noise level corresponds to a 100 percent increase (doubling) in perceived loudness;
- (14) “FAA” means the Federal Aviation Administration;
- (15) “Hazard to Air Navigation” means an obstruction determined to have an adverse effect on the safe and efficient utilization of the navigable airspace;
- (16) “Height” is determined by mean sea level elevation, unless otherwise specified;
- (17) “Imaginary Surfaces Map” refers to the current map for the Abilene Regional Airport, as amended, created pursuant to 14 Code of Federal Regulations (C.F.R) Part 77, a true and correct copy of which is maintained at the Abilene Regional Airport Administrative Office and the City of Abilene Planning Department;
- (18) “Instrument Runway” means a runway equipped or to be equipped with electronic or visual air navigation aids adequate to permit the landing of aircraft under restricted visibility conditions. It also means a runway for which a precision approach system is planned, as so indicated on an approved airport layout plan or any other airport planning document or map;
- (19) “Joint Land Use Study (JLUS)” means a planning tool developed through the collaborative efforts of a comprehensive set of stakeholders in a defined study area in order to identify compatibility / recommended land use guidelines within, and adjacent to, active military installations.
- (20) “Landing Area” means the area of the airport used for the landing, take off, or taxiing of aircraft;
- (21) “Landing Zone” (“LZ”) means a landing zone consisting of a runway, a runway and taxiway, or other aircraft operational surfaces (e.g., aprons, turnarounds). An LZ is a prepared or semi-prepared (unpaved) airfield used to conduct military operations in an airfield environment similar to forward operating locations. LZ runways are typically shorter and narrower than standard runways;
- (22) “Larger than Utility Runway” means a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than 12,500 pounds maximum gross weight and jet-powered aircraft.
- (23) “Mean Sea Level (MSL)” means the average height of water in the sea used as the datum plane to measure land elevation;
- (24) “Military Imaginary Surfaces Map” refers to the most recent map indicating zones in and surrounding Dyess AFB, a true and correct copy of which is maintained in the City of Abilene Planning Department;
- (25) “Natural Growth” means any tree, shrub, grass, or other item found in nature that is flora;

- (26) “Noise Contour” means a geographical representation of DNL noise levels;
- (27) “Noise Contours Map” refers to the most recent map and attachments, as amended, developed by Abilene Regional Airport and Dyess AFB, respectively, pursuant to 14 C.F.R. Part 150, indicating estimated noise levels and compatible land uses for zones surrounding the Abilene Regional Airport and Dyess AFB, a true and correct copy of which is maintained at the Abilene Regional Airport Administrative Office and the City of Abilene Planning Department, and Dyess, respectively, as well as online at www.abilenetx.gov and at <https://storymaps.arcgis.com/stories/83da8ff08d4c4528ab046cb50368cf2c>;
- (28) “Noise Level Reduction” means the voluntary incorporation of sound attenuation measures (outdoor to indoor) into the design and construction of a Structure;
- (29) “Nonconforming/Not recommended Structure” means any Structure, existing on land which does not conform to the regulations, relative to its size, height, or location, within the district in which it is located. Nonconforming/Not recommended Structures may not be improved or enlarged, except as provided for in this Section, or pursuant to a Variance or Special Exception granted by the Board of Adjustment;
- (30) “Nonconforming/Not recommended Use” means any activity or use of land which was approved prior to the enactment of this Section, but does not conform to the regulations of the district in which it is located pursuant to this Section or is not recommended for use. Any nonconforming/not recommended use existing at the time of the enactment of this Section may be continued, except as provided in this Section;
- (31) “Obstruction” means any structure, tree, plant, or other object of natural growth that penetrates an imaginary surface or is determined by the Federal Aviation Administration to interfere with the established aviation traffic pattern;
- (32) “Planning Department” means the City of Abilene department responsible for the City’s planning and zoning activities, currently referred to as the Planning and Development Services Department.
- (33) “Planning Director” means the City of Abilene Director of Planning and Development Services or designee;
- (34) “Precision Instrument Runway” means a runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document;
- (35) “Primary Surface” means a surface longitudinally centered on a runway. When the runway has a specifically prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; for military runways or when the runway has no specifically prepared hard surface, the primary surface ends at each end of that runway. The width of the primary surfaces for Abilene Regional Airport and Dyess AFB are more particularly described in subsection (e);
- (36) “Runway” means a defined area on an airport prepared for landing and take-off of aircraft along its length;
- (37) “Structure” means any object, including a mobile object, constructed or installed by man, including without limitation, any building, physical improvement, tower, smokestack, earth formation, and overhead transmission lines;
- (38) “Utility Runway” means a runway that is constructed for and intended to be used by propeller-

driven aircraft of 12,500 pounds maximum gross weight and less;

(39) “Visual Runway” means a runway intended solely for the operation of aircraft using visual approach procedures;

(e) Surfaces; Zones; Height Limitations; and Noise Zones.

(1) Abilene Regional Airport.

a. Imaginary Surfaces. There are hereby established and designated certain surfaces, as shown on the Imaginary Surfaces Map for Abilene Regional Airport. The surfaces are more particularly described and defined as follows:

1. “Approach Surface” means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope, as described in this Section. The perimeter of the approach surface coincides with the perimeter of the approach zone;
2. “Conical Surface” means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet;
3. “Horizontal Surface” means a horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of the airport and connecting the adjacent arcs by lines tangent to those arcs. For all visual runways designated as utility or visual, the radius of each arc is 5,000 feet; for all other runways, the radius of each arc is 10,000 feet. The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest determined for either end of the runway. When a 5,000-foot arc is encompassed by tangents connecting two adjacent 10,000-foot arcs, the 5,000-foot arc shall be disregarded on the construction of the perimeter of the horizontal surface.
4. “Transitional Surfaces” means the surfaces extending outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of 7 feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces, for those portions of the precision approach surfaces which project through and beyond the limits of the conical surfaces, extend a distance of 5,000 feet, measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

b. Height Limitations; Zones. There are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to Abilene Regional Airport. Such zones are shown on the Imaginary Surfaces Map, and more particularly described as follows. Except as otherwise provided in this Section, no structure, natural growth, or other obstruction shall be erected, altered, allowed to grow, or maintained in any zone contained in this Section to a height level above the applicable surfaces on the outer or upper edge of the below-described zones. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation.

1. Utility Runway Visual Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is 250 feet wide. The approach zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the

primary surface. Its centerline is the continuation of the centerline of the runway.

2. Runway Larger than Utility With a Visibility Minimum as Low as 3/4 Mile Non-Precision Instrument Approach Zone: the inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
 3. Precision Instrument Runway Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the runway.
 4. Transitional Zones: The transitional zones are the areas beneath the transitional surfaces.
 5. Horizontal Zone: A horizontal zone is hereby established by swinging arcs of 5,000 feet radii for all runways designated utility or visual and 10,000 feet for all others from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
 6. Conical Zone: A Conical Zone is hereby established as the area that commences at the periphery of the Horizontal Zone and extends outward there from a horizontal distance of 4,000 feet. The Conical Zone does not include the Approach Zones and Horizontal Zones.
- c. Noise Zones. For the purpose of regulating the development areas which possess a noise hazard for certain land uses, so as to promote compatibility between the airport and the surrounding land uses, protect the airport from incompatible/not recommended use encroachment, and promote and protect the health, safety, and general welfare of property users, noise zones are hereby established within and surrounding the areas of the Abilene Regional Airport, as follows:
1. Zone Boundaries. The boundaries of said zones are established as shown on the most recent Noise Contours Map, as amended.
 2. Compatible Land Uses. Compatible land uses within the noise zones are established as shown on the most recent Noise Contours Map, as amended.
 3. A copy of the most recent Noise Contours Map, as amended, is on file in the Administrative Office of the Abilene Regional Airport and the City of Abilene Planning Department.

(2) Dyess Air Force Base.

- a. Imaginary Surfaces. There are hereby established and designated certain surfaces, as shown on the Military Imaginary Surfaces Map. The surfaces are described as follows:
 1. "Approach Clearance Surface" means an inclined plane, symmetrical about the runway centerline extended, beginning 200 feet beyond each end of the primary surface at the centerline elevation of the runway end and extending for 50,000 feet. The slope of the Approach Clearance Surface is 50 to 1 along the runway centerline extended until it reaches an elevation of 500 feet above the established airport elevation, which is 1789 feet above mean sea level for Dyess AFB. It then continues horizontally at this elevation to a point 50,000 feet from the point of beginning. The width of this surface at the runway end

is the same as the primary surface, it flares uniformly, and the width at 50,000 feet is 16,000 feet.

2. “Conical Surface” means a surface extending outward and upward from the periphery of the inner horizontal surface at a slope of 20 to 1 for a horizontal distance of 7,000 feet to a height of 500 feet above the established airfield elevation.
 3. “Inner Horizontal Surface” means a plane that is oval in shape at a height of 150 feet above the established airfield elevation. The plane is constructed by scribing an arc with a radius of 7,500 feet about the centerline at the end of each runway and interconnecting these arcs with tangents.
 4. “LZ Approach-Departure Clearance Surface” means an imaginary surface that is an inclined plane arranged symmetrically about the runway centerline extended, beginning at the end of the clear zone, 500 feet beyond each end of the runway threshold, and extending 10,500 feet. The slope of the surface is 35 to 1 along the runway centerline extended until it reaches an elevation of 300 feet above the runway end elevation. The width of this surface at the clear zone end is 500 feet flaring uniformly until it reaches a width of 2,500 feet at 10,500 feet.
 5. “Outer Horizontal Surface” means a plane, located 500 feet above the established airfield elevation, extending outward from the outer periphery of the conical surface for a horizontal distance of 30,000 feet.
 6. “Primary Surface” means a surface located on the ground or water longitudinally centered on each runway with the same length as the runway. The width of the primary surface for runways is 2,000 feet.
 7. “Transitional Surfaces” means the surfaces that connect the primary surfaces, the first 200 feet of the clear zone surfaces, and the approach clearance surfaces to the inner horizontal surface, conical surface, outer horizontal surface or other transitional surfaces. The slope of the transitional surface is 7 to 1 outward and upward at right angles to the runway centerline.
- b. Height Limitations: Zones. There are hereby created and established certain zones which include all of the land beneath the Approach Clearance Surface, Conical Surface, Inner Horizontal Surface, LZ Approach-Departure Clearance Surface, Outer Horizontal Surface, Primary Surface, and Transitional Surface as they apply to Dyess AFB. Such zones are shown on the Military Imaginary Surfaces Map, and more particularly described in subsection a above. Except as otherwise provided in this Section, no structure, natural growth, or other obstruction shall be erected, altered, allowed to grow, or maintained in any zone contained in this Section to a height level above the surfaces established and described in subsection (2) above. An area located in more than one of these zones is considered to be only in the zone with the more restrictive height limitation. A property owner wishing to erect or maintain a structure or natural growth that exceeds the height limitations of this subsection may apply for a variance, as described in Section 2.3.5.1 (j) (7).
- c. Clear Zones. Clear Zones are areas on the ground, located at the end of each runway. They possess a high potential for accidents and their use is restricted to be compatible with aircraft operations in accordance with Table 1 below. Clear Zones are 3,000 feet long measured along the extended runway centerline beginning at the runway end. They are 3,000 feet wide centered on and measured at right angles to the extended runway centerline.

- d. Accident Potential Zones (APZs). APZs are areas on the ground located beyond the Clear Zone of each runway. They possess a potential for accidents and their use is restricted in accordance with Table 1.
1. APZ I. APZ I begins at the end of the Clear Zone, and is centered and measured on the extended centerline. It is 3,000 feet wide and 5,000 feet long.
 2. APZ II. APZ II begins at the end of APZ I, and is centered and measured on the extended runway centerline. It is 3,000 feet wide and 7,000 feet long.
 3. LZ APZs. LZ APZs begin at the end of the LZ Clear Zone, and are centered and measured on the extended runway centerline. They are 500 feet wide and 2,500 feet long.
- e. Land Use Restrictions.
1. An individual single-family residential structure, including manufactured housing, shall be permitted on a lot of 1 acre or larger, except within the Clear Zone associated with Dyess AFB. This does not eliminate the need for an Airport Zone Development Permit.
 2. An individual single-family residential structure, including manufactured housing or allowable accessory structure, meaning any object, including a mobile object, constructed or installed by man, including without limitation, any building or structure, physical improvement, tower, smokestack, earth formation, overhead transmission lines, garages, carports, shops, barns, storage buildings, etc. or similar uses used in conjunction or not in conjunction with residential or similar uses, shall be permitted on an existing legally platted lot, or a lot subdivided prior to 1984, even if the area of the lot is less than 1 acre, except within the Clear Zone associated with Dyess AFB. This does not preclude the acceptance of utility services water, electrical, sewer, or any other utility.
 3. An individual single-family residential structure, including manufactured housing and any other type of building/structure, shall not exceed a height greater than thirty-five (35) feet if the structure penetrates an established Military Imaginary Surface.
 4. Future development within the APZ I and APZ II shall conform to Table 1 Dyess Air Force Base Land Use Restrictions. A property owner wishing to erect a structure in APZs I or II that is not allowed in Table 1 may apply for a Special Exception as described in Section 2.3.5.1 (j) (8).
 5. Except as otherwise stated in this ordinance, previously approved nonconforming/not recommended uses in the APZs I and II that do not conform to Table 1 Dyess Air Force Base Land Use Restrictions may be replaced, but not expanded in square footage unless a Special Exception is approved. Such replacement may not expand square footage or increase the density and intensity of the original nonconforming/not recommended use unless a Special Exception is approved.

Table 1
Dyess Air Force Base
Land Use Restrictions

Land Use	APZ I	APZ II
RESIDENTIAL USES¹		
Bed & Breakfast	No	Yes ²
Dwelling - Duplex	No	Yes ²
Dwelling - Industrialized Housing	Yes ²	Yes ²
Dwelling - Institutional	No	No
Dwelling - Manufactured Home (HUD-Code)	No	Yes ²
Dwelling - Mobile Home	No ¹	Yes ^{1, 2}
Dwelling - Multiple-Family	No	No
Dwelling - Patio Home	Yes ^{1, 2}	Yes ^{1, 2}
Dwelling - Single Family Detached	Yes ^{1, 2}	Yes ^{1, 2}
Dwelling - Townhome	No	No
Group Home	No	No
Hotel/Motel	No	No
Travel Trailer/ Recreational Vehicle	No ¹	Yes ^{1, 2}
Vacation Travel Trailer Park	No	No
ACCESSORY & INCIDENTAL USE		
Accessory Structure	Yes ¹	Yes ¹
Animal Lot	Yes ³	Yes ³
Antenna, Non-Commercial/ Amateur	Yes	Yes
ATMs, Self-Serve Kiosks, and Similar Facilities	Yes	Yes
Day Care Operation - Home-Based	No	No
Dwelling - Accessory	Yes ^{1, 2}	Yes ^{1, 2}

Drive-Thru Facility	No	Yes
Field Office or Construction Office (temporary)	Yes	Yes
Freight Container	Yes	Yes
Fuel Sales	No	No
Garage Sale	Yes	Yes
Home Occupation	Yes ^{1, 2}	Yes ^{1, 2}
Itinerant Business	No	Yes
Manufacturing	SE ⁴	SE ⁴
Mobile Home (permanent security residence)	No	Yes
Mobile Home (temporary security residence)	No	Yes
Mobile Home or Temporary Building (office for sales and service)	No	Yes
Recreation Building, Multipurpose	Yes ⁵	Yes ⁵
Recycling Collection Point	Yes	Yes
Subdivision Sales Office (temporary)	No	Yes
Swimming Pool, Private (accessory to residential use)	Yes	Yes
Tennis Court, Private (accessory to residential use)	Yes	Yes
Travel Trailers (accessory to hospitals)	No	Yes
CULTURAL & RECREATION USE		
Adult Entertainment Enterprise	No	No
Civic, Social, and Fraternal Organization	No	No
Cultural Facilities	No	No
Drive-in Theater	No	No
Fairgrounds/Rodeo	No	No
Motorized Racing	No	No
Recreation - Outdoors (active and passive)	Yes ⁵	Yes ⁵
Recreation and Commercial Entertainment	No	No

Zoo	No	No
GOVERNMENT, HEALTH, SAFETY, AND WELFARE USES		
Ambulance Service	No	SE
Community Home	No	No
Correction, Detention, or Penal Facilities	No	No
Fire/Police Station	No	SE
Homeless/Emergency Shelter	No	No
Hospital	No	No
Medical/Dental Laboratory	No	No
Military and Armed Forces Reserve Center	No	No
Military Base and Reservation	No	No
Personal Care Facility	No	No
Post Office	No	SE
Rehabilitation Facility	No	No
Sanitary Landfill	No	No
Social Service Facility	No	No
EDUCATIONAL & RELIGIOUS USES		
Arts School	No	No
Cemetery, Crematorium, and Mausoleum	Yes ⁶	Yes ⁶
Church or Place of Worship	No	No
Day-Care Operation - Center-Based	No	No
Educational and Scientific Research	No	No
School: Public/Private	No	No
Trade/Business School	No	No
University/College	No	No
SERVICE		

Automobile Wash	Yes	Yes
Cabinet Making; Carpentry and Wood Flooring Services	SE ⁴	Yes ⁴
Contractor Services	Yes	Yes
Delivery Services	SE	Yes
Drilling-Rig Repair (sand and water blasting)	SE ⁴	Yes ⁴
Electrical Motor Repair	SE	Yes
Equipment Repair, Services, and Sales	SE	Yes
Exterminating and Fumigating Services	SE ⁴	Yes ⁴
Farm Equipment Repair, Services, and Sales	SE	Yes
Funeral Home/Mortuary/Morgue	No	No
Heating, Ventilation, Air-Conditioning Services	SE ⁴	Yes ⁴
House Wrecking and Demolition	SE ⁴	Yes ⁴
Kennel (With Outdoor Pens)	Yes	Yes
Kennel (Without Outdoor Pens)	Yes	Yes
Landscaping Services	SE	Yes
Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)	No	Yes
Laundry/Dry Cleaning Services & Facilities	No	Yes
Machine Shops	SE ⁴	Yes ⁴
Masonry, Concrete, Stonework, Tile Setting, and Plastering Services	SE ⁴	Yes ⁴
Office (general, professional, financial)	No	Yes
Oilfield Service	SE ⁴	Yes ⁴
Oil Well Drilling Contractors	SE ⁴	Yes ⁴
Paint and Body Repairs, Services, and Sales	SE	Yes
Personal Services	No	Yes
Pet Services and Sales	SE	Yes
Pipe Cleaning and Testing (sand and water blasting)	SE ⁴	Yes ⁴

Plumbing Services	SE	Yes
Printing, Copying, Reproduction, Publishing	No	Yes
Recycling Collection and Processing Center	Yes	Yes
Refrigerated Warehousing	SE ⁴	Yes ⁴
Repair and Maintenance Services - Automobile/Small Truck (major)	Yes	Yes
Repair and Maintenance Services - Automobile/Small Truck (minor)	Yes	Yes
Repair and Maintenance Services (indoor)	Yes	Yes
Repair and Maintenance Services (outdoors)	Yes	Yes
Repair and Maintenance Services (truck and other large vehicles)	Yes	Yes
Roofing and Sheet Metal Services	SE	Yes
Scales (public)	Yes	Yes
Storage - Self-Service Units	Yes	Yes
Storage and Warehousing (general)	SE ⁴	Yes ⁴
Tattoo Parlor	No	Yes
Taxidermist	No	Yes
Veterinary Service (all size animals)	No	No
Veterinary Service (small animals)	No	No
Water Well Drilling Services	SE ⁴	Yes ⁴
Welding and Cutting Services and Sales	SE ⁴	Yes ⁴
Wrecker/Towing	Yes	Yes
TRADE - RETAIL USES		
Aircraft and Accessories	Yes	Yes
ATMs, Self-Serve Kiosks, and Similar Facilities	Yes	Yes
Convenience Store	No	Yes
Fuel Sales	No	No
Liquor Store (Off Premises Consumption)	No	Yes

Liquor Store (On Premises Consumption)	No	No
Restaurant, Fast Food	No	No
Restaurant, Standard	No	No
Retail Sales/Rental (automobile/small truck)	Yes	Yes
Retail Sales/Rental (indoor)	No	Yes
Retail Sales/Rental (outdoors, non-vehicle)	No	Yes
Retail Sales/Rental (trucks and other large vehicles and equipment)	Yes	Yes
Scrap and Waste Material	Yes	Yes
TRADE - WHOLESALE USES		
Liquor, Wholesale/Distribution	Yes	Yes
Livestock - Wholesale only (no auction)	Yes ³	Yes ³
Wholesaling and Storage (indoor) ⁷	Yes	Yes
Wholesaling and Storage (outdoors) ⁷	Yes	Yes
TRANSPORTATION, COMMUNICATION, & UTILITIES		
Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)	No	No
Antenna Tower - Commercial	Yes ⁸	Yes
Automobile Parking Lot or Structure - Commercial	Yes ⁸	Yes
Broadcast Studio	No	No
Passenger Ground Transportation Terminal	No	Yes
Pressure Control Station	Yes ⁸	Yes
Public Utility Facility	Yes ⁸	Yes
Railroad Switching and Marshalling Yard	Yes ⁸	Yes
Utility Generation, Production, Treatment	Yes ⁸	Yes
RESOURCE PRODUCTION & EXTRACTION		
Farming, Ranching & Livestock, Hatchery	Yes ³	Yes ³
Feedlot, Commercial	Yes ³	Yes ³

Mining	Yes ⁹	Yes ⁹
Petroleum or Gas Well	No	No
Liquor	Yes	Yes
Manufacturing (light)	SE ⁴	SE ⁴
Manufacturing (heavy)	SE ⁴	SE ⁴

Notes:

- Any nonconforming/not recommended use approved prior to or at the time of the enactment of this Airport Zoning regulation may be continued.
- Any land use not listed in Table 1 will be evaluated based on a similar use from the table. If such similar use is allowed within APZ I or APZ II, the not-listed use will be allowed without the need for a Special Exception approved by the Board of Adjustment.
- Yes = The use is allowed.
- Yes (with superscript number) = The use is allowed, but may have stipulations.
- No = The use is not allowed; however, any proposed use identified as “No” may be submitted through a Special Exception process for consideration for approval by the Board of Adjustment after being reviewed by Dyess AFB.
- SE = A Special Exception approved by the Board of Adjustment after being reviewed by Dyess AFB is required.

¹ - Existing lots of less than 1 acre that were legally platted, or that were subdivided prior to 1984, are allowed one residence.

² - The maximum density is one (1) dwelling unit per acre.

³ - Activities that attract concentrations of birds creating a hazard to aircraft operations should be excluded.

⁴ - Except for chemicals and allied products; precision equipment; apparel and other finished products; products made from fabrics, leather and similar materials; petroleum refining and related industries; Rubber and miscellaneous plastic products; professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks; or other hazardous or noise/vibration-sensitive uses. No activity which produces smoke, glare, or involves explosives.

⁵ - Facilities such as playgrounds, club houses, meeting places, auditoriums, large classes, etc., are not permitted.

⁶ - No chapels or houses of worship are allowed within APZ I or APZ II.

⁷ - Big box home improvement stores are not included as part of this category.

⁸ - No above ground passenger terminals and no above ground power transmission or distribution lines at a height greater than 50 feet above Dyess AFB airport elevation. Prohibited power lines include high-voltage transmission lines and distribution lines that provide power to cities, towns, or regional power for unincorporated areas.

⁹ - Surface mining operations that could create retention ponds that may attract waterfowl and present bird/wildlife aircraft strike hazards (BASH), or operations that produce dust or light emissions that could affect pilot vision are not compatible. No activity which produces smoke, glare, or involves explosives.

In addition to the above listed restrictions, no use shall have hazardous materials stored on-site other than minimal, incidental storage of small quantities[.]

f. Noise Zones.

Residential developments and other land uses within Noise Zones may be recommended to consider sound attenuation measures to reduce potential interior noise impacts and achieve a maximum interior noise level of 45 dB DNL. While regulated sound attenuation measures may not be necessary in the Noise Zones due to personal preferences of property owners, the City of Abilene maintains educational materials for interested property owners or developers who want to learn more information about how to reduce interior noise levels inside their residential or other structure. This will alert buyers on the potential for noise impacts in areas close to Dyess AFB. The materials would be educational and not mandatory requirements.

For the purpose of guiding the development of areas which possess a noise hazard to certain land uses, so as to promote compatibility between Dyess AFB and the surrounding land uses and protect the airport from incompatible/not recommended encroachment, noise zones are hereby established within and surrounding the areas of Dyess AFB as follows.

1. Noise Zone Boundaries. The boundaries of said noise zones are established as shown on the most recent Dyess AFB Noise Contours Map, as amended.
2. A copy of the most recent Noise Contours Map, as amended, is on file in the Administrative Office of the Abilene Regional Airport and the City of Abilene Planning Department and online at www.abilenetx.gov
<https://storymaps.arcgis.com/stories/83da8ff08d4c4528ab046cb50368cf2c>.
3. New development within the Noise Zones is subject to the following regulations.
 - i. No new mobile and/or manufactured home parks or zones shall be established within any Noise Zone.

(f) Bird /Wildlife Aircraft Strike Hazard (BASH).

All development within a five (5) statute mile radius of the Air Operations Area at Abilene Regional Airport or Dyess AFB shall adhere to the following use standards.

- (1) Solid Waste Landfills. New solid waste landfills are prohibited. Solid waste landfills are defined as any discrete area of land or an excavation that receives household waste, and that is not a land application unit, surface impoundment, injection well, or waste pile.
- (2) Solid Waste Landfill Transfer Stations. All new landfill transfer stations shall meet the following criteria.
 - a. Shall be fully-enclosed and receive garbage behind closed doors;
 - b. Process received garbage via compaction, incineration, or similar manner; and
 - c. Remove all residue by enclosed vehicles.
 - d. Solid Waste Landfill Transfer Stations are prohibited if they:
 1. Handle or store putrescible waste outside or in a partially enclosed structure accessible to wildlife.

2. Are open on one or more sides.
 3. Store uncovered quantities of municipal solid waste outside, even if only for a short time.
 4. Use semi-trailers that leak or have trash clinging to the outside.
 5. Do not control odors by ventilation and filtration systems (odor masking is not acceptable).
- (3) **Water Management Facilities.** Water management facilities include drinking water intake and treatment facilities, storm water and wastewater treatment facilities, associated retention and settling ponds, and ponds that result from mining activities. For the purpose of this section, ponds refer to stagnant bodies of water that may be natural or constructed and exclude residential and public swimming pools and other constructed facilities where water is circulated for filtration and chemical treatment. All new water management facilities shall meet the following criteria.
- a. Designed and operated so as not to create above-ground standing water.
 - b. Stormwater detention ponds shall be designed, engineered, constructed, and maintained for a maximum 48-hour detention period after the design storm and remain completely dry between storms. To facilitate the control of hazardous wildlife, steep-sided, rip-rap lined, narrow, linearly shaped water detention basins shall be used.
 - c. The following Water Management Facilities are prohibited:
 1. New wastewater management facilities or associated settling ponds.
 2. Artificial marshes.
- (4) **Aquaculture.** All new aquaculture activities shall be within fully enclosed buildings. Aquaculture activities outside fully enclosed buildings are prohibited.

(g) Solar Energy Development and Solar Panels.

The requirements of this Section shall apply to any application for municipal approval for the erection and maintenance of solar energy development or solar panels within five statute miles around Abilene Regional Airport or Dyess AFB, or as otherwise described below, excluding solar panels for use on a private residence or business to be used exclusively for that residence or business.

- (1) Applications for solar energy development projects within five miles of Dyess AFB only shall include a mission compatibility evaluation from the DoD Military Aviation and Installation Assurance Siting Clearinghouse, if deemed necessary by consultation with Dyess AFB.
- (2) Applications for solar energy development projects shall include details related to the siting of facilities and distance from Abilene Regional Airport or Dyess AFB, energy capacity output, height of structures and facilities, and construction technology.
- (3) Applications for solar energy development projects shall include a glare analysis that satisfies the requirements of the 2013 FAA Interim Policy 78 FR 63276 regarding yellow glare, glare at Air Traffic Control Towers and analysis and observer characteristics.

(h) Use Restrictions; Interference.

- (1) Notwithstanding any other provision of this Section, no use may be made of land within any zone

established by this Section in such manner as to create electrical interference with navigational signals or radio communication between the airports and aircraft, and aircraft, make it difficult for flyers to distinguish between airport lights and others, result in glare in the eyes of pilots or air traffic controllers using the airport, impair visibility in the vicinity of the airports, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.

- (2) No structure, natural growth, or other obstruction, except for those allowed as identified in Section 2.3.5.1 (e) (2) e., shall be placed, erected, or allowed to grow to a height that would penetrate a 100-to-one slope from any point on a runway to the outer limits of the extraterritorial jurisdiction and/or Airport Hazard Area, without a determination as to the impact of such use. The City, and Dyess AFB shall be responsible for evaluating the impacts of the structure, natural growth or other obstruction, and findings shall be reported to the Planning Director for evaluation and determination of the potential impact. The Board of Adjustment shall be responsible for approving, conditionally approving, or denying the placement of a structure, natural growth, or other obstruction exceeding this slope, except as stated in Section 2.3.5.1 (j) (1) a.

(i) Nonconforming/Not Recommended Uses and Structures; Abandonment; Replacement.

- (1) Regulation not retroactive. The regulations prescribed in this Section shall not be construed to require the removal, lowering, or other changes or alteration of any structure, natural growth, or other obstruction not conforming to the regulations as of the effective date of this Section, or otherwise interfere with the continuance of any nonconforming/not recommended use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any Structure, if the construction, alteration, or use began prior to the effective date of this Section and is diligently prosecuted or completed.
- (2) Nonconforming/Not Recommended Use. Any nonconforming/not recommended use under this Section is subject to the conditions and procedures set forth in this Code.
- (3) Replacement of Nonconforming/Not Recommended Objects of natural growth. A person may not replace a nonconforming/not recommended object of natural growth that has been removed or destroyed.
- (4) A person may renovate a nonconforming/not recommended Structure. The portion of a structure that is renovated must comply with the regulations contained herein, where applicable.
- (5) Replacement/Expansion of Nonconforming/Not Recommended Single-Family Residential Structure. An existing nonconforming/not recommended single-family residential structure, including manufactured housing, may be replaced and/or enlarged even if not otherwise allowed. There shall be no size restrictions other than required by zoning, where applicable.
- (6) Replacement of a Structure on the Site of a Nonconforming/Not Recommended Nonresidential Use. An existing structure on the site of a nonconforming/not recommended nonresidential use that has been damaged or destroyed may be replaced or restored even if not otherwise allowed. However, the replaced or restored structure shall not exceed the size of the damaged or destroyed structure and shall not exceed any height limitations imposed by this ordinance. A property owner replacing a damaged or destroyed nonconforming/not recommended structure who wishes to exceed the size of the damaged or destroyed structure or exceed height limitations imposed by this ordinance may submit a request for a Special Exception. In addition, no such structure shall be permitted if deemed a hazard by the FAA. This provision does not waive the requirement for obtaining an Airport Zone Development Permit, where applicable.

- (7) Any legal, nonconforming/not recommended industrial uses in the APZ I or APZ II area of Dyess AFB may be expanded to the limits of their property as of the effective date of this ordinance, with no limitation on number of employees, but maintaining restrictions on manufacturing or storage of chemical and hazardous materials.
- (8) Marking and Lighting. Notwithstanding the preceding provisions in this Section, the owner of any existing nonconforming/not recommended structure, natural growth, or other obstruction is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Planning Director to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Abilene.

(j) Permits.

(1) In General.

- a. Airport Zone Development Permit. Any development, construction, modification, remodeling, or change in use within an area regulated by this Section shall require an Airport Zone Development Permit, with the following exception associated with Dyess AFB.

Any allowable home or other primary structure, addition to an existing home or other primary structure, allowable accessory structure, natural growth, or other object less than 50 feet in height in the APZ I and less than 150 feet in height in the APZ II and beyond shall be exempt from obtaining an Airport Zone Development Permit. This exception does not apply within the Clear Zone associated with Dyess AFB.

- b. This section shall not be interpreted to allow any permit that would:
 1. establish an airport hazard, except as otherwise stated in this ordinance as allowed;
 2. establish a nonconforming/not recommended use, except as otherwise stated in this ordinance as allowed;
 3. allow a nonconforming/not recommended structure, object of natural growth, or other obstruction to become higher than it was on the date this Section was adopted, except as otherwise stated in this ordinance as allowed;
 4. allow a nonconforming/not recommended structure, object of natural growth, other obstruction, or use to become a greater hazard to air navigation than it was on the date this Section was adopted, except as otherwise stated in this ordinance as allowed.
- c. No permit shall be granted to construct, modify, reconstruct, or remodel any Structure or other obstruction to a height of 150 feet or greater, unless an FAA Determination of No Hazard to Air Navigation has been obtained and provided to the Planning Director. Construction must comply with all applicable limitations and/or requirements contained herein and FAA guidelines.
- d. A permit issued for a particular land use on a site is intended to allow multiple and recurring activities identified in the permit without the need for a separate permit for each.
- e. There shall be no separate permit fee for an Airport Zone Development Permit.

- (2) Except as provided in subsection (j)(1)b. above, an application for permit shall be granted.

- (3) New Construction. No material change shall be made in the use of land and no structure, natural growth, or other obstruction, unless exempted above, shall be erected, altered, planted, or otherwise established in any zone hereby created, unless an Airport Zone Development Permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired with sufficient particularity to permit a determination as to whether the resulting use, structure, natural growth, or other obstruction, would conform to the regulations herein prescribed.
- (4) New Use. No material change shall be made in the use of a structure or property, unless an Airport Zone Development Permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired with sufficient particularity to permit a determination as to whether the resulting use would conform to the regulations herein prescribed.
- (5) Noise. Noise regulations are hereby established for new construction and rehabilitation, rebuilding, or remodeling, of existing construction within Abilene Regional Airport Noise Zones, as follows:
- a. Abilene Regional Airport. In the area within 65 DNL or greater noise contour, as shown in the latest Noise Contours Map for the Abilene Regional Airport, as amended, a permit shall be required for any use or structure as identified by the FAA as requiring Noise Level Reduction (NLR). Such permits shall be issued when the Planning Director has approved noise attenuation measures consistent with FAA requirements and approval is obtained from the FAA.
 - b. Certificate of Occupancy or Final Building Approval. For those properties identified by the Noise Contours Map as requiring NLR measures within the incorporated city limits of the City of Abilene, no Certificate of Occupancy or Final Building Approval shall be issued, until the appropriate general contractor or subcontractor of a property provides a copy of the FAA requirements for NLR and verifies that such noise attenuation measures have been properly taken with regard to the property.
 - c. Airport Zone Development Permit. For those properties identified by the Noise Contours Map, as amended, as requiring NLR measures within the extraterritorial jurisdiction of the City of Abilene, an Airport Zone Development Permit is required prior to the construction of a structure. No Airport Zone Development Permit shall be issued until the appropriate general [contractor] or subcontractor of a property provides a copy of the FAA requirements for NLR and verifies that such noise attenuation measures will be taken with regard to the property.
 - d. Routine maintenance of a nonconforming/not recommended structure does not invoke the requirements of this subsection.
- (6) Nonconforming/Not Recommended Uses Abandoned or Destroyed. Whenever the Planning Director determines that a nonconforming/not recommended structure or natural growth has been abandoned or more than 50 percent torn down, damaged, destroyed, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or natural growth to exceed the height limit for that zone or otherwise deviate from the regulations contained in this Section or this Chapter.
- (7) Variances. Any person desiring to erect or increase the height of any structure or permit the growth of any natural growth or use his/her property in any manner inconsistent with the regulations prescribed in this Section may apply to the Board of Adjustment for a variance from such regulation(s). Procedural rules regarding variances contained in Code of the City of Abilene apply to this Section.

For all zones established in this Section, the application for variance may be required to be accompanied by a determination from the Federal Aviation Administration (FAA) as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances may be allowed. In reaching its decision to grant a variance, the Board of Adjustment shall determine that all of the following conditions are present: a literal application or enforcement of the regulations in this Section will result in unnecessary hardship, and relief, if granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the spirit of this Section.

In addition, no application for a variance to the requirements of this Section may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Airport Development Board (regarding Abilene Regional Airport Zones) or the Dyess AFB Base Civil Engineer (regarding Dyess AFB Zones) for a recommendation as to the aeronautical effects of the requested variance, as more particularly set forth in subsection (l).

- (8) Special Exceptions. Any person desiring to erect, rebuild, or remodel any structure within an Abilene Regional Airport noise zone may apply to the Board of Adjustment for a Special Exception, for a determination as to what noise abatement measures must be included in such construction or remodeling. Procedural rules and standards for granting or denying Special Exceptions contained in this Code of the City of Abilene apply to this Section. In addition, no application for a Special Exception to the requirements of this Section may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Airport Development Board (regarding Abilene Regional Airport Zones) for a recommendation as to the aeronautical or sound effects of the requested variance.

Unless otherwise exempted within this ordinance, any person desiring to erect, rebuild, or remodel any structure, or change land use in a non-recommended manner within a Dyess AFB accident potential zone, as defined in this ordinance, may apply to the Board of Adjustment for a Special Exception of density or intensity stipulations. Procedural rules and standards for granting or denying Special Exceptions contained in this Code of the City of Abilene apply to this Section. In addition, no application for a Special Exception to the requirements of this Section may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Dyess AFB Base Civil Engineer for review of density/intensity.

- (9) Hazard marking and lighting. Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this Section and be reasonable under the circumstances, be so conditioned as to require the owner of the structure, natural growth, or other obstruction in question, at his/her own expense, to install, operate, and maintain thereon, such markers and lights as may be necessary to indicate to flyers the presence of a potential airport hazard.

- (10) Subdivision Plat Acknowledgement of Abilene Regional Airport or Dyess AFB Operations. Applicants for plat approval of land subject to regulations within this Section shall be required to sign an acknowledgement statement and include a note on the plat documentation indicating they understand that the land subject of the plat is within an area that may experience potential impacts or effects associated with aircraft operations at Abilene Regional Airport or military operations at Dyess AFB.

- (11) Other Conditions. The Board of Adjustment may place reasonable conditions upon the granting of any variance or special exception.

- (k) Enforcement. It shall be the duty of the Planning Director to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Planning Director upon a

form furnished by the Planning Department. Applications required by this Section to be submitted to the Planning Director shall be promptly considered and granted or denied by said Planning Director. Applications for action by the Board of Adjustment shall be forthwith transmitted by the Planning Director.

(l) Board of Adjustment.

(1) The Board of Adjustment is hereby granted the authority, in addition to its other duties and powers, to have and exercise the following powers:

- a. to hear and decide appeals from any order, requirement, decision, or determination made by the Planning Director, in the enforcement of this Section;
- b. to hear and decide special exceptions to the terms of this Section;
- c. to hear and decide requests for variances of the requirements of this Section.

(2) Decisions made by the Board of Adjustment, appeals, and judicial review related to this Section shall be in accordance with this Code.

(3) Recommendation to the Board.

a. Abilene Regional Airport.

The Abilene Regional Airport Development Board may make a recommendation, in writing or by representative, to the Board of Adjustment, regarding any matter before the Board that may have an effect on the Abilene Regional Airport. The Planning Director shall promptly forward any application for a variance or special exception, including any relevant material, to the Airport Development Board for consideration at its next available regular meeting. The Airport Development Board shall thereafter notify the Planning Director of its determination regarding the matter, at any time after the regular meeting, and no later than the date necessary to include the matter on the agenda for the next available regular Board of Adjustment meeting.

b. Dyess Air Force Base.

The Dyess AFB Base Civil Engineer may make a recommendation, in writing or by representative, to the Board of Adjustment, regarding any matter before the Board that may have an effect on Dyess AFB. The Planning Director shall promptly forward any application for a variance or special exception, including any relevant material, to the Dyess AFB Base Civil Engineer for consideration. A representative of the Dyess AFB Base Civil Engineer shall thereafter promptly notify the Planning Director of its determination regarding the matter, at any time after receiving the application from the City of Abilene, and not later than 15 days after receipt. Promptly and within a reasonable time after the 15 days has elapsed or a response has been received from the Dyess AFB Base Civil Engineer (whichever is earlier), the Planning Director shall include the matter on the agenda for the next available regular Board of Adjustment meeting.

(m) Violations and Penalties.

(1) It shall be unlawful for any person to violate any regulation, order, or ruling promulgated under this Section.

(2) Each day a violation occurs shall constitute a separate offense. The daily Penalties will be

suspended upon application for Special Exception or request for Variance.

- (3) Any person who violates any provision of this Section shall be guilty of a misdemeanor, punishable by a fine as set forth in Chapter 1, [Sec. 1-9](#) of the Code of the City of Abilene.

(n) Civil Remedies.

- (1) The City Attorney may enforce this Section by injunction, declaratory relief, or other action at law or in equity.
- (2) Any structure erected or used, or any work done, contrary to any of the provisions of this Section or to any of the details contained in the final site plan or Airport Zone Development Permit approved by the City is hereby declared to be unlawful and shall constitute a violation of this Section. The Council may direct the City Attorney to initiate injunction, mandamus, abatement, or any other action available in law or equity to prevent, enjoin, abate, correct or remove the unlawful structure, use or work.
- (3) In addition to any other remedies which may be available at law or in equity, the City may sue in the appropriate district court for an injunction to prohibit the violation of, or to enforce compliance with, any regulation contained in this Section.

(o) Amendments.

- (1) As part of the development of an amendment to this Section, a committee shall be appointed to participate in the development of the amendment language. This committee shall include the County Commissioner whose precinct is within the affected area around Dyess AFB and at least three (3) property owners whose property is located within an area affected by the Section, to include the current Dyess AFB accident potential zones or noise contours, who shall be appointed by said County Commissioner.
- (2) Prior to approval of an amendment to this Section, this committee shall have a minimum of 60 days to review and comment on any proposed amendment.

(p) Exemptions.

The following uses are exempt from the Airport Zoning regulations, unless otherwise regulated through other sections:

- (1) Agricultural Use. This regulation shall not be used to regulate any operational aspect of an existing agricultural use, including the cultivation and harvesting of crops, land management activities (prescribed burning, clearing, spraying and trimming), livestock management, hunting, use and application of water, or ponds/tanks used for watering of livestock or recreational use. Expansion of existing structures and construction of new structures that are accessory for agricultural uses are subject to these regulations to the extent permitted by state law.
- (2) Existing Structures. This regulation shall not restrict or limit the use of legally established, existing land uses and structures as of the effective date of these regulations.

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10; Ord. No. 12-2010, pt. A (Exh. A), 6-10-10)



ORDINANCE AMENDMENT REQUEST

Case: OAM-2024-01

Applicant: City of Abilene
Don Green, Transportation Services Director

Request: An amendment to the Land Development Code (LDC) to repeal Section 2.3.5.1 “*Airport Zoning*” and replace it with Section 2.3.5.1 “*Airport Zoning*”, as revised.

Planning & Zoning: November 5, 2024

Council Hearing: November 21, 2024
December 5, 2024





Airport Zoning Regulations - Purpose

The purpose of the Airport Zoning regulations are to:

1. Protect health, safety, and general welfare of the public, where it is recognized that obstructions, aircraft accidents, and excessive noise have the potential for endangering or harming the lives and/or property of users or occupants of land in the vicinity of Abilene Regional Airport and Dyess Air Force Base.
2. Regulate airport zoning hazard areas and compatible land uses surrounding Dyess AFB and Abilene Regional Airport pursuant to Chapter 241 of the Texas Local Government Code, as amended.





Airport Zoning Regulations

Generally speaking, airport zoning regulations:

1. Are highly technical and 3-dimensional relative to airport Clear Zones (CZ) and the height of buildings and structures in proximity to CZ areas; and
2. Restrict development in:
 - Accident Potential Zones (APZ) beyond the runway clear zones;
 - Noise Zones (NZ) where the sound of aircraft may be detrimental to public health and safety; and
 - Areas where residential uses are not appropriate in relation to the locations of CZ, APZ, and NZ zones.





JLUS Report and Recommendations

- The City of Abilene sponsored the Joint Land Use Study (JLUS) to assess the impact of new development in proximity to Dyess AFB.
- The study included stakeholders from Taylor County, City of Tye, Dyess AFB, and representatives from the View/Caps communities.
- The study resulted in recommendations to mitigate the impacts of aircraft traffic on new residential uses and to ensure that new residential development will not diminish the ability of Dyess AFB to accomplish its purposes and missions in the future.
- One of the JLUS recommendation is to revise the Airport Zoning Ordinance to incorporate the JLUS recommendations.





JLUS Report Conclusions and Considerations

1. The stakeholders agreed that amendments to the LDC were needed to ensure:
 - That undeveloped areas around Dyess AFB are developed in a manner that will allow Dyess AFB to continue to fulfill its on-going purposes and missions;
 - That the rights of property owners in the regulated areas will not be unnecessarily diluted; and
 - Similar considerations are necessary for Abilene Regional Airport for the same purposes and rationale.
2. The term “non-compatible use” was revised to “not-recommended”.
3. The voting members of the committee unanimously approved the final report.
4. The proposed ordinance will implement the development related JLUS recommendations.





FINDINGS AND RECOMMENDATIONS

The proposed ordinance is consistent with:

- The *Comprehensive Plan*;
- The *JLUS Study* recommendations;
- Generally accepted military and civilian airport management principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending Resolution 192-2023 to Clarify Home Builder Association Membership Minimum Requirement (*Tim Littlejohn*)

GENERAL INFORMATION

Amend resolution to better clarify BCHBA association's minimum membership requirement for the RebuildAbi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CLEAN amendment to RebuildAbi RESOLUTION NO
2. Redline amendment to RebuildAbi RESOLUTION NO - Copy

3. City Council Presentation Rebuild amendment

RESOLUTION NO. _____

AMEND RESOLUTION 192-2023 OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE BIG COUNTRY BUILDER MEMBERSHIP CRITERIA WITHIN THE ELIGIBILITY REQUIREMENTS FOR THE PROGRAM

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. 1, and also created Zone No. 2; and

WHEREAS, the City has adopted Resolution No. 109-2022 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

WHEREAS, 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 Big Country Home Builders Association Builder membership criteria as an approved eligibility requirement.

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

ADOPTED on the 21st day of November, 2024

ATTEST:

APPROVED:

Shawna Atkinson, City Secretary

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. New Construction

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

- (1) be a Builder 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-	<u>\$ 10,150</u> - 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	<u>\$ 8,000</u>	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 builder 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
- Rebuild ABI Program - Page 3

- 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



ATTACHMENT A- REBUILD ABILENE 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 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 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

- 5.01 The Developer shall be a Builder 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or

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

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

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

AGREED:

DEVELOPER

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.



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 Builder 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

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

RESOLUTION NO. _____

AMEND RESOLUTION 192-2023 OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE BIG COUNTRY BUILDER MEMBERSHIP CRITERIA WITHIN THE ELIGIBILITY REQUIREMENTS FOR THE PROGRAM

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. 1, and also created Zone No. 2; and

WHEREAS, the City has adopted Resolution No. 109-2022 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

WHEREAS, 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 Big Country Home Builders Association Builder membership criteria as an approved eligibility requirement.

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

ADOPTED on the 21st day of November, 2024

ATTEST:

APPROVED:

Shawna Atkinson, City Secretary

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. New Construction

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

- (1) be a **Builder** 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-	<u>\$ 10,150</u> - 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	<u>\$ 8,000</u>	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 **Builder** 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 -	<u>\$ 20,000</u> - 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	<u>\$ 1,200</u> -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



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 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 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

- 5.01 The Developer shall be a **Builder** 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It

shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

AGREED:

DEVELOPER

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.



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 **Builder** 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, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be

amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

- &.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.

Rebuild Amendment

11/21/2024





Eligibility Requirement

- Current eligibility requirement states that to participate within the program you need to be an active member of the Big Country Home Builders Association.
- Staff is proposing an amendment to specify the membership be a Builders tier of the membership in order to take advantage of the program.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (First Reading) CUP-2024-10: Receive a Report, Hold a Discussion and Take Action on A Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.32 Acres Zoned General Retail (GR) to Allow for a Freight Container. Located at 1350 Grape Street. (Tim Littlejohn)**

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to approximately 0.32 acres zoned General Retail (GR) to allow for a Freight Container.

SPECIAL CONSIDERATIONS

The subject property was annexed into the City in 1895, within the Original Town of Abilene. Located on this site is a home built in 1940 and a freight container. The freight container has been at this property since, at least, 2012. The owner states the freight container is used for personal storage and will remain as such if the request is approved. The owner has been using this lot for his Contractor Services but is in the process of moving that use off the property, as it is not a permitted use.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** of the Conditional Use Permit, subject to the following conditions:

1. A building permit must be applied for within 30 days of approval
2. The freight container must comply with all applicable LDC requirements, as listed in the

staff report.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with conditions as proposed by staff, including the container be repainted. by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. staff report
3. 350 Grape waiver
4. Freight Container Requirements - Section 2.4.3.3(25)
5. CUP 2024-10
6. Z-2024-31
7. presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 21st day of November, 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 18th day of October, 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 5th day of December, 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 5th day of December, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

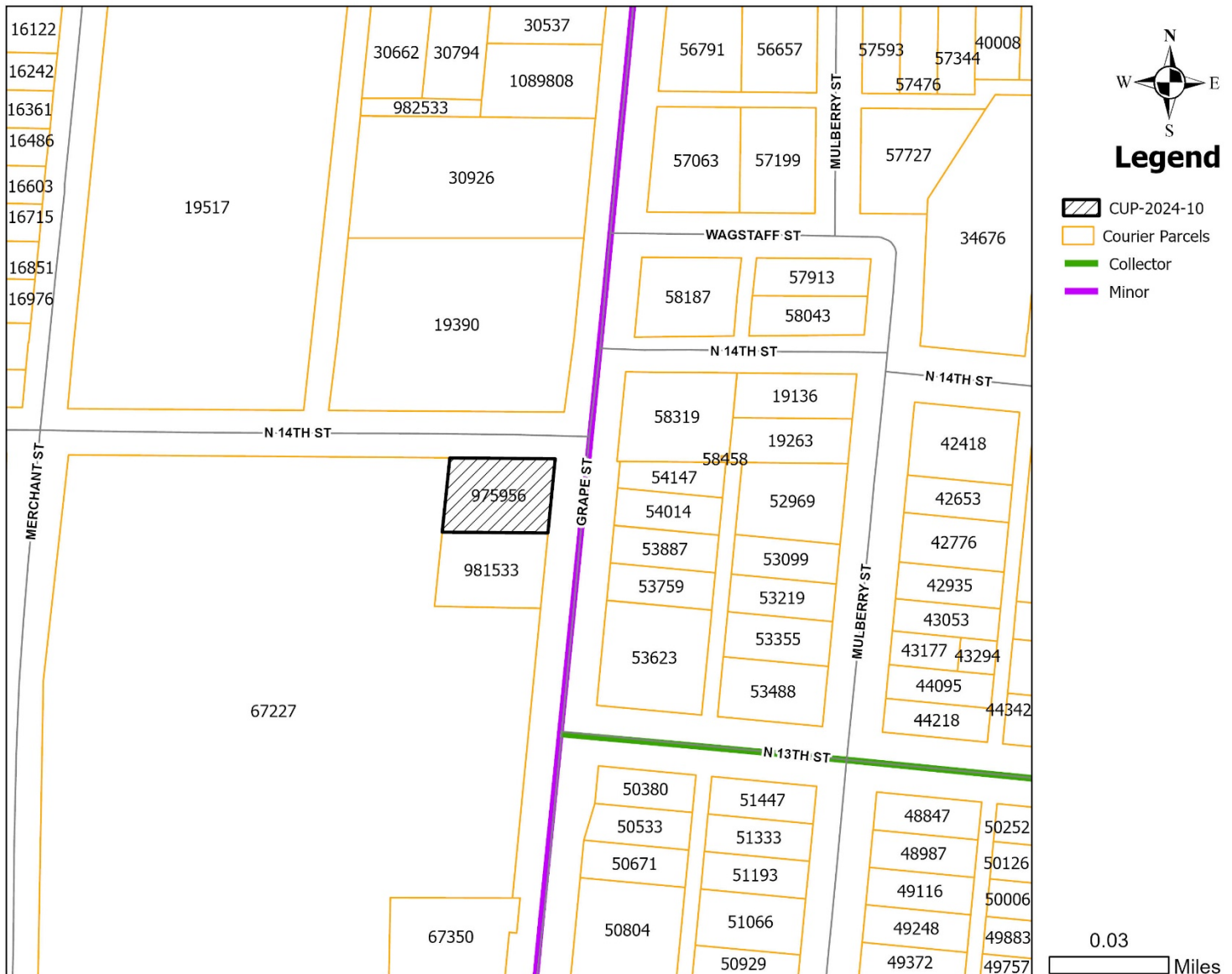
EXHIBIT A

Apply a Conditional Use Permit to approximately 0.32 acres zoned General Retail (GR) to allow for a Freight Container, subject to the following conditions:

- A building permit must be applied for within 30 days of approval
- The freight container must be screened from public right-of-way and neighboring properties
- Any signs, logos, or other markings must be removed from the freight container or painted over in a cohesive manner to the freight container, or home.

Legal description being the Merchant Grape Subdivision, Block A, Lot 225, Abilene, Taylor County, Texas.

Located at 1350 Grape Street.



END

ZONING CASE CUP-2024-10 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 5, 2024
City Council 1st Read: November 21, 2024
City Council 2nd Read: December 5, 2024

Applicant

Owner: Crosstone Properties, LLC
Agent: Bruce Reed

Case Manager

Mason Teegardin – Planner

Request

The applicant is requesting to apply a Conditional Use Permit to approximately 0.32 acres zoned General Retail (GR) to allow for a Freight Container.

Location

The subject property is located at 1350 Grape Street, legal description being the Merchant Grape Subdivision, Block A, Lot 225, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City in 1895, within the Original Town of Abilene. Located on this site is a home built in 1940 and a freight container. The freight container has been at this property since, at least, 2012. The owner states the freight container is used for personal storage and will remain as such if the request is approved. The owner has been using this lot for his Contractor Services but is in the process of moving that use off the property, as it is not a permitted use.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR	Church
East	GR	Vacant lot & residences
South	GR	Residence
West	GR	Shopping Center

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.
- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
The proposed request is consistent with the intent of the General Retail zoning district regulations and uses.

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/existing use is compatible with surrounding developments and will not create adverse impacts regarding traffic, noise, or visual nuisances.

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/existing use will not generate additional pedestrian or vehicular traffic.

5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**

The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The applicant will be required to comply with the Land Development Code requirements regarding freight containers in General Retail zoning.

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 use, if approved, will be subject to the following LDC requirements:

- Freight Containers in Commercial districts shall be screened from public right-of-way, except alleys
- Freight containers in any district shall be screened from adjacent properties with zoning designations other than HI, LI, HC, and GC
- Freight containers shall not have signs, logos, or other markings, other than small, incidental labeling, visible from the right-of-way or visible from adjacent properties with zoning designations other than HI, LI, HC, and GC.
- A building permit shall be obtained for each container, and each shall meet all building and development regulations

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. A building permit must be applied for within 30 days of approval
2. The freight container must comply with all applicable LDC requirements, as listed in the staff report.

Attachments

- Aerial image provided by applicant
- Application
- LDC requirements for freight containers

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on October 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:

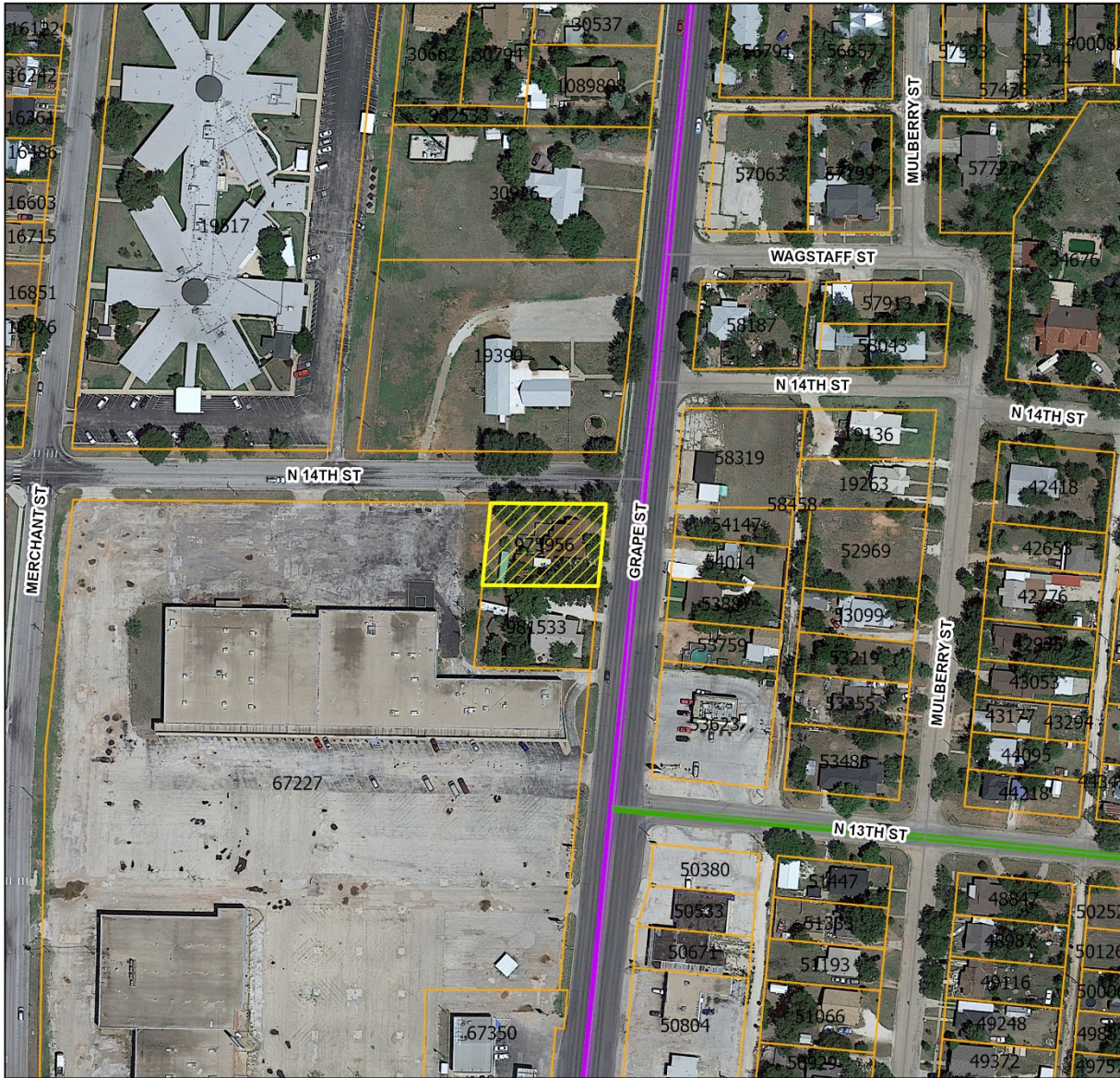
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CHAVIRA PEDRO	54147	1349 GRAPE ST	
CHAVIRA PEDRO	58319	1357 GRAPE ST	
CROSTONE PROPERTIES LLC	981533	1336 GRAPE ST	
DE LEON JUAN	58187	1407 GRAPE ST	
GRACE & MERCY COMMUNITY CHURCH OF ABILENE	19390	1402 GRAPE ST	
HUSKIN JEREMY JAMES	53887	1333 GRAPE ST	
HUSKIN JEREMY JAMES	54014	1341 GRAPE ST	
JMK5 ABILENE LLC	67227	1204 GRAPE ST	
M BAIG 897 LLC	53623	1309 GRAPE ST	
WILSON SUSIE VIRGINIA	53759	1325 GRAPE ST	

NOTIFICATION MAP



LOCATION MAP



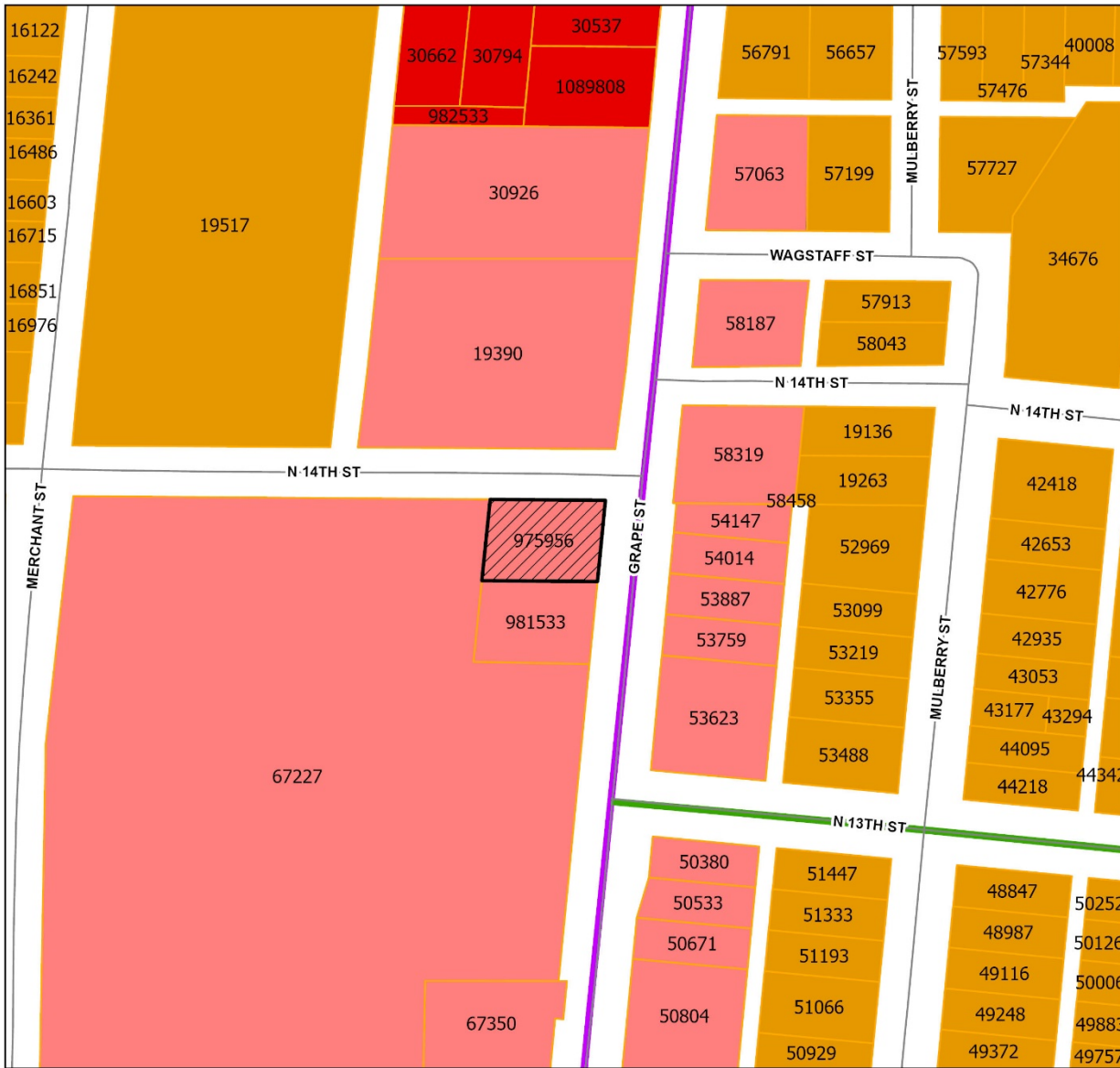
Legend

-  CUP-2024-10
-  Courier Parcels
-  Collector
-  Minor

0.03

Miles

ZONING MAP



Legend

- CUP-2024-10
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- MD (Residential - Medium Density)
- Collector
- Minor

0.03

Miles



To whom it may concern,

The concept plan is waived for this request located at 1350 Grape Street. Staff does not feel like it will help with the presentation or the understanding of what you are requesting.

Warm regards,

Timothy A Littlejohn
Director of Planning and
Development Services

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



a. *Screening.*

1. Freight Containers in Agricultural Open Space districts and Commercial districts shall be screened from public right-of-way, except alleys.
2. Freight containers in any district shall be screened from adjacent properties with zoning designations other than HI, LI, HC, and GC.
3. Screening, as required in subsections a.1 and a.2 above, shall be accomplished through the use of landscaping as indicated below:
 - i. A continuous hedge with a mature height of at least five feet achieved within one year, and
 - ii. Trees with a mature height of at least ten feet spaced at twenty-foot intervals.
 - iii. Alternative screening of a minimum seven feet height of an opaque material consisting of wood fencing and/or masonry walls may be approved by the Development Review Committee (DRC) where landscaping would not be practical or appropriate.

b. *Location and Appearance in Certain Zoning Districts.* In HC or GC districts, freight containers shall be located in the rear of the main structure and shall be a solid color to match the dominant color of the principal structure. In AO districts, freight containers shall be located a minimum of 200 feet from property lines.

c. *Signage.* Freight containers shall not have signs, logos, or other markings, other than small, incidental labeling, visible from the right-of-way or visible from adjacent properties with zoning designations other than HI, LI, HC, and GC.

d. *Building Permit Required.* A building permit shall be obtained for each container and each shall meet all building and development regulations, with the exception that building separation requirements shall apply to separation from freight containers to other structures, not between multiple freight containers.

e. *Storage Freight Containers.* Freight containers used only for storage shall meet the building requirements as a "temporary structure," regardless of the length of time it is in use on the property, with the exception that any ventilation requirements that would apply to a permanent structure also apply to a permanently placed freight container.

f. *Stacking Prohibited.* Freight containers shall not be stacked.

g. *Number of Freight Containers and Distance to Property Lines in AO Zoning.* Only 1 freight container is permitted by right in the AO zoning district. A Conditional Use Permit is required if more than 1 freight container is proposed or if a freight container is proposed to be less than 200 feet from a property line.



Decision of the Planning and Zoning Commission

November 5, 2024

**Bruce Reed
3750 Woodridge Dr
Abilene, Tx 79605**

Re: 1350 Grape Street Conditional Use Permit for the use of a Freight Container

Dear Bruce,

On November 5th, 2024, by a vote of 7 in favor and 0 opposed, the Planning and Zoning Commission recommends approval for the conditional use permit for the use of a freight container. The City Council will conduct the first and second readings on November 21st, 2024 and December 5th 2024.

Timothy A Littlejohn
Director of Planning and
Development Services

11/5/2024

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT





DECISION OF THE PLANNING & ZONING COMMISSION

November 5, 2024

Jessica Jacob
608 FM 1770
Winters, TX 79567

RE: 1234, 1232, 1226, and 1218 North Treadaway Boulevard, Abilene, TX 79601
SUBJECT: Z-2024-31 HC to O: Rezoning from Heavy Commercial (HC) to Office (O).

Dear Jessica Jacob:

On November 5, 2024, by a vote of 0 in favor and 0 opposed, the Planning & Zoning Commission recommends **approval** to rezone the subject property from Heavy Commercial (HC) to Office (O). The City Council will conduct first and second readings on November 21, 2024 and December 5, 2024.



Assistant Planning Director

11/5/24
Date

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT





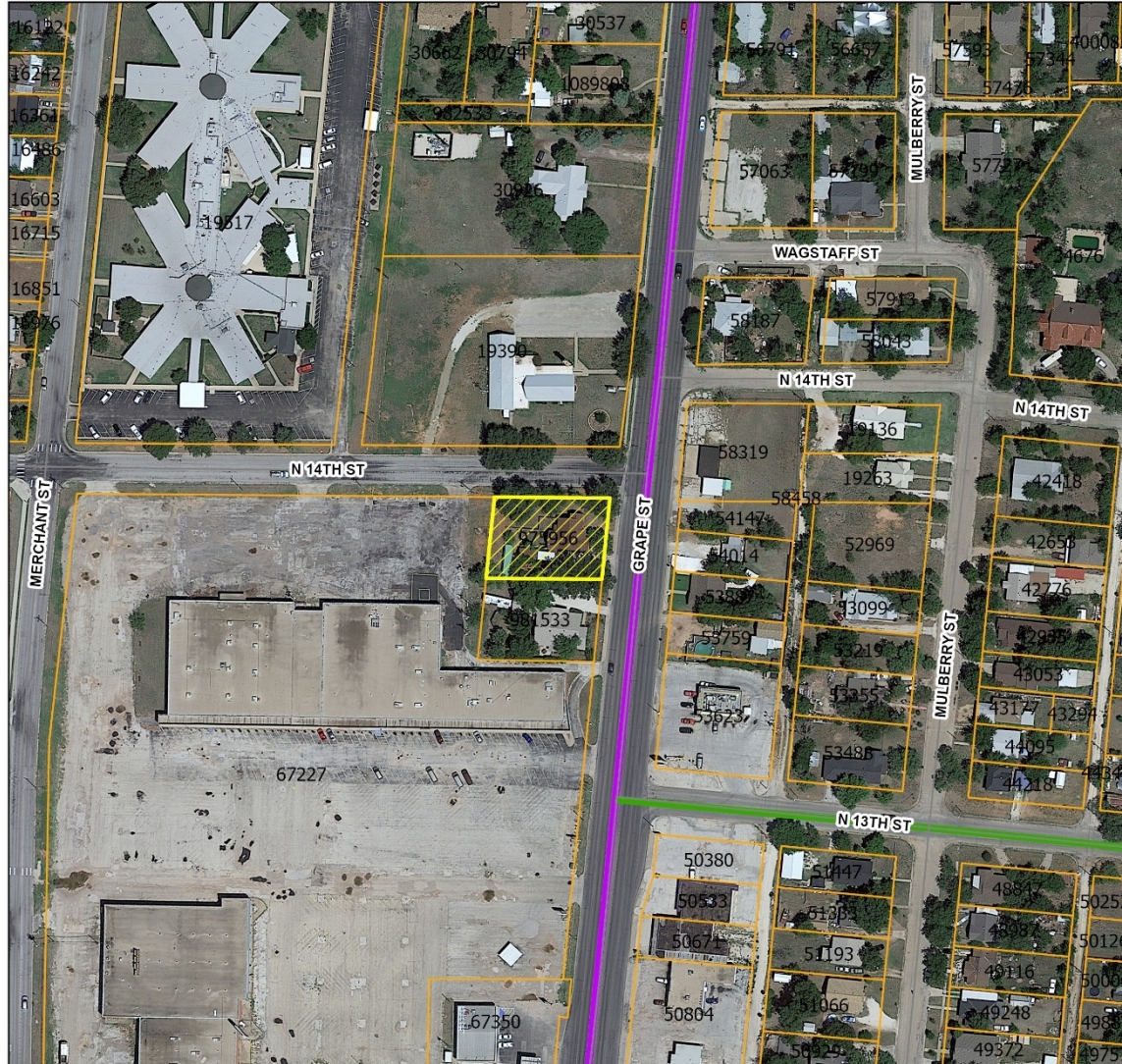
CONDITIONAL USE PERMIT

Case:	CUP-2024-10
Agent:	Bruce Reed
Requests:	A Conditional Use Permit to allow for a Freight Container in General Retail (GR) zoning.
Location:	1350 Grape Street
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	November 5, 2024
Council Hearing:	November 21, 2024 December 5, 2024





AERIAL LOCATION MAP

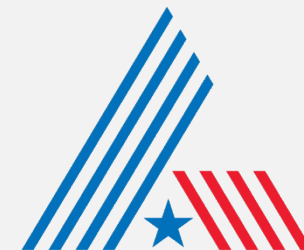


Legend

- CUP-2024-10
- Courier Parcels
- Collector
- Minor

0.03

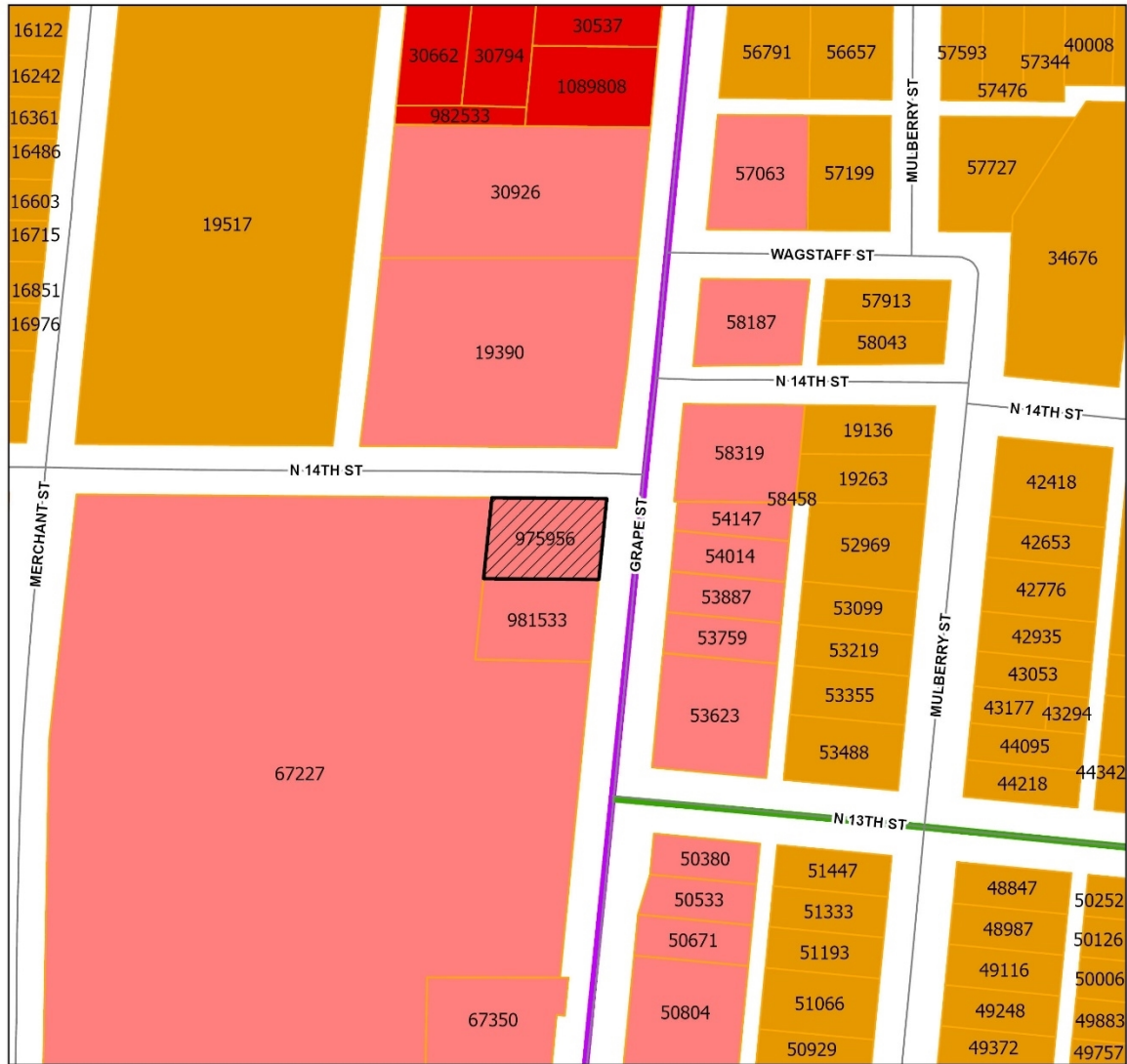
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- CUP-2024-10
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- MD (Residential - Medium Density)
- Collector
- Minor

0.03
Miles



CITY OF
ABILENE
TEXAS



USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
P Urban Garden

LEGEND

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





PROPERTY VIEWS



CITY OF
ABILENE
TEXAS



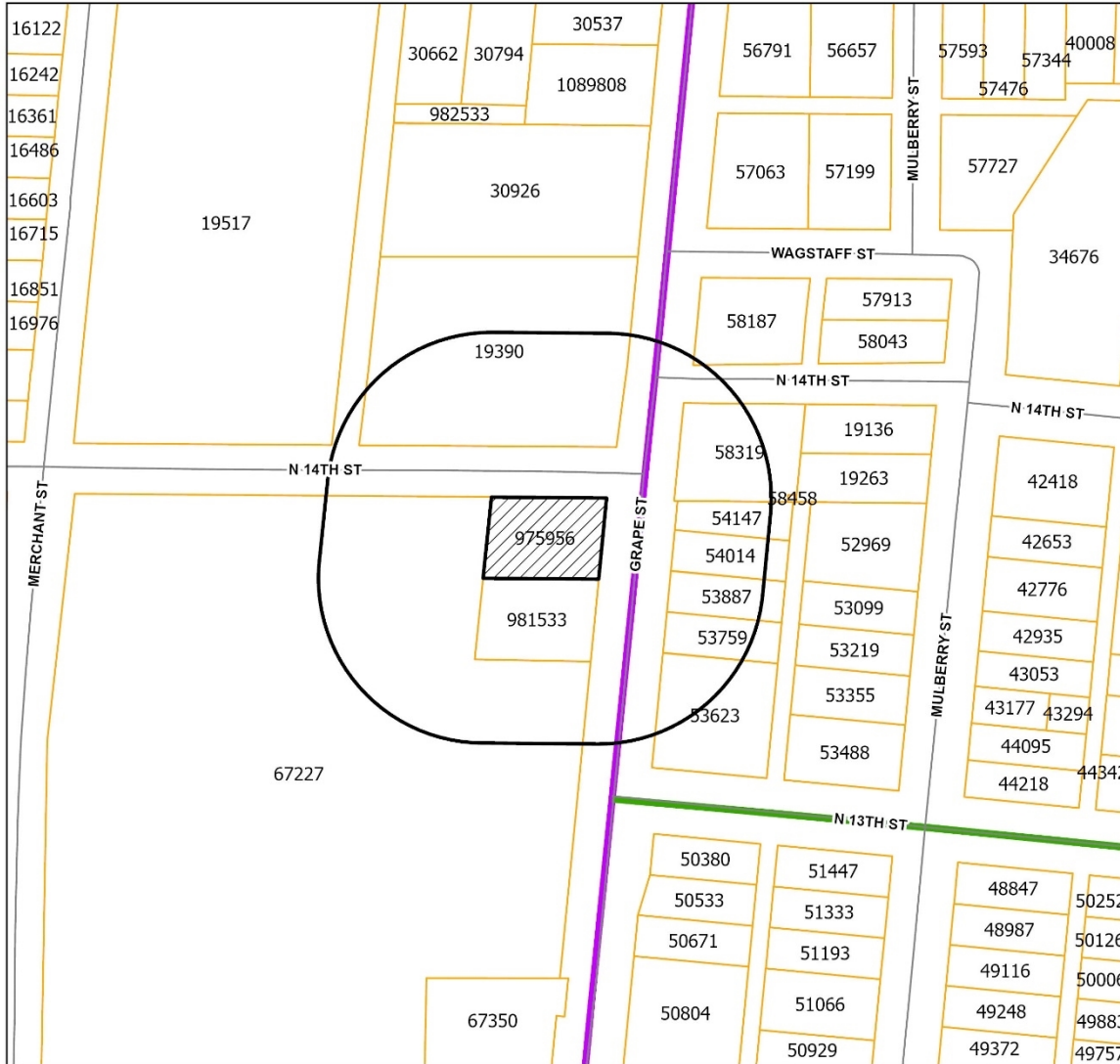
PROPERTY VIEWS



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP



Legend

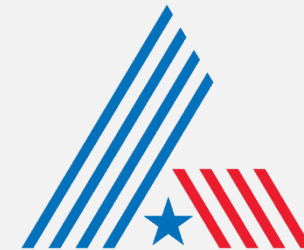
- CUP-2024-10
- Notification Area
- Courier Parcels
- Collector
- Minor

0- In Favor-

0- Opposed-

0.03

Miles



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning; or
- The Criteria for Approval in the LDC.

Planning and Zoning Commission Recommendation:

P&Z recommends **approval** of the Conditional Use Permit, subject to the following conditions:

1. A building permit must be applied for within 30 days of approval.
2. The freight container must comply with all applicable LDC requirements, as listed in the staff report.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (First Reading) Z-2024-31: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.44 Acres from Heavy Commercial (HC) to Office (O). Located at 1234, 1232, 1226 & 1218 N Treadaway Blvd. *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to change the zoning of approximately 0.45 acres from Heavy Commercial (HC) to Office (O). The applicant is proposing office zoning for private practice.

SPECIAL CONSIDERATIONS

The subject properties were annexed in 1895 within the Original Town of Abilene. The single-family residences formerly located at 1232, 1226, and 1218 North Treadaway Boulevard were all demolished in 2006 due to condemnation. A demolition permit was pulled October 2024 for the remaining house on the property and has yet to be completed. Currently, the subject properties are being re-platted into one lot.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. FINAL PLAT - DAUGHTERY'S SUBD
4. project overview
5. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 21st day of November, 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 18th day of October, 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 5th day of December, 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 5th day of December, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

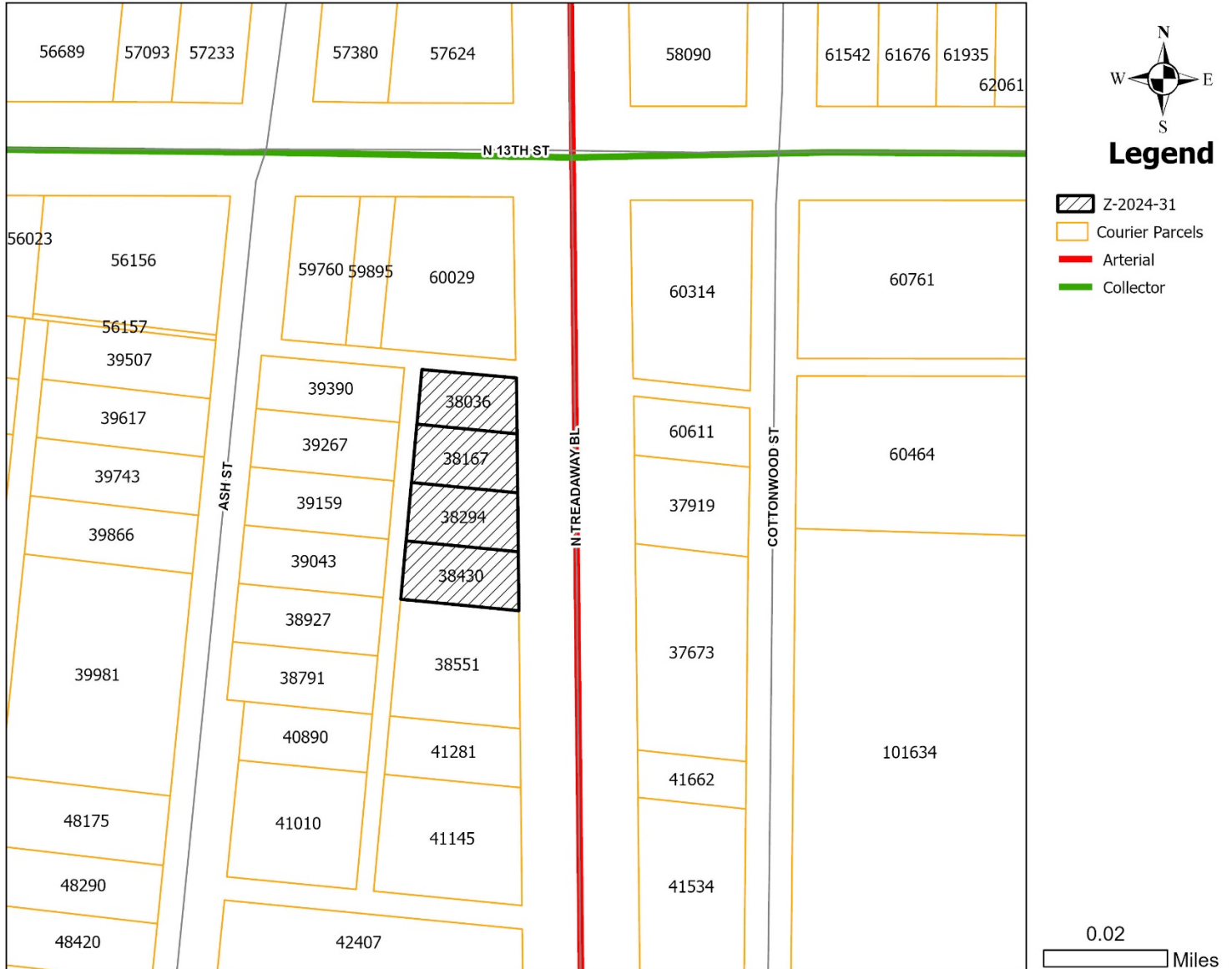
CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.45 acres from Heavy Commercial (HC) to Office (O).

Legal Description being Lots 1-4, Block 2, T W Daugherty Subdivision within Original Town Abilene, Abilene, Taylor County, Texas.

Located at 1234, 1232, 1226, and 1218 N Treadaway Blvd.



END

ZONING CASE Z-2024-31

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 5, 2024
 City Council 1st Reading: November 21, 2024
 City Council 2nd Reading: December 5, 2024

Applicant

Owner: Jessica Jacob

Case Manager

Kera Valois – Planner

Request

Change the zoning of approximately 0.45 acres from Heavy Commercial (HC) to Office (O).

Location

Located at 1234, 1232, 1226, and 1218 North Treadaway Boulevard. Legal description Lots 1-4, Block 2, T W Daugherty Subdivision within Original Town Abilene, Abilene, Taylor County, Texas.

Background

The subject properties were annexed in 1895 within the Original Town of Abilene. The single-family residences formerly located at 1232, 1226, and 1218 North Treadaway Boulevard were all demolished in 2006 due to condemnation. A demolition permit was pulled October 2024 for the remaining house on the property and has yet to be completed. Currently, the subject properties are being re-platted into one lot. The applicant is proposing office zoning for private practice.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC	Convenience Store
East	HC	Restaurant & Monument Sales
South	HC	Boot Store
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 Medium Density Residential, which is not compatible with the request. However, the Comprehensive Plan identifies this area as a Transitional Character Area which supports the request. The proposed Office zoning would serve as an appropriate transition between residential and commercial properties. The Transitional Character Area promotes varying housing, office and retail options which would be consistent

with the Comprehensive Plan and a more appropriate zoning abutting the residential properties than the current zoning.

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

The proposed zoning would be appropriate as it would be consistent with the surrounding uses. Office zoning would serve as a less intensive transition to the residential properties than the existing Heavy Commercial zoning.

(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 will be subject to a formal site plan review and any proposed utilities that may be required will be addressed during that review period.

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

None known.

P&Z Recommendation

The Planning & Zoning Commission recommends **approval**

Attachments

- 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 October 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
	41145	1138 N TREADAWAY BL	
	41010	1127 ASH ST	
ABILENE CONCEPTS IN STONE LLC	37673	1221 N TREADAWAY BL	
ABILENE CONCEPTS IN STONE LLC	41662	1131 N TREADAWAY BL	
CITY OF ABILENE	56157	1242 ASH ST	
CJAB ENTERPRISES LLC	38294	1226 N TREADAWAY BL	
CJAB ENTERPRISES LLC	38430	1218 N TREADAWAY BL	
FREYHOLTZ MICHAEL J	60314	409 N 13TH ST	
GRANT JON	59760	537 N 13TH ST	
GRAY BETTY	39866	1216 ASH ST	
GRIMES JOSEPH DANIEL	56156	609 N 13TH ST	
JACOB CRAIG & JESSICA	38167	1232 N TREADAWAY BL	
JACOB CRAIG & JESSICA	38036	1234 N TREADAWAY BL	
JGN PROPERTIES LLC	59895	533 N 13TH ST	
LEDDYS LEGACY LLC	38551	1220 N TREADAWAY BL	
LEDDYS LEGACY LLC	41281	1142 N TREADAWAY BL	

NORTH TREADAWAY AUTOMOTIVE INC	41534	1141 N TREADAWAY BL	F
NORTH TREADAWAY AUTOMOTIVE INC	41534	1125 N TREADAWAY BL	F
OLNEY LARRY D	60611	1241 N TREADAWAY BL	
OLNEY LARRY D	37919	1233 N TREADAWAY BL	
PORTLOCK WALTER	39507	1234 ASH ST	
PORTLOCK WALTER	39617	1226 ASH ST	
PORTLOCK WALTER	39743	1218 ASH ST	
RANDOLPH ELIZABETH ET AL	39390	1233 ASH ST	
RICHARDSON LUCY A	38791	1201 ASH ST	
RISE CHURCH ABILENE INC	38927	1205 ASH ST	
RISE CHURCH ABILENE INC	40890	1137 ASH ST	
RISE CHURCH ABILENE INC	39981	1142 ASH ST	
RISE CHURCH ABILENE INC	39981	1202 ASH ST	
SKINNYS INC	60029	1242 N TREADAWAY BL	
VILLARREAL DOTTY M	39043	1209 ASH ST	
VILLARREAL ROBERTO DAVID	39267	1225 ASH ST	
VILLARREAL ROBERTO DAVID	39159	1217 ASH ST	

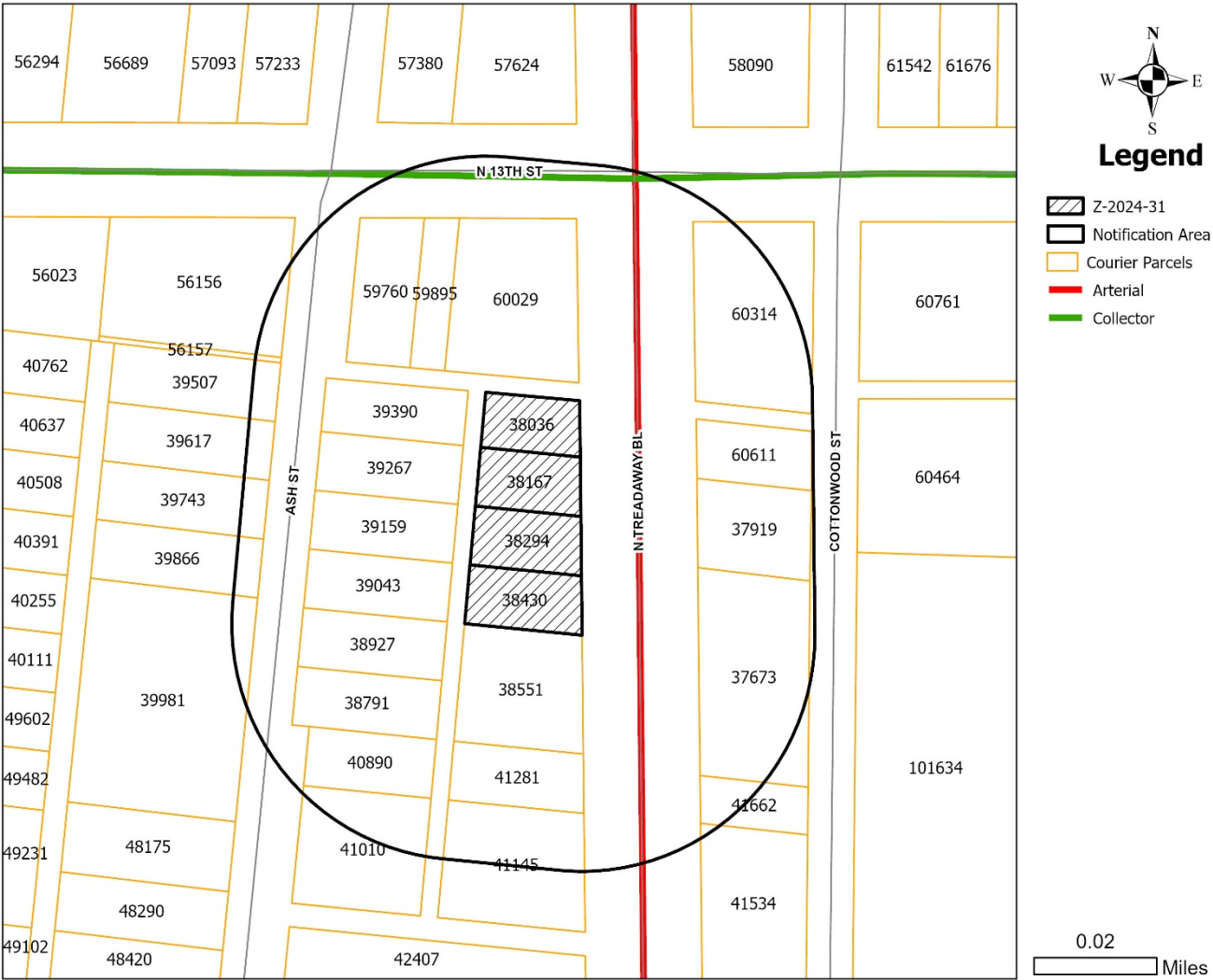
PROPERTY ID

Legend: O - Opposed, F - In Favor

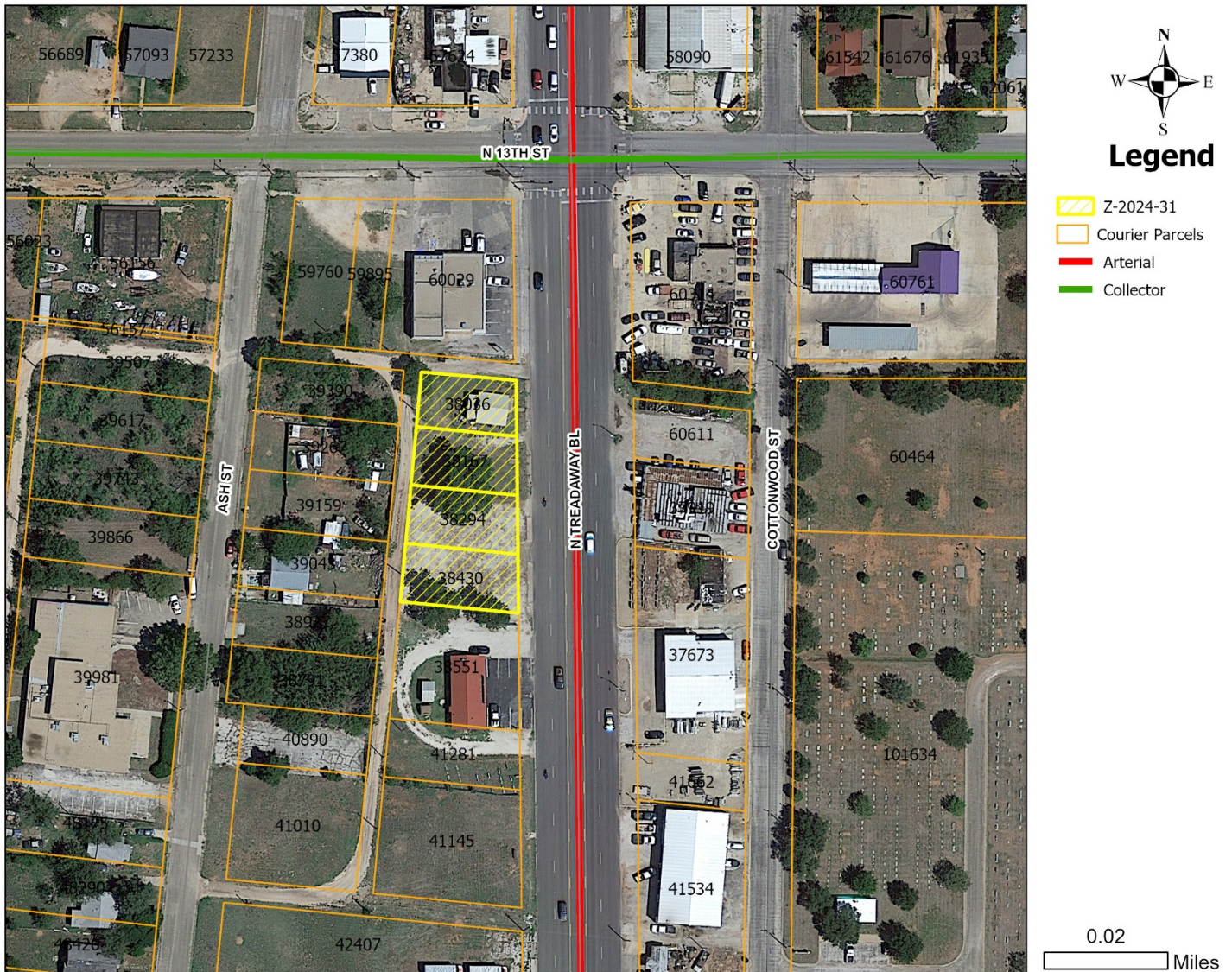
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE CONCEPTS IN STONE LLC	37673	1221 N TREADAWAY BL	
OLNEY LARRY D	37919	1233 N TREADAWAY BL	
JACOB CRAIG & JESSICA	38036	1234 N TREADAWAY BL	
JACOB CRAIG & JESSICA	38167	1232 N TREADAWAY BL	
CJAB ENTERPRISES LLC	38294	1226 N TREADAWAY BL	
CJAB ENTERPRISES LLC	38430	1218 N TREADAWAY BL	
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GRAY BETTY	39866	1216 ASH ST	
RISE CHURCH ABILENE INC	39981	1142 ASH ST	
RISE CHURCH ABILENE INC	39981	1202 ASH ST	
RISE CHURCH ABILENE INC	40890	1137 ASH ST	
	41010	1127 ASH ST	
	41145	1138 N TREADAWAY BL	
LEDDYS LEGACY LLC	41281	1142 N TREADAWAY BL	
NORTH TREADAWAY AUTOMOTIVE INC	41534	1141 N TREADAWAY BL	F
NORTH TREADAWAY AUTOMOTIVE INC	41534	1125 N TREADAWAY BL	F
ABILENE CONCEPTS IN STONE LLC	41662	1131 N TREADAWAY BL	
GRIMES JOSEPH DANIEL	56156	609 N 13TH ST	
CITY OF ABILENE	56157	1242 ASH ST	

GRANT JON	59760	537 N 13TH ST	
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OLNEY LARRY D	60611	1241 N TREADAWAY BL	

NOTIFICATION MAP

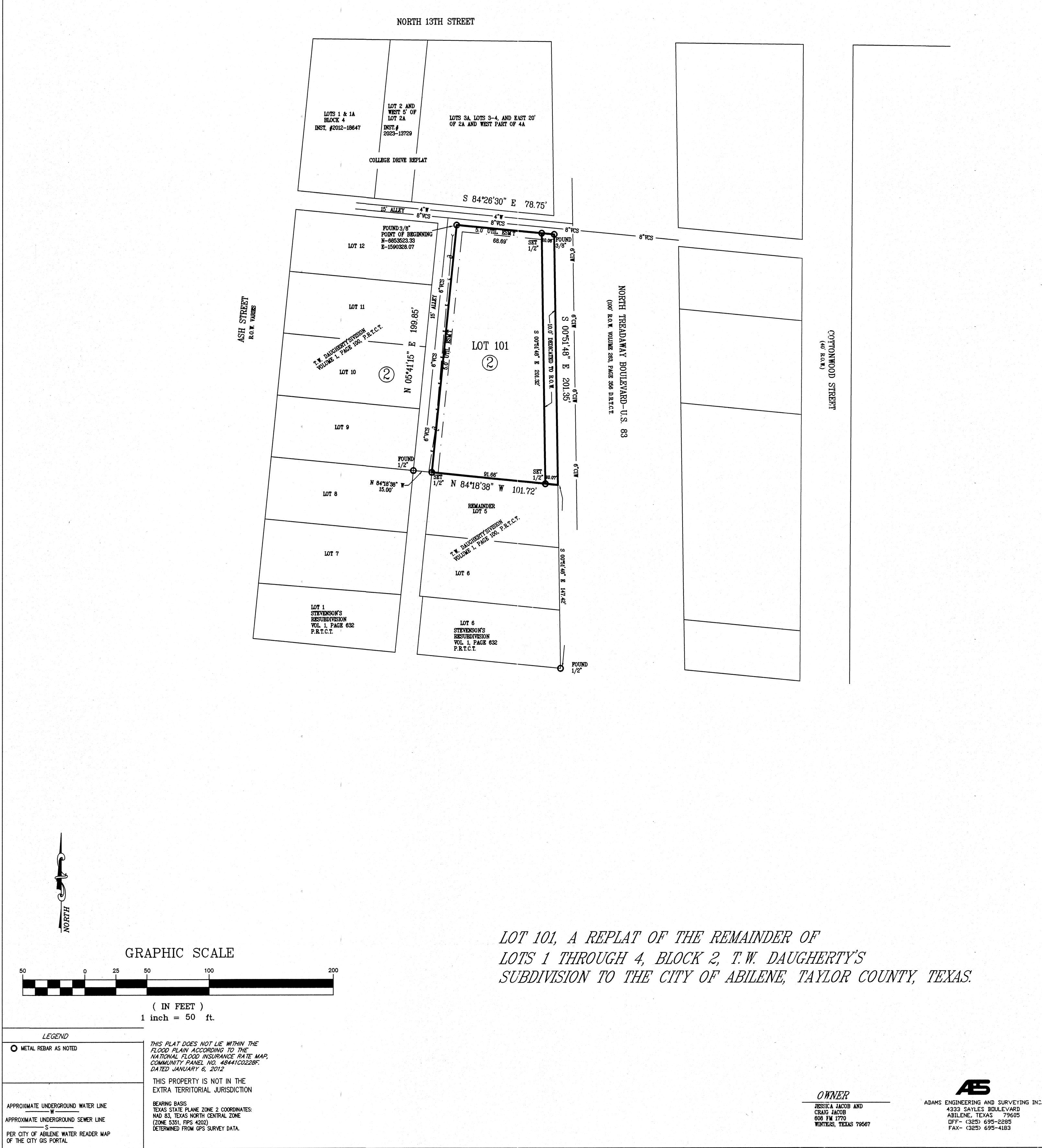


LOCATION MAP



ZONING MAP





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 OWNERS OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF LOT 101, A REPLAT OF THE REMAINDER OF LOTS 1 THROUGH 4, BLOCK 2, T.W. DAUGHERTY'S SUBDIVISION TO THE 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: Being 0.414 acres of land being a replat of the remainder of Lots 1, 2, 3, and 4, Block 2, T. W. Daugherty's Subdivision to the City of Abilene, Taylor County, Texas recorded in Volume 1, Page 100, Plat Records of Taylor County, Texas and said 0.414 acres being more particularly described as follows: BEGINNING at a found 5/8" metal rebar at the Northwest corner of said Lot 1 on the South and East line of a 15.0' alley; THENCE S84°26'30"E 78.75' along the South line of said 15.0' alley and the North line of said Lot 1 to a found 3/8" metal rebar on the West line of North Treadway Boulevard (100.0' R.O.W.); THENCE S00°51'45"E 201.35' along the West line of North Treadway to a point on the South line of said Lot 4 whence a found 1/2" metal rebar at the Southwest of Lot 6, Stevenson's Subdivision to the City of Abilene, recorded in Volume 1, Page 632, Plat Records, Taylor County, Texas bears S00°51'45"E 147.42'; THENCE N84°18'38"W along the South line of said Lot 4 at 10.07' past a set 1/4" metal rebar and continue on a distance in all of 101.72' to a set 1/2" metal rebar at the Southwest corner of said Lot 4 on the East line of a 15.0' alley whence a found 1/2" metal rebar at the Southeast corner of Lot 9, Block 2, T. W. Daugherty's Subdivision bears N84°18'38"W 15.00'; THENCE N05°41'15"E 199.85' along the East line of a 15.0' alley to the place of beginning and containing 0.414 acres of land.	
EXECUTED THIS _____ DAY OF _____ 2024 OWNER JESSICA JACOB OWNER CRAIG JACOB	
ACKNOWLEDGMENT THE STATE OF TEXAS: COUNTY OF TAYLOR BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED JESSICA JACOB AND CRAIG JACOB KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D. 2024 TAYLOR COUNTY TEXAS NOTARY PUBLIC	
GENERAL NOTES SHEET 1 OF 1 SHEETS ACREAGE 0.414 ACRES SCALE 1" = 50' SMALLEST LOT 16,000 SQ. FT. LARGEST LOT 16,000 SQ. FT. LOT WIDTH MIN 200' MAX 200' LOT DEPTH MIN 69' MAX 92' CONCRETE MONUMENTS _____ POLES _____ DOWN GUYS _____ (SYMBOL) (SYMBOL) (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 ON 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: LOT 101, A REPLAT OF THE REMAINDER OF LOTS 1 THROUGH 4, BLOCK 2, T.W. DAUGHERTY'S SUBDIVISION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS. 10-22-2024 DATE REGISTERED PROFESSIONAL LAND SURVEYOR ALVIN JOE ADAMS P.E. NO. 49263 R.P.L.S. NO. 4130	

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2024-31 HC to O
ID # 24-000214 | **Started** 09/25/2024 at 10:43 AM



Address

1234 N Treadaway Bl, Abilene, TX USA 79601

Legal

O T Abilene
1 199 T W Daugherty S1/2 3-2 Abl Ot

Description

Rezoning to office in order to build a private therapy practice on this property. Joe Adams is filing a plat to get 1226 and 1234 (both owned by me) as one lot.

PROPERTY DETAILS

Property ID	38036
GEO ID	6254
Enforcement Area	North College

PROPERTY ADDITIONAL INFORMATION

Account Number	80100039700
Property ID	6254
Flood Zone	
Land Use	Single Family Res
High School	Ahs
Middle School	Craig
Elementary School	College_heights
Super Neighborhood	North College
Lot - Acreage	0.09035628
Object ID	13884
Courier - Building Square Feet	736

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Jacob Craig & Jessica -		608 Fm 1770 Winters, TX 79567	-	Property Owner
Jessica Jacob	jjacob@beyondthebumptherapy.com 3253203872	608 FM 1770 Winters, TX 79567	-	APPLICANT
Joe Adams	joeadam1@swbell.net 3256952285	4333 Sayles Blvd Abilene, TX 79605-7244	Engineer	Contractor

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	09/25/2024 at 10:47 AM	Accept	-
Zoning Application Review	10/02/2024 at 1:00 PM	Accepted	Adam Holland
Planning Payment	10/02/2024 at 1:01 PM	Paid	Adam Holland
Create Agenda for Planning and-Zoning Commission		-	-
Staff Prepares Report & Send Property Notification Letters	-	-	-
P&Z Commission Decision	-	-	-
Appeal P&Z Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name
Jessica Jacob

Agent Name
-

Block
1200

Lot
-

Acreage
-

Legal Description of property
1 199 T W DAUGHERTY S1/2 3-2 ABL OT and LT 3 199 T W DAUGHERTY ABL S1/2 OF 3 OT

Subdivision Name
80100

Current Zoning
Heavy Commercial

Proposed Zoning
Office

Agree to Terms

Jessica Jacob

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
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No data for Invoices, Fees & Payments.

CREDENTIALS

Developer

Homeowner

Engineer

Name	Contact Info	Address	Credentials	Availability	Validity
Joe Adams	joeadam1@swbell.net (325) 695-2285	4333 Sayles Blvd Abilene, TX 79605-7244		0 days left	Off

Surveyor

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
----------------	-------------------	-------------	-----------

No data for Occupancy Type.

REVIEWS	DATE & TIME	STATUS	HISTORY
Zoning Application Review	10/02/2024 at 1:00 PM	Approved	Accepted
Create Agenda for Planning and Zoning Commission	10/02/2024 at 1:01 PM	In Review	-

INSPECTIONS	DATE & TIME	STATUS	HISTORY
-------------	-------------	--------	---------

No data for Inspections.

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
---------------------	------------	------------	-----------

No data for Generated Documents.

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
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No data for Attached Documents.

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
---------------	------------------	--------	----------------

Civil	Zoning Application Review	Not Uploaded	-
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GENERAL COMMENTS

No data for General Comments.



REZONE REQUEST

Case: Z-2024-31

Agent: Jessica Jacob

Request: Change the zoning of approximately 0.45 acres from Heavy Commercial (HC) to Office (O).

Location: Located at 1234,1232, 1226, and 1218 North Treadaway Blvd.

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: November 5, 2024

Council Hearing: November 21, 2024
December 5, 2024





AERIAL LOCATION MAP

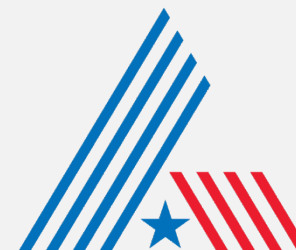


Legend

- Z-2024-31
- Courier Parcels
- Arterial
- Collector

0.02

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

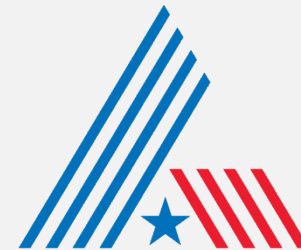


Legend

- Z-2024-31
- Courier Parcels
- HC (Heavy Commercial)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector

0.02

Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS





USES IN HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

C	Hotel/Motel
<u>ACCESSORY AND INCIDENTAL USES:</u>	
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) (<i>Defined under Liquor Store</i>)
P	Liquor Store (On Premises Consumption) (<i>Defined under Liquor Store</i>)
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





USES IN OFFICE ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- P 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:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION & EXTRACTION:

- P Petroleum or Gas Well
- P Urban Garden

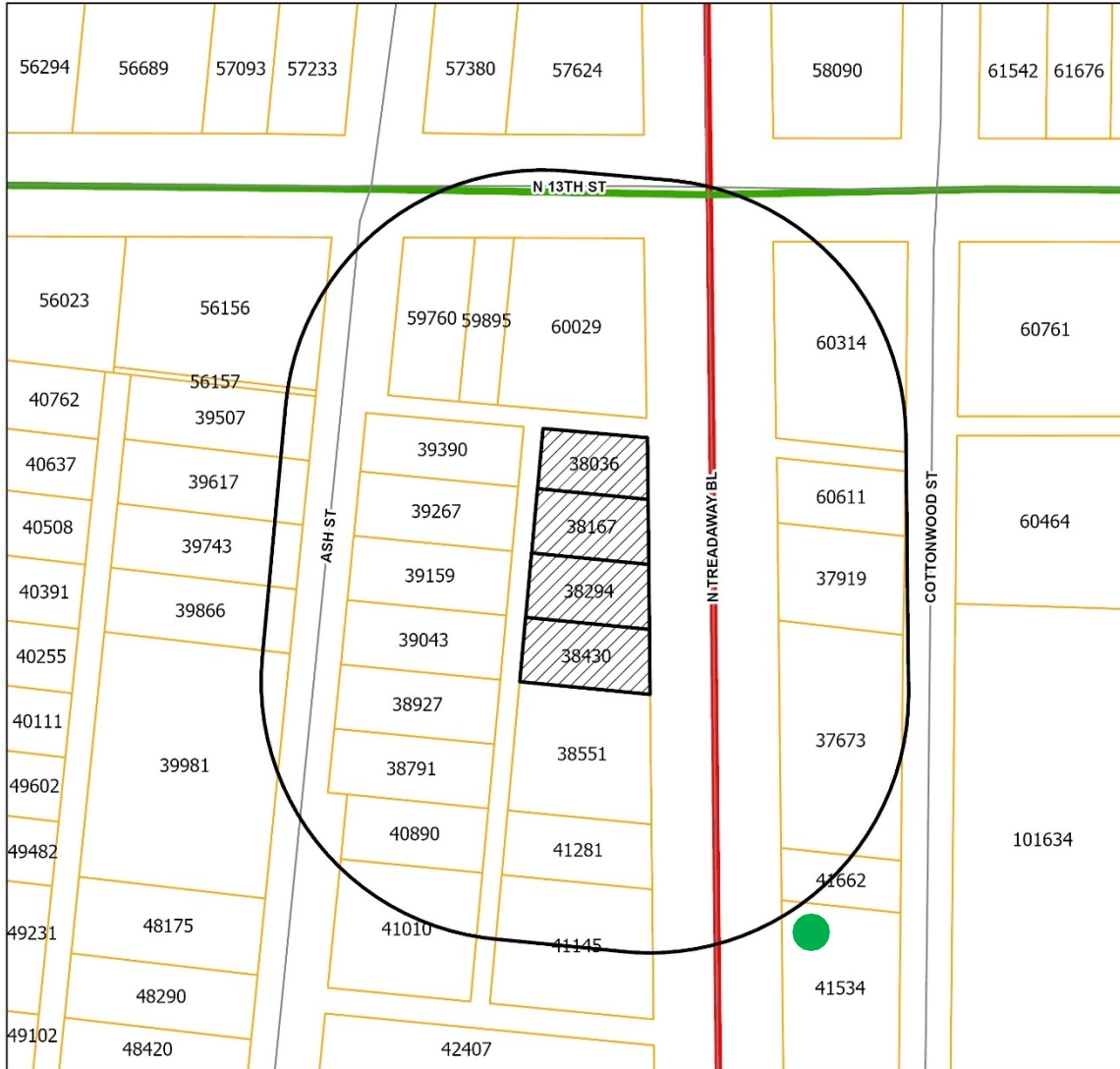
LEGEND

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





NOTIFICATION AREA MAP



Legend

- Z-2024-31
- Notification Area
- Courier Parcels
- Arterial
- Collector

1 - in Favor -

0 - in Opposition -

% OPPOSITION





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (First Reading) Z-2024-33: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Amend the Terms and Conditions of Planned Development District (PDD-181) Specifically to Add Approximately 5.9 Acres of Land Zoned Agricultural Open (AO) to be Added to Lot One to Allow Heavy Industrial Uses and Light Industrial Uses as Specified in the PDD. Located At 617 F.M. 2404. *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to change the zoning of approximately 5.9 acres from Agricultural Open (AO) to Planned Development District 181 (PDD-181). The subject property was annexed in 2024 and zoned as Agricultural Open per the LDC requirements. The owner proposes to incorporate this property into existing Planned Development district to the west (PDD-181).

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 6-0.

ATTACHMENTS:

1. New Ordinance
2. Staff Report
3. Original 181- PDD Ordinance
4. Concept Plan
5. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 21st day of November, 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 18th day of October, 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 5th day of December 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 5th day of December, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Request: Change the zoning classification of the following described land (5.9 acres), from the Agricultural Open Space (AO) district to the Planned Development District (PDD-181) and incorporated into Lot 1 Block A, Lancium Subdivision.

Location: 617 F.M. 2404, as legally described as:

BEING 5.9 acres out of a portion of 25.01 acre tract to be adsorbed into Lot 1, Block A, Lancium Subdivision. And being 5.9 acres out of a portion of a 25.01 acre tract recorded in document no. 2022-15428 Official Public Records, Taylor County, Texas, that is out of Lot 4, A.F. McDonald Subdivision recorded in Volume 22, Page 641, Deed Records, Taylor County, Texas, being more particularly described as follows:

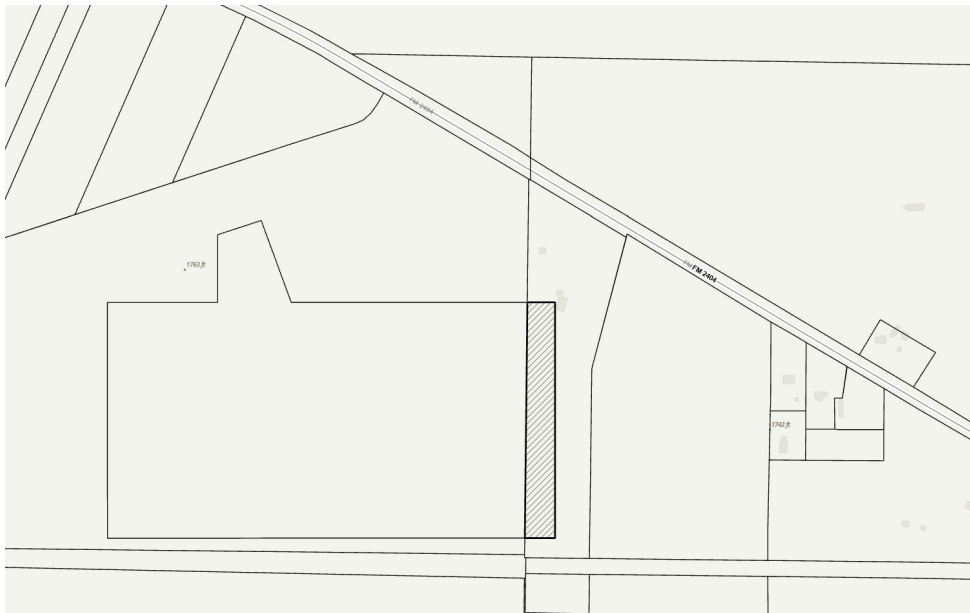
Beginning at a found ½ inch iron rod with plastic cap marked “H&T” at the northwest corner of this tract

Thence North 89 Degrees 59 Minutes 25 Seconds East a distance of 169.78 feet to a found ½ inch Iron Rod with plastic cap marked “H&T” northeast corner of this tract, where a found ½ inch iron pipe at the northeast corner of said 25.01 acre tract bears 589.92’ N46°21’43” E;

Thence South 00 Degrees 00 Minutes 35 Seconds East a distance of 1444.47 Feet to a found ½ inch iron rod with plastic cap marked “H&T” at the southeast corner of this tract, where a found ½ inch iron rod with plastic cap marked “Sheppard RPLS 3697” at the northeast corner of a .90 acre save and except tract recorded in Document No. 2019-2247, Official Public Records, Taylor County, Texas, bears 255.77’ S 53°22’04” E;

Thence South 89 Degrees 59 Minutes 25 Seconds West a Distance of 185.75 feet to a set ½ inch iron rod with plastic cap marked “H&T” at the southwest corner of this tract same being on the west boundary line of said 25.01 acre tract;

Thence North 00 Degrees 37 Minutes 26 Seconds East a Distance of 1444.56 along the west boundary line of said 25.01 acre tract to the point of beginning containing an area of 5.9 acres more or less.



ZONING CASE Z-2024-33

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 5, 2024
City Council 1st Reading: November 21, 2024
City Council 2nd Reading: December 5, 2024

Applicant

Owner: City of Abilene

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 5.9 acres from Agricultural Open (AO) to Planned Development District 181 (PDD-181).

Location

Located at 617 F.M. 2404

Background

The subject property was annexed in 2024 and zoned as Agricultural Open per the LDC requirements. The owner proposes to incorporate this property into existing Planned Development district to the west (PDD-181).

Lancium intends to incorporate the property with lot 1 of the initially approved conceptual plan to extend the Heavy Industrial uses further east.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	NA	Residential (ETJ)
East	NA	Residential (ETJ)
South	NA	Residential (ETJ)
West	PDD-181	Heavy Industrial

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) **Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

This property has been platted. New utility connections are being constructed in the area in accordance with the LDC to serve the property.

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

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Attachments

- PowerPoint Presentation
- Concept Plan

Notification

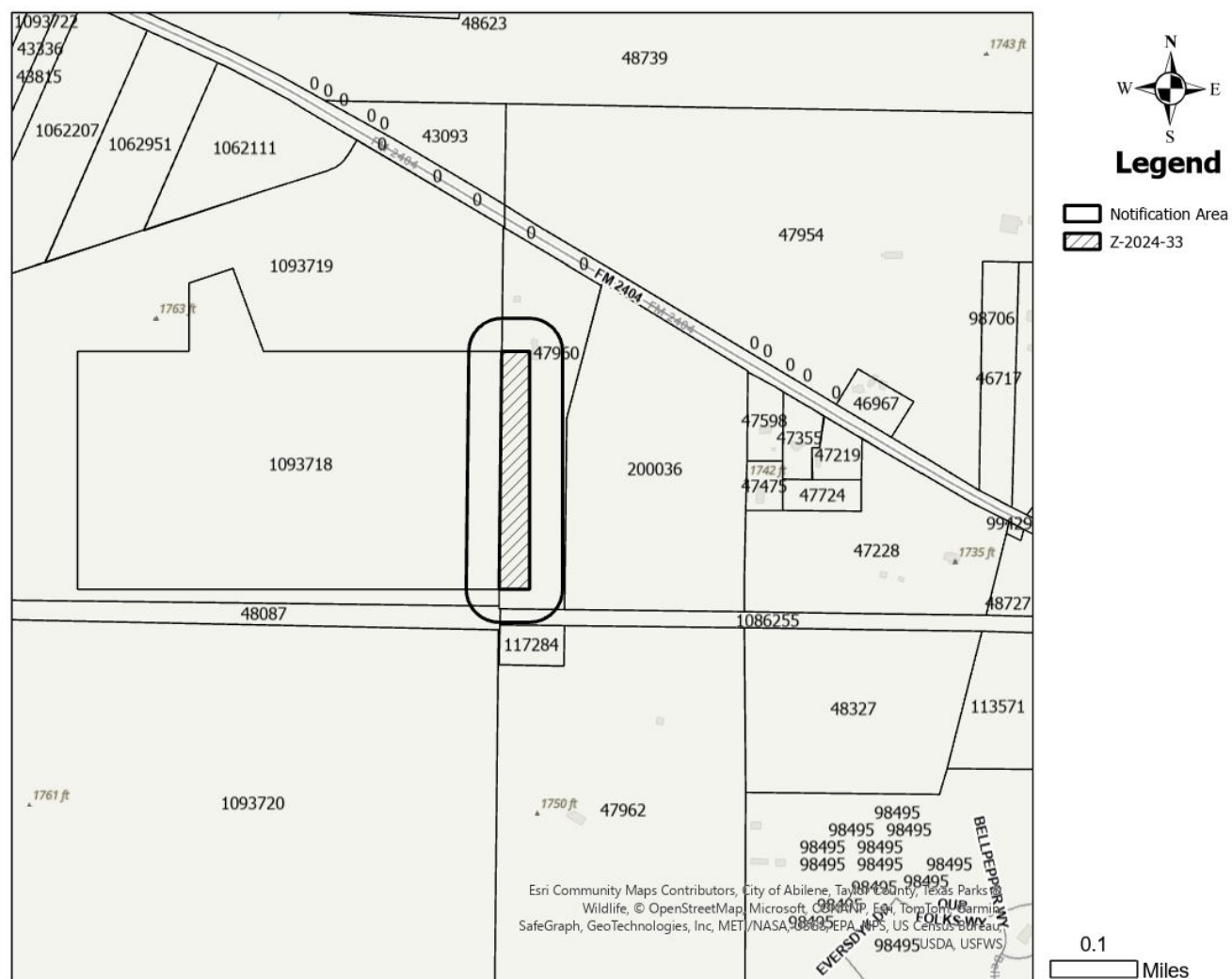
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on October 16, 2024, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

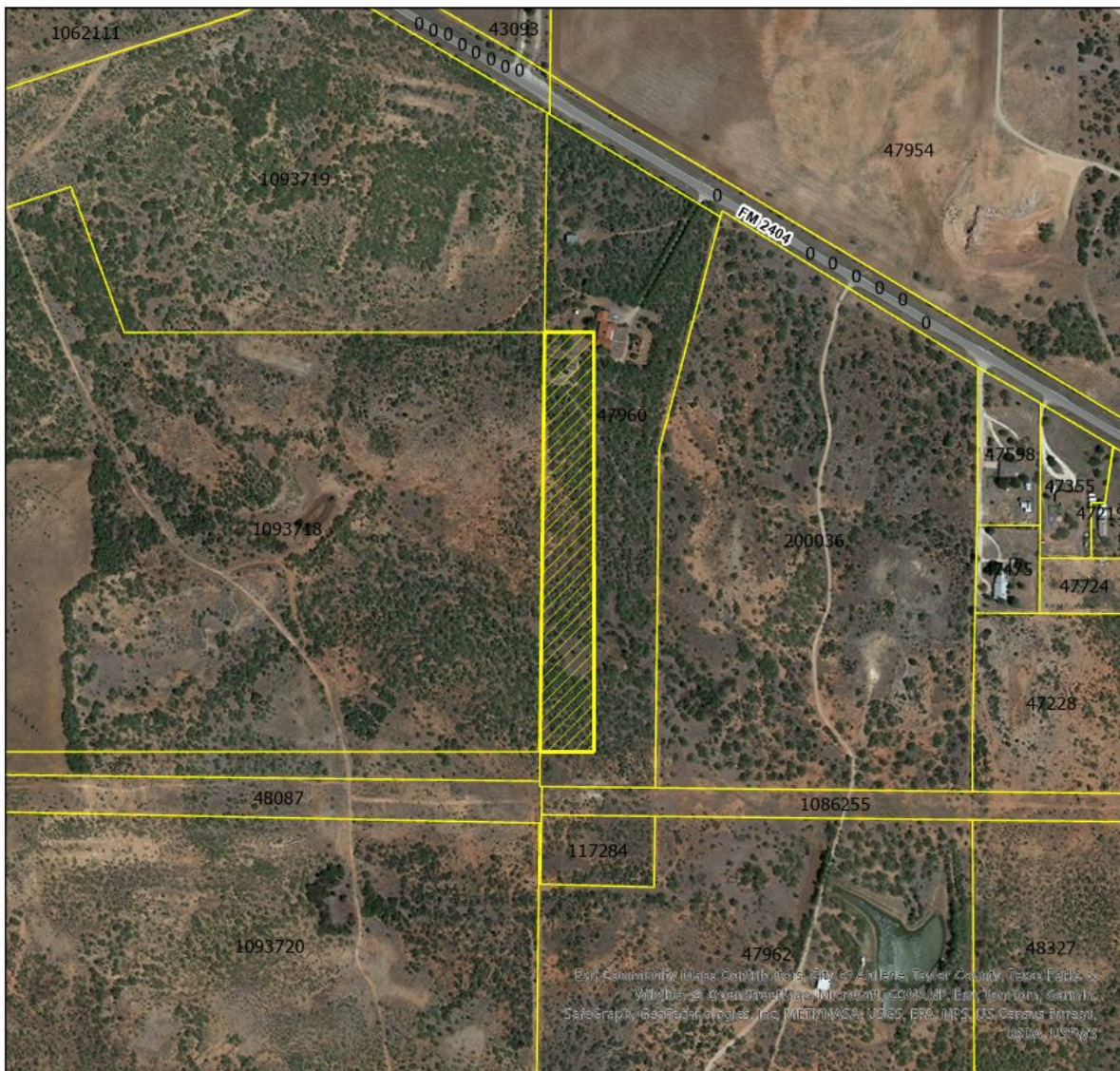
Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ROLLING PLAINS EV STATIONS LLC		47960	
WEST TEXAS UTILITIES CO		1086255	

NOTIFICATION MAP



LOCATION MAP



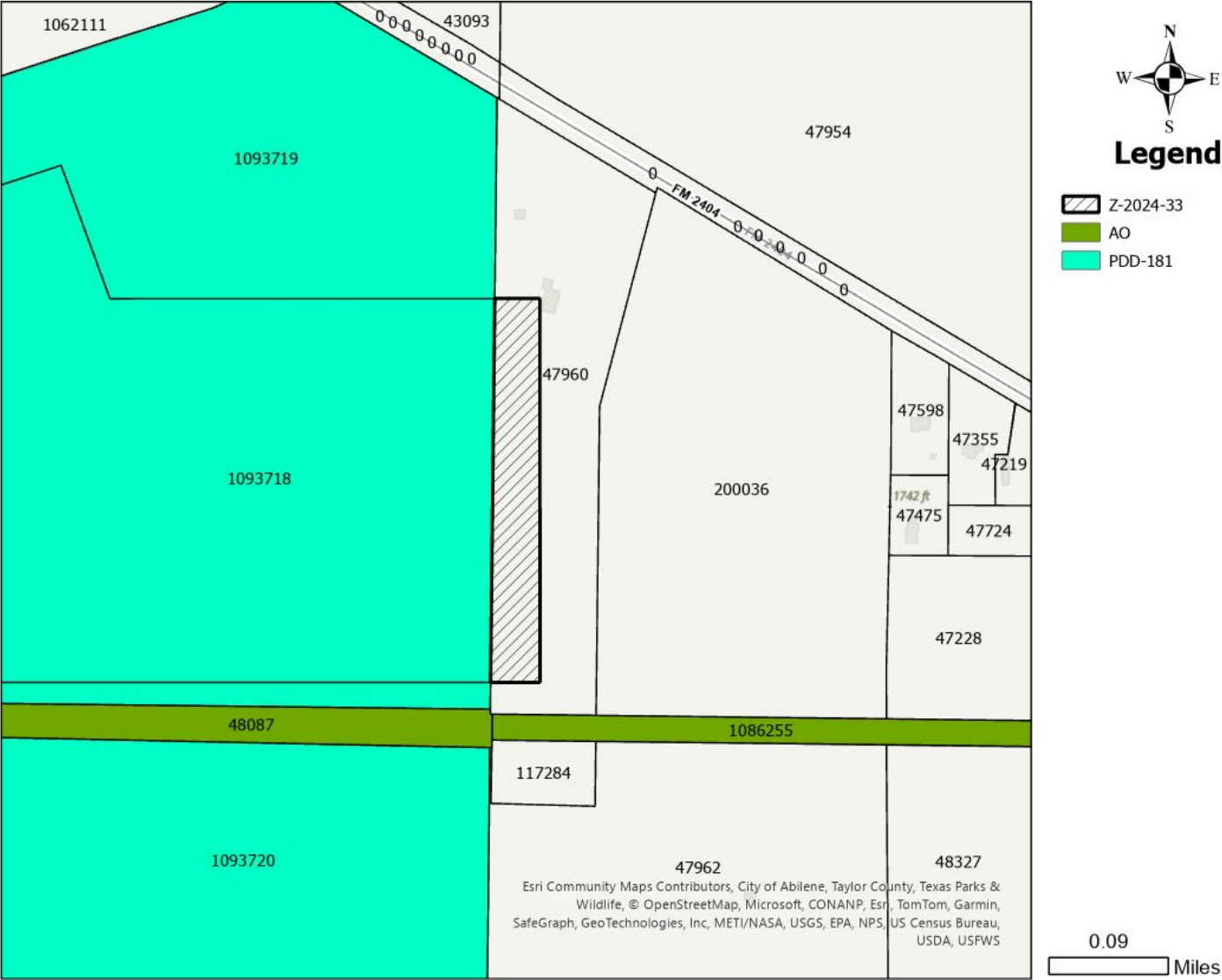
Legend

 Z-20204-33

0.09

Miles

ZONING MAP



ORDINANCE NO. 25-2023

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 27th day of April, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of March, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11th day of May 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11th day of May, 2023.

ATTEST:


CITY SECRETARY


MAYOR

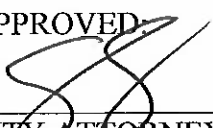
APPROVED:

CITY ATTORNEY

EXHIBIT A

Request: Change the zoning classification of the following described land, from the Agricultural Open Space (AO) district to the Planned Development District (PDD-181). The property shaded blue in the below map comprises the extent of PDD-181. The property shaded green on the map is not a part of PDD-181 and will continue to be zoned Agricultural Open (AO).

Location: 5502 Spinks Road, as legally described as:

285.90 acres out of Section 53 and 54, Block 16, T.&P. RR. Company Surveys, Taylor County, Texas; and 191.18 acres of Section 55, Block 16, T & P RR. Company Surveys, Taylor County, Texas; and 305.95 Acres of Section 24, W. W. Sills Survey, Taylor County, Texas.

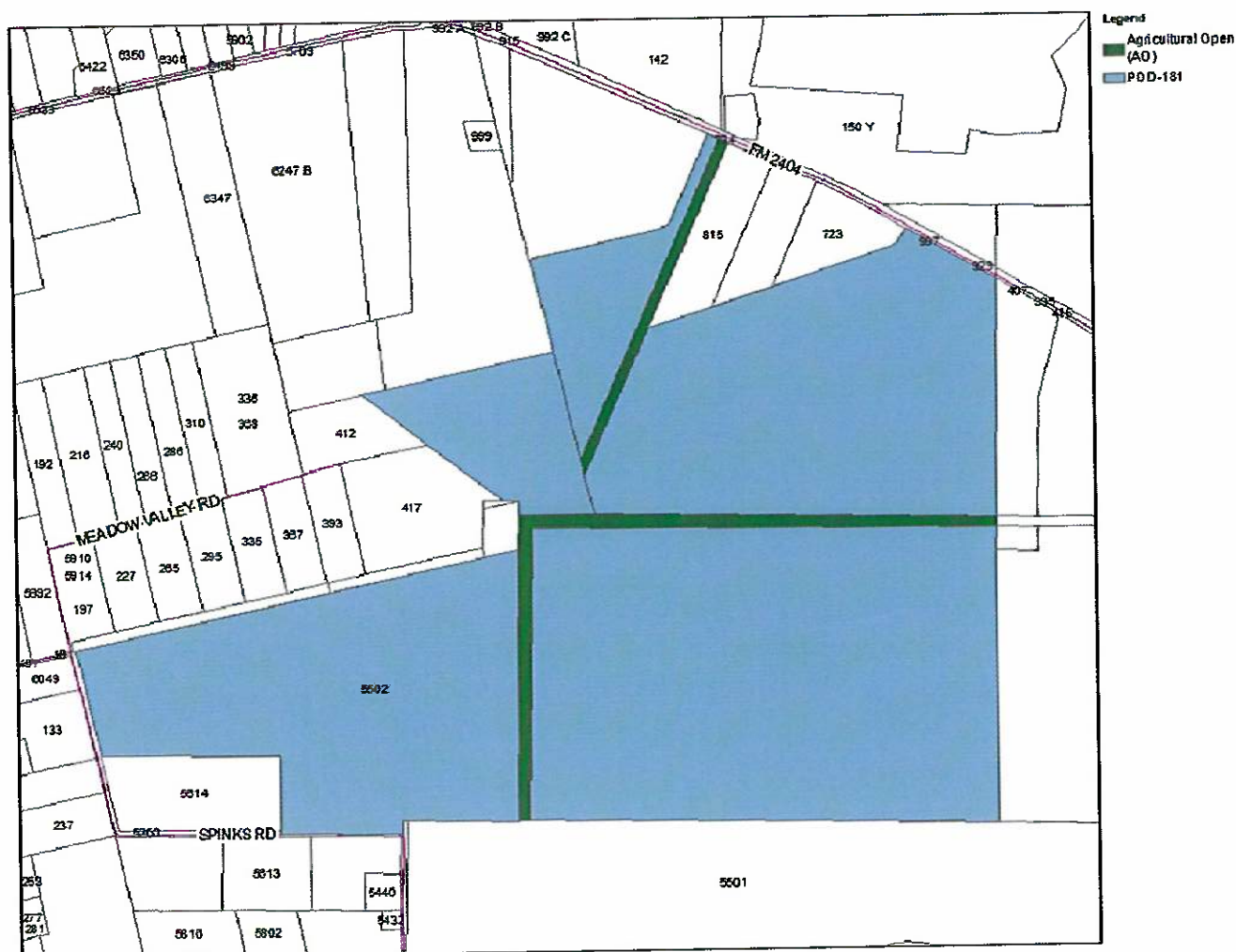


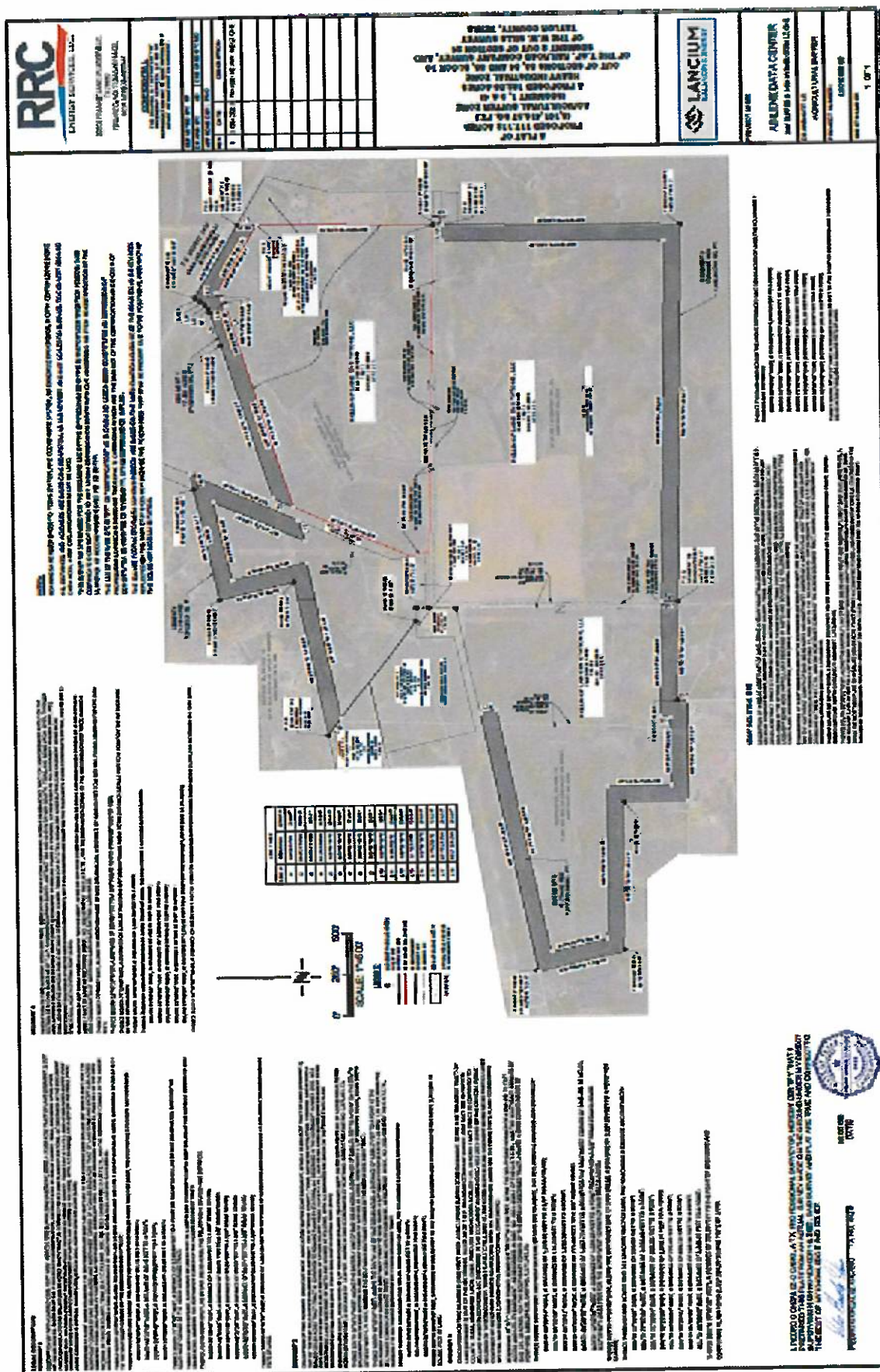
EXHIBIT B CONCEPT PLAN

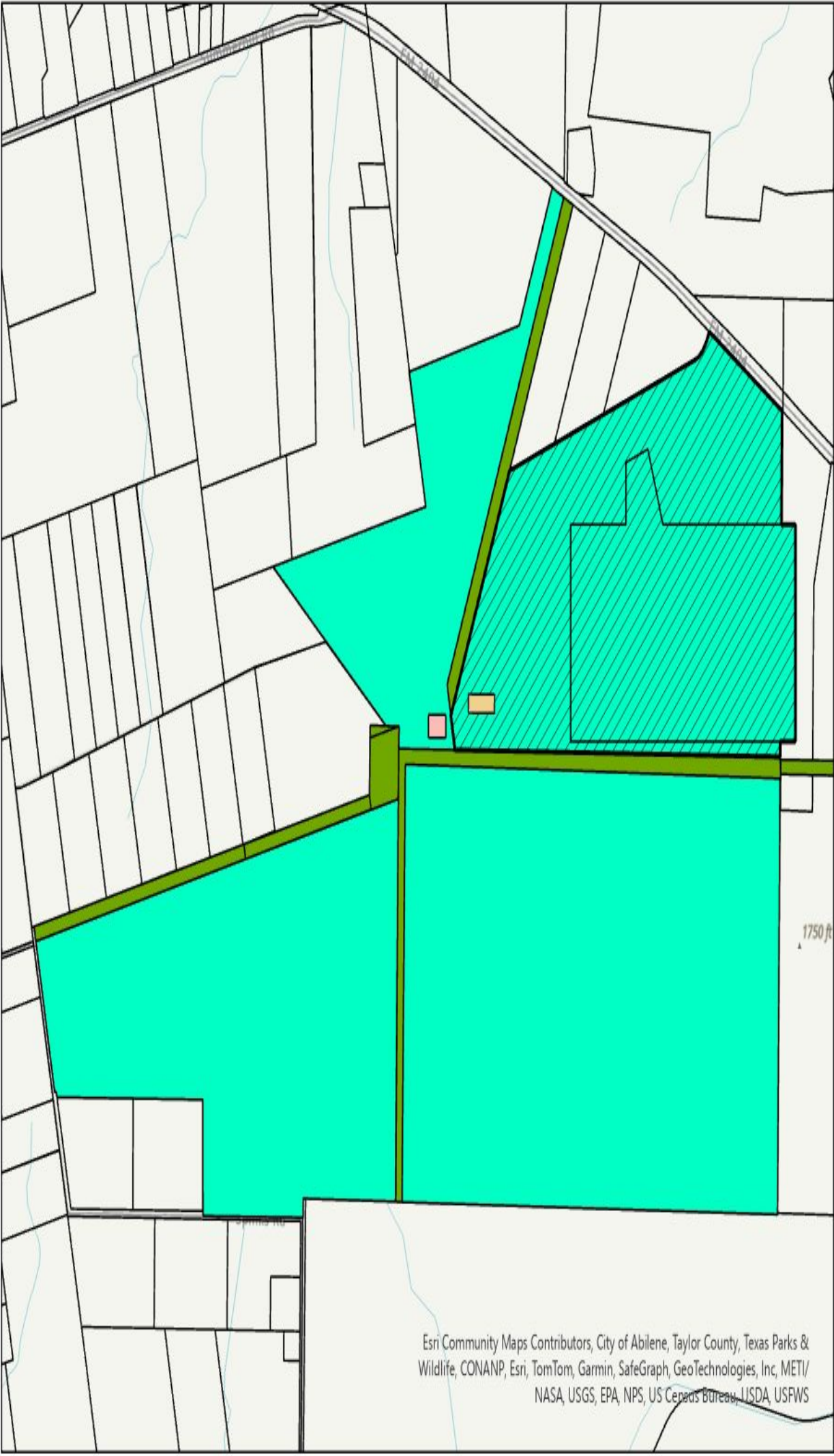


EXHIBIT C

Proposed Base Zoning District, Land Uses, and Development Standards

1. PDD-181 shall be developed in accordance with the Concept Plan (**Exhibit B**).
2. The base zoning district of PDD-181 shall be Light Industrial (LI).
3. The following Light Industrial uses shall be permitted by right at any location in PDD-181:
 - a. Data Center: High Performance Computing;
 - b. Data Center: Bitcoin Mining;
 - c. Operation and Maintenance Facilities;
 - d. Electric Vehicle Charging Station;
 - e. Solar Panel Array (green energy production);
 - f. Corporate Park (light industrial/office);
 - g. Warehousing;
 - h. Cold Storage;
 - i. Light Manufacturing;
 - j. Electric Substation; and
 - k. Corporate Headquarters (office).
4. The following Heavy Industrial (HI) uses shall be permitted by right on Lot 1:
 - a. Green Ammonia Production, Storage, and Loading Terminal;
 - b. Direct Air Capture (CO², carbon dioxide); and
 - c. Hydrogen Production, Storage, Loading Terminal.
5. The land area that comprises Lot 1 shall be the area highlighted in grey as shown in **Exhibit B**.
6. The 200-foot buffer designated on **Exhibit D** shall be maintained as open space, with all existing vegetation being maintained. Additional landscaping may also be installed as necessary.
7. The land area that comprises the 200-foot buffer area shall be the area as shown in **Exhibit D**.
8. PDD-181 shall be subject to all of the development standards that pertain to the LI zoning district.





Legend

- Heavy Industrial Use
- To remain AO
- PDD-181

Substations

- 200MW
- Future 1000 MW

Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

0.2

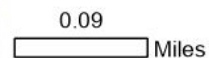
Miles



REZONE REQUEST

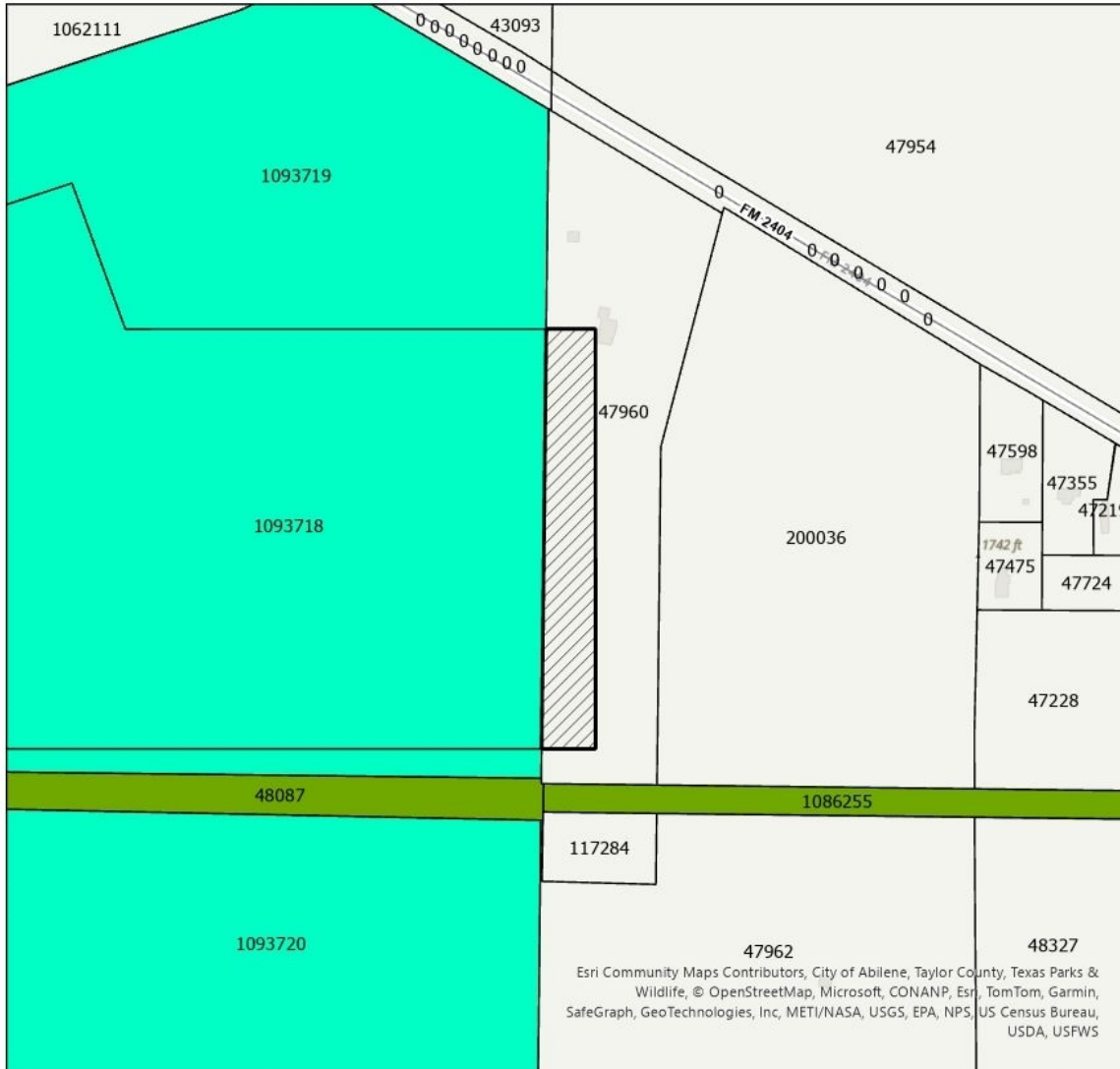
Case:	Z-2024-33
Owner:	Rolling Plains EV Stations, LLC
Requests:	Change the zoning of approximately 5.9 acres from Agricultural Open to Planned Development District (PDD-181).
Location:	617 F.M. 2404
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	November 5, 2024
Council Hearing:	November 21, 2024 December 5, 2024







ZONING MAP



Legend

- Z-2024-33
- AO
- PDD-181

0.09

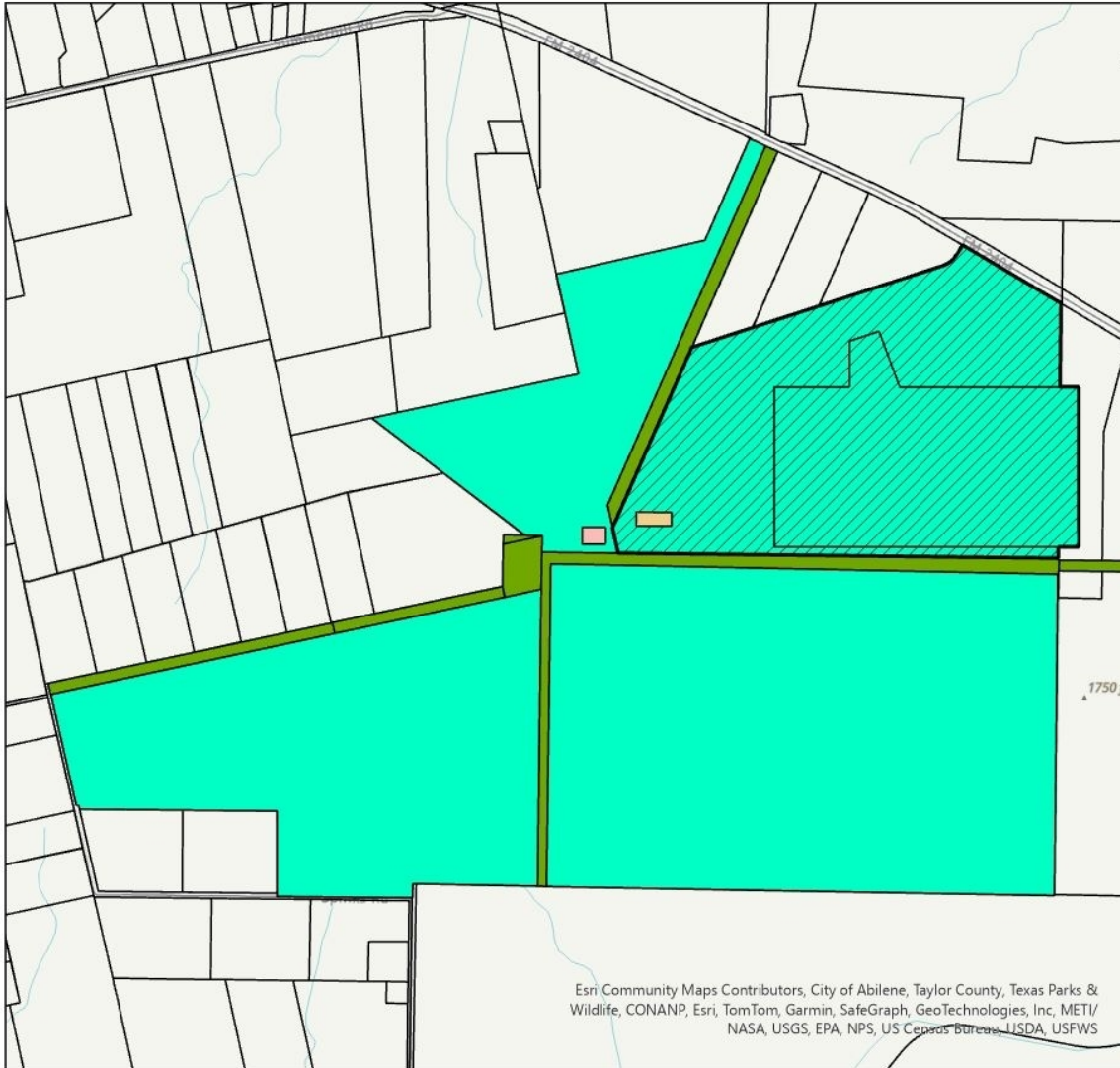
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CITY OF
ABILENE
TEXAS



CONCEPT PLAN



Legend

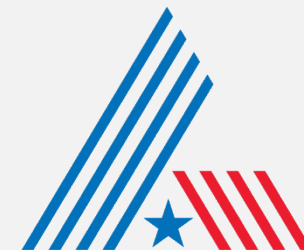
- Heavy Industrial Use
- To remain AO
- PDD-181

Substations

- 200MW
- Future 1000 MW

0.2

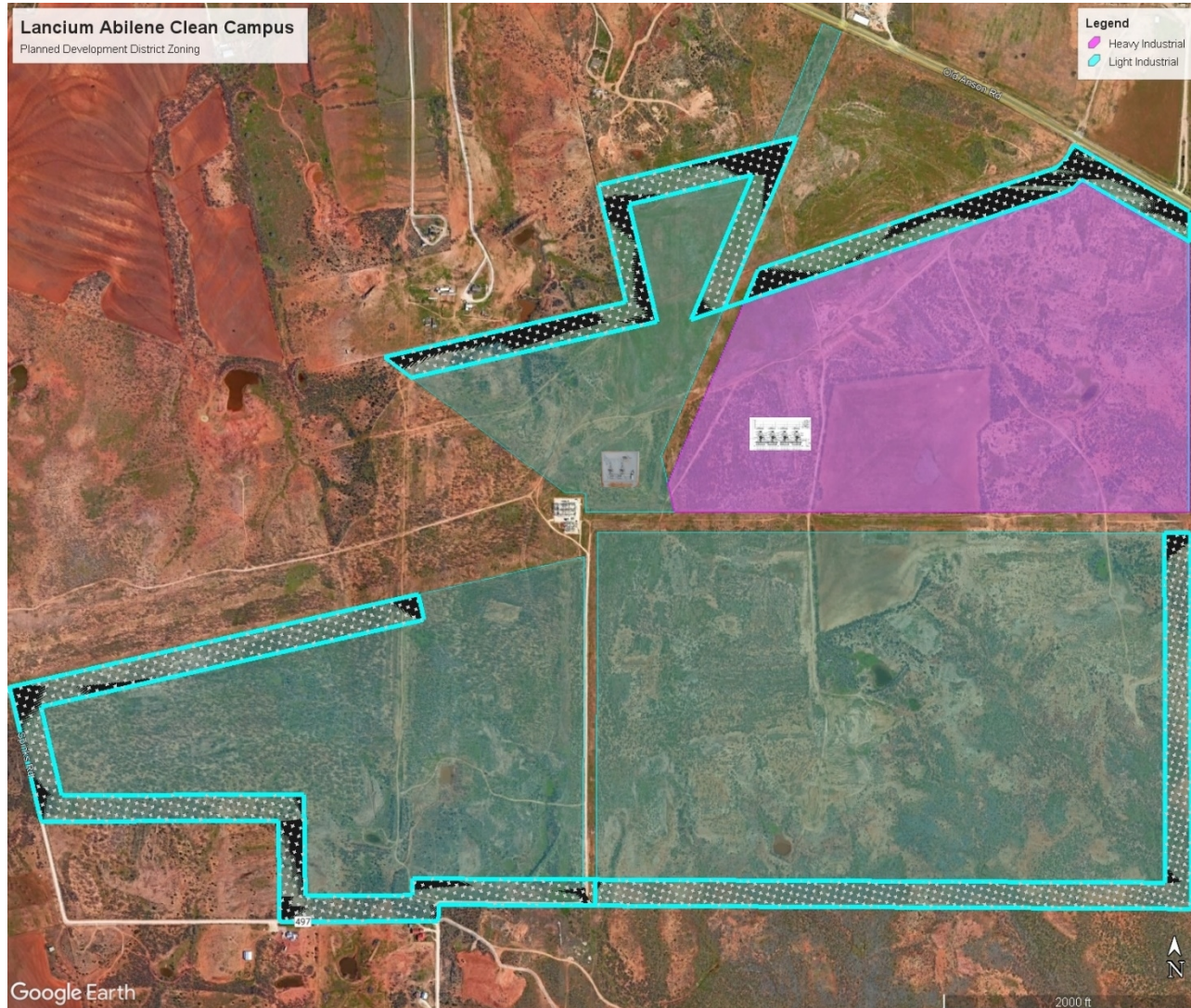
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CITY OF
ABILENE
TEXAS



200-FOOT BUFFER PLAN





PROPERTY VIEWS

North neighboring
property



North neighboring
property



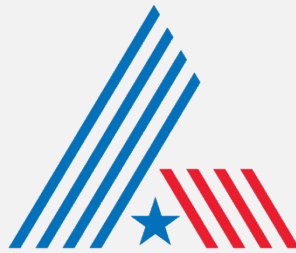
North neighboring
property



West neighboring
property



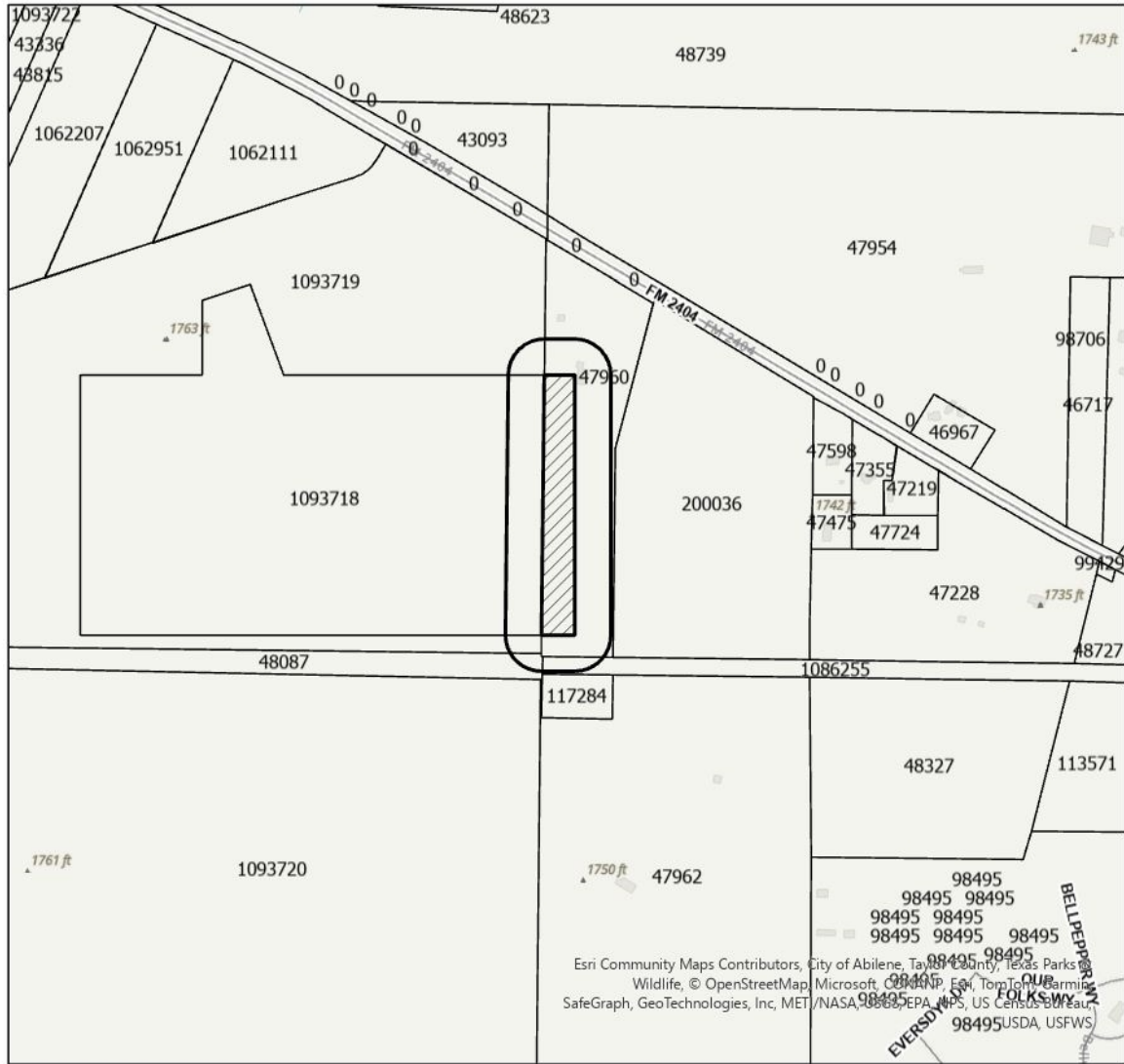
Subject property



CITY OF
ABILENE
TEXAS



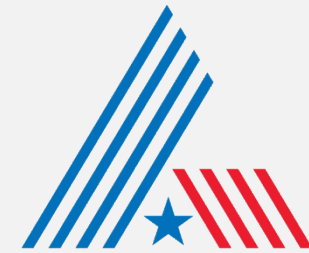
NOTIFICATION AREA MAP



Legend

- Notification Area
- Z-2024-33

- 0- In Favor- ●
- 0- Opposed- ●



**CITY OF
ABILENE
TEXAS**

0.1
Miles

Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks
Wildlife, © OpenStreetMap contributors, Microsoft, © Mapbox, Esri, TomTom, Garmin,
SafeGraph, GeoTechnologies, Inc, MET/NASA, NOAA, EPA, USPS, US Census Bureau,
USDA, USFWS



FINDINGS AND RECOMMENDATION

The request is consistent with:

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

P&Z Recommendation: Approval





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Thornton Homes for 5533, 5525, 5517, 5509, 5501, 5547, 5549 N 10th St and 2725 Roberts St. (Tim Littlejohn)

GENERAL INFORMATION

Economic development agreement with Thornton Homes for 5533, 5525, 5517, 5509, 5501, 5547, 5549 N 10th St and 2725 Roberts St. for new-build single family residences as part of the RebuildAbi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Thornton RESOLUTION NO

2. Exhibit A plans_Thornton_Nov 2024
3. Thornton Custom Homes New Construction Ch 380 agreement_2725 Roberts
4. Thornton Custom Homes New Construction Ch 380 agreement_5449 N10th
5. Thornton Custom Homes New Construction Ch 380 agreement_5457 N10th
6. Thornton Custom Homes New Construction Ch 380 agreement_5501 N 10th
7. Thornton Custom Homes New Construction Ch 380 agreement_5509 N 10th
8. Thornton Custom Homes New Construction Ch 380 agreement_5517 N10th
9. Thornton Custom Homes New Construction Ch 380 agreement_5525 N 10th
10. Thornton Custom Homes New Construction Ch 380 agreement_5533 N10th
11. City Council Presentation Thornton Homes

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND THORNTON HOMES REGARDING 5533 N 10TH St, 5525 N 10TH St, 5517 N 10TH St., 5509 N 10TH St., 5501 N 10TH St., 5457 N 10TH St., 5549 N 10TH St., and 2725 Roberts St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 21st day of November, 2024, by and between Thornton Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 5533 N 10th St, 5525 N 10th St, 5517 N 10th St, 5509 N 10th St, 5501 N 10th St, 5457 N 10th St, and 2725 Roberts St in Abilene, Taylor County, Texas (the “Project Areas”); and

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

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

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

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

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

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

ADOPTED on the 21st day of November, 2024.

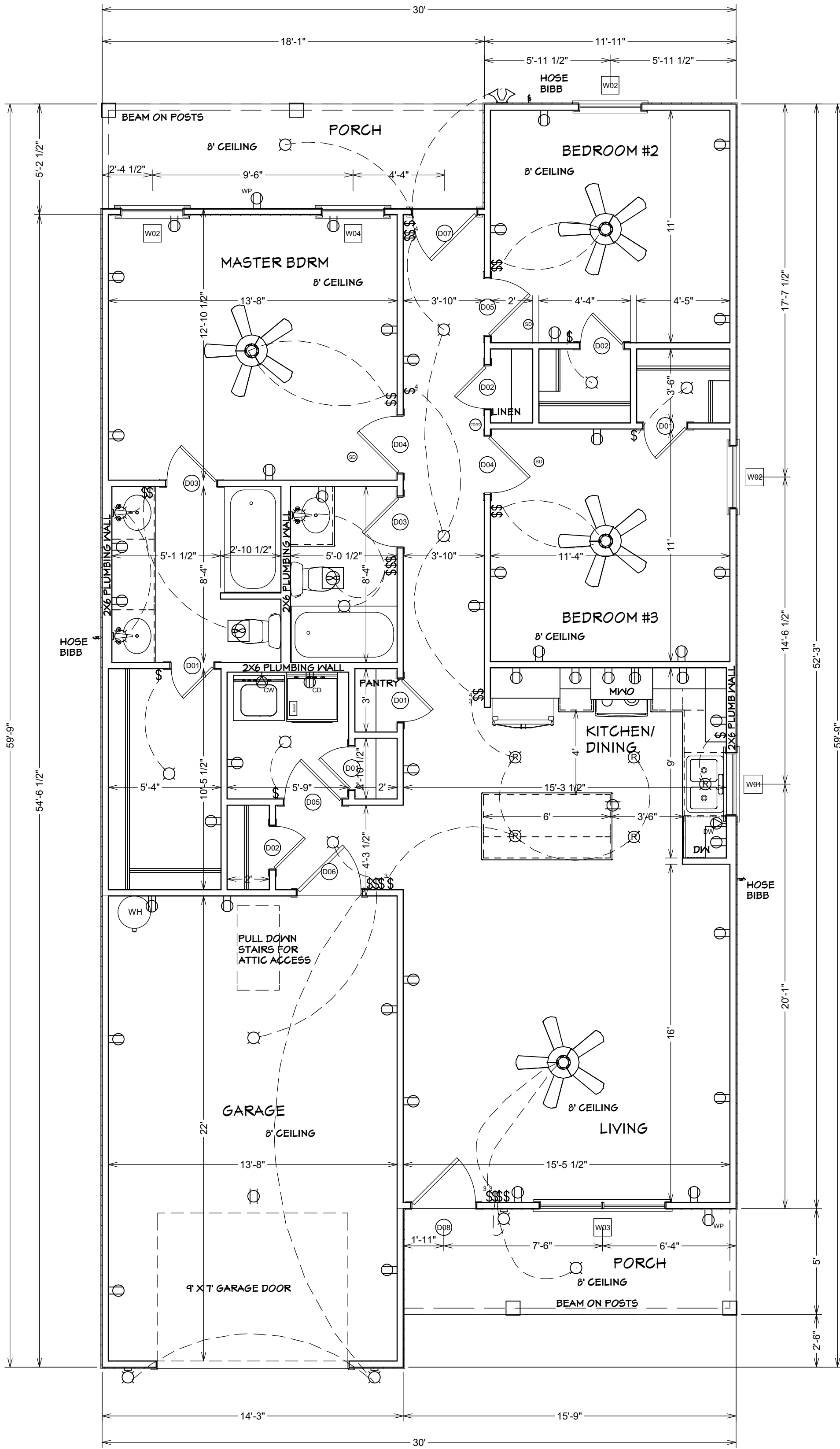
ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



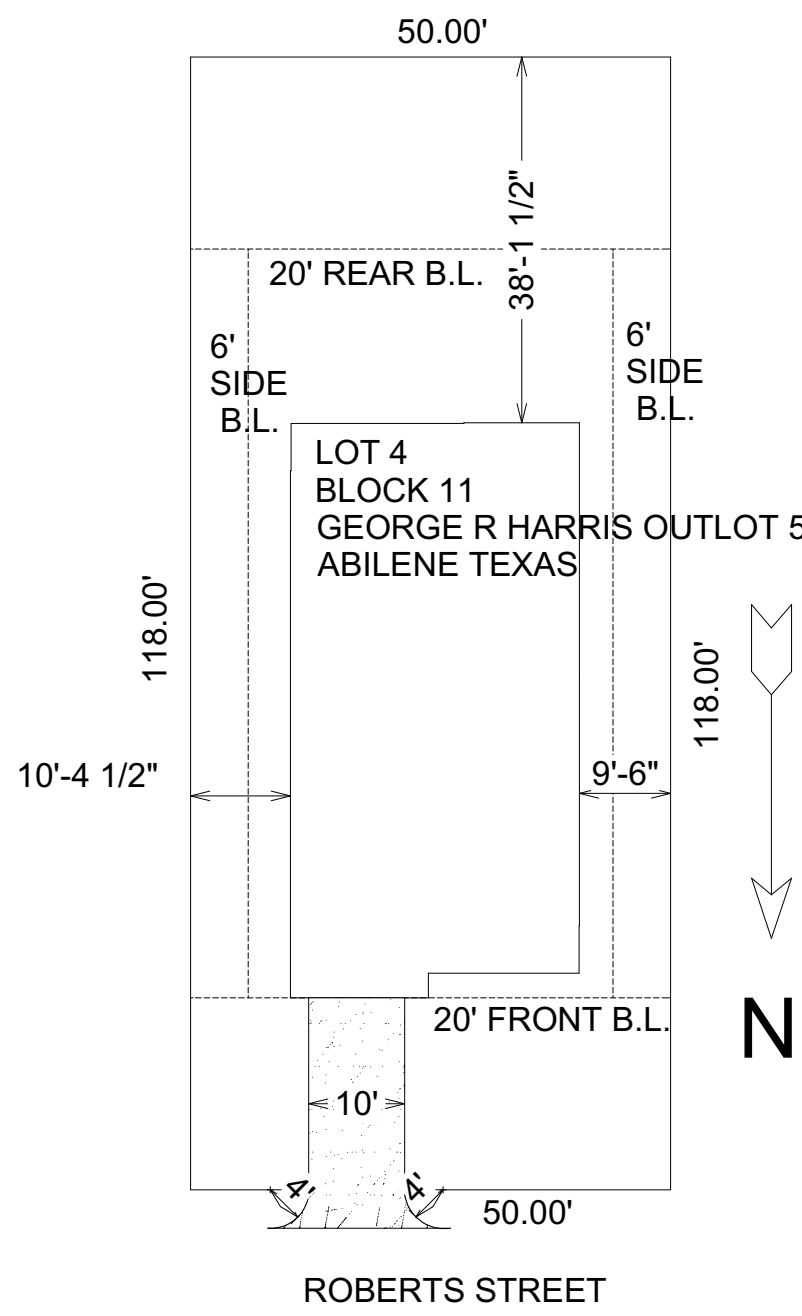
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L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

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

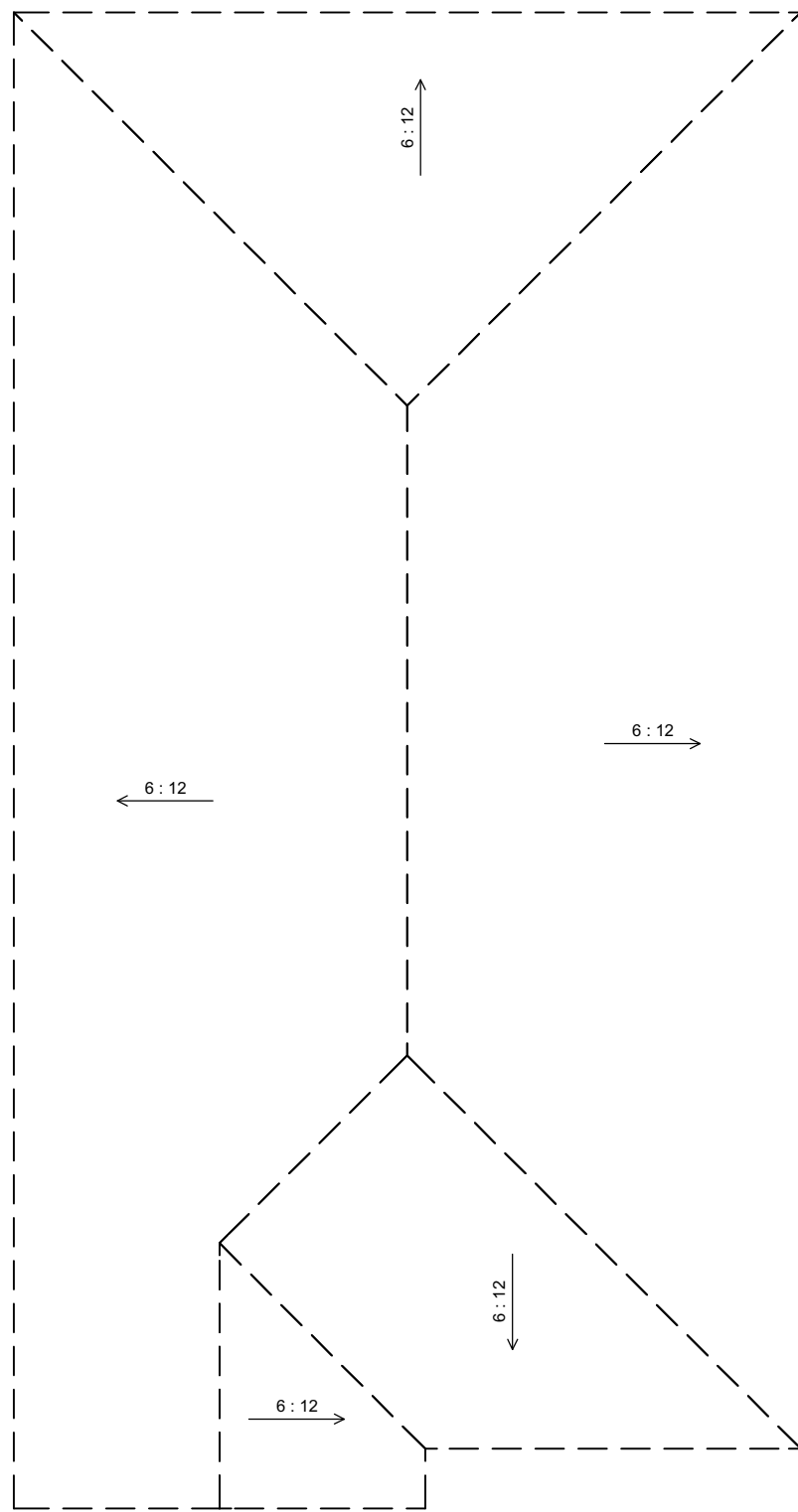
- NOTES:
1. ALL 8' PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

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

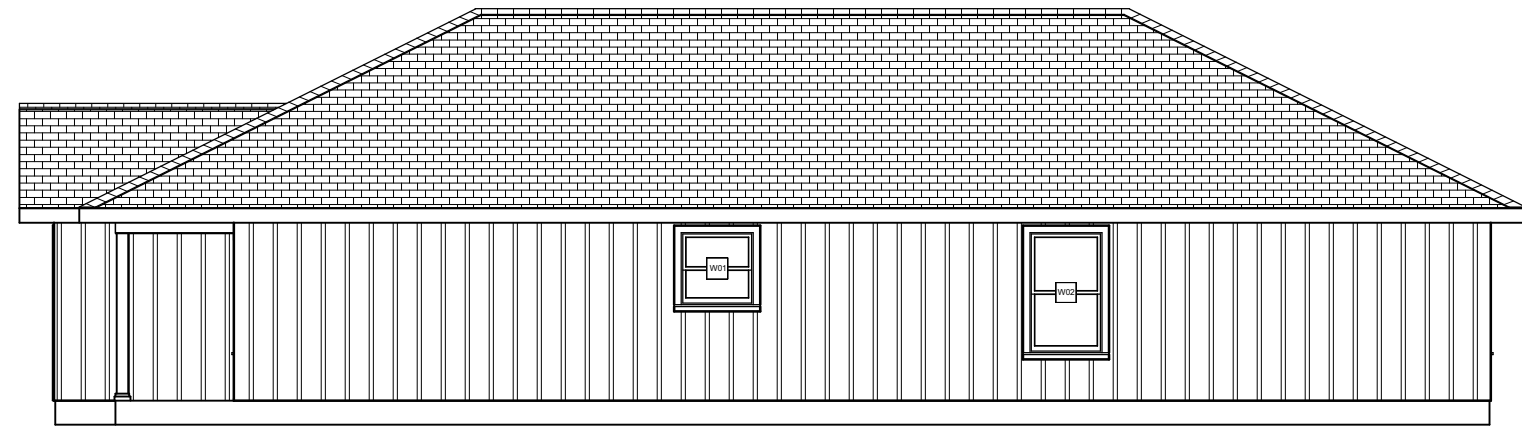
FLOOR PLAN 1/4 in = 1 ft



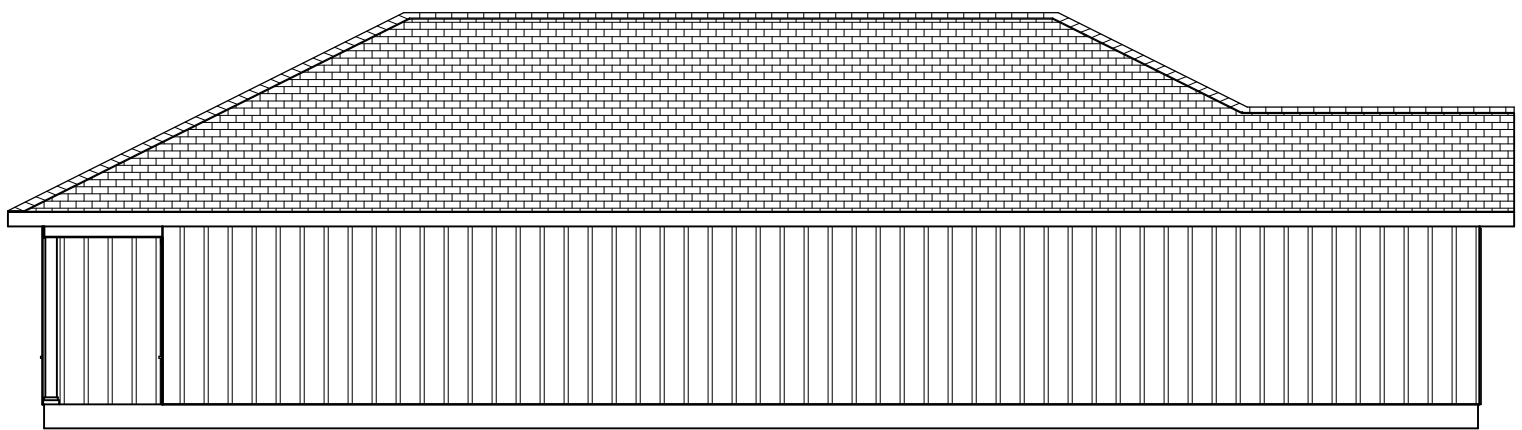
plot 1 in = 20 ft



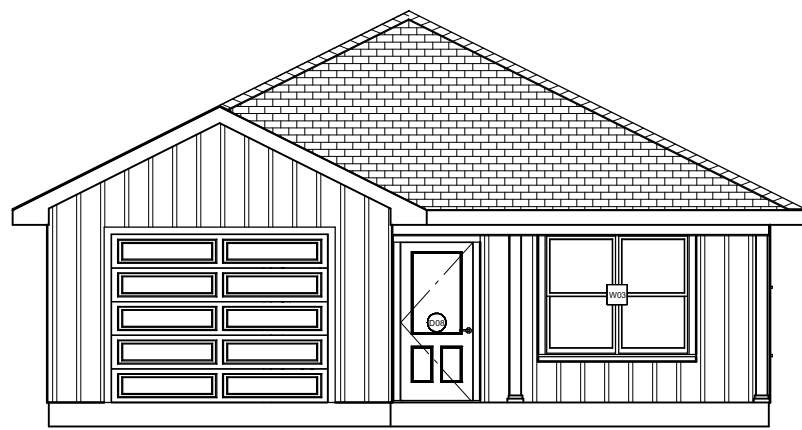
ROOF PLAN 1/8 in = 1 ft



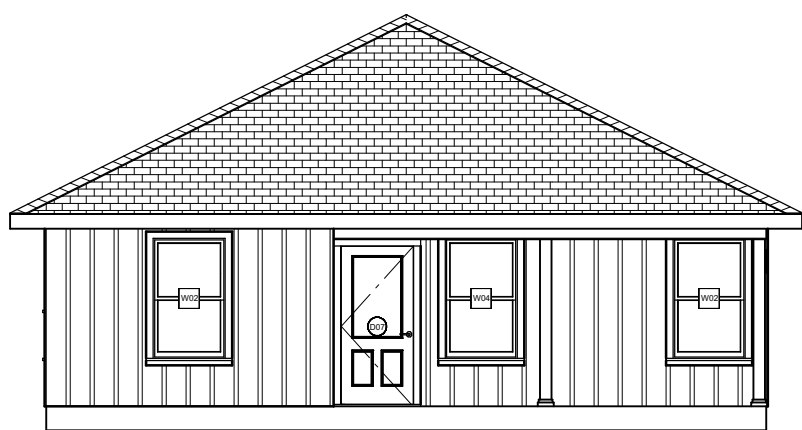
RIGHT ELEVATION



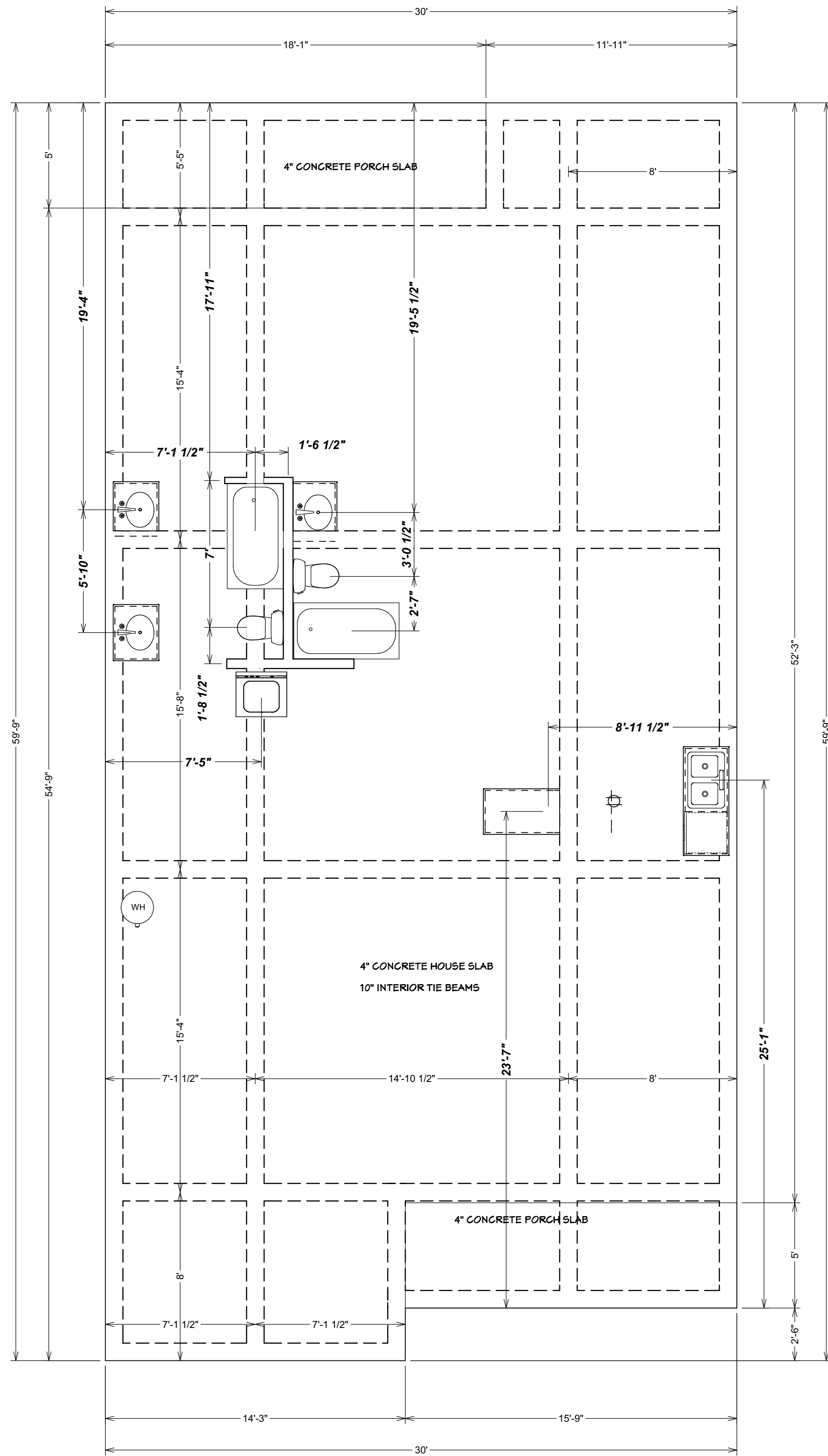
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

THORNTON CUSTOM HOMES			
Date: SEPT 2024	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-24-1270	

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2725 Roberts St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

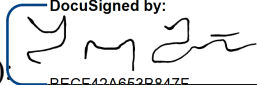
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature)  _____

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 5449 N. 10th St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

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

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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VI. CITY OBLIGATIONS AND DUTIES

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

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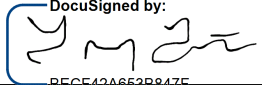
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  _____

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 5457 N. 10th St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
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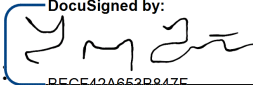
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AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature)  _____

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Thornton Custom Homes

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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 5501 N. 10th St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

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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::

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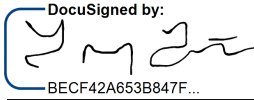
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AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  _____

Name (printed): Trey Thornton

Title: Principal

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ATTEST:

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City Secretary

APPROVED AS TO FORM:

City Attorney

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BETWEEN THE CITY OF ABILENE AND**

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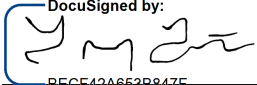
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  _____

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 5517 N. 10th St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
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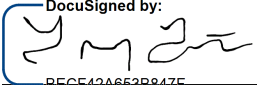
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AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  _____

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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BETWEEN THE CITY OF ABILENE AND**

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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 5525 N. 10th St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
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II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
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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::

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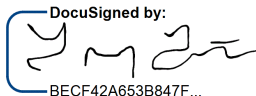
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AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  _____

Name (printed): Trey Thornton

Title: Principal

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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

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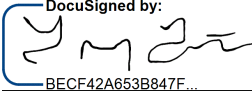
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- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature):  _____

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

Economic Development Agreement





- Thornton Custom Homes is proposing to build a newly constructed affordable home located at 5533, 5525, 5517, 5509, 5501, 5457, 5449 N 10th St and 2725 Roberts St.
- Homes are approximately 1270 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

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 entering into an economic development agreement with Sanford Construction LLC for 894, 898, 902, 906, 910, 914, 918, 922, 926, and 930 Minda St. (Tim Littlejohn)**

GENERAL INFORMATION

Economic development agreement with Sanford Construction LLC for 894, 898, 902, 906, 910, 914, 918, 922, 926, and 930 Minda St. for new-build single family construction homes as part of the RebuildAbi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Sanford RESOLUTION NO

2. Exhibit A Minda St. plans
3. Sanford Construction, LLC New Construction Ch 380 agreement_894 Minda St
4. Sanford Construction, LLC New Construction Ch 380 agreement_898 Minda St
5. Sanford Construction, LLC New Construction Ch 380 agreement_902 Minda St.
6. Sanford Construction, LLC New Construction Ch 380 agreement_906 Minda St.
7. Sanford Construction, LLC New Construction Ch 380 agreement_910 Minda St.
8. Sanford Construction, LLC New Construction Ch 380 agreement_914 Minda St.
9. Sanford Construction, LLC New Construction Ch 380 agreement_918 Minda St.
10. Sanford Construction, LLC New Construction Ch 380 agreement_922 Minda St.
11. Sanford Construction, LLC New Construction Ch 380 agreement_926 Minda St.
12. Sanford Construction, LLC New Construction Ch 380 agreement_930 Minda St.
13. City Council Presentation sanford

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND SANFORD CONSTRUCTION LLC REGARDING 894 MINDA ST, 898 MINDA ST, 902 MINDA ST, 906 MINDA ST, 910 MINDA ST, 914 MINDA ST, 918 MINDA ST, 922 MINDA ST, 926 MINDA ST, 930 MINDA ST.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 21st day of November, 2024, by and between Sanfor Construction LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 894 Minda St, 898 Minda St, 902 Minda St, 906 Minda St, 910 Minda St, 914 Minda St, 918 Minda St, 922 Minda St, 926 Minda St, 930 Minda St, in Abilene, Taylor County, Texas (the “Project Areas”); and

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

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

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

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

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

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

ADOPTED on the 21st day of November, 2024.

ATTEST:

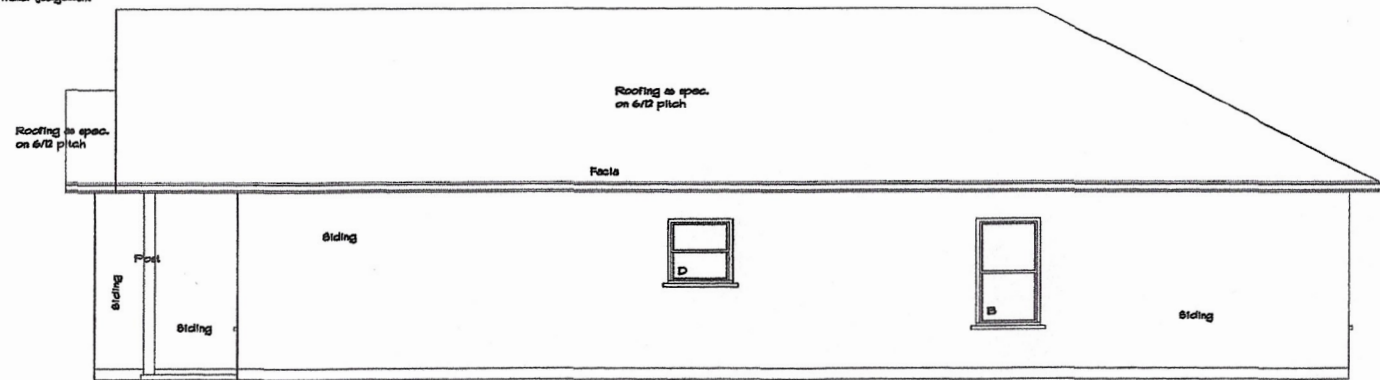
Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

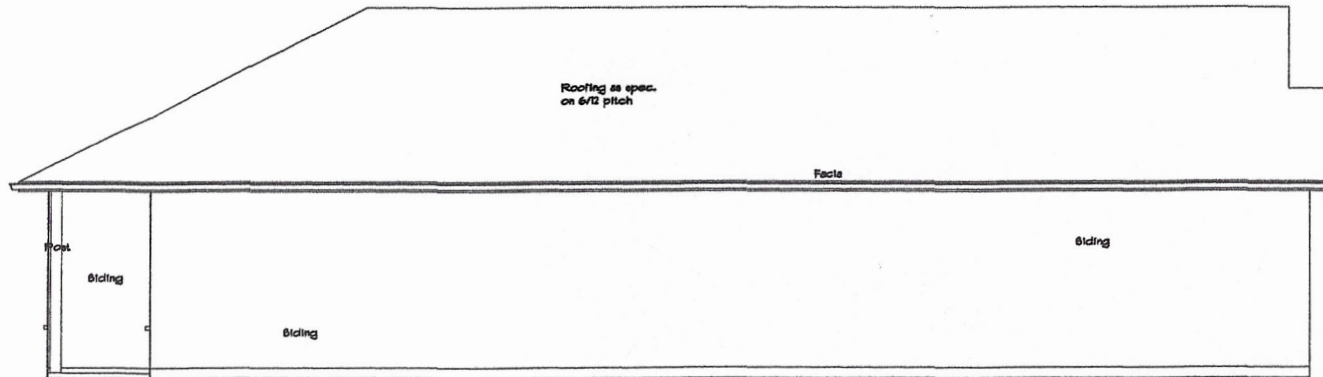
APPROVED:

Stanley Smith, City Attorney

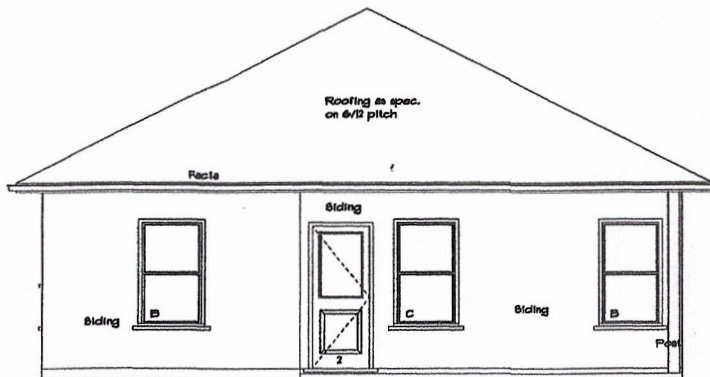
Field adjustments as per
framer judgement



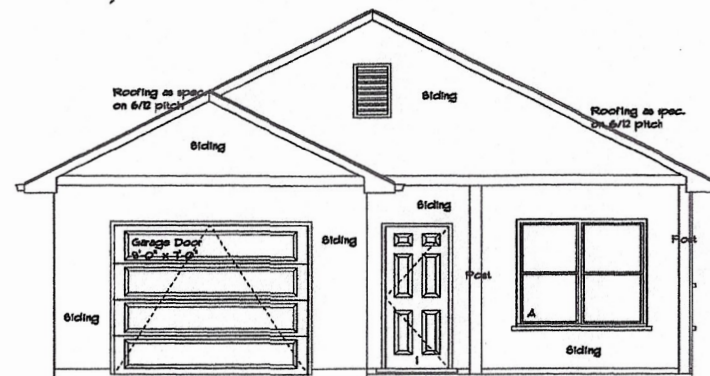
RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION



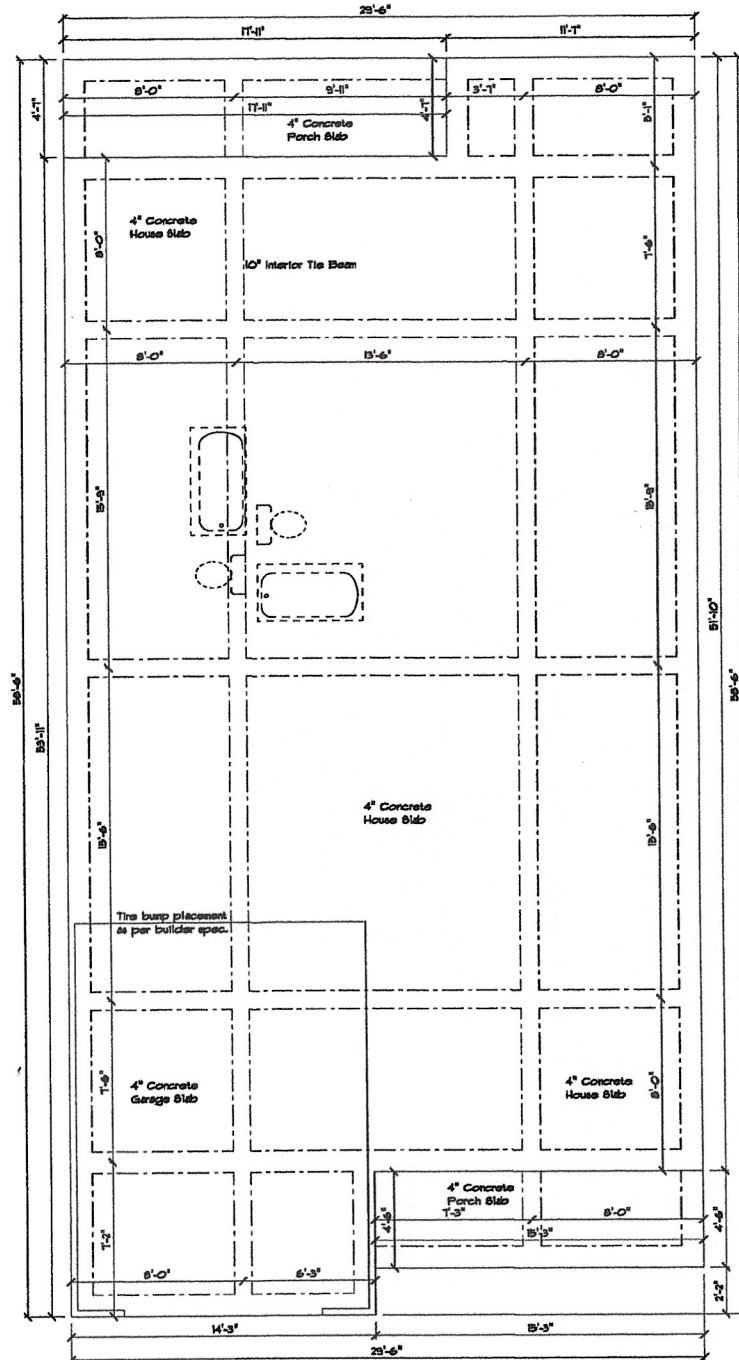
FRONT ELEVATION

Sanford Construction

SC-110324-1 01
ELEVATION PLAN
Square Footage: 1250
SCALE: 1/4" = 1'-0"



Total Blab: 715
Living Area: 1250
Garage: 314
Porches: 151



Sanford Construction

SC-110324-1 #1
FOUNDATION PLAN
Square Footage: 1250
SCALE: 1/4" = 1'-0"

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND
Sanford Construction, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 894 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

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

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

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

AGREED:

DEVELOPER

Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

Signed by:
By (signature): Ira Wayne Sanford Jr
F444B2115B7E437...

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND
Sanford Construction, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 898 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

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

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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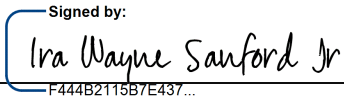
FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

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

AGREED:

DEVELOPER
Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

By (signature):  Signed by:
F444B2115B7E437...
Name (printed): Ira Wayne Sanford
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND
Sanford Construction, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 902 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
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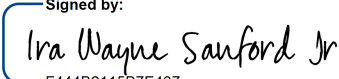
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- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
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- 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.
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AGREED:

DEVELOPER

Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

Signed by:

By (signature): F444B2115B7E437...

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

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BETWEEN THE CITY OF ABILENE AND
Sanford Construction, LLC**

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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 906 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

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- 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.
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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.
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AGREED:

DEVELOPER

Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

Signed by:
By (signature): Ira Wayne Sanford Jr
F444B2115B7E437...

Name (printed): Ira Wayne Sanford

Title: Principal

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ATTEST:

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City Secretary

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BETWEEN THE CITY OF ABILENE AND
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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 910 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

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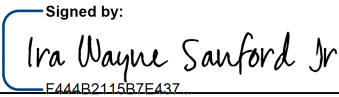
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AGREED:

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Sanford Construction, LLC
901 Industrial Blvd.
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sanconllc1@gmail.com

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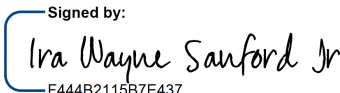
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- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
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AGREED:

DEVELOPER
Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

By (signature):  Signed by:
F444B2115B7E437...

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND
Sanford Construction, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 918 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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

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- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
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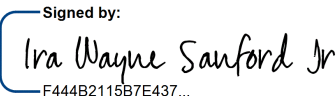
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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 922 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

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- 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.
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- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
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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.
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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

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- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER
Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

Signed by:
By (signature): Ira Wayne Sanford Jr
Name (printed): Ira Wayne Sanford
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND
Sanford Construction, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 930 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

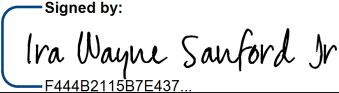
FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

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SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER
Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

By (signature):  Signed by:
F444B2115B7E437...

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

Economic Development Agreement





- Sanford Construction LLC is proposing to build a newly constructed affordable home located at 894, 898, 902, 906, 910, 914, 918, 922, 926, and 930 Minda St.
- Homes are approximately 1250 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Abilene Custom Homes for 2569, 2565, 2563, 2571, 2561, 2557, 2573, 2553, 2577 Bel Air Dr (Tim Littlejohn)**

GENERAL INFORMATION

Economic development agreement with Abilene Custom Homes for 2569, 2565, 2563, 2571, 2561, 2557, 2573, 2553, 2577 Bel Air Dr for new-build single family homes for the RebuildAbi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ACM RESOLUTION NO
2. Exhibit A Bel Air Plan_Nov 2024
3. Abilene Custom Homes New Construction Ch 380 agreement_2553 Bel Air

4. Abilene Custom Homes New Construction Ch 380 agreement_2557 Bel Air
5. Abilene Custom Homes New Construction Ch 380 agreement_2561 Bel Air
6. Abilene Custom Homes New Construction Ch 380 agreement_2563 Bel Air
7. Abilene Custom Homes New Construction Ch 380 agreement_2565 Bel Air
8. Abilene Custom Homes New Construction Ch 380 agreement_2569 Bel Air
9. Abilene Custom Homes New Construction Ch 380 agreement_2571 Bel Air
10. Abilene Custom Homes New Construction Ch 380 agreement_2573 Bel Air
11. Abilene Custom Homes New Construction Ch 380 agreement_2577 Bel Air
12. Presentation Abilene Custom Homes

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND ABILENE CUSTOM HOMES REGARDING 2569, 2565, 2563, 2571, 2561, 2557, 2573, 2553, 2577 BEL AIR DR

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 21st day of November, 2024, by and between Abilene Custom Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2553, 2557, 2561, 2563, 2565, 2569, 2571, 2573, 2577 Bel Air Dr in Abilene, Taylor County, Texas (the “Project Areas”); and

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

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

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

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

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

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

ADOPTED on the 21st day of November, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



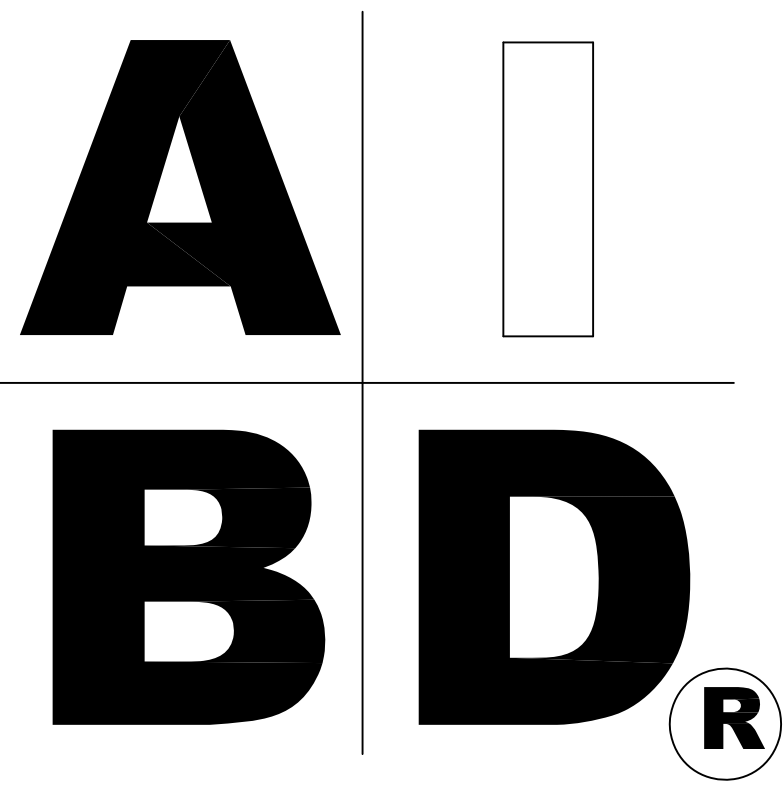
House Plan Zone, LLC.

www.HPZplans.com

Phone: 601.336.3254

Email: sales@hpzplans.com

Fax: 1-800-574-1387



STANDARD ABBREVIATIONS

@	AT	LT.	LIGHT
#	FOUND(S)	LIN.	LINEN
APPROX.	APPROXIMATELY	MANUF.	MANUFACTURER
BASE	BASEMENT	MAS	MASONRY
B/T	BETWEEN	MAX	MAXIMUM
BLK.	BLOCK	MTL.	METAL
BLK'G	BLOCKING	MIN.	MINIMUM
BD	BOARD	N.I.C.	NOT IN CONTRACT
BRD.	BOARD	O.C.	ON CENTER
BOT.	BOTTOM	O/C	ON CENTER
BLDG.	BUILDING	OPT.	OPTIONAL
CAB.	CABINET	O.S.B.	ORIENTED STRAND BOARD
CLG.	CEILING	OTS	OWNER TO SELECT
CLR.	CLEAR	O.T.S	OWNER TO SELECT
CLOS.	CLOSET	FG.	PAGE
COL.	COLUMN	FAN.	PANTRY
COLS.	COLUMNS	FL.	PLATE
CONC.	CONCRETE	F	PLATE
CMU	CONCRETE MASONRY UNIT	PLYND	PLYWOOD
C.U.	CONDENSOR UNIT	PLYND	PLYWOOD
CONN.	CONNECTION	POLY.	POLYETHYLENE
CONT.	CONTINUOUS	PSI	POUNDS PER SQUARE INCH
COVER'G	COVERING	PRE-FAB	PREFABRICATED
CS	CRAWL SPACE	RE.	REFERENCE
DECO.	DECORATIVE	REF.	REFRIGERATOR
DET	DETAIL	REINF.	REINFORCED
DIA.	DIAMETER	R	RESISTANCE
DVN	DISHWASHER	R.A.	RETURN AIR
DBL	DOUBLE	R.A.G.	RETURN AIR GRILLE
DF	DOUGLAS FIR	REQ'D	REQUIRED
D	DRYER	SCR.	SCREEN
EA.	EACH	SHLV.	SHELVES
ELEV.	ELEVATION	SHR.	SHOWER
ENG.	ENGINEER	SHWR.	SHOWER
FT.	FEET	SST.	SIMPSON STRONG TIE
F.F.L.	FINISHED FLOOR LINE	SP	SOUTHERN PINE
FIN.	FINISH	SPECS.	SPECIFICATIONS
F.C.	FIRE CODE	SQ.	SQUARE
FLR.	FLOOR	S.F.	SQUARE FOOTAGE
FTG.	FOOTING	STL.	STEEL
FOUND.	FOUNDATION	THK.	THICK
FND.	FOUNDATION	THK.	THICKNESS
FR.	FREEZER	TBD.	TO BE DETERMINED
GA.	GAUGE	TR.	TRANSOM
GALV.	GALVANIZED	TYP.	TYPICAL
GYP.	GYPSUM	U.T.C.	UNDER THE COUNTER
HDR.	HEADER	UTIL.	UTILITY
HVAC	HEATING, VENTILATION & AIR CONDITIONING	VAN.	VANITY
HT.	HEIGHT	VERT.	VERTICAL
HTS.	HEIGHTS	WH	WATER HEATER
HORIZ.	HORIZONTAL	W	WASHER
IN.	INCHES	WT.	WEIGHT
INCL.	INCLUDE	WIN.	WINDOW
INSUL.	INSULATION	WM.	WIRE MESH
JT.	JOINT	W	WIRE
JST.	JOIST	WD.	WOOD
JSTS.	JOISTS	WFCM	WOOD FRAME CONSTRUCTION MANUAL

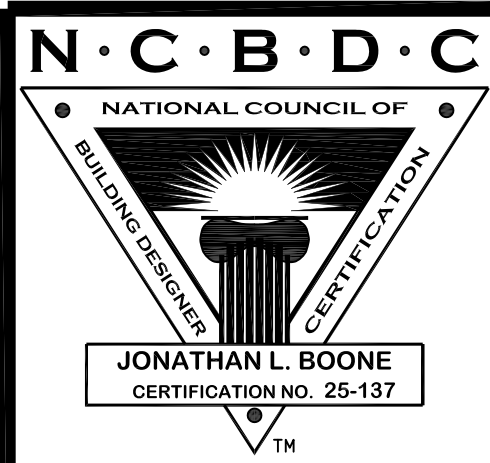


SHEET INDEX:

- 1 COVER SHEET
- 2 FOUNDATION PLAN
- 3 FLOOR PLAN & ELECTRICAL PLAN
- 4 EXTERIOR VIEWS
- 5 ROOF PLAN
- 6 CROSS SECTION & CABINETS

BB-1292

CODE DISCLAIMER:
1. THESE PLANS WERE DESIGNED TO MEET IRC 2018 AT THE TIME OF THEIR CREATION AND MORE SPECIFICALLY THE MINIMAL LOCAL CODES OF THE SOUTH MISSISSIPPI AREA. IT IS HIGHLY RECOMMENDED THAT THESE PLANS BE REVIEWED BY A LOCAL STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.
2. BEAMS AND FLOOR JOISTS ARE NOT SIZED DUE TO THE MANY GEOGRAPHIC LOCATIONS THESE PLANS ARE SOLD. THESE ITEMS SHALL BE SIZED BY A LOCAL ENGINEER OR MANUFACTURER.
3. ALL CEILING & FLOOR JOISTS (IF CONVENTIONAL FRAMING) SHOULD BE SIZED USING THE LATEST VERSION OF THE IRC OR APPLICABLE CODES AT SITE TO MEET THE LOCAL REQUIREMENTS SUCH AS SNOW LOADS AND OTHER FACTORS. THE CEILING JOISTS SIZES LABELED (IF PRESENT) WERE SIZED USING THE 2018 IRC AT THE TIME OF THEIR CREATION. THEY MUST BE VERIFIED AND MODIFIED AS REQUIRED TO MEET THE LATEST EDITION OF THE (IRC) INTERNATIONAL RESIDENTIAL CODE.
4. ALL FOUNDATIONS AND FOOTING DETAILS SHALL BE REVIEWED AND APPROVED BY A LOCAL ENGINEER.
5. CONTRACTOR SHALL PROVIDE ALL HIGH WIND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.



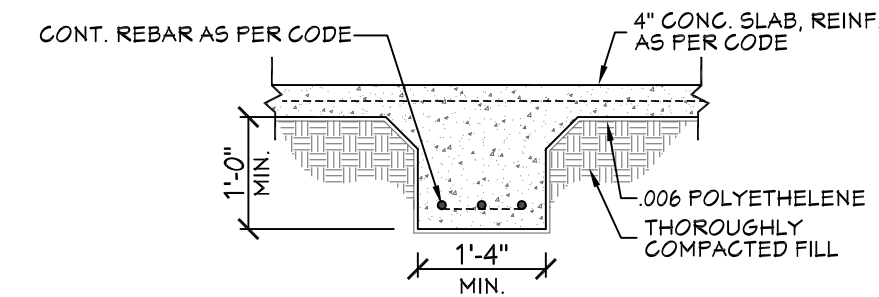
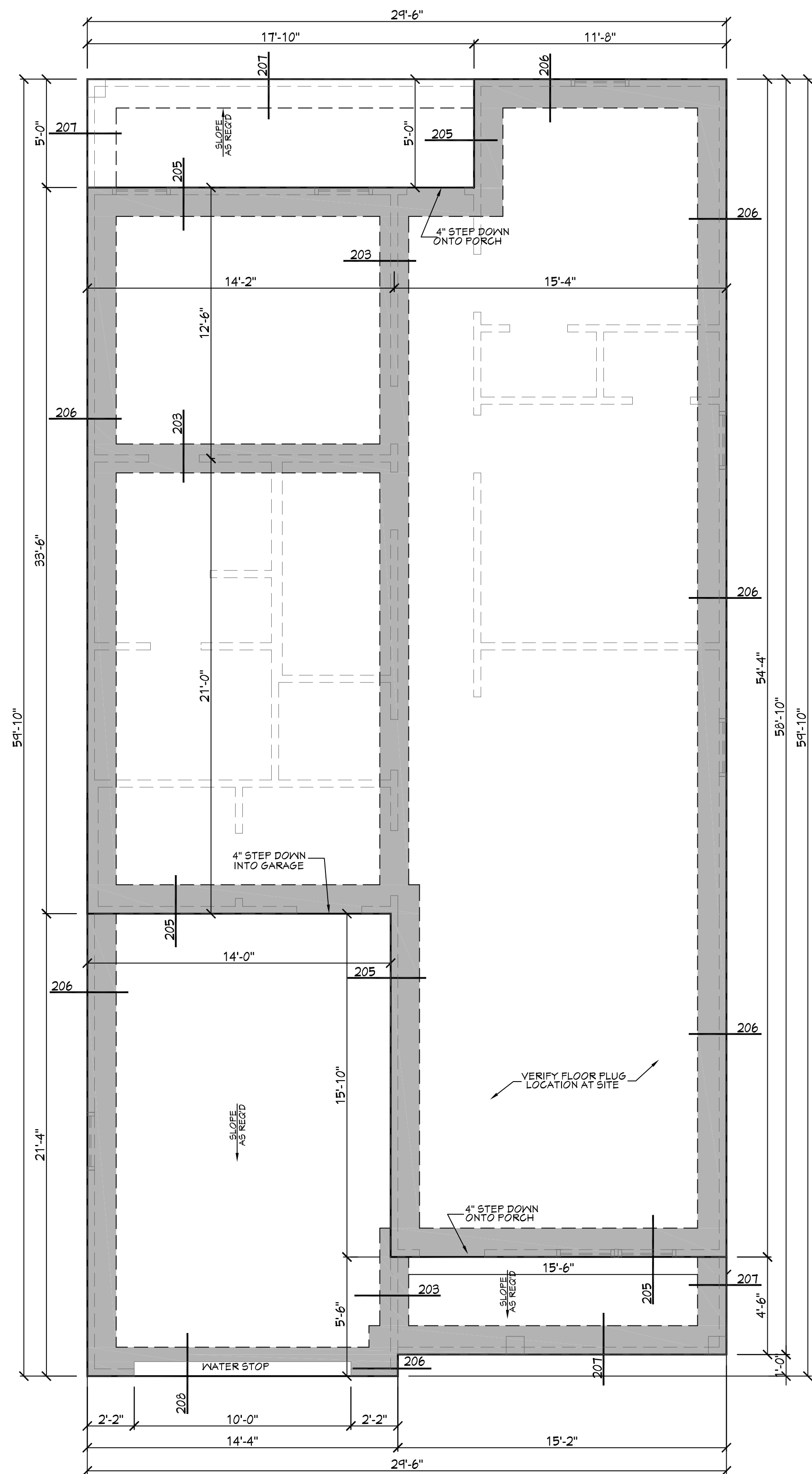
Date: 10/07/19

Drawn By: R.B.W.

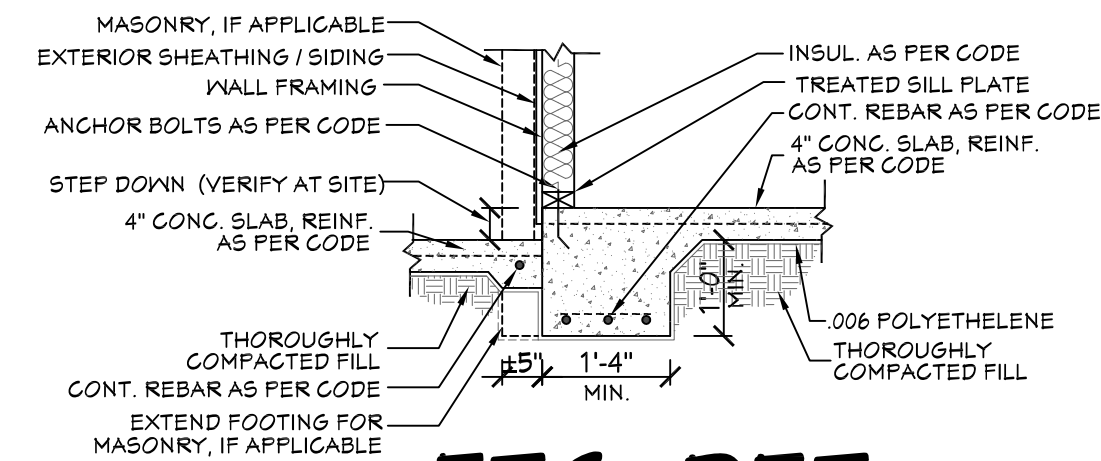
Plan Number:

SHEET NUMBER

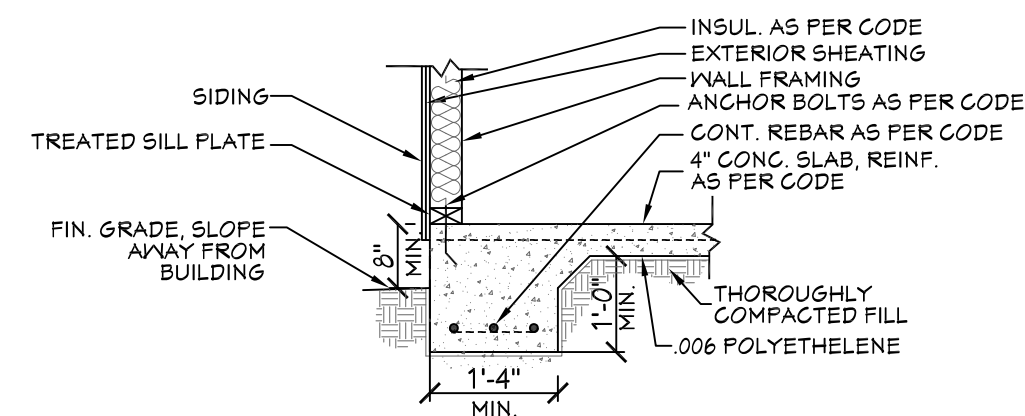
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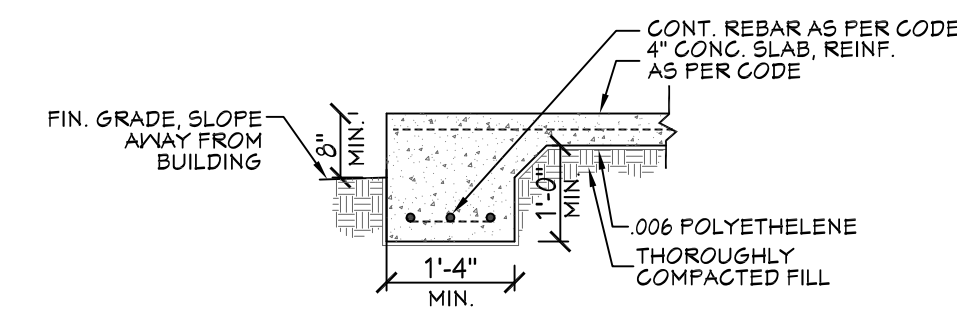
203 FTG. DET.



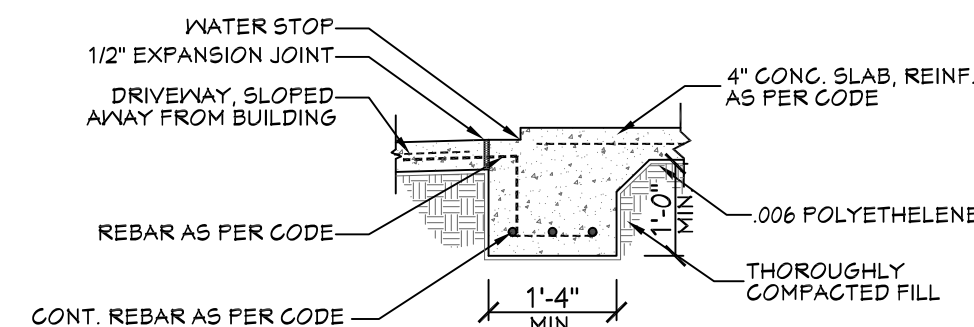
205 FTG. DET.



206 FTG. DET.



207 FTG. DET.



208 FTG. DET.

SLAB FOUNDATION NOTES:

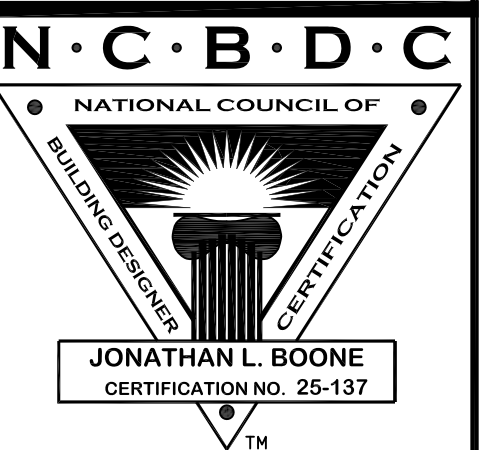
1. ALL FOOTING SIZES AND LOCATIONS TO BE VERIFIED BY A LICENSED STRUCTURAL ENGINEER.
2. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES AT SITE.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH FLOOR PLAN PRIOR TO CONSTRUCTION AND MAKE ANY NECESSARY ADJUSTMENTS.
4. CONTRACTOR TO PROVIDE WATERPROOFING AS REQ'D TO MEET ALL APPLICABLE CODES AND TYPICAL BUILDING PRACTICES.
5. CONCRETE SLABS TO BE 4" (3000 psi MIN.), REINFORCED AS PER CODE OR AS DETERMINED BY LICENSED ENGINEER.

Website:
www.HPZplans.com

Email:
sales@hpzplans.com

Phone:
601.336.3254

Fax:
1.800.574.1387



Pre-Drawn Plan ID:
BB-1292

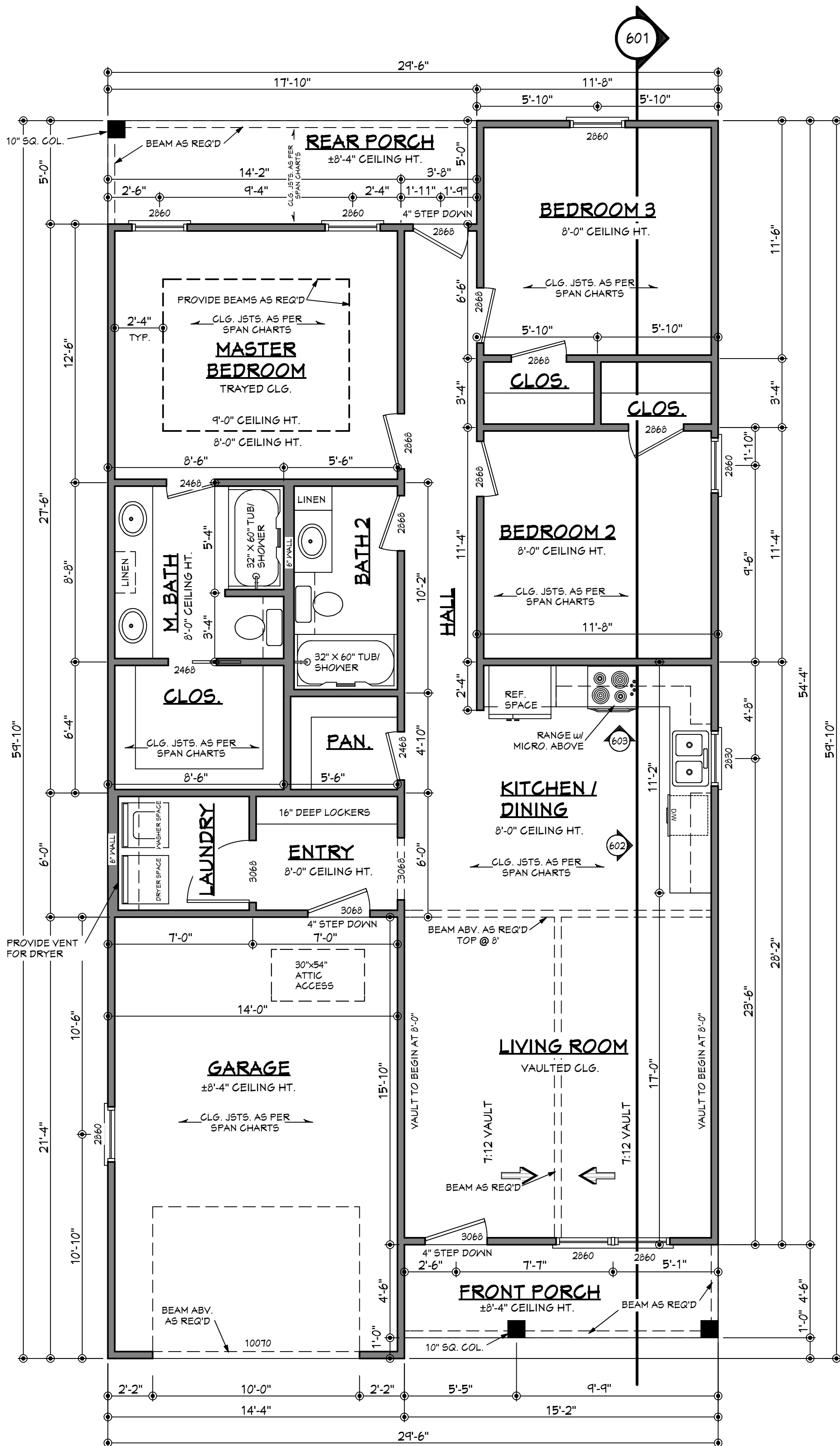
Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

2

House Plan Zone, LLC, has exercised great care and effort in the development of these plans and the completion of these construction documents. However, the user assumes all responsibility for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction. Other special conditions required by local building codes. All dimensions to be verified on site prior to construction. If a foundation plan has been included in these plans, it is general in nature and shall be verified by a licensed engineer prior to construction.



NOTE: WATER HEATER & HVAC UNIT TO BE LOCATED IN ATTIC SPACE.

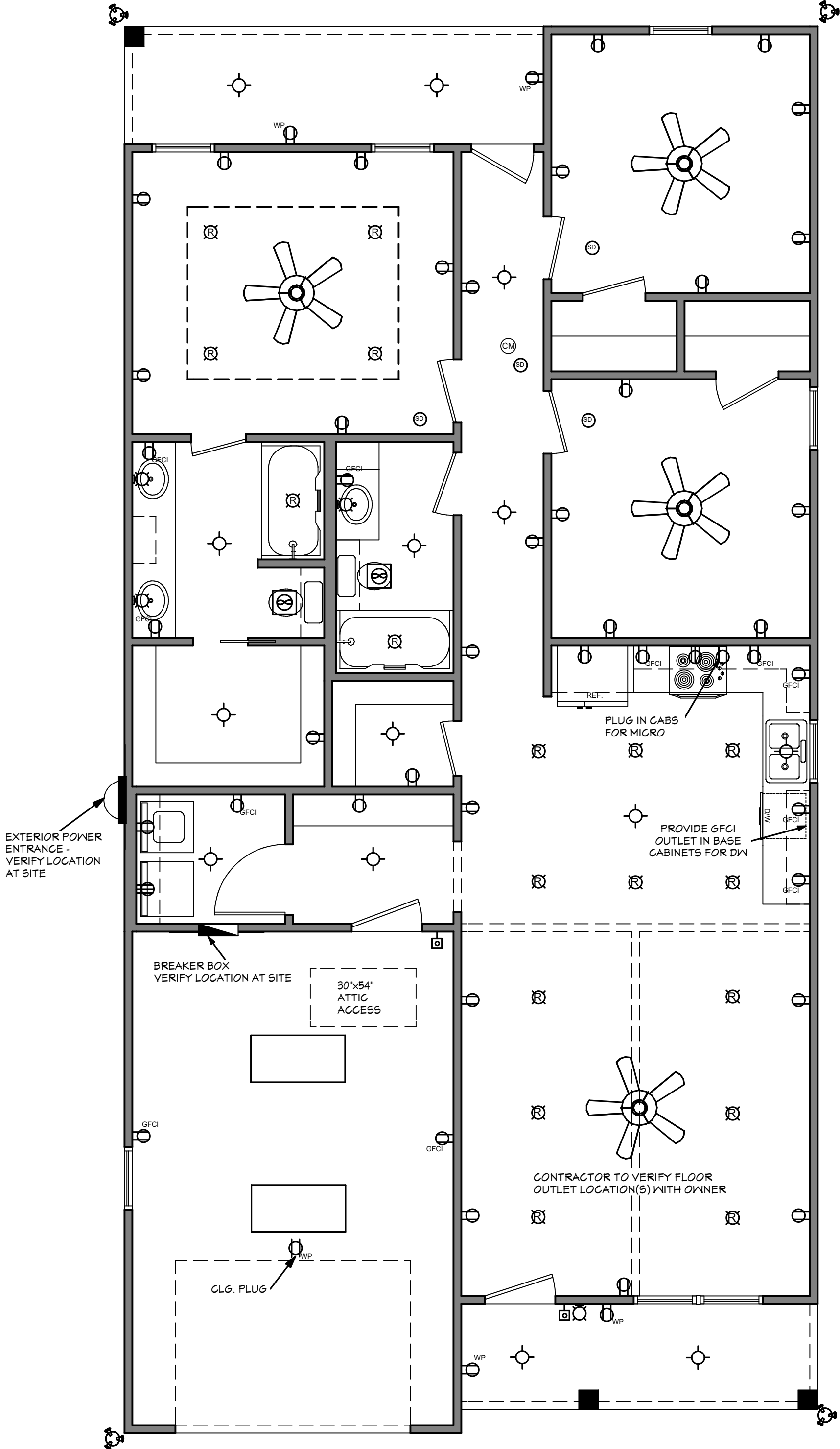
FLOOR PLAN

SCALE: 1/4"===== 1'-0"

AREAS:	1292	S.F. HEATED
	68	S.F. UNHEATED - FRONT PORCH
	300	S.F. UNHEATED - GARAGE
	89	S.F. UNHEATED - REAR PORCH
	457	S.F. TOTAL UNHEATED
	1749	S.F. TOTAL UNDER ROOF

NOTES:

1. ALL DIMENSIONS & SITE CONDITIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL FINISHES (INTERIOR & EXTERIOR) TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
3. VERIFY ALL DOOR AND WINDOW STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION. MANUFACTURER TO SUPPLY ALL ROUGH OPENING SIZES.
4. CONTRACTOR TO VERIFY ALL CLEARANCES OF ALL DOORS, WINDOWS AND OTHER ITEMS THAT ARE CRITICAL, PRIOR TO CONSTRUCTION.
5. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES AT SITE.
6. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
7. PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT. OPEN SIDES OF STAIRS WITH A TOTAL RISE OF MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 34 INCHES IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS. INSECT SCREENING SHALL NOT BE CONSIDERED AS A GUARD. IRC 2018, R312.1.1 & R312.1.2
8. M1305.1.2 APPLIANCES IN ATTICS. ATTICS CONTAINING APPLIANCES SHALL BE PROVIDED WITH AN OPENING AND A CLEAR AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE, BUT NOT LESS THAN 30 INCHES HIGH AND 22 INCHES WIDE AND NOT MORE THAN 20 FEET LONG MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY FROM THE OPENING TO THE APPLIANCE. THE PASSAGEWAY SHALL HAVE CONTINUOUS SOLID FLOORING IN ACCORDANCE WITH CHAPTER 5 NOT LESS THAN 24 INCHES WIDE. A LEVEL SERVICE SPACE AT LEAST 24 INCHES DEEP AND 30 INCHES WIDE SHALL BE PRESENT ALONG ALL SIDES OF THE APPLIANCE WHERE ACCESS IS REQUIRED. THE CLEAR ACCESS OPENING DIMENSIONS SHALL BE A MINIMUM OF 20 INCHES BY 30 INCHES, AND LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE.
- EXCEPTIONS:
 - a. THE PASSAGEWAY AND LEVEL SERVICE SPACE ARE NOT REQUIRED WHERE THE APPLIANCE CAN BE SERVICED AND REMOVED THROUGH THE REQUIRED OPENING.
 - b. WHERE THE PASSAGEWAY IS UNOBSTRUCTED AND NOT LESS THAN 6 FEET HIGH AND 22 INCHES WIDE FOR ITS ENTIRE LENGTH, THE PASSAGEWAY SHALL BE NOT MORE THAN 50 FEET LONG.
9. APPLIANCE ACCESS FOR INSPECTION SERVICE, REPAIR AND REPLACEMENT. APPLIANCES SHALL BE ACCESSIBLE FOR INSPECTION, SERVICE, REPAIR AND REPLACEMENT WITHOUT REMOVING PERMANENT CONSTRUCTION, OTHER APPLIANCES, OR ANY OTHER PIPING OR DUCTS NOT CONNECTED TO THE APPLIANCE BEING INSPECTED, SERVICED, REPAIRED OR REPLACED. A LEVEL WORKING SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PROVIDED IN FRONT OF THE CONTROL SIDE TO SERVICE AN APPLIANCE. M1305.1.1
10. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE. WINDOW OPENING CONTROL DEVICES COMPLYING WITH ASTM F 2090 SHALL BE PERMITTED FOR USE ON WINDOWS SERVING AS A REQUIRED EMERGENCY ESCAPE AND RESCUE OPENING. ALL SLEEPING ROOMS TO HAVE AN EXTERIOR ACCESS THROUGH A DOOR OR WINDOW WITH A MINIMUM OF 5.7 SQUARE FEET NET CLEAR OPENING AS PER IRC 2018 R310.2.1. EXCEPTION: GRADE FLOOR OR BELOW GRADE OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET. MAXIMUM SILL HEIGHT TO BE 44 INCHES. MINIMUM NET CLEAR OPENING HEIGHT TO BE 24 INCHES. MINIMUM NET CLEAR OPENING WIDTH TO BE 20 INCHES.
11. ALL RETURN AIR GRILLS ARE TO BE LOCATED TO COMPLY WITH SECTION M1602 OF THE IRC 2018.
12. ALL SQUARE FOOTAGE MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM ACTUAL CONSTRUCTED RESIDENCE OR BUILDING.
13. FIRE SPRINKLER SYSTEM TO BE DESIGNED AND INSTALLED (IF REQUIRED BY LOCAL CODES) AS PER THE IRC 2018 AND BY A LICENSED PROFESSIONAL IN THE AREA OF CONSTRUCTION.
14. ALL BATHROOM EXHAUST VENTS SHALL BE VENTED DIRECTLY TO THE EXTERIOR OF THE HOME AND NOT INTO THE ATTIC. IRC 2018, M1505.2



ELECTRICAL PLAN

SCALE: 1/4"===== 1'-0"

NOTE: SWITCHES AND ARCS NOT SHOWN. OWNER TO LOCATE THESE ITEMS DURING ELECTRICAL WALK-THROUGH WITH ELECTRICAL CONTRACTOR.

ELECTRICAL SYMBOLS LEGEND

SYMBOL	DESCRIPTION
[Symbol]	110 VOLT OUTLET
[Symbol]	GROUND FAULT PROTECTED OUTLET
[Symbol]	WEATHERPROOF OUTLET
[Symbol]	220 VOLT RECEPTACLE
[Symbol]	FLOOR OUTLET (OWNER TO LOCATE)
[Symbol]	CEILING HUNG FIXTURE
[Symbol]	OVERHANG MOUNTED FLOODLIGHTS
[Symbol]	WALL MOUNTED FLOODLIGHTS
[Symbol]	RECESSED CEILING FIXTURE
[Symbol]	FLUORESCENT LIGHT
[Symbol]	CARBON MONOXIDE DETECTOR
[Symbol]	SMOKE DETECTOR
[Symbol]	SWITCH
[Symbol]	THREE WAY SWITCH
[Symbol]	WALL MOUNTED LIGHT
[Symbol]	DIMMER SWITCH (OWNER TO LOCATE)
[Symbol]	DOOR ACTIVATED SWITCH
[Symbol]	WEATHERPROOF OUTLET
[Symbol]	CATS NETWORKING JACK (OWNER TO LOCATE)
[Symbol]	TELEPHONE OUTLET (OWNER TO LOCATE)
[Symbol]	TELEVISION OUTLET (OWNER TO LOCATE)
[Symbol]	DOORBELL BUTTON (CONTRACTOR TO LOCATE)
[Symbol]	THERMOSTAT (CONTRACTOR TO LOCATE)
[Symbol]	CEILING EXHAUST FAN, VENT TO EXTERIOR
[Symbol]	TV SPEAKER
[Symbol]	RADIO SPEAKER

[Symbol]	CEILING FAN ONLY, NO LIGHT KIT
[Symbol]	CEILING FAN WITH LIGHT KIT
[Symbol]	TRACK LIGHTING (OWNER TO LOCATE)
[Symbol]	WALL SCONCE (OWNER TO LOCATE)
[Symbol]	CHANDELIER 1 (O.T.S.)
[Symbol]	CHANDELIER 2 (O.T.S.)
[Symbol]	UNDER COUNTER LIGHTING
[Symbol]	EMERGENCY LIGHTING/ EXIT SIGN

ELECTRICAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL CODES APPLICABLE AT SITE.

2. SMOKE ALARMS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS: EACH SLEEPING ROOM, OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS, ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENTS AND HABITABLE ATTICS. WHEN MORE THAN ONE SMOKE ALARM IS REQUIRED TO BE INSTALLED WITHIN A DWELLING THE ALARM DEVICES SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE UNIT. SMOKE ALARMS SHALL BE HARD WIRED WITH A BATTERY BACK UP.

3. CARBON MONOXIDE ALARMS SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS IN DWELLING UNITS WITHIN WHICH FUEL-FIRED APPLIANCES ARE INSTALLED AND IN DWELLING UNITS WITH ATTACHED GARAGES.

4. A 125 VOLT, SINGLE PHASE, 15-20 AMPERE RATED RECEPTACLE OUTLET SHALL BE INSTALLED AT AN ACCESSIBLE LOCATION FOR THE SERVICING OF HEATING, AIR CONDITIONING AND REFRIGERATION EQUIPMENT. THE RECEPTACLE SHALL BE LOCATED ON THE SAME LEVEL AND WITHIN 25 FEET OF THE EQUIPMENT. THE RECEPTACLE OUTLET SHALL NOT BE CONNECTED TO THE LOAD SIDE OF THE HVAC EQUIPMENT DISCONNECTING MEANS.

Designing Homes

HOUSE PLAN ZONE

Building Relationships

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NATIONAL COUNCIL OF
BUILDING DESIGNERS

JONATHAN L. BOONE

CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:

BB-1292

House Plan Zone, LLC has exercised great care and effort in the development of these plans and the completion of these construction documents. However, the user of these plans assumes all responsibility for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction, and that the user obtain all necessary permits and approvals from local building codes. All dimensions to be verified on site prior to construction. If a foundation plan has been included in these plans, it is general in nature and shall be verified by a licensed engineer prior to construction.

Date: 10/07/19

Drawn By: R.B.W.

Project Name:

SHEET NUMBER

3

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Pre-Drawn Plan ID:

BB-1292

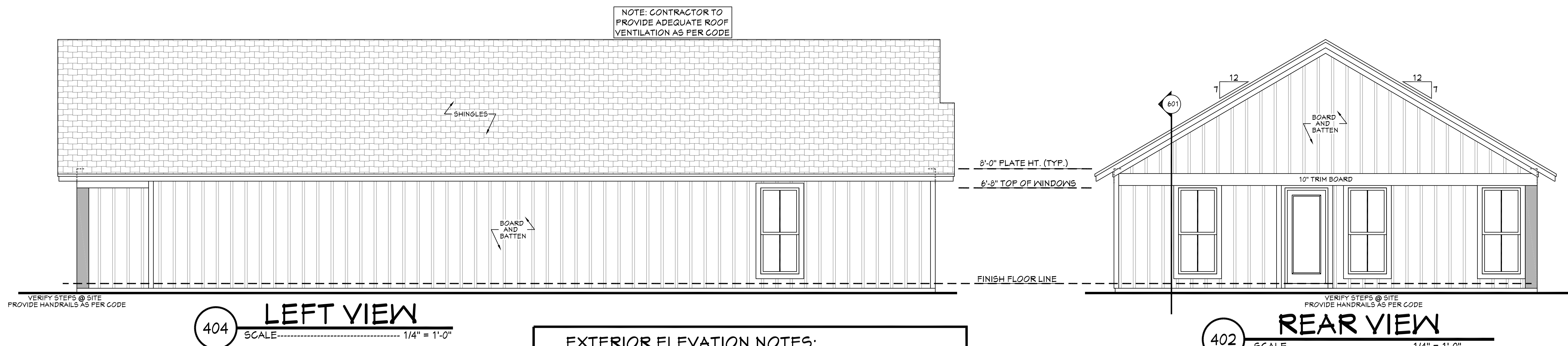
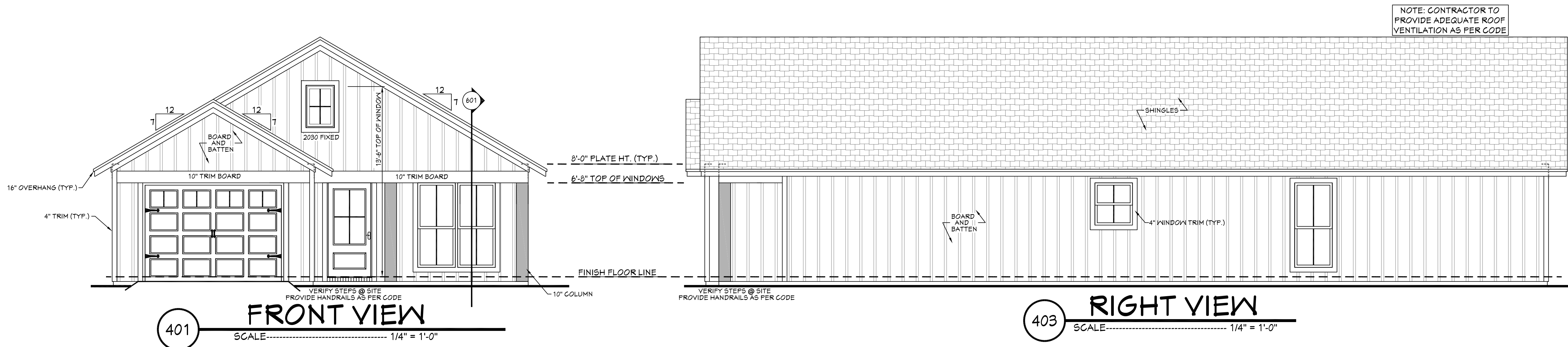
Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

4

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EXTERIOR ELEVATION NOTES:

1. CONTRACTOR TO VERIFY ALL WINDOW AND DOOR STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION.
2. PROVIDE STEPS AND GUARD RAILS AS PER CODE BASED ON SITE CONDITIONS.
3. GROUND LINES SHOWN FOR REFERENCE ONLY AND VARY DEPENDING ON SITE CONDITIONS.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
5. REFER TO TYPICAL WALL DETAIL FOR FRAMING METHODS AND OTHER MISC. INFORMATION.
6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.

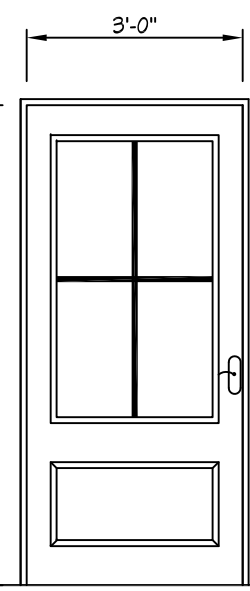
3068 (DOOR LABEL ON FLOOR PLAN) IS A DOOR THAT IS 3 FT 0 INCHES WIDE BY 6 FEET 9 INCHES TALL. TO FURTHER CLARIFY, THE 3068 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT)

THE DOOR LABEL IS THE ACTUAL SIZE OF THE DOOR ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE DOOR MANUFACTURER CHOSEN AT SITE.

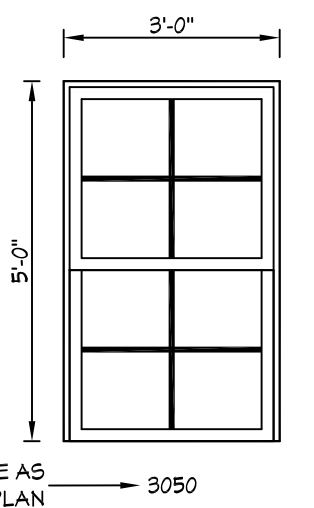
3050 (WINDOW LABEL ON FLOOR PLAN) IS A WINDOW THAT IS 3 FT 0 INCHES WIDE BY 5 FEET 0 INCHES TALL. TO FURTHER CLARIFY, THE 3050 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT)

THE WINDOW LABEL IS THE ACTUAL SIZE OF THE WINDOW ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE WINDOW MANUFACTURER CHOSEN AT SITE.

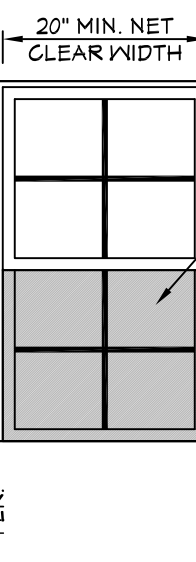
DOOR SIZE



WINDOW SIZE



EGRESS



R311.1 Means of egress. Dwellings shall be provided with a means of egress in accordance with this section. The means of egress shall provide a continuous and unobstructed path of vertical and horizontal egress travel from all portions of the dwelling to the required egress door without requiring travel through a garage. The required egress door shall open directly into a public way or to a yard or court that opens to a public way.

R310.2.1 Minimum opening area. Emergency and escape rescue openings shall have a net clear opening of not less than 5.7 square feet (0.530 m²). The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. The net clear height opening shall be not less than 24 inches (610 mm) and the net clear width shall be not less than 20 inches (508 mm). Exception: Grade floor or below grade openings shall have a net clear opening of not less than 5 square feet (0.465 m²).

R310.2.2 Window sill height. Where a window is provided as the emergency escape and rescue opening, it shall have a sill height of not more than 44 inches (1118 mm) above the floor; where the sill height is below grade, it shall be provided with a window well in accordance with Section R310.2.3.

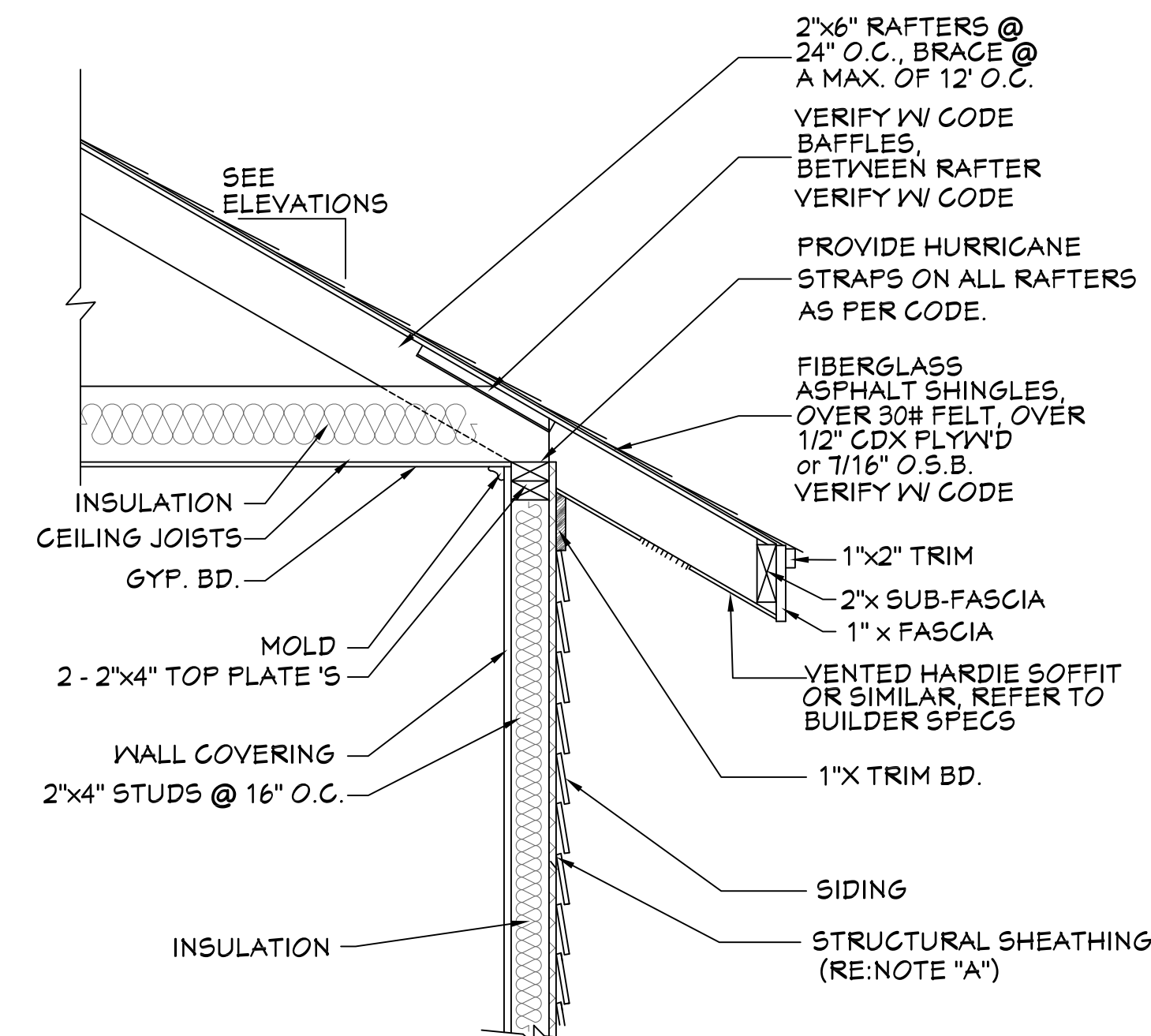
R310.2.3 Window wells. The horizontal area of the window well shall be not less than 4 square feet (0.4 m²), with a horizontal projection and width of not less than 36 inches (914 mm). The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Exception: The ladder or steps required by Section R310.2.3.1 shall be permitted to encroach not more than 6 inches (152 mm) into the required dimensions of the window well.

R310.2.3.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Sections R311.7 and R311.8. Ladders or rungs shall have an inside width of not less than 12 inches (305 mm), shall project not less than 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

R312.2 Window fall protection. Window fall protection shall be provided in accordance with Sections R312.2.1 and R312.2.2.

R312.2.1 Window sills. In dwelling units, where the top of the sill of an operable window opening is located less than 24 inches (610 mm) above the finished floor and greater than 12 inches (305 mm) above the finished grade or other surface below on the exterior of the building, the operable window shall comply with one of the following:

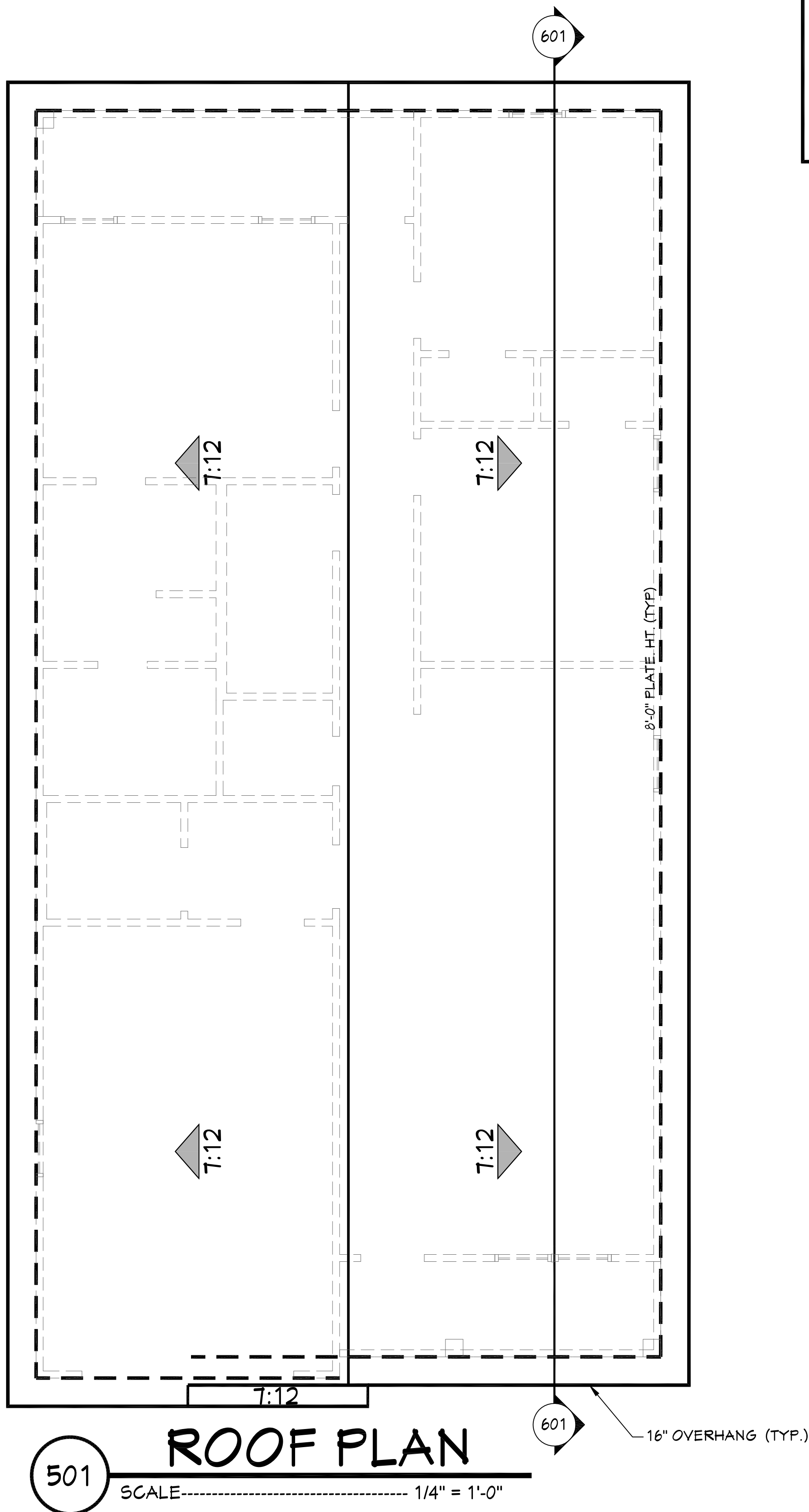
1. Operable windows with openings that will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening where the opening is in its largest opened position.
2. Operable windows that are provided with window fall prevention devices that comply with ASTM F 2090.
3. Operable windows that are provided with window opening control devices that comply with Section R312.2.2.
4. Operable windows that are provided with window opening control devices that comply with ASTM F 2090.
5. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the net clear opening area of the window unit to less than the area required by Section R310.2.1.



NOTE "A": PROVIDE A MINIMUM OF 7/16" STRUCTURAL WOOD PANEL ATTACHED w/ 8d COMMON OR 10d BOX NAILS AT 4" SPACING ON EDGE AND 12" IN FIELD.

NOTE "B": CORNICE DETAIL FOR REFERENCE ONLY. REFER TO BUILDER SPECS FOR ACTUAL MATERIALS.





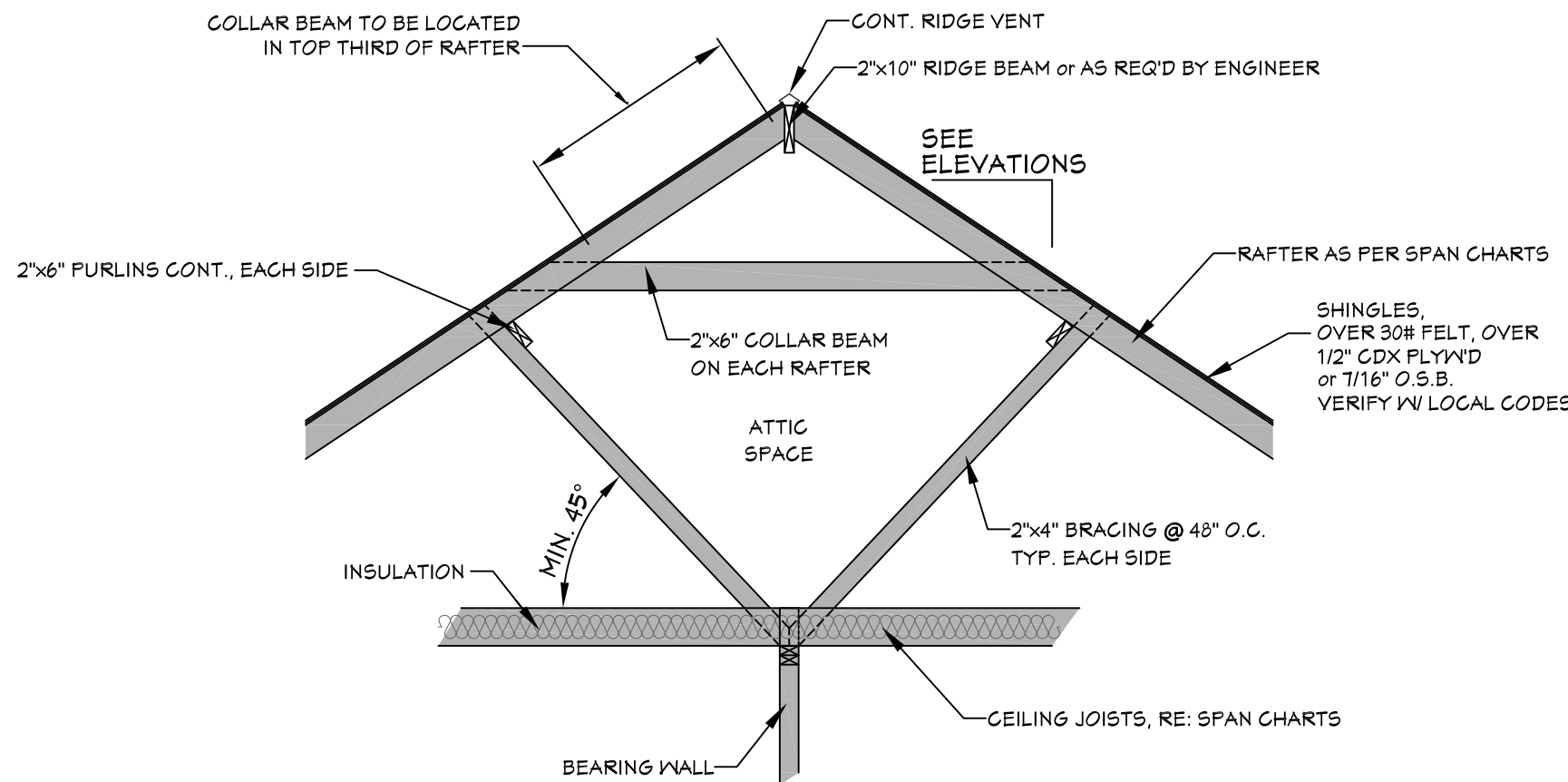
- ROOF PLAN NOTES:**
1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
 2. ALL RIDGE BEAMS, HIP RAFTERS, & VALLEY RAFTERS TO BE 2" X 10", No.2 S.Y.P. OR AS REQ'D BY ENGINEER.
 3. ALL RAFTERS TO BE SIZED AS PER SPAN CHART.
 4. CONTRACTOR TO WATERPROOF ALL ROOF INTERSECTIONS AS PER CODE.
 5. CONTRACTOR TO VERIFY ALL ROOF PITCHES WITH EXTERIOR ELEVATIONS PRIOR TO CONSTRUCTION.
 6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.
 7. ALL ROOF PENETRATIONS TO BE ON SIDES OR REAR OF RESIDENCE. ALL PVC VENTS SHALL BE PAINTED BLACK OR TO MATCH ROOFING.

RAFTER LENGTH CHART		
ROOF PITCH		FACTOR
3/12		1.05
4/12		1.07
5/12		1.10
6/12		1.14
7/12		1.17
8/12		1.20
9/12		1.25
10/12		1.30
11/12		1.35
12/12		1.40
14/12		1.54
16/12		1.70

MULTIPLY HORIZONTAL SPAN OF MEMBER BY FACTOR. CHOOSE APPROPRIATE FACTOR BY ROOF PITCH.

HIP/ VALLEY CONVERSION				
IF COMMON RAFTER ROOF PITCH IS...			THEN HIP/ VALLEY RAFTER ROOF PITCH BECOMES...	
RISE/ RUN	SLOPE		RISE/ RUN	SLOPE
1/12	5°		1/17	3°
2/12	10°		2/17	7°
3/12	14°		3/17	10°
4/12	18°		4/17	13°
5/12	23°		5/17	16°
6/12	27°		6/17	19°
7/12	30°		7/17	22°
8/12	34°		8/17	25°
9/12	37°		9/17	28°
10/12	40°		10/17	30°
11/12	42°		11/17	33°
12/12	45°		12/17	35°

CONVERSION CHART FOR SIMPLE ROOFS ONLY. CHART DOES NOT APPLY FOR DUAL PITCH ROOFS.



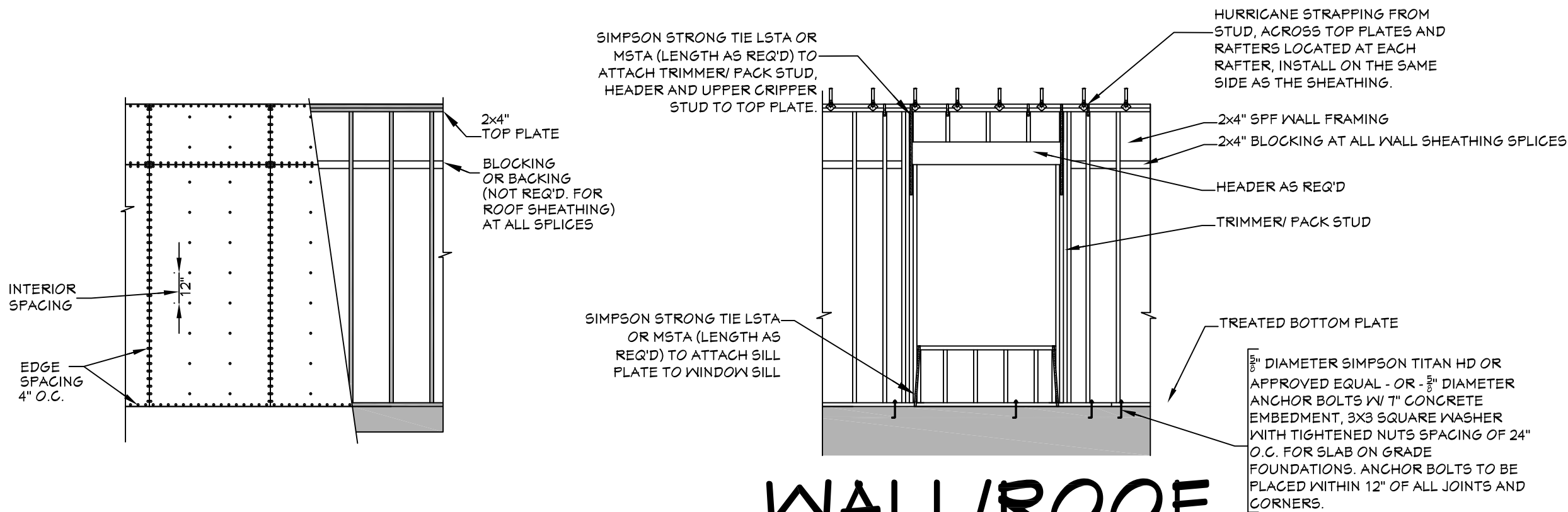
502 TYP. ROOF BRACING
SCALE..... N.T.S.

CEILING JOIST SPANS		
CEILING JOIST SPANS FOR SOUTHERN PINE SPECIES (UNINHABITABLE ATTICS WITH LIMITED STORAGE, LIVE LOAD = 20psf, L/A=240) DEAD LOAD = 10psf)		
IF HABITABLE ATTIC SPACE IS DESIRED, REFER TO THE INTERNATIONAL RESIDENTIAL CODE, SPAN TABLES.		
SIZE	SPACING (INCHES)	VISUALLY GRADED #2 SOUTHERN PINE (MAXIMUM CEILING JOIST SPANS) (FT. - IN.)
2 x 4	12.0	9-3
	16.0	8-0
	19.2	7-4
	24.0	6-7
2 x 6	12.0	13-11
	16.0	12-0
	19.2	11-0
	24.0	9-10
2 x 8	12.0	17-7
	16.0	15-3
	19.2	13-11
	24.0	12-6
2 x 10	12.0	20-11
	16.0	18-1
	19.2	16-6
	24.0	14-9

NOTES:
The above tables are based on the IRC 2018 TABLE R802.5.1(2)

RAFTER SPANS		
RAFTER SPANS FOR SOUTHERN PINE SPECIES LIVE LOAD=30psf, L/A=180 DEAD LOAD = 10psf		
SIZE	SPACING (INCHES)	SPANS (MAXIMUM RAFTER SPANS BETWEEN BRACING) (FT. - IN.)
2 x 6	12.0	12-11
	16.0	11-2
	19.2	10-2
	24.0	9-2
2 x 8	12.0	16-4
	16.0	14-2
	19.2	12-11
	24.0	11-7
2 x 10	12.0	19-5
	16.0	16-10
	19.2	15-4
	24.0	13-9
2 x 12	12.0	22-10
	16.0	19-10
	19.2	18-1
	24.0	16-2

NOTES:
The above tables are based on the IRC 2018 TABLE R802.4.1(3)



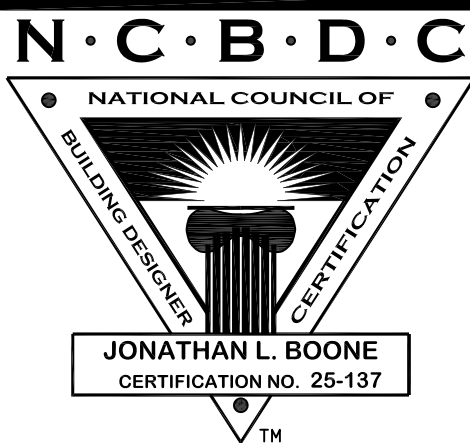
NAIL SIZE SPACING FOR WALL SHEATHING	
8d NAILS MIN. OF 7/16" O.S.B. EDGE SPACING = 4" O.C. INTERIOR SPACING = 12" O.C.	

NAIL SIZE SPACING FOR ROOF SHEATHING	
8d NAILS MIN. OF 7/16" O.S.B. EDGE SPACING = 4" O.C. INTERIOR SPACING = 4" O.C.	

- NOTES:
1. ALL EXTERIOR SHEATHING TO EXTEND FROM BOTTOM OF BOTTOM PLATE TO THE TOP OF THE TOP PLATES.
 2. PROVIDE 2X4 OR GREATER COLLAR TIES ON EACH RAFTER IN THE UPPER THIRD OF ATTIC AND ATTACHED TO RAFTERS WITH 5 - 10d NAILS ON EACH SIDE.
 3. SHINGLES OR OTHER ROOF MATERIALS TO BE FASTENED AS PER MANUFACTURERS INSTRUCTIONS FOR HIGH WIND APPLICATIONS.
 4. EXTERIOR WALL FINISHES TO BE INSTALLED AS PER MANUFACTURERS INSTRUCTIONS BASED ON HIGH WIND APPLICATIONS.

503 WALL/ROOF FASTENING DETAILS
SCALE..... 1/4" = 1'-0"

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Pre-Drawn Plan ID:
BB-1292

Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

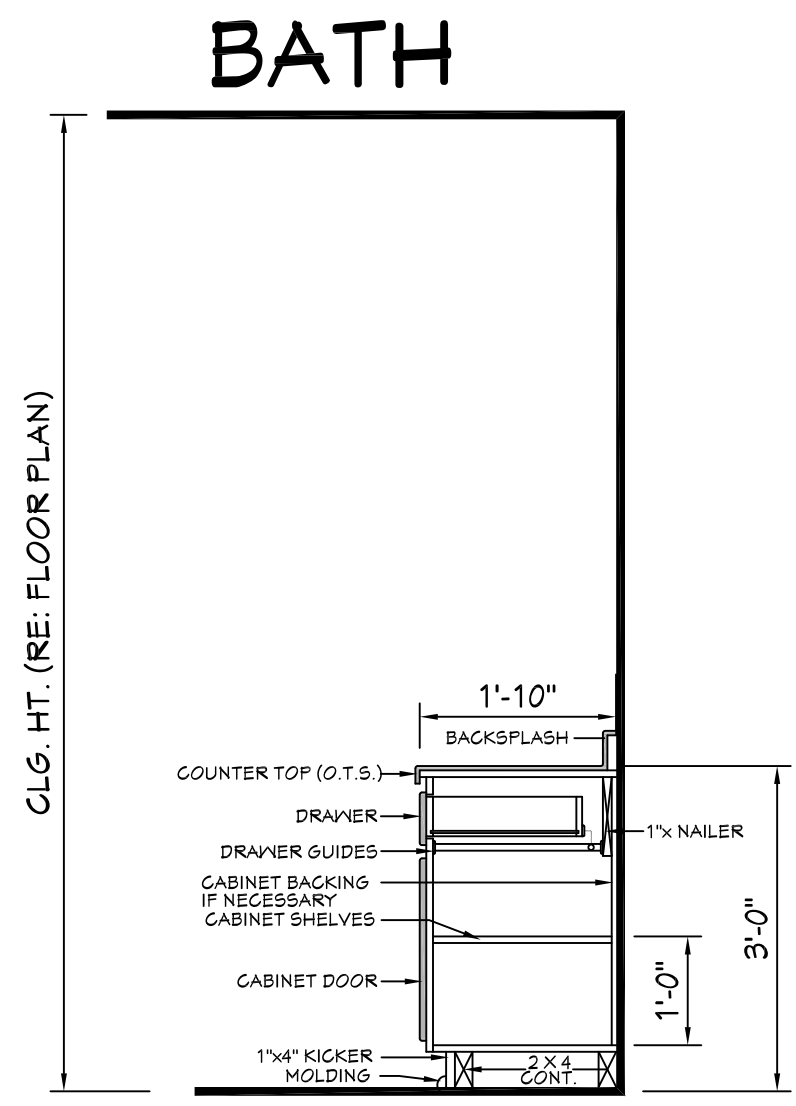
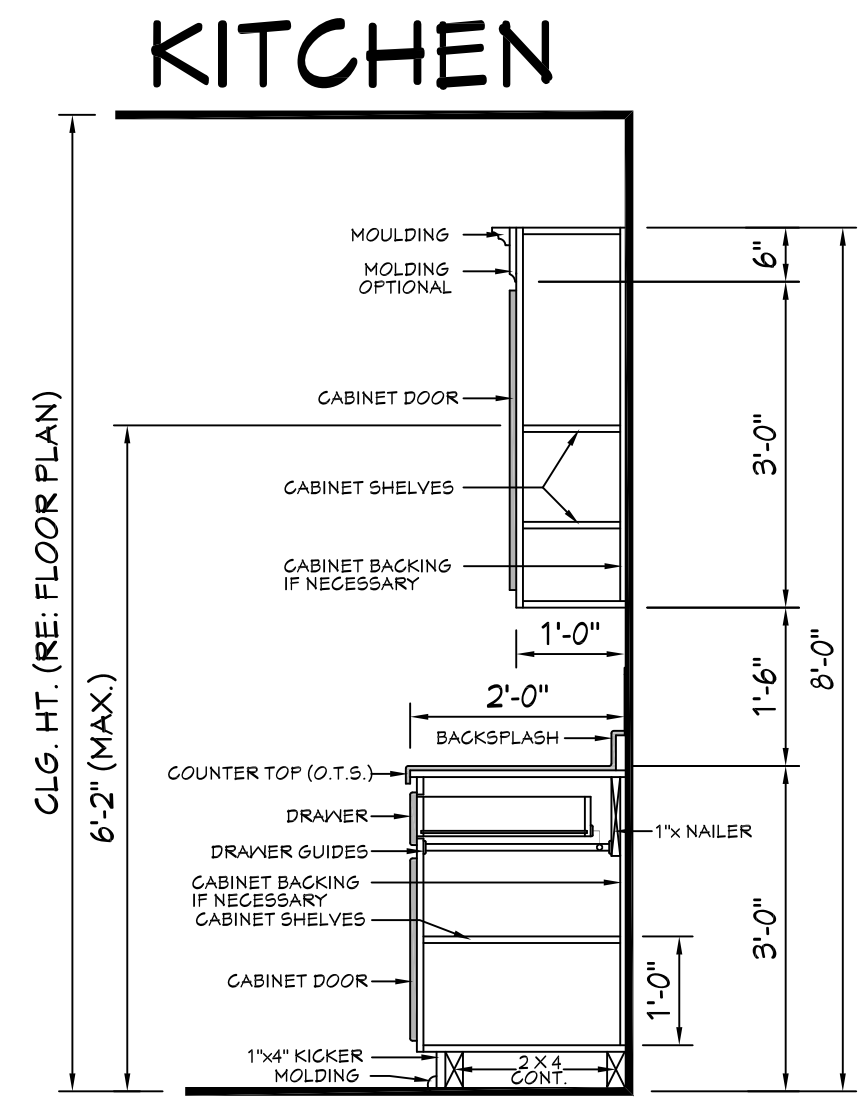
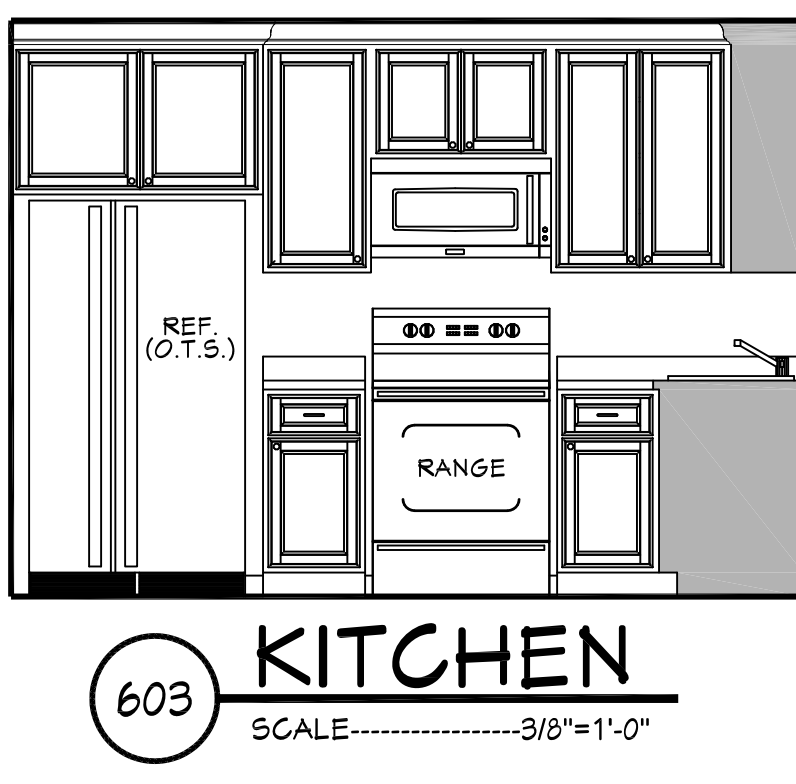
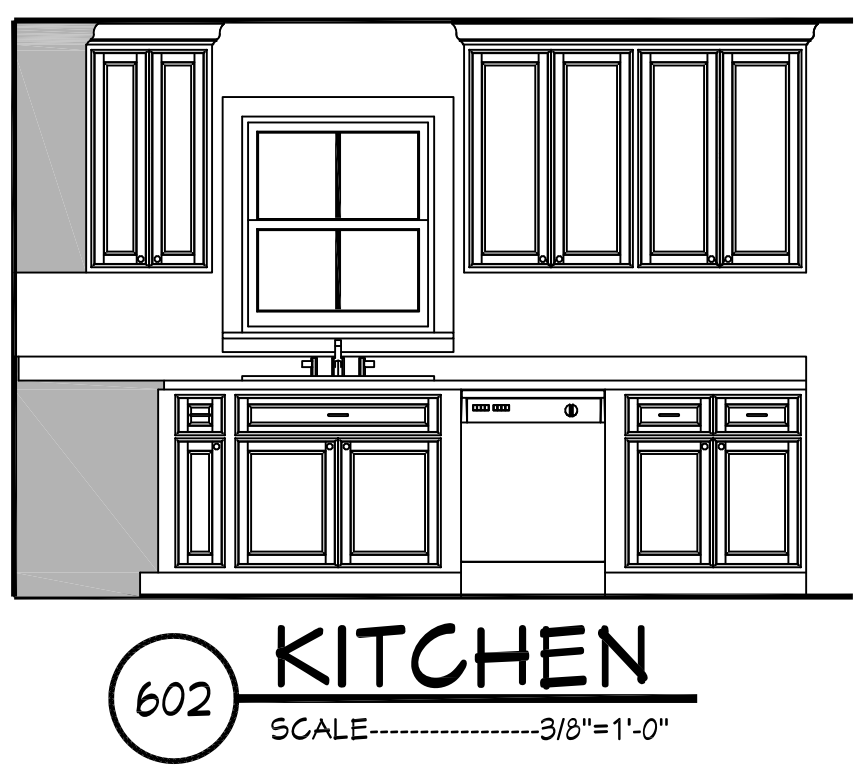
5

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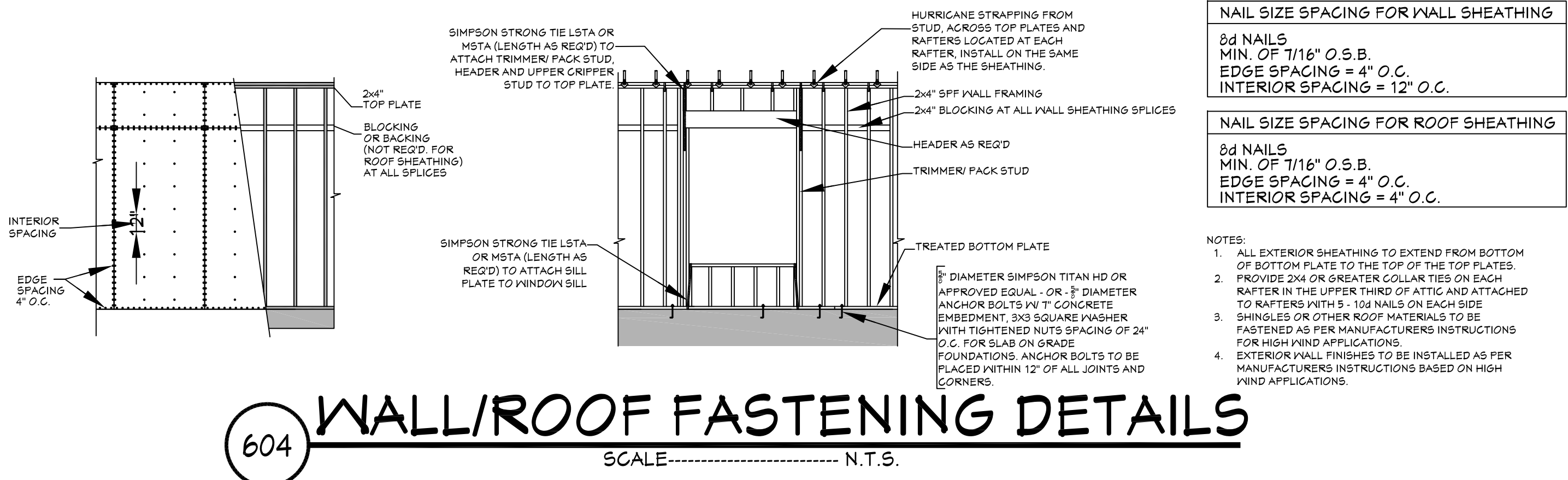
- CROSS SECTION NOTES:**
1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
 2. ALL RIDGE BEAMS, HIP RAFTERS, & VALLEY RAFTERS TO BE 2" x 10", OR AS REQ'D BY ENGINEER.
 3. CONTRACTOR TO PROVIDE RAFTER BRACING TO MEET APPLICABLE CODES.
 4. CONTRACTOR TO THOROUGHLY WATERPROOF ALL EXTERIOR INTERSECTIONS AS PER CODE AND TYPICAL BUILDING PRACTICES.
 5. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
 6. ALL LUMBER SIZES AND SPACING TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
 7. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D. BY CURRENT CODES.



601 **CROSS SECTION**
SCALE-----3/8"=1'-0"



605 **TYP. CAB. SECTIONS**
SCALE-----N.T.S.



604 **WALL/ROOF FASTENING DETAILS**
SCALE-----N.T.S.

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NATIONAL COUNCIL OF
BUILDING DESIGNERS

CERTIFICATION

JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:

BB-1292

Date:
10/07/19

Drawn By:
R.B.W.

SHEET NUMBER

6

House Plan Zone, LLC, has exercised great care and effort in the development of these plans and the completion of these construction documents. However, the user assumes full responsibility for the use of these plans. House Plan Zone, LLC, makes no representation or warranty, expressed or implied, as to the accuracy or completeness of these plans. The user assumes full responsibility for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC, highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction. Other special conditions required by local building codes. All dimensions to be verified on site prior to construction. If a foundation plan has been included in these plans, it is general in nature and shall be verified by a licensed engineer prior to construction.

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

Abilene Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2553 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

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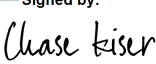
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AGREED:

DEVELOPER
Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

Signed by:

By (signature) D9D7D8C5F6BB4F5...
Name (printed): Chase Kiser
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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BETWEEN THE CITY OF ABILENE AND**

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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2557 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

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- 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 Abilene Custom Homes its successors or assigns.

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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.
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AGREED:

DEVELOPER
Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

By (signature):  Signed by: Chase Kiser
D9D7D8C5F6BB4F5...
Name (printed): Chase Kiser
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

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

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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2561 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

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- 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.
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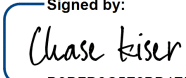
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AGREED:

DEVELOPER

Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

Signed by:

By (signature): D9D7D8C5F6BB4F5...

Name (printed): Chase Kiser

Title: Principal

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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**

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- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
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- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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AGREED:

DEVELOPER
Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

Signed by:
By (signature) Chase Kiser
D9D7D8C5F6BB4F5...
Name (printed): Chase Kiser
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Abilene Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2565 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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- 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.
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AGREED:

DEVELOPER
Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

By (signature):  Signed by:
D9D7D8C5E6BB4E5
Name (printed): Chase Kiser
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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BETWEEN THE CITY OF ABILENE AND**

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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2569 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
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II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
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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::

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AGREED:

DEVELOPER
Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

By (signature):  Signed by:
D0D7D8C6F68B4F5...
Name (printed): Chase Kiser
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

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APPROVED AS TO FORM:

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BETWEEN THE CITY OF ABILENE AND**

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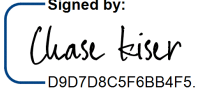
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- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire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

Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

By (signature):  Signed by:
D9D7D8C5F6BB4F5...

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Abilene Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2573 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

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

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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- 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.
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AGREED:

DEVELOPER
Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

By (signature):  Signed by:
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Name (printed): Chase Kiser
Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

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

Abilene Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2577 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
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- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
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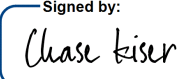
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SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER

Abilene Custom Homes
234 Spring Gap Ave
Abilene, TX 79606
325.669.2856
Abilenecustomhomes@gmail.com

Signed by:

By (signature): D9D7D8C5F6BB4F5...

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

Economic Development Agreement





- Abilene Custom Homes is proposing to build a newly constructed affordable home located at 2569, 2565, 2563, 2571, 2561, 2557, 2573, 2553, 2577 Bel Air Dr.
- Homes are approximately 1250 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 20. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Mayhem Solutions for 2733 and 2741 Orange St. (Tim Littlejohn)

GENERAL INFORMATION

Economic development agreement with Mayhem Solutions for 2733 and 2741 Orange St for new-build single family residences as part of the RebuildAbi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Mayhem RESOLUTION NO
2. Exhibit A 2733 Orange_Mayhem Solutions plans

3. Exhibit B 2741 Orange_Mayhem Solutions plans
4. Mayhem Solutions New Construction Ch 380 agreement_2733 Orange
5. Mayhem Solutions New Construction Ch 380 agreement_2741 Orange
6. Mayhem Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND MAYHEM SOLUTIONS REGARDING 2741 Orange St, 2733 Orange St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 21st day of November, 2024, by and between Mayhem Solutions, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2741 Orange St, and 2733 Orange St, in Abilene, Taylor County, Texas (the “Project Areas”); and

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

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

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

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

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

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

ADOPTED on the 21st day of November, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	2036	84"	TEMPERED	SINGLE HUNG
W02	1	3050	84"		SINGLE HUNG
W03	4	6050	84"		MULLED UNIT
W04	1	2030	84"		SINGLE HUNG
W05	1	2030	84"	TEMPERED	SINGLE HUNG

1. ALL 8' PLATES EXCEPT WHERE OTHERWISE NOTED.
2. 2X6 WALLS DIMENSIONED AT 5-1/2". 2X4 WALLS DIMENSIONED AT 3-1/2".
3. HVAC IN ATTIC.
4. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.

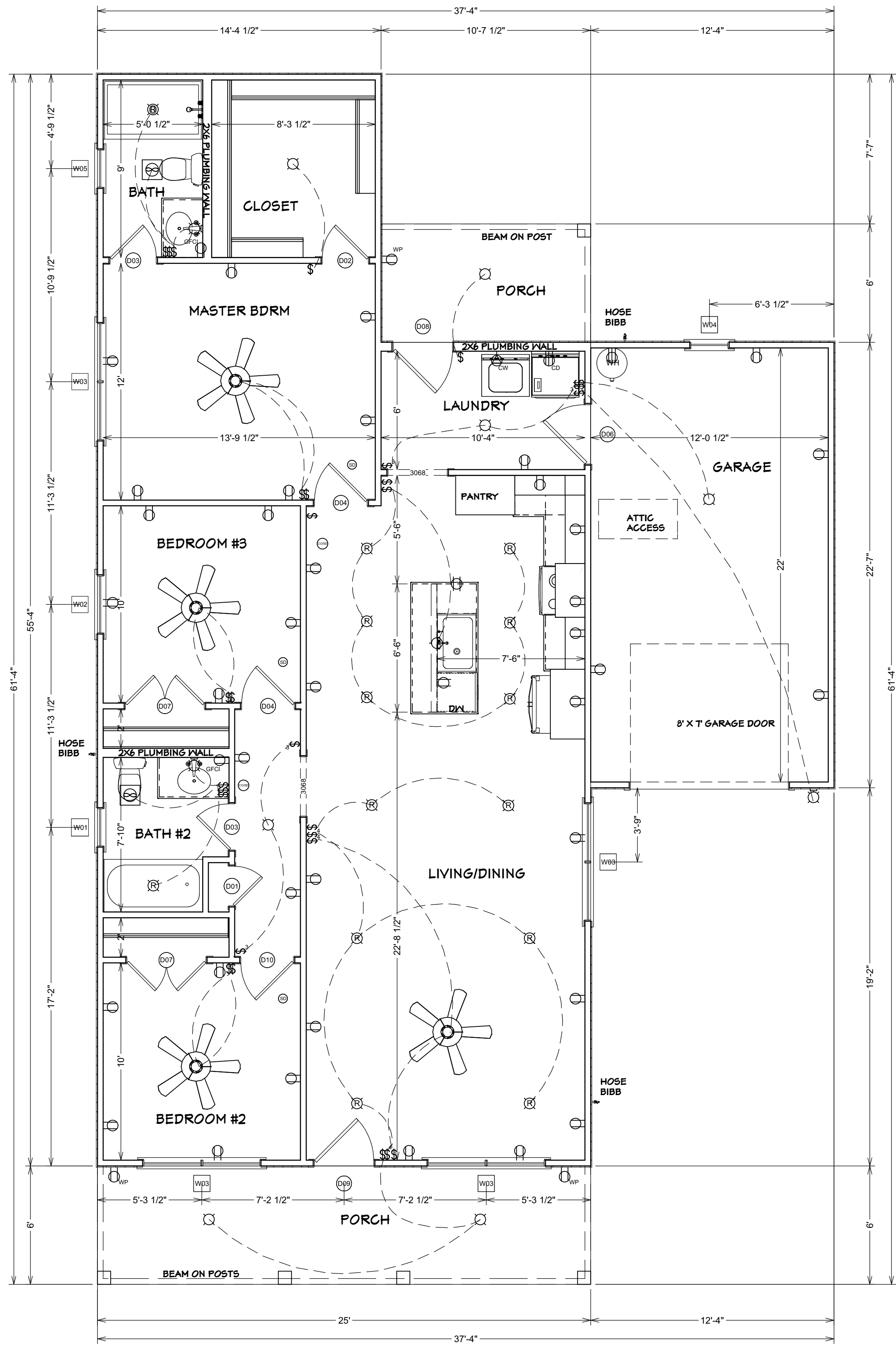
TOTAL SQUARE FOOTAGE: 1182
PORCHES: 214
GARAGE: 335
TOTAL SLAB SQ FT: 1731



Foundation

2733 ORANGE STREET

MAYHEM SOLUTIONS			
Date: OCT 2024	Scale: 1/4" = 1'	1182 Sq. Ft.	gpr
FLOOR, FOUNDATION, ROOF PLAN & ELEVATIONS			
Page #: 1 OF 1		Drawing #: WRIGHT-24-1182	



FLOOR PLAN 1/4 in = 1 ft

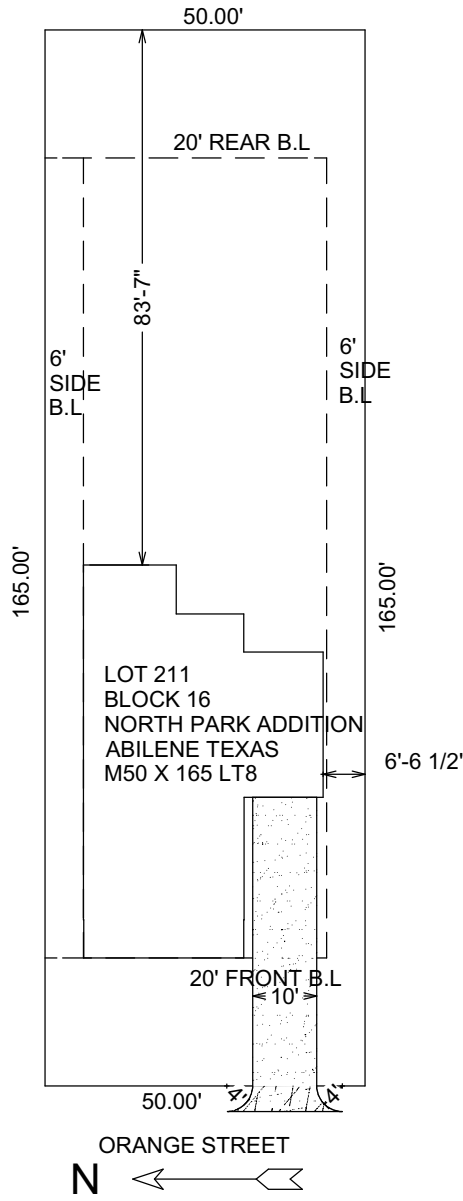
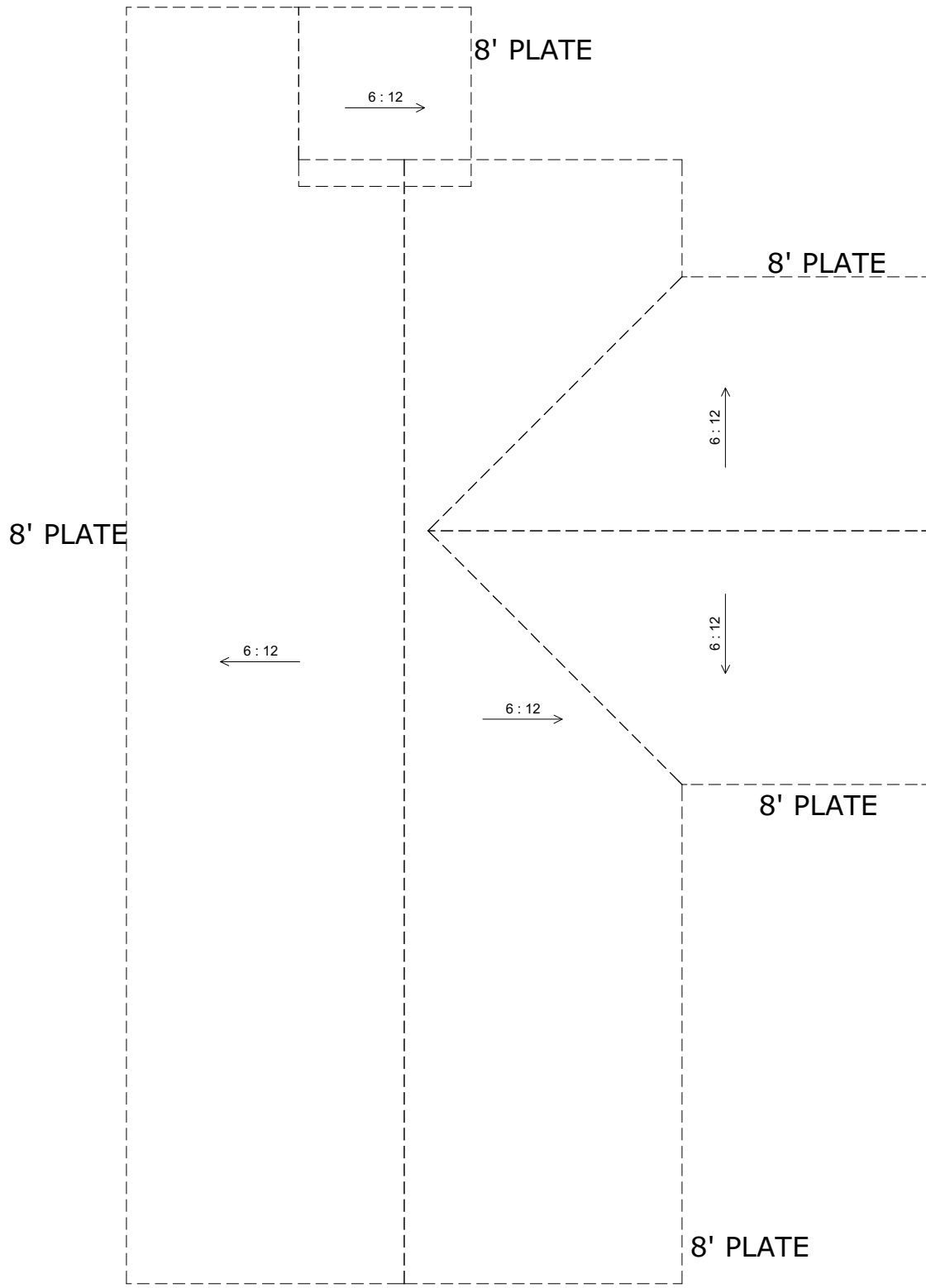
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		1
D02	2468 R IN	HINGED	1 3/8"		1
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	4068 L/R IN	DOUBLE HINGED	1 3/8"		2
D08	3068 R EX	HINGED	1 3/4"	REAR PORCH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

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	2030	84"	TEMPERED	SINGLE HUNG
W02	1	3050	84"		SINGLE HUNG
W03	4	6050	84"		MULLED UNIT
W04	1	2030	84"		SINGLE HUNG
W05	1	2030	84"	TEMPERED	SINGLE HUNG

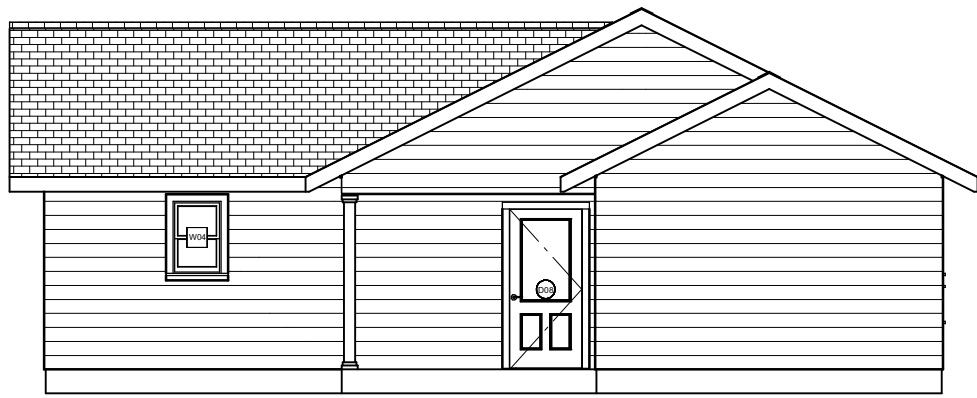
NOTES:

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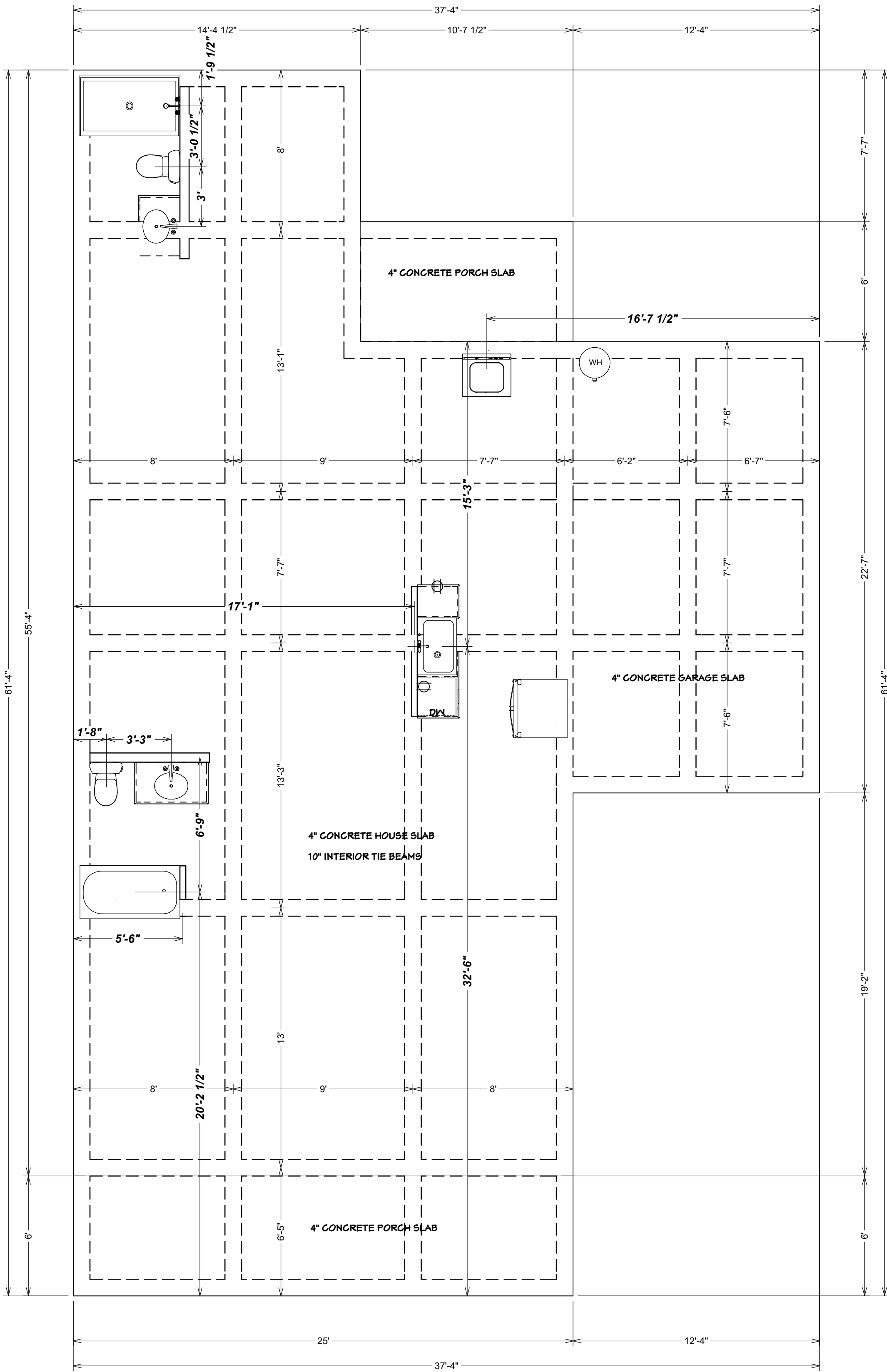
TOTAL SQUARE FOOTAGE: 1182
PORCHES: 214
GARAGE: 335
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plot 1 in = 30 ft

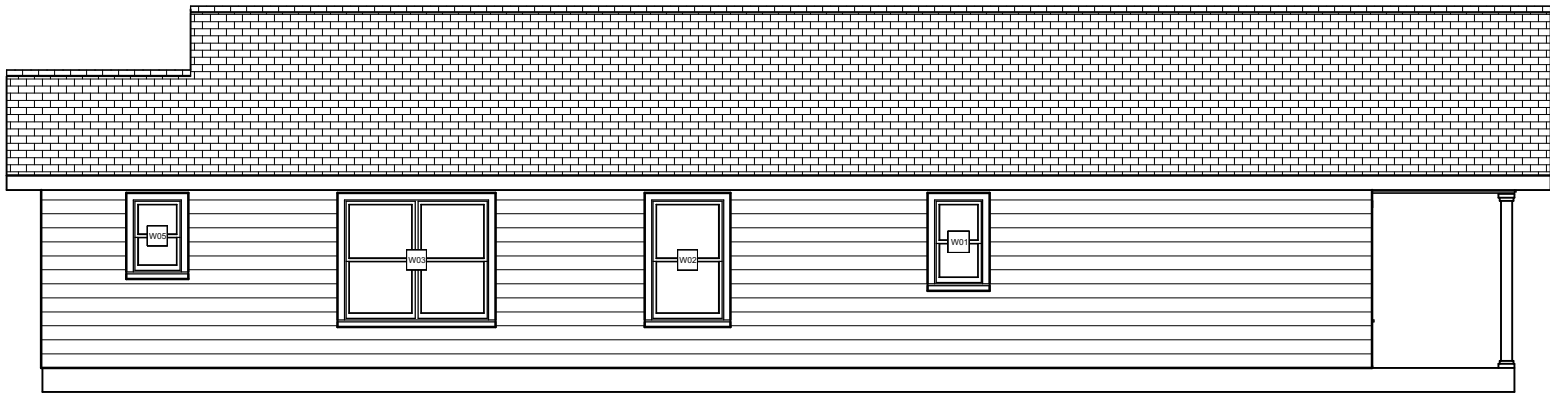


REAR ELEVATION

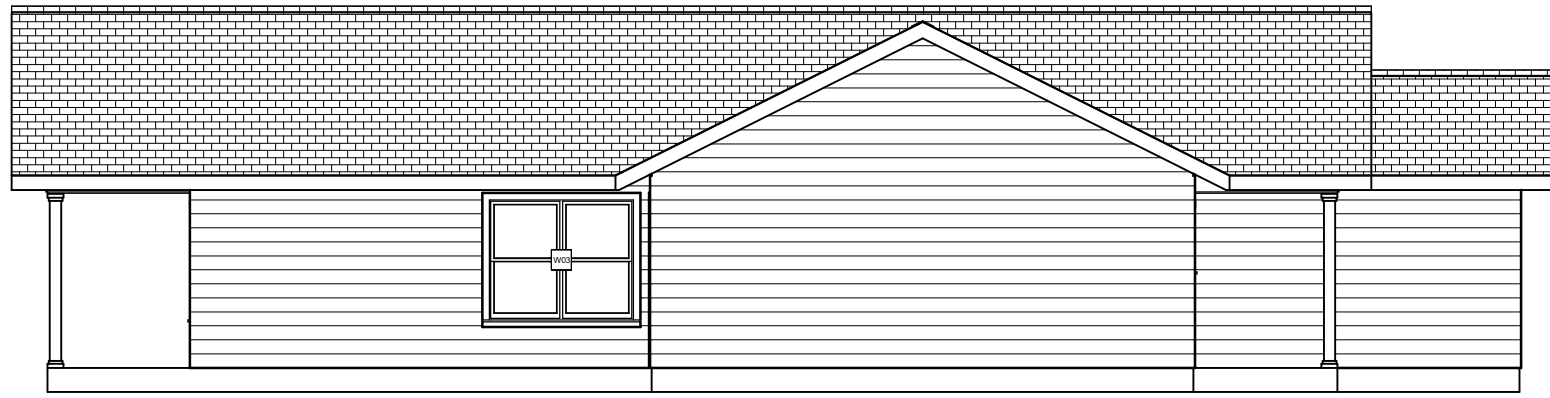


CONCRETE AREA
1731 SQ FT

Foundation



RIGHT ELEVATION



LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft

2741 ORANGE STREET			
MAYHEM SOLUTIONS			
Date: OCT 2024	Scale: 1/4" = 1'	1182 Sq. Ft.	gpr
FLOOR, FOUNDATION, ROOF PLAN & ELEVATIONS			
Page #: 1 OF 1		Drawing #: WRIGHT-24-1182	

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RECITALS

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

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

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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 Mayhem Solutions 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 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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

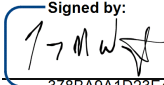
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Mayhem Solutions
1034 S Leggett
Abilene, TX 79605
325.320.8585
Jeremymwright@hotmail.com

By (signature):  Signed by: _____
378BA9A1D23E475...

Name (printed): Jeremy Wright

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND
Mayhem Solutions Homes**

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Mayhem Solutions Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 2741 Orange St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

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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:

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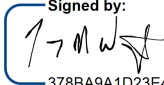
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- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the 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

Mayhem Solutions
1034 S Leggett
Abilene, TX 79605
325.320.8585
Jeremymwright@hotmail.com

By (signature):  Signed by:
378BA9A1D23E475

Name (printed): Jeremy Wright

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

Economic Development Agreement





- Mayhem Solutions is proposing to build a newly constructed affordable home located at 2741 and 2733 Orange St.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 21. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into an economic development agreement with Kris Gay Homes for 1349 Peach St(*Tim Littlejohn*)

GENERAL INFORMATION

Entering into an economic development agreement with Kris Gay Homes for 1349 Peach St for a new-build single family residence as part of the RebuildAbi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Kris Gay RESOLUTION NO
2. Exhibit A 1349 Peach St_Kris Gay plans
3. Kris Gay Homes New Construction Ch 380 agreement_Nov 2024

4. Kris Gay Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND KRIS GAY HOMES REGARDING 1349 Peach St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 21st day of November, 2024, by and between Kris Gay Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 1349 Peach St, in Abilene, Taylor County, Texas (the “Project Areas”); and

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

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

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

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

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

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

ADOPTED on the 21st day of November, 2024.

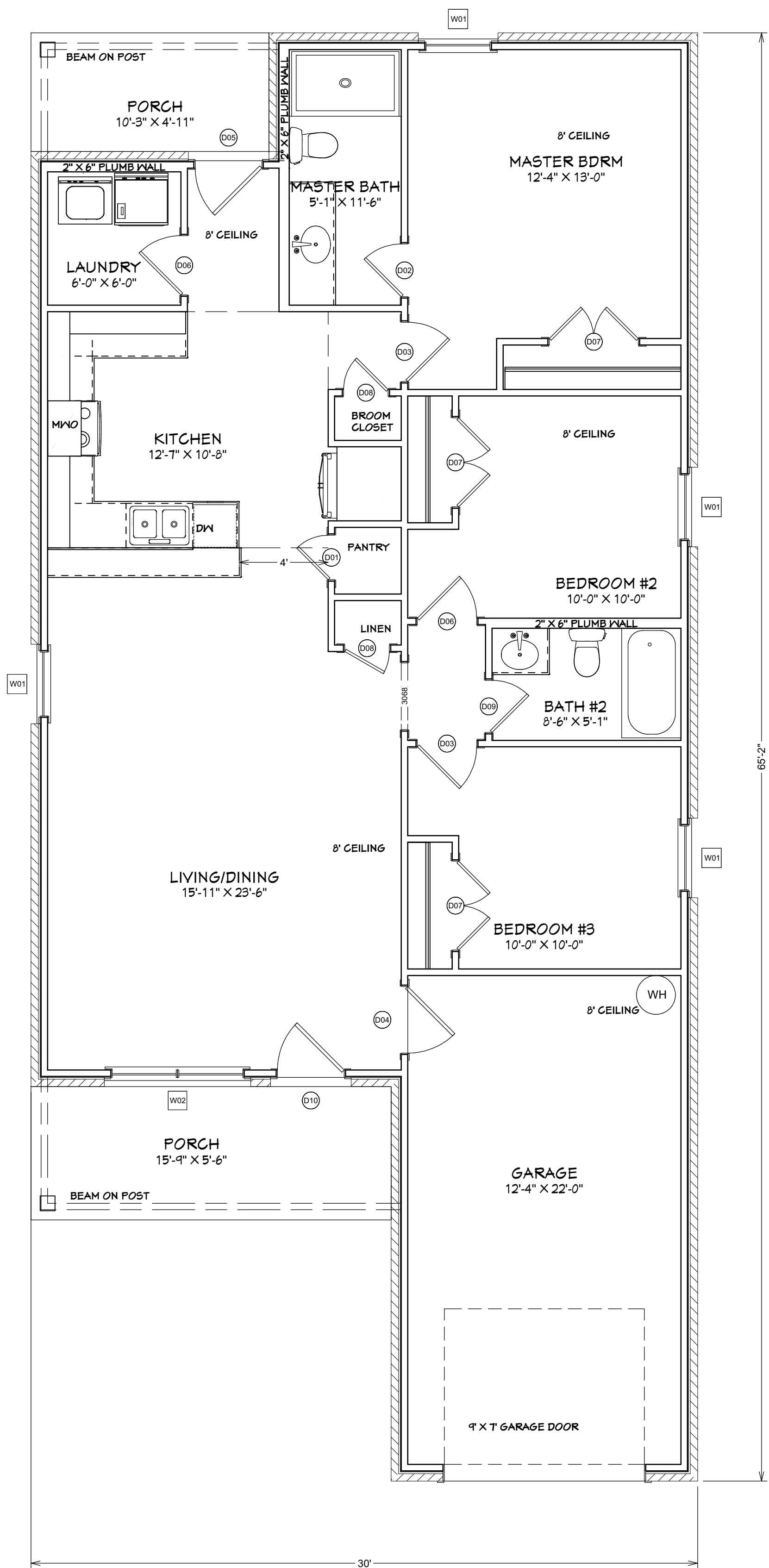
ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

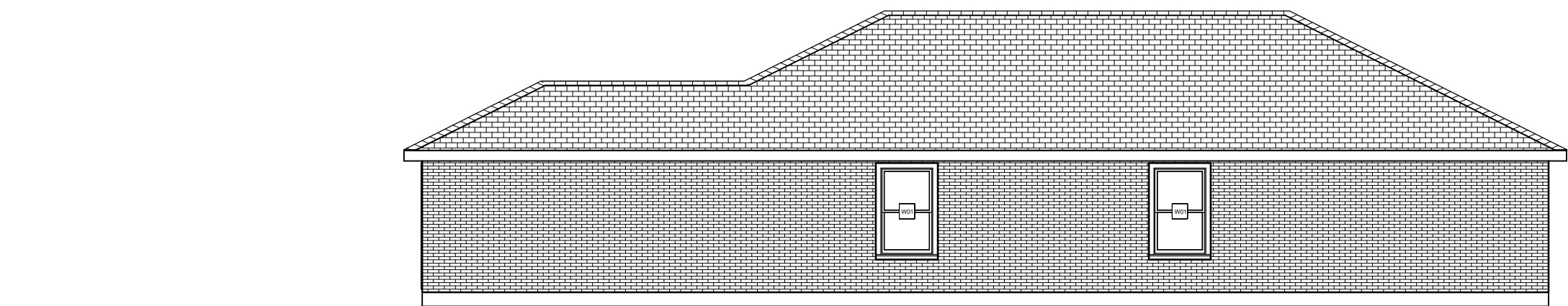
Stanley Smith, City Attorney



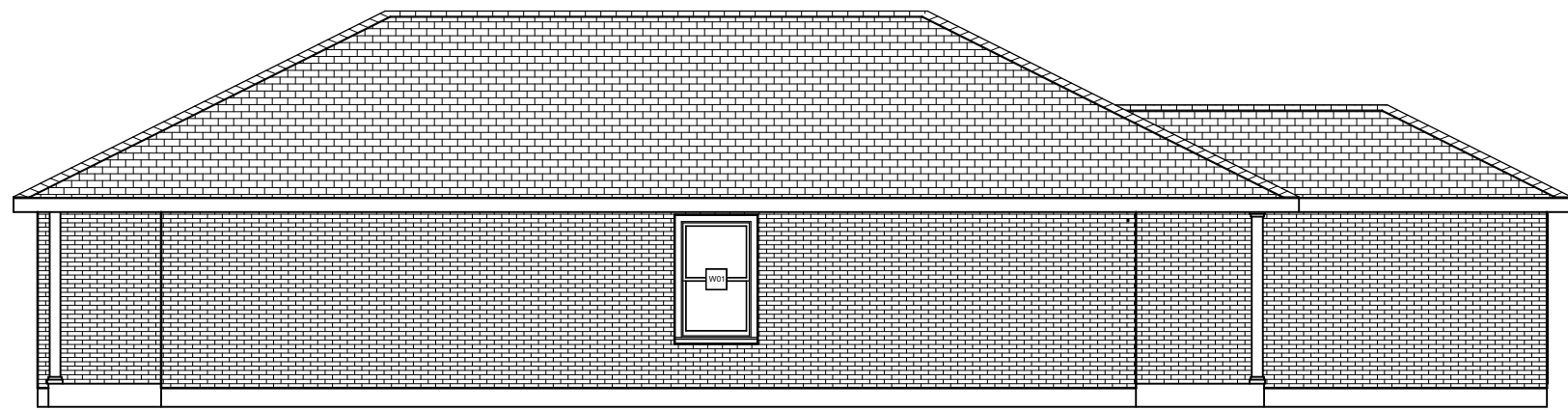
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		1
D02	2468 L IN	HINGED	1 3/8"		1
D03	2868 R IN	HINGED	1 3/8"		2
D04	3068 L EX	HINGED	1 3/4"		1
D05	3068 L EX	HINGED	1 3/4"	GLASS	1
D06	2868 L IN	HINGED	1 3/8"		2
D07	4068 L/R IN	DOUBLE HINGED	1 3/8"		3
D08	2068 R IN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

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	TYPE	COMMENTS
W01	4	3050	84"	DOUBLE HUNG	
W02	1	6050	84"	MULLED UNIT	

LIVING AREA
1300 SQ FT



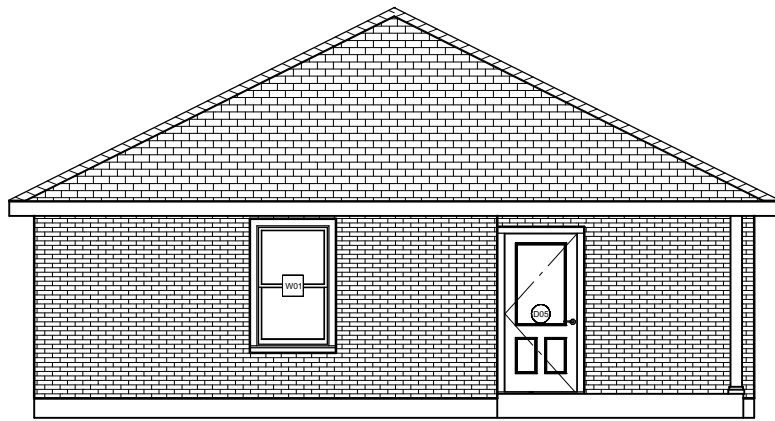
RIGHT ELEVATION



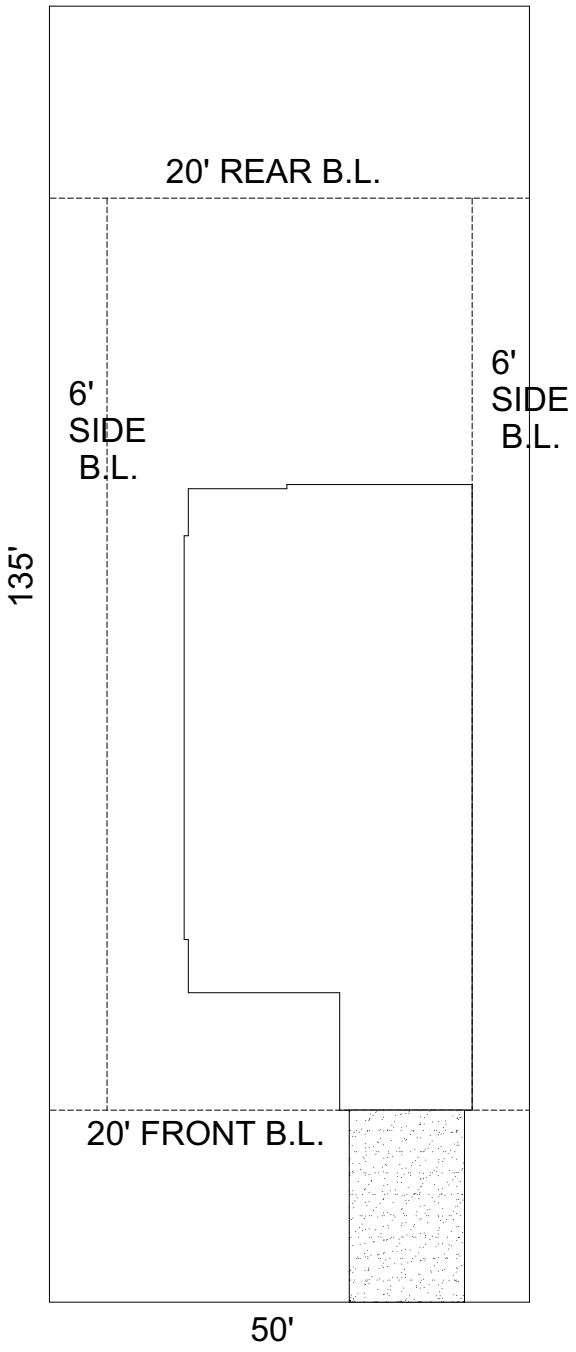
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



plot 1 in = 20 ft

1349 PEACH ST.
Abilene, TX 79602

KRIS GAY ROUGH DRAFT #1			
Date: OCT 2024	Scale: 1/4" = 1'	SQ FT	gpr
FLOOR PLAN AND ELEVATIONS			
Page #: 1 OF 2	Drawing #:		

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

Kris Gay Homes

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Kris Gay Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 1349 Peach St.. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
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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.
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- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

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

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

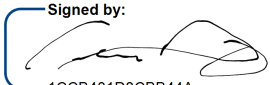
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or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

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

AGREED:

DEVELOPER

Kris Gay Homes
5849 Legacy Dr.
Abilene, TX 79606
325.660.2550
Buildingabilene@gmail.com

By (signature):  Signed by: _____
1CCB401D3CBB44A...

Name (printed): Kris Gay

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Meeting

Economic Development Agreement





- Kris Gay Homes is proposing to build a newly constructed affordable home located at 1349 Peach St.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





City Council Agenda Memo

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Annette Lerma, Director

SUBJECT: 22. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve the Abilene-Taylor County Public Health District's Charity Care Program. (Annette Lerma)

GENERAL INFORMATION

The health district's policy has been to provide critical prevention services to residents regardless of ability to pay. There has never been a mechanism for reimbursement outside of state and federal grants until the establishment of a Charity Care Reimbursement Program provided through the Medicaid 1115 waiver. This program will allow us to recover not only a portion of the out of pocket costs of staff time and supplies, but additional overhead costs related to the care of patients such as utilities, building costs, etc...

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

While there will be a delay in our reimbursement for services, we anticipate that we will at minimum break even and likely exceed the revenue earned through our current fee for service model as all other health departments participating have reported. In the ppt presentation, there is a breakdown of all revenue earned over the past three years. While this provides a total, there is no documentation available to determine which of the self pay patients would have been eligible for charity care to make a more calculated prediction of potential revenue through the charity care model. This is rectified through our new electronic health record system and the ability to track billing and co-pays.

STAFF RECOMMENDATION

approval

BOARD OR COMMISSION RECOMMENDATION

Our Health Advisory Board heard the charity care presentation on November 14, 2023 and voted unanimously to recommend approval.

ATTACHMENTS:

1. 2024 Resolution_ATCPHD Charity Care Program_11.21.2024
2. City Council Presentation_Charity Care_11.21.2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE A CHARITY CARE PROGRAM FOR THE RESIDENTS OF ABILENE-TAYLOR COUNTY.

WHEREAS, the Local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code, Allows municipalities, counties, or hospital districts to establish and operate public health departments to serve the community's health needs.

WHEREAS, the City of Abilene, Texas and Taylor County, Texas, have created the Abilene-Taylor County Public Health District to provide public health services in this region; and

WHEREAS, 15.9 percent of Taylor County residents are identified as uninsured, and

WHEREAS, 15.8 percent of Taylor County residents are living at or below the federal poverty limit , and

WHEREAS, the mission of public health according to the American Public Health Association is to protect and promote the health of their residents and communities; and

WHEREAS, a Charity Care Program closes the gap for vulnerable populations by providing access to vital prevention and health care services; and

WHEREAS, a community thrives when all of its members are healthy and have opportunities to pursue good health.

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

PART 1. That the Abilene-Taylor County Public Health District is authorized to offer a Charity Care Program for citizens of Taylor County.

PART 2. That those meeting the criteria as outlined in the Charity Care Policy be provided qualifying health care services at no cost to them.

PART 3. That the leadership of the Abilene-Taylor County Public Health District submit a cost report to the Health & Human Services Commission by November 14, 2025 for the period of Oct 1, 2024 – September 30, 2025 for the purpose of reimbursement for all eligible costs.

PART 4. That this Resolution shall be effective immediately upon adoption.

ADOPTED this 21st day of November, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

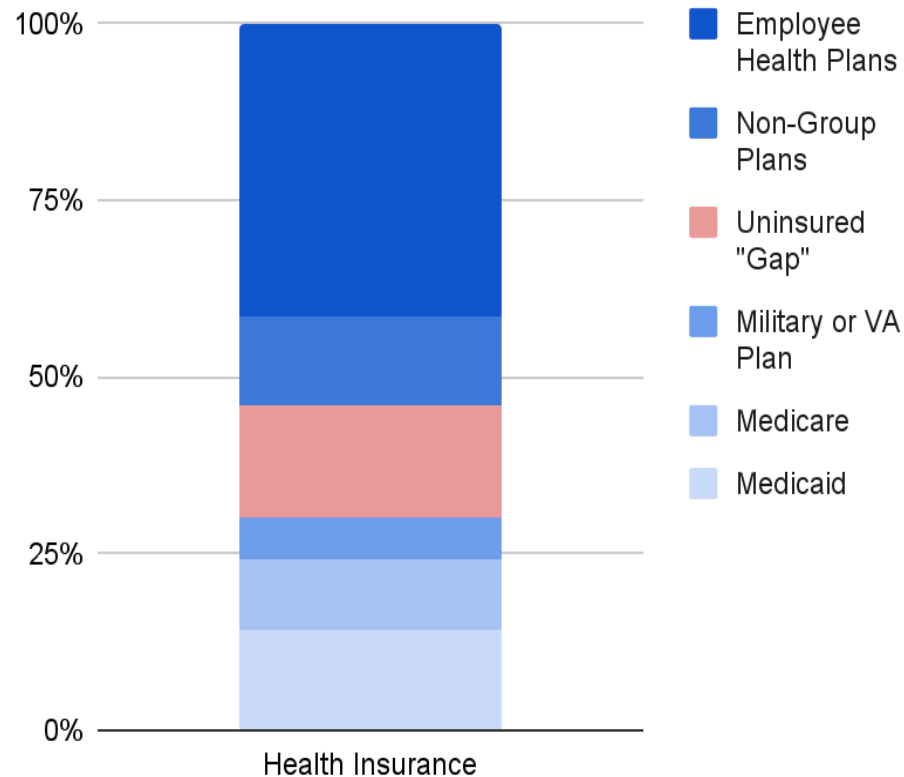
Resolution to approve a Charity Care Program for the ATCPHD





Addressing “The Gap”

Taylor County Health Insurance Coverage



- 16% (19K) residents of Taylor County are uninsured
- Some use ATCPHD and pay cash
- But, many go without being seen and result in STDs, hospitalizations, unwanted pregnancies, communicable disease spread, etc.
- The State’s Charity Care Program addresses this “Gap” and provides for reimbursement of the cost of care



Uninsured: No commercial or governmental health insurance coverage



Authority

- The Public Health Provider Charity Care Pool (PHP-CCP) is a funding source under the Medicaid 1115 waiver that will run through 2030.
- Total funding pool for Texas initially was \$500 million that is shared amongst all eligible participating entities.
- Per Texas Administrative Code RULE §355.8215:

“PHP-CCP is designed to allow qualified providers to receive reimbursement for the cost of delivering healthcare services, including behavioral health services, vaccine services, public health services, and other preventative services, when those costs are not reimbursed by another source.”





Highlights

- PURPOSE: Protect and promote the general population's health and prevent higher cost interventions such as hospitalizations.
- ELIGIBILITY for ENTITY PARTICIPATION:
 - ✓ Must provide billable medical & preventative services
 - ✓ Indicate the department is a qualifying provider
 - ✓ Attend annual PHP-CCP financial training
 - ✓ Have an established charity care policy
 - Submit an annual cost report for previous Fiscal Year
 - Certify costs in a manner specified by HHSC
 - Certify that no part of the payment will be used to pay a contingency fee





Reimbursement Details

- Reimbursement is based on a percentage of medical expenditures on uninsured people who fit within our charity care policy.
- Based on both direct and indirect costs

Harris Co =	\$12.6M
Houston =	\$10.7M
Corpus Christi =	\$1.95M
Dallas =	\$1.44M
San Antonio =	\$1.9M
Lubbock =	\$55K

These amounts = last FY
reimbursements, and show how
the reimbursement process works





ATCPHD Charity Care Eligibility Criteria

- Based on individualized determination of financial need
- Only uninsured patients are eligible for the program
- Must reside in Taylor County and meets one or more of the following financial hardship criteria:
 - Experiencing homelessness
 - Eligible for Medicaid at time of service, but do not have Medicaid
 - Eligible for WIC, food stamps, or TANF
 - Eligible for rent voucher from federal/state housing authority
 - Household income at or below 300% of the current federal poverty level





Risks and Impacts of Participation

In order to participate in the program, we would forego a portion of the cash payments for those patients that qualify for the Charity Care Program.

Fiscal Year	Total ATCPHD Cash Payments
2022	\$63.7K
2023	\$74.2K
2024	\$77.6K

Notes:

Data not available to determine what portion of the above cash payments would be charity care eligible patients

Clinical areas include Immunizations, Lab, Mercy Clinic, STD/HIV Clinic and TB Clinic





Recommendation

- We request approval to participate in the Charity Care Program
 - It is in-line with the goals of improving the health of all resident of Abilene and Taylor County
 - The policy of the Public Health Department has always been that we do not turn people away for inability to pay as the services we provide are intended to have a greater reach than just direct treatment for an individual patient. This process provides an avenue for reimbursement for a portion of that care





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **23. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to Daiken Applied America's, Inc. using TIPS Contract #T22010601 for Chiller Repairs at Abilene Convention Center (Lesli Andrews)**

GENERAL INFORMATION

The chillers at Abilene Convention Center were installed in 2012 and are in need of some repairs. The chillers are approximately halfway through their life expectancy.

Chiller 1 Circuits 1 and 2 need the compressor and filter drier replaced as well as repair of a faulty shut-off valve. The cost to repair Chiller 1 is \$139,154.34.

The repairs should only take a couple of days and be completed within 30 days. We will work with the Abilene Convention Center staff to make sure there are no interruptions to scheduled reservations.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The \$139,154.34 for repairs will be paid from the Abilene Convention Center Project Funds.

STAFF RECOMMENDATION

Staff recommends approving the contract with Daiken for the chiller repairs at the Abilene Convention Center.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_11_21 Resolution Daiken Applied America Chiller Repair
2. 24_11_21 Daikin Chiller Repair Contract
3. City of Abilene - Quote Convention Center Chiller 1 Compressor Replacements - 10-16-24 (TIPS - 326934)
4. 24_11_21 Presentation - City and Daiken Applied America1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DAIKEN APPLIED AMERICA’S, INC. FOR CHILLER REPAIRS AT ABILENE CONVENTION CENTER.

WHEREAS, the City seeks to contract with Daiken Applied America’s, Inc to conduct repairs on a chiller located at the Abilene Convention Center; and

WHEREAS, Daiken Applied America’s, Inc. is an authorized contractor through contract #T22010601 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Daiken Applied America’s, Inc for repair of chiller located at the Abilene Convention Center in the amount of \$139,154.34.

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

ADOPTED this 21st day of November 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONSTRUCTION CONTRACT (Short Form)

This Contract dated the 21st day of November 2024, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Daiken Applied ("Contractor"), a Company organized under the laws of the State of Texas.

I. TERMS

In consideration of \$139,154.34 the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Contractor has fully performed the terms of this Contract and the City's agent is satisfied that the work has been completed with the terms of this Contract, the City's agent shall pay the Contractor in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Contractor if the City's agent determines that the Contractor failed to fully perform the work in accordance with the terms of this Agreement, in which case the Contractor shall bear all costs, including the cost to the City of hiring someone else, due to the Contractor's neglect, delay, or refusal to fulfill the terms of this Contract.

The City reserves the right to have its agent inspect the premises to determine whether or not the Contractor has fully complied with the terms of this Contract.

The City may appoint a Project Representative to assist in obtaining information from various City departments as requested by Contractor 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 Contractor. The City is interested only in the results obtained under this Contract; the manner and means of obtaining those results is solely under the Contractor's control.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 30 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

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

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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, licensee and invitees of Contractor.

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for thirty (30) days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

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

IX. 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.

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. 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, and interest. Contractor is responsible for ensuring that no indebtedness exists.

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy 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.

XIII. 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.

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must also furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the Contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Lesli Andrews, Director
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Nicholas Nelson, Account Representative
3243 Story Road West
Irving, TX 75038

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. 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 and the same instrument.

XVIII. STATUTORY VERIFICATIONS

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

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

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

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

Unless the Contractor is not subject to a provision above, the signatory executing this 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.

XIX. 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.

{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

CONTRACTOR

By: _____

By:  _____

Name: Robert Hanna

Name: Matthew Herbranson

Title: City Manager

Title: Assistant Secretary

ATTEST:

City Secretary

Federal Tax ID#: 41-0404230

APPROVED:

By: _____
City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Abilene Convention Center Chiller 1 service, repairs, and compressor replacement on both circuits. See attached Quote for details.

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 \$ per hour, or per the attached schedule, not to exceed \$.

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

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

OPTION 2 X

Payment is in a lump sum amount of \$139,154.34 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, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3

Payment is a fixed fee amount of \$ payable per 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, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

(End of Document)

DAIKIN APPLIED, TIPS SERVICE & REPAIR QUOTE



City of Abilene - Convention Center Chiller 1 Compressor Replacements - Service & Repair Quoted

Abilene Convention Center
1100 N 6th St
Abilene, TX 79604

TIPS Certified Proposal Number: T22010601-TX- 326934
TIPS Contract Number: T22010601
Quote #: Q-59741

Prepared for:

Christopher Liles
Division Manager
CITY OF ABILENE
Quote Document Date: 10/16/2024

Prepared by:

Nicholas Nelson
Account Representative
Phone: (972) 249-6728
E-mail: nicholas.nelson@daikinapplied.com
Daikin Applied Americas, Inc.



AWARDED VENDOR

Daikin Applied TIPS Contract Holder
Contract# 22010701, 22010702, 22010601, 22010602

Scope of Services

Daikin Applied Americas Inc. is pleased to offer the following Service & Repair Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Equipment:

- Chiller 1
 - Model: WMC250DBS-ER10
 - Serial: STNU121200106

Scope of Work:

1. Check in with site contact
2. Lock Out Tag Out Unit
3. Pull refrigerant
4. Remove circuit one compressor and filter drier
5. Install new circuit one compressor and filter drier
6. Repeat steps 4 & 5 for circuit two
7. Replace damaged shutoff valve
8. Recharge unit with refrigerant
9. Remove locks and tags
10. Put unit in operation
11. Confirm compressor function
12. Check out with site contact

Notes:

- Any additional refrigerant will be quoted separately
- All additional repairs quoted separately
- All work to be performed during normal working hours

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$139,154.34 (One Hundred Thirty Nine Thousand, One Hundred Fifty Four dollars and Thirty Four cents)

***Price does not include applicable sales tax**

This sale of Daikin's services, parts, and equipment is subject to the terms and conditions contained in TIPS Contract # T22010601 which are hereby incorporated by reference and shall take precedence over all conflicting terms and conditions, express or implied.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

Milestone billing

Payments shown below shall be made per the following Milestone billing amounts. Each amount shall be invoiced at the completion of each milestone and shall constitute Customer's acceptance of the Work. All payments are due upon receipt. This includes the scope of work provided by Daikin Applied as defined in this Quote and per the terms and conditions provided under separate cover.

Billing Milestone Name	Milestone Amount
30% Down	\$41,746.30
40% Upon Equipment Shipping	\$55,661.74
30% Upon Completion	\$41,746.30

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Christopher Liles
CITY OF ABILENE
PO BOX 60
ABILENE, Texas 79604

Site Address:
Abilene Convention Center
1100 N 6th St
Abilene, TX 79604

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.

Enter Into Contract with Daiken Applied America's, Inc. for Repairs to Chiller at Abilene Convention Center

November 21, 2024





General Information:

- Daiken Applied America's, Inc. will repair a chiller located at Abilene Convention Center.
- Daiken Applied America's, Inc. is an authorized contractor through contract #T22010601 of The Inter-Local Purchasing System (TIPS) purchasing co-op, and competitive bidding is not required.
- Contract amount of \$139,154.34.
- Cost to be funded from the Abilene Convention Center Project Funds.





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: **24. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing The Issuance Of City Of Abilene, Texas, Combination Tax And Limited Surplus Revenue Certificates Of Obligation; Establishing Procedures And Delegating Authority For The Sale And Delivery Of The Certificates; Providing An Effective Date; And Enacting Other Provisions Relating To The Subject *(Marjorie Knight)*

GENERAL INFORMATION

This ordinance will authorize the issuance of Certificates of Obligation up to \$8,300,000 for public safety and airport projects.

The \$8,300,000 includes \$7,761,839 for an Airport Ramp Project, \$475,310 for a Public Safety Microwave Communications Upgrade Project, and costs of issuance.

Hilltop Securities will be available at the meeting to discuss prospective pricing of the certificates. Pricing is scheduled to take place approximately November 25-26, 2024.

SPECIAL CONSIDERATIONS

Pursuant to Section 18 of the Abilene City Charter, only one reading is required for an Ordinance to issue bonds.

FUNDING/FISCAL IMPACT

Repayment of the bonds will be from annual ad valorem taxes beginning in FY 2026. Annual debt service is estimated at approximately \$627,000 - \$632,000. Impact to the property tax rate is estimated at \$.0069 per \$100 value (based on current taxable values).

STAFF RECOMMENDATION

Staff recommends approval of the issuance of the certificates.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Parameters Ordinance - 2024 COs
2. Presentation - Ordinance Approving the Issuance of 2024 Series Certificates of Obligation

THE STATE OF TEXAS §
COUNTIES OF TAYLOR AND JONES §
CITY OF ABILENE §

WHEREAS, the Issuer is an “Issuer” under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The certificates of the City of Abilene, Texas (the “Issuer”) are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed the amount set forth below for paying all or a portion of the Issuer’s contractual obligations incurred in connection with (i) acquiring, constructing and equipping public safety improvements for the police and fire departments, including the acquisition of radio equipment and microwave communications infrastructure and technology, (ii) acquiring, constructing, and equipping additions, improvements, and extensions for the City’s municipal airport, (iii) acquiring land and interests in land necessary for such projects; and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the “Project”).

(c) Each certificate issued pursuant to this Ordinance shall be designated: “CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2024,” or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the “Registered Owner”). The Certificates shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Finance Director of the Issuer (each a “Pricing Officer”) are each hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Certificates to be sold and the authorized purposes set forth in Section 1 for which such Certificates are issued, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other

matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal bond insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the "Pricing Certificate"); provided that:

- (i) the aggregate principal amount of the Certificates shall not exceed \$8,300,000;
- (ii) the true interest cost of the Certificates shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;
- (iii) the final maturity of the Certificates shall not be later than February 15, 2046 and
- (iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Certificates will be sold by private placement or negotiated or competitive sale.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Certificates (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate

or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally

qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered

owner at the close of business on the Record date, the words “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar’s Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Certificate, the Paying Agent/Registrar shall cancel such initial Certificate and deliver to the DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of such Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC’s FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL
AMOUNT
\$ _____

CITY OF ABILENE, TEXAS

COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2024

INTEREST RATE	DATE OF CERTIFICATES	MATURITY DATE	CUSIP NO.
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, _____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered

owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for any payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purposes of (i) acquiring, constructing and equipping public safety improvements for the police and fire departments, including the acquisition of radio equipment and microwave communications infrastructure and technology, (ii) acquiring, constructing, and equipping additions, improvements, and extensions for the City's municipal airport, (iii) acquiring land and interests in land necessary for such projects; and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects.

ON _____, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on _____ in the years ____ and ____ (the “Term Certificates”) are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate	
Maturity: _____, _____	
Mandatory Redemption Date	Principal Amount
_____, ____	\$ _____
_____, ____	_____
_____, ____ (maturity)	_____

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the business day prior the mailing of such redemption notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the

registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly

will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ .

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____ .

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years(_/_)</u>	<u>Principal Installments(\$)</u>	<u>Interest Rates(\$)</u>
-------------------	-----------------------------------	---------------------------

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest

shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed \$1,000 of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such

payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates. The Pricing Officer may restrict Defeasance Securities as deemed necessary.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration

of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign manually, by facsimile, electronically or otherwise the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) use the proceeds of the Certificates solely for new money purposes.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements

applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Certificates shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Certificates by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date

(except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the “Insurer”) a municipal bond insurance policy (the “Insurance Policy”) in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the “Series 2024 Combination Tax and Limited Surplus Revenue Certificate of Obligation Construction Fund” for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2024. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice

required by Subsection (c) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an “obligated person”.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only

if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail or other appropriate means to each registered owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,
TEXAS, this 21st day of November, 2024.

ATTEST:

Mayor, City of Abilene, Texas

City Secretary, City of Abilene, Texas

[CITY SEAL]

APPROVED AS TO FORM:

City Attorney

Ordinance - Authorizing the Issuance of Certificates of Obligation Bonds, Series 2024 for Public Safety and Airport Projects

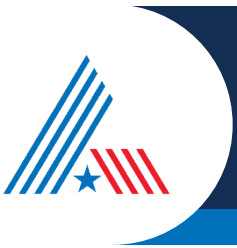




Issuance of Certificates of Obligation, Series 2024 for Public Safety & Airport Projects

- The ordinance will authorize issuance of up to \$8,300,000 of certificates of obligation bonds for public safety and airport projects.
- Projects include a public safety microwave communications upgrade and an aircraft ramp.
- Debt service of the bonds will be funded by ad-valorem taxes beginning in FY 2026. No debt service will be due during FY 2025.





Issuance of Certificates of Obligation, Series 2024 for Public Safety & Airport Projects

	Estimated Tax Rate Impact	Approx. Annual Cost to Taxpayer ²	Annual Debt Service
2024 CO	\$.0069 per \$100 value ¹	\$11.76	\$627k - \$632k

¹ Based on current taxable values.

² Based on average residential homestead taxable value for 2024 of \$170,425, with an annual city property tax bill of \$1,296 at the 2025 tax rate.

- Hilltop Securities will discuss prospective pricing.





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with Webber Construction to Build the Air Tanker Ramp at Abilene Regional Airport (Don Green)

GENERAL INFORMATION

The Texas A&M (TAMU) Forest Service has activated an Air Tanker Base at ABI for many years to support wildland fire fighting operations around the state. Wildfire events often cause an influx of up to eight air tanker aircraft and two to three air drop controller aircraft based at ABI at a time. ABI has seen the contracted air tanker activity and aircraft size increase over these years and has had to accommodate the operations in various areas of the airport. Because of the size and weight of the aircraft being used at ABI now, primarily Large Air Tankers (LATs), ABI moved the operation to the west side of the Terminal Ramp. This is the only paved ramp area that can handle the weight, wingspan and operational cadence of these aircraft when the base is active. This operation must share the ramp with scheduled and charter airline activity, large military aircraft activity, and airline aircraft diverted to ABI for weather or other disruptive situations.

Sharing the Terminal ramp can reduce the air tanker response times and refill times if coordination is not closely held between Forest Service, Air Traffic Control, Airport, Airline and Fixed Base Operator (FBO) staffs. Additionally, parking off-duty aircraft is a logistical problem that forces such aircraft to park on the northwest side of the airport in an area that is mostly unattended, not lighted, and requires the FBO to transport flight and maintenance crews to the aircraft.

The concept of constructing a new Air Tanker Ramp at ABI has been several years in the making. State Representative Stan Lambert introduced a bill in the FY24 budget to fund the ramp's construction. The Legislature funded \$20,000,000 in a TXDOT grant to the City of Abilene to design and construct a ramp to serve the air tankers' needs. The grant required a

local match of 10%. The City committed to provide the matching funds to make this project succeed. TXDOT issued the grant to the City on September 26, 2023. At that time, the City contracted with the airport's engineering firm, Garver, to design the project.

The city conducted a Request for Bids (CB-2483) and opened two construction bids on September 19, 2024. The lower bid from Webber, LLC was in the amount of \$26,521,860.00. This bid was approximately \$7,000,000 over the engineer's estimate and \$5,840,562 above planned available grant and City match funds. TXDOT informed City staff that it could not enter into any value engineering negotiations with the lower bid contractor and must either accept the bid price or rebid the project. In consultation with Garver, city staff has determined that rebidding would likely not result in a significantly lower bid price or more bid submittals.

This is a significant investment of City and State funds, therefore the Abilene Chamber of Commerce conducted research into the economic impact to the City. It found the construction alone will have an impact of approximately \$46,000,000; and the Forest Service personnel presence over 10 years has an approximately \$26,000,000 economic impact.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The project is funded by a \$20,000,000 grant through TXDOT and a City of Abilene match of \$2,222,222.00, plus an additional \$5,840,562.00 to cover the higher cost that exceeds the grant and original match amount.

STAFF RECOMMENDATION

Staff recommends awarding this project to Webber, LLC as bid.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its October 9, 2024 meeting.

ATTACHMENTS:

1. Webber LLC Construction Contract Award Resolution (11-21-24)

2. ABI - CB-2483 - Bid Tabulation
3. Air Tanker Ramp Construction Award Presentation (11-21-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TO AWARD THE AIR
TANKER RAMP CONSTRUCTION CONTRACT TO WEBBER, LLC**

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

WHEREAS, the Texas A&M (TAMU) Forest Service has activated an Air Tanker Base at ABI for many years to support wildland fire fighting operations around the state; and

WHEREAS, ABI has seen the air tanker activity and aircraft size increase over these years and has had to accommodate the operations in various areas of the airport; and

WHEREAS, because of the size and weight of the aircraft being used at ABI now, primarily Large Air Tankers (LATs), ABI moved the operation to the west side of the Terminal Ramp; and

WHEREAS, the Legislature funded \$20,000,000 in a TXDOT grant to the City of Abilene to design and construct a ramp to serve the air tankers' needs; and

WHEREAS, the city conducted a Request for Bids (CB-2483) and opened two construction bids on September 19, 2024. The lower bid from Webber, LLC was in the amount of \$26,521,860.00; and

WHEREAS, the Airport Development Board approved its recommendation in favor of Webber, LLC at its October 9, 2024 meeting.

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

1. That the City Manager is authorized to enter into the construction contract with Webber, LLC.
2. That this Resolution takes effect immediately upon Council approval.

ADOPTED this 21st day of November 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

PAGE
1 OF 1

DEPARTMENT: AVIATION
BID NO.: CB-2483
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 19, 2024

WEBBER, LLC
THE WOODLANDS, TX

COLLIER CONSTRUCTION
ABILENE, TX

[illegible]

*NOTES: INDICATES RECOMMENDED AWARD

City Council Meeting

11/21/2024





Air Tanker Ramp Construction Contract Award

- The Texas A&M (TAMU) Forest Service has activated an Air Tanker Base at ABI for many years to support wildland fire fighting operations around the state.
- Because of the size and weight of the aircraft being used at ABI now, primarily Large Air Tankers (LATs), ABI moved the operation to the west side of the Terminal Ramp. This is the only paved ramp area that can handle the weight, wingspan and operational cadence of these aircraft when the base is active.

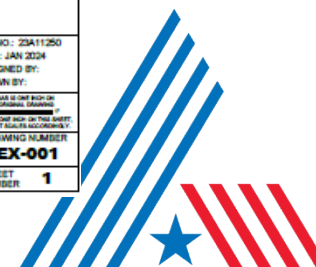
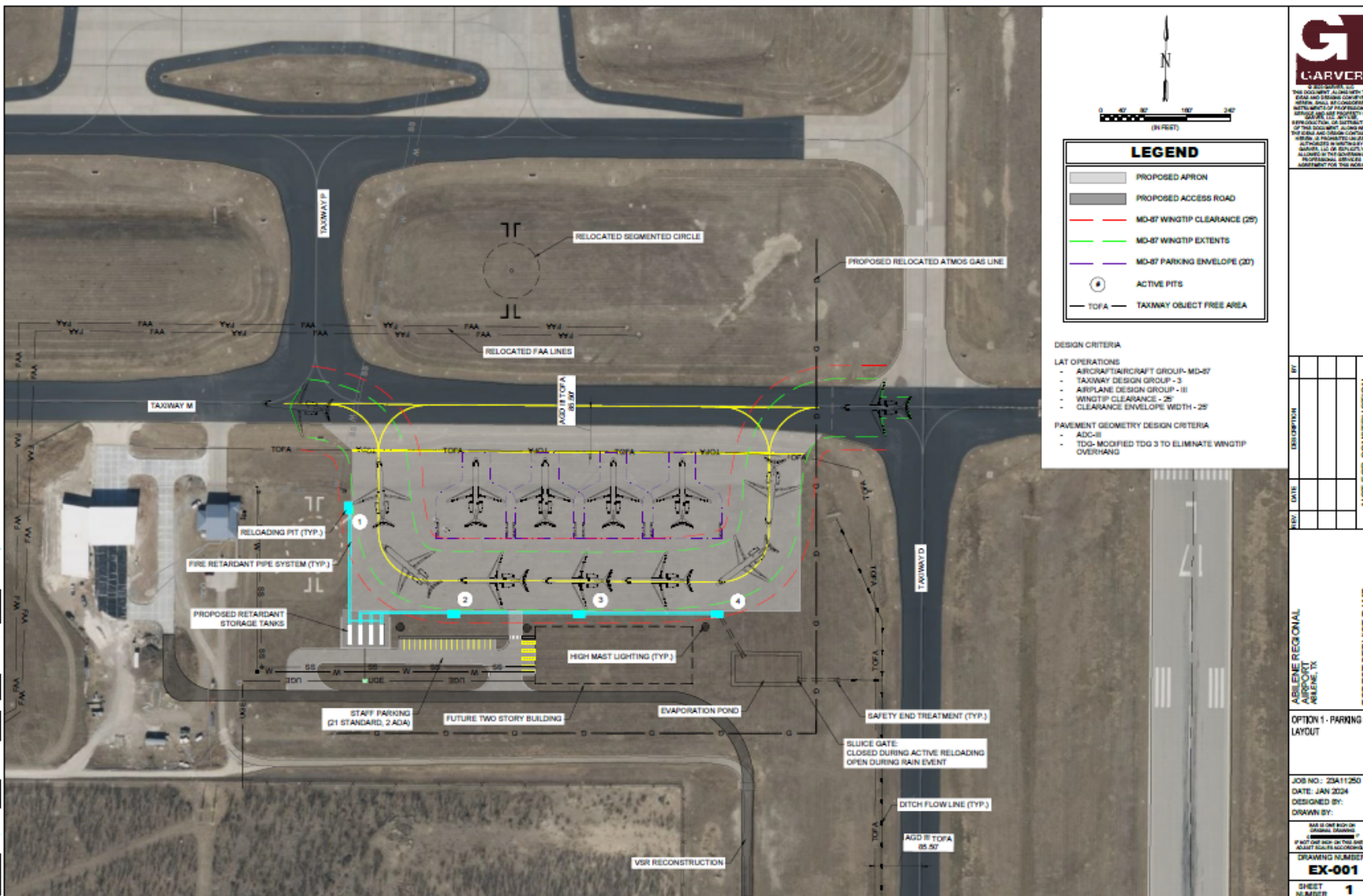


- Sharing the Terminal ramp can reduce the air tanker response times and refill times if coordination is not closely held between Forest Service, Air Traffic Control, Airport, Airline and Fixed Base Operator (FBO) staffs.
- The concept of constructing a new Air Tanker Ramp at ABI has been several years in the making. State Representative Stan Lambert introduced a bill in the FY24 budget to fund the ramp's construction.
- The Legislature funded \$20,000,000 in a TXDOT grant to the City of Abilene to design and construct a ramp to serve the air tankers' needs. The grant required a local match of 10%, or \$2,222,222.22.



- The city conducted a Request for Bids (CB-2483) and opened two construction bids on September 19, 2024. The lower bid from Webber, LLC was in the amount of \$26,521,860.00.
- TXDOT informed City staff that it could not enter into any value engineering negotiations with the lower bid contractor and must either accept the bid price or rebid the project.
- In consultation with Garver, city staff has determined that rebidding would likely not result in a significantly lower bid price or more bid submittals.





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- While this project increases public safety locally, statewide and regionally, there are economic benefits to the investment being made by the City and State.
- The Abilene Chamber of Commerce subscribes to an economic forecasting software package – IMPLAN. IMPLAN is a widely recognized economic modeling software used worldwide by governments, universities, economic development organizations and others to create a realistic and verifiable forecast for specific projects and programs.
- When the Chamber ran the economic numbers related to the ramp, it found that the construction project itself would produce an economic impact of approximately \$46 million. That impact is reflected in the slide labeled “Construction Impact”.



- When the Chamber looked at the economic impact for the operations of the firefighting base, IMPLAN showed approximately \$26 million impact over the course of 10 years. That impact, based on current staffing of the operation is in the slide labeled “Personnel – 10 years”. Any increase in personnel would proportionally increase its economic impact.



Construction Impact

Impact Results Overview

Dollar Year is 2024 Aggregation Scheme is 546 Unaggregated Run ID is 446447

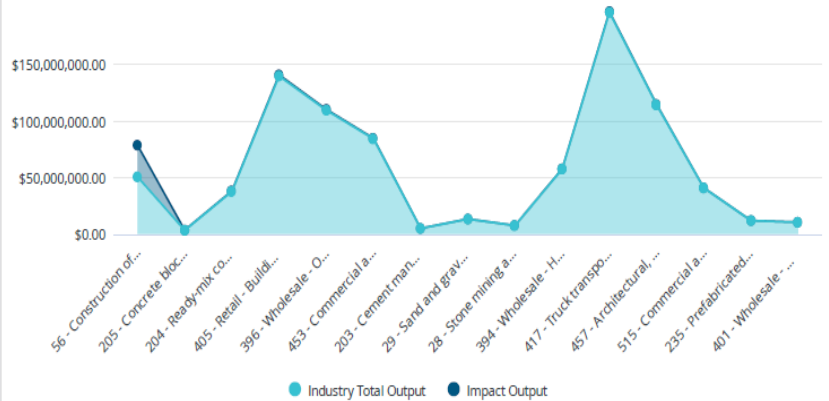
Economic Indicators by Impact

Impact	Employment	Labor Income	Value Added	Output
1 - Direct	211.64	\$10,872,533.72	\$11,012,401.19	\$28,070,773.23
2 - Indirect	39.72	\$2,503,374.79	\$4,758,855.76	\$9,096,120.18
3 - Induced	53.13	\$2,612,268.43	\$4,996,003.69	\$8,966,025.57
Totals	304.49	\$15,988,176.94	\$20,767,260.64	\$46,132,918.99

Direct Leakages

Institutional Commodity Sales	Margin	Imports to Region
N/A	N/A	N/A

Top 15 Industries by Impact Output as Percentage of Total Industry Output

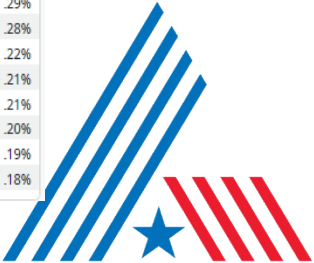


Tax Results

Impact	Sub County General	Sub County Special Districts	County	State	Federal	Total
1 - Direct	\$26,719.41	\$23,531.71	\$11,153.90	\$120,882.24	\$2,185,713.50	\$2,368,000.75
2 - Indirect	\$105,254.01	\$90,782.10	\$39,520.34	\$422,432.26	\$596,439.28	\$1,254,428.00
3 - Induced	\$83,136.77	\$71,734.09	\$31,282.66	\$334,649.47	\$626,567.16	\$1,147,370.15
Totals	\$215,110.19	\$186,047.90	\$81,956.91	\$877,963.97	\$3,408,719.94	\$4,769,798.90

Industries by Impact Output as Percentage of Total Industry Output

	Display Code	Display Description	Industry Total Output	Impact Output	Percentage of Total Industry Output
1	56	Construction of other ...	\$50,521,638.28	\$28,070,773.23	55.56%
2	205	Concrete block and bri...	\$3,159,947.94	\$145,740.74	4.61%
3	204	Ready-mix concrete m...	\$37,549,046.15	\$493,727.87	1.31%
4	405	Retail - Building mater...	\$139,787,097.71	\$1,147,875.91	.82%
5	396	Wholesale - Other dur...	\$109,540,100.18	\$802,062.58	.73%
6	453	Commercial and indus...	\$84,183,925.32	\$521,598.17	.62%
7	203	Cement manufacturing	\$4,796,120.75	\$27,183.29	.57%
8	29	Sand and gravel mining	\$13,096,642.44	\$72,174.67	.55%
9	28	Stone mining and qua...	\$7,377,977.41	\$34,612.65	.47%
10	394	Wholesale - Househol...	\$57,403,872.40	\$235,077.09	.41%
11	417	Truck transportation	\$196,244,737.84	\$775,607.45	.40%
12	457	Architectural, enginee...	\$114,346,638.02	\$416,076.20	.36%
13	515	Commercial and indus...	\$40,657,502.38	\$131,811.51	.32%
14	235	Prefabricated metal b...	\$11,767,298.04	\$37,830.01	.32%
15	401	Wholesale - Wholesal...	\$10,229,059.81	\$29,475.84	.29%
16	117	Carpet and rug mills	\$4,314,214.40	\$12,110.52	.28%
17	420	Scenic and sightseer...	\$31,316,712.50	\$68,355.30	.22%
18	458	Specialized design ser...	\$1,325,734.01	\$2,809.45	.21%
19	415	Rail transportation	\$25,457,635.40	\$53,665.73	.21%
20	476	Services to buildings	\$71,726,917.44	\$143,088.65	.20%
21	523	Business and professi...	\$9,738,490.61	\$18,864.96	.19%
22	516	Personal and househo...	\$13,982,598.71	\$25,475.28	.18%



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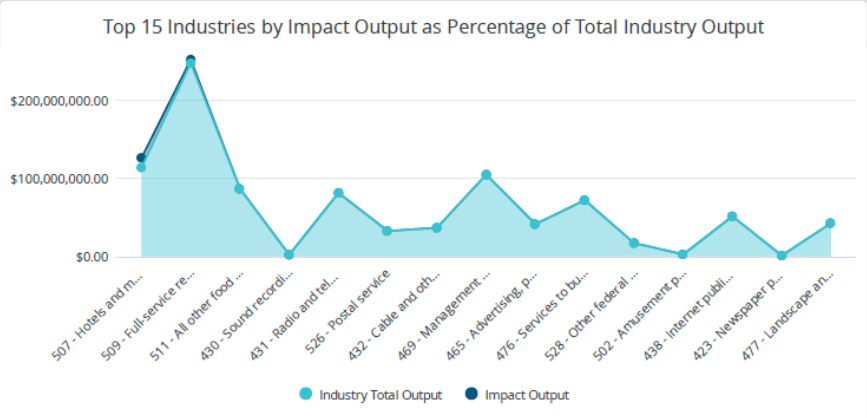
Personnel – 10 Years

Impact Results Overview

Dollar Year is 2024 Aggregation Scheme is 546 Unaggregated Run ID is 450909

Economic Indicators by Impact				
Impact	Employment	Labor Income	Value Added	Output
1 - Direct	155.08	\$4,999,869.30	\$10,201,725.98	\$17,008,107.92
2 - Indirect	25.40	\$1,250,230.79	\$2,159,499.96	\$4,682,753.97
3 - Induced	23.52	\$1,158,835.34	\$2,216,360.83	\$3,976,854.15
Totals	204.00	\$7,408,935.43	\$14,577,586.77	\$25,667,716.04

Direct Leakages		
Institutional Commodity Sales	Margin	Imports to Region
\$213,515.96		N/A
		N/A



Tax Results						
Impact	Sub County General	Sub County Special Districts	County	State	Federal	Total
1 - Direct	\$212,657.42	\$183,411.12	\$79,835.11	\$853,675.46	\$1,223,935.36	\$2,553,514.47
2 - Indirect	\$36,899.98	\$31,843.24	\$13,894.61	\$148,651.28	\$290,144.70	\$521,433.81
3 - Induced	\$36,941.96	\$31,875.07	\$13,900.30	\$148,699.09	\$277,954.31	\$509,370.74
Totals	\$286,499.36	\$247,129.43	\$107,630.02	\$1,151,025.83	\$1,792,034.37	\$3,584,319.01

Industries by Impact Output as Percentage of Total Industry Output					
	Display Code	Display Description	Industry Total Output	Impact Output	Percentage of Total Industry Output
1	507	Hotels and motels, inc...	\$113,622,102.67	\$12,546,346.65	11.04%
2	509	Full-service restaurants	\$247,510,158.43	\$4,607,621.72	1.86%
3	511	All other food and drin...	\$86,140,750.18	\$431,928.94	.50%
4	430	Sound recording indus...	\$1,808,823.09	\$7,285.77	.40%
5	431	Radio and television b...	\$81,002,677.30	\$249,610.89	.31%
6	526	Postal service	\$32,220,714.43	\$97,189.01	.30%
7	432	Cable and other subsc...	\$36,407,837.73	\$109,396.51	.30%
8	469	Management of comp...	\$104,375,806.70	\$256,155.57	.25%
9	465	Advertising, public rel...	\$41,035,820.62	\$100,138.52	.24%
10	476	Services to buildings	\$71,726,917.44	\$163,746.27	.23%
11	528	Other federal govern...	\$16,826,442.28	\$34,832.44	.21%
12	502	Amusement parks an...	\$2,341,811.17	\$4,523.74	.19%
13	438	Internet publishing an...	\$51,078,231.54	\$95,166.12	.19%
14	423	Newspaper publishers	\$864,692.07	\$1,596.87	.18%
15	477	Landscape and hort...	\$42,335,840.18	\$73,779.12	.17%
16	497	Commercial Sports Ex...	\$980,207.41	\$1,688.83	.17%
17	426	Directory, mailing list, ...	\$3,661,317.27	\$6,162.55	.17%
18	515	Commercial and indus...	\$40,657,502.38	\$63,504.79	.16%
19	479	Waste management a...	\$48,791,613.23	\$74,300.18	.15%
20	320	Blank magnetic and o...	\$1,624,655.78	\$2,471.64	.15%
21	496	Performing arts comp...	\$6,570,623.98	\$9,553.67	.15%
22	47	Electric power transmi...	\$413,810,762.23	\$542,371.67	.13%





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Task Order with Garver to Perform Construction Phase Services for the Air Tanker Ramp (Don Green)

GENERAL INFORMATION

Garver is the airport's airside engineering firm and designed the Air Tanker Ramp Construction Project.

The construction phase will require engineer oversight, testing and inspection services and Airport staff asked Garver to provide a scope and fee proposal for a task order under its master contract. Garver proposed a not-to-exceed fee of \$740,200.00 to perform Construction Administration, provide a Resident Project Representative, perform Materials Testing and provide Closeout Services.

Although not required for a non-FAA project such as this, Airport staff asked its Capital Implementation Consultant, Kutchins & Groh, to review Garver's fee proposal for adherence to similar market pricing. Kutchins & Groh determined that Garver's fee is well within the market range for these services.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This task order will be funded by the combined Air Tanker Ramp funding from TXDOT and the City.

STAFF RECOMMENDATION

Staff recommends that the construction phase services task order with Garver be approved to provide proper oversight to this complex project.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its October 9, 2024 meeting.

ATTACHMENTS:

1. Garver Construction Phase Services Resolution (11-21-24)
2. ABI - Air Tanker Ramp - Garver CPS Proposal - 2024-09-18 (1)
3. ABI - IFE - Air Tanker Ramp - CA Services - FINAL
4. Air Tanker Ramp Construction Phase Services Presentation (11-21-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TO AUTHORIZE A
CONSTRUCTION PHASE SERVICES TASK ORDER WITH GARVER FOR THE AIR TANKER
RAMP CONSTRUCTION.**

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

WHEREAS, Garver is the airport's airside engineering firm and designed the Air Tanker Ramp Construction Project; and

WHEREAS, the construction phase will require engineer oversight, testing and inspection services, which is covered under Garver Master Engineering Services Contract; and

WHEREAS, Garver proposed a not-to-exceed fee of \$740,200.00 to perform Construction Administration, provide a Resident Project Representative, perform Materials Testing and provide Closeout Services; and

WHEREAS, Kutchins & Groh conducted an Independent Fee Estimate and determined that Garver's fee is well within the market range for these services; and

WHEREAS, the Airport Development Board approved its recommendation for this task order at its October 9, 2024 meeting.

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

1. That the City Manager is authorized to enter into a task order with Garver for Construction Phase Services for the Air Tanker Ramp Construction Project.
2. That this Resolution takes effect immediately upon Council approval.

ADOPTED this 21st day of November 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



3000 Internet Blvd
Suite 400
Frisco, TX 75034
TEL 972.377.7480
FAX 972.377.8380
www.GarverUSA.com

September 18, 2024

Don Green, A.A.E.
Abilene Regional Airport (ABI)
2933 Airport Blvd, Ste 200
Abilene, TX 79602

Re: Abilene Regional Airport (ABI)
Air Tanker Ramp
Professional Services Proposal

Dear Mr. Green,

Garver is pleased to submit this proposal to provide professional services relating to the improvements listed in "Exhibit A - Scope of Services" for the referenced project.

COMPENSATION

For the Air Tanker Ramp project, the not-to-exceed fee of **\$740,200.00** is based upon the scope of services provided in Exhibit A. A detailed breakdown of the proposed fee for the engineering services is included in Exhibit B.

	<u>FEE AMOUNT</u>	<u>FEE TYPE</u>
Title II Services		
Construction Administration	\$184,100.00	LUMP SUM
On-Site Resident Project Representative Services (RPR)	\$353,800.00	HOURLY
Materials Testing Services	\$183,300.00	COST + FIXED FEE
Closeout Services	\$19,000.00	LUMP SUM
Subtotal (Title II Services)	\$ 740,200.00	

Garver is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or would like any additional information, please feel free to call me at 214-451-2963.

Sincerely,
GARVER

Alex Jessop, PE
Project Manager

Attachments: Exhibit A – Scope of Services
Exhibit B – Garver Fee Spreadsheet
Exhibit C – Alder Airfield Services (RPR) Proposal
Exhibit D – Beyond Engineering & Testing (CMT) Proposal

EXHIBIT A

Scope of Services



12 meetings will be held in-person. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

1.6. Owner Coordination

1.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

1.7. RFIs

1.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.8. Progress Payments

1.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.9. Review Payroll Records

1.9.1. Garver will assist the Owner in the review of the Contractor's and Subcontractors' weekly payroll reports each month to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

1.10. Record Drawings

1.10.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.



1.11. Change Orders

1.11.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.12. Final Inspection

1.12.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

2.1. Alder Airfield Services, LLC will provide full-time Resident Project Representative (RPR) services for the 360-calendar-day construction contract performance time. The proposed fee is based on approximately 50 hours per week during Phase 1 and 60 hours per week for the remaining Phases of construction contract performance time for the RPR, plus an additional 40 hours for preconstruction coordination, conferences, punch list coordination, final inspection and close out. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.2. During the construction period, the RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the TxDOT.
- Monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. The RPR will assist in the observation of the Contractor's operations for proper classification of workers and conduct contractor employee interviews to determine compliance with Davis Bacon requirements.
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.



- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test meet FAA Specifications.

2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. MATERIALS TESTING SERVICES

3.1. Through a Subconsultant, Beyond Engineering & Testing shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

4. PROJECT CLOSEOUT SERVICES

4.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing all necessary documents required for closeout. Closeout documentation will be provided within 30 days of the final payment to the Contractor.

5. PROJECT DELIVERABLES

5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Issued for Construction Plans and Specifications to the Owner, and Contractor.
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner.
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Survey services beyond those listed herein.
- Geotechnical services beyond those listed herein.
- Pavement Design beyond that furnished in the Geotechnical Report.
- Design of any utility relocation beyond what is included in the IFB Documents



- Coordination with the Office of Civil Rights in preparation of a Disadvantaged Business Enterprise (DBE) program.
- Development of a Safety Risk Management (SRM) program
- NAVAID and PAPI design or construction.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Development of a construction management plan for submission to the FAA.
- Payroll reviews to determine compliance with Davis Bacon requirements.
- DBE compliance and goal review during construction.

7. SCHEDULE

- 7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

EXHIBIT B

Garver Fee Spreadsheet

Exhibit B

**City of Abilene
Air Tanker Ramp**

FEE SUMMARY

Title II Service (BASE BID)	Estimated Fees
Construction Administration	\$ 184,100.00
On-Site Resident Project	\$ 353,800.00
Materials Testing Services	\$ 183,300.00
Closeout Services	\$ 19,000.00
Subtotal for Title II Service (BASE BID)	\$ 740,200.00

Exhibit B**City of Abilene
Air Tanker Ramp****Construction Administration**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2
	hr	hr	hr	hr	hr
1. Civil Engineering					
Prepare IFC Documents				1	2
Prepare for Preconstruction Meeting				2	
Attend Preconstruction Meeting (2 people, On-Site)	8			8	
Prepare and Distribute Preconstruction Meeting Minutes				2	
Issue NTP to Contractor				1	
Review RPR and Contractor Quantity Take-offs				6	12
Review Contractor Pay Application (12 applications)		6		18	
Coordination with RPR (15 hr/Month)				150	
Develop Submittal Log				1	2
Prepare Change Orders		5		8	
Response to Contractor and RPR Inquiries		12		30	10
Prepare for Progress Meetings (12 meetings)		4		12	
meetings)		12		96	
Prepare for Concrete Pre-Pave Meeting (1 Person)				3	1
Conduct concrete pre-pave meeting to coincide with a monthly progress meeting (1 person on-site)		1		8	1
Prepare and Distribute Pre-Pave Meeting Minutes				2	
Shop Drawings/Submittal Review & Responses		8		24	20
QA Test Results Review		8		40	12
Review Weekly RPR Reports				26	
Conduct Phase Completion Walk-through (Phases 1 & G) to coincide with a monthly progress meeting (1 person on-site)				1	
Conduct Phase Completion Walk-through (Phases 2 & 3) to coincide with a monthly progress meeting (1 person on-site)				1	
Final Inspection and Punchlist	8			8	
Punchlist Coordination				2	
Subtotal - Civil Engineering	16	56	0	450	60
2. Electrical Engineering					
Attend Preconstruction Meeting (1 people, on-site)			8		
Coordination with RPR (3 hr/Month)			36		
Review RPR and Contractor Quantity Take-offs			3		6
Review Contractor Pay Application (12 applications)			11		
Develop Submittal Log			1		2
Change Orders			8		
Response to Contractor and RPR Inquiries			16		
Attend (Virtual) Progress Meetings (12 Meetings)			12		

Shop Drawings/Submittal Review & Responses			10		20
Final Inspection and Punchlist			8		
Punchlist Coordination			2		
Coordinate O&M Manuals			1		2
Subtotal - Civil Engineering	0	0	116	0	30

Hours	16	56	116	450	90
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SUBTOTAL - SALARIES:	\$177,210.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$290.00
Office Supplies/Equipment	\$250.00
Computer Modeling/Software Use	\$350.00
Travel Costs	\$6,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$6,890.00
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SUBTOTAL:	\$184,100.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$184,100.00
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Exhibit B**City of Abilene
Air Tanker Ramp****Closeout Services**

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	D-2
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Review and Submit Final Construction Pay Application		2	3			
Prepare and Submit Final Reconciliation Change Order		1	2	4		
Assemble Final testing and Quality Control Reports			2	6		
Assemble and Finalize Record Drawings			2			16
Assemble Submittals and Responses			2	4		
Assemble and Submit Final testing and Quality Control Reports			2	4		
Complete Construction Closeout Checklist			4			
Provide Sponsor Certification for Construction Project Final Acceptance			2			
Draft Final Construction Report and Submit to FAA, State, Owner		1	2			
Complete Warranty Inspection	8		8			
Subtotal - Civil Engineering	8	4	29	18	0	16

Hours	8	4	29	18	0	16
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SUBTOTAL - SALARIES:	\$17,388.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$262.00
Postage/Freight/Courier	\$250.00
Office Supplies/Equipment	\$200.00
Travel Costs	\$900.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,612.00
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SUBTOTAL:	\$19,000.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$19,000.00
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EXHIBIT C

Alder Airfield Services (RPR) Proposal



9285 Huntington Sq. Ste. 106 North Richland Hills, TX 76182

August 8, 2024

Mr. Alex Jessop, PE
Project Manager
Garver USA
3000 Internet Blvd #400
Frisco, TX 75034

RE: Proposal - RPR - ABI - Abilene Regional Airport - Air Tanker Ramp

Dear Mr. Jessop,

Based on the information provided pertaining to the scope of work and the allotted project time of 360 Calendar Days, we would like to propose the following:

For Phase I, we anticipate an average of 50 hours per week over approximately 17 weeks, totaling 850 hours of construction observation. For Phase II, we expect an average of 60 hours per week over approximately 34 weeks, totaling 2,040 hours of construction observation. Additionally, we estimate 20 hours for preconstruction coordination, conferences, etc., and 20 hours for punch list, final inspection, and closeout. This gives us an estimated total of **2,930 RPR hours** for the project.

For the services outlined above, we would request an hourly rate of **\$105**. This hourly rate shall include all expenses, including insurance, vehicles, fuel, mileage, meals, lodging, computer, cell phone, Badging, and any additional office admin support needed, and profit.

In summary, we propose 2,930 RPR Hrs. @ \$105.00 for a Grand Total of **\$307,650.00** for the referenced project.

Please note that these proposed rates are only valid through December 31, 2024. Any work starting after that date will need to be repriced.

If you have any questions or comments, please let me know. Thank you again for letting Alder Airfield Services submit this proposal for your RPR needs.

Sincerely,

432-559-9990
iamunzer@aldercm.com

EXHIBIT D

Beyond Engineering & Testing (CMT) Proposal

August 22, 2024

Vía e-mail: AMJessop@GarverUSA.com

Mr. Alex Jessop
Garver USA
14160 Dallas Parkway, Suite 850
Dallas, Texas 75254

**Re: Proposal for Construction Testing and Observation Services
ABI Air Tanker Ramp – Abilene, Texas
BET Proposal No. W-240303**

Mr. Jessop,

Beyond Engineering & Testing, LLC (BET) is pleased to provide this proposal to Garver for Construction Materials Testing (CMT) Services for the proposed ABI Air Tanker Ramp planned in Abilene, TX. The project consists of the new construction of a concrete apron, vehicle parking, tank foundation, and site utilities.

The purpose of this proposal is to provide Client with BET's general work scope options and fee schedule.

Scope of Basic Services - Construction Materials Testing (CMT) Services

BET will provide a technician(s) on a call-out basis, with visits based upon Client/contractor requests for service. We will work closely with you and your representative to notify you as the fees approach the *estimated* budget. Please note that CMT costs are completely dependent on the contractor's schedule and the number of calls for service requested. In addition, the work scope described below is not definite. The work scope is dictated by Client/contractor on a continual basis, depending on your calls for service. BET does offer additional services that can be described upon request.

BET personnel will not direct, layout, or supervise the construction operations for the project, nor will we alter or change the project plans, specifications, or reports. We respectfully request a pre-construction meeting with all involved parties.

Compaction Testing for Earthwork

BET will provide a technician(s) to implement appropriate field monitoring and testing programs for quality assurance. This may include the following, as needed and requested:

- Review project specifications for percent compaction and soil moisture content requirements; testing frequency; and subgrade, fill and base materials;
- Obtain sample(s) of proposed fill materials and perform laboratory evaluation;
- Perform laboratory analyses to determine moisture–density relationship;
- Observe and document subgrade conditions prior to fill/backfill placement;
- Perform appropriate field testing to determine in-place moisture/density conditions;

- Document field test locations;
- Report failing test results to Client's project manager and the contractor's superintendent;
- Re-test areas of failing moisture/density test results to document compliance with project specifications;
- Provide a report for each site visit with pertinent test data and observations.

Concrete Testing

BET will provide a technician(s) to implement an appropriate field and laboratory-testing program to confirm the concrete is in conformance with project specifications. This work scope may include:

- Review project specifications and requirements regarding design strength/identification; testing frequency; and placement requirements;
- Perform appropriate field-testing procedures to document slump, air and concrete temperatures, and air content as specified;
- Observe and document placement procedures;
- Document field placement locations;
- Produce and transport specified concrete test cylinders for laboratory testing;
- BET will utilize 4 x 8 sized cylinders, unless concrete aggregate is greater than 1-¼-inch nominal;
- Retrieve cylinders after at least a one-day field cure;
- Perform laboratory curing and compressive strength testing of test cylinders;
- Report results of field and laboratory test data and placement locations
- Notify Client's project manager and/or the contractor's superintendent regarding failing field and laboratory tests.

Report Preparation and Project Management

BET's Project Manager (PM) will provide general oversight throughout the duration of the project, field technician coordination, report reviews and act as our client liaison. The Project Manager will also be available to assist with basic consultation and resolution of problems, should they occur. BET will also provide the administrative services to include project set-up, scheduling services, word processing and report preparation, report reproductions, faxing and mailing of reports, general file maintenance, invoicing and collections. The PM and Administrative services are not billed hourly; rather, BET accounts for these services as a percent-markup to the invoice total for field and lab services.

Engineering consultation and special administrative tasks are billed hourly.

Exclusions / Assumptions

Exclusions

The following services are specifically excluded in the scope of services at this time:

- Engineering review of Geotechnical Report, design drawings, and specifications;
- All required permitting activities, other than SWPPP;
- Implementation of the SWPPP to be conducted by the on-site general contractor and is not included in our scope;
- Record or as-built drawings;
- All environmental services and all costs associated if hazardous materials are encountered.

Assumptions

- Required by Others
 - Final site layout.
 - Project drawings and specifications.
- Meetings: All meetings are assumed to be via conference call or at the project site; therefore, no travel is anticipated for attending project meetings.
- Client will provide any other completed studies, reports, plans, plats, existing site topographic information or data that may be of assistance or necessary for BET to perform under this Agreement. BET has the right to rely on information contained in documents provided by Client.
- Client will be responsible for all application and permit fees required by any involved agencies. BET documents will be prepared with agency requirements in mind.
- BET will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal.
- Engineering services, meetings and consultation, as well as special administrative task outside of the scope specifically addressed in the proposal above, are considered a separate item to be charged at the appropriate professional staff rate.
- *Safety in the Work Place*: BET takes safety in the workplace very seriously. We will follow Contractor's safety protocols as well as our own stringent safety program.
- BET will provide deliverables in electronic PDF format, unless hard copies are specifically requested. We will not provide editable native electronic file formats such as CAD, Word, Excel.
- *Limitations to Construction Materials Testing Services*: Construction testing and observation are techniques employed to reduce the risk of problems arising during construction. Provision of these services by BET is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction testing and observation, some latent construction defects may be missed. In all cases, contractors shall retain responsibility for the quality of their work, for adhering to plans and specifications, and for repairing defects regardless of when they are found.
- BET offers a range of testing and observation services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive testing and observations yield more information, which may help understand and manage the degree of risk. Because such detailed services involve greater expense, our clients participate in determining the level of service that will provide adequate information for their purposes at an acceptable level of risk.

Compensation**Proposed Fees**

Time and Materials	Estimated Fee	\$159,417.18

CMT services will be invoiced on a Time and Materials basis. BET will perform the CMT field tasks listed above on an hourly and unit rate basis while on site. The actual costs will depend on the amount of work requested and the contractor's schedule. Overtime rates apply for weekends and any technician time before 7:00 am and after 5:00 pm, portal to portal. A complete *Schedule*

of Services and Fees is enclosed.

Thank you for the opportunity to provide this proposal to you, we look forward to providing our services to assist Garver during the development of this project. We trust this proposal covers all necessary work items.

Respectfully,
Beyond Engineering & Testing, LLC

A handwritten signature in black ink, appearing to read 'Marc Lopez', with a stylized, cursive script.

Marc Lopez
Project Manager/Engineer in Training, EIT

Enclosed: ABI Air Tanker Ramp Budgetary Estimate
 BET Midland 2024 Rate Schedule

Date: August 16, 2024
Revised: August 22, 2024

Prepared By: Marc Lopez
Beyond Office: Midland, TX
Beyond Proposal No. W-240303

Scope of Work: Construction Materials Testing Estimate

Construction Materials Testing and Observations: Laboratory Testing, Soil Testing, and Concrete Testing

Project Name: ABI Air Tanker Ramp
Project Location: Abilene, TX
Client: Garver
Project Info. Construct a New Concrete Apron, Vehicle Parking, Tank Foundation and Site Utilities

Activity	Invoice Name	Est. Units	Unit Fee	Estimate Cost
Earthwork				
Field Technician, per hr.	Soil Services	200	\$76.00	\$ 15,200.00
Field Technician, per hr. - OT/Weekend	Soil Services	0	\$114.00	\$ 0.00
Moisture-Density Relationship	Moist Density D-698/D-1557	3	\$285.00	\$ 855.00
Sieve Analysis, ea.	Sieve Analysis	2	\$110.00	\$ 220.00
Atterberg Limits, ea.	Atterberg Limits	2	\$120.00	\$ 240.00
Sample Pick Up (soils)	Sample P/U	1	\$769.00	\$ 769.00
Round Trip	Round Trip Charge	25	\$693.00	\$ 17,325.00
Round Trip - Weekend	Round Trip Charge	0	\$901.00	\$ 0.00
Nuclear Density Gauge, per day	Equipment - Density Gauge	25	\$75.00	\$ 1,875.00
Subtotal				\$ 36,484.00
Concrete Testing				
Field Technician, per hr.	Concrete Services	320	\$76.00	\$ 24,320.00
Field Technician, per hr. - OT/Weekend	Concrete Services	0	\$114.00	\$ 0.00
Concrete Test Cylinders, ea.	Concrete Comp. Test	250	\$27.00	\$ 6,750.00
Concrete Beams, ea.	Coccrete Flexural Test	240	\$60.00	\$ 14,400.00
Air Content of Concrete, ea.	Air Test	350	\$32.00	\$ 11,200.00
Mortar Cubes	Mortar Compr. Test	0	\$26.00	\$ 0.00
Grout Prisms	Grout Prism Compr. Test	0	\$37.00	\$ 0.00
Cylinder Pick Up (concrete)	Cylinder P/U	20	\$769.00	\$ 15,380.00
Core Machine	Core Machine w/generator	0	\$290.00	\$ 0.00
Core Bit Wear, inches	Core Bit Wear, inches	0	\$7.00	\$ 0.00
Round Trip	Round Trip Charge	40	\$693.00	\$ 27,720.00
Round Trip - Weekend	Round Trip Charge	0	\$901.00	\$ 0.00
Subtotal				\$ 99,770.00
Project Management and Report Preparation				
Project Manager and Administration	PM/Administration		17%	\$ 23,163.18
Total Estimated Cost				\$ 159,417.18

Comments/Notes: Depth Checks will be Performed, no charge when currently onsite testing/sampling concrete

This is an estimate only. Site visits are charged with a 4-hr minimum onsite time. For additional information pertaining to the charges, refer to Beyond's 2024 Schedule of Services and Fees.

Date: August 22, 2024
Revised:

Prepared By: Marc Lopez
Beyond Office: Midland, TX
Beyond Proposal No. W-240303



Scope of Work: Construction Materials Testing Estimate

Construction Materials Testing and Observations: Laboratory Testing, Soil Testing, and Concrete Testing

Project Name: ABI Air Tanker Ramp (Alternate 1)
Project Location: Abilene, TX
Client: Garver
Project Info. Construct a New Concrete Apron, Vehicle Parking, Tank Foundation and Site Utilities

Activity	Invoice Name	Est. Units	Unit Fee	Estimate Cost
Earthwork				
Field Technician, per hr.	Soil Services	200	\$76.00	\$ 15,200.00
Field Technician, per hr. - OT/Weekend	Soil Services	0	\$114.00	\$ 0.00
Moisture-Density Relationship	Moist Density D-698/D-1557	3	\$285.00	\$ 855.00
Sieve Analysis, ea.	Sieve Analysis	2	\$110.00	\$ 220.00
Atterberg Limits, ea.	Atterberg Limits	2	\$120.00	\$ 240.00
Sample Pick Up (soils)	Sample P/U	1	\$769.00	\$ 769.00
Round Trip	Round Trip Charge	25	\$693.00	\$ 17,325.00
Round Trip - Weekend	Round Trip Charge	0	\$901.00	\$ 0.00
Nuclear Density Gauge, per day	Equipment -Density Gauge	25	\$75.00	\$ 1,875.00
Subtotal				\$ 36,484.00
Concrete Testing				
Field Technician, per hr.	Concrete Services	298	\$76.00	\$ 22,648.00
Field Technician, per hr. - OT/Weekend	Concrete Services	0	\$114.00	\$ 0.00
Concrete Test Cylinders, ea.	Concrete Comp. Test	175	\$27.00	\$ 4,725.00
Concrete Beams, ea.	Cocncrete Flexural Test	240	\$60.00	\$ 14,400.00
Air Content of Concrete, ea.	Air Test	330	\$32.00	\$ 10,560.00
Mortar Cubes	Mortar Compr. Test	0	\$26.00	\$ 0.00
Grout Prisms	Grout Prism Compr. Test	0	\$37.00	\$ 0.00
Cylinder Pick Up (concrete)	Cylinder P/U	18	\$769.00	\$ 13,842.00
Core Machine	Core Machine w/generator	0	\$290.00	\$ 0.00
Core Bit Wear, inches	Core Bit Wear, inches	0	\$7.00	\$ 0.00
Round Trip	Round Trip Charge	36	\$693.00	\$ 24,948.00
Round Trip - Weekend	Round Trip Charge	0	\$901.00	\$ 0.00
Subtotal				\$ 91,123.00
HMAC Testing				
Senior Field Technician, per hr.	Asphalt Services	32	\$96.00	\$ 3,072.00
Senior Field Technician, per hr. - OT/Weekend	Asphalt Services	0	\$144.00	\$ 0.00
Superpave TEX-241	Superpave TEX-241	0	\$300.00	\$ 0.00
Rice Specific Gravity, ea.	Rice Gravity	8	\$85.00	\$ 680.00
Core Machine	Core Machine w/generator	4	\$290.00	\$ 1,160.00
Core Density	Core Density	8	\$30.00	\$ 240.00
Core Bit Wear, inches	Core Bit Wear, inches	32	\$7.00	\$ 224.00
Sample Pick Up, ea.	Sample P/U	0	\$769.00	\$ 0.00
Round Trip	Round Trip Charge	4	\$693.00	\$ 2,772.00
Round Trip - Weekend	Round Trip Charge	0	\$901.00	\$ 0.00
Nuclear Density Gauge, per day	Equipment -Density Gauge	4	\$75.00	\$ 300.00
Subtotal				\$ 8,148.00
Project Management and Report Preparation				
Project Manager and Administration	PM/Admininstration		17%	\$ 23,078.35
Total Estimated Cost				\$ 158,833.35

Comments/Notes: Depth Checks will be Performed, no charge when currently onsite testing/sampling concrete

This is an estimate only. Site visits are charged with a 4-hr minimum onsite time. For additional information pertaining to the charges, refer to Beyond's 2024 Schedule of Services and Fees.

2024 Schedule of Services and Fees Midland/Odessa, Texas

Geotechnical Engineering, Construction Materials Testing, and Structural Inspections

Geo and CMT Professional Staff Rates

Principal	\$ 205 Hour
Senior Professional Engineer	\$ 170 Hour
Project Manager / Engineer	\$ 145 Hour
Staff Professional or Geologist	\$ 110 Hour
Structural Inspector, AWS / CWI (minimum 4-hour charge per trip)	\$ 130 Hour
Administrative Staff (hourly assignments)	\$ 60 Hour
Technician	\$ 76 Hour

Hourly rates are charged portal to portal from our office. Minimum charges are 4-hours per trip for all Construction Materials Testing services, except for cylinder/sample retrieval

Senior Technician - Construction Control	\$ 96 Hour
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Control services include floor flatness/levelness, pier inspection, HMAC, rebar inspection, post-tensioned cables, shear wall inspections, batch plant inspections, and fire proofing. Minimum 4-hour charge per trip.

Project Management and Administration for CMT projects (invoice subtotal) 17% Markup

Travel (technicians only)

Round Trip Charge within Midland (excluding tech travel time), M - F	\$ 76 Each
Round Trip Charge within Midland (excluding tech travel time), Weekend	\$ 96 Each
Trip Charge for Projects outside of Midland (including tech travel time), M - F	\$ 2.10 Mile
Trip Charge for Projects outside of Midland (including tech travel time), Weekend	\$ 2.73 Mile
Per Diem / Lodging (when overnight stay is required)	\$ 170 Day
Cylinder and Sample Pick Up within Midland (lump sum trip charge, including tech time, vehicle, and process/log/prep sample)	\$ 146 Each
Cylinder and Sample Pick Up for projects outside of Midland will incur a Round Trip mileage charge plus 1-hour tech time.	\$ Project Specific

Soil Tests

Moisture/Density Analysis (proctor), ASTM D698	\$ 285 Each
Moisture/Density Analysis (proctor), ASTM D1557	\$ 285 Each
Sieve Analysis, (Includes Wash No. 200), ASTM C136 and D1140	\$ 110 Each
Minus #200 Content only, ASTM D1140	\$ 65 Each
Relationship of Base Materials, Tex-113-E	\$ 350 Each

Clients Initials _____

Atterberg Limits (Liquid, Plastic Limits and PI), ASTM D4318	\$	120 Each
Sand Cone Density, ASTM D1556	\$	85 Each
Soil Box Electrical Resistivity, TEX-129-E	\$	160 Each
pH of Soil, TEX-128-E	\$	40 Each
Specific Gravity of Soils, ASTM D854	\$	95 Each
Moisture Content only, ASTM D2216	\$	21 Each
Sample Remolds	\$	42 Each
Determining Bar Linear Shrinkage, TEX-107-E	\$	120 Each
Laboratory Rush Charge (specific requests that require lab overtime)	\$	160 Each

Concrete Tests

Concrete Compressive Strength, 4x8 cylinders, ASTM C39	\$	27 Each
Concrete Compressive Strength, 6x12 cylinders, ASTM C39	\$	30 Each
Compressive Strength of Cored Specimen, ASTM C42 (Includes trim and sulfur cap)	\$	75 Each
Compressive Strength of Lightweight Insulating Concrete, ASTM C495	\$	53 Each
Grout Prism Compression Strength), ASTM C1019	\$	37 Each
Mortar Compressive Strength (cube), ASTM C109	\$	26 Each
Air Content of Concrete (pressure method), ASTM C231	\$	32 Each
Slump Test (extras, no cylinders cast), ASTM C143	\$	26 Each
Unit Weight, Bulk Density, Yield of Concrete, ASTM C138	\$	37 Each
Core Bit Wear, inches cored	\$	7.00 inch
Concrete Mix Design (includes gravities, gradations & unit weights)	\$	690 Each
Moisture Transmission Test for Floor Slab	\$	42 Each
Concrete Cylinder Saw Cut or Cap (uneven cylinders, cast by others)	\$	20 Each
Floor Flatness/Floor Level Equipment	\$	660 Day
Beam Flexural Strength Test	\$	60 Each

Aggregate Tests

Sieve Analysis, with wash, ASTM C136 and C117	\$	110 Each
Organic Impurities (TEX-408-A, ASTM D2974)	\$	65 Each
Sand Equivalent (D2419, TEX-203-F, T-176)	\$	121 Each
Sulfates Content (TEX-145-E, ASTM C1580)	\$	65 Each
Wash Minus #200 (Decantation), ASTM C117	\$	65 Each
Specific Gravity for Sand, ASTM C127	\$	68 Each
Specific Gravity for Gravel, ASTM C128	\$	68 Each
Fractured Face Count, ASTM D5821	\$	137 Each
Flat and Elongated Particles, ASTM D4791	\$	158 Each
Soundness (Magnesium Sulfate) 5 cycles, TEX-411-A	\$	420 Each
Wet Ball Mill, TEX-116-E (includes initial Sieve Analysis)	\$	395 Each
Unit Weight and Bulk Density, (Loose or Rodded), ASTM C29	\$	45 Each
LA Abrasion (ASTM C131/C535 or TEX-4410-A)	\$	368 Each
Clay Lumps and Friable Particles, TEX-413-A / ASTM C142	\$	150 Each
Determining Flakiness Index, TEX-224-F	\$	160 Each
Micro-Deval Abrasion of Aggregate, TEX-461-A	\$	350 Each

Clients Initials _____

Asphaltic Concrete (HMAC)

HMAC Asphalt Content by Ignition Method, ASTM D6307	\$	255 Each
Marshall Stability and Flow (set of 3), ASTM D6927	\$	235 Each
TGC Molds (set of 3), TEX-206-F and 208-F	\$	235 Each
SGC Molds TEX-241 (set of 3)	\$	300 Each
Density of HMAC Core TEX-207-F	\$	30 Each
Rice Gravity, Max Theoretical Specific Gravity, TEX-227	\$	85 Each

Miscellaneous Items

Nuclear Density Gauge	\$	75 Day
Core Machine with Generator	\$	290 Day
Ferrosan Equipment	\$	265 Day
Static Cone Penetrometer	\$	140 Day
Dynamic Cone Penetrometer	\$	160 Day
Utility Vehicle, 4x4 UTV off road	\$	265 Day

Sprayed Fire Resistive materials (SFRM)

Thickness and Density of SFRM, ASTM E605	\$	65 Each
Adhesion/Cohesion of SFRM, ASTM E736	\$	65 Each

BASIS OF CHARGES

1. Listed herein are services performed most frequently. Prices for other services can be given upon request. We can provide discounts for projects involving volume work.
2. If Client requires service before a contract is executed, Client agrees to limit the Consultant's liability per Item 15 of Beyond's *Professional Services Agreement (PSA)*.
3. Invoices will be issued on a monthly basis or upon completion of a project, whichever is sooner. Beyond requires payment within 30 days (unless negotiated otherwise). If not paid within terms per the *Contract*, the unpaid balance shall be subject to a finance charge of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%.
4. A four-hour minimum applies for all field services. Projects local to Midland are billed a lump sum trip charge, plus tech time portal to portal from our office. Projects located outside of Midland are billed a round trip mileage charge, plus on-site tech time.
5. Project management, engineer report review, and invoicing are considered project management. Administrative services include report preparation, distributing reports, postage, and dispatch. These items are not billed hourly. To account for this effort, Beyond charges 17% of the total field and laboratory costs. For example, when field and lab services are \$100, PM/Admin costs are an additional \$17, for a total invoice of \$117.
6. Overtime is charged at 1.5 times the hourly rate. Overtime applies to services after 5:00 pm and before 7:00 am, weekends, as well as work greater than 40 hours per week per project. Work performed during a national holiday is billed at a rate of 2.0.
7. Per diem for overnight stays will be charged at a rate of \$170.00 per day per person, or at actual expenses whichever is greater.
8. Outside services and expenses include a 17% markup, unless otherwise noted.
9. Shipping charges will also be included.

Clients Initials _____



October 16, 2024

Mr. Don Green
Director of Transportation Services
Abilene Regional Airport
P.O. Box 60
Abilene, Texas 79604-0060

Ref: Independent Fee Analysis
Air Tanker Ramp – CA Services

Dear Mr. Green,

Attached is the Independent Fee Estimate (IFE) for the above referenced project. The IFE is based on the scope of the project as we understand it. The services to be provided by the consultant include programming, design, and bidding services.

We have utilized our standard man hour sheet for your review of the hours and costs associated with the IFE. The cost for expenses has also been estimated for each phase of the work.

Thank you for this opportunity to prepare the IFE.
Please let us know if you have any questions.

Very Truly Yours,
Kutchins & Groh, L.L.C.

A handwritten signature in black ink, appearing to read 'George L. Groh', is placed over a light blue rectangular background.

George L. Groh, AIA
Managing Principal

Cc: Brad Kutchins

Attachment: Independent Fee Analysis

Abilene Regional Airport Air Tanker Ramp – CA Services Independent Fee Estimate

October 16, 2024

Abilene Regional Airport Air Tanker Ramp - CA Services Independent Fee Estimate

Fee Summary

Tasks	Estimated Fees
Construction Administration	\$497,415.98
Resident Project Representative	\$324,314.38
Total Cost for Engineering Services	\$821,730.35

**Abilene Regional Airport
Air Tanker Ramp - CA Services
Independent Fee Estimate**

WORK TASK DESCRIPTION	Principal \$92.50 /hr.	Project Manager \$65.00 /hr.	Senior Engineer \$75.00 /hr.	Engineer I \$60.00 /hr.	Electrical Engineer \$60.00 /hr.	EIT \$40.00 /hr.	CADD \$35.00 /hr.	Clerical \$25.00 /hr.
1. Construction Administration	20							64
Issued for Construction (IFC) Documents		4	4	12	4		20	
Submittals		4	8	20	12			
Notice to Proceed & Preconstruction Meeting		2	2	16	4			
Progress Meetings		24	60	240	24			
Owner Coordination		60		120				
RFIs		12	16	40	12			
Progress Payments		16		32				
Review Payroll Records		6		12		16		
Record Drawings			2	12	4	12	24	
Change Orders		6	4	16	4			
Final Inspection		4	4	16	12			
RPR Coordination		4		20				
Material Testing Coordination		2		16				
Project Closeout Services		8		12	2	12		
2. Total	20	152	100	584	78	40	44	64
Hours								
Salary Costs	\$1,850.00	\$9,880.00	\$7,500.00	\$35,040.00	\$4,680.00	\$1,600.00	\$1,540.00	\$1,600.00

Total Cost

Labor and General Admin		
Hours	1082	
Total Labor and General Admin Costs:		\$63,690
Labor and General Admin Overhead		
Overhead Rate	185%	
Total Labor and General Admin Overhead Cost:		\$117,827
Direct Non-Labor Expenses		
Travel	\$12,072	
Printing	\$1,250	
Postage	\$350	
Total Direct Non-Labor Expenses		\$13,672
SUBTOTAL:		\$195,189
Fees:		
Subcontractor Fee:		\$275,000
Material Testing - NTE	\$275,000	
Professional Fee:	15%	\$27,227
TOTAL FEE:		\$497,416

Abilene Regional Airport Air Tanker Ramp - CA Services Independent Fee Estimate

WORK TASK DESCRIPTION	Resident Project Representative
	\$110.69 /hr.

1. Resident Project Representative	Hours
Inspection Services	2,930
RPR Services	\$324,314.38

2. Reimbursable Expense	\$0.00
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Total Resident Project Representative	\$324,314.38
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City Council Meeting

11/21/2024





Air Tanker Ramp Construction Phase

Engineering Services

- Garver is the airport's airside engineering firm and designed the Air Tanker Ramp Construction Project.
- The construction phase will require engineer oversight, testing and inspection services and Airport staff asked Garver to provide a scope and fee proposal for a task order under its master contract.
- Garver proposed a not-to-exceed fee of \$740,200.00 to perform Construction Administration, provide a Resident Project Representative, perform Materials Testing and provide Closeout Services.



- Although not required for a non-FAA project such as this, Airport staff asked its Capital Implementation Consultant, Kutchins & Groh, to review Garver's fee proposal for adherence to similar market pricing.
- Kutchins & Groh determined that Garver's fee is well within the market range for these services.





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **27. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles And Traffic," Article XIII, "Schedules," Section 18-289.1, "One-Way Streets-Certain Times," of the Abilene Municipal Code to Change Traffic Restrictions at Crockett Early Head Start Facility *(Max Johnson)*

GENERAL INFORMATION

The Ordinance Amendment was requested to support safe traffic and pedestrian movement at the Crockett Early Head Start Facility. The Crockett EHS Director supports this change to reduce congestion at this location in the morning and afternoons.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends change to City Ordinance for DO NOT ENTER signs at the intersection of Willis and South 13th Street during specific times as listed on signage in morning and afternoon.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Redlline_Ord_Amend_Addition of One-way Crockett Head Start Facility 11-7-2024
2. Blackline_Ord_Amend_Addition of One-way Crockett Head Start Facility 11-7-2024
3. Ordinance Modification for One-Way Signs ppt 11-12-2024

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-289.1, “ONE WAY STREETS – DURING CERTAIN TIMES,” OF THE ABILENE MUNICIPAL CODE, BY REMOVING A SECTION AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE;

WHEREAS, the current use of traffic design at Crockett Early Head Start facility utilizes one-way traffic restriction on South 13th Street between Willis Street and Sunset Drive during certain hours of the morning and afternoon on school days; and

WHEREAS, the City Code of Ordinance provides direction for one-way streets during certain hours; and

WHEREAS, there is a need to amend the City Code of Ordinances to add a section of one-way street on South 13th Street between Willis Street and Sunset Drive adjacent to Crockett Early Head Start Facility.

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

PART 1: That Chapter 18, Article XIII, Section 18-289.1 of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 7th day of November 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of 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 21th day of November, 2024, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 21st day of November 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-289.1. – Same [One-way Streets] – During certain hours.

In accordance with the provisions of this chapter, and when properly signposted, traffic shall move only in the direction indicated upon the following streets or portions of streets during the hours specified:

Street	Extent	Direction	Hours
Clinton St.	N. 12th St. to N. 14th St.	North	7:30—8:10 a.m. 2:45—3:30 p.m. (School Days Only)
EN 13th St.	From Judge Ely Blvd. to Avenue F	West	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Minter Ln.	From Vogel Ave. to Sherry Ln.	North	7:30—8:10 a.m. 2:45—3:30 p.m. (School Days Only)
State St.	Victoria St. to Merchant St.	East	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Merchant St.	State St. to N. 8th St.	South	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
N. 8th St.	Merchant St. to Victoria St.	West	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Alley East of Victoria St.	N. 8th St. to State St.	North	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Peach St.	S. 1st St. to S. 3rd St.	South	7:40—8:20 a.m. 3:15—4:00 p.m. (School Days Only)
N. 17th St.	From Orange St. to Beech St.	West	3:00—3:45 p.m. (School Days Only)
S. 13th St	Willis St to Sunset Dr.	West	7:30 – 8:30 a.m. 2:30 – 4:30 p.m. (School Days Only)

Exhibit A

Sec. 18-289.1. – Same [One-way Streets] – During certain hours.

In accordance with the provisions of this chapter, and when properly signposted, traffic shall move only in the direction indicated upon the following streets or portions of streets during the hours specified:

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Merchant St.	State St. to N. 8th St.	South	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
N. 8th St.	Merchant St. to Victoria St.	West	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Alley East of Victoria St.	N. 8th St. to State St.	North	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Peach St.	S. 1st St. to S. 3rd St.	South	7:40—8:20 a.m. 3:15—4:00 p.m. (School Days Only)
N. 17th St.	From Orange St. to Beech St.	West	3:00—3:45 p.m. (School Days Only)
S. 13 th St	Willis St to Sunset Dr.	West	7:30 – 8:30 a.m. 2:30 – 4:30 p.m. (School Days Only)

**AMENDING CHAPTER 18, “MOTOR VEHICLES AND
TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-
289.1, “ONE-WAY STREETS – CERTAIN TIMES,” OF THE
ABILENE MUNICIPAL CODE**

(Max Johnson)





ORDINANCE AMENDMENT SECTION 18-289.1, “ONE-WAY STREETS – CERTAIN TIMES”

- **One-way restriction signed and has been observed at this location since before 2021; however, City Ordinance was not updated to recognize this traffic restriction.**
- **By request of Crockett Early Head Start Director to make a minor change to the morning and afternoon hours of the restriction, Staff recognized the need to update the ordinance to include this one-way street restriction to assist with traffic flow and increase safety of pedestrians in the area around Crockett Early Head Start Facility.**
- **Request includes the one-way restriction on South 13th during specific morning and afternoon hours as marked on the traffic control signage.**
- **Staff, Director at Crockett Early Head Start and, AISD School Safety and Security Specialist support this action.**





Location of requested change for One-way Street – Certain Hours



CITY OF
ABILENE
TEXAS



Current Signage for One-way Street – Certain Hours





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **28. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 7.8 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (Michael Rice)

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed.

Wylie Independent School District has requested that its property be annexed into the city limits of the City of Abilene. The property is described as being a 7.800 acre tract out of the A. Greenwall Survey No. 100, A-86, Taylor County, Texas, the same being out of a 24.576 acre tract conveyed to the Wylie Independent School District, recorded in Document No. 2010-17769, Official Public Records, Taylor County, Texas.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.

The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed with respect to the real property listed on Exhibit "A".

The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and

the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

SPECIAL CONSIDERATIONS

Public Notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into the city limits of the City of Abilene, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Annexation Ordinance
2. Legal Description 7.8 acres
3. Wylie Annexation 2
4. 2024-09-10 - Wylie Independent School District - 7.8 Acre Tract of A. Greenwall Survey No. 100
5. Presentation-WISD Annexation - 7.8 Acres

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 7.8 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A,” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit “B” is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 7th day of November, 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 3rd day of November, 2024, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 21st day of November, 2024, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 21st day of November, 2024.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

EXHIBIT B



Enprotec | Hibbs & Todd

**FIELD NOTES
FOR
A 7.800 ACRE TRACT
OUT OF
THE A. GREENWALL SURVEY NO. 100, A-86
TAYLOR COUNTY, TEXAS**

BEING a 7.800 acre tract out of the A. Greenwall Survey No. 100, A-86, Taylor County, Texas, same being out of a 24.576 acre tract conveyed to the Wylie Independent School District, recorded in Document No. 2010-17769, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone based on
GPS observation*

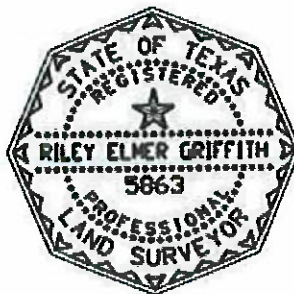
BEGINNING at a point for the intersection of the east line of said 24.576 acre tract and the current City Limits, a line five hundred (500') feet north of the calculated centerline of Antilley Road as called for in the South Tract Annexation recorded in City of Abilene Ordinance No. 53-1980, and being on the west line of Lot 1, Block "A", Wylie High School Addition, recorded in Cabinet 3, Slide 82, Plat Records, Taylor County, Texas, annexed in City of Abilene Ordinance No. 46-1995, for the southeast corner of this tract, where a found 1/2 inch iron rod with red plastic cap at the southeast corner of said 24.576 acre tract, same being the southwest corner of said Lot 1, bears 453.00' S 00°50'49" W;

THENCE North 89 degrees 00 minutes 28 seconds West, along the current City Limits, same being parallel with, and 500' perpendicular to, the calculated centerline of Antilley Road, a distance of 355.10 feet to a point for the southwest corner of this tract, where a set chiseled X in a concrete sidewalk bears 453.00' S 00°50'49" W, from which a found 1/2 inch iron rod at the southwest corner of said 24.576 acre tract bears 564.81' N 89°00'28" W;

THENCE North 00 degrees 50 minutes 49 seconds East, parallel with the east line of said 24.576 acre tract, a distance of 956.79 feet to a found 1/2 inch iron rod with plastic cap marked "H&T" at the northwest corner of said 24.576 acre tract and this tract;

THENCE South 88 degrees 59 minutes 48 seconds East, along the north line of said 24.576 acre tract, a distance of 355.10 feet to a found 1/2 inch iron rod at the northeast corner of said 24.576 acre tract and this tract, same being the northwest corner of said Lot 1, and being a corner of the current City Limits;

THENCE South 00 degrees 50 minutes 49 seconds West, along the east line of said 24.576 acre tract, same being the west line of said Lot 1, and being the current City Limits, a distance of 956.73 feet to the Point of Beginning containing an area of 7.800 acres. Surveyed in July 2024.



Riley Elmer Griffith, RPLS No. 5863
Dated: 8/01/2024





 Proposed Annexation
 Abilene City Limits



0 1 Miles

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE AND WYLIE INDEPENDENT SCHOOL DISTRICT

This Municipal Services Agreement ("Agreement") is entered into on this the 10th day of September, 2024, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and Wylie Independent School District, ("Owner"). The term "Owner" includes all owners of the Property

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 7.8 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated July 2, 2024;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City’s Fire Department will provide emergency and fire protection services.

ii. Police – The City’s Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City’s Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City’s Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

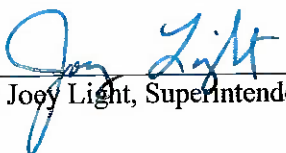
13. ENTIRE AGREEMENT

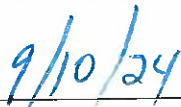
This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

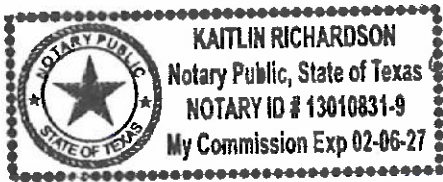
Wylie Independent School District

By:  _____
By: Joey Light, Superintendent

 _____
Date

THE STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on the 10th day of September, 2024, by
Joey Light, Superintendent, on behalf of Wylie Independent School
District.



[Signature]
Notary Public, State of Texas

CITY OF ABILENE

Robert Hanna
Robert Hanna, City Manager

Sep 10, 2024
Date

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

Kelly Messer
City Attorney

Exhibit A



Enprotec | Hibbs & Todd

**FIELD NOTES
FOR
A 7.800 ACRE TRACT
OUT OF
THE A. GREENWALL SURVEY NO. 100, A-86
TAYLOR COUNTY, TEXAS**

BEING a 7.800 acre tract out of the A. Greenwall Survey No. 100, A-86, Taylor County, Texas, same being out of a 24.576 acre tract conveyed to the Wylie Independent School District, recorded in Document No. 2010-17769, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone based on
GPS observation*

BEGINNING at a point for the intersection of the east line of said 24.576 acre tract and the current City Limits, a line five hundred (500') feet north of the calculated centerline of Antilley Road as called for in the South Tract Annexation recorded in City of Abilene Ordinance No. 53-1980, and being on the west line of Lot 1, Block "A", Wylie High School Addition, recorded in Cabinet 3, Slide 82, Plat Records, Taylor County, Texas, annexed in City of Abilene Ordinance No. 46-1995, for the southeast corner of this tract, where a found 1/2 inch iron rod with red plastic cap at the southeast corner of said 24.576 acre tract, same being the southwest corner of said Lot 1, bears 453.00' S 00°50'49" W;

THENCE North 89 degrees 00 minutes 28 seconds West, along the current City Limits, same being parallel with, and 500' perpendicular to, the calculated centerline of Antilley Road, a distance of 355.10 feet to a point for the southwest corner of this tract, where a set chiseled X in a concrete sidewalk bears 453.00' S 00°50'49" W, from which a found 1/2 inch iron rod at the southwest corner of said 24.576 acre tract bears 564.81' N 89°00'28" W;

THENCE North 00 degrees 50 minutes 49 seconds East, parallel with the east line of said 24.576 acre tract, a distance of 956.79 feet to a found 1/2 inch iron rod with plastic cap marked "H&T" at the northwest corner of said 24.576 acre tract and this tract;

THENCE South 88 degrees 59 minutes 48 seconds East, along the north line of said 24.576 acre tract, a distance of 355.10 feet to a found 1/2 inch iron rod at the northeast corner of said 24.576 acre tract and this tract, same being the northwest corner of said Lot 1, and being a corner of the current City Limits;

THENCE South 00 degrees 50 minutes 49 seconds West, along the east line of said 24.576 acre tract, same being the west line of said Lot 1, and being the current City Limits, a distance of 956.73 feet to the Point of Beginning containing an area of 7.800 acres. Surveyed in July 2024.



Riley Elmer Griffith, RPLS No. 5863
Dated: 8/01/2024





September 9, 2024

Mr. Joey Light
Superintendent
Wylie Independent School District
6251 Buffalo Gap Road
Abilene, Texas 79606

RE: Non-Annexation Development Agreement City of Abilene and Wylie Independent School District

Dear Mr. Light:

On or about July 2, 2024, you informally requested the annexation of two properties for Wylie's new elementary school into the City of Abilene, Texas. Attached hereto is the legal description of one of the tracts you have provided to the City, totaling 7.8 acres to be annexed into the city limits of the City of Abilene, Texas.

Section 43.016 of the Texas Local Government Code requires the city to offer your client another option. However, you are not required to enter into any development agreement with the city. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "non-annexation" development agreement with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for up to 45 years or until any type of subdivision plat or related development document is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but also may not receive tax-supported services from the city such as police, fire, and others. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. **If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.**

City Attorney's Office
555 Walnut Street, Suite 208
Abilene, Texas 79601
325.676.6251
ABILENETX.GOV



Please note that a municipality that enters into a development agreement waives immunity from suit for the purpose of adjudicating a claim for breach of the contract, pursuant to Section 212.172 of the Texas Local Government Code.

We have enclosed the Chapter 43 Development Agreement we are offering for your client's consideration. Your client has three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) they may negotiate new language by indicating the words that they wish to change, add, or delete in the agreement; or (3) the owners may decline the offer of this agricultural, wildlife management or timber development agreement.

The Development Agreement must be returned, indicating your choice of one of the three options, on or before October 1, 2024. If you have questions or are unable to return the agreement by that date, please contact Michael Rice, Assistant City Manager. Please consult with your legal counsel as well.

We have also enclosed a proposed **Municipal Services Agreement** pursuant to Texas Local Government Code Chapter 43, Subchapter C-3, regarding annexation of an area on request of the landowners.. **This agreement outlines the municipal services the City proposes to offer if your client rejects the Development Agreement and would like to proceed with voluntary annexation.**

Annexation at your request will not occur until the City Council approves an agreed upon Municipal Services Agreement, holds a public hearing and adopts an annexation ordinance.

Please let us know if you have any questions or concerns regarding the proposed Municipal Services Agreement and if your client wishes to proceed with annexation.

Sincerely,

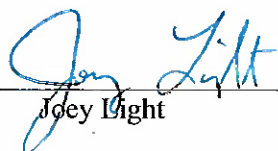


ROBERT HANNA
City Manager, City of Abilene, Texas

Wylie Independent School District hereby requests that the City of Abilene, Texas annex into the city limits the land owned by Wylie Independent School District as described in this letter and attached hereto. Wylie Independent School District hereby declines any Developer "Non-Annexation" Wildlife Management or Timber Development Agreement pursuant to Section 43.016 of the Texas Local Government Code

Date: Sept. 10, 2024

Wylie Independent School District

By: 
Joey Light

Superintendent

Annexation of approximately 7.8 Acres into the City Limits of the City of Abilene, Texas

Michael Rice





Annexation of approximately 7.8 Acres into the City Limits of the City of Abilene, Texas

- Wylie Independent School District has requested that its property, described as a 7.800 acre tract, be annexed into the city limits of the City of Abilene
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO
- Staff supports the Annexation Request.





Legend

 Proposed Annexation
 Abilene City Limits





Annexation of approximately 7.8 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **29. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 1.777 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Michael Rice)*

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed.

Wylie Independent School District has requested that its property be annexed into the city limits of the City of Abilene. The property is described as being a 1.777 acre tract out of the William E. Vaughan Section 104, A-418, Taylor County, Texas, out of a 21.13 acre tract recorded as a Correction Instrument Warranty Deed in Document No. 2024-11476.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property listed on Exhibit "A".

The annexed territory shall be a part of the City of Abilene Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of

Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

SPECIAL CONSIDERATIONS

Public Notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into the city limits of the City of Abilene, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Annexation Ordinance²
2. Legal Description 1.777 acres
3. Wylie Annexation¹
4. 2024-09-10 - Wylie independent School District - 1.77 Acre Tract of William E. Vaughan Section 104
5. Presentation-WISD Annexation - 1.777 Acres

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 1.777 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A,” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit “B” is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 7th day of November, 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 3rd day of November, 2024, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 21st day of November, 2024, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 21st day of November, 2024.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

EXHIBIT B



Enprotec | Hibbs & Todd

**FIELD NOTES
FOR
A 1.777 ACRE ANNEXATION TRACT
TAYLOR COUNTY, TEXAS**

BEING a 1.777 acre annexation tract out of William E. Vaughan Section 104, A-418, Taylor County, Texas, out of a 21.13 acre tract recorded as Correction Instrument Warranty Deed in Document No. 2024-11476, and being more particularly described as follows:

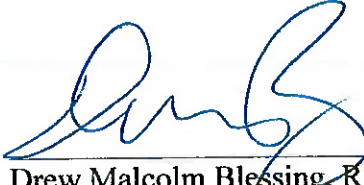
*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone
based on GPS observations*

BEGINNING at a point in the west boundary line of said 21.13 acre tract for the northwest corner of this tract, same point being in the south line of the City Limits per Ordinance No. 53-1980, same point being five hundred feet parallel and perpendicular to the south right of way of FM 707 (a.k.a. Beltway South), where a found 1/2 inch iron rod with plastic cap marked "H&T" at an angle point in the south boundary line of said 21.13 acre tract bears 1285.19' N 71°31'28" W;

THENCE South 89 degrees 11 minutes 12 seconds East, along said south line of City Limits and five hundred feet parallel and perpendicular to the south right of way of FM 707, a distance of 750.58 feet to a point for the northeast corner of this tract, where a found 1/2 inch iron rod with plastic cap marked "H&T" in the south right of way of FM 707 at the northeast corner of said 21.13 acre tract bears 558.57' N 27°17'12" E;

THENCE South 27 degrees 17 minutes 12 seconds West a distance of 230.45 feet to a found 1/2 inch iron rod with plastic cap marked "H&T" for the southern corner of this tract, same being the southern corner of said 21.13 acre tract;

THENCE North 71 degrees 31 minutes 28 seconds West a distance of 679.90 feet to the Point of Beginning containing an area of 1.777 acres. Surveyed in July 2024.

Drew Malcolm Blessing, RPLS No. 7069
Dated: 7/23/2024



**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE
AND WYLIE INDEPENDENT SCHOOL DISTRICT**

This Municipal Services Agreement (“Agreement”) is entered into on this the 10th day of September, 2024, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, (“City”) and Wylie Independent School District, (“Owner”). The term “Owner” includes all owners of the Property

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 1.777 acres of land in the City’s extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference (“Property”);

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated July 2, 2024;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.
- i. Fire – The City’s Fire Department will provide emergency and fire protection services.
- ii. Police – The City’s Police Department will provide protection and law enforcement services.
- iii. Emergency Medical Services – The City’s Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.
- iv. Planning, Zoning and Building – The City’s Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.
- v. Publicly Owned Parks, Facilities and Buildings.
1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.
2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- vi. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.
- vii. Streets – The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

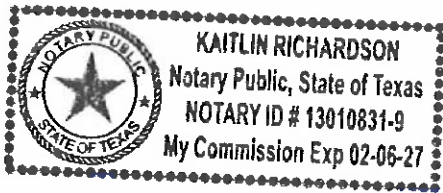
Wylie Independent School District


By: Joey Light, Superintendent


Date

THE STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on the 10th day of September, 2024, by
Socoy Light, Superintendent, on behalf of Wylie Independent School
District.



[Signature]
Notary Public, State of Texas

CITY OF ABILENE

[Signature]
Robert Hanna, City Manager

Sep 10, 2024
Date

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

[Signature]
City Attorney

Exhibit A



Enprotec | Hibbs & Todd

**FIELD NOTES
FOR
A 1.777 ACRE ANNEXATION TRACT
TAYLOR COUNTY, TEXAS**

BEING a 1.777 acre annexation tract out of William E. Vaughan Section 104, A-418, Taylor County, Texas, out of a 21.13 acre tract recorded as Correction Instrument Warranty Deed in Document No. 2024-11476, and being more particularly described as follows:

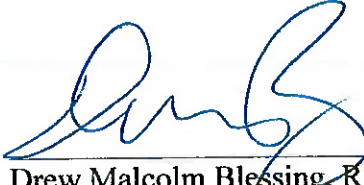
*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone
based on GPS observations*

BEGINNING at a point in the west boundary line of said 21.13 acre tract for the northwest corner of this tract, same point being in the south line of the City Limits per Ordinance No. 53-1980, same point being five hundred feet parallel and perpendicular to the south right of way of FM 707 (a.k.a. Beltway South), where a found 1/2 inch iron rod with plastic cap marked "H&T" at an angle point in the south boundary line of said 21.13 acre tract bears 1285.19' N 71°31'28" W;

THENCE South 89 degrees 11 minutes 12 seconds East, along said south line of City Limits and five hundred feet parallel and perpendicular to the south right of way of FM 707, a distance of 750.58 feet to a point for the northeast corner of this tract, where a found 1/2 inch iron rod with plastic cap marked "H&T" in the south right of way of FM 707 at the northeast corner of said 21.13 acre tract bears 558.57' N 27°17'12" E;

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Drew Malcolm Blessing, RPLS No. 7069
Dated: 7/23/2024





September 9, 2024

Mr. Joey Light
Superintendent
Wylie Independent School District
6251 Buffalo Gap Road
Abilene, Texas 79606

RE: Non-Annexation Development Agreement City of Abilene and Wylie Independent School District

Dear Mr. Light:

On or about July 2, 2024, you informally requested the annexation of two properties for Wylie's new elementary school into the City of Abilene, Texas. Attached hereto is the legal description of one of the tracts you have provided to the City, totaling 1.777 acres to be annexed into the city limits of the City of Abilene, Texas.

Section 43.016 of the Texas Local Government Code requires the city to offer your client another option. However, you are not required to enter into any development agreement with the city. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "non-annexation" development agreement with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for up to 45 years or until any type of subdivision plat or related development document is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but also may not receive tax-supported services from the city such as police, fire, and others. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. **If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.**

City Attorney's Office
555 Walnut Street, Suite 208
Abilene, Texas 79601
325.676.6251
ABILENETX.GOV



Please note that a municipality that enters into a development agreement waives immunity from suit for the purpose of adjudicating a claim for breach of the contract, pursuant to Section 212.172 of the Texas Local Government Code.

We have enclosed the Chapter 43 Development Agreement we are offering for your client's consideration. Your client has three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) they may negotiate new language by indicating the words that they wish to change, add, or delete in the agreement; or (3) the owners may decline the offer of this agricultural, wildlife management or timber development agreement.

The Development Agreement must be returned, indicating your choice of one of the three options, on or before October 1, 2024. If you have questions or are unable to return the agreement by that date, please contact Michael Rice, Assistant City Manager. Please consult with your legal counsel as well.

We have also enclosed a proposed **Municipal Services Agreement** pursuant to Texas Local Government Code Chapter 43, Subchapter C-3, regarding annexation of an area on request of the landowners.. **This agreement outlines the municipal services the City proposes to offer if your client rejects the Development Agreement and would like to proceed with voluntary annexation.**

Annexation at your request will not occur until the City Council approves an agreed upon Municipal Services Agreement, holds a public hearing and adopts an annexation ordinance.

Please let us know if you have any questions or concerns regarding the proposed Municipal Services Agreement and if your client wishes to proceed with annexation.

Sincerely,

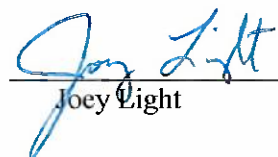


ROBERT HANNA
City Manager, City of Abilene, Texas

Wylie Independent School District hereby requests that the City of Abilene, Texas annex into the city limits the land owned by Wylie Independent School District as described in this letter and attached hereto. Wylie Independent School District hereby declines any Developer "Non-Annexation" Wildlife Management or Timber Development Agreement pursuant to Section 43.016 of the Texas Local Government Code

Date: _____, 2024

Wylie Independent School District

By:  _____
Joey Light

Superintendent

Annexation of approximately 1.777 Acres into the City Limits of the City of Abilene, Texas

Michael Rice





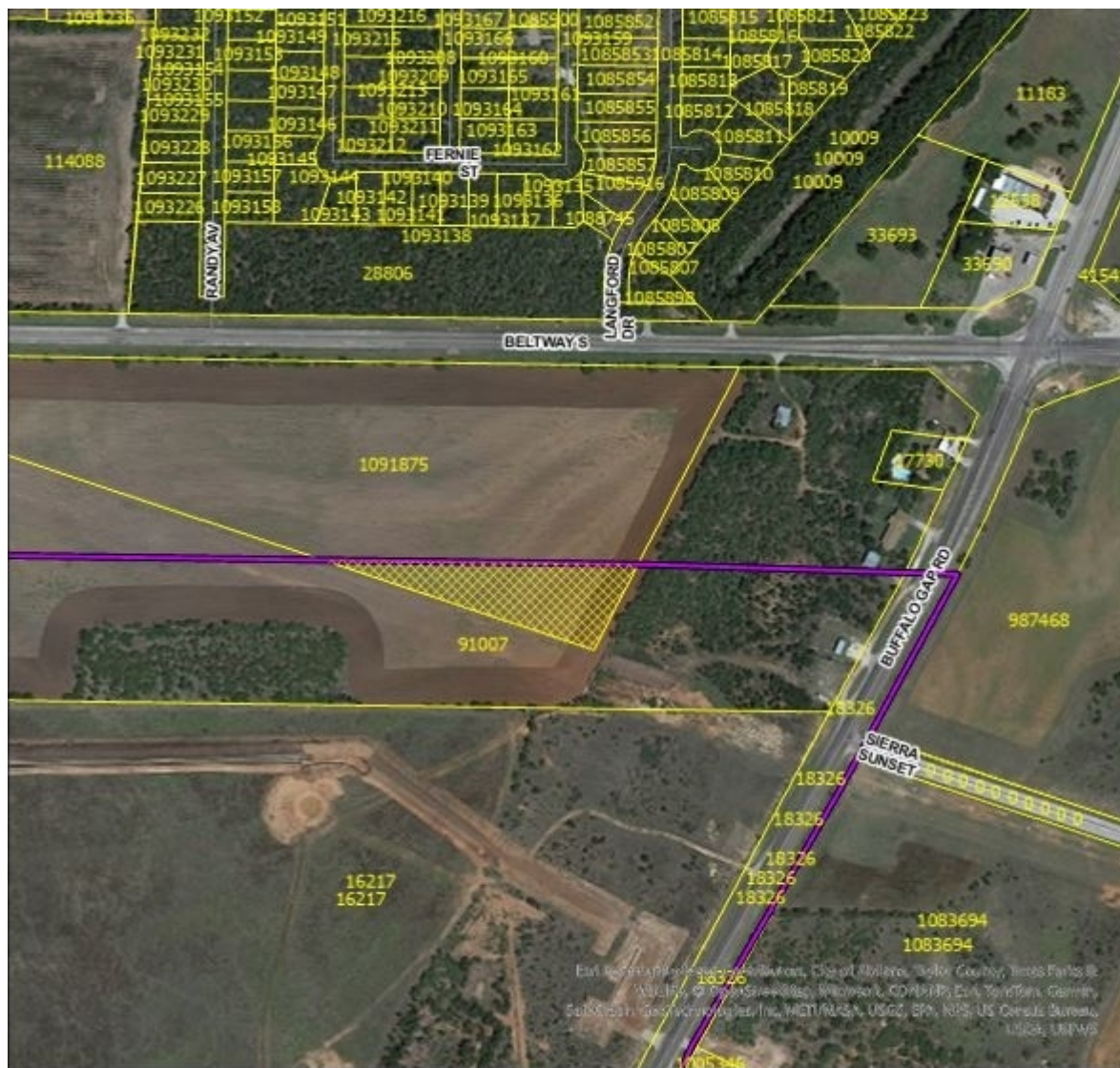
Annexation of approximately 1.777 Acres into the City Limits of the City of Abilene, Texas

- Wylie Independent School District has requested that its property, described as a 1.777 acre tract, be annexed into the city limits of the City of Abilene
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO.
- Staff supports the Annexation Request.



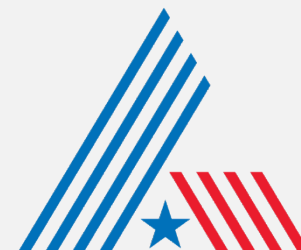


Annexation of approximately 1.777 Acres into the City Limits of the City of Abilene, Texas



Legend

- Proposed Annexation
- Abilene City Limits



CITY OF
ABILENE
TEXAS

0.06

Miles



Annexation of approximately 1.777 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **30. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 1802.91 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Michael Rice)*

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed.

The City of Abilene seeks to annex property owned by the City, generally described as 1802.91 acres located in Jones and Shackelford counties.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property.

The annexed territory shall be a part of the City of Abilene Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the

City of Abilene.

SPECIAL CONSIDERATIONS

Public Notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into the city limits of the City of Abilene, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Annexation Ordinance
2. Water Utilities Annexation Description_240926_153155
3. Northeast Annexation
4. Municipal Services Agreement executed - Hamby tract
5. Non-annexation agmt - Hamby tract
6. Hamby A Tract Survey Plat Map (3)
7. Presentation-City Annexation - 1802.91 Acres

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner, being the City of Abilene, of approximately 1802.91 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit "A", incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit "A," attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit “B” is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 7th day of November, 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 3rd day of November, 2024, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 21st day of November, 2024, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 21st day of November, 2024.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

EXHIBIT B



SHEPPARD SURVEYING COMPANY, INC.

TBPELS FIRM # 100277-00

1013 Energy Drive, Abilene, Texas 79602

325-695-6277 • sheppard-survey@sheppard-survey.com

JONES COUNTY
SHACKELFORD COUNTY
STATE OF TEXAS

METES AND BOUNDS DESCRIPTION OF PARTS OF A 2220.03 ACRE PARCEL OF LAND, SAVE AND EXCEPT 3 PARCELS, FOR A NET TOTAL OF 1802.91 ACRES, LOCATED IN JONES AND SHACKELFORD COUNTIES, KNOWN BY THE CITY OF ABILENE AS THE HAMBY "A" TRACT, THIS SURVEY MADE FOR THE PURPOSE OF ANNEXATION TO THE CITY OF ABILENE AND BEING COMPRISED OF THE PORTIONS OF THE FOLLOWING TRACTS NOT ALREADY HAVING BEEN ANNEXED TO THE CITY OF ABILENE IN 1990 AND 1994.

DESCRIBED IN TWO PARTS.

THE FOLLOWING DEEDS TO THE CITY OF ABILENE ARE FOUND IN THE DEED RECORDS OF JONES COUNTY, TEXAS.

- VOLUME 454, PAGE 217; THE NORTHWEST QUARTER OF SECTION #3, BLIND ASYLUM LANDS.
- VOLUME 450, PAGE 573; PART OF SECTION #3, BLIND ASYLUM LANDS, SECTION #52, SECTION #53, AND SECTION #54, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 448, PAGE 445; THE SOUTHWEST QUARTER OF SECTION #3, THE NORTHWEST QUARTER OF SECTION #8, PART OF SECTION #4, AND PART OF SECTION #7, BLIND ASYLUM LANDS.
- VOLUME 471, PAGE 114; THE SOUTHEAST QUARTER OF SECTION #3, BLIND ASYLUM LANDS, AND SECTION #3, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 459, PAGE 447; PART OF SECTION #3, BLIND ASYLUM LANDS, SECTION #53, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 450, PAGE 565; THE NORTHEAST QUARTER OF SECTION #8 AND THE SOUTHEAST QUARTER OF SECTION #8, BLIND ASYLUM LANDS.
- VOLUME 454, PAGE 214; PART OF SECTION #9, BLIND ASYLUM LANDS, SECTION #53 AND SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.

- VOLUME 458, PAGE 6; PART OF SECTION #9, BLIND ASYLUM LANDS, SECTION #53, SECTION #54, AND SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 468, PAGE 16; PART OF SECTION #9, BLIND ASYLUM LANDS, AND SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 504, PAGE 272; THE SOUTHEAST QUARTER OF SECTION #52, BLOCK #14, T. AND P. RAILWAY COMPANY.

THE FOLLOWING JUDGMENT TO THE CITY OF ABILENE IS FOUND IN THE DEED RECORDS OF SHACKELFORD COUNTY, TEXAS.

- VOLUME 205, PAGE 320; PART OF SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.

~SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACTS~

- VOLUME 743, PAGE 621, DEED RECORDS JONES COUNTY, FRENCH ROBERTSON PRISON
- VOLUME 30, PAGE 435, OFFICIAL PUBLIC RECORDS JONES COUNTY, ABILENE PRISON SITE 85.87 ACRE TRACT OUT OF SECTION #3, BLIND ASYLUM LANDS, JONES COUNTY, TEXAS
- VOLUME 22, PAGE 250, OFFICIAL PUBLIC RECORDS JONES COUNTY, F. M. HIGHWAY 3522, CSJ 0974-08-00, PARCEL #7 OUT OF SECTION #3, BLIND ASYLUM LANDS, AND SECTION #'S 52, 53, AND 54, BLOCK 14, T. AND P. RAILWAY COMPANY LANDS, JONES COUNTY, TEXAS.

THE FOLLOWING DESCRIBED TRACT IS THE EASTERN 1532.48 ACRES TO BE ANNEXED, THE MAIN TRACT HAVING BEEN DIVIDED BY AN ANNEXATION IN 1990.

BEGINNING AT A SPIKE AND WASHER (N: 6888403.578, E: 1624234.242) RECOVERED WHERE THE CENTERLINE OF JONES COUNTY ROAD 301 INTERSECTS THE CENTERLINE OF FARM TO MARKET HIGHWAY 3522, THIS SPIKE AND WASHER BEING THE SOUTHWEST CORNER OF SECTION NUMBER 51 (J-A-397), THE SOUTHEAST CORNER OF SECTION NUMBER 52 (J-A-1662), THE NORTHEAST CORNER OF SECTION NUMBER 53 (J-A-483), AND THE NORTHWEST CORNER OF SECTION NUMBER 54 (J-A-1774), ALL OF BLOCK 14, T. AND P. RAILWAY COMPANY, FOR AN ELL CORNER OF THIS TRACT, ALSO BEING THE SOUTHEAST CORNER OF THE DEATHERAGE TRACT AS DESCRIBED IN VOLUME 504, PAGE 272.

THENCE N 84°25'11" E, AT 180.77' LEAVE THE RIGHT-OF-WAY OF FARM TO MARKET 3522, AT 1694.7' CROSS THE JONES/SHACKELFORD COUNTY LINE, THIS CROSSING BEING AT A POINT 495.0' S 00°26' W FROM A DISTURBED STONE IN A PILE OF ROCKS RECOVERED FOR THE JONES/SHACKELFORD COUNTY LINE MONUMENT 27, CONTINUE COURSE ALONG THE COMMON LINE BETWEEN SECTION NUMBER 51 (S-A-731) AND SECTION NUMBER 54 (S-A-1892), BOTH OF BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 3169.09' TO A POINT IN THE CENTER OF SHACKELFORD COUNTY ROAD 154 FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT AND MOST EASTERLY NORTHEAST CORNER OF THE KLETT TRACT AS DESCRIBED IN VOLUME 450, PAGE 573. FROM THIS POINT, AN OLD WOODEN FENCE POST (FENCES EAST, SOUTH, AND WEST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" BEARS S 04°27'54" E AT 20.02' AND A 3/8 INCH SPIKE WITH WASHER RECOVERED FOR THE NORTHEAST CORNER OF SECTION NUMBER 54 (S-A-1892), BLOCK 14, T. AND P. RAILWAY COMPANY, BEARS N 84°25'11" E AT 2070.5'.

THENCE S 04°27'54" E, THIS COURSE BEING GENERALLY FOLLOWED BY AN OLD FENCE ACROSS SECTION NUMBER 54 (S-A-1892), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 2634.43' TO A RAILROAD CROSS-TIE FENCE POST (FENCES NORTH, EAST, AND WEST) RECOVERED FOR AN EASTERN SOUTHEAST CORNER OF THIS TRACT.

THENCE S 84°28'27" W ACROSS SECTION NUMBER 54 (S-A-1892), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 1708.78' TO A POINT ON THE JONES/SHACKELFORD COUNTY LINE FOR THE NORTHWEST CORNER OF A 237.4 ACRE A.C.U. TRACT AS DESCRIBED IN VOLUME 266, PAGE 601, AND AN ELL CORNER OF THIS TRACT. FROM THIS POINT, A 4 1/2 INCH PIPE FENCE CORNER POST (FENCES EAST AND SOUTH) BEARS S 84°28'27" W AT 0.4' AND A SPIKE AND WASHER SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 299 BEARS S 88°34'05" W AT 28.02'.

THENCE S 00°36'46" W ALONG THE JONES/SHACKELFORD COUNTY LINE, BEING THE FENCED EAST RIGHT OF WAY OF JONES COUNTY ROAD 229, AT 2095' PASS A PILE OF STONES RECOVERED FOR COUNTY LINE MONUMENT 28 (NO STONES FOUND TO BE MARKED), CONTINUE SAME COURSE FOR A TOTAL DISTANCE OF 4387.91' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE SOUTHWEST CORNER OF A CALLED 161 ACRE A.C.U. TRACT AS DESCRIBED IN VOLUME 266, PAGE 601, AND AN ELL CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A SPIKE AND WASHER SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 299 BEARS N 89°24'27" W AT 32.71'. THIS 1/2 INCH REBAR BEING THE NORTHWEST CORNER OF THE SHOTWELL TRACT AS CONVEYED TO THE CITY OF ABILENE IN A JUDGEMENT RECORDED IN SHACKELFORD COUNTY DEED RECORDS VOLUME 205, PAGE 320, AND BEING THE NORTHWEST CORNER OF LOT 28, BLOCK 59 OF THE SAM LAZARUS

SUBDIVISION OF THE SHORTHORN PASTURE, AS RECORDED IN SHACKELFORD COUNTY DEED RECORDS VOLUME 28, PAGE 25.

THENCE N 84°17'44" E ACROSS SECTION NUMBER 59 (S-A-644), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 1869.10' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET ON THE SOUTH LINE OF A CALLED 161 ACRE A.C.U. TRACT AS DESCRIBED IN VOLUME 266, PAGE 601, FOR THE NORTHEAST CORNER OF LOT 28, BLOCK 59 OF THE SAM LAZARUS SUBDIVISION OF THE SHORTHORN PASTURE AND A NORTHEAST CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A CEDAR FENCE POST (FENCES SOUTH, EAST, AND WEST) BEARS S 04°44'25" E AT 1.8'.

THENCE S 04°44'25" E ACROSS SECTION NUMBER 59 (S-A-644), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 3064.65' TO A PINE FENCE POST (FENCES NORTH, EAST, AND WEST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" RECOVERED FOR AN ELL CORNER OF SECTION NUMBER 59 (S-A-644) AND THE NORTHWEST CORNER OF SECTION NUMBER 60 (S-A-1916), BOTH OF BLOCK 14, T. AND P. RAILWAY COMPANY, AND FOR THE SOUTHEAST CORNER OF SECTION NUMBER 9 (S-A-1168) AND THE NORTH EAST CORNER OF SECTION NUMBER 10 (S-A-966), BOTH OF BLIND ASYLUM LANDS, THIS CEDAR POST BEING THE SOUTHEAST CORNER OF LOT 28, BLOCK 59 OF THE SAM LAZARUS SUBDIVISION OF THE SHORTHORN PASTURE AND OF THIS TRACT.

THENCE S 89°49'16" W ALONG THE COMMON LINE BETWEEN SECTION NUMBER 9 (S-A-1168) AND SECTION NUMBER 10 (S-A-966), BOTH OF THE BLIND ASYLUM LANDS, FOR A DISTANCE OF 2143.86' TO AN OLD CEDAR FENCE POST (FENCES NORTH, EAST, AND WEST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" RECOVERED ON THE JONES/SHACKELFORD COUNTY LINE FOR A SOUTHWEST CORNER OF THE SHOTWELL TRACT AS CONVEYED TO THE CITY OF ABILENE IN A JUDGEMENT RECORDED IN SHACKELFORD COUNTY DEED RECORDS VOLUME 205, PAGE 320.

THENCE N 00°36'44" E ALONG THE JONES/SHACKELFORD COUNTY LINE FOR A DISTANCE OF 1381.92' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE NORTHEAST CORNER OF THE CALLED 99.9 ACRE POWERS TRACT AS DESCRIBED IN INSTRUMENT 230437, THE SOUTHEAST OF THE BRADY TRACT AS DESCRIBED IN VOLUME 468, PAGE 16, AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°48'00" W ALONG THE COMMON LINE BETWEEN SECTION NUMBER 10 (J-A-1168) AND SECTION NUMBER 9 (J-A-1187), BOTH OF BLIND ASYLUM LANDS, BEING ALONG THE SOUTHERN RIGHT-OF-WAY OF JONES COUNTY ROAD 308 FOR A DISTANCE OF 3158.04' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE NORTHWEST CORNER OF THE CALLED 99.9 ACRE POWERS TRACT DESCRIBED IN INSTRUMENT 230437, THE SOUTHWEST CORNER OF THE BRADY TRACT AS

DESCRIBED IN VOLUME 468, PAGE 16, AND A SOUTHWEST CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A COTTON SPINDLE SET IN THE APPROXIMATE CENTERLINE INTERSECTION OF JONES COUNTY ROAD 308 AND JONES COUNTY ROAD 309 BEARS N 25°47'12" E AT 44.53'.

THENCE N 00°41'35" E ALONG THE COMMON LINE BETWEEN SECTION NUMBER 8 (J-A-613) AND SECTION NUMBER 9 (J-A-1187), BOTH OF THE BLIND ASYLUM LANDS, FOR A DISTANCE OF 716.90' TO A FENCE POST (FENCE WEST), THIS POST BEING THE EASTERNMOST NORTHEAST CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, THE SOUTHEAST CORNER OF THE CALLED 23 ACRE COWDEN TRACT AS DESCRIBED IN VOLUME 450, PAGE 565, AND AN ELL CORNER OF THIS TRACT.

THENCE N 88°29'40" W ACROSS SECTION NUMBER 8 (J-A-613), BLIND ASYLUM LANDS, FOR A DISTANCE OF 1250.85' TO A 1/2 INCH REBAR IN A STONE MOUND RECOVERED FOR AN ELL CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, AND AN ELL CORNER OF THIS TRACT.

THENCE N 00°45'08" E ACROSS SECTION NUMBER 8 (J-A-613), BLIND ASYLUM LANDS, FOR A DISTANCE OF 433.74' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR AN ELL CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°16'26" W ACROSS SECTION NUMBER 8 (J-A-613), BLIND ASYLUM LANDS, FOR A DISTANCE OF 1402.80' TO AN ELL IN THE FENCE (FENCES NORTH AND EAST).

THENCE N 00°41'16" E ACROSS SECTION NUMBER 8 (J-A-613, J-A-538), BLIND ASYLUM LANDS, FOR A DISTANCE OF 148.63' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR A MID CORNER OF SECTION 8 (J-A-613, J-A-538, J-A-614, J-A-535) AND AN ELL CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°45'34" W ACROSS SECTION NUMBER 8 (J-A-535, J-A-538), BLIND ASYLUM LANDS, FOR A DISTANCE OF 2112.66' TO A POINT 500' EAST OF THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311, THIS POINT BEING DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 AS BEING 500' EAST OF JONES COUNTY ROAD 302.

THENCE FOLLOWING THE DESCRIPTION OF THE PRISON SITE AREA
ANNEXATION FIELD NOTES IN EXHIBIT "A" OF ORDINANCE 24-1990
AS FOLLOWS:

THENCE N 00°33'05" E PARRELL TO THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 FOR A DISTANCE OF 4164.21' TO A POINT 500'

EAST OF THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 ON THE SOUTH BOUNDARY OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT.

THENCE S 89°09'07" E ALONG THE SOUTH BOUNDARY OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT FOR A DISTANCE OF 3180.95' TO A POINT FOR THE SOUTHEAST CORNER OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT.

THENCE N 00°28'08" E ALONG THE EAST BOUNDARY OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT FOR A DISTANCE OF 402.60' TO A POINT FOR THE SOUTHWEST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT.

THENCE FOLLOWING THE DESCRIPTION OF THE
MIDDLETON PRISON SITE ANNEXATION FIELD NOTES
AS FOLLOWS:

THENCE S 89°36'25" E ALONG THE SOUTH BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT FOR A DISTANCE OF 1207.82' TO A POINT FOR THE SOUTHEAST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT.

THENCE N 00°28'08" E ALONG THE EAST BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT FOR A DISTANCE OF 2641.50' TO A POINT ON THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 FOR THE NORTHEAST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT. FROM THIS POINT, THE P.C. OF A CURVE BEARS S 48°08'11" E AT 3.3'.

THENCE N 48°08'11" W ALONG THE NORTH BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT AND THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 FOR A DISTANCE OF 651.88' TO A POINT FOR THE BEGINNING OF A CURVE TO LEFT.

THENCE FOLLOWING A CURVE TO THE LEFT ALONG THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 HAVING A RADIUS OF 1095.92', AN ARC LENGTH OF 783.71', A CHORD BEARING OF N 68°39'55" W AND WITH A CHORD LENGTH OF 767.12' TO A CONCRETE RIGHT-OF-WAY MARKER RECOVERED FOR THE END OF THIS CURVE.

THENCE N 89°09'07" W ALONG THE NORTH BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT AND THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 FOR A DISTANCE OF 1.99' TO A POINT FOR THE NORTHWEST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT AND THE NORTHEAST CORNER OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT.

THENCE FOLLOWING THE DESCRIPTION OF THE PRISON SITE AREA
ANNEXATION FIELD NOTES IN EXHIBIT "A" OF ORDINANCE 24-1990

AS FOLLOWS:

THENCE N 00°27'53" E FOR A DISTANCE OF 750.00' TO A POINT 700' NORTH OF THE NORTH RIGHT-OF-WAY OF FARM TO MARKET HIGHWAY 3522.

THENCE N 89°08'36" W PARALLEL TO THE NORTH RIGHT-OF-WAY OF FARM TO MARKET HIGHWAY 3522 FOR A DISTANCE OF 96.31' TO A POINT ON THE NORTHERNMOST NORTHWEST BOUNDARY LINE OF THE CITY OF ABILENE TRACT KNOWN AS THE HAMBY "A" TRACT.

HEREAFTER, THIS DESCRIPTION NO LONGER FOLLOWS ANY PRE-EXISTING CITY OF ABILENE ANNEXATION DESCRIPTIONS.

THENCE N 03°21'08" W ACROSS SECTION NUMBER 52 (J-A-873, J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 1106.71' TO A 6 INCH WOODEN FENCE CORNER POST (FENCES NORTH, SOUTH, AND EAST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" RECOVERED FOR THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION NUMBER 52 (J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, AND BEING A SOUTHWEST CORNER OF A CALLED 320.07 ACRE TRACT IN THE NAME OF 234 HAMBY, LLC., AS DESCRIBED IN INSTRUMENT NUMBER 192082 FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.

THENCE N 85°27'33" E ACROSS SECTION NUMBER 52 (J-A-1190, J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 2973.60' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET IN COUNTY ROAD 301 FOR A SOUTHEAST CORNER OF A CALLED 320.07 ACRE TRACT IN THE NAME OF 234 HAMBY, LLC., THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION NUMBER 52 (J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT AND BEING ON THE COMMON LINE BETWEEN SECTION NUMBER 51 (J-A-397) AND SECTION NUMBER 52 (J-A-1662), BOTH OF BLOCK 14, T. AND P. RAILWAY COMPANY.

THENCE S 04°50'59" E FOR A DISTANCE OF 2975.08' TO THE POINT OF BEGINNING AND HAVING AN AREA OF 1532.48 ACRES.

THE FOLLOWING DESCRIBED TRACT IS THE WESTERN 228.55 ACRES TO BE ANNEXED, THE MAIN TRACT HAVING BEEN DIVIDED BY AN ANNEXATION IN 1990.

BEGINNING AT A POINT (N: 6885580.964, E: 1617462.151) ON THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 FOR THE SOUTHWEST CORNER OF A 316.36 ACRE FRENCH ROBERTSON PRISON TRACT, THIS POINT BEING DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 AS BEING ON THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 302. FROM

THIS POINT, A 6 INCH WOODEN FENCE CORNER POST BEARS N 87°03'01" E AT 14.46'.

THENCE S 00°33'05" W ALONG THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 AND THE WESTERN EDGE OF THE DELINEATED CITY OF ABILENE ANNEXATION AS DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 FOR A DISTANCE OF 4169.53' TO A POINT ON THE NORTH LINE OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20. FROM THIS POINT, A COTTON SPINDLE SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 311 BEARS S 89°58'56" W AT 25.00'.

THENCE N 89°43'18" W ACROSS SECTION NUMBER 8 (J-A-535, J-A-538), BLIND ASYLUM LANDS, FOR A DISTANCE OF 28.16' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET ON THE COMMON LINE OF SECTION NUMBER 7 (J-A-533, J-A-532) AND SECTION NUMBER 8 (J-A-535, J-A-538), BOTH OF THE BLIND ASYLUM LANDS, FOR THE NORTHWEST CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, THE SOUTHEAST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND AN ANGLE POINT IN THE SOUTHERN LINE OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A COTTON SPINDLE SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 311 BEARS S 87°22'50" E AT 3.16'.

THENCE N 89°25'52" W ACROSS SECTION NUMBER 7 (J-A-533, J-A-532), BLIND ASYLUM LANDS, AT 1800' CROSS DEADMAN'S CREEK, CONTINUE COURSE FOR A DISTANCE OF 2658.00' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE SOUTHWEST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND SOUTHWESTERN CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A 2 INCH PIPE FENCE CORNER POST (FENCES NORTH, EAST, SOUTH, AND WEST) BEARS N 89°25'52" W AT 10.1'.

THENCE N 00°26'48" E ACROSS SECTION NUMBER 7 (J-A-533, J-A-724) AND SECTION NUMBER 4 (J-A-531, J-A-542), BOTH OF THE BLIND ASYLUM LANDS, AT 1930' CROSS DEADMAN'S CREEK, CONTINUE COURSE FOR A DISTANCE OF 3697.68' TO A 6 INCH PIPE FENCE CORNER POST (FENCES EAST AND SOUTH) RECOVERED FOR THE NORTHWEST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND THE WESTERNMOST NORTHWEST CORNER OF THIS TRACT.

THENCE S 89°20'43" E ACROSS SECTION NUMBER 4 (J-A-531), BLIND ASYLUM LANDS, FOR A DISTANCE OF 2659.46' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697", THIS 1/2 INCH REBAR SET FOR THE NORTHEAST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND AN ELL CORNER OF THIS TRACT, BEING ON THE COMMON LINE BETWEEN SECTION NUMBER 3 (J-A-530) AND SECTION NUMBER 4 (J-A-531), BOTH OF BLIND ASYLUM LANDS. FROM THIS 1/2 INCH REBAR, A COTTON SPINDLE RECOVERED IN THE APPROXIMATE

CENTERLINE OF JONES COUNTY ROAD 311 BEARS N 88°12'35" E AT 13.07'.

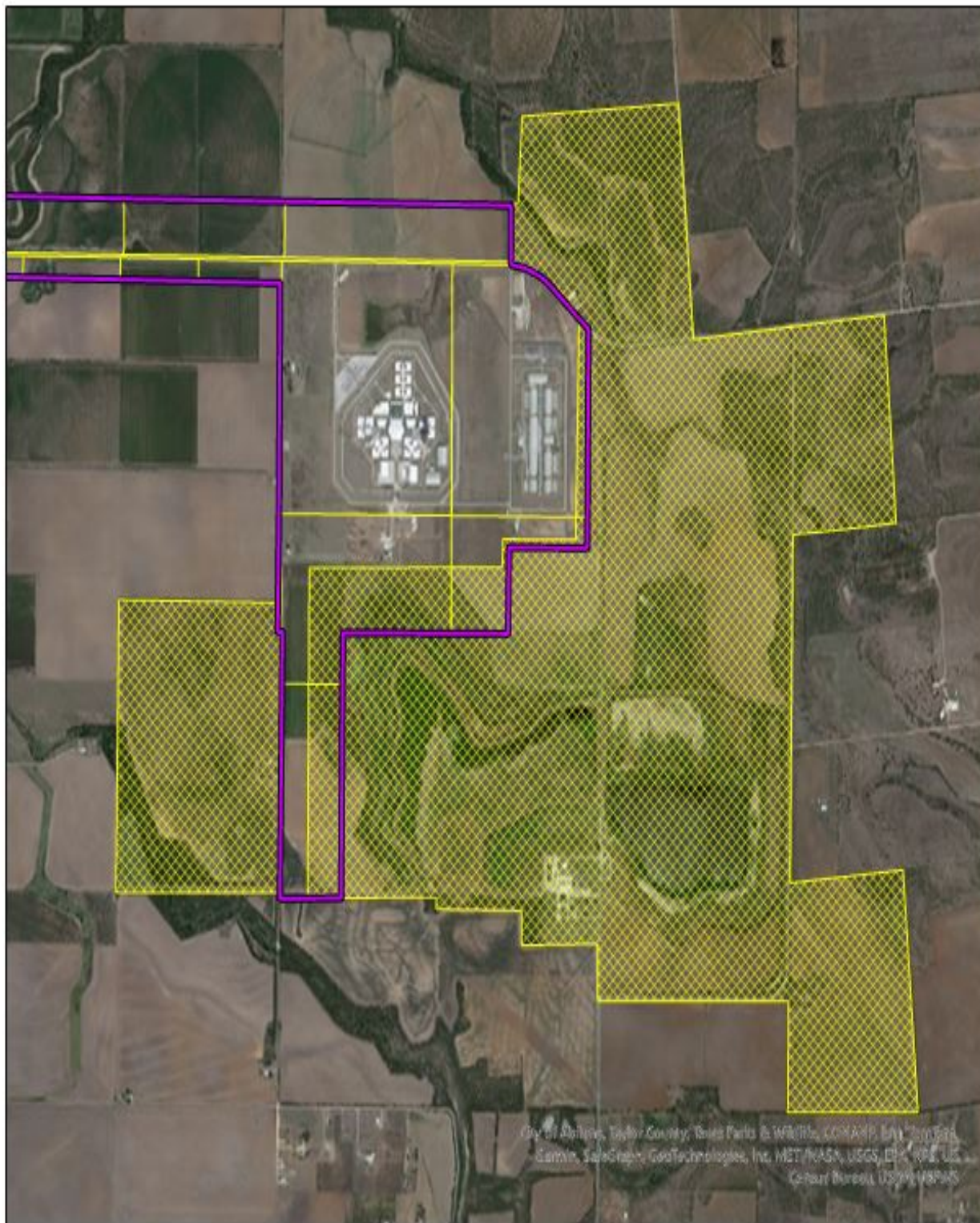
THENCE N 00°28'08" E ALONG THE COMMON LINE BETWEEN SECTION NUMBER 3 (J-A-530, J-A-1696) AND SECTION NUMBER 4 (J-A-519, J-A-531), BLIND ASYLUM LANDS, BEING ALSO UP JONES COUNTY ROAD 311, FOR A DISTANCE OF 476.13' TO A POINT, THIS POINT BEING ON THE LINE AS DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 AS CROSSING JONES COUNTY ROAD 302.

THENCE S 89°11'37" E ALONG THE SOUTHERN EDGE OF THE DELINEATED CITY OF ABILENE ANNEXATION AS DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 FOR A DISTANCE OF 34.15' TO THE POINT OF BEGINNING AND HAVING AN AREA OF 228.55 ACRES.



Legend

-  Abilene City Limits
-  Tract 1 Proposed Annexation
-  Tract 2 Proposed Annexation



0.35

Miles

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE
AND THE CITY OF ABILENE**

This Municipal Services Agreement ("Agreement") is entered into on this the 2nd day of October, 2024, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and the City of Abilene, ("Owner"). The term "Owner" includes all owners of the Property.

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Jones and Shackelford Counties, Texas, which consist of approximately 1802.91 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated October 1, 2024;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City’s Fire Department will provide emergency and fire protection services.

ii. Police – The City’s Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City’s Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City’s Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Jones or Shackelford 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

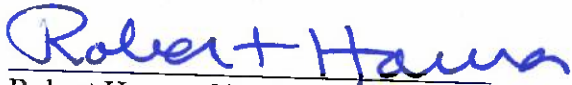
This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE


Robert Hanna, City Manager

10/2/24
Date

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Secretary



Exhibit A



SHEPPARD SURVEYING COMPANY, INC.

TBPELS FIRM # 100277-00

1013 Energy Drive, Abilene, Texas 79602

325-695-6277 • sheppard-survey@sheppard-survey.com

JONES COUNTY
SHACKELFORD COUNTY
STATE OF TEXAS

METES AND BOUNDS DESCRIPTION OF PARTS OF A 2220.03 ACRE PARCEL OF LAND, SAVE AND EXCEPT 3 PARCELS, FOR A NET TOTAL OF 1802.91 ACRES, LOCATED IN JONES AND SHACKELFORD COUNTIES, KNOWN BY THE CITY OF ABILENE AS THE HAMBY "A" TRACT, THIS SURVEY MADE FOR THE PURPOSE OF ANNEXATION TO THE CITY OF ABILENE AND BEING COMPRISED OF THE PORTIONS OF THE FOLLOWING TRACTS NOT ALREADY HAVING BEEN ANNEXED TO THE CITY OF ABILENE IN 1990 AND 1994.
DESCRIBED IN TWO PARTS.

THE FOLLOWING DEEDS TO THE CITY OF ABILENE ARE FOUND IN THE DEED RECORDS OF JONES COUNTY, TEXAS.

- VOLUME 454, PAGE 217; THE NORTHWEST QUARTER OF SECTION #3, BLIND ASYLUM LANDS.
- VOLUME 450, PAGE 573; PART OF SECTION #3, BLIND ASYLUM LANDS, SECTION #52, SECTION #53, AND SECTION #54, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 448, PAGE 445; THE SOUTHWEST QUARTER OF SECTION #3, THE NORTHWEST QUARTER OF SECTION #8, PART OF SECTION #4, AND PART OF SECTION #7, BLIND ASYLUM LANDS.
- VOLUME 471, PAGE 114; THE SOUTHEAST QUARTER OF SECTION #3, BLIND ASYLUM LANDS, AND SECTION #3, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 459, PAGE 447; PART OF SECTION #3, BLIND ASYLUM LANDS, SECTION #53, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 450, PAGE 565; THE NORTHEAST QUARTER OF SECTION #8 AND THE SOUTHEAST QUARTER OF SECTION #8, BLIND ASYLUM LANDS.
- VOLUME 454, PAGE 214; PART OF SECTION #9, BLIND ASYLUM LANDS, SECTION #53 AND SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.

- VOLUME 458, PAGE 6; PART OF SECTION #9, BLIND ASYLUM LANDS, SECTION #53, SECTION #54, AND SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 468, PAGE 16; PART OF SECTION #9, BLIND ASYLUM LANDS, AND SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.
- VOLUME 504, PAGE 272; THE SOUTHEAST QUARTER OF SECTION #52, BLOCK #14, T. AND P. RAILWAY COMPANY.

THE FOLLOWING JUDGMENT TO THE CITY OF ABILENE IS FOUND IN THE DEED RECORDS OF SHACKELFORD COUNTY, TEXAS.

- VOLUME 205, PAGE 320; PART OF SECTION #59, BLOCK #14, T. AND P. RAILWAY COMPANY.

~SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACTS~

- VOLUME 743, PAGE 621, DEED RECORDS JONES COUNTY, FRENCH ROBERTSON PRISON
- VOLUME 30, PAGE 435, OFFICIAL PUBLIC RECORDS JONES COUNTY, ABILENE PRISON SITE 85.87 ACRE TRACT OUT OF SECTION #3, BLIND ASYLUM LANDS, JONES COUNTY, TEXAS
- VOLUME 22, PAGE 250, OFFICIAL PUBLIC RECORDS JONES COUNTY, F. M. HIGHWAY 3522, CSJ 0974-08-00, PARCEL #7 OUT OF SECTION #3, BLIND ASYLUM LANDS, AND SECTION #'S 52, 53, AND 54, BLOCK 14, T. AND P. RAILWAY COMPANY LANDS, JONES COUNTY, TEXAS.

THE FOLLOWING DESCRIBED TRACT IS THE EASTERN 1532.48 ACRES TO BE ANNEXED, THE MAIN TRACT HAVING BEEN DIVIDED BY AN ANNEXATION IN 1990.

BEGINNING AT A SPIKE AND WASHER (N: 6888403.578, E: 1624234.242) RECOVERED WHERE THE CENTERLINE OF JONES COUNTY ROAD 301 INTERSECTS THE CENTERLINE OF FARM TO MARKET HIGHWAY 3522, THIS SPIKE AND WASHER BEING THE SOUTHWEST CORNER OF SECTION NUMBER 51 (J-A-397), THE SOUTHEAST CORNER OF SECTION NUMBER 52 (J-A-1662), THE NORTHEAST CORNER OF SECTION NUMBER 53 (J-A-483), AND THE NORTHWEST CORNER OF SECTION NUMBER 54 (J-A-1774), ALL OF BLOCK 14, T. AND P. RAILWAY COMPANY, FOR AN ELL CORNER OF THIS TRACT, ALSO BEING THE SOUTHEAST CORNER OF THE DEATHERAGE TRACT AS DESCRIBED IN VOLUME 504, PAGE 272.

THENCE N 84°25'11" E, AT 180.77' LEAVE THE RIGHT-OF-WAY OF FARM TO MARKET 3522, AT 1694.7' CROSS THE JONES/SHACKELFORD COUNTY LINE, THIS CROSSING BEING AT A POINT 495.0' S 00°26' W FROM A DISTURBED STONE IN A PILE OF ROCKS RECOVERED FOR THE JONES/SHACKELFORD COUNTY LINE MONUMENT 27, CONTINUE COURSE ALONG THE COMMON LINE BETWEEN SECTION NUMBER 51 (S-A-731) AND SECTION NUMBER 54 (S-A-1892), BOTH OF BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 3169.09' TO A POINT IN THE CENTER OF SHACKELFORD COUNTY ROAD 154 FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT AND MOST EASTERLY NORTHEAST CORNER OF THE KLETT TRACT AS DESCRIBED IN VOLUME 450, PAGE 573. FROM THIS POINT, AN OLD WOODEN FENCE POST (FENCES EAST, SOUTH, AND WEST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" BEARS S 04°27'54" E AT 20.02' AND A 3/8 INCH SPIKE WITH WASHER RECOVERED FOR THE NORTHEAST CORNER OF SECTION NUMBER 54 (S-A-1892), BLOCK 14, T. AND P. RAILWAY COMPANY, BEARS N 84°25'11" E AT 2070.5'.

THENCE S 04°27'54" E, THIS COURSE BEING GENERALLY FOLLOWED BY AN OLD FENCE ACROSS SECTION NUMBER 54 (S-A-1892), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 2634.43' TO A RAILROAD CROSS-TIE FENCE POST (FENCES NORTH, EAST, AND WEST) RECOVERED FOR AN EASTERN SOUTHEAST CORNER OF THIS TRACT.

THENCE S 84°28'27" W ACROSS SECTION NUMBER 54 (S-A-1892), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 1708.78' TO A POINT ON THE JONES/SHACKELFORD COUNTY LINE FOR THE NORTHWEST CORNER OF A 237.4 ACRE A.C.U. TRACT AS DESCRIBED IN VOLUME 266, PAGE 601, AND AN ELL CORNER OF THIS TRACT. FROM THIS POINT, A 4 1/2 INCH PIPE FENCE CORNER POST (FENCES EAST AND SOUTH) BEARS S 84°28'27" W AT 0.4' AND A SPIKE AND WASHER SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 299 BEARS S 88°34'05" W AT 28.02'.

THENCE S 00°36'46" W ALONG THE JONES/SHACKELFORD COUNTY LINE, BEING THE FENCED EAST RIGHT OF WAY OF JONES COUNTY ROAD 229, AT 2095' PASS A PILE OF STONES RECOVERED FOR COUNTY LINE MONUMENT 28 (NO STONES FOUND TO BE MARKED), CONTINUE SAME COURSE FOR A TOTAL DISTANCE OF 4387.91' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE SOUTHWEST CORNER OF A CALLED 161 ACRE A.C.U. TRACT AS DESCRIBED IN VOLUME 266, PAGE 601, AND AN ELL CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A SPIKE AND WASHER SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 299 BEARS N 89°24'27" W AT 32.71'. THIS 1/2 INCH REBAR BEING THE NORTHWEST CORNER OF THE SHOTWELL TRACT AS CONVEYED TO THE CITY OF ABILENE IN A JUDGEMENT RECORDED IN SHACKELFORD COUNTY DEED RECORDS VOLUME 205, PAGE 320, AND BEING THE NORTHWEST CORNER OF LOT 28, BLOCK 59 OF THE SAM LAZARUS

SUBDIVISION OF THE SHORTHORN PASTURE, AS RECORDED IN SHACKELFORD COUNTY DEED RECORDS VOLUME 28, PAGE 25.

THENCE N 84°17'44" E ACROSS SECTION NUMBER 59 (S-A-644), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 1869.10' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET ON THE SOUTH LINE OF A CALLED 161 ACRE A.C.U. TRACT AS DESCRIBED IN VOLUME 266, PAGE 601, FOR THE NORTHEAST CORNER OF LOT 28, BLOCK 59 OF THE SAM LAZARUS SUBDIVISION OF THE SHORTHORN PASTURE AND A NORTHEAST CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A CEDAR FENCE POST (FENCES SOUTH, EAST, AND WEST) BEARS S 04°44'25" E AT 1.8'.

THENCE S 04°44'25" E ACROSS SECTION NUMBER 59 (S-A-644), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 3064.65' TO A PINE FENCE POST (FENCES NORTH, EAST, AND WEST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" RECOVERED FOR AN ELL CORNER OF SECTION NUMBER 59 (S-A-644) AND THE NORTHWEST CORNER OF SECTION NUMBER 60 (S-A-1916), BOTH OF BLOCK 14, T. AND P. RAILWAY COMPANY, AND FOR THE SOUTHEAST CORNER OF SECTION NUMBER 9 (S-A-1168) AND THE NORTH EAST CORNER OF SECTION NUMBER 10 (S-A-966), BOTH OF BLIND ASYLUM LANDS, THIS CEDAR POST BEING THE SOUTHEAST CORNER OF LOT 28, BLOCK 59 OF THE SAM LAZARUS SUBDIVISION OF THE SHORTHORN PASTURE AND OF THIS TRACT.

THENCE S 89°49'16" W ALONG THE COMMON LINE BETWEEN SECTION NUMBER 9 (S-A-1168) AND SECTION NUMBER 10 (S-A-966), BOTH OF THE BLIND ASYLUM LANDS, FOR A DISTANCE OF 2143.86' TO AN OLD CEDAR FENCE POST (FENCES NORTH, EAST, AND WEST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" RECOVERED ON THE JONES/SHACKELFORD COUNTY LINE FOR A SOUTHWEST CORNER OF THE SHOTWELL TRACT AS CONVEYED TO THE CITY OF ABILENE IN A JUDGEMENT RECORDED IN SHACKELFORD COUNTY DEED RECORDS VOLUME 205, PAGE 320.

THENCE N 00°36'44" E ALONG THE JONES/SHACKELFORD COUNTY LINE FOR A DISTANCE OF 1381.92' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE NORTHEAST CORNER OF THE CALLED 99.9 ACRE POWERS TRACT AS DESCRIBED IN INSTRUMENT 230437, THE SOUTHEAST OF THE BRADY TRACT AS DESCRIBED IN VOLUME 468, PAGE 16, AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°48'00" W ALONG THE COMMON LINE BETWEEN SECTION NUMBER 10 (J-A-1168) AND SECTION NUMBER 9 (J-A-1187), BOTH OF BLIND ASYLUM LANDS, BEING ALONG THE SOUTHERN RIGHT-OF-WAY OF JONES COUNTY ROAD 308 FOR A DISTANCE OF 3158.04' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE NORTHWEST CORNER OF THE CALLED 99.9 ACRE POWERS TRACT DESCRIBED IN INSTRUMENT 230437, THE SOUTHWEST CORNER OF THE BRADY TRACT AS

DESCRIBED IN VOLUME 468, PAGE 16, AND A SOUTHWEST CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A COTTON SPINDLE SET IN THE APPROXIMATE CENTERLINE INTERSECTION OF JONES COUNTY ROAD 308 AND JONES COUNTY ROAD 309 BEARS N 25°47'12" E AT 44.53'.

THENCE N 00°41'35" E ALONG THE COMMON LINE BETWEEN SECTION NUMBER 8 (J-A-613) AND SECTION NUMBER 9 (J-A-1187), BOTH OF THE BLIND ASYLUM LANDS, FOR A DISTANCE OF 716.90' TO A FENCE POST (FENCE WEST), THIS POST BEING THE EASTERNMOST NORTHEAST CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, THE SOUTHEAST CORNER OF THE CALLED 23 ACRE COWDEN TRACT AS DESCRIBED IN VOLUME 450, PAGE 565, AND AN ELL CORNER OF THIS TRACT.

THENCE N 88°29'40" W ACROSS SECTION NUMBER 8 (J-A-613), BLIND ASYLUM LANDS, FOR A DISTANCE OF 1250.85' TO A 1/2 INCH REBAR IN A STONE MOUND RECOVERED FOR AN ELL CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, AND AN ELL CORNER OF THIS TRACT.

THENCE N 00°45'08" E ACROSS SECTION NUMBER 8 (J-A-613), BLIND ASYLUM LANDS, FOR A DISTANCE OF 433.74' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR AN ELL CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°16'26" W ACROSS SECTION NUMBER 8 (J-A-613), BLIND ASYLUM LANDS, FOR A DISTANCE OF 1402.80' TO AN ELL IN THE FENCE (FENCES NORTH AND EAST).

THENCE N 00°41'16" E ACROSS SECTION NUMBER 8 (J-A-613, J-A-538), BLIND ASYLUM LANDS, FOR A DISTANCE OF 148.63' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR A MID CORNER OF SECTION 8 (J-A-613, J-A-538, J-A-614, J-A-535) AND AN ELL CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°45'34" W ACROSS SECTION NUMBER 8 (J-A-535, J-A-538), BLIND ASYLUM LANDS, FOR A DISTANCE OF 2112.66' TO A POINT 500' EAST OF THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311, THIS POINT BEING DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 AS BEING 500' EAST OF JONES COUNTY ROAD 302.

THENCE FOLLOWING THE DESCRIPTION OF THE PRISON SITE AREA ANNEXATION FIELD NOTES IN EXHIBIT "A" OF ORDINANCE 24-1990 AS FOLLOWS:

THENCE N 00°33'05" E PARRELL TO THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 FOR A DISTANCE OF 4164.21' TO A POINT 500'

EAST OF THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 ON THE SOUTH BOUNDARY OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT.

THENCE S 89°09'07" E ALONG THE SOUTH BOUNDARY OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT FOR A DISTANCE OF 3180.95' TO A POINT FOR THE SOUTHEAST CORNER OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT.

THENCE N 00°28'08" E ALONG THE EAST BOUNDARY OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT FOR A DISTANCE OF 402.60' TO A POINT FOR THE SOUTHWEST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT.

THENCE FOLLOWING THE DESCRIPTION OF THE
MIDDLETON PRISON SITE ANNEXATION FIELD NOTES
AS FOLLOWS:

THENCE S 89°36'25" E ALONG THE SOUTH BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT FOR A DISTANCE OF 1207.82' TO A POINT FOR THE SOUTHEAST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT.

THENCE N 00°28'08" E ALONG THE EAST BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT FOR A DISTANCE OF 2641.50' TO A POINT ON THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 FOR THE NORTHEAST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT. FROM THIS POINT, THE P.C. OF A CURVE BEARS S 48°08'11" E AT 3.3'.

THENCE N 48°08'11" W ALONG THE NORTH BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT AND THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 FOR A DISTANCE OF 651.88' TO A POINT FOR THE BEGINNING OF A CURVE TO LEFT.

THENCE FOLLOWING A CURVE TO THE LEFT ALONG THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 HAVING A RADIUS OF 1095.92', AN ARC LENGTH OF 783.71', A CHORD BEARING OF N 68°39'55" W AND WITH A CHORD LENGTH OF 767.12' TO A CONCRETE RIGHT-OF-WAY MARKER RECOVERED FOR THE END OF THIS CURVE.

THENCE N 89°09'07" W ALONG THE NORTH BOUNDARY OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT AND THE SOUTH RIGHT-OF-WAY OF F. M. HIGHWAY 3522 FOR A DISTANCE OF 1.99' TO A POINT FOR THE NORTHWEST CORNER OF THE 85.87 ACRE JOHN MIDDLETON PRISON TRACT AND THE NORTHEAST CORNER OF THE 316.36 ACRE FRENCH ROBERTSON PRISON TRACT.

THENCE FOLLOWING THE DESCRIPTION OF THE PRISON SITE AREA
ANNEXATION FIELD NOTES IN EXHIBIT "A" OF ORDINANCE 24-1990

AS FOLLOWS:

THENCE N 00°27'53" E FOR A DISTANCE OF 750.00' TO A POINT 700' NORTH OF THE NORTH RIGHT-OF-WAY OF FARM TO MARKET HIGHWAY 3522.

THENCE N 89°08'36" W PARALLEL TO THE NORTH RIGHT-OF-WAY OF FARM TO MARKET HIGHWAY 3522 FOR A DISTANCE OF 96.31' TO A POINT ON THE NORTHERNMOST NORTHWEST BOUNDARY LINE OF THE CITY OF ABILENE TRACT KNOWN AS THE HAMBY "A" TRACT.

HEREAFTER, THIS DESCRIPTION NO LONGER FOLLOWS ANY PRE-EXISTING CITY OF ABILENE ANNEXATION DESCRIPTIONS.

THENCE N 03°21'08" W ACROSS SECTION NUMBER 52 (J-A-873, J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 1106.71' TO A 6 INCH WOODEN FENCE CORNER POST (FENCES NORTH, SOUTH, AND EAST) IDENTIFIED BY A PK NAIL WITH A WASHER MARKED "SHEPPARD 3697 MARK" RECOVERED FOR THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION NUMBER 52 (J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, AND BEING A SOUTHWEST CORNER OF A CALLED 320.07 ACRE TRACT IN THE NAME OF 234 HAMBY, LLC., AS DESCRIBED IN INSTRUMENT NUMBER 192082 FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.

THENCE N 85°27'33" E ACROSS SECTION NUMBER 52 (J-A-1190, J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR A DISTANCE OF 2973.60' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET IN COUNTY ROAD 301 FOR A SOUTHEAST CORNER OF A CALLED 320.07 ACRE TRACT IN THE NAME OF 234 HAMBY, LLC., THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION NUMBER 52 (J-A-1662), BLOCK 14, T. AND P. RAILWAY COMPANY, FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT AND BEING ON THE COMMON LINE BETWEEN SECTION NUMBER 51 (J-A-397) AND SECTION NUMBER 52 (J-A-1662), BOTH OF BLOCK 14, T. AND P. RAILWAY COMPANY.

THENCE S 04°50'59" E FOR A DISTANCE OF 2975.08' TO THE POINT OF BEGINNING AND HAVING AN AREA OF 1532.48 ACRES.

THE FOLLOWING DESCRIBED TRACT IS THE WESTERN 228.55 ACRES TO BE ANNEXED, THE MAIN TRACT HAVING BEEN DIVIDED BY AN ANNEXATION IN 1990.

BEGINNING AT A POINT (N: 6885580.964, E: 1617462.151) ON THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 FOR THE SOUTHWEST CORNER OF A 316.36 ACRE FRENCH ROBERTSON PRISON TRACT, THIS POINT BEING DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 AS BEING ON THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 302. FROM

THIS POINT, A 6 INCH WOODEN FENCE CORNER POST BEARS N 87°03'01" E AT 14.46'.

THENCE S 00°33'05" W ALONG THE EAST RIGHT-OF-WAY OF JONES COUNTY ROAD 311 AND THE WESTERN EDGE OF THE DELINEATED CITY OF ABILENE ANNEXATION AS DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 FOR A DISTANCE OF 4169.53' TO A POINT ON THE NORTH LINE OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20. FROM THIS POINT, A COTTON SPINDLE SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 311 BEARS S 89°58'56" W AT 25.00'.

THENCE N 89°43'18" W ACROSS SECTION NUMBER 8 (J-A-535, J-A-538), BLIND ASYLUM LANDS, FOR A DISTANCE OF 28.16' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET ON THE COMMON LINE OF SECTION NUMBER 7 (J-A-533, J-A-532) AND SECTION NUMBER 8 (J-A-535, J-A-538), BOTH OF THE BLIND ASYLUM LANDS, FOR THE NORTHWEST CORNER OF A 440.2 ACRE CITY OF ABILENE TRACT AS RECORDED IN VOLUME 209, PAGE 20, THE SOUTHEAST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND AN ANGLE POINT IN THE SOUTHERN LINE OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A COTTON SPINDLE SET IN THE APPROXIMATE CENTERLINE OF JONES COUNTY ROAD 311 BEARS S 87°22'50" E AT 3.16'.

THENCE N 89°25'52" W ACROSS SECTION NUMBER 7 (J-A-533, J-A-532), BLIND ASYLUM LANDS, AT 1800' CROSS DEADMAN'S CREEK, CONTINUE COURSE FOR A DISTANCE OF 2658.00' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697" SET FOR THE SOUTHWEST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND SOUTHWESTERN CORNER OF THIS TRACT. FROM THIS 1/2 INCH REBAR, A 2 INCH PIPE FENCE CORNER POST (FENCES NORTH, EAST, SOUTH, AND WEST) BEARS N 89°25'52" W AT 10.1'.

THENCE N 00°26'48" E ACROSS SECTION NUMBER 7 (J-A-533, J-A-724) AND SECTION NUMBER 4 (J-A-531, J-A-542), BOTH OF THE BLIND ASYLUM LANDS, AT 1930' CROSS DEADMAN'S CREEK, CONTINUE COURSE FOR A DISTANCE OF 3697.68' TO A 6 INCH PIPE FENCE CORNER POST (FENCES EAST AND SOUTH) RECOVERED FOR THE NORTHWEST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND THE WESTERNMOST NORTHWEST CORNER OF THIS TRACT.

THENCE S 89°20'43" E ACROSS SECTION NUMBER 4 (J-A-531), BLIND ASYLUM LANDS, FOR A DISTANCE OF 2659.46' TO A 1/2 INCH REBAR WITH A CAP MARKED "COA RPLS 3697", THIS 1/2 INCH REBAR SET FOR THE NORTHEAST CORNER OF THE WOOTEN TRACT DESCRIBED IN VOLUME 448, PAGE 445, AND AN ELL CORNER OF THIS TRACT, BEING ON THE COMMON LINE BETWEEN SECTION NUMBER 3 (J-A-530) AND SECTION NUMBER 4 (J-A-531), BOTH OF BLIND ASYLUM LANDS. FROM THIS 1/2 INCH REBAR, A COTTON SPINDLE RECOVERED IN THE APPROXIMATE

CENTERLINE OF JONES COUNTY ROAD 311 BEARS N 88°12'35" E AT 13.07'.

THENCE N 00°28'08" E ALONG THE COMMON LINE BETWEEN SECTION NUMBER 3 (J-A-530, J-A-1696) AND SECTION NUMBER 4 (J-A-519, J-A-531), BLIND ASYLUM LANDS, BEING ALSO UP JONES COUNTY ROAD 311, FOR A DISTANCE OF 476.13' TO A POINT, THIS POINT BEING ON THE LINE AS DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 AS CROSSING JONES COUNTY ROAD 302.

THENCE S 89°11'37" E ALONG THE SOUTHERN EDGE OF THE DELINEATED CITY OF ABILENE ANNEXATION AS DESCRIBED IN CITY OF ABILENE ORDINANCE 24-1990 FOR A DISTANCE OF 34.15' TO THE POINT OF BEGINNING AND HAVING AN AREA OF 228.55 ACRES.



October 1, 2024

Non-Annexation Development Agreement
City of Abilene for City Land

Dear Mr. Hanna:

On or about October 1, 2024, the City is formally requesting the annexation of land owned by the City of Abilene, into the city limits of the City of Abilene, Texas. Attached hereto is the legal description of one of the tracts you have provided to the City, totaling an approximate net total 1802.9 acres to be annexed into the city limits of the City of Abilene, Texas.

Section 43.016 of the Texas Local Government Code requires the city to offer your client another option. However, you are not required to enter into any development agreement with the city. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "non-annexation" development agreement with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for up to 45 years or until any type of subdivision plat or related development document is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but also may not receive tax-supported services from the city such as police, fire, and others. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. **If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.**

Please note that a municipality that enters into a development agreement waives immunity from suit for the purpose of adjudicating a claim for breach of the contract, pursuant to Section 212.172 of the Texas Local Government Code.

We have enclosed the Chapter 43 Development Agreement we are offering for your client's consideration. Your client has three options regarding the development agreement: (1) all owners may accept it as printed, and sign

City Manager's Office
555 Walnut Street, Suite 203
Abilene, Texas 79601
325.676.6206
ABILENETX.GOV



it with the notary acknowledgments provided; (2) they may negotiate new language by indicating the words that they wish to change, add, or delete in the agreement; or (3) the owners may decline the offer of this agricultural, wildlife management or timber development agreement.

The Development Agreement must be returned, indicating your choice of one of the three options. If you have questions or are unable to return the agreement by that date, please contact Michael Rice, Assistant City Manager. Please consult with your legal counsel as well.

We have also enclosed a proposed **Municipal Services Agreement** pursuant to Texas Local Government Code Chapter 43, Subchapter C-3, regarding annexation of an area on request of the landowners.. **This agreement outlines the municipal services the City proposes to offer if your client rejects the Development Agreement and would like to proceed with voluntary annexation.**

Annexation at your request will not occur until the City Council approves an agreed upon Municipal Services Agreement, holds a public hearing and adopts an annexation ordinance.

Please let us know if you have any questions or concerns regarding the proposed Municipal Services Agreement and if your client wishes to proceed with annexation.

Sincerely,



MICHAEL RICE

Assistant City Manager, City of Abilene, Texas

The City of Abilene hereby requests that the City of Abilene, Texas annex into the city limits the land owned by the City of Abilene as described in this letter and attached hereto. The City of Abilene hereby declines any Developer "Non-Annexation" Wildlife Management or Timber Development Agreement pursuant to Section 43.016 of the Texas Local Government Code

Date: 10/2, 2024

CITY OF ABILENE

By: 
Robert Hanna, City Manager

Annexation of approximately 1,802.91 Acres into the City Limits of the City of Abilene, Texas

Michael Rice





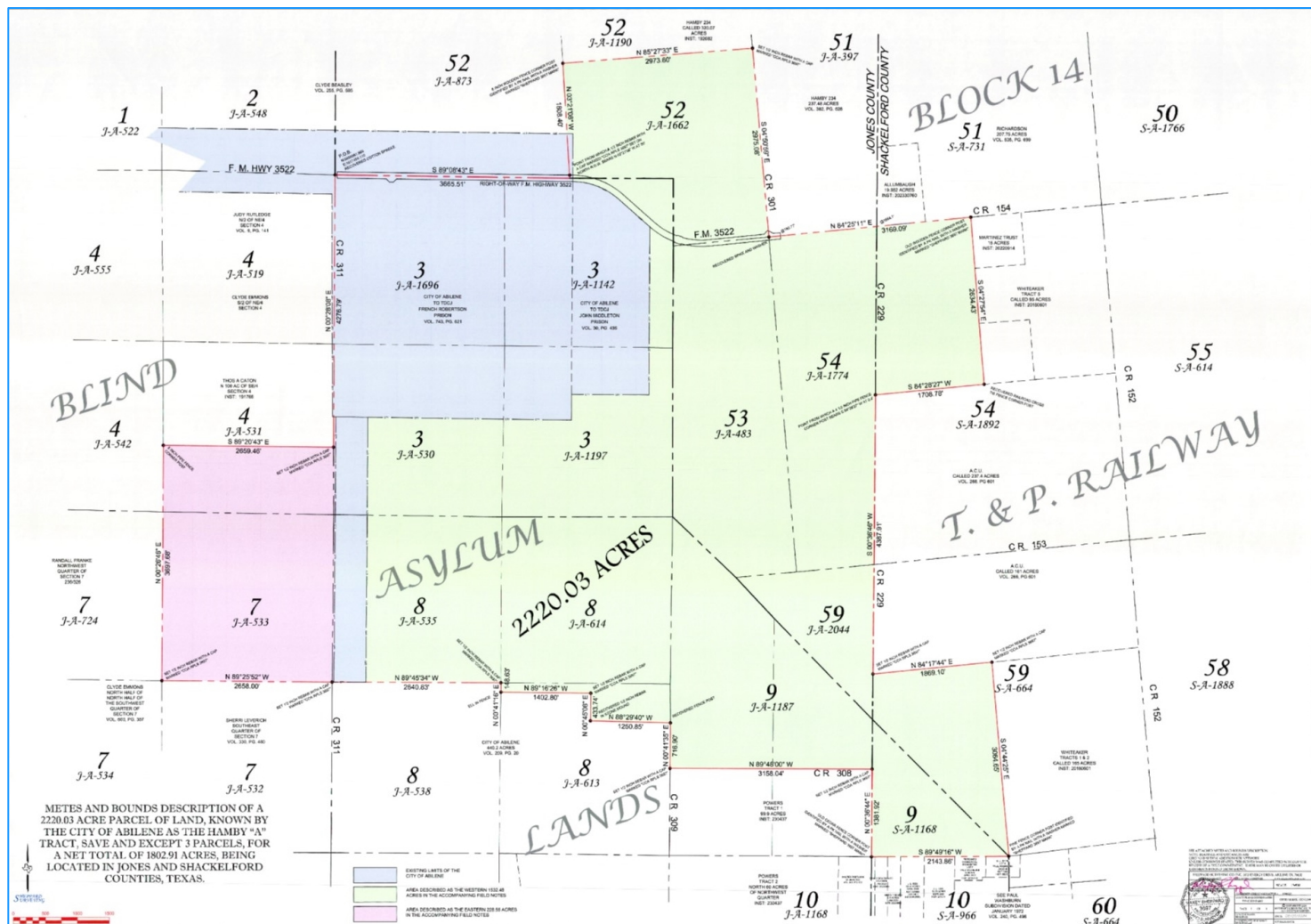
Annexation of approximately 1,802.91 Acres into the City Limits of the City of Abilene, Texas

- The City of Abilene desires that property they own, described as a 1,802.91 acre tract, be annexed into the city limits of the City of Abilene
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO
- Staff supports the Annexation Request.





Annexation of approximately 1,802.91 Acres into the City Limits of the City of Abilene, Texas



Blue Area - Existing City Limits
Green Area – Proposed Annexation
Pink Area – Proposed Annexation



CITY OF
ABILENE
TEXAS



Annexation of approximately 1,802.91 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **31. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 5.9 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the Rights and Privileges of other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Michael Rice)*

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed.

Lancium, LLC has requested that its property be annexed into the city limits of the City of Abilene. The property is described as APPROXIMATELY 5.9 ACRES OUT OF A PORTION OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, TAYLOR COUNTY, TEXAS, SAME BEING OUT OF A 25.01 ACRE TRACT RECORDED IN DOCUMENT NO. 2022-15428, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property listed on Exhibit "A".

The annexed territory shall be a part of the City of Abilene Texas, and shall be Zoned AO, and

the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

SPECIAL CONSIDERATIONS

Public Notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into the city limits of the City of Abilene, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Annexation Ordinance
2. FIELD NOTES FOR ANNEXATION OF APPROXIMATELY 5.9 ACRES
3. Lancium Annexation
4. Municipal Services Agreement - Lancium 2
5. Non-annexation agmt - Lancium 2
6. Survey
7. Presentation-Lancium Annexation - 5.9 Acres

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 5.9 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A,” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit “B” is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 7th day of November, 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 3rd day of November, 2024, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 21st day of November, 2024, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 21st day of November, 2024.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

EXHIBIT B

Exhibit A

FIELD NOTES FOR ANNEXATION OF APPROXIMATELY 5.9 ACRES OUT OF A PORTION OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, TAYLOR COUNTY, TEXAS, SAME BEING OUT OF A 25.01 ACRE TRACT RECORDED IN DOCUMENT NO. 2022-15428, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83 TEXAS NORTH CENTRAL ZONE

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN THE SOUTH RIGHT OF WAY OF F.M. 2404 (A.K.A. OLD ANSON ROAD), AND BEING THE NORTHWEST CORNER OF SAID 25.01 ACRE TRACT;

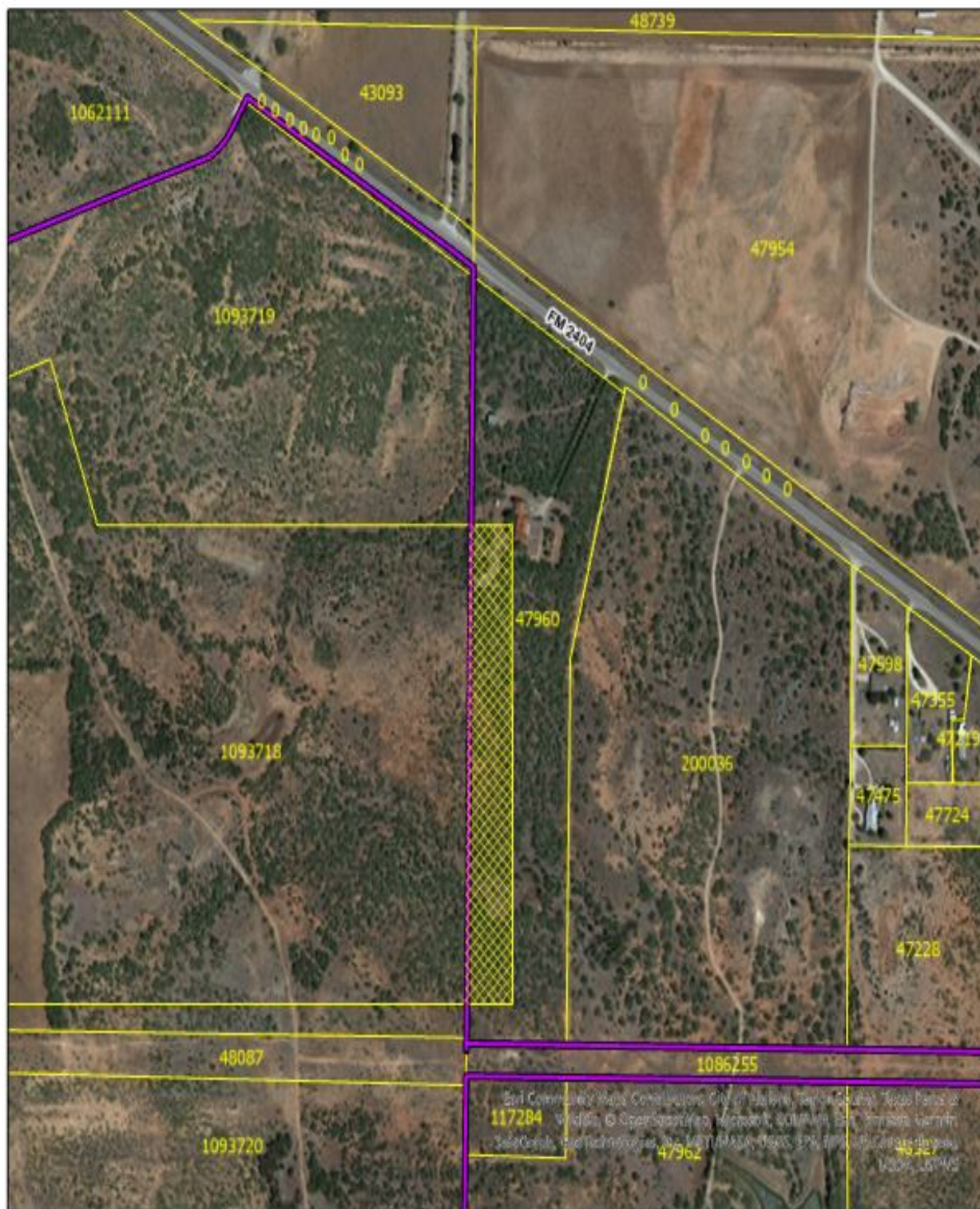
THENCE SOUTH 00 DEGREES 37 MINUTES 26 SECONDS WEST A DISTANCE OF 756.26 FEET TO THE **POINT OF BEGINNING**, A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T";

THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST A DISTANCE OF 169.78 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T", WHERE A FOUND 1/2 INCH IRON PIPE AT THE NORTHEAST CORNER OF SAID 25.01 ACRE TRACT BEARS 589.92' N 46°21'43" E;

THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS EAST A DISTANCE OF 1444.47 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" FOR AN ANGLE POINT IN THE EAST BOUNDARY LINE OF THIS TRACT;

THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST A DISTANCE OF 185.75 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" FOR AN INTERIOR CORNER IN THE EAST BOUNDARY LINE OF THIS TRACT;

THENCE NORTH 00 DEGREES 37 MINUTES 26 SECONDS EAST A DISTANCE OF 1444.56 FEET TO THE **POINT OF BEGINNING** CONTAINING AN AREA OF 5.9 ACRES MORE OR LESS.



Legend

- Proposed Annexation
- Abilene City Limits

0.09

Miles

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF ABILENE, AND LANCIMUM LLC**

This Municipal Services Agreement ("Agreement") is entered into on this the 3rd day of October, 2024, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and Lancium LLC ("Owners").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owners own certain parcels of land situated in Taylor County, Texas, which consist of approximately 5.9 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated September 5, 2024;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owners agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services"

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owners understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

~~IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written~~
above, which shall be the effective date of annexation of the Property.

OWNER

Lancium LLC

By: 

Date

10/3/29

Michael McWanna

THE STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on the 3 day of Oct, 2024, by
Michael McNamara CEO, TITLE, on behalf of Lancium LLC.



Brenda Overstreet
Notary Public, State of Texas

CITY OF ABILENE

Robert Hanna
Robert Hanna, City Manager

Date

APPROVED AS TO FORM:

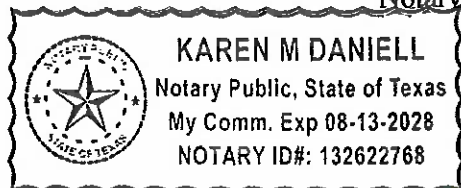
Kelley Messer
City Attorney

ATTEST:

[Signature]
City Secretary

This instrument was acknowledged before me on the 26th day of September, 2024, by
Robert Hanna City, Manager.

Karen M. Daniell
Notary Public, State of Texas



5

Exhibit A

FIELD NOTES FOR ANNEXATION OF APPROXIMATELY 5.9 ACRES OUT OF A PORTION OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, TAYLOR COUNTY, TEXAS, SAME BEING OUT OF A 25.01 ACRE TRACT RECORDED IN DOCUMENT NO. 2022-15428, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83 TEXAS NORTH CENTRAL ZONE

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN THE SOUTH RIGHT OF WAY OF F.M. 2404 (A.K.A. OLD ANSON ROAD), AND BEING THE NORTHWEST CORNER OF SAID 25.01 ACRE TRACT;

THENCE SOUTH 00 DEGREES 37 MINUTES 26 SECONDS WEST A DISTANCE OF 756.26 FEET TO THE POINT OF BEGINNING, A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T";

THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST A DISTANCE OF 169.78 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T", WHERE A FOUND 1/2 INCH IRON PIPE AT THE NORTHEAST CORNER OF SAID 25.01 ACRE TRACT BEARS 589.92' N 46°21'43" E;

THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS EAST A DISTANCE OF 1444.47 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" FOR AN ANGLE POINT IN THE EAST BOUNDARY LINE OF THIS TRACT;

THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST A DISTANCE OF 185.75 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" FOR AN INTERIOR CORNER IN THE EAST BOUNDARY LINE OF THIS TRACT;

THENCE NORTH 00 DEGREES 37 MINUTES 26 SECONDS EAST A DISTANCE OF 1444.56 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 5.9 ACRES MORE OR LESS.



September 25, 2024

Lancium LLC
6006 Thomas Road
Houston, TX 77041

Re: Non-Annexation Development Agreement
City of Abilene and Lancium, LLC and Municipal Services Agreement

Dear Sir/Madam:

On or about August 2, 2024, by email communication, you requested the annexation of approximately 5.9 acres of your land. Attached hereto is the legal description of one of the tracts you have provided to the City, totaling 5.9 acres to be annexed into the city limits of the City of Abilene, Texas.

Section 43.016 of the Texas Local Government Code requires the city to offer your client another option. However, you are not required to enter into any development agreement with the city. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "non-annexation" development agreement with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for up to 45 years or until any type of subdivision plat or related development document is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but also may not receive tax-supported services from the city such as police, fire, and others. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. **If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.**

Please note that a municipality that enters into a development agreement waives immunity from suit for the purpose of adjudicating a claim for breach of the contract, pursuant to Section 212.172 of the Texas Local Government Code.

City Attorney's Office
555 Walnut Street, Suite 208
Abilene, Texas 79601
325.676.6251
ABILENETX.GOV



We have enclosed the Chapter 43 Development Agreement we are offering for your client's consideration. Your client has three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) they may negotiate new language by indicating the words that they wish to change, add, or delete in the agreement; or (3) the owners may decline the offer of this agricultural, wildlife management or timber development agreement.

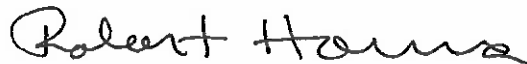
The Development Agreement must be returned, indicating your choice of one of the three options, on or before October 7, 2024. If you have questions or are unable to return the agreement by that date, please contact Michael Rice, Assistant City Manager. Please consult with your legal counsel as well.

We have also enclosed a proposed **Municipal Services Agreement** pursuant to Texas Local Government Code Chapter 43, Subchapter C-3, regarding annexation of an area on request of the landowners.. **This agreement outlines the municipal services the City proposes to offer if your client rejects the Development Agreement and would like to proceed with voluntary annexation.**

Annexation at your request will not occur until the City Council approves an agreed upon Municipal Services Agreement, holds a public hearing and adopts an annexation ordinance.

Please let us know if you have any questions or concerns regarding the proposed Municipal Services Agreement and if your client wishes to proceed with annexation.

Sincerely,

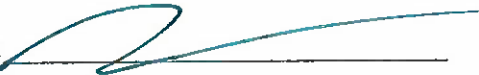


ROBERT HANNA
City Manager, City of Abilene, Texas

Lancium LLC hereby requests that the City of Abilene, Texas annex into the city limits the land owned by Lancium LLC as described in this letter and attached hereto. Lancium LLC hereby declines any Developer "Non-Annexation" Wildlife Management or Timber Development Agreement pursuant to Section 43.016 of the Texas Local Government Code

Date: 10/3, 2024

Lancium LLC

By: 

Michael McNamee
Printed name and title

Exhibit A

FIELD NOTES FOR ANNEXATION OF APPROXIMATELY 5.9 ACRES OUT OF A PORTION OF LOT 1, BLOCK A, LANCIUM SUBDIVISION, TAYLOR COUNTY, TEXAS, SAME BEING OUT OF A 25.01 ACRE TRACT RECORDED IN DOCUMENT NO. 2022-15428, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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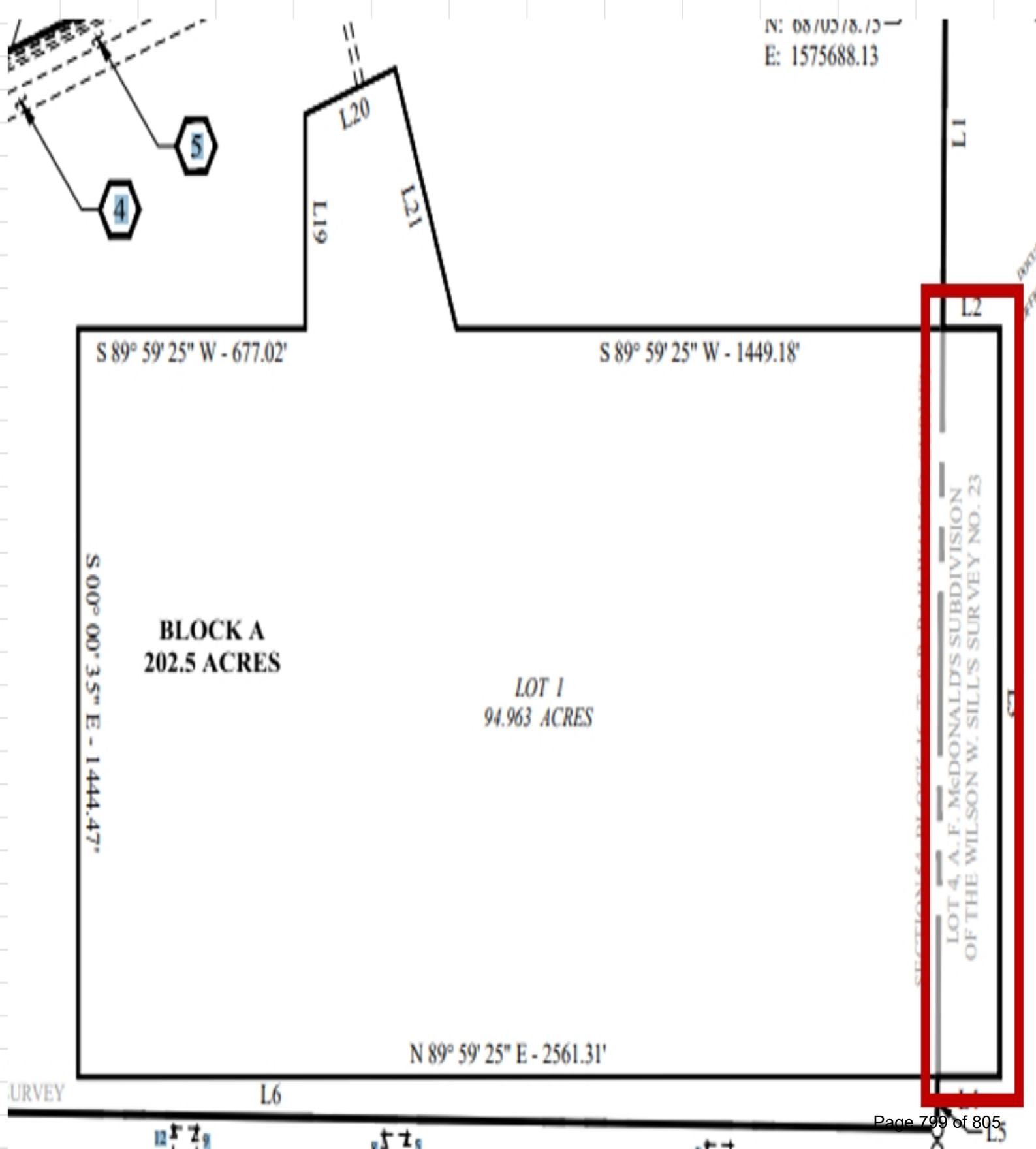
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N: 08/05/8.12
E: 1575688.13



Annexation of approximately 5.9 Acres into the City Limits of the City of Abilene, Texas

Michael Rice





Annexation of approximately 5.9 Acres into the City Limits of the City of Abilene, Texas

- Lancium that its property, described as a 5.9 acre tract, be annexed into the city limits of the City of Abilene
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO.
- Staff supports the Annexation Request.





Annexation of approximately 5.9 Acres into the City Limits of the City of Abilene, Texas



Legend

- Proposed Annexation
- Abilene City Limits



CITY OF
ABILENE
TEXAS



Annexation of approximately 5.9 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 11/21/2024

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 32. 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

13. Landfill disposal agreements

B. 551.072 (Deliberations about Real Property)

1. Eminent Domain, alley and drainage easement, 3472 Santa Monica Drive

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)

1. Consideration of gifts and donations for Storybook Garden 2

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None