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 January 23, 2025, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Blaise Regan

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamation:**

- National Mentoring Month

3. **Service Awards:**

- Scott Douglas - Fire Department - 25 Years
- Jeff Triano - Fire Department - 25 Years
- Kevin Johnson - Fire Department - 25 Years
- Bryan Proctor - Fire Department - 25 Years

CONSENT AGENDA AND PUBLIC COMMENTS

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion or presentation of these items unless otherwise requested by a Council Member. In the event one or more Council Members remove an item from the

consent Agenda for separate discussion or presentation, the item or items removed will be considered in numerical order as part of the Regular Agenda and shall include a public hearing.

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

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 9, 2025 ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Purchase of 95-Gallon Poly Refuse Containers from Toter, LLC ***(Max Johnson)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Purchase of 300-Gallon Poly Refuse Containers from Tank Holding Corp/Snyder Industries ***(Max Johnson)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Discharge Permit (***Rodney Taylor***)

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with HSHN LLC for 1858 Sycamore St. ***(Tim Littlejohn)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Resolution of Support for OPG Cypress Partners LLC Supporting their Proposed Project on 301 Cypress St. ***(Tim Littlejohn)***

10. **Ordinance (First Reading) CUP-2025-01:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 91.21 Acres to Allow a 150' Tall Monopole Tower Within Agriculture Open (AO), Located at 1602 Loop 322 ***(Tim Littlejohn)***

11. **Ordinance (First Reading) CUP-2025-02:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.57 Acres to Allow a Drive-Thru Lane, Located At 3210 Antilley Road ***(Tim Littlejohn)***

12. **Ordinance (First Reading) Z-2025-01:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.00 Acres from General Retail (GR) to General Commercial (GC) Zoning, Located On The 6600 Block Of Buffalo Gap Road ***(Tim Littlejohn)***

13. **Ordinance (First Reading) Z-2025-02:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Central Business (CB) to A Planned Development District (PDD-192), Located At 1066 S. 2nd Street ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Collateral Assignment of Lancium, LLC and Abilene DC 1, LLC Tax

Abatement Agreements to JP Morgan Chase Bank ***(Robert Hanna)***

EXECUTIVE SESSION

15. **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. Municipal Land-Use Regulations of Faith-Based, Religious Institutions

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 17th day of January, 2025, at 10:45 a.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 9, 2025 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on January 9, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 01-09-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING
January 9, 2025 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 January 9, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Shane Price led a moment of silence for the passing of President Jimmy Carter.

Mayor Weldon Hurt delivered the invocation.

Salem Fenwick, 5th grader from Bonham 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

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-8. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Eddie Pugh
- Eric Bengs

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

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda consisting of 4-8. 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

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 19, 2024

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Annual Material Bid to Strong Ready Mix, Bid #CB-2505
[ASSIGNED RESOLUTION NO. 01-2025]

6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Closure of N 20th Street between Hardy Street and North Treadaway Boulevard
[ASSIGNED RESOLUTION NO. 02-2025]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Layout, Fountain, Benches, and Rebar Trees for Storybook Gardens 2
[ASSIGNED RESOLUTION NO. 03-2025]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Name, "Clear Fork Bank Storybook Garden," and Sign Location for Storybook Gardens 2
[ASSIGNED RESOLUTION NO. 04-2025]

REGULAR AGENDA

9. 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 - 440.2 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
[ASSIGNED ORDINANCE NO. 01-2025]

Michael Rice, Assistant City Manager, presented the item. Adoption of the item would annex the above referenced property into the City limits of Abilene.

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

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

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

10. Ordinance (Final Reading) CUP-2024-11: 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 Approximately 0.15 Acres to Allow a 150’ Monopole Tower within General Retail (GR), Located at 2560 X Barrow Street
[ASSIGNED ORDINANCE NO. 02-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to the above referenced property, to allow for a 150’ monopole tower.

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

- Laddie Galloway

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

Councilmember Price 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

11. Ordinance (Final Reading) CUP-2024-12: 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 Approximately 2.75 Acres to Allow for a Tattoo Parlor, More Specifically Applied to Building 4, Suite 403, Located at 4601 Antilley Road, Suite 403
[ASSIGNED ORDINANCE NO. 03-2025]

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

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

- Clayton Farrow
- Allie Anderson

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

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

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

12. Ordinance (Final Reading) OAM-2024-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the City of Abilene to Amend the Land Development Code to Amend the Sign Regulations. Specifically, to Allow for Type III Off-Site Signage and Provide Development Standards Including, but Not Limited to, Size, Location, and Separation
[ASSIGNED ORDINANCE NO. 04-2025]

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

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the sign regulations to allow for type III off-site signage.

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

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

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

13. Ordinance (Final Reading) Z-2024-32: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 2.59 acres from Planned Development District 28 (PDD-28) to General Commercial (GC), Located at the 4300 block of Southwest Drive
[ASSIGNED ORDINANCE NO. 05-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Planned Development District 28 (PDD-28) to General Commercial (GC).

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

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

14. Ordinance (Final Reading) Z-2024-35: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Jacob & Martin, to Change the Zoning of Approximately 64.25 Acres from Agricultural Open to Planned Development District 191, Specifically, to Have a Residential Single-Family Base Zoning, Located at 7501 Old Forrest Hill Road
[ASSIGNED ORDINANCE NO. 06-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Agricultural Open Space (AO) to Planned Development District 191 (PD-191), specifically to have a Residential Single-Family Base Zoning.

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

- Clayton Farrow

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

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

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

15. Ordinance (Final Reading) Z-2024-36: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 134.86 Acres from Agricultural Open (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF), Located at 7450 HWY 83-84
[ASSIGNED ORDINANCE NO. 07-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Agricultural Open Space (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF).

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

- Clayton Farrow

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

Councilmember Beard 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

16. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Repealing Ordinance 53-2000 and Permanently Terminating the Fluoridation of Water Supplies Within the City of Abilene's Water Distribution System
[ASSIGNED ORDINANCE NO. 08-2025]

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would repeal ordinance 53-2000 and permanently terminate the fluoridation of water supplies within the City of Abilene’s water distribution system.

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

- Jennifer Bell

The following spoke in opposition to the item:

- Tammy Fogle
- Eric Bengs

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

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

AYES (5): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Beard, Regan, and Yates
NAYS (2): Mayor Pro-tem McAlister and Councilmember Price

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:42 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

17.A.551.071 (Consultation with Attorney)
1. City Manager Separation Agreement

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

The Executive Session ended at 10:23 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 05-2025]

Adoption of the item would approve the (re)appointments of the following board and commission members, per the city Charter:

Board	Term End Date
Board of Building Standards	
Will Dugger [Regular] [Reappointment]	November 2026

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

- Tammy Fogle

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

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

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

ADJOURNMENT

There being no further business, the meeting adjourned at 10:27 a.m.

_____
Shawna Atkinson
City Secretary

_____
Weldon Hurt
Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **5.**
Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Purchase of 95-Gallon Poly Refuse Containers from Toter, LLC *(Max Johnson)*

GENERAL INFORMATION

The City of Abilene requested bids for the purchase of new 95-gallon refuse containers. Notices were made on November 24 and December 1, 2025. Six (6) bids were received and opened December 17, 2024. Toter, LLC. submitted the low bid in the amount of $50.35 per container for a total of $100,700.00 for 2,000 containers. Staff recommends approving the bid to Toter, LLC.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding in approved budget.

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 95 gallon container bids 1-12-2025
2. Tabulation for Bids CB-2516 (95 gallon)
3. 95 Gallon Carts City Council Presentation Slides 2025

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO TOTER, LLC. STATESVILLE, NC.

WHEREAS, the City of Abilene duly advertised and gave such notice on November 24 and December 1, 2024, as required by law, for bids for purchase of Solid Waste 95-gallon Refuse Containers; and

WHEREAS, the purchase enables the City of Abilene to continue to provide trash collection services within the City; and

WHEREAS, the following qualified bid was received and opened on December 17, 2024:

Toter, LLC Statesville, NC $50.35 per Container

WHEREAS, Toter, LLC of Statesville, NC submitted the successful low bid in the amount of $50.35 per Container, for a total of $100,700 for 2,000 containers, with their bid meeting specifications.

Staff recommends awarding the bid to the low bidder, Toter, LLC.

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

PART 1: That the City Council approves this bid in the amount of $100,700.

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

ADOPTED this 23rd Day of January 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: SOLID WASTE SERVICES
BID NO.: CB-2516
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: DECEMBERR 17, 2024

				TOTER, LLC STATESVILLE, NC		MARCO PLASTICS INC DBA IPL GLOBAL N.A. FAIRFIELD, CA		SCHAEFER PLASTICS NORTH AMERICA, LLC CHARLOTTE, NC		CASCADE ENGINEERING INC GRAND RAPIDS, MI		OTTO ENVIRONMENTAL SYSTEMS CHARLOTTE, NC		SIERRA CONTAINER GROUP LLC OCALA, FL	
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	95-GALLON FULLY AUTOMATED CARTS	2,000	EA	50.35		51.44		52.24		53.14		53.55		56.50	
	BASE BID														
	DISCOUNT														
	TOTAL BID														

*NOTES: INDICATES RECOMMENDED AWARD

Resolution for Bid Award
Solid Waste & Recycling 95 - Gallon Containers

Bid No. CB – 2516

(Max Johnson)

CITY OF
ABILENE
TEXAS

Agenda Item Summary

- Bids were advertised for replacement and new inventory Solid Waste & Recycling Services trash 95 – gallon carts on Nov 24thth and Dec 1st.
- Six (6) bids were received on December 17, 2024.
- Low Bid, meeting specifications received from Toter, LLC of Statesville, NC in the amount of $50.35 per container for a total of $100,700.00.
- Staff recommends award of bid to Toter, LLC.

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **6.**
Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Purchase of 300-Gallon Poly Refuse Containers from Tank Holding Corp/Snyder Industries *(Max Johnson)*

GENERAL INFORMATION

The City of Abilene requested bids for the purchase of new 300-gallon refuse containers. Notices were made on November 24 and December 1, 2025. Two (2) bids were received and opened December 17, 2024. Tank Holding/Snyder Industries submitted the low bid in the amount of $434.90 per container for a total of $130,470.00 for 300 containers. Staff recommends approving the bid to Tank Holding/Snyder Industries.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

Funding in approved budget

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 300 gallon container bids 1-12-2025
2. Tabulation for Bids CB-2517 (300 gallon)
3. 300 Gallon Containers City Council Presentation Slides 2025 1-12-2025

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO TANK HOLDING CORP/SNYDER INDUSTRIES, LINCOLN, NE.

WHEREAS, the City of Abilene duly advertised and gave such notice on November 24 and December 1, 2024, as required by law, for bids for purchase of Solid Waste 300-gallon Refuse Containers; and

WHEREAS, the purchase enables the City of Abilene to continue to provide trash collection services within the City; and

WHEREAS, the following qualified bid was received and opened on December 17, 2024:

Tank Holding/Snyder Industries, Lincoln, Nebraska for $434.90 per Container

WHEREAS, Tank Holding Corp., Lincoln, NE submitted the successful low bid in the amount of $434.90 per Container, for a total of $130,470 for 300 containers, with their bid meeting specifications.

Staff recommends awarding the bid to the low bidder, Tank Holding/Snyder Industries of Lincoln, Nebraska.

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

PART 1: That the City Council approves this bid in the amount of $130,470.00

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

ADOPTED this 23th day of January 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: SOLID WASTE SERVICES
BID NO.: CB-2517
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: DECEMBER 17, 2024

				TANK HOLDING / SNYDER LINCOLN, NE		TRIPPLE A LLC GRAND PRAIRIE, TX									
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	300-GALLON FULLY AUTOMATED CONTAINERS	300	EA	434.90		553.00									
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Resolution for Bid Award
Solid Waste & Recycling 300 - Gallon Containers

Bid No. CB – 2517

(Max Johnson)

CITY OF
ABILENE
TEXAS

Agenda Item Summary

- Bids were advertised for replacement and new inventory Solid Waste & Recycling Services trash 300 – gallon carts on Nov 24 and Dec 1, 2024.
- Two bids received on December 17, 2024.
- Low bid which met specifications received from Tank Holding/Snyder Industries of Lincoln, Nebraska in the amount of $434.90 per container for a total of $130,470 (300 containers).
- Staff Recommends Award of Bid to Snyder Industries.

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Discharge Permit (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council approve Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Discharge Permit. The value of Amendment No. 1 is $40,351.00, and combined with the value of the original contract of $12,000 results in a total contract amount of $52,351.00, which exceeds $50,000 thus requiring approval of the City Council. The original contract is to provide professional services necessary for the routine renewal of the permit. The Amendment No. 1 is necessary in order to provide additional professional services that were not anticipated at the time of the original contract.

SPECIAL CONSIDERATIONS

The Possum Kingdom Raw Water Roughing Facility (PKRWRF) was constructed as a drought response strategy triggered by the extreme drought conditions at that time. During project construction the drought ended. At that time the decision was made to complete construction of major components but to stop short of those tasks necessary for plant start up. The PKRWRF is designed to split the flow of raw water entering the plant site, and using microfiltration and reverse osmosis to reduce the salt content of a portion of the flow. The Reverse Osmosis treated water is then blended back with the untreated portion in order to produce a blended raw water product that is similar to the raw water in Hubbard Creek Reservoir. The reverse osmosis process produces a by-product waste stream of RO concentrate that must be disposed of. Abilene holds TPDES permit #WQ0005213000 issued by the Texas Commission on Environmental Quality that authorizes the RO concentrate to be discharged back into the Possum Kingdom Reservoir. This form of disposal is common in Texas. The discharge permit

was issued on September 12, 2018 and expires five years from the date of permit issuance. The application for renewal was submitted to and has been determined to be administratively complete by the TCEQ, thus preserving the ongoing effectiveness of the permit until the permit renewal is issued or a different determination is made by the agency.

During the agency's review of the application, State Representative Glenn Rogers requested that the TCEQ hold a public hearing in order to received input from various stakeholders. The public hearing was held on June 18, 2024. The stakeholders presented relevant comments and questions requiring responses by the agency, and resulting in additional work by EHT that was not anticipated during the development of the original professional services contract. Amendment No. 1 provides for additional work and associated costs for EHT's participation in the extended renewal process and for developing and providing additional information to the TCEQ. Staff anticipates that the permit will be renewed by mid 2025.

FUNDING/FISCAL IMPACT

Amendment No. 1 will be funded from the FY25 Water Utilities Annual Operating Budget.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Discharge Permit in the amount of $40,351.00, which results in a total contract value of $52,351.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-PKRWRF Industrial Wastewater Permit-Renewal-1-23-2025
2. Signed Amendment No. 1
3. Presentation-PS Contract-EHT-PKRWRF Industrial Wastewater Permit-Renewal-1-23-2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE POSSUM KINGDOM RAW WATER ROUGHING FACILITY INDUSTRIAL WASTEWATER PERMIT.

WHEREAS, the City of Abilene (City) owns and operates a Public Water System that includes the Possum Kingdom Raw Water Roughing Facility (PKRWRF); and

WHEREAS, the PKRWRF utilizes reverse osmosis (RO) to produce a blended raw water product that is similar to raw water in Hubbard Creek Reservoir, and the RO process produces by-product RO Concentrate waste that must be properly disposed of; and

WHEREAS, the Texas Commission on Environmental Quality issued Texas Pollution Discharge Elimination System Permit No. WQ0005213000, effective September 12, 2018, which authorizes the City to discharge the RO concentrate back into the Possum Kingdom Reservoir; and

WHEREAS, on November 10, 2022 the City executed a contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Permit for assistance with permit renewal; and

WHEREAS, during the permit renewal process a public hearing was held to allow stakeholders to make comments and questions, resulting in additional tasks for EHT; and

WHEREAS, Amendment No. 1 to the contract with EHT for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Permit provides for additional services amounting to $40,351.00, and resulting in a total contract value of $52,351.00; and

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

That the City Manager is authorized to execute Amendment No. 1 to the contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Permit for the amount of $40,351.00.

ADOPTED this 23rd day of January, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

STATE OF TEXAS §

§

COUNTY OF TAYLOR §

AGREEMENT FOR PROFESSIONAL SERVICES

Possum Kingdom Raw Water Roughing Facility (PKRWRF) Industrial Wastewater Discharge Permit
Amendment to Contract, dated the 10th day of November, 2022

AMENDMENT NO. 1

The City of Abilene ("City") and Enprotec/Hibbs and Todd, Inc. ("Engineer"), entered into an Agreement for Professional Services dated November 10, 2022 (Agreement), whereby Engineer was to provide professional services for the City in connection with the Possum Kingdom Raw Water Roughing Facility (PKRWRF) industrial wastewater discharge permit renewal (Permit WQ0005213000).

NOW THEREFORE, both parties agree as follows:

That **"Scope of Services",** Attachment A, and **"Compensation",** Attachment B of said original Agreement are hereby supplemented and amended as per the Attachments A-1 and B-1 included in this Amendment No. 1. This Amendment No 1 shall be effective beginning **January 23, 2025.**

NO FURTHER CHANGES or additions being made, the parties agree that all other terms and conditions of the Agreement dated November 10, 2022, remain in full force and effect, and are fully incorporated by reference. Where terms of this Amendment No. 1 conflict with terms of the original agreement this Amendment shall control. WITNESS our hands to this AMENDMENT this the 23rd day of January, 2025.

CITY OF ABILENE

_____

Robert Hanna, City Manager

ATTEST:

By: _____

City Secretary

APPROVED:

_____

City Attorney

ENPROTEC/HIBBS & TODD, INC.

Digitally signed by Jordan Hibbs
Date: 2025.01.15 09:56:57-06'00'

_____

Jordan Hibbs, Vice President

ATTEST:

By: Bradley Evans, CPA

Chief Financial Officer

ATTACHMENT A-1

Scope of Services (Amendment No. 1)
Possum Kingdom Raw Water Roughing Facility (PKRWRF) Industrial Wastewater Discharge Permit
Amendment to Contract, dated the 10th day of November, 2022

The City of Abilene ("City") requires a professional engineering services firm to provide additional services related to the Possum Kingdom Raw Water Roughing Facility (PKRWRF) industrial wastewater discharge permit renewal (Permit WQ0005213000). The original contract Scope of Services specifically excluded services related to the diffuser model and for public meeting or contested case hearing activities. The Amendment 1 Scope of Services includes such items as applicable and as listed below.

- Diffuser Model Review.
- Public Meeting Activities.

Amendment 1:

1. ENGINEER will coordinate and complete review of the TCEQ-proposed diffuser description language in the proposed draft permit with original permit application model to ensure proposed draft permit language is acceptable.

2. A public meeting is required for the permit renewal application. ENGINEER will assist the City with the public meeting preparation and will attend the meeting as the permit representative.

    a. ENGINEER will provide responses to comments, as applicable and as requested by the Texas Commission on Environmental Quality (TCEQ).

3. ENGINEER will assist the City with other permit-related tasks, as directed, through permit issuance.

Deliverables:
Public meeting attendance and participation.
Additional deliverables, as warranted.

Timeline:
Within timeframes as directed by the City and TCEQ.

ATTACHMENT B-1

PAYMENT (Amendment No. 1)
Possum Kingdom Raw Water Roughing Facility (PKRWRF) Industrial Wastewater Discharge Permit Amendment to Contract, dated the 10th day of November, 2022

Compensation for the services described in the Amendment No. 1 Scope of Services as outlined in Attachment A-1 will be as follows:

1. City shall pay Engineer for services set forth in this Attachment A-1, Amendment Scope of Services, on a time and materials basis per the schedule of charges below as follows:

    a. For labor on an hourly basis in accordance with the included Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2026, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.

    b. Sub-consultants will be billed on the basis of cost times a factor of 1.1.

    c. Subtask budgets are itemized below. Engineer may alter the distribution of compensation between the identified Subtasks to be consistent with services actually rendered.

2. Estimated costs for Attachment A-1 tasks are as follows with a not to exceed amount of $40,351.00:
    a. Diffuser Model Review - $1,651.
    b. Public Meeting Activities - $31,000.
    c. Other Permit-related Activities - $7,700.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2025)

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

Principal	$ 250.00 per hour
Senior Project Manager	220.00 per hour
Project Manager	190.00 per hour
Senior Engineer / Geologist	170.00 per hour
Project Engineer / Geologist	150.00 per hour
Staff Engineer I / Geologist I	130.00 per hour
Staff Engineer II / Geologist II	125.00 per hour
RPLS I	180.00 per hour
RPLS II	150.00 per hour
Operations Specialist / Regulatory Compliance Specialist	165.00 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	150.00 per hour
Engineering / Field Technician II	125.00 per hour
Engineering / Field Technician III	95.00 per hour
CAD I	145.00 per hour
CAD II	115.00 per hour
CAD III	80.00 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
Survey Tech 1	100.00 per hour
Survey Tech 2	80.00 per hour

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

Amendment 1 - Payment
Attachment B

Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Permit

CITY OF ABILENE TEXAS

PKRWRF RO CONCENTRATE PERMIT RENEWAL

- Approve Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Permit.
- Amendment No. 1 value is $40,351.00.
- The Amendment value combined with the original contract value of $12,000.00 exceeds $50,000 and thus requires approval of the Abilene City Council.
- Amendment No. 1 provides for additional professional services necessary to assist City staff in responding to questions and comments by the Texas Commission on Environmental Quality regarding permit renewal.

CITY OF ABILENE TEXAS

PKRWRF RO CONCENTRATE PERMIT RENEWAL

- The Possum Kingdom Raw Water Roughing Facility (PKRWRF) is designed to utilize microfiltration and reverse osmosis to reduce the salt content of the blended raw water product to make it similar to the raw water in Hubbard Creek Reservoir.
- The reverse osmosis process produces a by-product waste stream of RO concentrate that must be disposed of.
- Abilene holds TPDES permit #WQ0005213000 issued by the Texas Commission on Environmental Quality that authorizes the RO concentrate to be discharged back into the Possum Kingdom Reservoir

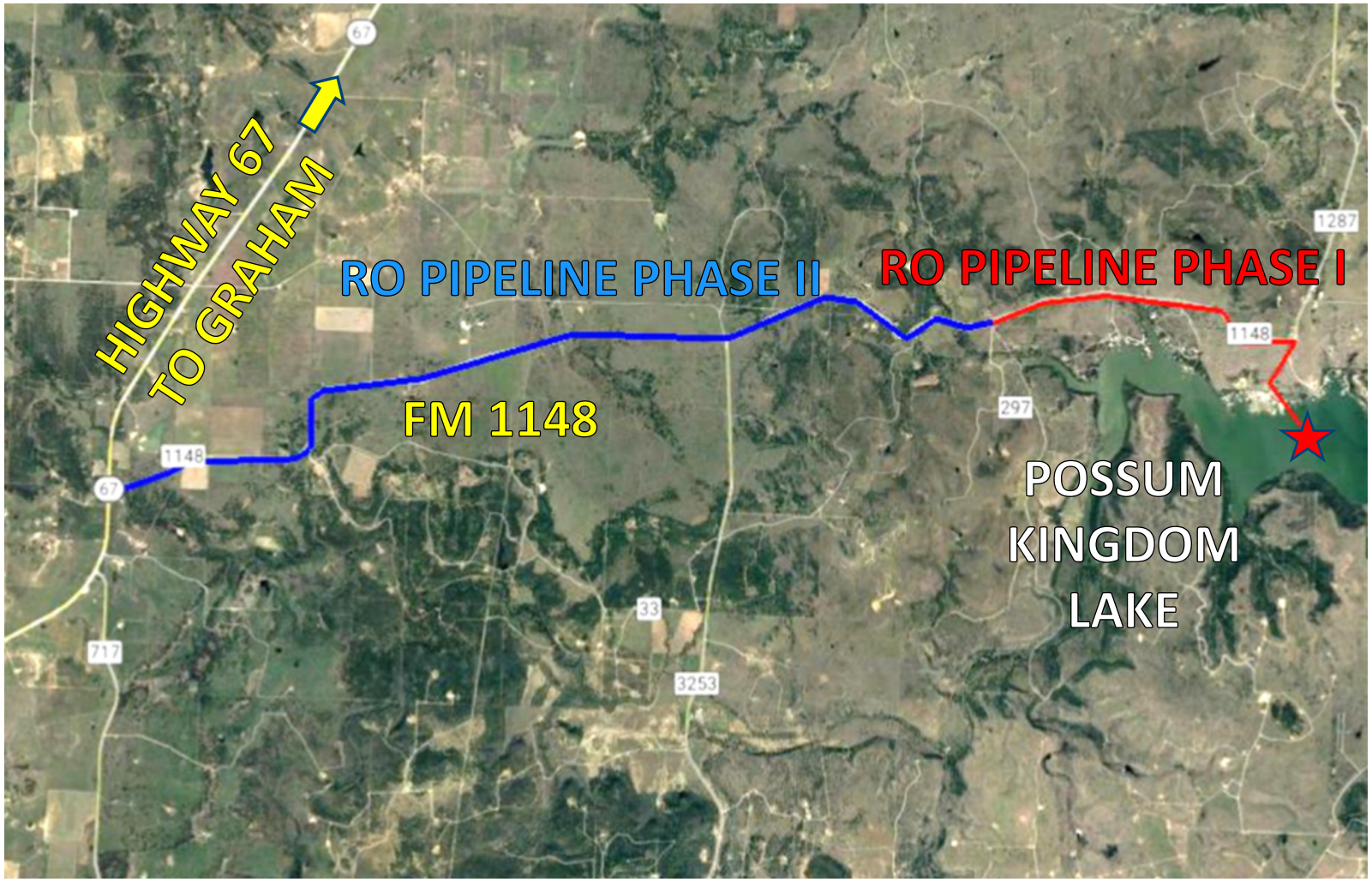
CITY OF ABILENE TEXAS

PKRWRF RO CONCENTRATE PERMIT RENEWAL

- The discharge permit was issued on September 12, 2018 and expires five years from the date of permit issuance.
- The application for renewal was submitted prior to the expiration date, but renewal has been delayed by the agency as it considers comments and questions by the stakeholders primarily made during a public meeting.
- Amendment No. 1 provides for EHT to assist the City in responding to the TCEQ in regards to those comments and questions.

CITY OF ABILENE TEXAS

PKRWRF RO CONCENTRATE PERMIT RENEWAL



THE PKRWRF RO PROCESS WILL PRODUCE A BY-PRODUCT R0 CONCENTRATE WASTE THAT MUST BE PROPERLY DISPOSED OF.

TPDES PERMIT NO. WQ0005213000 AUTHORIZES THE CITY OF ABILENE TO TRANSPORT THE RO CONCENTRATE THROUGH THE RO CONCENTRATE PIPELINE AND DISCHARGE IT BACK INTO THE POSSUM KINGDOM RESERVOIR.

CITY OF ABILENE TEXAS

Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Possum Kingdom Raw Water Roughing Facility Industrial Wastewater Permit

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

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

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with HSHN LLC for 1858 Sycamore St. *(Tim Littlejohn)***

GENERAL INFORMATION

Economic development agreement with HSHN LLC for 1858 Sycamore St. This will be a new construction home built under the RebuildAbi program guidelines.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. HSHN RESOLUTION NO
2. 1858 Sycamore_HSNH LLC New Construction Ch 380 agreement
3. Exhibit A 1858 Sycamore plans

4. City Council Presentation HSHN

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND HSHN LLC REGARDING 1858 SYCAMORE ST.

WHEREAS, the Economic Development Agreements ("Agreements") are effective as of the 23rd day of January, 2025, by and between HSHN 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 1858 Sycamore 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 23rd day of January, 2025.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

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NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

HSNH, LLC

This Economic Development Agreement ("Agreement") is effective as of the _23rd__day of _____January_____, 2025 (“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 1858 Sycamore 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 Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.02. **Developer** means HSNH. LLC its successors or assigns.

III. TERM

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

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b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00,

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

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a 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 T wo years following closing.

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

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may. by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

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

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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, NEGLECT OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

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

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

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

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

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

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

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

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SIGNATURE PAGE FOLLOWS.]

AGREED:

DEVELOPER

HSNH, LLC
1150 N.2nd
Abilene, TX 79601
325.513.3165
info@piersonprop.com

By (signature): DocuSigned by: Hayden Stovall 2747B3643C40451...

Name (printed): Hayden Stovall

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Designing Homes
HOUSE PLAN ZONE
Building Relationships

House Plan Zone, LLC.

www.HPZplans.com
Phone: 601.336.3254
Email: sales@hpzplans.com
Fax: 1-800-574-1387

A B D®

STANDARD ABBREVIATIONS

@	AT
#	POUND(S)
APPROX.	APPROXIMATELY
BASE.	BASEMENT
B/T	BETWEEN
BLK.	BLOCK
BLK'G	BLOCKING
BD.	BOARD
BRD.	BOARD
BOT.	BOTTOM
BLDG.	BUILDING
CAB.	CABINET
CLG.	CEILING
CLR.	CLEAR
CLOS.	CLOSET
COL.	COLUMN
COLS.	COLUMNS
CONC.	CONCRETE
CMU	CONCRETE MASONRY UNIT
C.U.	CONDENSOR UNIT
CONN.	CONNECTION
CONT.	CONTINUOUS
COVER'G	COVERING
CS	CRAWL SPACE
DECO.	DECORATIVE
DET	DETAIL
DIA.	DIAMETER
DW	DISHWASHER
DBL.	DOUBLE
DF	DOUGLAS FIR
D	DRYER
EA.	EACH
ELEV.	ELEVATION
ENG.	ENGINEER
FT.	FEET
F.F.L.	FINISHED FLOOR LINE
FIN.	FINISH
F.C.	FIRE CODE
FLR.	FLOOR
FTG.	FOOTING
FOUND.	FOUNDATION
FND.	FOUNDATION
FR.	FREEZER
GA.	GAUGE
GALV.	GALVANIZED
GYP.	GYPSUM
HDR.	HEADER
HVAC	HEATING, VENTILATION & AIR CONDITIONING
HT.	HEIGHT
HTS.	HEIGHTS
HORIZ.	HORIZONTAL
IN.	INCHES
INCL.	INCLUDE
INSUL.	INSULATION
JT.	JOINT
JST.	JOIST
JSTS.	JOISTS

LT.	LIGHT
LIN.	LINEN
MANUF.	MANUFACTURER
MAS.	MASONRY
MAX.	MAXIMUM
MTL.	METAL
MIN.	MINIMUM
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O/C	ON CENTER
OPT.	OPTIONAL
O.S.B.	ORIENTED STRAND BOARD
OTS	OWNER TO SELECT
O.T.S	OWNER TO SELECT
PG.	PAGE
PAN.	PANTRY
PL.	PLATE
PL	PLATE
PLY'WD	PLYWOOD
PLYW'D	PLYWOOD
POLY.	POLYETHYLENE
PSI	POUNDS PER SQUARE INCH
PRE-FAB	PREFABRICATED
RE:	REFERENCE
REF	REFRIGERATOR
REINF.	REINFORCED
R	RESISTANCE
R.A.	RETURN AIR
R.A.G.	RETURN AIR GRILLE
REQ'D	REQUIRED
SCR.	SCREEN
SHLVS.	SHELVES
SHR.	SHOWER
SHWR.	SHOWER
SST.	SIMPSON STRONG TIE
SP	SOUTHERN PINE
SPECS.	SPECIFICATIONS
SQ.	SQUARE
S.F.	SQUARE FOOTAGE
STL.	STEEL
THK.	THICK
THK.	THICKNESS
TBD.	TO BE DETERMINED
TR	TRANSOM
TYP.	TYPICAL
U.T.C.	UNDER THE COUNTER
UTIL.	UTILITY
VAN.	VANITY
VERT.	VERTICAL
WH	WATER HEATER
W	WASHER
WT.	WEIGHT
WIN.	WINDOW
W.M.	WIRE MESH
W/	WITH
WD.	WOOD
WFCM	WOOD FRAME CONSTRUCTION MANUAL

BB-1292

SHEET INDEX:

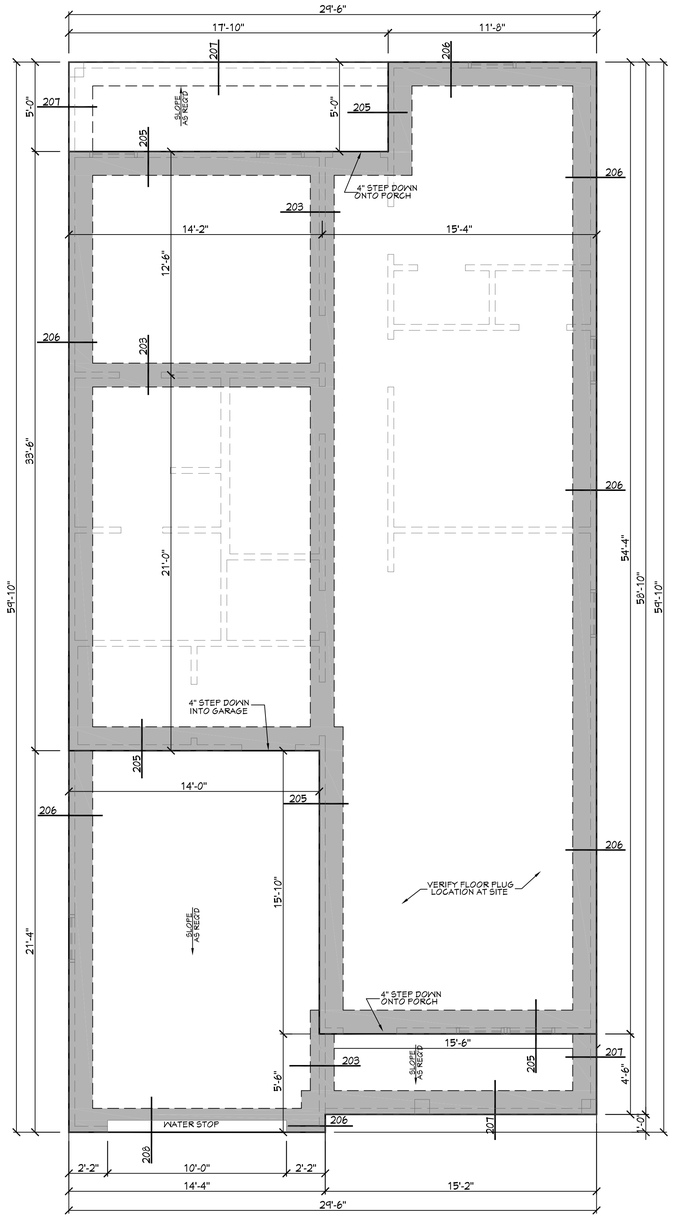
1 COVER SHEET
2 FOUNDATION PLAN
3 FLOOR PLAN & ELECTRICAL PLAN
4 EXTERIOR VIEWS
5 ROOF PLAN
6 CROSS SECTION & CABINETS

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.

N·C·B·D·C
NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
JONATHAN L. BOONE
CERTIFICATION NO. 25-137

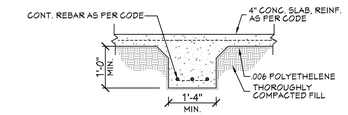
Date: 10/07/19
Drawn By: R.B.W.
Plan Number:

SHEET NUMBER
1

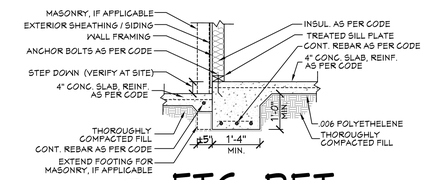


201 FOUNDATION PLAN

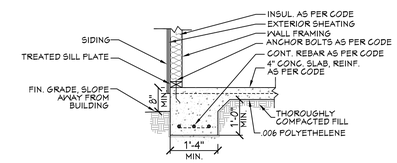
SCALE---------- 1/4" = 1'-0"



203 FTG. DET.



205 FTG. DET.



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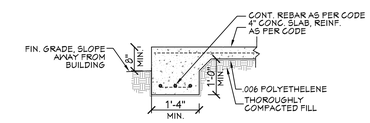
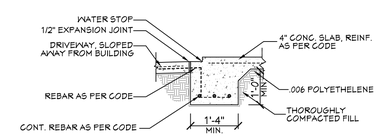


207 FTG. DET.



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.

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NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:
BB-1292

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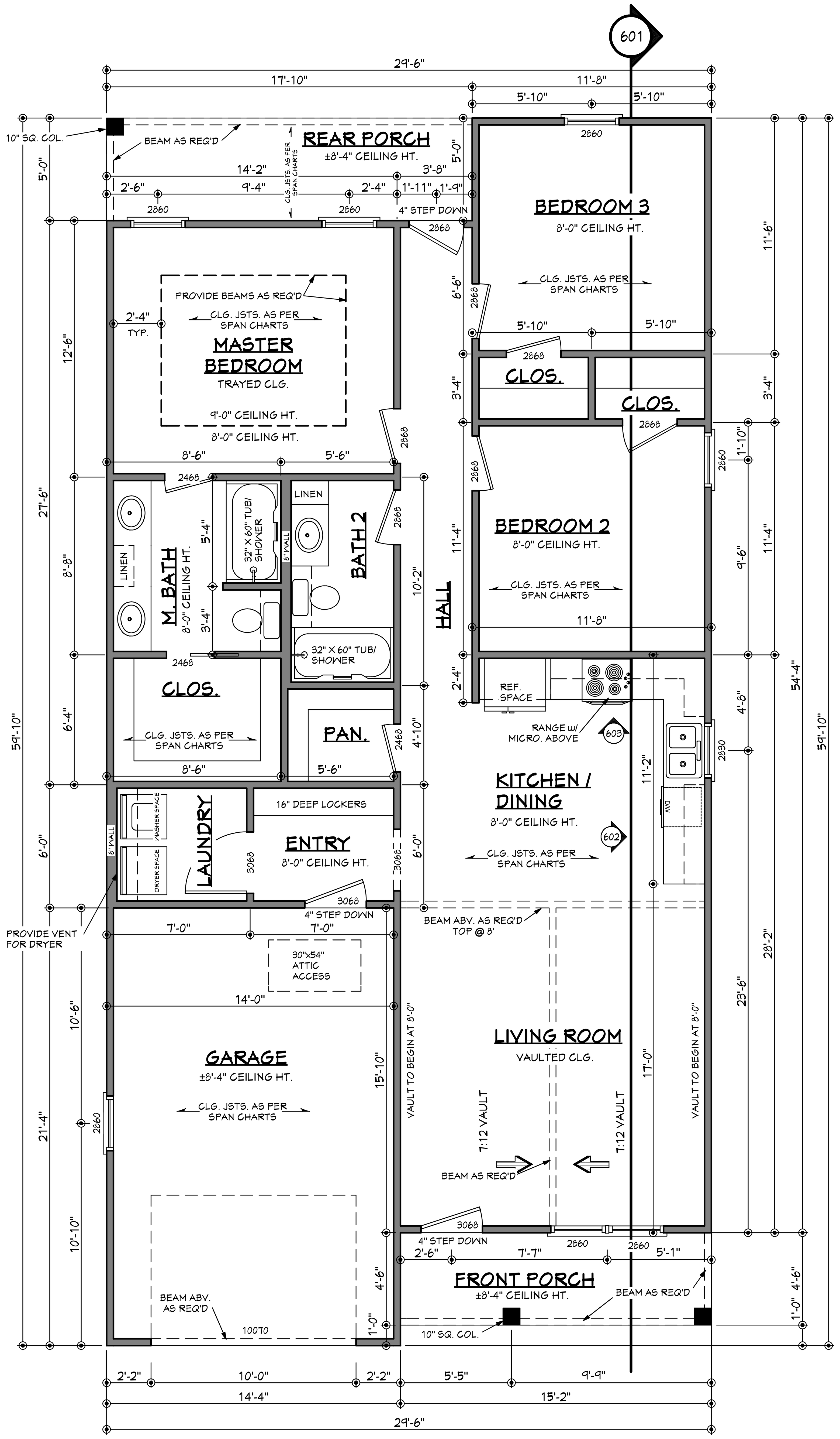
Date:
10/07/19
Drawn By:
R.B.W.

SHEET NUMBER
2



NOTE: WATER HEATER & HVAC UNIT TO BE LOCATED IN ATTIC SPACE.

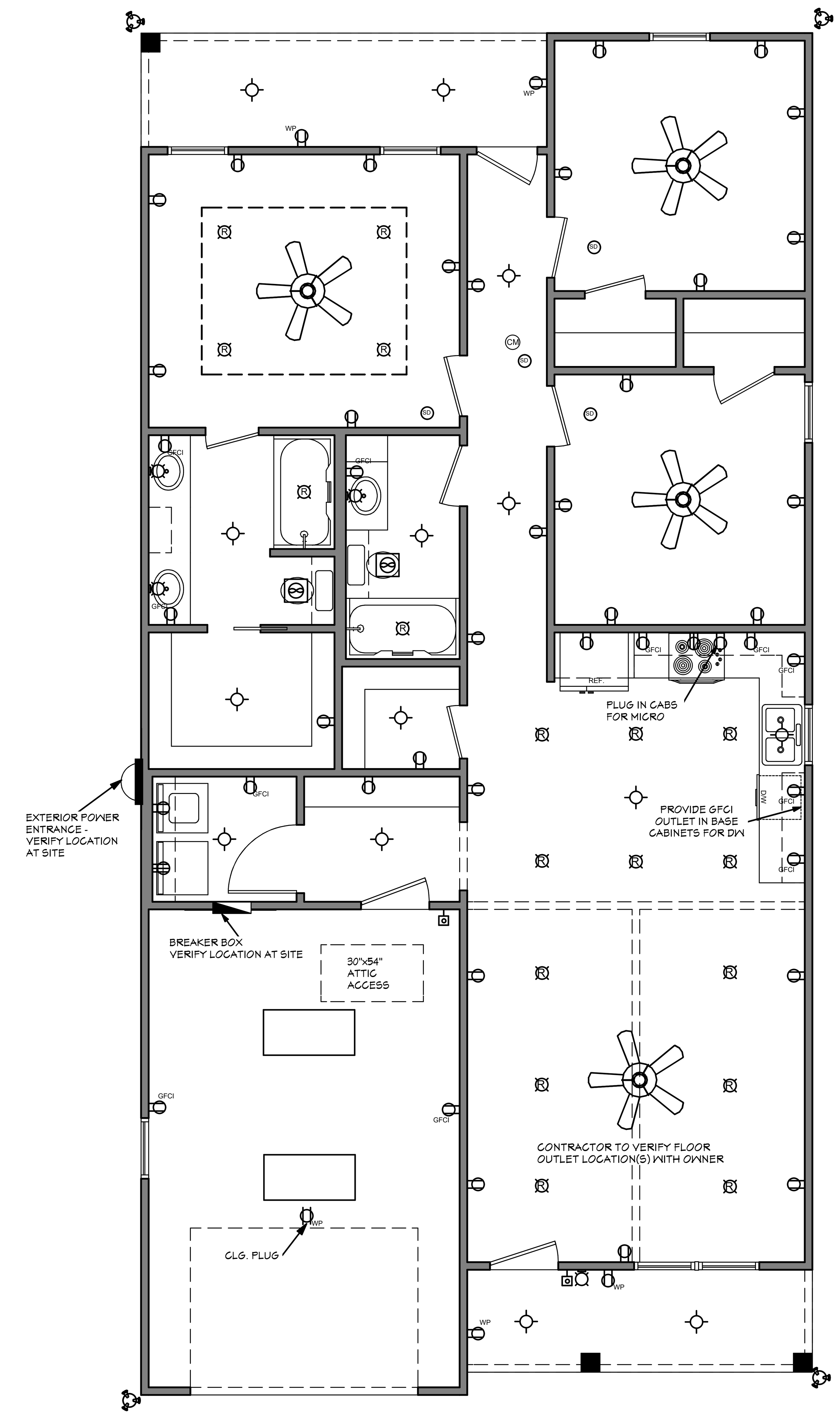
FLOOR PLAN

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 30 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
	110 VOLT OUTLET
GFCI	GROUND FAULT PROTECTED OUTLET
WP	WEATHERPROOF OUTLET
	220 VOLT RECEPTACLE
	FLOOR OUTLET (OWNER TO LOCATE)
	CEILING HUNG FIXTURE
	OVERHANG MOUNTED FLOODLIGHTS
	WALL MOUNTED FLOODLIGHTS
R	RECESSED CEILING FIXTURE
	FLUORESCENT LIGHT
CM	CARBON MONOXIDE DETECTOR
SD	SMOKE DETECTOR
$	SWITCH
$3	THREE WAY SWITCH
	WALL MOUNTED LIGHT
$DM	DIMMER SWITCH (OWNER TO LOCATE)
D$	DOOR ACTIVATED SWITCH
WP	WEATHERPROOF OUTLET
C5	CAT5 NETWORKING JACK (OWNER TO LOCATE)
	TELEPHONE OUTLET (OWNER TO LOCATE)
TV	TELEVISION OUTLET (OWNER TO LOCATE)
	DOORBELL BUTTON (CONTRACTOR TO LOCATE)
T	THERMOSTAT (CONTRACTOR TO LOCATE)
	CEILING EXHAUST FAN, VENT TO EXTERIOR
	TV SPEAKER
	RADIO SPEAKER
	CEILING FAN ONLY, NO LIGHT KIT
	CEILING FAN WITH LIGHT KIT
	TRACK LIGHTING (OWNER TO LOCATE)
	WALL SCONCE (OWNER TO LOCATE)
	CHANDELIER 1 (O.T.S.)
	CHANDELIER 2 (O.T.S.)
	UNDER COUNTER LIGHTING
	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 IS 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.

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JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID:
BB-1292

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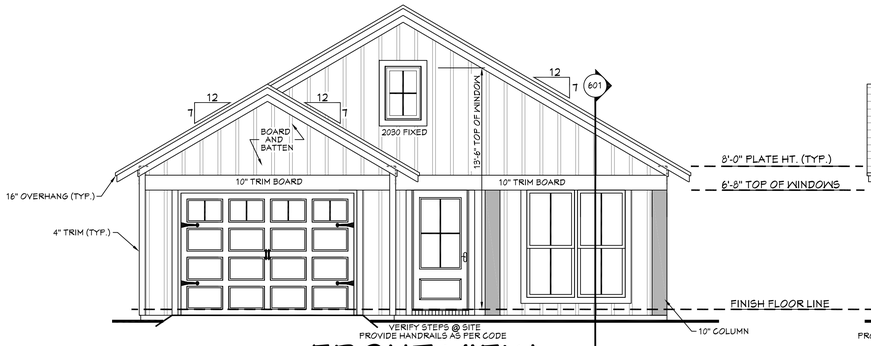
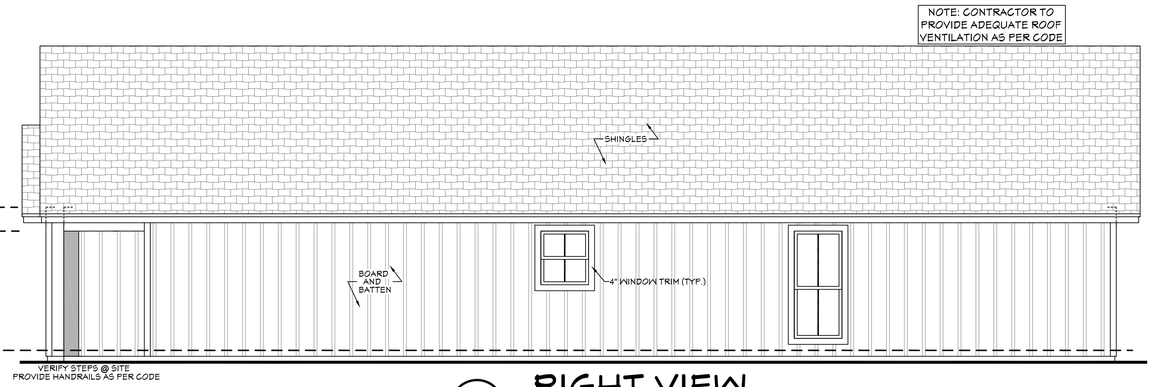
Date: 10/07/19
Drawn By: R.B.W.
Project Name:

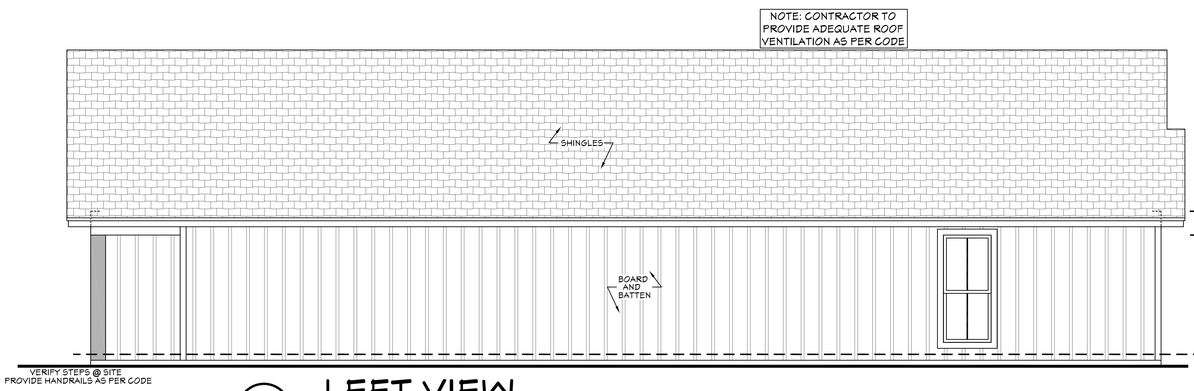
SHEET NUMBER
3



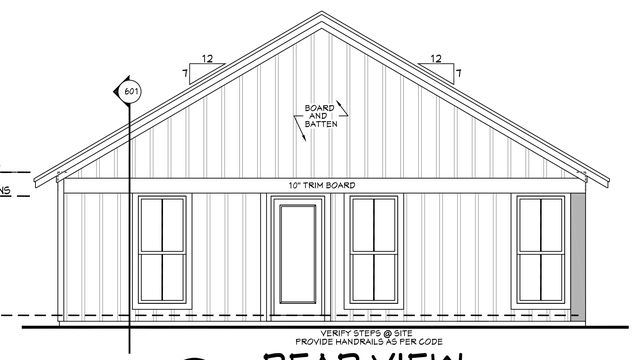
401 **FRONT VIEW**
SCALE---------- 1/4" = 1'-0"



403 **RIGHT VIEW**
SCALE---------- 1/4" = 1'-0"



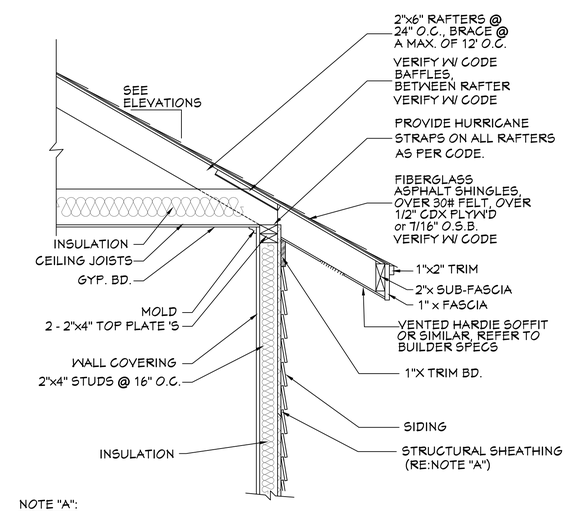
404 **LEFT VIEW**
SCALE---------- 1/4" = 1'-0"



402 **REAR VIEW**
SCALE---------- 1/4" = 1'-0"

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.



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.

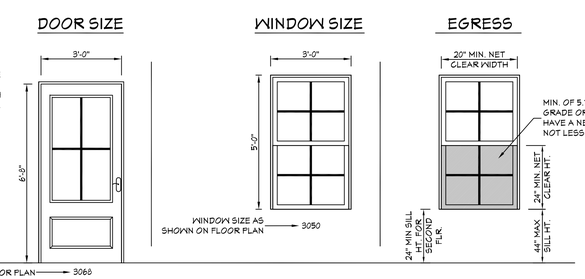
405 **TYP. CORNICE DETAIL**
SCALE----------3/4"=1'-0"

3068 (DOOR LABEL ON FLOOR PLAN) IS A DOOR THAT IS 3 FT 0 INCHES WIDE BY 6 FEET 8 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.



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 9 square feet (0.9 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 72 inches (1829 mm) above the finished grade or other surface below on the exterior of the building, the operable window shall comply with one of the following:
1. Operable windows with openings that will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening where the opening is in its largest opened position.
2. Operable windows that are provided with window fall prevention devices that comply with ASTM F 2090.
3. Operable windows that are provided with window opening control devices that comply with Section R312.2.2.

R312.2.2 Window opening control devices. Window opening control devices shall comply with ASTM F 2090. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the net clear opening area of the window unit to less than the area required by Section R310.2.1.

OPENING SIZES/ EGRESS

SCALE---------- NTS

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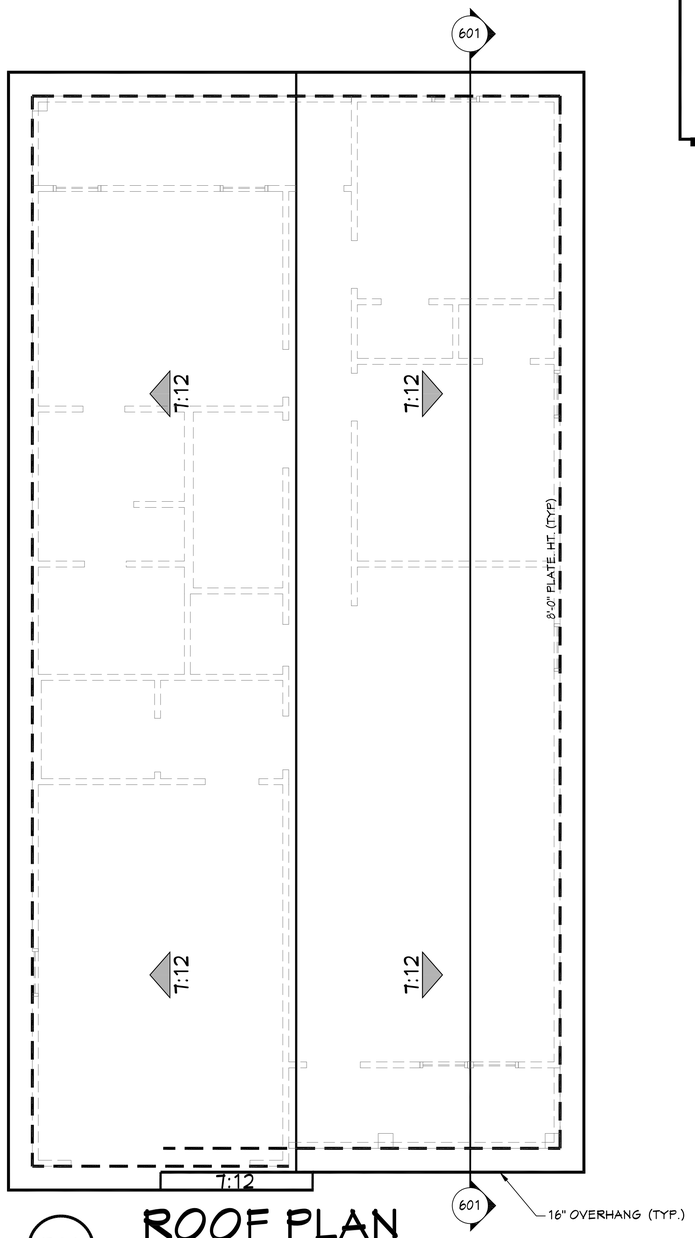
Pre-Drawn Plan ID:
BB-1292

Date: 10/07/19
Drawn By: R.B.W.

SHEET NUMBER
4



501 ROOF PLAN

SCALE---------- 1/4" = 1'-0"

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

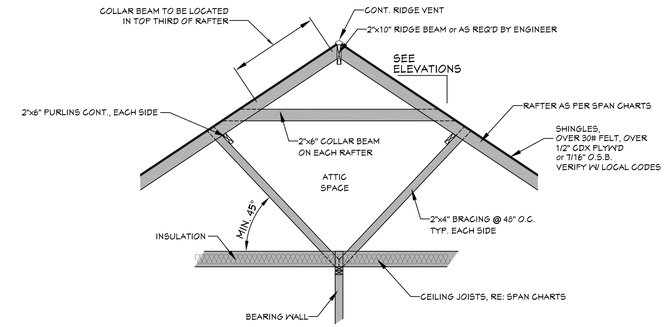
ROOF PITCH		FACTOR
3/12		1.05
4/12		1.07
5/12		1.10
6/12		1.14
7/12		1.17
8/12		1.20
9/12		1.25
10/12		1.30
11/12		1.35
12/12		1.40
14/12		1.54
16/12		1.70

MULTIFY 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/Δ=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

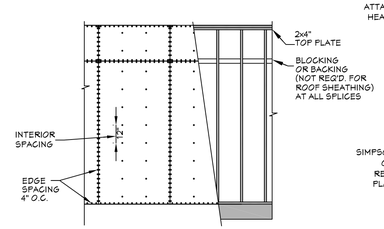
NOTES:
The above tables are based on the IRC 2018 TABLE R802.5.1(2)

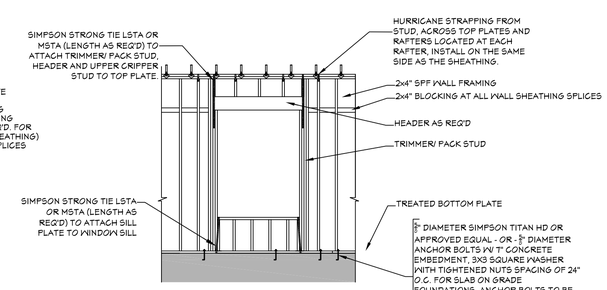
RAFTER SPANS

RAFTER SPANS FOR SOUTHERN PINE SPECIES
LIVE LOAD=30psf , L/Δ=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)





503 WALL/ROOF FASTENING DETAILS

SCALE---------- 1/4" = 1'-0"

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.

Designing Homes Building Relationships
HOUSE PLAN ZONE

Website:
www.HPZplans.com
Email:
sales@hpzplans.com
Phone:
601.336.3254
Fax:
1.800.574.1387

N·C·B·D·C
NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
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, due to the great variance in building codes and site specific conditions, House Plan Zone, LLC. assumes no responsibility for errors or omissions in these construction documents. House Plan Zone, LLC. highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction, on site special conditions including physical building codes. All dimensions to be verified on site prior to construction. In the event that a site specific 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.

SHEET NUMBER
5

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

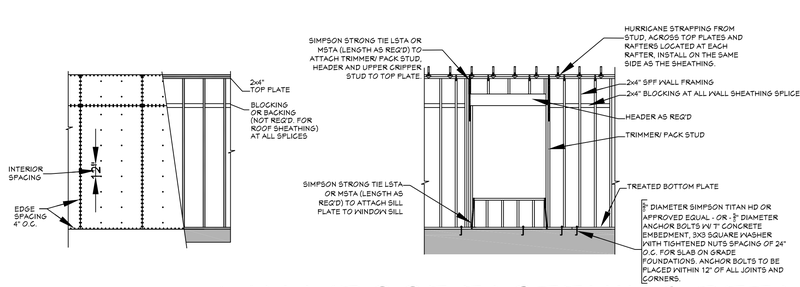
SCALE----------3/8"=1'-0"

602 KITCHEN

SCALE----------3/8"=1'-0"

603 KITCHEN

SCALE----------3/8"=1'-0"



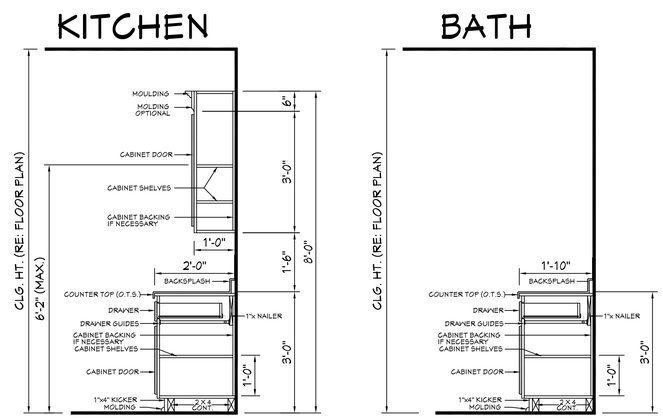
NAIL SIZE SPACING FOR WALL SHEATHING
8d NAILS MIN. OF 7/16" O.S.B. EDGE SPACING = 4" O.C. INTERIOR SPACING = 12" O.C.

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.

604 WALL/ROOF FASTENING DETAILS

SCALE---------- N.T.S.



605 TYP. CAB. SECTIONS

SCALE----------N.T.S.

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Phone: 601.336.3254
Fax: 1.800.574.1387

N·C·B·D·C
NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
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, due to the great variance in building codes and site specific conditions, House Plan Zone, LLC. assumes no responsibility for any errors or omissions in these plans. House Plan Zone, LLC. highly recommends that these plans be reviewed by a licensed structural engineer in the area of construction, in addition to your local building officials prior to construction. All dimensions to be verified on site prior to construction. In particular, attention should be paid to roof pitch, corners, and dimensions to overhangs. Any modifications required to comply with local codes and/or to suit site conditions 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.

SHEET NUMBER
6

Economic Development Agreement for 1858 Sycamore St.

CITY OF ABILENE TEXAS

Economic Development Agreement for 1858 Sycamore St.

- HSHN LLC is proposing to build a newly constructed affordable home located at 1858 Sycamore St.
- Home is approximately 1292 sq. ft.
- 3 bedrooms, 2 bathrooms, 1 car garage
- Estimated sales price will not be above $203,000

CITY OF ABILENE TEXAS

Economic Development Agreement for 1858 Sycamore St.

Questions ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

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

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Resolution of Support for OPG Cypress Partners LLC Supporting their Proposed Project on 301 Cypress St. *(Tim Littlejohn)***

GENERAL INFORMATION

Resolution of support for APG Cypress Partners LLC for a 60 unit apartment project located on 301 Cypress St.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION of support 301 Cypress St

2. City Council Presentation 301 Cypress

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, SUPPORTING AND CONFIRMING NO OBJECTION TO HOUSING TAX CREDIT APPLICATION FOR OPG CYPRESS PARTNERS LLC

WHEREAS, OPG Cypress Partners LLC has proposed the rehabilitation of 301 Cypress Street for the adaptive reuse of an existing historic structure for an apartment community located at 301 Cypress Street in the City of Abilene, County of Taylor Texas; and

WHEREAS, the OPG Cypress Partners LLC will submit an application to the Texas Department of Housing and Community Affairs for 2025 Housing Tax Credits for 301 Cypress Street; and

WHEREAS, the proposed redevelopment and renovation of the property will be funded through a combination of competitive housing tax credits and tax exempt bonds; and

WHEREAS, upon completion of the renovation, the apartments will be available to rent to low income households earning 60% or below of Area Median Income subject to any additional restrictions under the Housing Assistance Payment (HAP) contract administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, pursuant to Section 11.204(4) of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City of Abilene desires to provide a Resolution of No Objection to the Applicant for the 4% Non-Competitive Housing Tax Credit (HTC) application for OPG Cypress Street LLC located at 301 Cypress Street, Abilene, Texas,

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

PART 1: That the City of Abilene, acting through its Governing Body, hereby confirms that it has no objection as to Applicant's application to TDHCA's 2025 4% Non-Competitive HTC for the proposed renovation and redevelopment of the OPG Cypress Street LLC Apartments located at 301 Cypress Street, Abilene, Texas, for a 60 unit apartment development and that this formal action has been taken to put on record the opinion expressed by the City of Abilene on January 23rd, 2025.

PART 2: That in accordance with the requirements of the Texas Government Code §2306.67071 and Texas Administrative Code §11.204(4), it is hereby found that:

(a) Notice has been provided to the Governing Body in accordance with Texas Government Code §2306.67071(a); and

(b) The Governing Body has had sufficient opportunity to obtain a response from Applicant regarding any questions or concerns about the proposed renovation and redevelopment of the property for the proposed use; and

(c) The Governing Body has held a hearing at which public comment may be made on the proposed renovation and redevelopment project in accordance with Texas Government Code §2306.67071(b) and Texas Administrative Code §11.204(4)(B); and

(d) After due consideration of the information provided by the Applicant and after the public hearing on the proposed renovation and redevelopment project, the City of Abilene, acting through its Governing Body, does not object to the application by Applicant to the TDHCA for 2025 4% Non-Competitive HTC for the purpose of the renovation and redevelopment of OPG Cypress Street LLC for the proposed use.

PART 3: That it is FURTHER RESOLVED that for and on behalf of the Governing Body, the City Manager is hereby authorized, empowered and directed to certify these resolutions to the TDHCA.

PART 4: That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 23rd day of January, 2025

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution of support for 301 Cypress St.

CITY OF ABILENE TEXAS

Resolution of support for 301 Cypress St.

- OPG Cypress Partners, LLC is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Landmark on Cypress to be located at 301 Cypress Street
- This proposed development will be the adaptive reuse of an existing historic structure and will be an apartment community comprised of approximately 60 units of which 60 units will be reserved for residents at or averaging 60% of Area Median Income or below.

CITY OF ABILENE TEXAS

Resolution of support for 301 Cypress St.

QUESTIONS

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

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

SUBJECT: **10. Ordinance (First Reading) CUP-2025-01: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 91.21 Acres to Allow a 150' Tall Monopole Tower Within Agriculture Open (AO), Located at 1602 Loop 322** ***(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to construct a new 150' tall monopole within Agricultural Open (AO) zoning.

SPECIAL CONSIDERATIONS

The subject property was annexed by the City of Abilene in 1930 and has been zoned Agricultural Open (AO). The proposed tower would be located at the Taylor County Expo Center. To the west of the property is Abilene ISD's Shotwell Stadium. To the east of the property is Abilene Regional Airport.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Application CUP-2025-01
4. FAA Determinition of no Hazard_154'_Expo Site
5. Site Plan-Exhibits
6. presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of January, 2025.

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 20th day of December, 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 13th day of February, 2025, 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 13th day of February, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

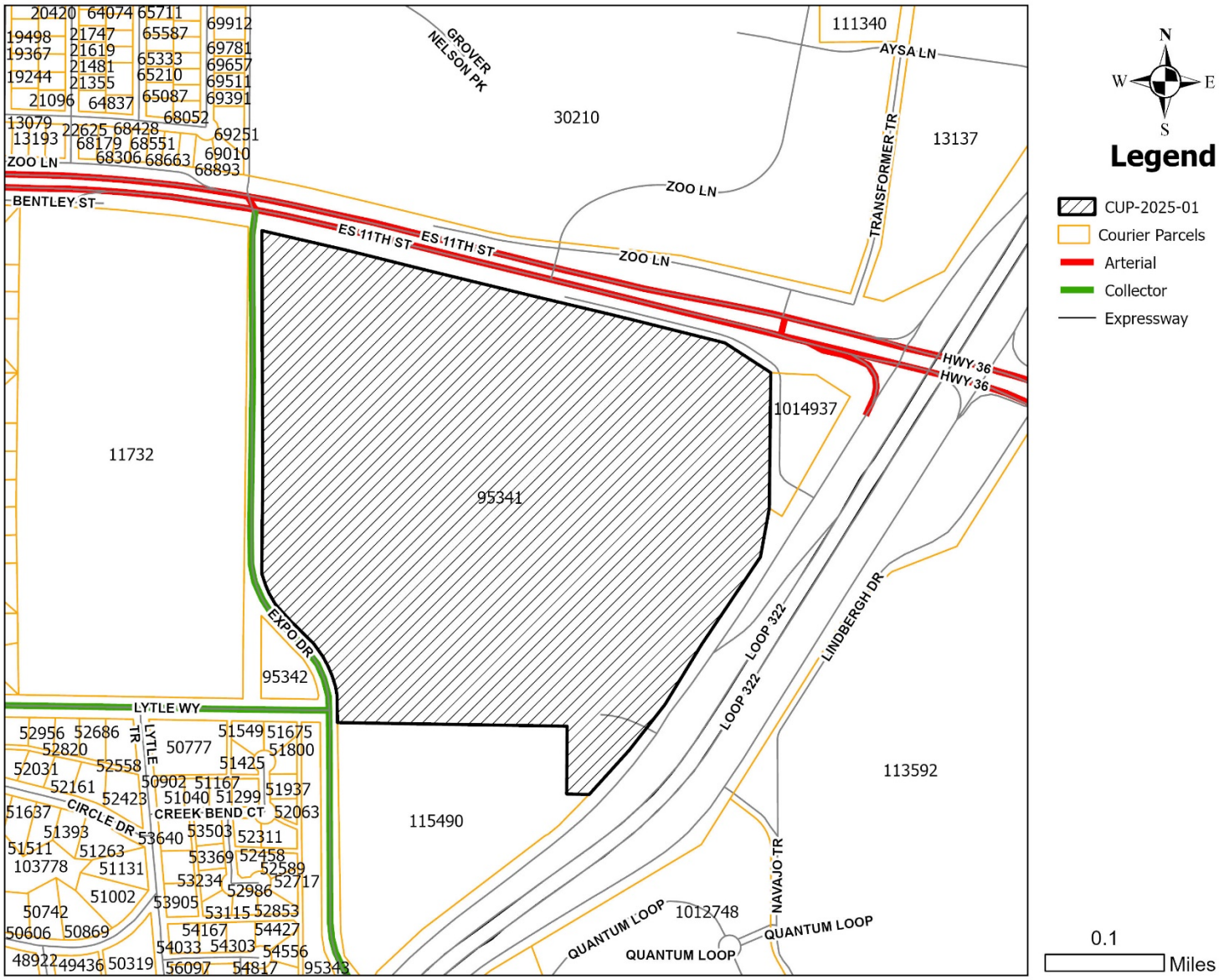
EXHIBIT A

Apply a Conditional Use Permit to approximately 91.21 acres zoned Agricultural Open (AO) to erect a 150' tall monopole, subject to:

1. FAA approval of the tower height and location; and
2. The site location attached as **Exhibit B**.
3. The site plan attached as **Exhibit C.**

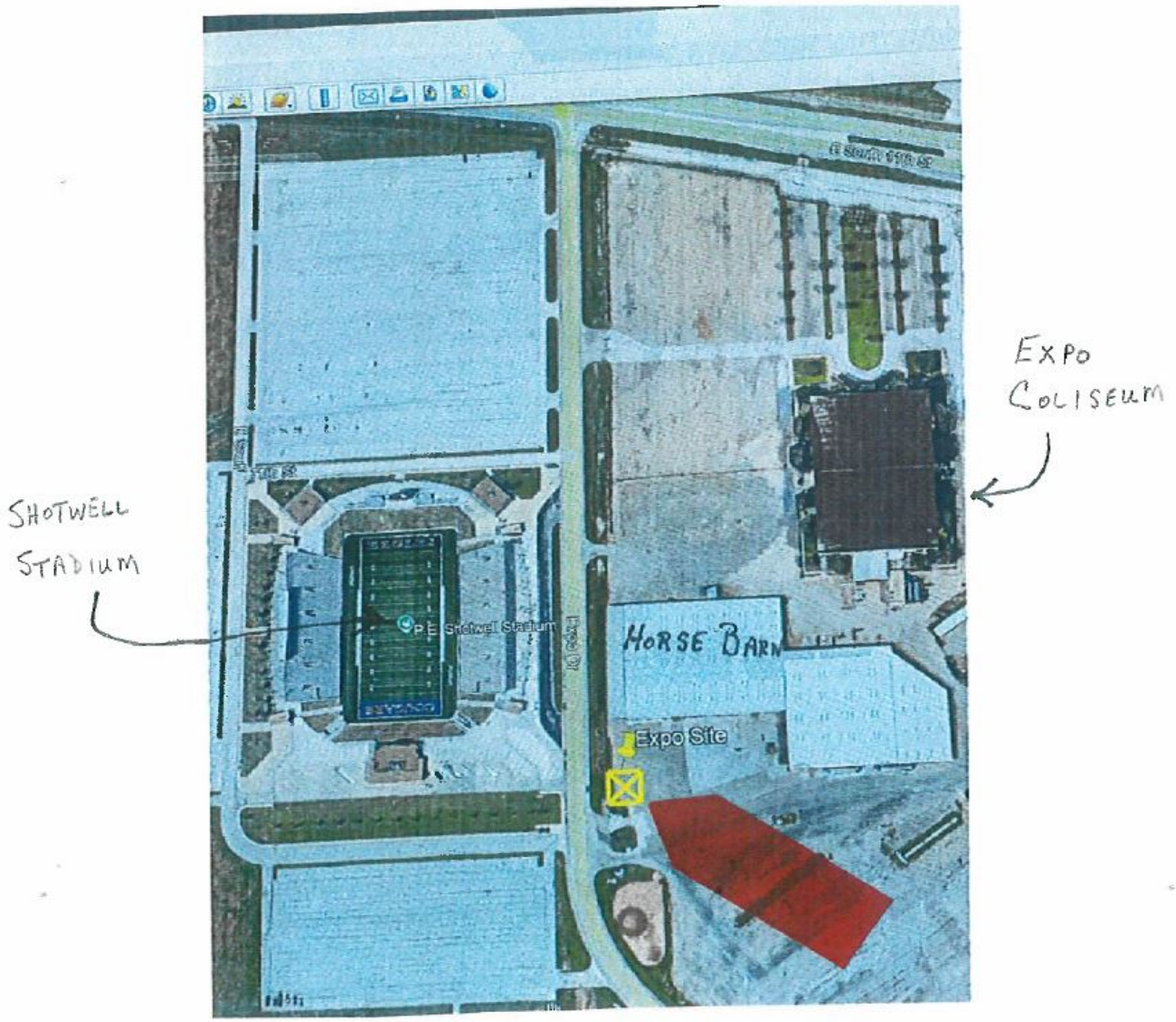
Legal description being the North Part of Lot 101, Block A, Taylor County Expo Center Subdivision, Abilene, Taylor County, Texas.

Located at 1602 Loop 322.



ORDINANCE NO. _____

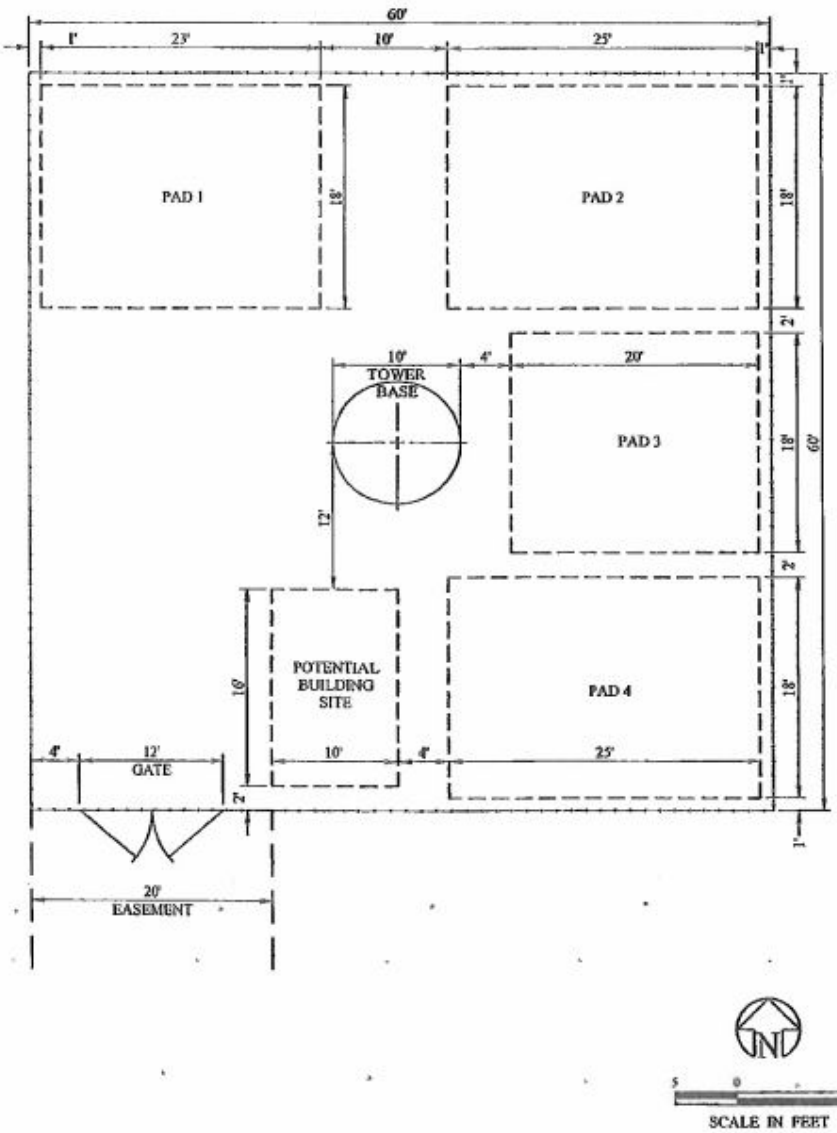
EXHIBIT B



ORDINANCE NO. _____

EXHIBIT C

(2) Site Plan



END

ZONING CASE CUP-2024-08 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Read: January 23, 2025
City Council 2nd Read: February 13, 2025

Applicant
Owner: Taylor County (Expo Center)
Agent: Laddie Galloway

Case Manager
Kera Valois – Planner

Request
The applicant is requesting a Conditional Use Permit to construct a new 150' tall monopole within Agricultural Open (AO) zoning.

Location
The subject property is located at 1602 Loop 322. Legal description being North Part of Lot 101, Block A, Taylor County Expo Center Subdivision, Abilene, Taylor County, Texas.

Background
The subject property was annexed by the City of Abilene in 1930 and has been zoned Agricultural Open (AO). The proposed tower would be located at the Taylor County Expo Center. To the west of the property is Abilene ISD's Shotwell Stadium. To the east of the property is Abilene Regional Airport.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PD	Zoo
East	PD	Abilene Regional Airport
South	PD	Abilene Regional Airport
West	AO	Shotwell Stadium

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, which both recommend "Institutional" and "Transitional" uses at this location.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed use is compatible with the surrounding Agricultural Open (AO) Zoning. Communication Towers need to be located in areas that generate high levels of communication/data traffic with a height to provide a large area of coverage and allow multiple communication providers to use the tower. This strategy minimizes the need for additional towers to provide service.

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. The purpose of the tower is to provide communication services for three to four carriers.
4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use 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 will 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 proposed tower is surrounded by a mix of Agricultural Open, Planned Development as well as Residential zoning and is supported by the Comprehensive Plan. The proposed tower would not adversely affect the existing uses in this area. The proposed area is located on the west side of the property which will effectively screen the base of the proposed tower.
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 applicant for the proposed tower does not currently have any existing towers within City Limits or within one mile of City Limits. The location of the proposed tower is ideal given its proximity to high communication generating uses and regional traffic on Loop 322.

Planning and Zoning Commission Recommendation

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

1. FAA approval of the tower height and location; and
2. The submitted site plan.

Attachments

- Technical Drawings
- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 15, 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:

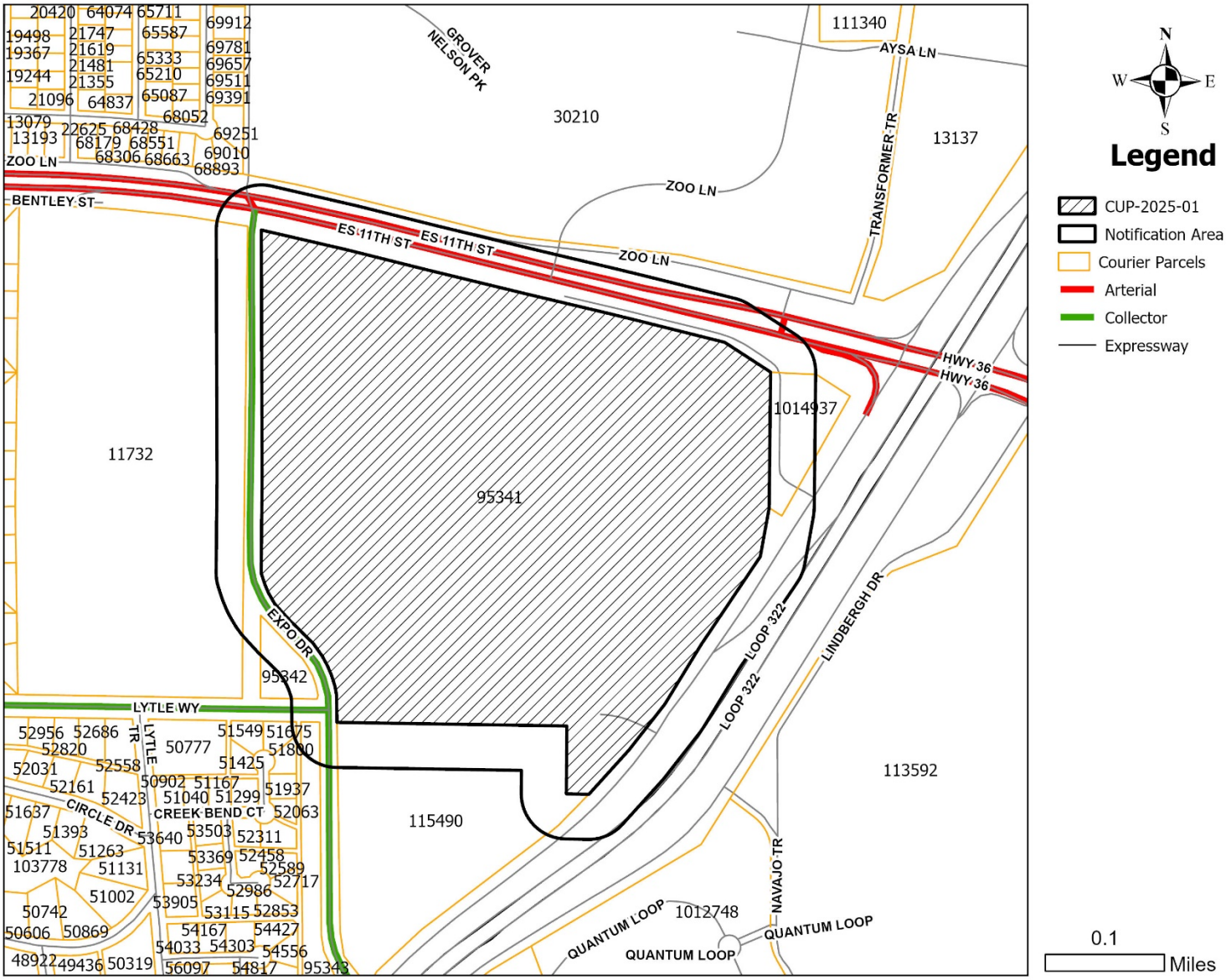
PROPERTY OWNER Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IND SCHOOL DIST	11732	1350 EXPO DR	
EXPO CENTER OF TAYLOR	95342		
EXPO CENTER OF TAYLOR	95341	1801 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1725 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1602 LOOP 322	
HADLEY RYAN LEE & DANIELLE	51800	1549 CREEK BEND CT	
KIDD RONNIE C & SHEILA S	51675	1557 CREEK BEND CT	
TAYLOR COUNTY	95343		
TAYLOR COUNTY	115490		
TAYLOR COUNTY	1014937		

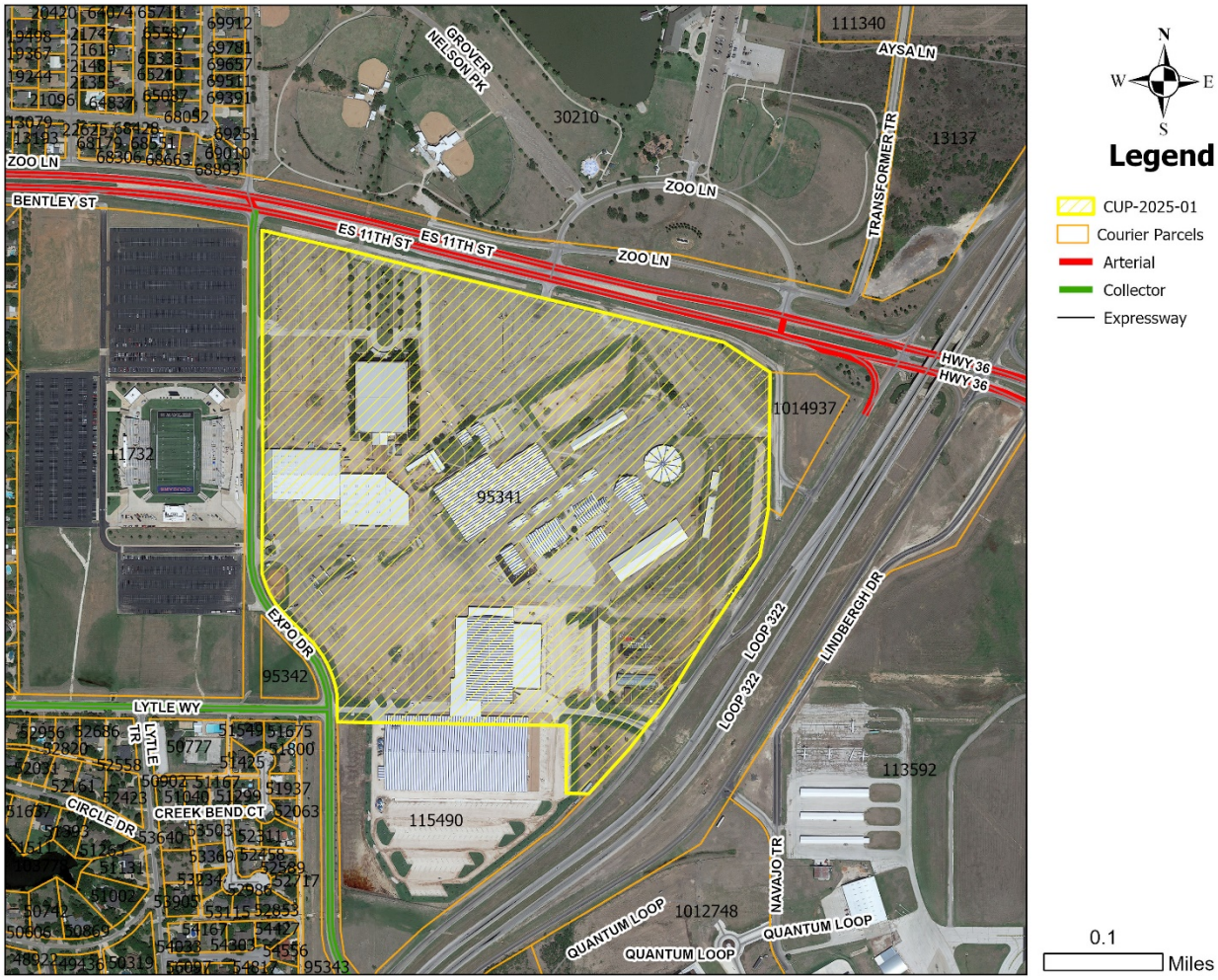
PROPERTY ID Legend: O – Opposed, F - Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IND SCHOOL DIST	11732	1350 EXPO DR	
KIDD RONNIE C & SHEILA S	51675	1557 CREEK BEND CT	
HADLEY RYAN LEE & DANIELLE	51800	1549 CREEK BEND CT	
EXPO CENTER OF TAYLOR	95341	1801 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1725 ES 11TH ST	
EXPO CENTER OF TAYLOR	95341	1602 LOOP 322	
EXPO CENTER OF TAYLOR	95342		
TAYLOR COUNTY	95343		
TAYLOR COUNTY	115490		
TAYLOR COUNTY	1014937		

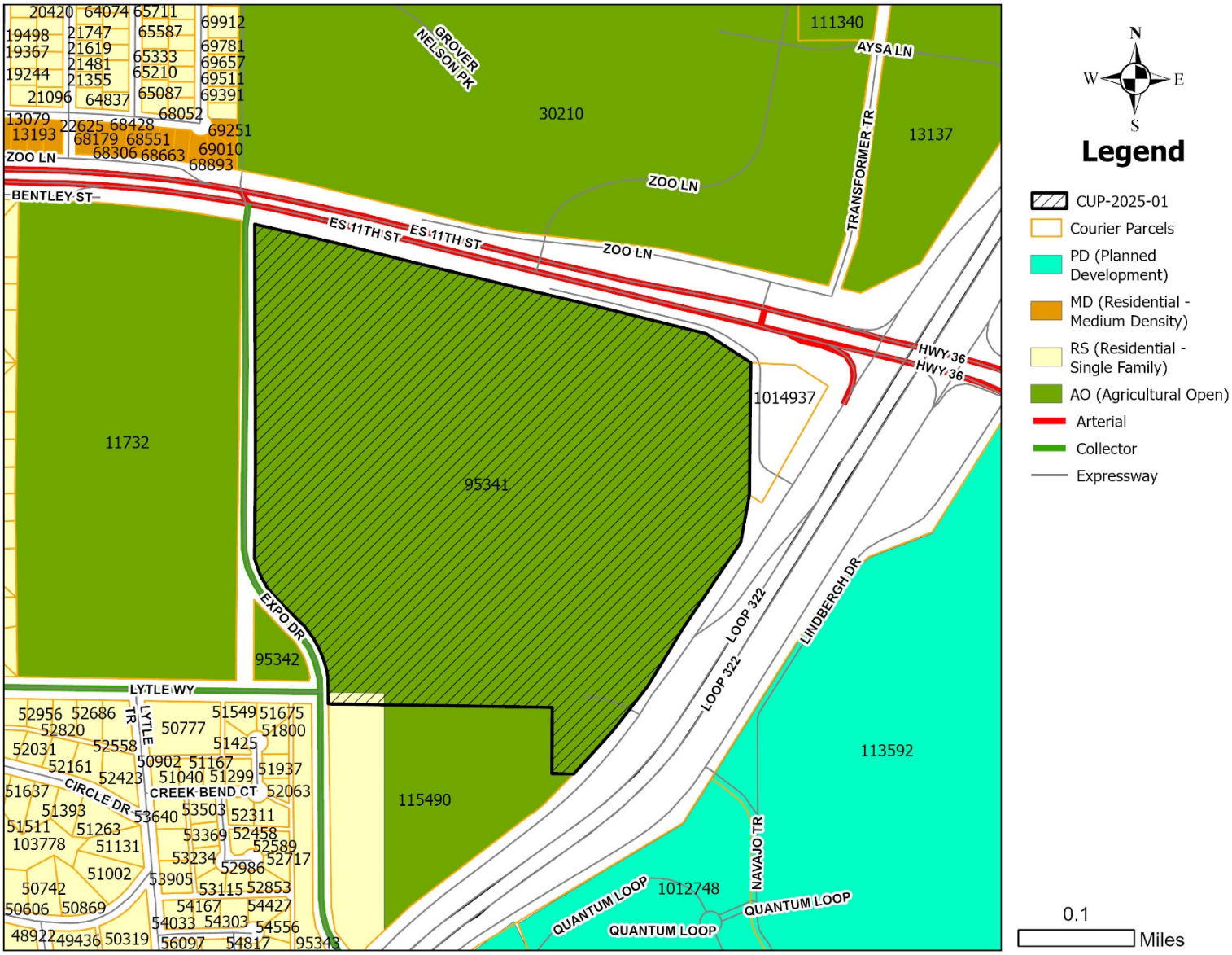
NOTIFICATION MAP



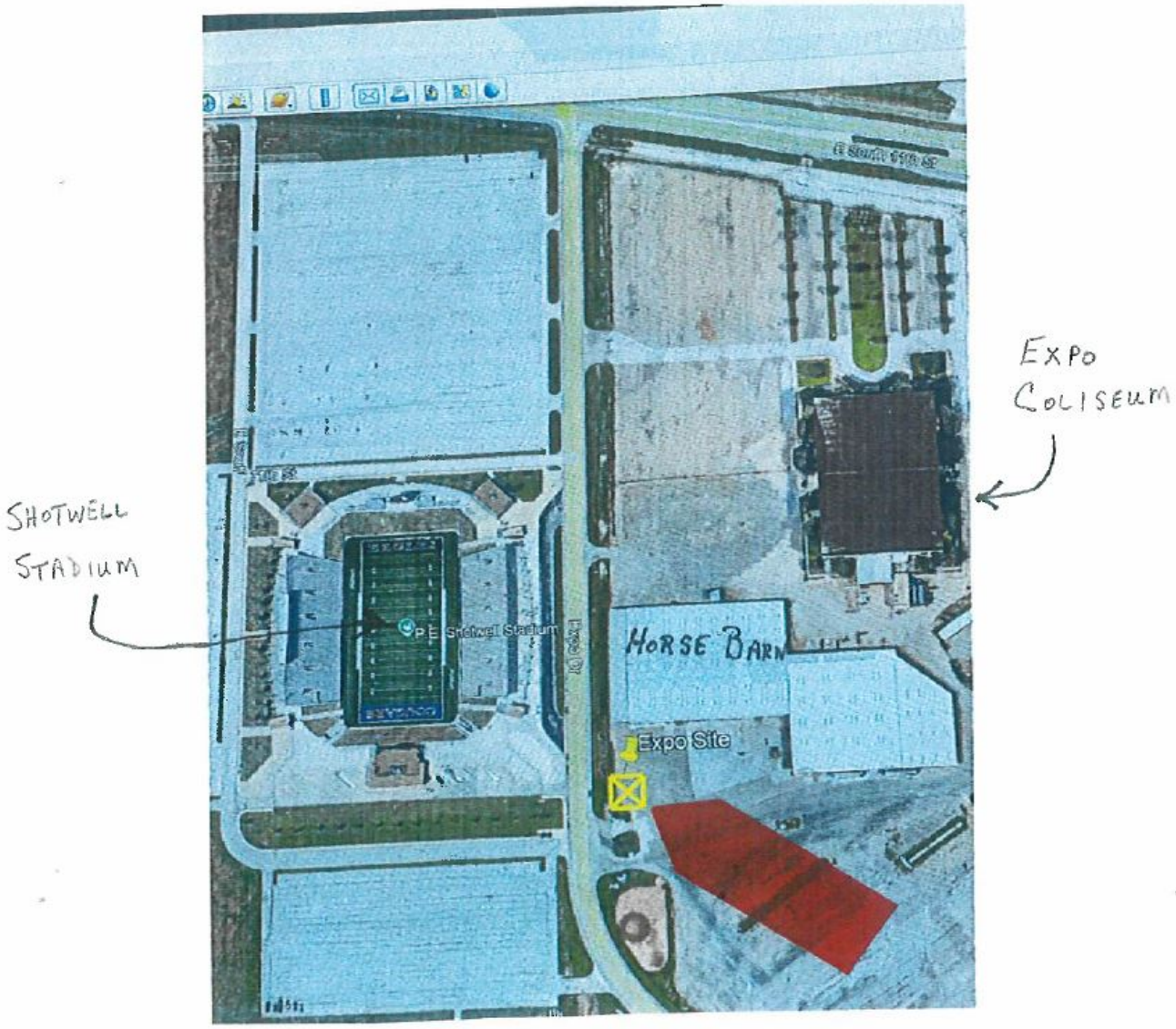
LOCATION MAP



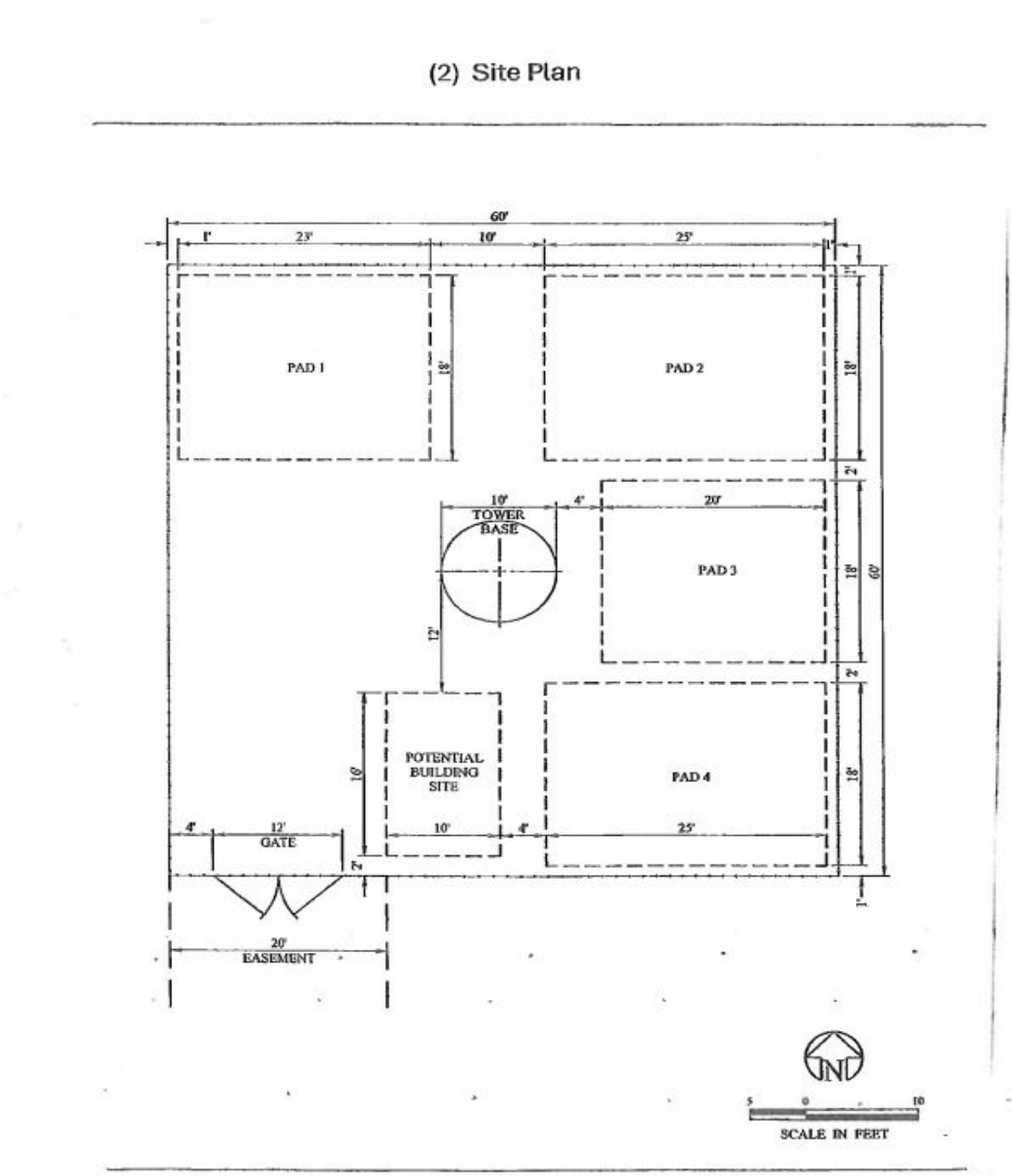
ZONING MAP


N
W
E
S
Legend
CUP-2025-01
Courier Parcels
PD (Planned Development)
MD (Residential - Medium Density)
RS (Residential - Single Family)
AO (Agricultural Open)
Arterial
Collector
Expressway
0.1
Miles
GROVER NELSON PK
AYSA LN
TRANSFORMER TR
ZOO LN
BENTLEY ST
ES 11TH ST
HWY 36
EXPO DR
LYTLE WY
LYTLE TR
CIRCLE DR
CREEK BEND CT
LOOP 322
LINDBERGH DR
NAVAJO TR
QUANTUM LOOP
30210
13137
111340
1014937
11732
95341
95342
115490
113592
1012748

Proposed Site Location



Proposed Site Plan



2024 Development Application

Zoning Application Page 1 of 3

Planning

- [x] Conditional Use
- [ ] Special Exceptions
- [ ] Rezoning
- [ ] Variance
- [ ] PDD Amendment
- [ ] Street Name Change
- [ ] Thoroughfare Abandonment
- [ ] Easement Release

Relief Procedures

- [ ] Petition for Relief
- [ ] Proportionality Appeal
- [ ] Vested Rights Petition
- [ ] Appeal

Other:

Project Name: EXPO CENTER

Address: EXPO DRIVE Number of Lots: Acreage: 0.1184

Legal Description: 60'x60' TRACT OUT OF LOT 101, BLOCK A, TAYLOR CO. EXPO CENTER SUBDIVISION; CAB. 3 SLIDE 26

Subdivision Name: TAYLOR CO. EXPO CENTER Block: A Lot: 101

Current Zoning: AO Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: TAYLOR COUNTY

Address: 400 OAK STREET, SUITE 300

City, State, Zip: ABILENE, TX 79602 Fax: (325) 674-1365

Phone: (325) 674-1235 Email: phil.crowley@taylorcounty.texas.gov

Agent Name: LADDIE C. GALLOWAY

Address: PO BOX 6060

City, State, Zip: ABILENE, TX 79608 Fax:

Phone: (325) 669-8110 Email: lgalloway@txoexploration.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Date: 11/20/24

PHIL CROWLEY, TAYLOR COUNTY JUDGE

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

☑ AO	Agricultural Open Space	☐ GR	General Retail
☐ RR	Rural Residential RR-5 & RR-1	☐ MU	Medical Use
☐ RS-12	Residential Single-Family – 12,000 sq. ft lots	☐ CB	Central Business
☐ RS-8	Residential Single-Family – 8,000 sq. ft lots	☐ MX	Mixed Use
☐ RS-6	Residential Single-Family – 6,000 sq. ft lots	☐ GC	General Commercial
☐ PH	Single-Family Residential Patio Home	☐ HC	Heavy Commercial
☐ TH	Residential Townhouse	☐ LI	Light Industrial
☐ MD	Residential Medium Density	☐ HI	Heavy Industrial
☐ MH	Manufactured/Mobile Home	☐ PD	Planned Development District
☐ CU	College & University	☐ MF	Multi-Family
☐ NO	Neighborhood Office		
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

150' MONOPOLE FOR COMMUNICATION TOWER

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: TAYLOR COUNTY EXPO CENTER
Total Number of Acres: 0.1184
Zoning Classification(s):
Total Number of Lots: 1
Location:

Property Owner Information & Authorization

Name/Company: TAYLOR COUNTY
Address: 400 OAK STREET, SUITE 300
City: ABILENE State: TX Zip Code: 79602
Phone: (325) 674-1235 Email: phil.crowley@taylorcounty.texas.gov

Project Representation (check one):

☐ I will represent the application myself; OR

☑ I hereby designate LADDIE C. GALLOWAY (*name of project representative*) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: Phil Crowley **Date:** 11/20/24

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Phil Crowley, Taylor County Judge (*printed property owner's name*) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 20th day of November, 2024

TAMRA E. LEWIS
Notary Public, State of Texas
NOTARY ID # 13128886-3
My Commission Exp 09-21-25

Tamra Lewis
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☑ Tenant ☐ Preparer ☐ Other(*specify*):

Name: LADDIE C. GALLOWAY Company: TITAN TOWERS, L.P.
Address: PO BOX 6060 City: ABILENE State: TX
Zip Code: 79608 Number: Email: lgalloway@txoexploration.com

2024 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

NOTE: If the Project Representative is not the Property Owner, this form must be filled out by both the Property Owner and the Project Representative.

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes ☑ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: LADDIE C. GALLOWAY

Property Owner ☐ Project Representative ☑

Signature of Certifying Person: Laddie C Galloway

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Todd C Galloway

DATE: 11-20-2024

THE STATE OF TEXAS)

)

COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) * concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of 20th of November, 2024

x Phil Crowley

SIGNATURE : PHIL CROWLEY

TAYLOR COUNTY JUDGE

*(cross out the inapplicable phrase)

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2024-ASW-16225-OE
Prior Study No.
2024-ASW-13045-OE

Issued Date: 12/05/2024

Warren Harkins
Titan Towers, LP
PO Box 6972
Abilene, TX 79608

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole Expo Center 611
Location:	Abilene, TX
Latitude:	32-25-58.10N NAD 83
Longitude:	99-41-48.48W
Heights:	1740 feet site elevation (SE) 154 feet above ground level (AGL) 1894 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination expires on 06/05/2026 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-ASW-16225-OE.

Signature Control No: 639199043-641071921 (DNE)
Natalie Schmalbeck
Technician

Attachment(s)
Additional Information
Frequency Data
Map(s)

cc: FCC

BASIS FOR DECISION

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

Frequency Data for ASN 2024-ASW-16225-OE

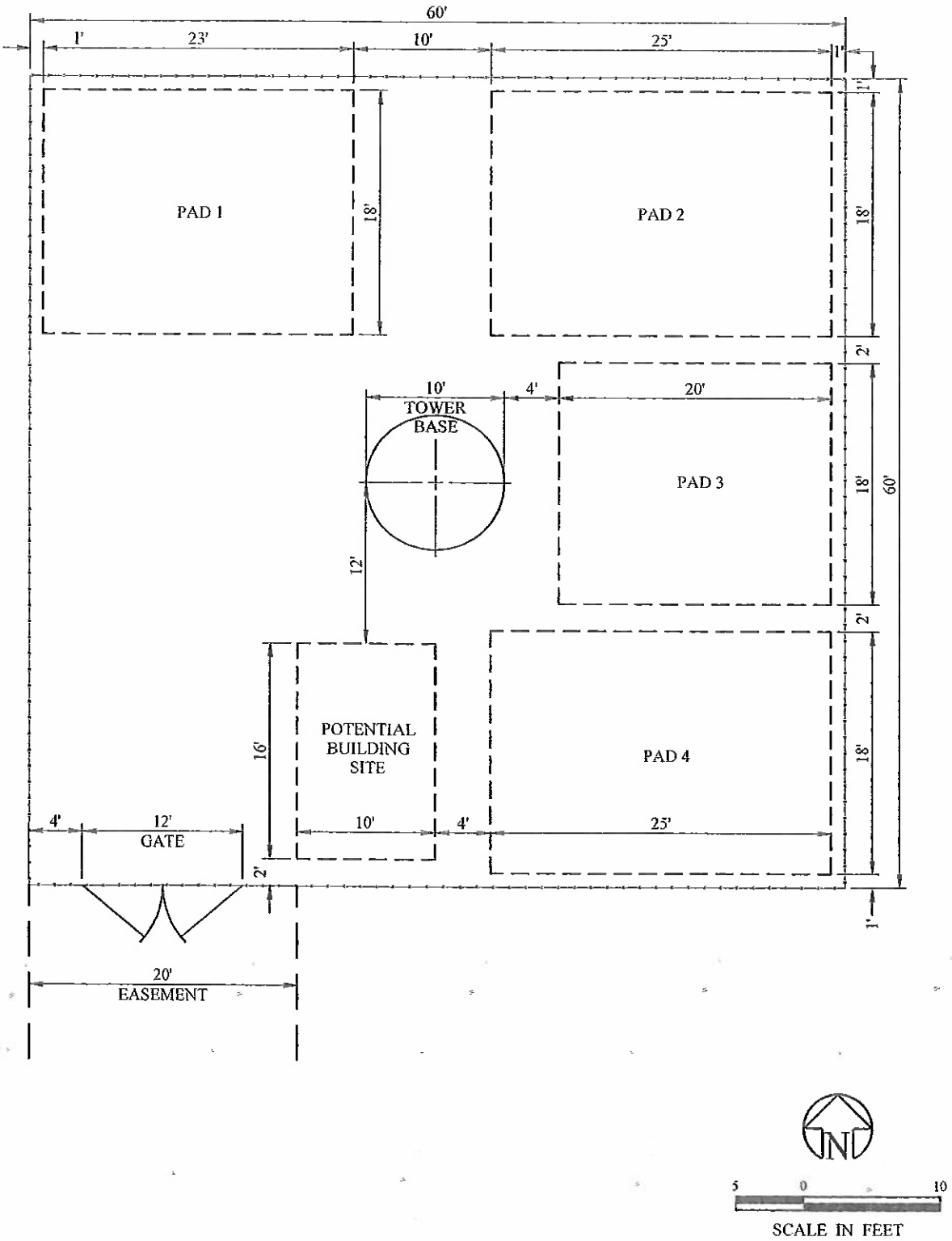
LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

Abilene Zoo
Grover Nelson Park
Zoo Lake Number 1
Nelson Splash
Shotwell Stadium
Expo Center of Taylor County
Lytle Lake
500 ft

(1) Inventory of Existing Towers in Abilene

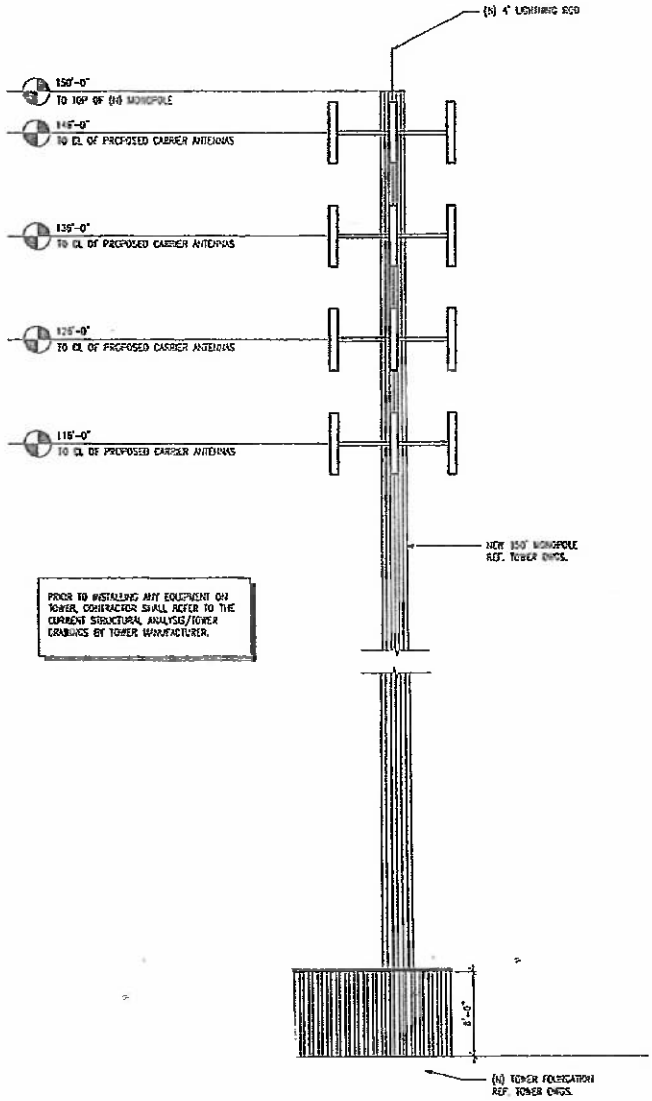
Titan Towers does not have any towers within the City of Abilene, or within 1 mile of the City Limits.

(2) Site Plan


60'
1'
23'
10'
25'
1'
1'
PAD 1
18'
PAD 2
18'
2'
10'
TOWER
BASE
4'
20'
PAD 3
18'
60'
12'
2'
POTENTIAL
BUILDING
SITE
16'
PAD 4
18'
4'
12'
GATE
10'
4'
25'
2'
1'
20'
EASEMENT
N
5
0
10
SCALE IN FEET

(3) Tower Drawing

- 150' monopole
- 3 - 4 mobile phone customer capacity (depending on antenna loading)



1 TOWER ELEVATION
SCALE: NTS

(4) Letter of Intent to Lease

Titan Towers is a tower company (not a mobile phone carrier) whose business practice is to lease space on its towers to a variety of customers... including mobile phone carriers such as AT&T, Verizon, T-Mobile and Direct TV, as well as wireless internet and various other types of communication & data transmission equipment.

Therefore, Titan Towers is motivated and has planned for the capacity to lease space on the tower to multiple companies.

(5) Justification Statement

See Attached Statement

WTL00907 Signal Level Plots

This site is needed to offload traffic on neighbor site WTL1417 and improve service. The NSB will improve service along Jake Roberts FWY and the Abilene Regional Airport.

Bobby Wells
11/21/2024

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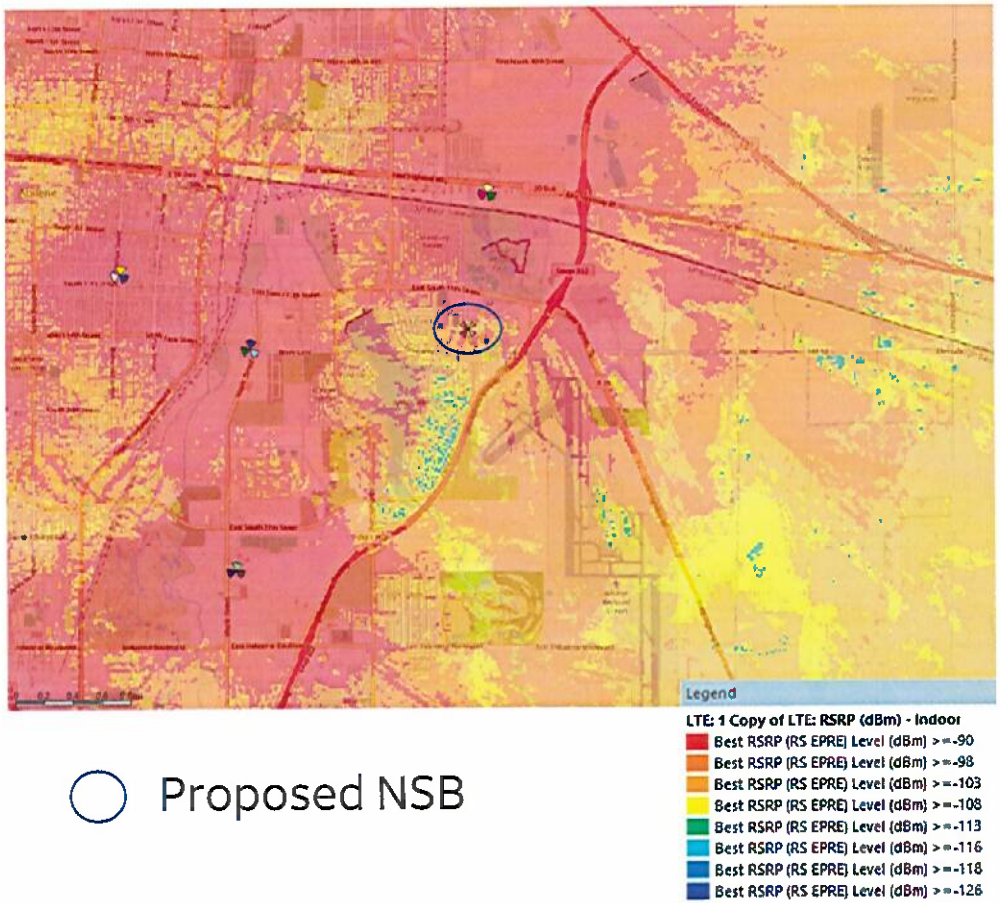
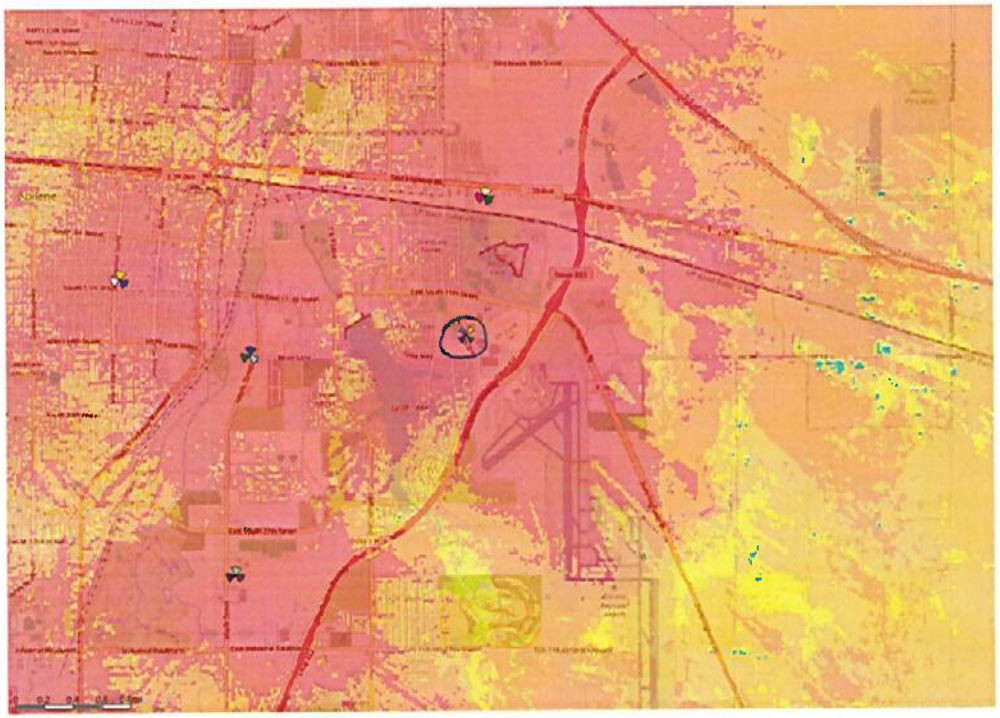
AT&T

RSRP 700Mhz



Proposed NSB



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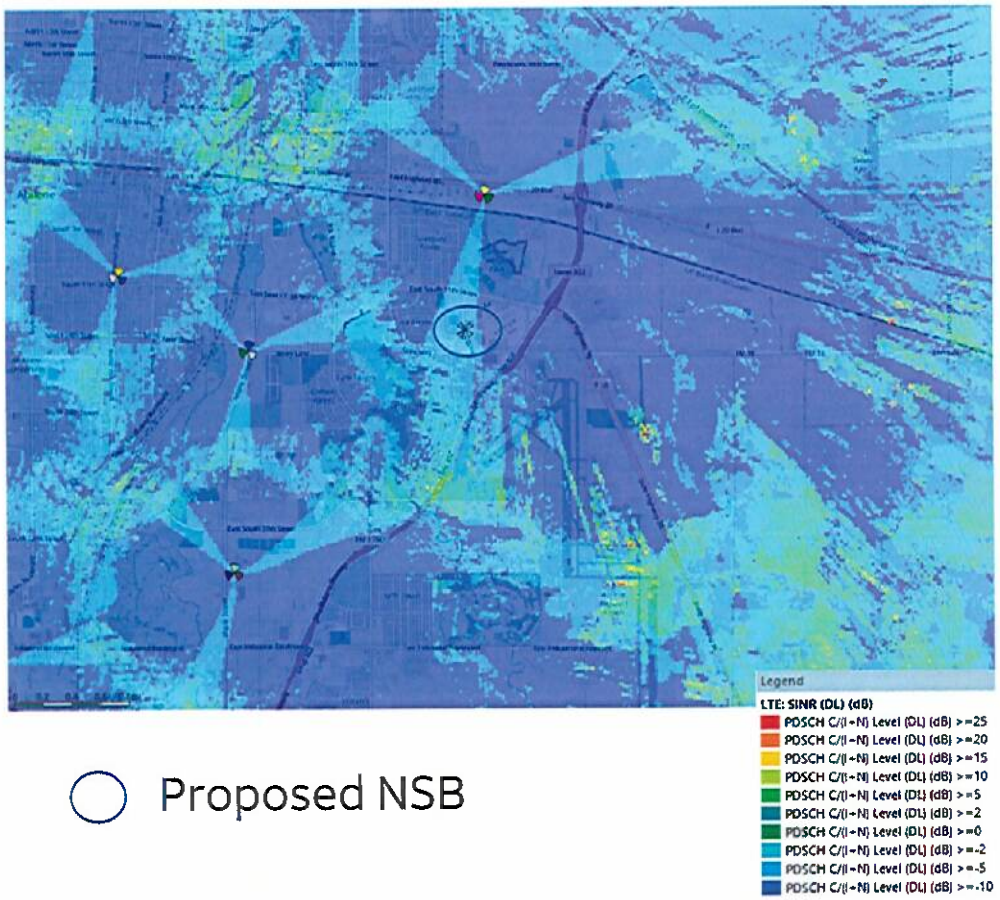
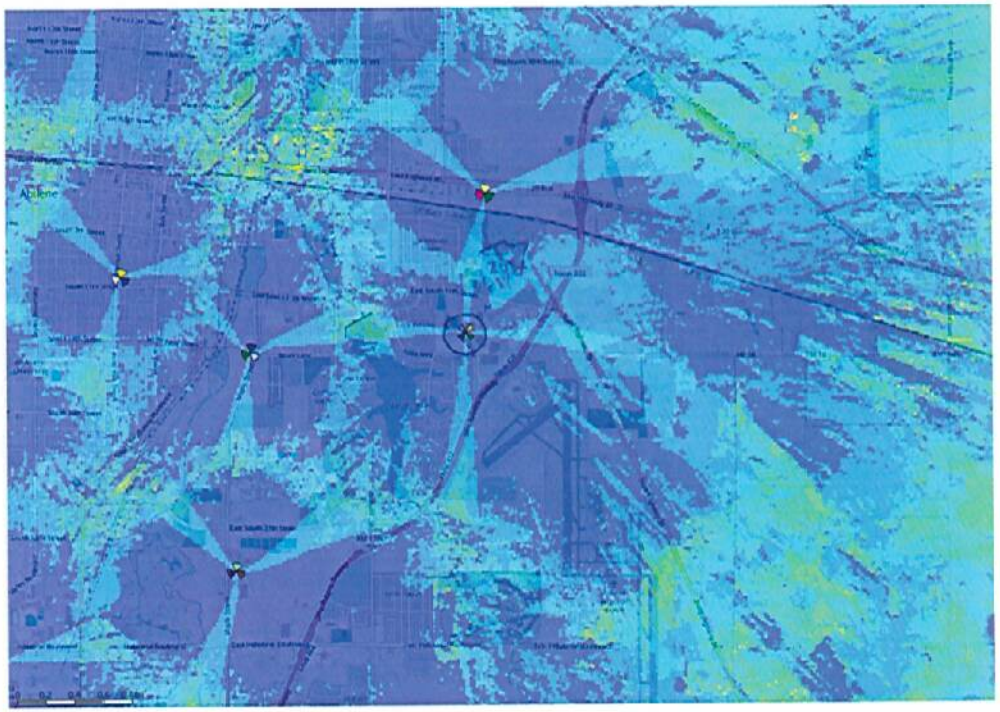
Number of Servers (Dominance) 700Mhz





Proposed NSB

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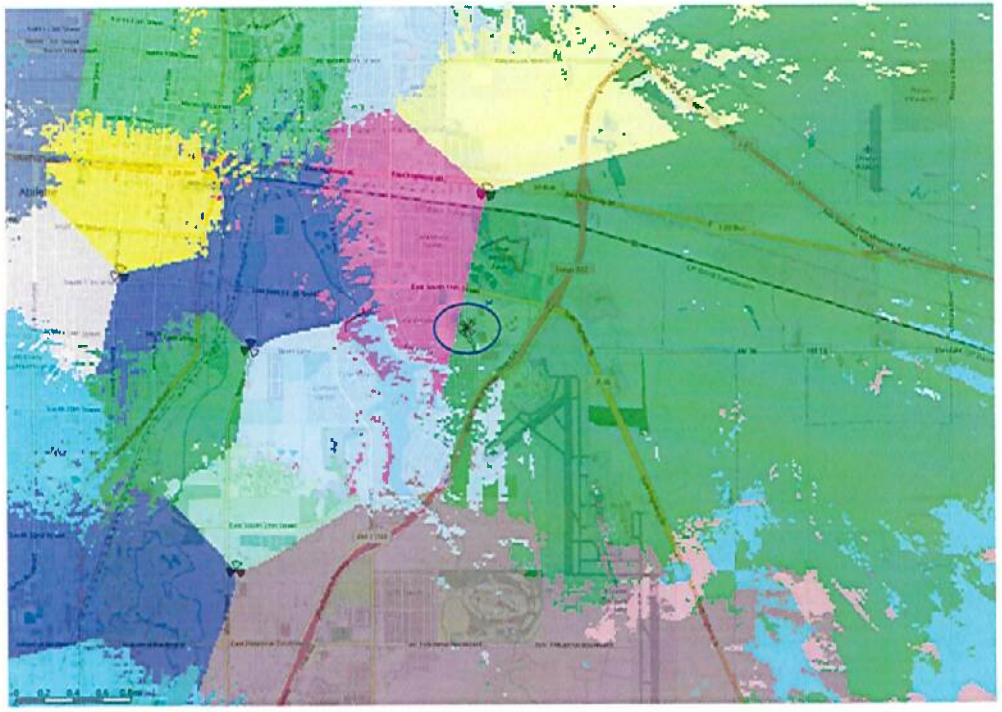
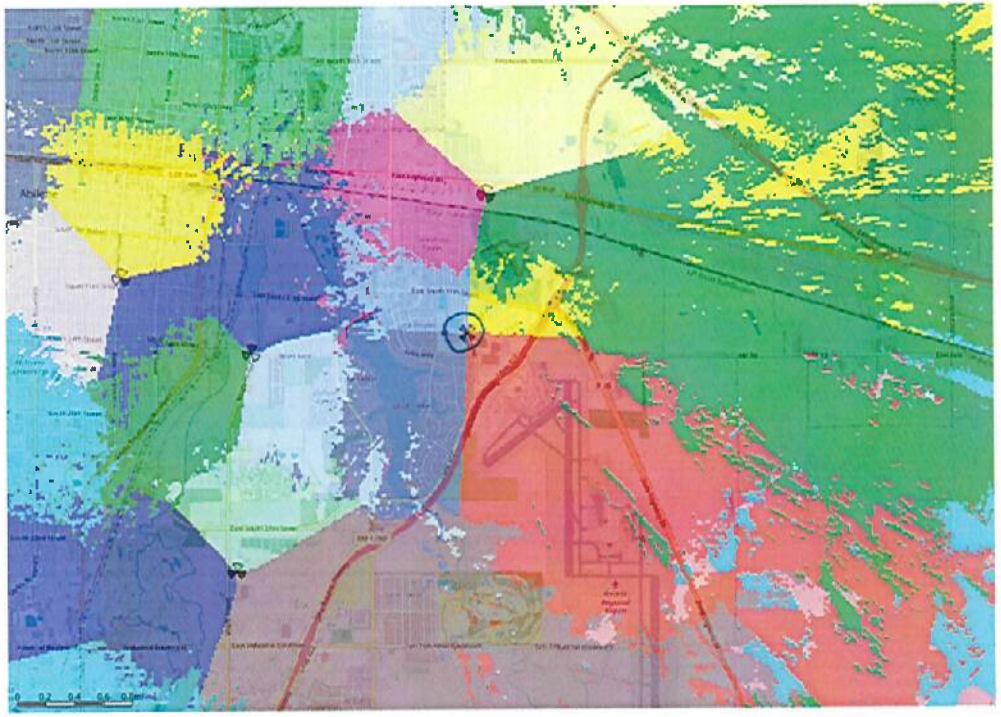
Coverage by Transmitter





Proposed NSB

Coverage Needed

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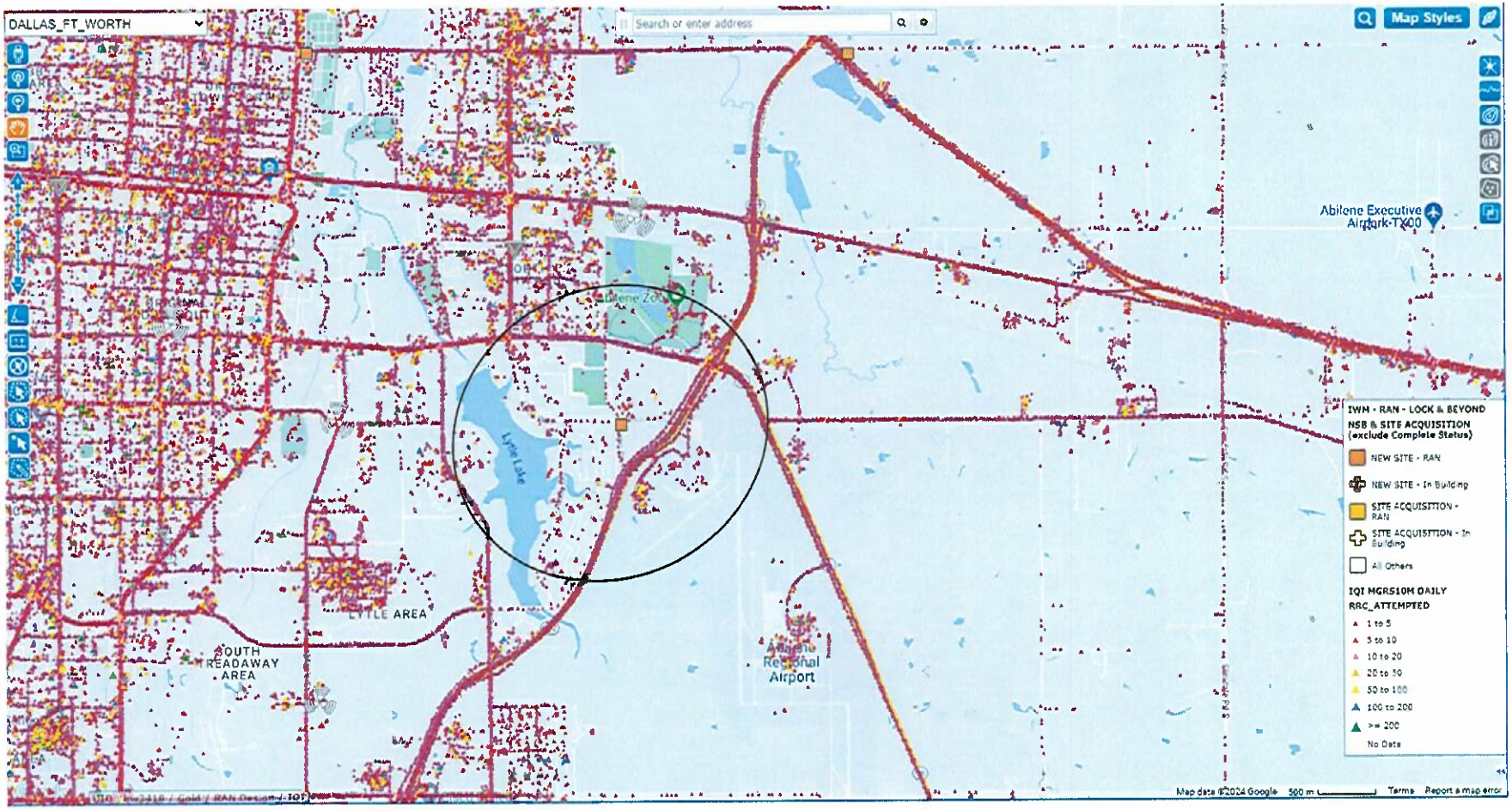
IQI RRC Attempts near proposed site



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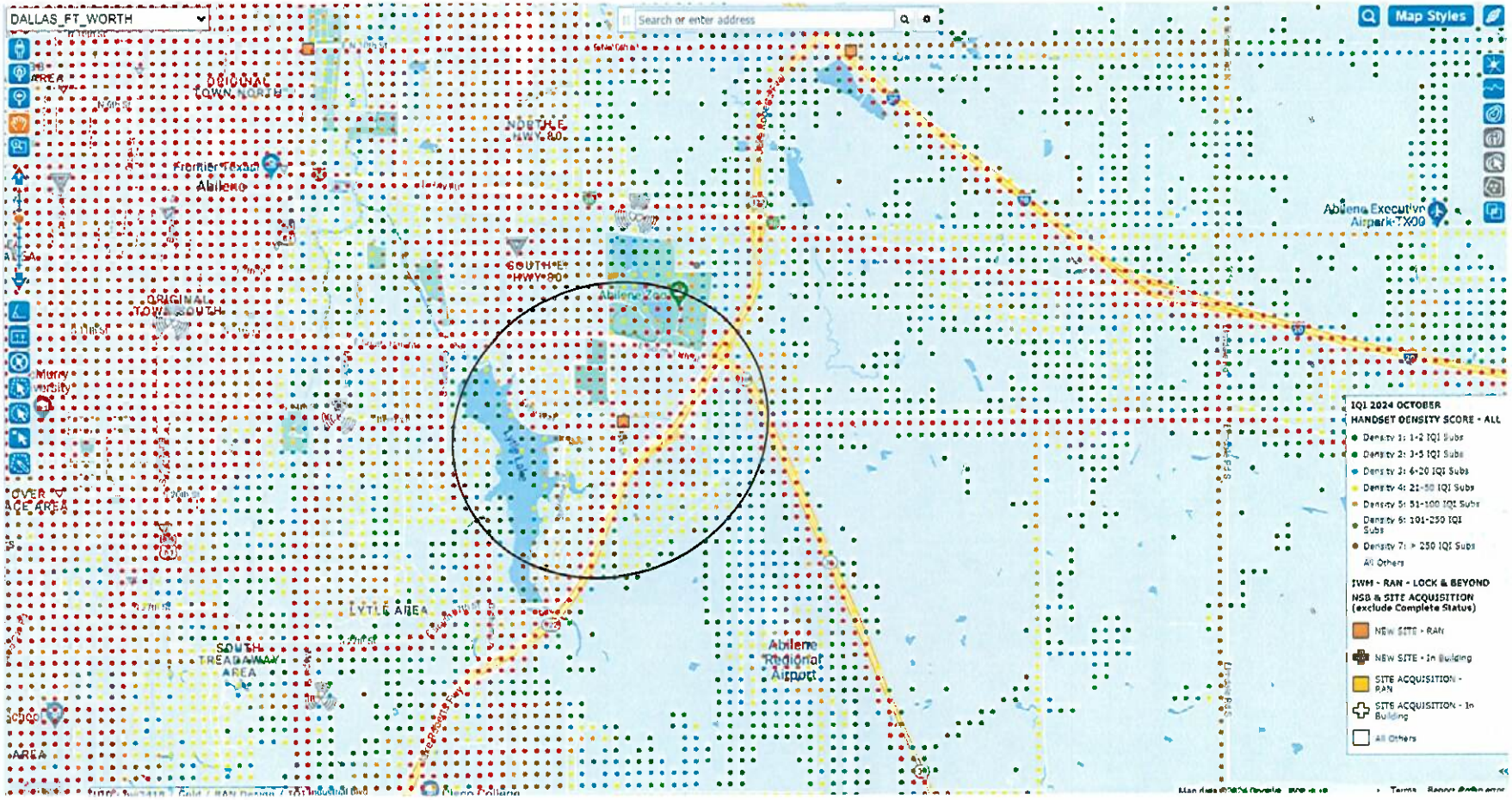
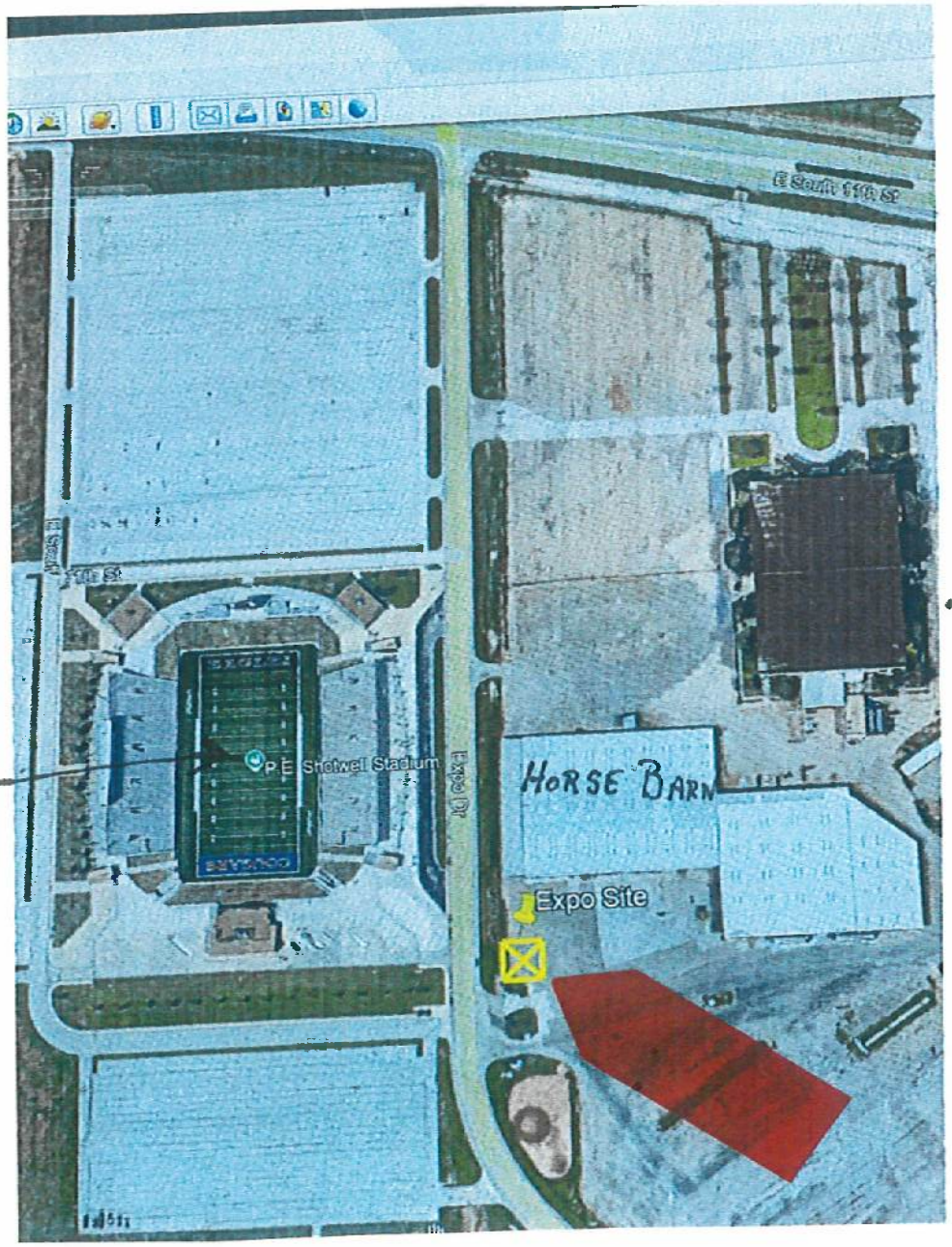
Handset Density near proposed site



© 2023 AT&T Intellectual Property - AT&T Proprietary (Internal Use Only))

Aerial


SHOTWELL STADIUM
EXPO COLISEUM
HORSE BARN
Shotwell Stadium
Expo Site
E South 11th St

CONDITIONAL USE PERMIT

Case:	CUP-2025-01
Agent:	Laddie Galloway
Requests:	A Conditional Use Permit to allow a 150’ tall monopole in Agricultural Open (AO) zoning.
Location:	1602 Loop 322
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	January 7, 2025
Council Hearing:	January 23, 2025
	February 13, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

N
W E
S

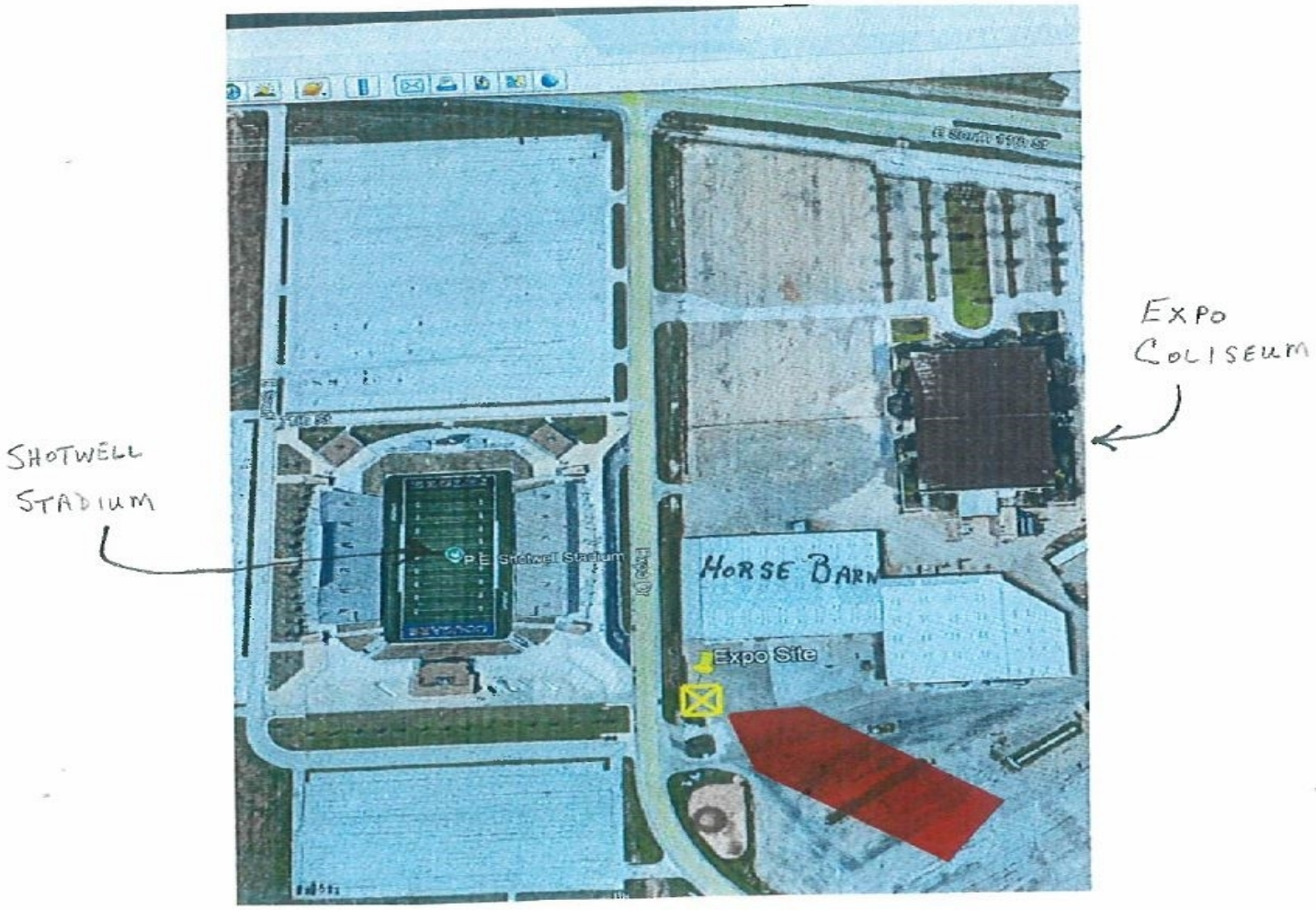
Legend

- CUP-2025-01
- Courier Parcels
- Arterial
- Collector
- Expressway

0.1 Miles

CITY OF ABILENE TEXAS

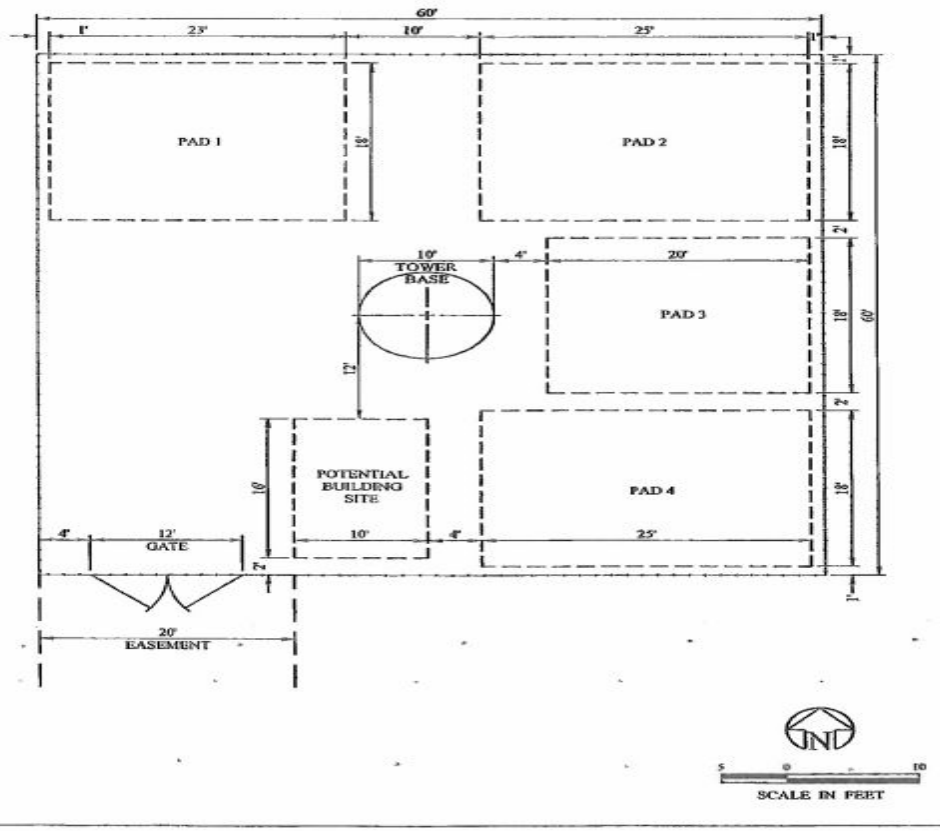
PROPOSED SITE LOCATION



CITY OF ABILENE TEXAS

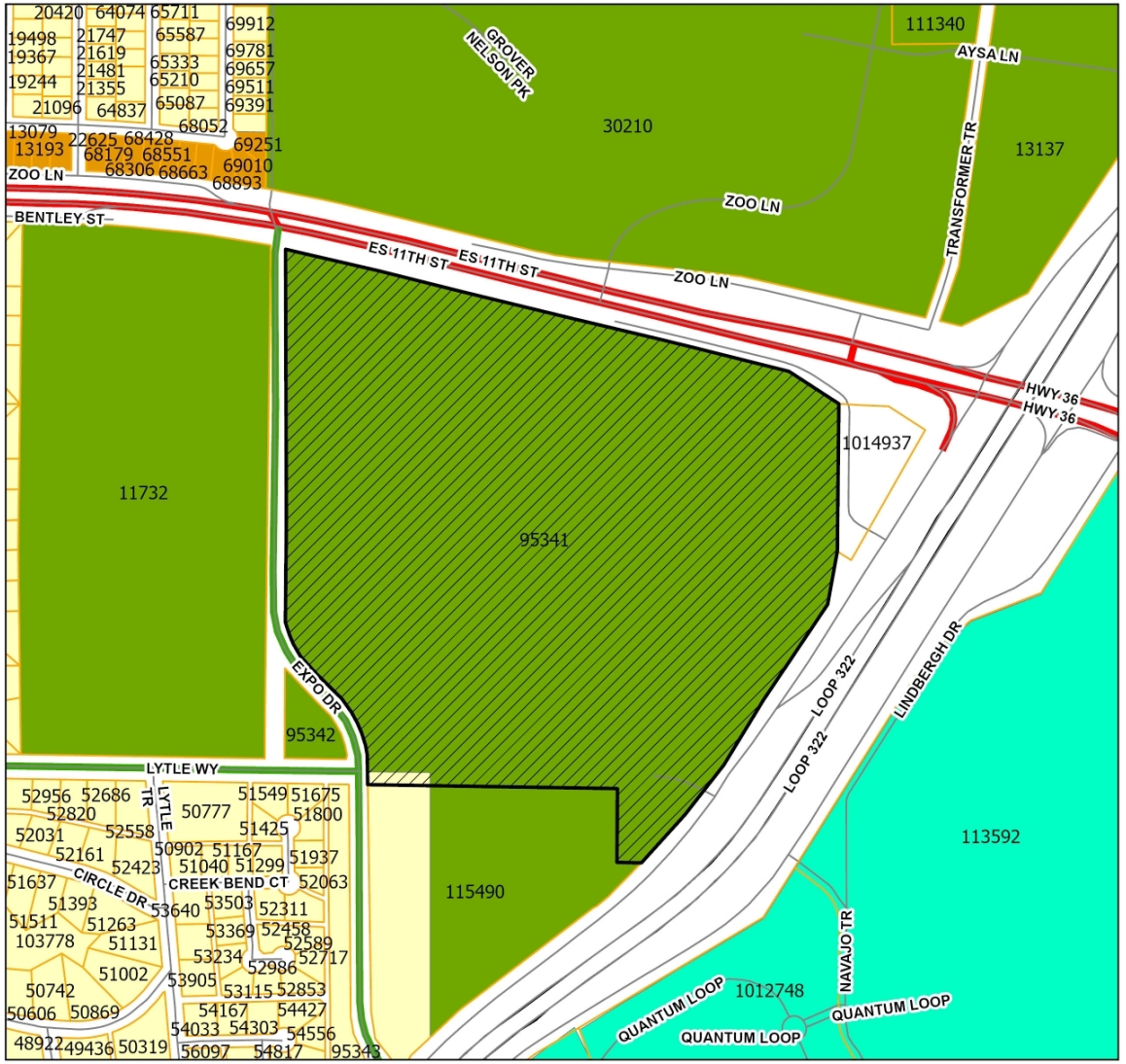
SITE PLAN

(2) Site Plan



CITY OF ABILENE TEXAS

ZONING MAP



Legend

- CUP-2025-01
- Courier Parcels
- PD (Planned Development)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector
- Expressway

0.1 Miles

CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling– Industrialized Housing Unit
P	Dwelling – Single-Family Detached
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	Animal Lot
P/C	Day Care Operation – Home-Based*
P	Dwelling – Accessory*
TP	Field Office or Construction Office (temporary)*
P	Freight Container*
P	Garage Sale
P	Home Occupation
C	Mobile Home (permanent security residence)
C	Mobile Home (temporary security residence)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Fairgrounds/Rodeo
C	Motorized Racing
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
C	Military and Armed Forces Reserve Center
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	School: Public/Private

SERVICE:

C	Kennel (with outdoor pens)
P	Kennel (without outdoor pens)
P	Veterinary Service (all size animals)

TRADE – RETAIL USES:

C	Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Airport, Heliport and Flying Field Terminals – Commercial
C	Antenna Tower – Commercial
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

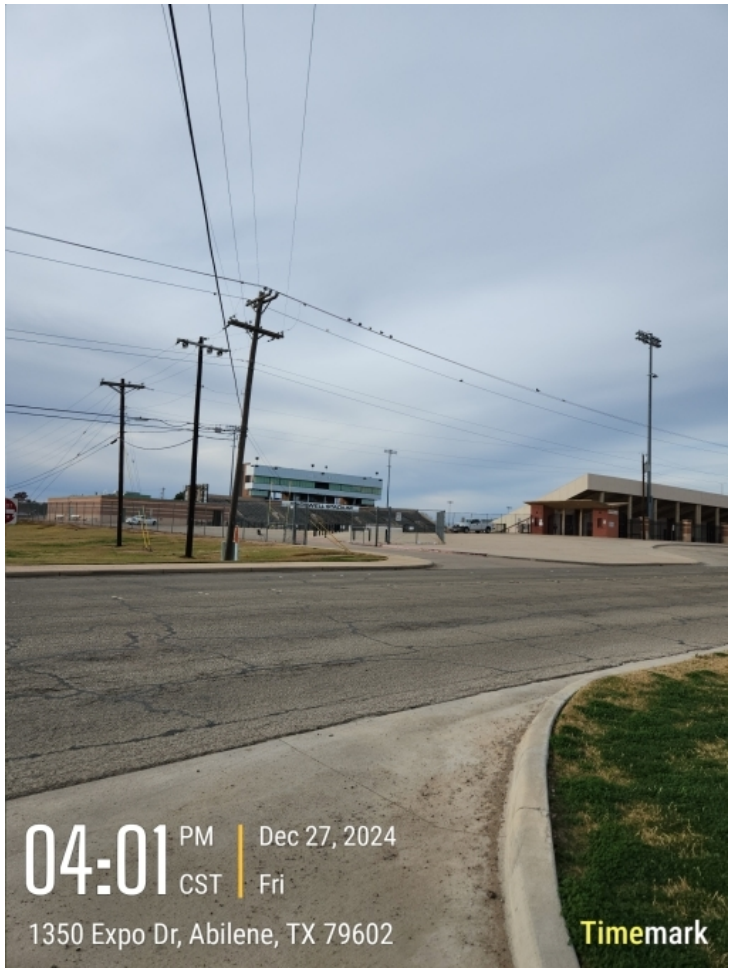
P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

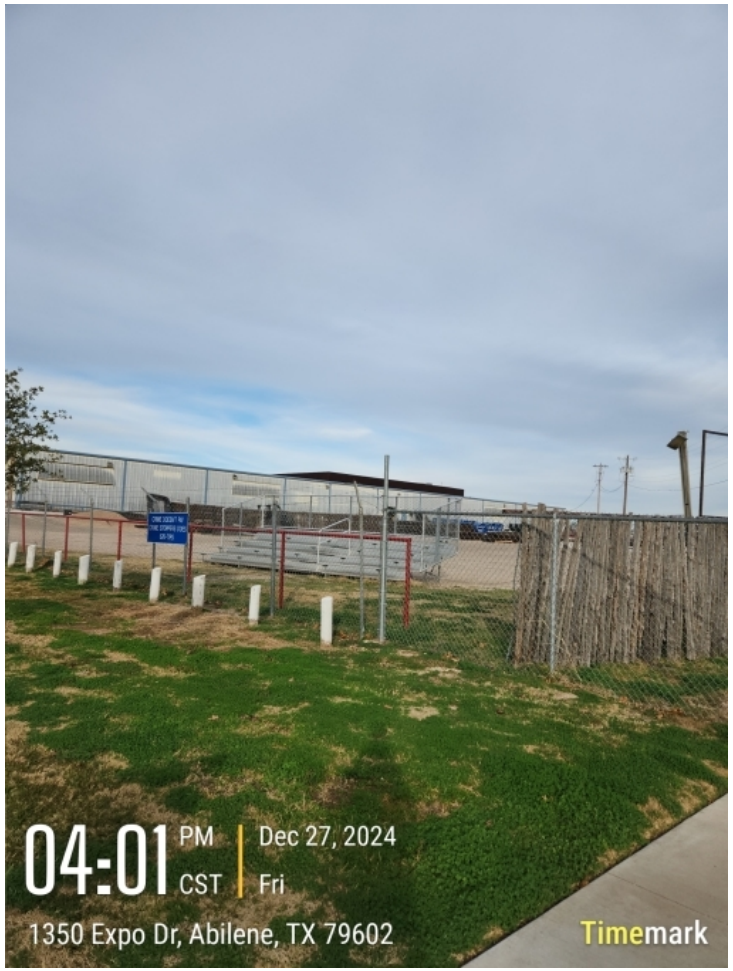
CITY OF ABILENE TEXAS

LEGEND

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

PROPERTY VIEWS



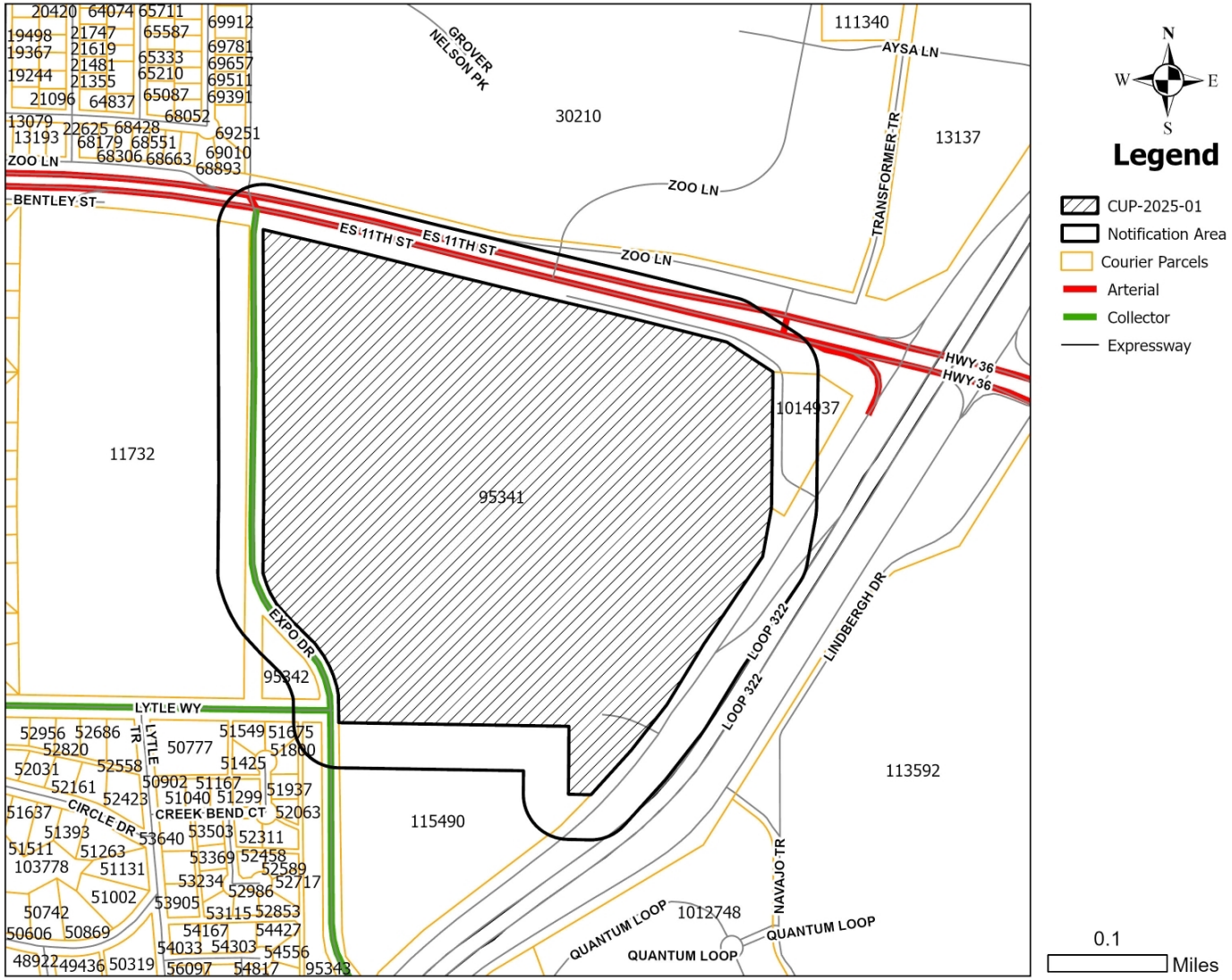


CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: Approval subject to:

1. FAA approval of the tower height and location; and
2. The proposed site plan.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

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

SUBJECT: **11. Ordinance (First Reading) CUP-2025-02: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.57 Acres to Allow a Drive-Thru Lane, Located At 3210 Antilley Road *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting to apply a Conditional Use Permit to approximately 0.57 acres zoned Planned Development District (PD-4) to allow for a Drive-thru Lane.

SPECIAL CONSIDERATIONS

The Planned Development was created in 1978 with the intention of this lot to be used for golf course related uses. However, in 2001 it was amended to allow office uses for the subject lot. In 2006 construction was completed for the subject medial office. The current owner purchased and opened his optometry office in May 2024. When the office was later remodeled to suit the new office, the subject drive-thru window was not a part of the changes approved with the building permit. Additional site improvements were made that were not approved and were in violation of multiple LDC requirements. Staff informed the owner that a drive-thru window required the approval of a Conditional Use Permit and that a site plan must be submitted to show the new site improvements and to bring the site into conformance with the LDC. Those issues have been rectified by the owner.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** of the Conditional Use Permit, subject to the submitted concept

plan and Plan of Operation.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance CUP-2025-02
2. Staff Report CUP-2025-02
3. Application
4. Concept Plan
5. Plan of Operations
6. 5 Tamarisk Cr
7. 1 Tamarisk Cr
8. presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of January, 2025.

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 20th day of December, 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 13th day of February, 2025, 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 13th day of February, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

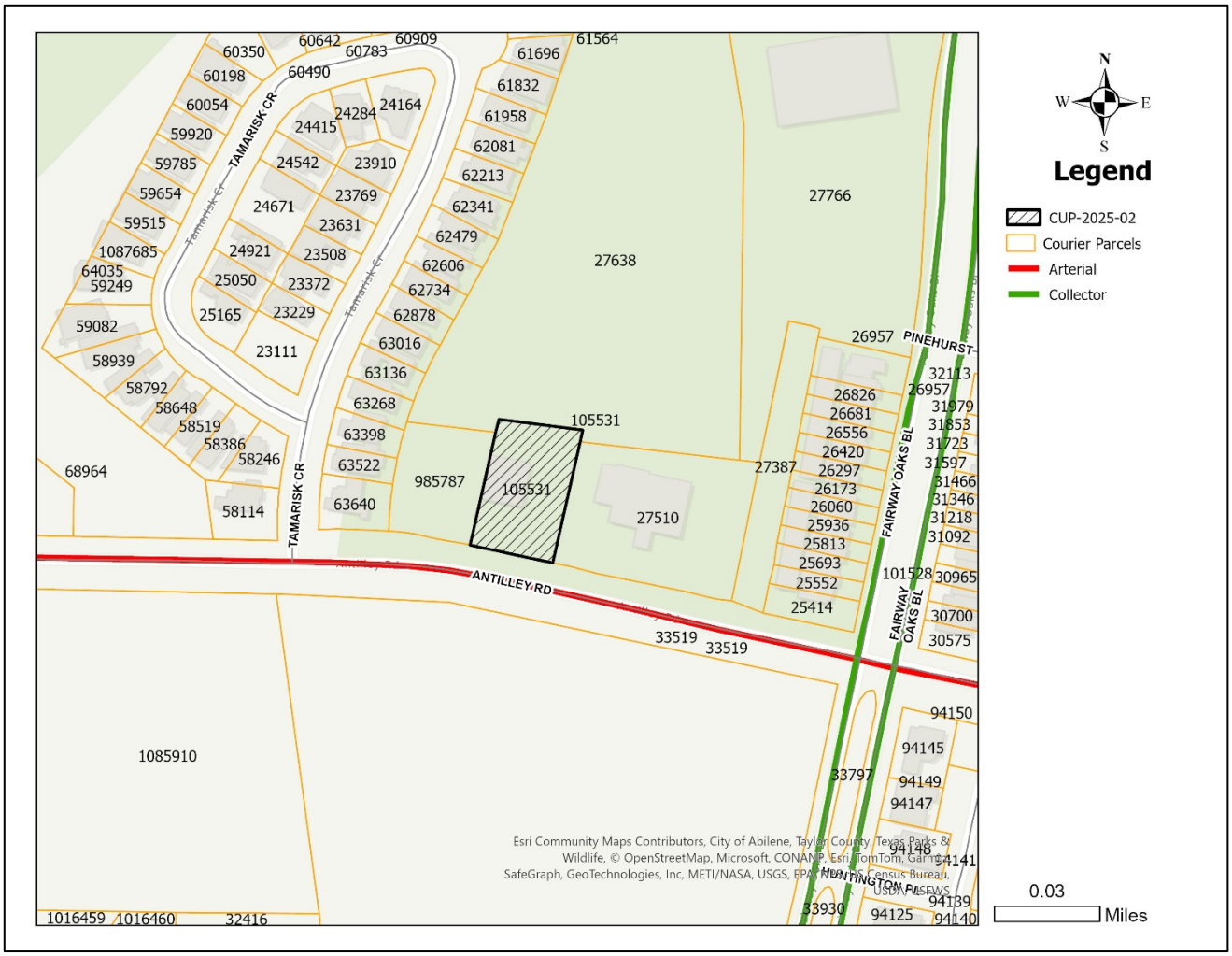
ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to approximately 0.57 acres zoned Planned Development District (PD-4) to allow for a drive-thru lane, subject to the site plan attached as **Exhibit B**.

Legal description being Lot 218, Block M, Replat of the Fairways Addition, Abilene, Taylor County, Texas.

Located at 3210 Antilley Road



ORDINANCE NO. _____

EXHIBIT B

PROPOSED USE: OPTOMETRIST

NUMBER OF EMPLOYEES: 7

EXISTING BUILDING: 3,918 SQ. FEET

PROPOSED COVERED PARKING: 198 SQ. FEET

IMPERVIOUS SURFACE CALCULATIONS: (21,194 SQ. FEET)

INTERNAL LANDSCAPE ARE CALCULATIONS: (3,140 SQ. FEET)

PARKING PROVIDED
24 REGULAR SPACES
1 HANDICAP SPACE

SOLID WASTE CONTAINER PAD AND ENCLOSURE SHALL BE CONSTRUCTED IN COMPLIANCE WITH APPLICABLE CITY OF ABILENE STANDARDS, APPEARANCE CODE SECTION 23-320.

ALL NEW SIDEWALKS SHALL BE PERMITTED BY CITY PUBLIC WORKS DEPARTMENT AND BUILT TO CONFORM WITH APPLICABLE CITY STANDARDS.

ALL NEW DESIGNATED FIRE LANES SHALL BE MARKED TO CONFORM WITH APPLICABLE CITY STANDARDS.

A STORMWATER POLLUTION PREVENTION PLAN WILL BE UTILIZED DURING THE DEVELOPMENT OF THIS SITE, EROSION CONTROL DEVICES SHALL BE MAINTAINED AT ALL TIMES.

DURING CONSTRUCTION SILK FENCES, RIPRAP SHALL BE CONSTRUCTED ON SITE TO MAINTAIN SEDIMENT/EROSION CONTROL OF STORM WATERS.

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ALL DRIVEWAY APPROACHES, SIDEWALKS AND ACCOMPANYING RAMPS LOCATED IN PUBLIC RIGHT-OF-WAYS SHALL BE PERMITTED THROUGH CITY OF ABILENE'S PUBLIC WORKS DEPARTMENT.

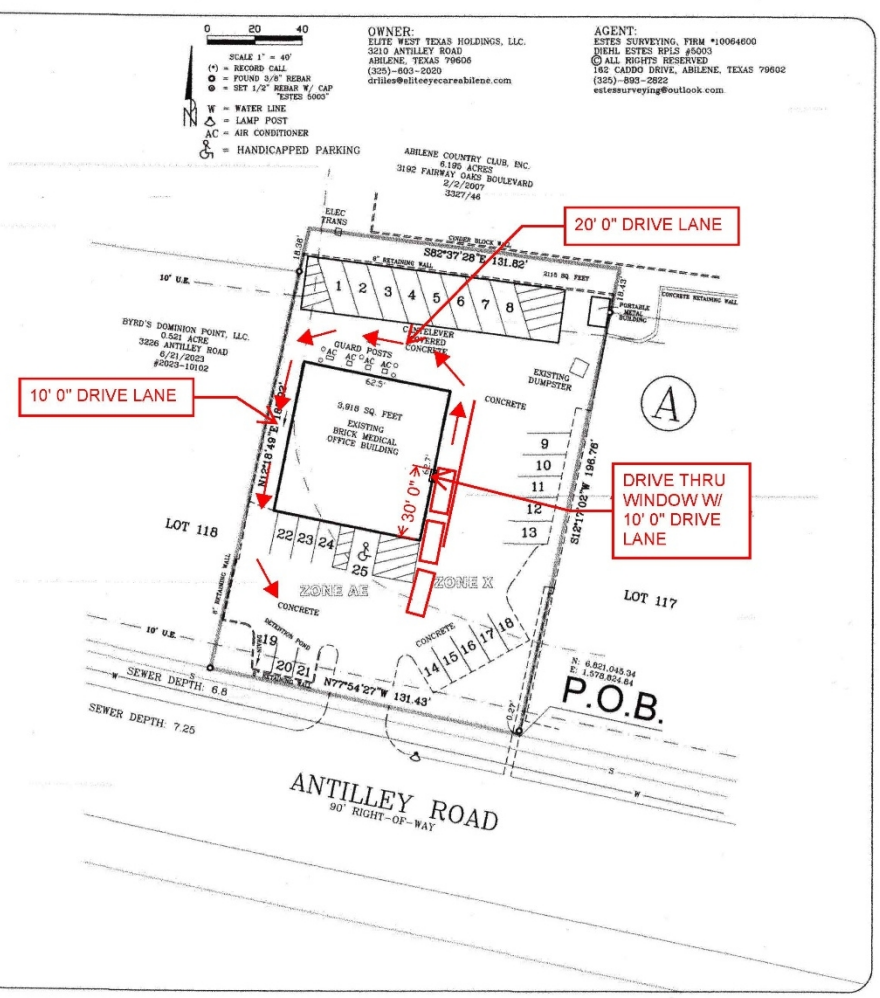
ALL EXTERIOR LIGHTING (INCLUDING WALL MOUNTED FIXTURES) SHALL BE FULLY-SHIELDED.

MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) SHALL BE SCREENED FROM VIEW FORM STREETS AND PARKING LOTS.

THIS LOT IS IN ZONE AE & X, AS PER FIRM COMMUNITY,
48441C0332F, 1-6-2012.

SITE PLAN

LOT 218, BLOCK A, A REPLAT OF A 0.577 ACRE TRACT BEING OUT OF A 0.52 OF AN ACRE BEING OUT OF THE EAST PART OF LOT 118, CABINET 3, SLIDE 593, AND A 2115 SQUARE FEET OUT OF LOT 18 AND LOT 19, THE FAIRWAYS ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN CABINET 3, SLIDE 593, PLAT RECORDS, TAYLOR COUNTY, TEXAS.



-END-

ZONING CASE CUP-2025-02 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Read: January 23, 2025
City Council 2nd Read: February 13, 2025

Applicant
Owner: Dr. Russell Liles
Agent: Lauren Lowther

Case Manager
Clarissa Ivey – Planner

Request
The applicant is requesting to apply a Conditional Use Permit to approximately 0.57 acres zoned Planned Development District (PD-4) to allow for a Drive-thru Lane.

Location
The subject property is located at 3210 Antilley Road. Legal description being Lot 218, Block M, Replat of the Fairways Addition, Abilene, Taylor County, Texas.

Background
The Planned Development was created in 1978 with the intention of this lot to be used for golf course related uses. However, in 2001 it was amended to allow office uses for the subject lot. In 2006 construction was completed for the subject medial office.

The current owner purchased and opened his optometry office in May 2024. When the office was later remodeled to suit the new office, the subject drive-thru window was not a part of the changes approved with the building permit. Additional site improvements were made that were not approved and were in violation of multiple LDC requirements. Staff informed the owner that a drive-thru window required the approval of a Conditional Use Permit and that a site plan must be submitted to show the new site improvements and to bring the site into conformance with the LDC. Those issues have been rectified by the owner.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PD-4	Fairway Oaks Country Club
East	PD-4	Medical Office
South	PD-175	Vacant
West	PD-4	Vacant & Single-Family Residences

Criteria Assessment
Staff have 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 spirit and intent of PD-4.
3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed use is compatible with surrounding development 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 use will not generate additional pedestrian or vehicular traffic as they are proposing a call ahead drive-through experience.
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.**
   By using a call ahead feature the applicant will be able to significantly reduce the number of vehicles idling in line for service.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed drive-thru lane complies with the standards set out in the Land Development Code and is compatible with the surrounding uses at this location.

Planning and Zoning Commission Recommendation

P&Z recommends **approval** of the Conditional Use Permit, subject to the submitted concept plan and Plan of Operation.

Attachments

- PowerPoint Presentation
- Plan of Operation
- Concept Plan

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 20, 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
ABILENE COUNTRY CLUB INC	27638	3192 FAIRWAY OAKS BL	
ABILENE URBAN PROPERTIES LP	27510	3190 ANTILLEY RD	
BYRDS DOMINION POINT LLC	985787	3226 ANTILLEY RD	
DAVIS WILLIAM E	**63398**	**5 TAMARISK CR**	**O**
ELITE WEST TEXAS HOLDINGS LLC	105531	3210 ANTILLEY RD	
EOFF KEETON E	63268	7 TAMARISK CR	
FITZHUGH CINDY G BURLESON	**63640**	**1 TAMARISK CR**	**F**
LANIER PROPERTIES LLC	33519	6325 FAIRWAY OAKS BL	
LANIER PROPERTIES LLC	33519	3203X ANTILLEY RD	
MITCHELL HERITAGE HOLDINGS LLC	62734	15 TAMARISK CR	
NELSON JAMES RAY LIFE EST	63016	11 TAMARISK CR	
ORREN SHIRLEY A	63522	3 TAMARISK CR	
ROBERTS JEFFREY & DIANE	63136	9 TAMARISK CR	
SIMMONS TWALLA	62878	13 TAMARISK CR	
SONNENBURG JACQUELINE B	62606	17 TAMARISK CR	

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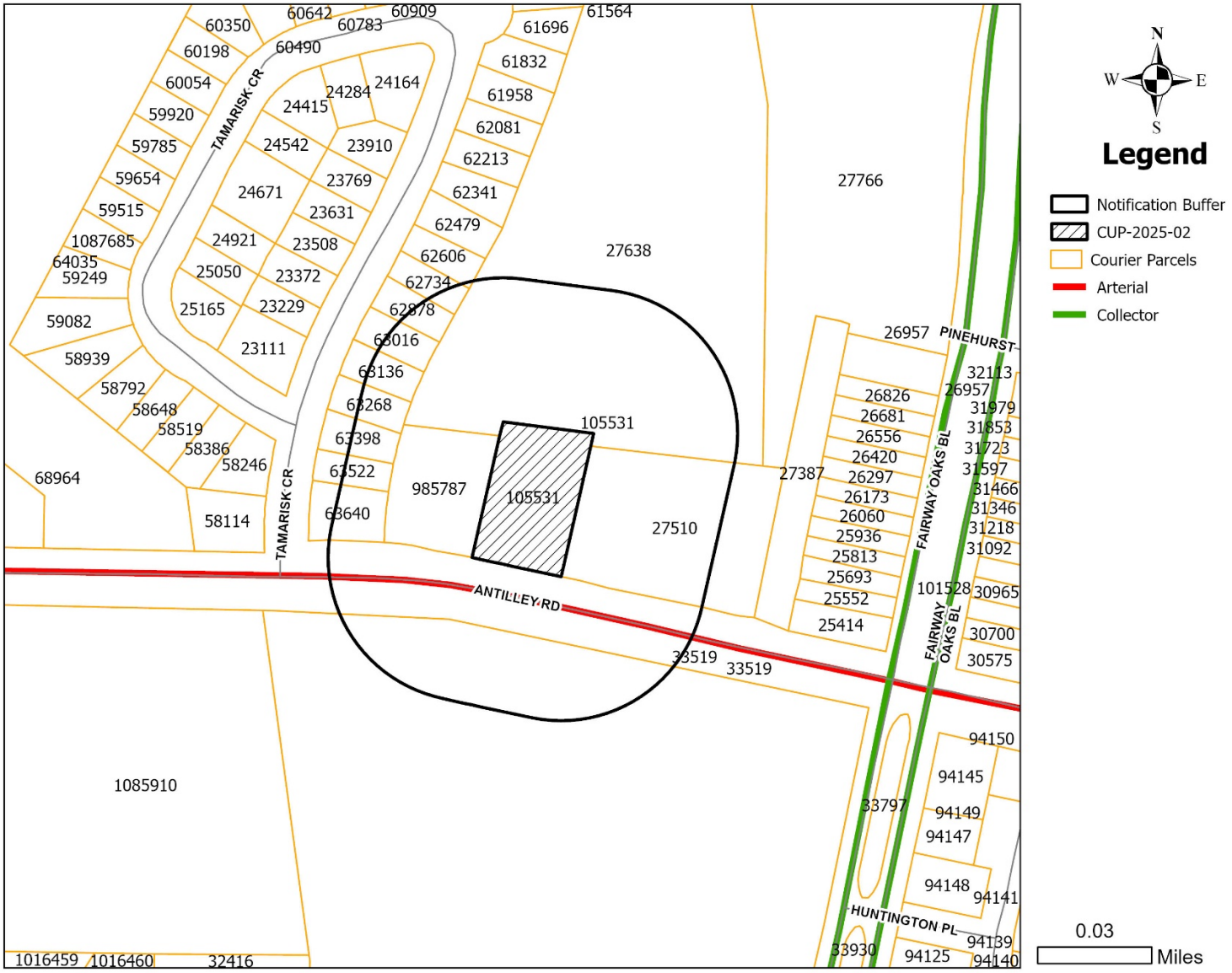
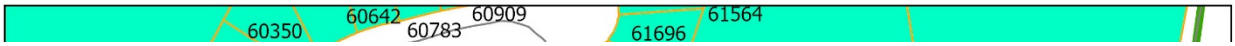


LOCATION MAP

N
W
E
S
Legend
CUP-2025-02
Courier Parcels
Arterial
Collector
0.03
Miles
TAMARISK CR
ANTILLEY RD
PINEHURST
FAIRWAY OAKS BL
HUNTINGTON PL
105531
27510
27638
985787
33519
Property has been rezoned to
PDD-175

ZONING MAP



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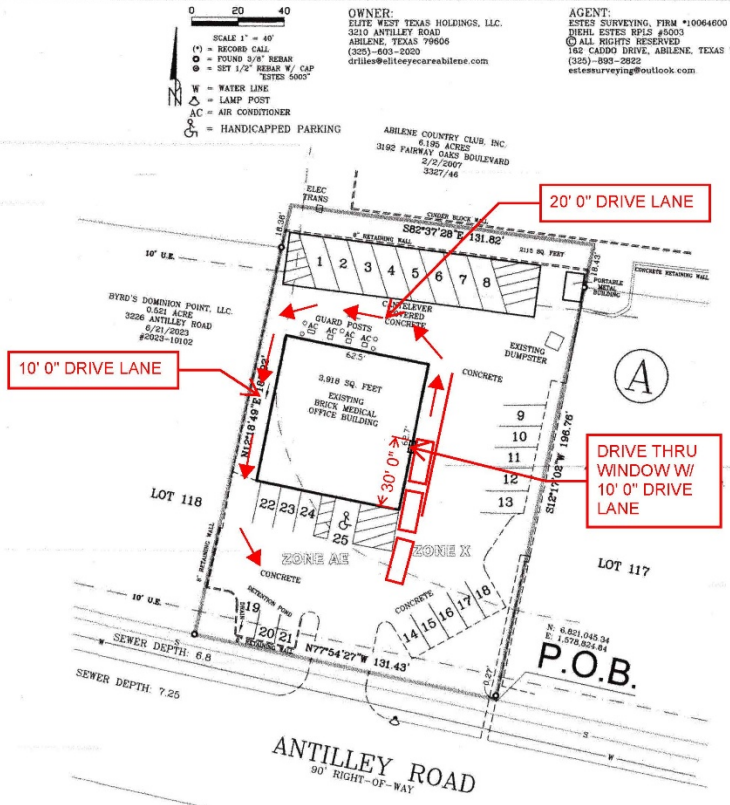


Concept Plan

CUP Plan of Operation for Elite Eyecare of Abilene

Elite Eyecare

3210 Antilley Road

Abilene TX 79606

Innovation and convenience are at the heart of our commitment to exceptional patient care, which is why we are proud to be one of the only offices in town to offer a call ahead drive-through experience. This service provides a modern solution for picking up medical items, such as eyewear and contact lenses, combining efficiency with the high level of care patients expect from us. Patients can enjoy the ease of staying in their vehicles while still receiving high-quality service, ensuring both safety and comfort. By embracing this innovative approach, we strive to make the experience as seamless and stress-free as possible without compromising the personalized care that sets us apart.

Our proposed drive-through service is designed to provide a convenient and efficient way for patients to pick up medical items. This service is strictly for pre-arranged medical pick-ups and does not accommodate food, taking orders, extended transactions, or long wait times, ensuring a smooth flow of traffic. By focusing on brief, call-ahead pick-ups, the drive-through minimizes noise, prevents disruptions to the surrounding area, and maintains the beauty and tranquility of Abilene. This option is especially beneficial for clients with busy schedules or mobility challenges, offering a seamless experience that reflects our commitment to professional care, safety, and convenience.

Our drive-through operates Monday through Friday during regular business hours, ensuring accessibility and convenience for our patients throughout the week. To maintain efficiency and safety, we limit service to one patient at a time in the drive-through. This approach allows us to provide personalized attention and a smooth, professional experience for every client.

2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☑ Conditional Use
- ☐ Special Exceptions
- ☐ Rezoning
- ☐ Variance
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment
- ☐ Easement Release

Relief Procedures

- ☐ Petition for Relief
- ☐ Proportionality Appeal
- ☐ Vested Rights Petition
- ☐ Appeal

Other:

Project Name:

Address: 3210 Antilley Road Number of Lots: 1 Acreage:

Legal Description:

Subdivision Name: Block: Lot:

Current Zoning: Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Dr. Russell Liles

Address: 3210 Antilley Road

City, State, Zip: Abilene TX 79606 Fax: 325 690-0175

Phone: 325 603 2020 Email:

Agent Name: Lauren Lowther

Address: 3219 Antilley Road

City, State, Zip: Abilene TX 79606 Fax: 325 690-0175

Phone: 325 721 8791 Email: eliteeyecarelauren@outlook.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Russell Liles Date: 11/08/2024

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: _____
Zoning Classification(s): _____ Total Number of Lots: _____
Location: _____

Property Owner Information & Authorization

Name/Company: Russell Liles Elite Eyecare of Abilene
Address: 3210 Antilley Road
City: Abilene State: TX Zip Code: 79606
Phone: 3256032020 Email: _____

Project Representation (check one):

☐ I will represent the application myself; OR
☑ I hereby designate Lauren Lowther (*name of project representative*) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: Russell Liles **Date:** 11/8/24

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Russell Liles (*printed property owner's name*) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 8 day of November, 20 24

MARISSA NICOLE LEAL
Notary Public, State of Texas
NOTARY ID # 13032264-5
My Commission Exp 12 08 2027

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(*specify*): _____

Name: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____

2024 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

*NOTE: If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.*

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes ☑ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: Lauren Lawther

Property Owner ☐ Project Representative ☑

Signature of Certifying Person: Lauren Lawther

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads

2024 Development Application

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Lauren Louther

DATE: 11/09/2024

PROPOSED USE: OPTOMETRIST

NUMBER OF EMPLOYEES: 7

EXISTING BUILDING: 3,918 SQ. FEET

PROPOSED COVERED PARKING; 198 SQ. FEET

IMPERVIOUS SURFACE CALCULATIONS: (21,194 SQ. FEET)

INTERNAL LANDSCAPE ARE CALCULATIONS: (3,140 SQ. FEET)

PARKING PROVIDED
24 REGULAR SPACES
1 HANDICAP SPACE

SOLID WASTE CONTAINER PAD AND ENCLOSURE SHALL BE CONSTRUCTED IN COMPLIANCE WITH APPLICABLE CITY OF ABILENE STANDARDS, APPEARANCE CODE SECTION 23-320.

ALL NEW SIDEWALKS SHALL BE PERMITTED BY CITY PUBLIC WORKS DEPARTMENT AND BUILT TO CONFORM WITH APPLICABLE CITY STANDARDS.

ALL NEW DESIGNATED FIRE LANES SHALL BE MARKED TO CONFORM WITH APPLICABLE CITY STANDARDS.

A STORMWATER POLLUTION PREVENTION PLAN WILL BE UTILIZED DURING THE DEVELOPMENT OF THIS SITE, EROSION CONTROL DEVICES SHALL BE MAINTAINED AT ALL TIMES.

DURING CONSTRUCTION SILK FENCES, RIPRAP SHALL BE CONSTRUCTED ON SITE TO MAINTAIN SEDIMENT/EROSION CONTROL OF STORM WATERS.

ALL WHEEL STOPS WILL BE 24" FROM SIDEWALKS.

RETURNED CURB RAMP SHALL BE CONSTRUCTED TO COMPLY WITH THE 2012 TEXAS ACCESSIBILITIES STANDARDS: 405 AND 406.

ALL DRIVEWAY APPROACHES, SIDEWALKS AND ACCOMPANYING RAMPS LOCATED IN PUBLIC RIGHT-OF-WAYS SHALL BE PERMITTED THROUGH CITY OF ABILENE'S PUBLIC WORKS DEPARTMENT.

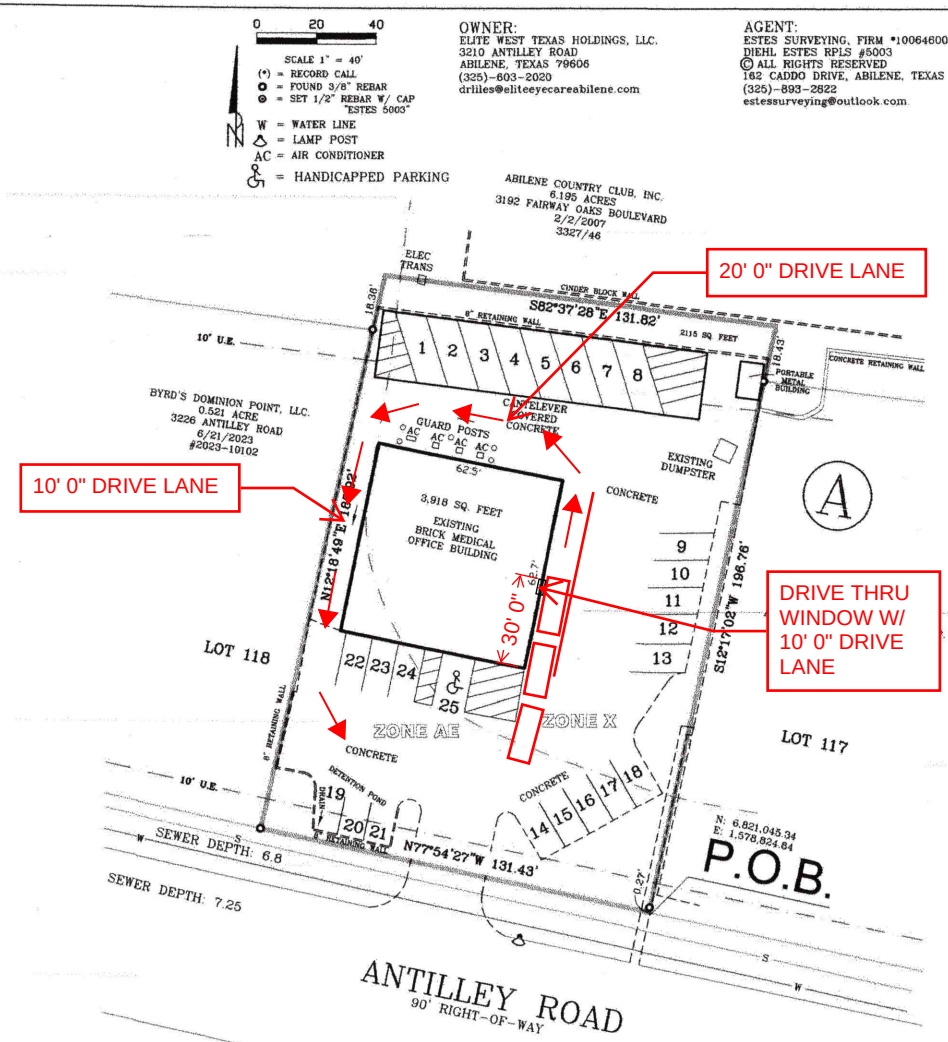
ALL EXTERIOR LIGHTING (INCLUDING WALL MOUNTED FIXTURES) SHALL BE FULLY-SHIELDED.

MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) SHALL BE SCREENED FROM VIEW FORM STREETS AND PARKING LOTS.

THIS LOT IS IN ZONE AE & X, AS PER FIRM COMMUNITY,
48441C0332F, 1-6-2012.

SITE PLAN

LOT 218, BLOCK A, A REPLAT OF A 0.577 ACRE TRACT BEING OUT OF A 0.52 OF AN ACRE BEING OUT OF THE EAST PART OF LOT 118, CABINET 3, SLIDE 593, AND A 2115 SQUARE FEET OUT OF LOT 18 AND LOT 19, THE FAIRWAYS ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN CABINET 3, SLIDE 593, PLAT RECORDS, TAYLOR COUNTY, TEXAS.



CUP Plan of Operation for Elite Eyecare of Abilene

Elite Eyecare

3210 Antilley Road

Abilene TX 79606

Innovation and convenience are at the heart of our commitment to exceptional patient care, which is why we are proud to be one of the only offices in town to offer a call ahead drive-through experience. This service provides a modern solution for picking up medical items, such as eyewear and contact lenses, combining efficiency with the high level of care patients expect from us. Patients can enjoy the ease of staying in their vehicles while still receiving high-quality service, ensuring both safety and comfort. By embracing this innovative approach, we strive to make the experience as seamless and stress-free as possible without compromising the personalized care that sets us apart.

Our proposed drive-through service is designed to provide a convenient and efficient way for patients to pick up medical items. This service is strictly for pre-arranged medical pick-ups and does not accommodate food, taking orders, extended transactions, or long wait times, ensuring a smooth flow of traffic. By focusing on brief, call-ahead pick-ups, the drive-through minimizes noise, prevents disruptions to the surrounding area, and maintains the beauty and tranquility of Abilene. This option is especially beneficial for clients with busy schedules or mobility challenges, offering a seamless experience that reflects our commitment to professional care, safety, and convenience.

Our drive-through operates Monday through Friday during regular business hours, ensuring accessibility and convenience for our patients throughout the week. To maintain efficiency and safety, we limit service to one patient at a time in the drive-through. This approach allows us to provide personalized attention and a smooth, professional experience for every client.

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-02

You may indicate your position on the Conditional Use Permit request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. **All correspondence must be signed** and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	105531	Your Name:	DAVIS WILLIAM E	I am in favor of the request ☐
Requestor's Property Zoning:	PD-4	Your Property Address:	5 TAMARISK CR	
Requestor's Proposed Zoning:	PD-4/CUP	Your Parcel ID:	63398	I am opposed to the request ☒

Signature: William E. Davis

DEC 30 PM 2:46

CITY OF ABILENE TEXAS

FITZHUGH CINDY G BURLESON
1 TAMARISK CIR
ABILENE, TX 79606-5027

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-02

December 18, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **January 7, 2025,** at **1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a Conditional Use Permit is approximately 0.57 acres zoned Planned Development (PD-4) to allow a drive-thru lane. Located at 3210 Antilley Rd. Legal description being Lot 218, Block M, Replat of the Fairways Addition, Abilene, Taylor County, Texas. The property is current use is medical office, and the request is to allow a drive-thru lane.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this Conditional Use Permit request. Only the area highlighted on the map by striped lines is being considered for a Conditional Use Permit. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **February 13, 2025, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6382 or by email address planning@abilenetx.gov

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ZONING NOTIFICATION RESPONSE FORM CASE #: **CUP-2025-02**

You may indicate your position on the Conditional Use Permit request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. **All correspondence must be signed** and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	105531	Your Name:	FITZHUGH CINDY G BURLESON	I am in favor of the request ☑
Requestor's Property Zoning:	PD-4	Your Property Address:	1 TAMARISK CR	I am opposed to the request ☐
Requestor's Proposed Zoning:	PD-4/CUP	Your Parcel ID:	63640	

Signature:

CONDITIONAL USE PERMIT

Case:	CUP-2025-02
Agent:	Lauren Lowther
Requests:	A Conditional Use Permit to allow a Drive Thru Lane
Location:	3210 Antilley Road
Notification:	1 in Favor, 1 in Opposition
Planning & Zoning:	January 7, 2025
Council Hearing:	January 23, 2025
	February 13, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

N
W E
S

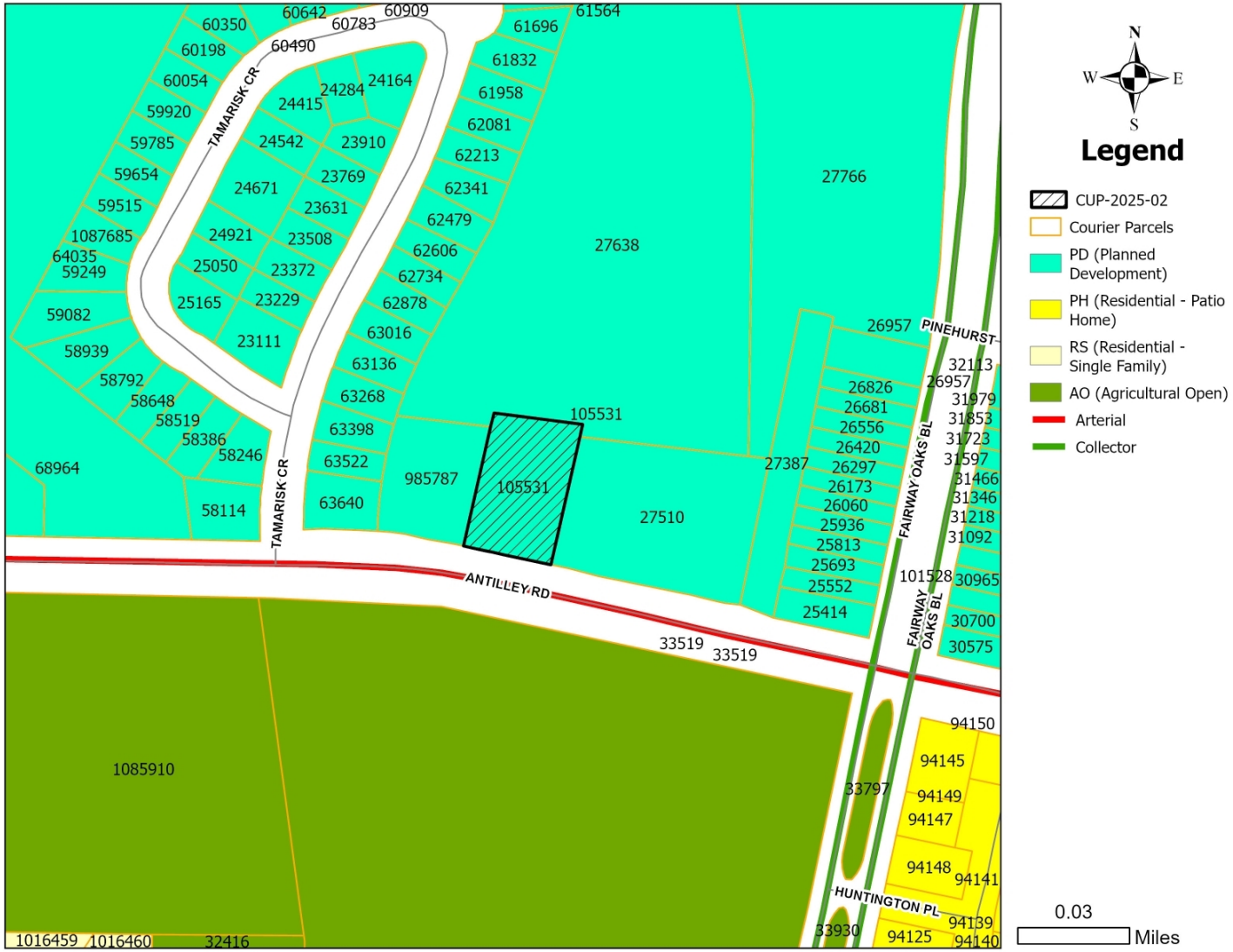
Legend

- CUP-2025-02
- Courier Parcels
- Arterial
- Collector

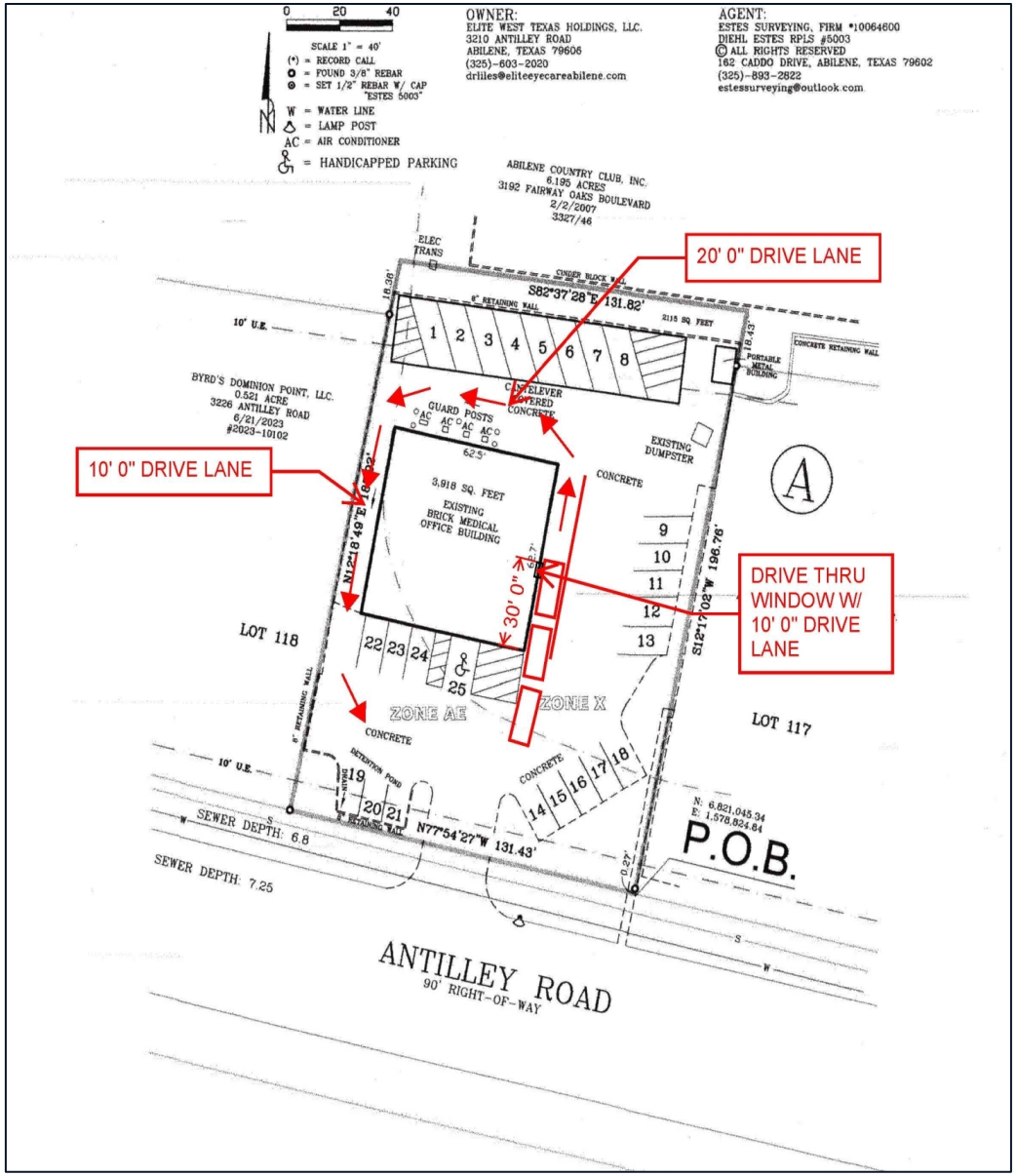
0.03 Miles

CITY OF ABILENE TEXAS

ZONING MAP

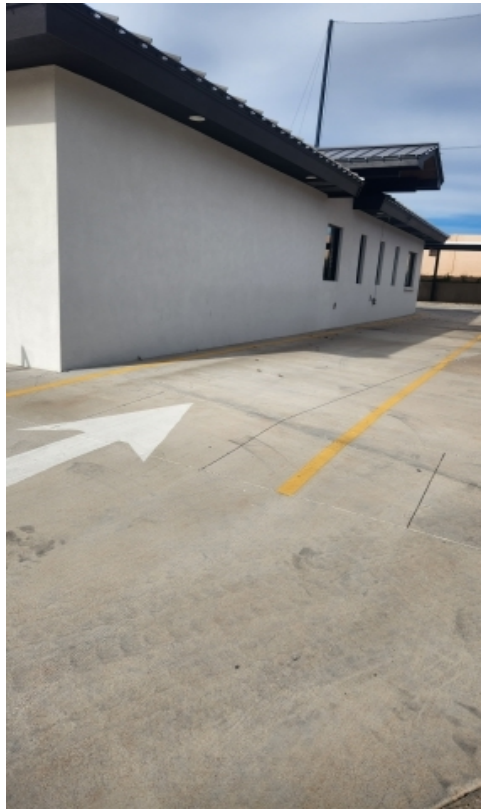


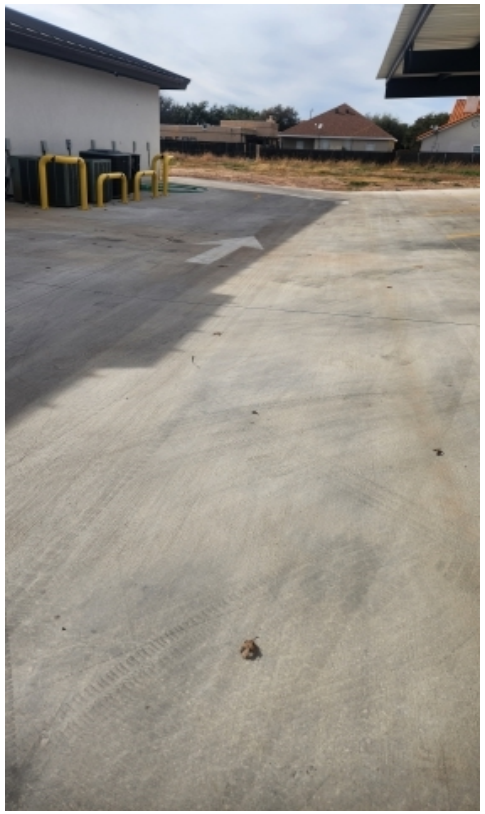
CITY OF ABILENE TEXAS



CITY OF ABILENE TEXAS

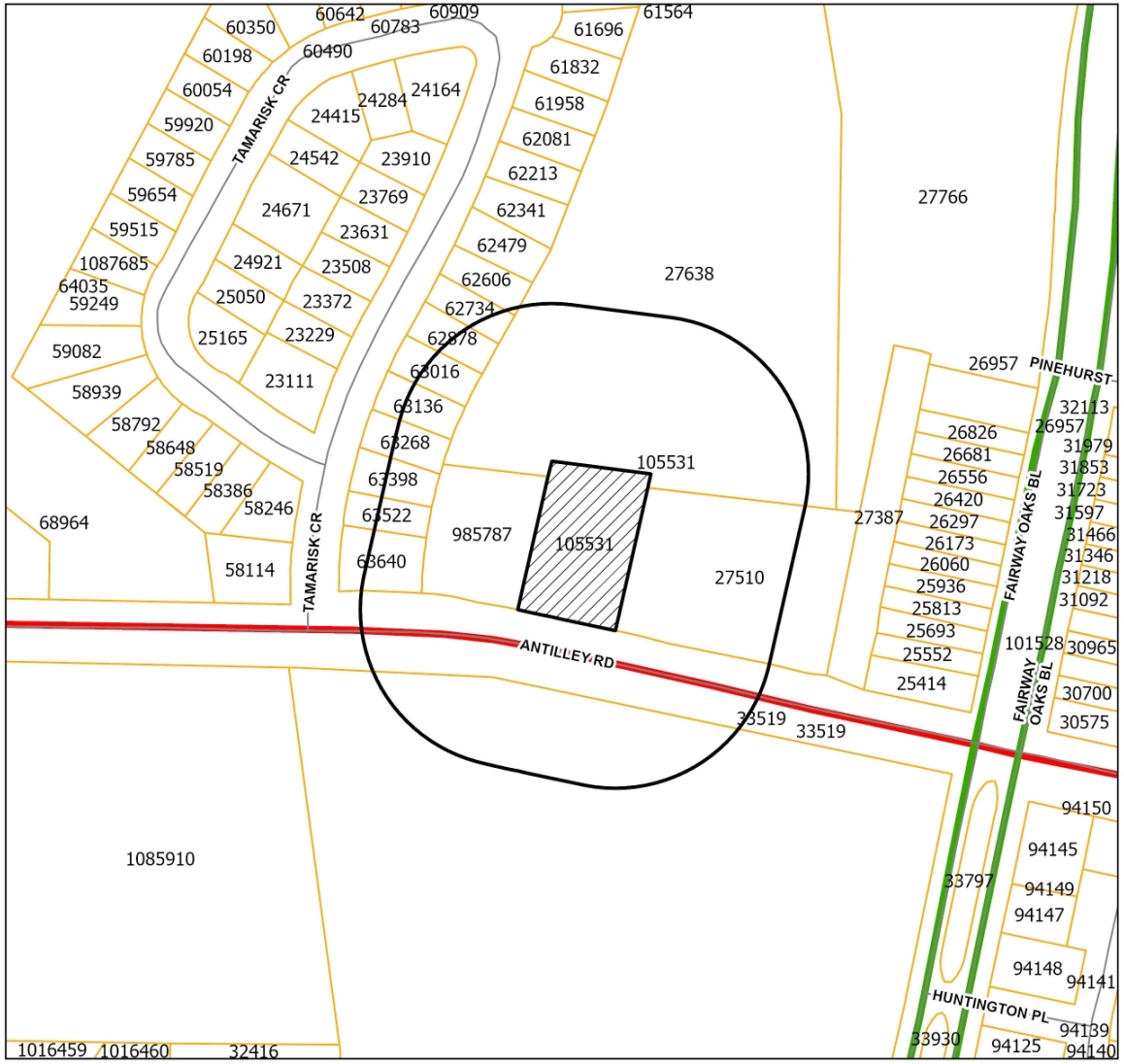
PROPERTY VIEWS





CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
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Legend

- Notification Buffer
- CUP-2025-02
- Courier Parcels
- Arterial
- Collector

0.03 Miles

1- In Favor-

1- Opposed-

1.13% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: Approval subject to:

1. Submitted concept plan and plan of operation

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

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

SUBJECT: **12. Ordinance (First Reading) Z-2025-01: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.00 Acres from General Retail (GR) to General Commercial (GC) Zoning, Located On The 6600 Block Of Buffalo Gap Road *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC).

SPECIAL CONSIDERATIONS

The subject property was annexed in 1963 and has remained vacant since annexation.

Applicants timely appealed the denial of the zoning change by the Planning and Zoning Commission.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends denial of this request by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 25.01.10 CBA Abilene Site Plan
4. 2025-01-07_LH 10 Bay Linear 3D Rendering 2D Elev
5. CBA Abilene, TX at Buffalo Gap Rd Aerial
6. CBA AUTOMOTIVE REPAIR SCOPE 2025
7. Christian Brothers Intro Letter 2025
8. City of Abilene Mail - Formal Appeal of P&Z Decision
9. 4064 Bay Hill Drive
10. 6802 Hillside Ct
11. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of January, 2025.

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 20th day of December, 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 23rd day of January, 2025, 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 13th day of February 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC). Legal Description being as follows:

Lot 152, Block B, Champions Addition Section 2, Abilene, Taylor County, Texas

Located at 6600 block of Buffalo Gap Road

-END-

ZONING CASE Z-2025-01
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Reading: January 23, 2025
City Council 2nd Reading: February 13, 2025

Applicant
Agent: Z & Co., LLC, by Ziad Kaakouch
Owner: Pak Harris Enterprises, LTD

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC).

Location
Located on the 6600 block of Buffalo Gap Road.

Background
The subject property was annexed in 1963 and has remained vacant since annexation.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR/COR	Restaurant – Fast food
East	GR/AO	Vacant/Utility
South	GR/RS-6	Retail use/ Single Family
West	PDD	Vacant

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 access to all required utilities necessary for development.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Staff recommends: **Approval**

Planning and Zoning Commission Recommendation

P&Z recommends **denial** by unanimous vote.

Attachments

- PowerPoint Presentation
- Ordinance

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 20, 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:

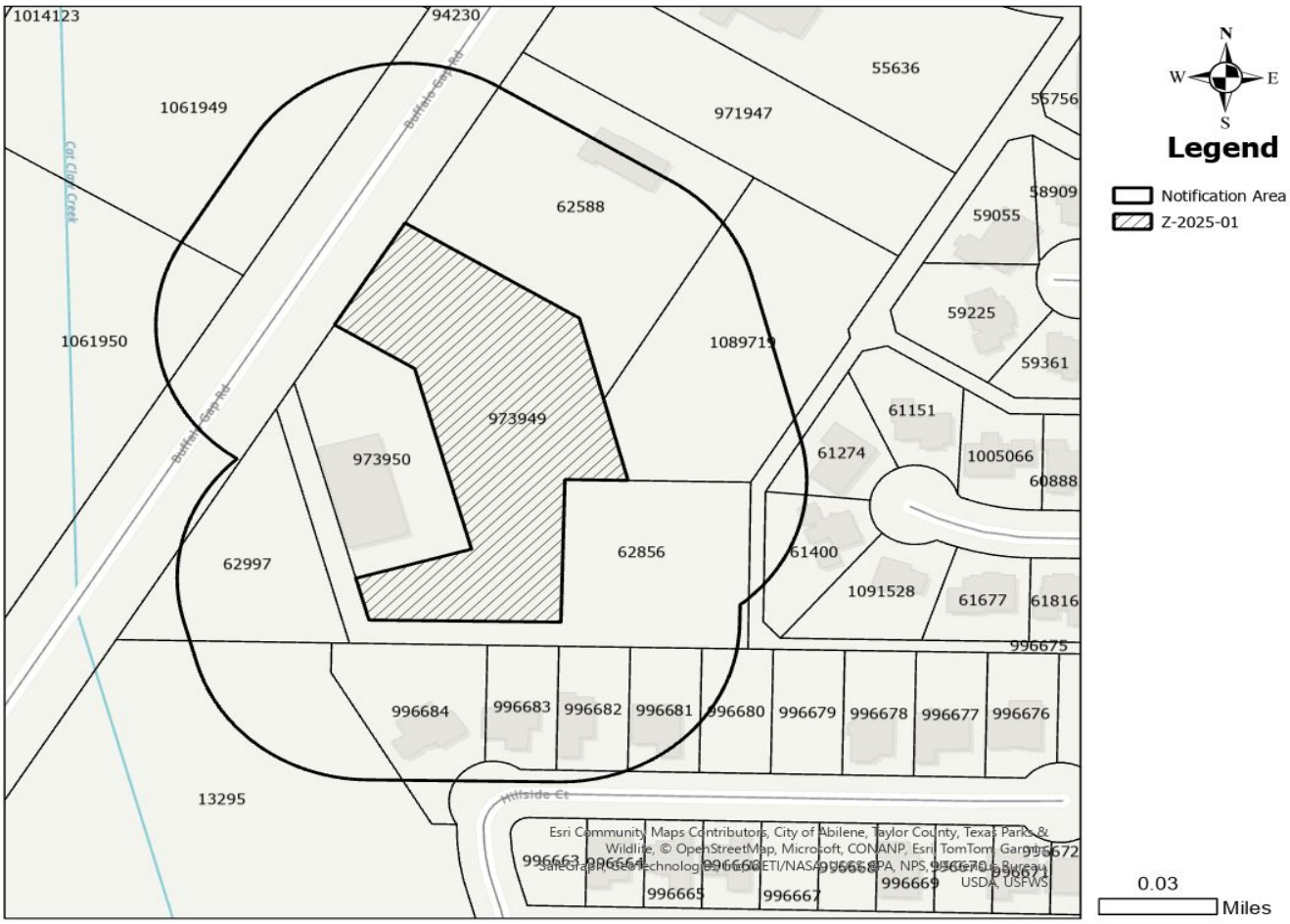
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
ABAN ZENIA O	6766 HILLSIDE CT	996682	
BRAZORIA SMITH LEASE LLC	6617 BUFFALO GAP RD	973950	
CITY OF ABILENE	6633 BUFFALO GAP RD	62997	
ELDRIDGE DAVID RYAN & REBEKAH ANN	6774 HILLSIDE CT	996683	
FRANCO NATHAN LARRY II	6750 HILLSIDE CT	996680	
GREAT EXPECTATIONS LLC	6642 BUFFALO GAP RD	1061950	
LBHDS LLC	6809 BUFFALO GAP RD	13295	
MANHAM FOODS LLC	6517 BUFFALO GAP RD	62588	
MANHAM FOODS LLC		1089719	
MUSTOE KENT & TARA	**6802 HILLSIDE CT**	**996684**	**O**
PAK HARRIS ENTERPRISES LTD	6601 BUFFALO GAP RD	973949	
REMELE MIKOEL J & HEIDI R	6758 HILLSIDE CT	996681	
SIVLEY DAVID & JUDY	**4064 BAY HILL DR**	**61274**	**O**
WEST TEXAS UTILITIES CO	6625 BUFFALO GAP RD	62856	
WOODS PATRICIA	4063 BAY HILL DR	61400	

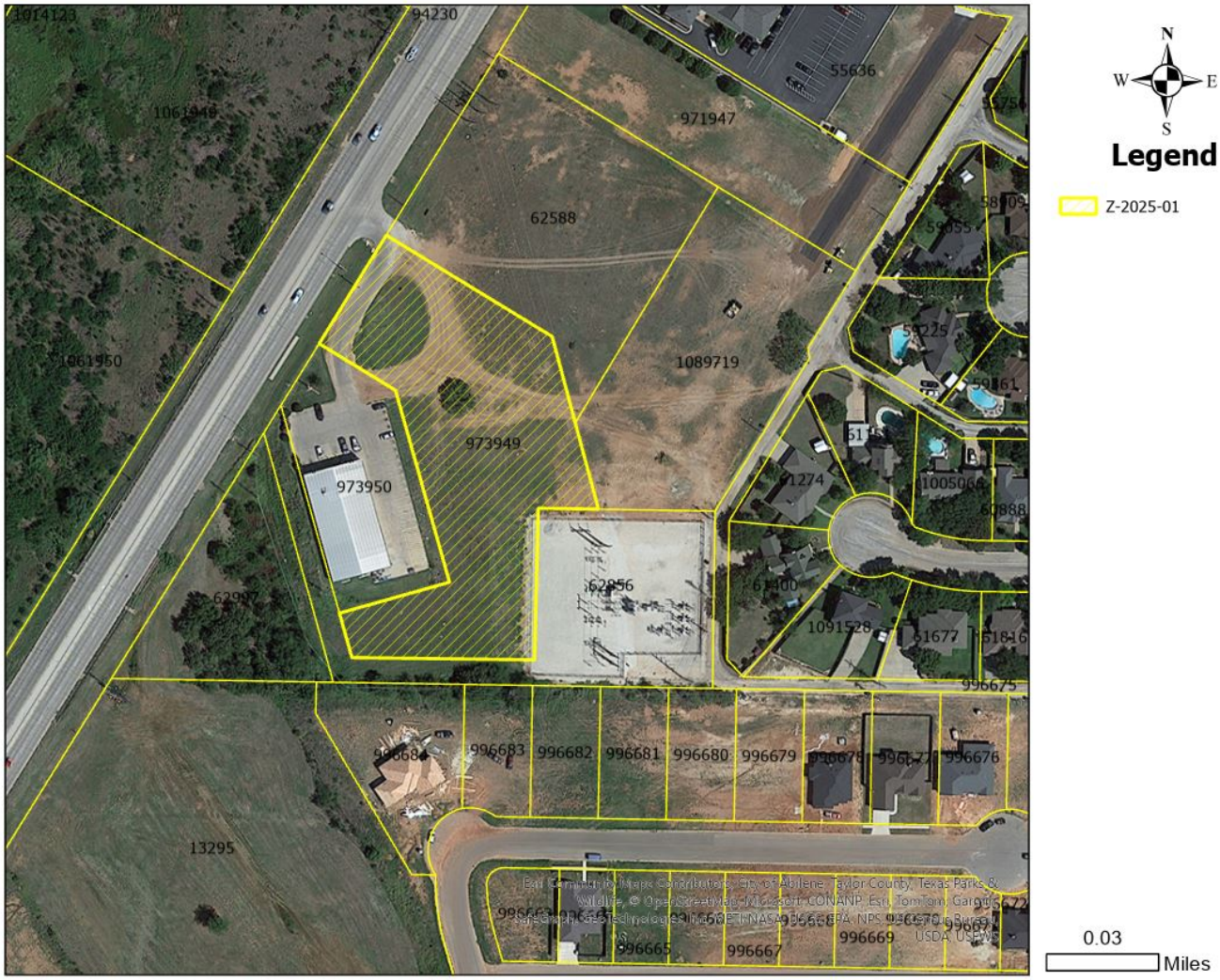
PROPERTY ID Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
LBHDS LLC	6809 BUFFALO GAP RD	13295	
SIVLEY DAVID & JUDY	4064 BAY HILL DR	61274	
WOODS PATRICIA	4063 BAY HILL DR	61400	
MANHAM FOODS LLC	6517 BUFFALO GAP RD	62588	
WEST TEXAS UTILITIES CO	6625 BUFFALO GAP RD	62856	
CITY OF ABILENE	6633 BUFFALO GAP RD	62997	
PAK HARRIS ENTERPRISES LTD	6601 BUFFALO GAP RD	973949	
BRAZORIA SMITH LEASE LLC	6617 BUFFALO GAP RD	973950	
FRANCO NATHAN LARRY II	6750 HILLSIDE CT	996680	
REMELE MIKOEL J & HEIDI R	6758 HILLSIDE CT	996681	
ABAN ZENIA O	6766 HILLSIDE CT	996682	
ELDRIDGE DAVID RYAN & REBEKAH ANN	6774 HILLSIDE CT	996683	
MUSTOE KENT & TARA	**6802 HILLSIDE CT**	**996684**	**O**
GREAT EXPECTATIONS LLC	6642 BUFFALO GAP RD	1061950	
MANHAM FOODS LLC		1089719	

NOTIFICATION MAP



LOCATION MAP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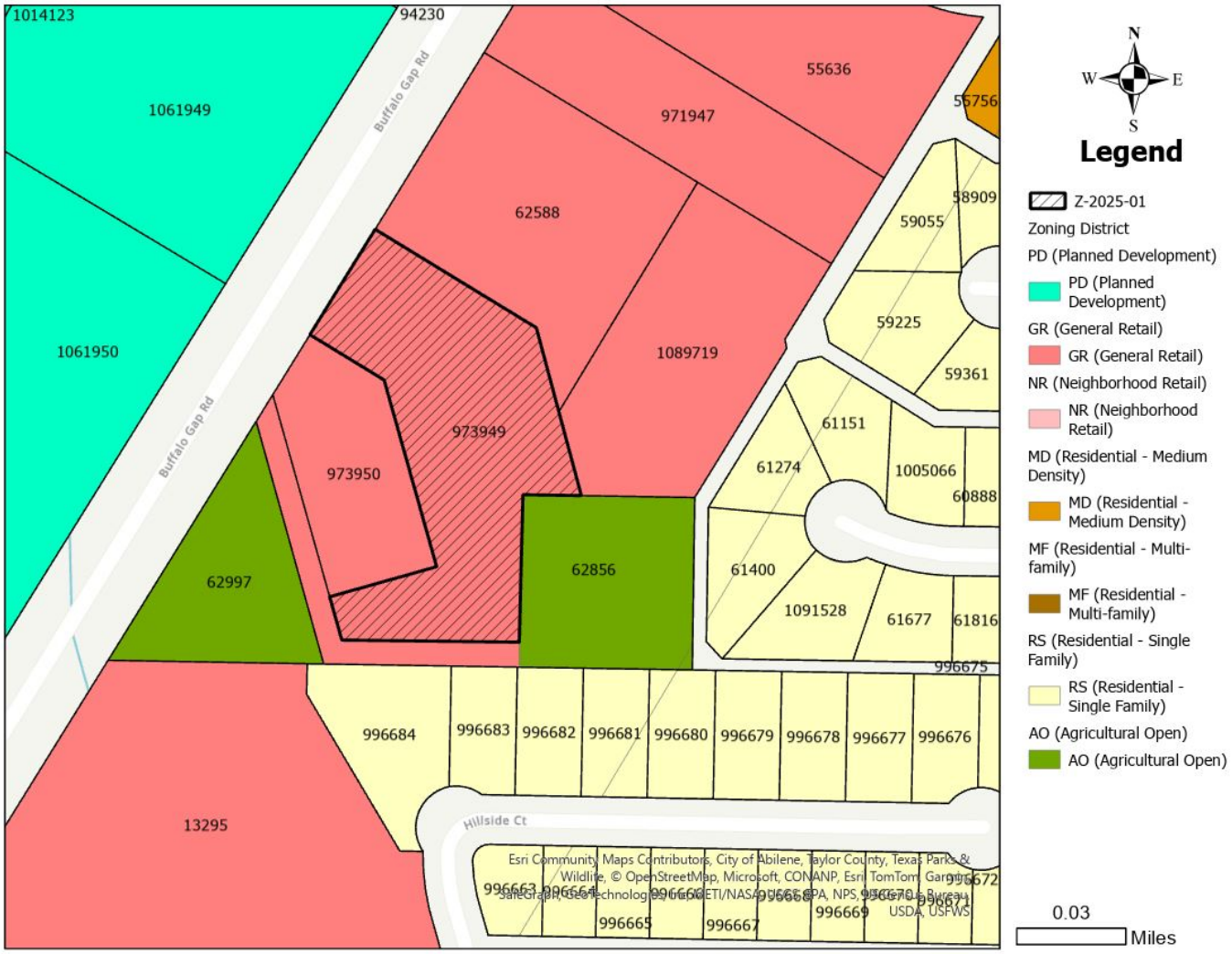
ZONING MAP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Buffalo Gap Rd
Buffalo Gap Rd
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973949
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61274
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996675
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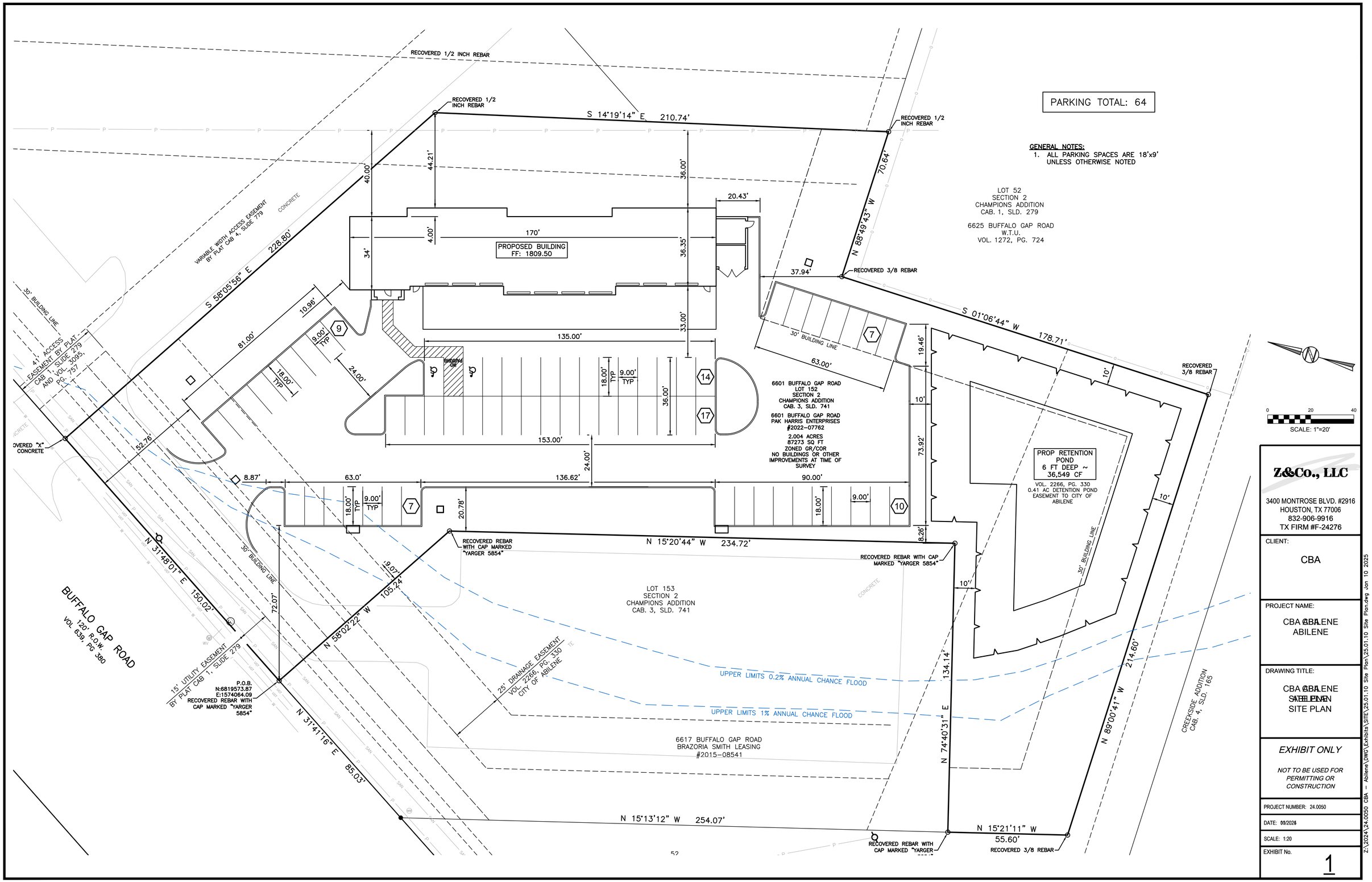
996671
996672
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
N
W
E
S
Legend
Z-2025-01
Zoning District
PD (Planned Development)
PD (Planned Development)
GR (General Retail)
GR (General Retail)
NR (Neighborhood Retail)
NR (Neighborhood Retail)
MD (Residential - Medium Density)
MD (Residential - Medium Density)
MF (Residential - Multi-family)
MF (Residential - Multi-family)
RS (Residential - Single Family)
RS (Residential - Single Family)
AO (Agricultural Open)
AO (Agricultural Open)
0.03
Miles



Z&Co., LLC

3400 MONTROSE BLVD. #2916
HOUSTON, TX 77006
832-906-9916
TX FIRM #F-24276

CLIENT:
CBA

PROJECT NAME:
CBA ~~ABILENE~~
ABILENE

DRAWING TITLE:
CBA ~~ABILENE~~
~~SITE PLAN~~
SITE PLAN

EXHIBIT ONLY

NOT TO BE USED FOR PERMITTING OR CONSTRUCTION

PROJECT NUMBER: 24.0050

DATE: 00/2025

SCALE: 1:20

EXHIBIT No.
1

Z:\2024\24.0050 CBA - Abilene\DWG\Exhibits\SITE\25.01.10 Site Plan\25.01.10 Site Plan.dwg Jan 10 2025

Christian Brother's Automotive

LH 10 Bay Linear

idstudio

Christian Brother's Automotive

LH 10 Bay Linear

idstudio

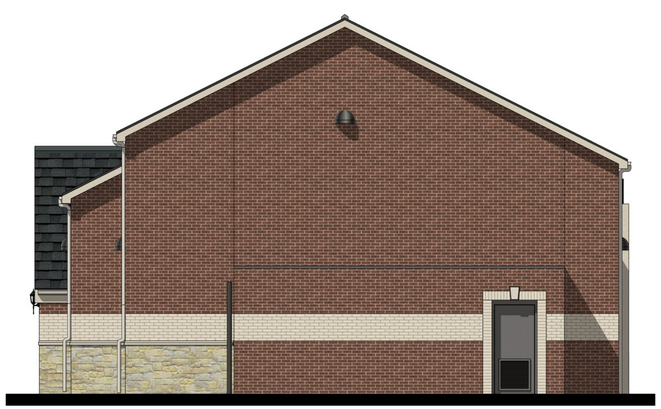
Christian Brother's Automotive

LH 10 Bay Linear

idstudio

5 FRONT ELEVATION
SCALE: 3/16" = 1'- 0"

4 BACK ELEVATION
SCALE: 3/16" = 1'- 0"



3 RIGHT SIDE ELEVATION
SCALE: 3/16" = 1'- 0"

2 LEFT SIDE ELEVATION
SCALE: 3/16" = 1'- 0"

PC-5
SHERWIN-WILLIAMS PAINT
SW 7001 MARSHMALLOW

PC-6
SHERWIN-WILLIAMS PAINT
SW 6258 TRICORN BLACK

M- 6
ROOF SHINGLES
CERTAINTEED LANDMARK 30 AR
COLOR: MOIRE BLACK

M- 5
ACME BRICK CO.
8" X 2 ¼" MODULAR BRICK
COLOR: BURGANDY
MORTAR: WHITE

M- 8
ACME BRICK CO.
8" X 2 ¼" MODULAR BRICK
COLOR: GLACIER WHITE
MORTAR: WHITE

M- 10
4" NATURAL LIMESTONE
SALADO QUARRY
MORTAR: WHITE

Christian Brothers

AUTOMOTIVE

CBA AUTOMOTIVE REPAIR AND MAINTENANCE SCOPE

Christian Brothers Automotive (CBA) is the highest rated after-market full service automotive repair and maintenance company across the country. CBA is a reputable provider of specialized automotive repair and maintenance services that focuses on services commonly required after a vehicle's warranty period has expired. Our highly skilled technicians excel in preforming a wide array of services, including but not limited to, advanced diagnostics, electrical system repairs, flushes, suspension and steering adjustments, routine oil changes and brake servicing, to name a few. Our goal is to ensure that every vehicle we work on is kept in top-notch condition for the safety and satisfaction of our customers.

Our portfolio of services deliberately excludes loud and disruptive activities such as auto body repairs, painting, or tire recapping. By excluding these services, we can focus solely on mechanical repairs which are less intrusive to the neighborhoods we seek to serve. Although our locations are capable of performing engine repairs, our operations do not extend to the full rebuilding of engines or transmissions. We do, on occasion pull an engine or transmission to swap it for a new one. We replace them by sending them out as sub-let work to a local company and it is usually completed within a day. This happens to be a rather small part of our business, but it is something that is included in our services. By excluding heavy-line engine work our specialization remains within the quieter, yet essential, automotive service.

Christian Brothers
Automotive®
Christian B
Christian Brothers Automotive

From: Christian Brothers Automotive Corporation

17725 Katy Freeway, Suite 200
Houston, TX 77094

To: Planning and Development

RE: Letter of Intent - Christian Brothers Automotive

Following your review, it is our hope we will be granted permission to continue the development process. Thank you for your time and consideration.

Architecture:

All plans, specifications, and uses will be in compliance with local code, ordinances and are in keeping with the neighboring developments or higher in standard. Variances will be addressed on case-by-case basis with Municipal Staff and Reviewing Agencies.

Setting the aesthetic standard for automotive repair.

© Christian Brothers Automotive 2025

This finished store is representative of our standard prototype.

Hours of Operation and Standard Procedures

Unlike most other automotive service facilities, Christian Brothers Automotive keeps a more conservative schedule. We open at 7 am and close no later than 6 pm, Monday through Friday. We are open on Saturdays for the first 90 days of operation. Most vehicles left overnight are stored within our secure bays for customer peace of mind and insurance parameters. We do not perform tire recapping or body repair. These two activities are major noise and storage generators and are not a component of our scope of work.

Christian Brothers Automotive (CBA) is the highest rated after-market full service automotive repair and maintenance company across the country. CBA is a reputable provider of specialized automotive repair and maintenance services that focuses on services commonly required after a vehicle's warranty period has expired. Our highly skilled technicians excel in preforming a wide array of services, including but not limited to, advanced diagnostics, electrical system repairs, flushes, suspension and steering adjustments, routine oil changes and brake servicing, to name a few. Our goal is to ensure that every vehicle we work on is kept in top-notch condition for the safety and satisfaction of our customers.

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© Christian Brothers Automotive 2025

The business in manned by 8 to 10 employees and the owner / franchisee.

You will find we operate our stores to the highest possible standards. Our shop floors are cleaned with a Zamboni style machine and no pollutants are ever released into the environment. All automotive fluids are contained in federal EPA and state compliant, double hulled, above ground containment vessels.

Working Interior Photos

© Christian Brothers Automotive 2025

Office Interior

Summary:

Based on architecture alone, we are essentially a small cottage with a nine-car garage. Our footprint is very non-intrusive and fits well with any neighboring residential community. We truly believe our development brings a unique experience to the automotive repair arena and enhances quality of life. Since our lobby and reception more closely resembles something you would find in a doctor's office, the maintenance and repair process becomes less threatening to people of all walks of life.

It is our hope that you can truly appreciate our presence and will find us to be a valued member of the community.

© Christian Brothers Automotive 2025

Site Plans and Criteria

PURCHASABLE PROPERTY

3 Mile Population:
Greater than 30,000 people

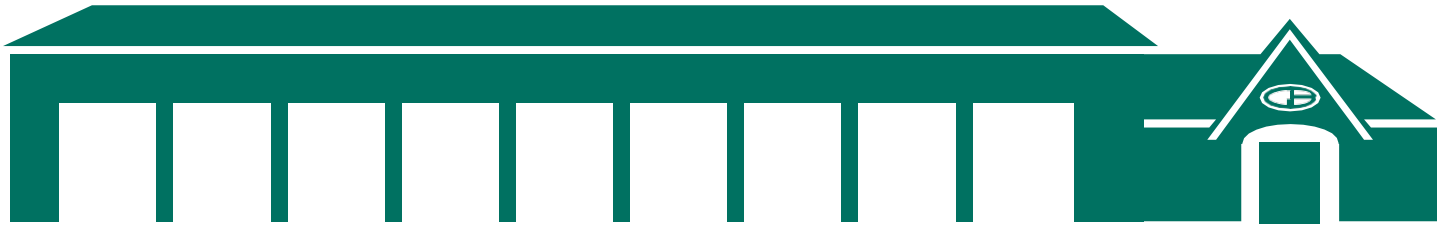
3 Mile Income:
Greater than $85,000
(Average Household Income)

Frontage Required:
100-150 Feet

Depth Required:
225-300 Feet

Size:
Greater than 43,000 ft^2
(Typically 1.0 - 1.5 acres)

Use:
Automotive Repair



© Christian Brothers Automotive 2025

© Christian Brothers Automotive 2025

© Christian Brothers Automotive 2025

For Questions Please Contact:

Michael Suttle | Chief Development Officer
(281) 675-6102 • Michael.Suttle@cbac.com

Billy Green Jr. | Director of Land Acquisitions & Permitting
(281) 675-6192 • Billy.Green@cbac.com

ChristianBrothersRealEstate.com

© Christian Brothers Automotive 2025

Formal Appeal of P&Z Decision

1 message

Michael Suttle <michael.suttle@cbac.com> Mon, Jan 13, 2025 at 1:26 PM
To: "tim.littlejohn@abilenetx.gov" <tim.littlejohn@abilenetx.gov>

Tim,

Please allow this letter to serve as my formal appeal of the P&Z decision made on Tuesday, January 7, 2025, to reject the spot rezone of the property that Christian Brothers Automotive is pursuing to purchase on Buffalo Gap Road. We were not made aware of the hearing to rezone the site prior to the presentation and as such we do not believe that our business, our scope of services or any material or meaningful information was presented that would have allowed us to accurately reflect the positive and essential services that we intend to provide to the market in Abilene.

Thank you,

Michael Suttle | Chief Development Officer
Christian Brothers Automotive Corporation
17725 Katy Freeway | Suite 200 | Houston, TX 77094
T: (281) 675-6102 C: (713) 702-0103
E: michael.suttle@cbac.com W CBAC.com

Christian Brothers Automotive

#1 in Customer Satisfaction for Aftermarket General Maintenance

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-01

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	973949	Your Name:	SIVLEY DAVID & JUDY	I am in favor of the request ☐
Requestor's Property Zoning:	GR	Your Property Address:	4064 BAY HILL DR	
Requestor's Proposed Zoning:	GC	Your Parcel ID:	61274	I am opposed to the request ☒

Signature: David K Sivley

JAN 8 PM 4:11

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-01

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

JAN 6 AM 9:54

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:	973949	Your Name:	MUSTOE KENT & TARA	I am in favor of the request ☐
Requestor's Property Zoning:	GR	Your Property Address:	6802 HILLSIDE CT	
Requestor's Proposed Zoning:	GC	Your Parcel ID:	996684	I am opposed to the request ☑

Signature:

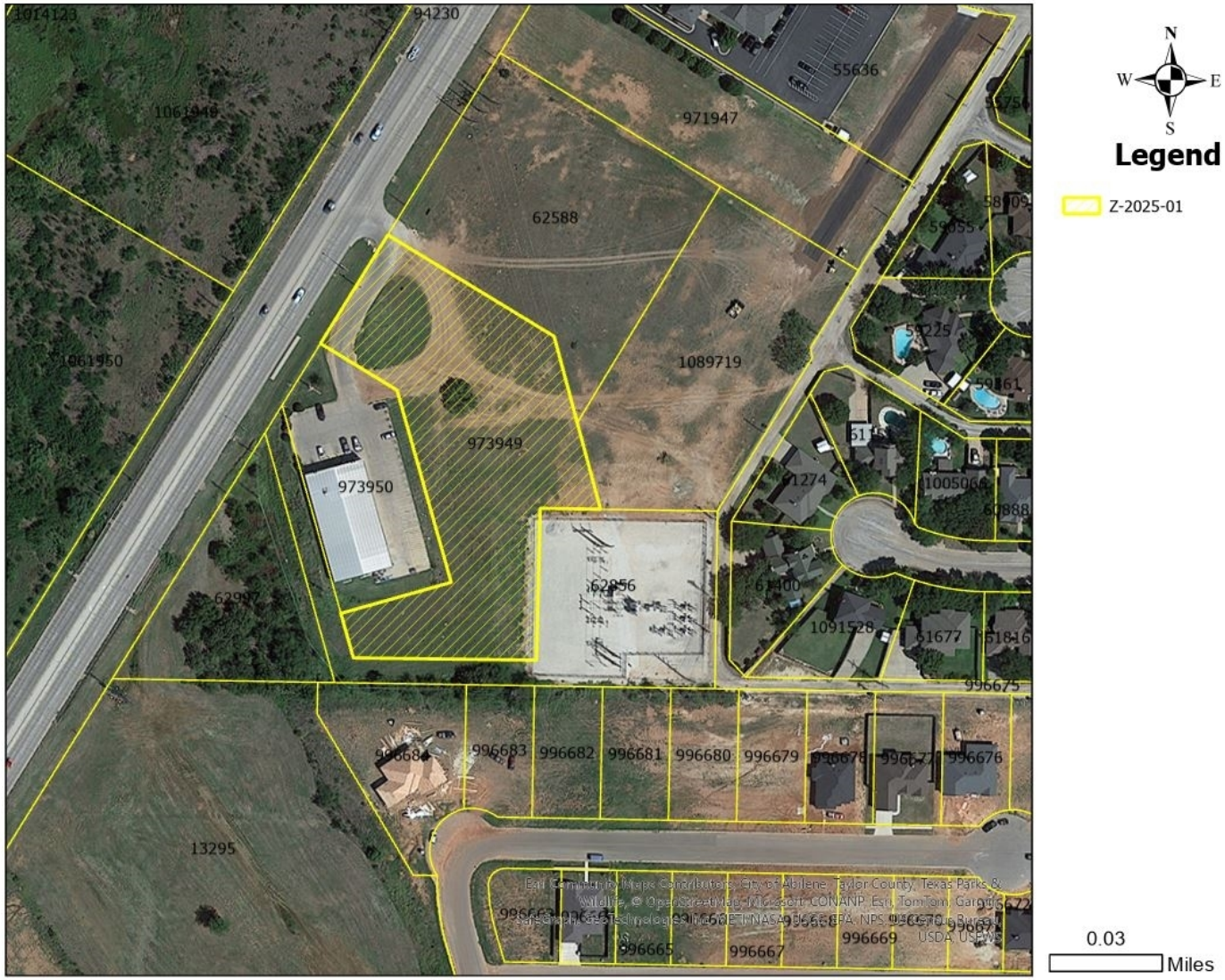
Kent & Tara Mustoe 1/3/2025

ZONING REQUEST

Case:	Z-2025-01
Agent:	Z & Co., LLC
Owner:	Pak Harris Enterprises
Requests:	Change the zoning of approximately 2.00 acres from General Retail (GR) to General Commercial (GC).
Location:	6600 block of Buffalo Gap Road
Notification:	0 in Favor, 2 in Opposition
Planning & Zoning:	January 7, 2025
Council Hearing:	January 23, 2025
	February 13, 2025

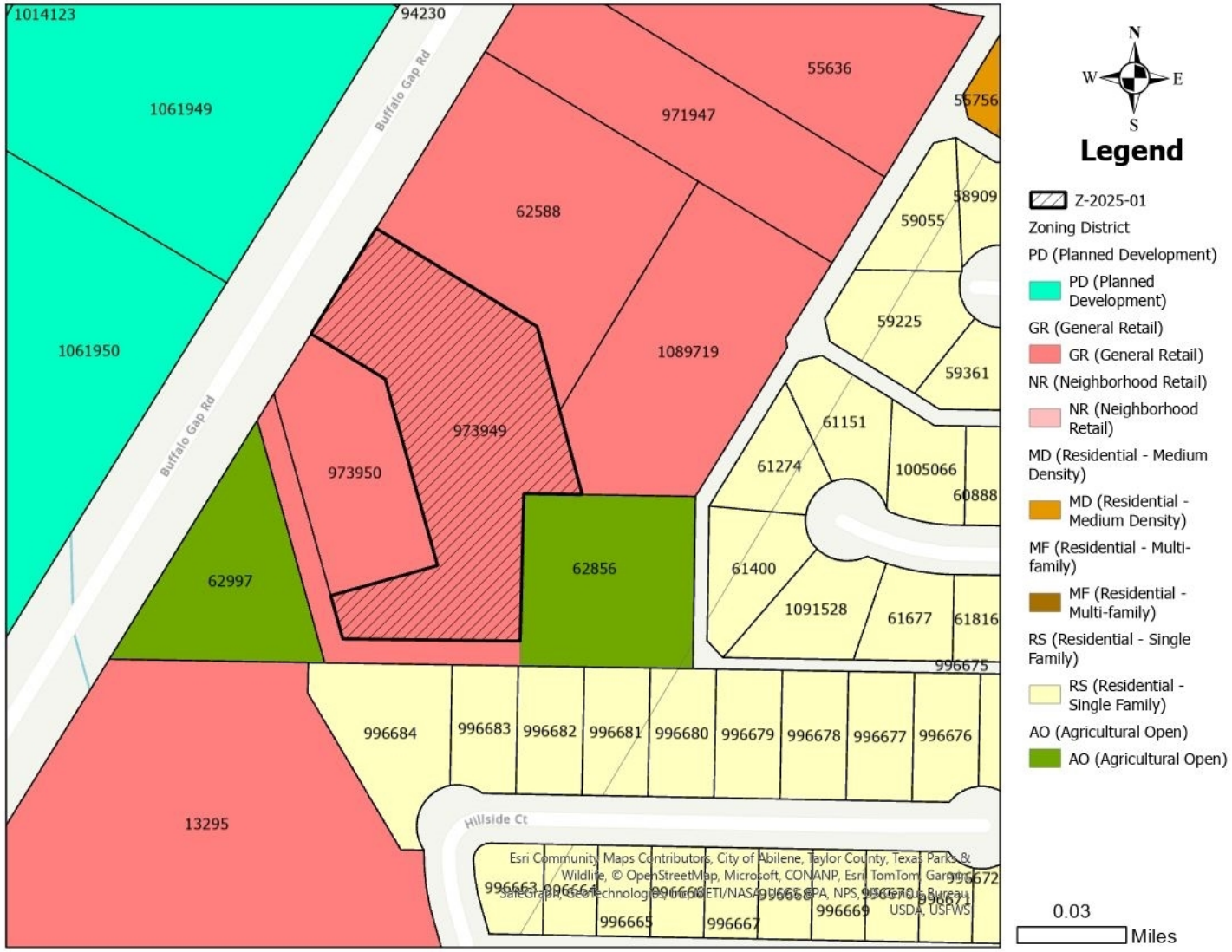
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



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**

CITY OF ABILENE TEXAS

USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
C	Mobile Home or Temporary Building (office for sales and service)
P	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

P/C	Automobile Wash
C	Contractor Services
P	Funeral Home/ Mortuary/Morgue
C	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Repair and Maintenance Services (outdoors)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

C	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
C	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

LEGEND

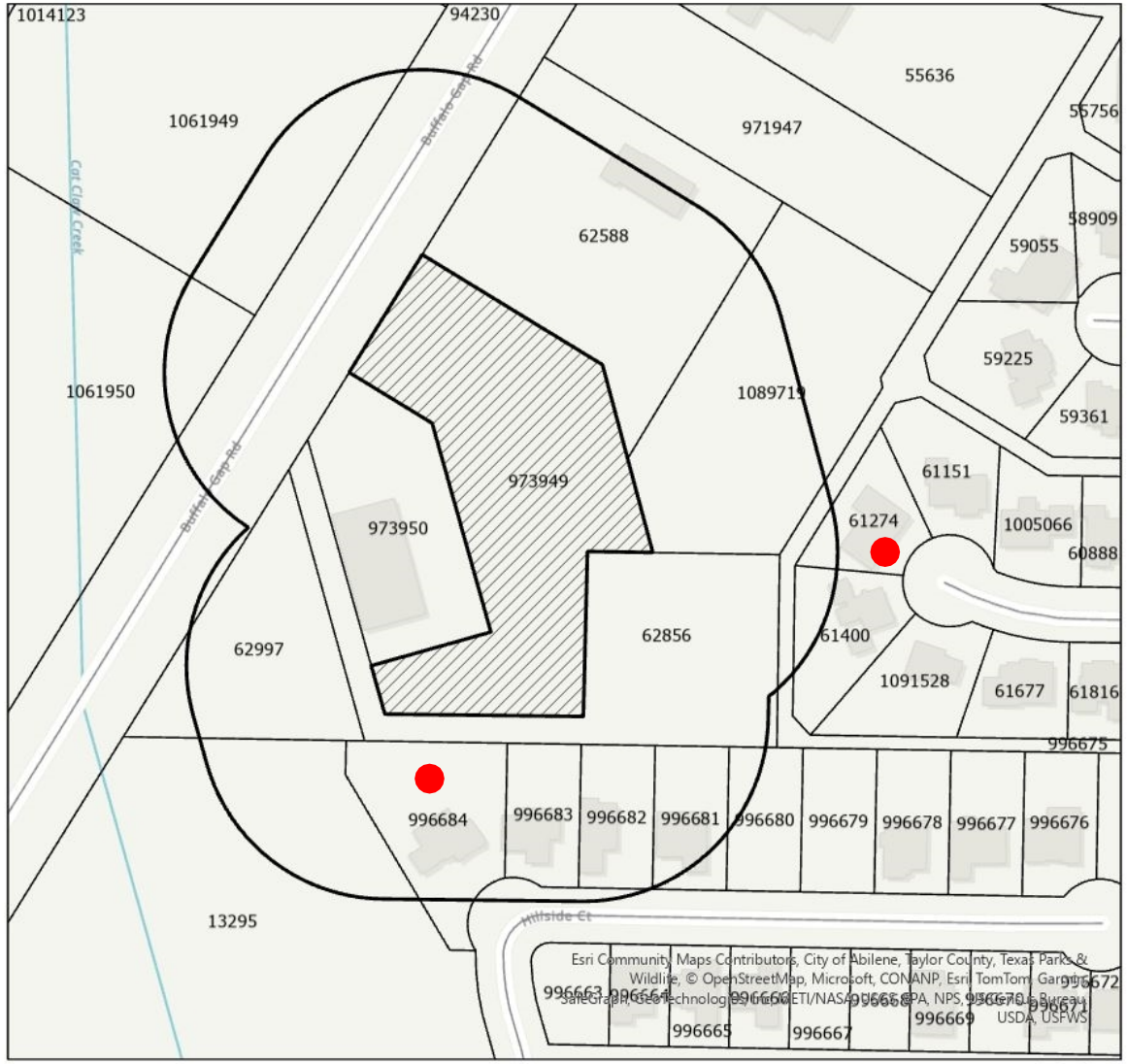
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only,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

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Notification Area
- Z-2025-01

0.03 Miles

0- In Favor-

2- Opposed-

7.12% Opposition

CITY OF ABILENE TEXAS

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.

Staff recommends : **Approval**

Planning and Zoning Commission Recommendation:

Denial

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Robert Hanna, City Manager**

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

SUBJECT: **13. Ordinance (First Reading) Z-2025-02: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Central Business (CB) to A Planned Development District (PDD-192), Located At 1066 S. 2nd Street *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to Rezone approximately 0.48 acres from Central Business (CB) to a Planned Development District (PDD-192). The purpose of this request is to allow a distillery within Central Business (CB) zoning.

SPECIAL CONSIDERATIONS

The subject property was annexed within the Original Town of Abilene in 1895. The property has been part of the Central Business area since zoning adoption. The property has had many uses over its time, with the most recent use being a night club.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to the Operation Plan prepared by the applicant.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. ordinance
2. staff report
3. application
4. operation plan
5. 234 Chestnut St.
6. presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of January, 2025.

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 20th day of December, 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 13th day of February, 2025, 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 13th day of February, 2025.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Central Business (CB) zoning to a Planned Development District (PDD-192) subject to the requirements set out in Exhibit B.

Legal description being Original Town Abilene, Block 11, Lots 13-15, Abilene, Taylor County, Texas.

Located at 1066 S. 2nd Street.

ORDINANCE NO. _____

EXHIBIT B

Purpose: The purpose of the Planned Development District (PDD) is to allow for uses permitted within Central Business (CB) zoning, whether by right or requiring a Conditional Use Permit, as well as a Distillery.

Specific Modifications: This Planned Development shall be subject to the requirements of the Central Business (CB) zoning district, except as modified below:

a. The use of a Distillery, classified as manufacturing (light) (per Land Development Code), is permitted by right
b. All uses ordinarily requiring a Conditional Use Permit to remain as such.
c. The use of the site as a distillery subject to conformance with the Operation Plan attached as **Exhibit C.**

EXHIBIT C

BELT BUCKLE
Distillery
ABILENE, TEXAS

West Texas Spirits, LLC

1541 North 4th Street
Abilene, Texas 79601

The following information is provided to the City of Abilene to satisfy the request for an Operations Plan for Belt Buckle Distillery's location at 1082 to 1066 South 2nd Street. Downtown South property ID number **67006** includes lots **13-1(5)**.

West Texas Spirits, LLC is an Abilene-owned and Abilene-based company; registered and licensed for operations by the U.S. Treasury Department (TTB) and the Texas Alcoholic and Beverage Commission (TABC).

Belt Buckle Distillery is Abilene's first and this region's only registered distillery.

Our Business

In considering the proposed business location, the City of Abilene is requested to study Belt Buckle Distillery's performance record at its previous location at 630 N. 5th Street. That location required a duplicate request for required zoning change and yields for the City's analysis a model business operation from 2019 through December of 2023. Belt

Buckle Distillery will execute identical operations, in all aspects, at the South 2nd business location.

West Texas Spirits, LLC, the Distillery's owners, now calls to the attention of the city the reasons for moving from its previous address to the South 2nd location.

Though the business enjoyed an exceptional hospitality facility, the focus of the business has always been the manufacturing and sales of its produced spirits. Hospitality will continue to be a key feature of operations at the new location; however, an expanded production facility will allow dramatic increases in production for our distributor, Ben E. Keith Beverages. Further, the new location will facilitate an expansion of hospitality services in a historic, dedicated site that will enhance the area, be fully integrated into Abilene's tourism and hospitality industry. The new site will also offer capabilities of expanding in-house rectification and distillation processes that were impossible at the previous location.

With the appropriate zoning change from **CB** to **PD**, the South 2nd location offers new opportunity for Downtown Abilene, community enhancement and economic development.

Facilities and Improvements

The South 2nd location will be bifurcated into two distinct operations.

1066 South 2nd Street, a single-story building on the property's east side, is the dedicated Belt Buckle Distillery production facility. This single-story building is ideally formatted for production with full access to adequate City water lines for Belt Buckle Distillery's **required** water sprinkler fire suppression system.

1082 South 2nd Street, the three-story historic building on the property's west side, is Belt Buckle Distillery's hospitality facility. Constructed by the Independent Order of Odd Fellows before 1920, the historically significant building will host Belt Buckle's popular Tasting Room on the first floor, meeting and activity areas on the second floor and administrative areas on the third floor.

In addition to enhancing the utility of all levels of the IOOF-Carpenter Building, significant improvement of the historic building's décor and attraction will create increased visitation by tourists to Abilene, increase regular utilization by community-based organizations and enhance perceptions of positive development in a historically under-frequented business area.

The building has been employed continuously as a bar/club venue since the early 1970s.

Belt Buckle Distillery's acquisition, rehabilitation and repurposing of the property will be an emphatic improvement to this area.

Operations Plan

Production activities will occur at the 1066 South 2nd property on a daily basis. The nature of those production activities will not be visible outside the facility; in fact, there has been, historically, no evidence of production activity to anyone outside the walls of Belt Buckle Distillery.

Operations at Belt Buckle Distillery has never been intentionally inconspicuous. That is simply the nature of our business and the distillery's production processes.

Primary permitted production activities are referred to as "**Rectifying**"; that is, the mixing, dilution, blending and re-distilling of spirits. The other production activity will be primary and secondary "**Distilling**" of spirits. These processes include the fermentation of grains or juices followed by distillation to create products for either barrel aging or immediate dilution, bottling and packaging for licensed sales.

These production processes are skilled and labor-intense, however only require a handful (2 to 4) of trained professionals to ensure quality and product consistency.

It is imperative to emphasize that these processes are non-intrusive; segregated from neighboring businesses and totally compatible with existing neighborhood business.

Additionally, per discussions with the City of Abilene's Environmental Lab Program, there is keen awareness of regulations and specific discharge limitations. There is no anticipation of current or future concerns for such discharge issues. The Department has been informed that they will be aware of operations via regular updates and required reports.

When orders made by Ben E. Keith Beverages have been fulfilled, their staff drives to our facility in vans or mid-sized delivery vehicles and execute pick-up of cardboard-encased product. These product pick-ups are hand-stacked and managed without need for heavy transport, though this is an option for certain deliveries.

Ben E. Keith then facilitates delivery to package stores and secondary retailers.

Belt Buckle Distillery can, by Texas law, only sell its bottled products directly to customers who come to our Tasting Room. This is accomplished at the rate of four bottles per customer per month, certified by detailed documentation reviewed by TABC.

Tasting Room Operation

Belt Buckle Distillery's Tasting Room will rapidly become a tourism attraction for Abilene and a popular attraction for locals.

Though business hours may expand in the future, initial hours of operation for the Tasting Room will be Wednesday, Thursday and Friday from 4PM till 9PM and Saturdays from 2PM till 11PM. No bottle sales are permitted by Texas law after 9PM.

Unlike the dance halls, clubs and bars that defined the historic use of 1082 S. 2nd Street, Belt Buckle Distillery's Tasting Room is a marketing facility for the Distillery; a relaxed, low-key classic environment to enjoy Belt Buckle Distillery product, enjoy good company and great background music.

A further distinction of the Tasting Room operation is the fact that by Texas law, Belt Buckle Distillery can only sell products, including all mixed beverages, which Belt Buckle Distillery manufactures in-house.

Belt Buckle Distillery has established a tradition of quality, hospitality and a "Friendly Frontier" environment that is highly anticipated as we approach re-opening.

This outstanding location will attract audiences of both visitors and natives, who will discover this much-appreciated time-machine in the heart of Abilene.

1082 – 1066 South 2nd Street

END

ZONING CASE Z-2025-02 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: January 7, 2025
City Council 1st Read: January 23, 2025
City Council 2nd Read: February 13, 2025

Applicant
Owner: Loyd Ivester

Case Manager
Mason Teegardin – Planner

Request
Rezone approximately 0.48 acres from Central Business (CB) to a Planned Development District (PDD-192).The purpose of this request is to allow a distillery within Central Business (CB) zoning.

Location
The subject property is located at 1066 S. 2nd Street. Legal description being Original Town Abilene, Block 11, Lots 13-15, Abilene, Taylor County, Texas.

Background
The subject property was annexed within the Original Town of Abilene in 1895. The property has been part of the Central Business area since zoning adoption. The property has had many uses over its time, with the most recent use being a night club.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	CB	Vacant lots, photography studio
East	CB	Parking lot
South	CB	Auto parts store
West	CB	Offices

Site Plan
As permitted by the LDC, the Planning Director determined that a site plan was not required in support of this request because site improvements are not proposed. The applicant will utilize the subject property as is and will only make improvements to the interior of the existing building.

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 Central Business District. The proposed use is generally consistent with the Comprehensive Plan and with the historic use of the site for light industrial and heavy commercial uses.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed use is consistent with the general of uses surrounding the subject property.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property has access to all required utilities.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation

P&Z recommends **approval** subject to the Operation Plan prepared by the applicant.

Attachments

- Proposed PDD Ordinance
- Application
- Operation Plan
- Presentation

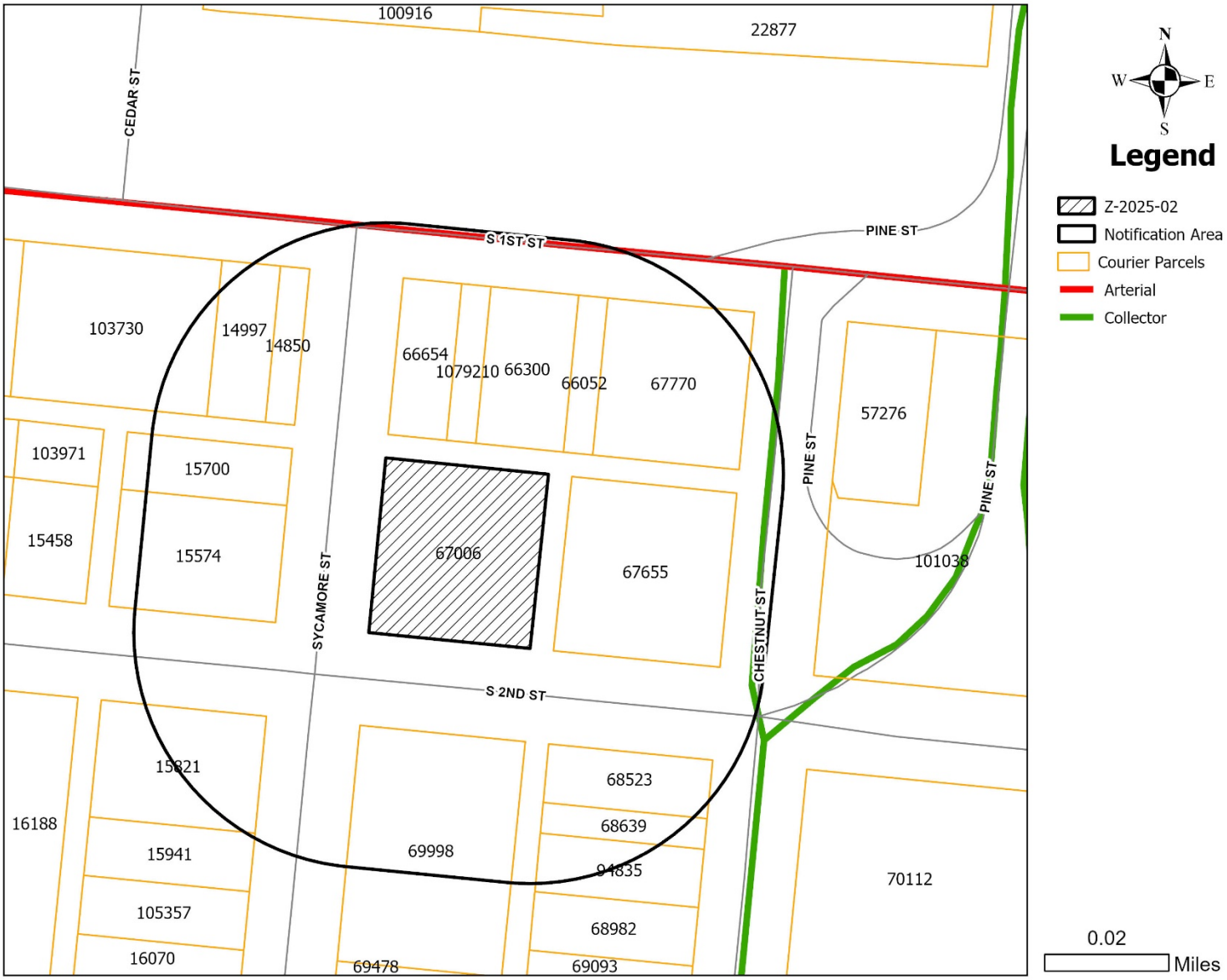
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on December 20, 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	PROP_ID	SITUS	RESPONSE
BIXBY BRUCE TRUSTEE	67655	160 CHESTNUT ST	
BROWNING CADE W	66654	1089 S 1ST ST	
BROWNING CADE W	1079210	1073 S 1ST ST	
BUTMAN STEVEN & WILMA	66300	1065 S 1ST ST	
CITY OF ABILENE	15941		**N/A**
CITY OF ABILENE	15821		**N/A**
FAB PROPERTIES INC	69998	233 SYCAMORE ST	
FAB PROPERTIES INC	69998	1065 S 2ND ST	
GOOD THINGS BAKERY LLC	66052	1041 S 1ST ST	
HERMOSILLO JESSE & GLORIA	68639	228 CHESTNUT ST	
HILL RESOURCES INC	94835	234 CHESTNUT ST	
HINDS SQUARE ABILENE LP	67770	100 CHESTNUT ST	
HOEMKE PROPERTY LLC	103730	1149 S 1ST ST	
ISLAS GUADALUPE	14850	102 SYCAMORE ST	
IVESTER LOYD	67006	1082 S 2ND ST	**F**
IVESTER LOYD	67006	1066 S 2ND ST	**F**
IVESTER LOYD	67006	141 SYCAMORE ST	**F**
OGLESBY LINDA C	15574	1144 S 2ND ST	
REYES SAM	68523	202 CHESTNUT ST	
WOODRIDGE INVESTMENTS LP	14997	1109 S 1ST ST	
WOODRIDGE INVESTMENTS LP	15700	140 SYCAMORE ST	

NOTIFICATION MAP



LOCATION MAP

ZONING MAP

S 1ST ST
PINE ST
Sycamore St
SYCAMORE ST
Chestnut St
CHESTNUT ST
S 2ND ST
103730
14997
14850
66654
1079210
66300
66052
67770
15700
15574
67006
67655
15821
15941
69998
68523
68539
94835
70112
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
N
S
E
W
Legend
Z-2025-02
Courier Parcels
CB (Central Business)
Arterial
Collector
0.01
Miles

2024 Development Application

PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment
- Rezoning
- Easement Release
- Plats
- Petition for Relief
- Board of Adjustments (Variance, Special Exception)
- Other

2024 Development Application

DOCUMENTS & MAPS

Reports, Plans, Ordinances, Maps, and other documents are often available on the City's website (https://www.abilenetx.gov) at no charge. Copies of these will be provided at the reproduction cost, currently 10 cents per page for black and white copies and $1 per page for color copies. In addition, any other actual materials costs will be assessed.

Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of $25 per hour, plus the cost of reproduction and/or materials.

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

Projects located within the designated "Neighborhood Empowerment Zone" will have fees waived in accordance with the City's Land Development Code. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

- Prior to submittal, we strongly recommend setting up and attending a pre-submittal meeting.
- **INCOMPLETE APPLICATIONS AND SUBMITIALS WILL BE REJECTED** or will be returned; an application may be deemed incomplete after initial staff review.
- Please refer to the Land Development Code online Part III Appendix A for questions or concerns in respect to site development and development standards. https://library.municode.com/tx/abilene/codes/code_of_ordinances?nodeId=PTIIIAPANDECO
- Plans for Conditional Use, Special Exceptions, Rezoning, Variance and Planned Development District Amendment shall be on 8.5" x 11" paper with one (1) copy.
- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.
- PDF copies can be emailed to planning@abilenetx.gov
- If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of re-notifications and re-posting of notice.
- All other questions may be directed to the following:

Planning and Development Services Department
555 Walnut Street, Suite 100
325.676.6237
planning@abilenetx.gov

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

See RECORDING FEES for actual filing costs with Taylor County Clerk's Office. Thoroughfare Abandonment Fee 10% of the calculated land value of the ROW area to be abandoned, based on the average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is $1,500. *Any portion over the minimum fee is refundable if the abandonment is not approved.*

2024 Development Application

PLANNING & ZONING COMMISSION

The members of the Planning & Zoning Commission (also referred to as the Commission) are appointed by the City Council. In making appointments to the Commission, the City Council shall seek to ensure broad representation and expertise among the membership.

According to Section 1.1.3.3. Powers & Duties, of the City of Abilene Land Development Code (LDC), the Planning and Zoning Commission shall:

1. Make recommendations on a Comprehensive Plan or amendments thereto related to the physical development, growth, improvement, and beautification of the City.
2. Make recommendations on other types of City plans that are related to the physical development, growth, improvement, and beautification of the City, including Neighborhood Plans and Corridor Plans.
3. Recommend to the City Council approval or denial of proposed changes in the zoning districts and/or ordinance.
4. Approve or disapprove the platting or subdividing of land within the corporate limits of the City and within adjacent areas as permitted by law.
5. Recommend to the City Council approval or disapproval of requests for street name changes and street closures within the corporate limits of the City.
6. Submit annually to the City Manager, not less than ninety (90) business days prior to the beginning of the budget year, a list of recommended capital improvements, if any, which in the opinion of the Commission, are necessary or desirable during the forthcoming five (5) year period.
7. Recommend to the City Council approval or disapproval of plans for housing clearance, public housing, and urban redevelopment and renewal projects.
8. Perform such additional duties and exercise such additional powers as may be prescribed by ordinance not inconsistent with the provisions of the City Charter.
9. Advise the City Council on applications and petitions for legislative decisions as authorized by the Land Development Code, such as:
    a. Petition for amending the Comprehensive Plan;
    b. Petition for a zoning map amendment, including a petition for creation of an overlay district, Conditional Use Permit (CUP), or Planned Development (PD) district;
    c. Amendments to the text of the Land Development Code (LDC) as authorized by City Charter; and
    d. Others as assigned by City Council.

The Planning and Zoning Commission shall finally decide appeals filed in accordance with Article 3 of the Land Development Code (Relief Procedures). Also, the Commission shall finally decide the following petitions for relief:

1. The Planning and Zoning Commission shall finally decide any variance petition on an application for a Preliminary Plat, Final Plat or replat, except when such variance is for relief from a dedication or construction requirement, in which case Section 1.1.4.3 shall apply; and
2. The Planning and Zoning Commission shall initially decide any vested rights petition for any decision for which it is the initial decision-maker.

2024 Development Application

2024 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1ST READING	CITY COUNCIL 2ND READING ***
9-NOV-23	28-NOV-23	2-JAN-24	25-JAN-24	8-FEB-24
15-DEC-23	2-JAN-24	6-FEB-24	22-FEB-24	14-MAR-24
12-JAN-24	30-JAN-24	5-MAR-24	28-MAR-24	11-APR-24
9-FEB-24	27-FEB-24	2-APR-24	25-APR-24	9-MAY-24
15-MAR-24	2-APR-24	7-MAY-24	23-MAY-24	13-JUNE-24
12-APR-24	30-APR-24	4-JUNE-24	27-JUNE-24	11-JULY-24
10-MAY-24	28-MAY-24	2-JULY-24	25-JULY-24	8-AUG-24
14-JUNE-24	2-JUNE-24	6-AUG-24	22-AUG-24	12-SEP-24
12-JULY-24	30-JUNE-24	3-SEP-24	26-SEP-24	3-OCT-24
9-AUG-24	27-AUG-24	1-OCT-24	24-OCT-24	7-NOV-24
13-SEP-24	1-OCT-24	5-NOV-24	21-NOV-24	5-DEC-24
11-OCT-24	29-OCT-24	3-DEC-24	19-DEC-24	9-JAN-25
15-NOV-24	3-DEC-24	7-JAN-25	23-JAN-25	13-FEB-25
13-DEC-24	30-DEC-24	4-FEB-25	27-FEB-25	13-MAR-25

***These meetings require public hearings and the applicant or a representative must be present.

2024 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
5-DEC-23	9-JAN-24
9-JAN-24	13-FEB-24
6-FEB-24	12-MAR-24
5-MAR-24	9-APR-24
9-APR-24	14-MAY-24
7-MAY-24	11-JUNE-24
4-JUNE-24	9-JULY-24
9-JULY-24	13-AUG-24
6-AUG-24	10-SEP-24
3-SEP-24	8-OCT-24
8-OCT-24	12-NOV-24
5-NOV-24	10-DEC-24
9-DEC-24	14-JAN-25
7-JAN-25	11-FEB-25

2024 Development Application

Zoning Application Page 1 of 3

Planning

☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other:

Project Name: WEST TEXAS SPIRITS, LLC dba BELT BUCKLE DISTILLERY

Address: 1066 S 2ND Street Number of Lots: LOTS 13-15 Acreage: .482 Acres

Legal Description: OT ABILENE TIF #1, BLOCK 11, LOT LT 13-15

Subdivision Name: Old Town Abilene Block: 11 Lot: 13-15

Current Zoning: CB Proposed Zoning (if applicable): PD or LI

OWNER AND AUTHORIZATION

Owner Name: IVESTER, LOYD

Address: 1083 N. JUDGE ELY BLVD.

City, State, Zip: ABILENE, TX 79601 Fax:

Phone: Email:

Agent Name:

Address:

City, State, Zip: Fax:

Phone: Email:

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Date:

FOR OFFICE USE ONLY

Received:	**Fee: $**	**Receipt No.:**
Case No.:		**Reviewed By:**

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

☐ AO	Agricultural Open Space	☐ GR	General Retail
☐ RR	Rural Residential RR-5 & RR-1	☐ MU	Medical Use
☐ RS-12	Residential Single-Family – 12,000 sq. ft lots	☑ CB	Central Business
☐ RS-8	Residential Single-Family – 8,000 sq. ft lots	☐ MX	Mixed Use
☐ RS-6	Residential Single-Family – 6,000 sq. ft lots	☐ GC	General Commercial
☐ PH	Single-Family Residential Patio Home	☐ HC	Heavy Commercial
☐ TH	Residential Townhouse	☐ LI	Light Industrial
☐ MD	Residential Medium Density	☐ HI	Heavy Industrial
☐ MH	Manufactured/Mobile Home	☑ PD	Planned Development District
☐ CU	College & University	☐	Empowerment Overlay
☐ NO	Neighborhood Office		
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

OPERATING A DISTILLERY IN ABILENE REQUIRES A LI (LIGHT INDUSTRIAL) OR A PD ZONE DESIGNATION. THIS ZONE CHANGE IS CONSISTANT WITH HISTORIC AND EXISTING BUSINESS IN THE CONTIGUOUS AREA/NEIGHBORHOOD AND POSES NO ANOMOLOUS INTRUSIONS. BY CURRENT ZONING CODE, A CHANGE MUST BE IMPLEMENTED.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

2024 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

THE REQUESTED TRANSITION OF THE SOUTH 2ND ST. PROPERTY IS CONSISTANT WITH THE COMMERCIAL PROPERTY CLASSIFICATIONS ADOPTED IN THE COMPREHENSIVE PLAN AND . COMPATIBLE WITH THE CURRENT AND FUTURE DEVELOPMENT OF THIS AREA.

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

THE STANDARDS ARE APPLICABLE.

THE APPLICANT'S PROPOSED BUSINESS OPERATION CAN BE EASILY CHECKED BY BELT BUCKLE DISTILLERY'S PREVIOUS FOUR YEARS OF COMPLEMENTARY OPERATIONS IN DOWNTOWN ABILENE. PERFORMANCE RECORDS ARE PERFECT AND WILL CONTINUE TO ENHANCE DOWNTOWN.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

THE PROPOSED CHANGE IS IN AGREEMENT WITH ALL EXISTING CITY INFRASTRUCTURE, PUBLIC SERVICES AND UTILITIES ARE IN THE AREA. MANUFACTURERS HAVE CONDUCTED MORE ACTIVE PRODUCTION FACILITIES WITHIN BLOCKS OF THIS PROPOSED S. 2ND LOCATION. THIS WILL BE MORE CONSISTANT WITH AND ENHANCE EXISTING BUSINESS.

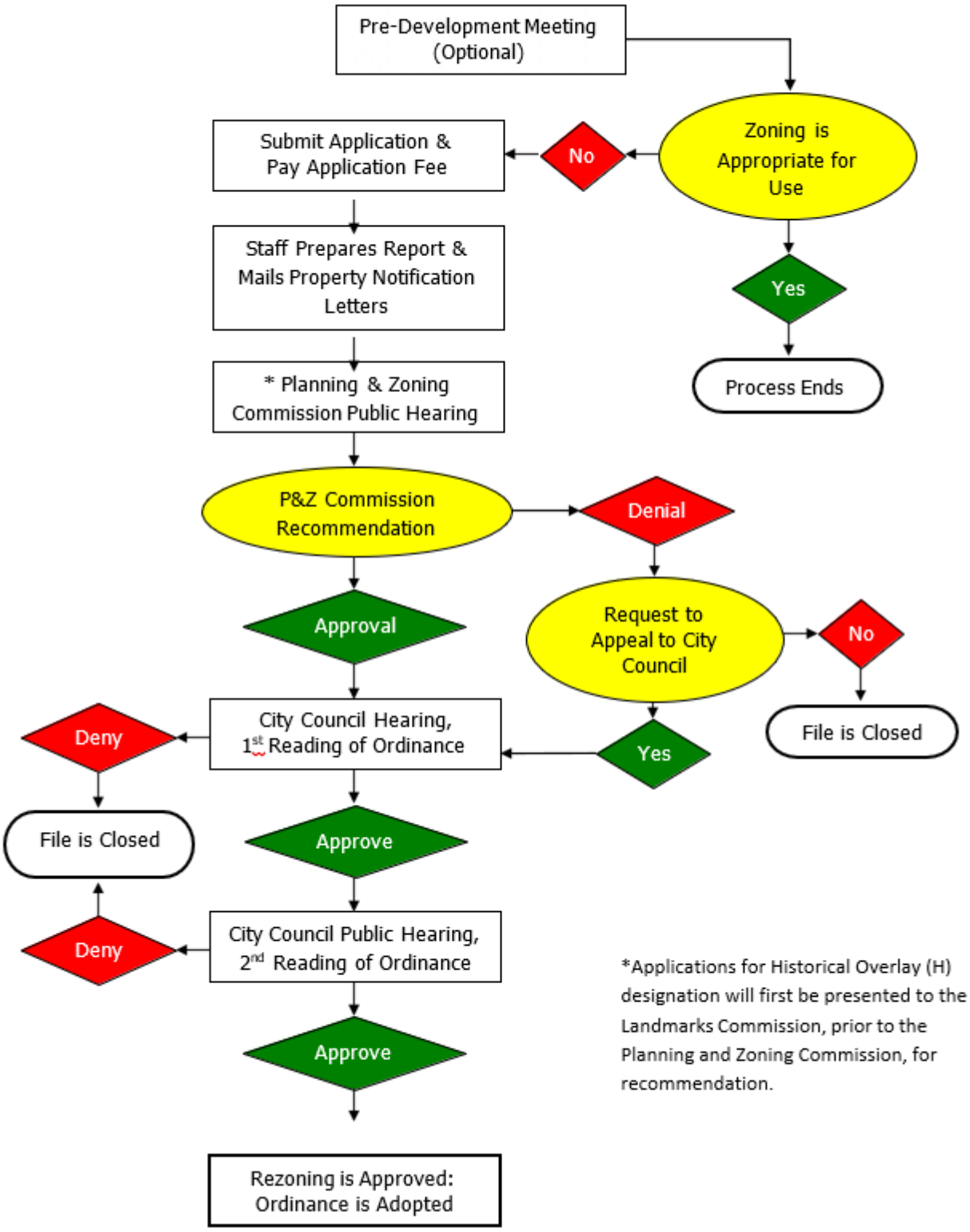
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

NO. THIS REQUEST IS TOTALLY COMPATIBLE.

Other Required Forms - Disclosure of Interest (See Attached)

2024 Development Application

Zoning • Conditional Use • PDD Amendment • Street Name Change • Thoroughfare Abandonment Flowchart



*Applications for Historical Overlay (H) designation will first be presented to the Landmarks Commission, prior to the Planning and Zoning Commission, for recommendation.

2024 Development Application

Plats and Other Submittals Page 1 of 1

Submittal

- ☐ Preliminary Plat/Replat
- ☐ Final Plat/Replat
- ☐ Combination Preliminary & Final Plat*
- ☐ Amended Plat
- ☐ Minor Plat/Replat
- ☐ Development Plat
- ☐ Civil Plans
- ☐ Site Plan/Revised Site Plan
- ☐ Landscape Plan
- ☐ Tree Preservation
- ☐ Lighting Plan
- ☐ Concept Plan

**Prior approval required*

Submittal Type

☑ Pre-Submittal: all required documents are present, excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Abilene.

☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plat(s) within 30 days by the approval authority.

Acreage

Round decimals up to the nearest whole number. .482 acre(s)

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "P"

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

The application fee of $_____, to be paid to the City of Abilene within five (5) days of being accepted.

NOTE: *Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.*

Submittals

- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.

Other Required Forms - Disclosure of Interest, Owner Authorization (See Attached)

2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: _____
Zoning Classification(s): _____ Total Number of Lots: _____
Location: _____

Property Owner Information & Authorization

Name/Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

Project Representation (check one):

☐ I will represent the application myself; OR

☐ I hereby designate_____ (*name of project representative*) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: _____ Date: _____

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared _____ (*printed property owner's name*) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20_____

_____
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(*specify*): _____

Name: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____

2024 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

***NOTE**: If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.*

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ○ Yes ◉ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: LARRY C. SANDERS, CFO of WEST TEXAS SPIRITS, LLC & authorized agent for H&R TEXAS VENTURES, LLC

Property Owner ☐ Project Representative X

Signature of Certifying Person: _____

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads

2024 Development Application

BOARD OF ADJUSTMENT

The Board of Adjustment is organized to have all the powers and authority as set forth in the Charter of the City of Abilene, Texas, and as authorized by Chapter 211 of the Texas Local Government Code.

The Board of Adjustment has authority of applications to decide the following types of applications:

1. An application for a Special Exception pursuant to Section 1.4.4.1;
2. An application for a Variance pursuant to Section 1.4.4.2;
3. A sign permit or an interpretation of Sign Regulations related to development within the City limits (refer to Chapter 4, Article 1, Division 3, Section 4.1.3.6 or Chapter 4, Article 2, Division 8, respectively); and
4. An application for a change in the status of a non-conformity pursuant to Section 1.4.4.3.

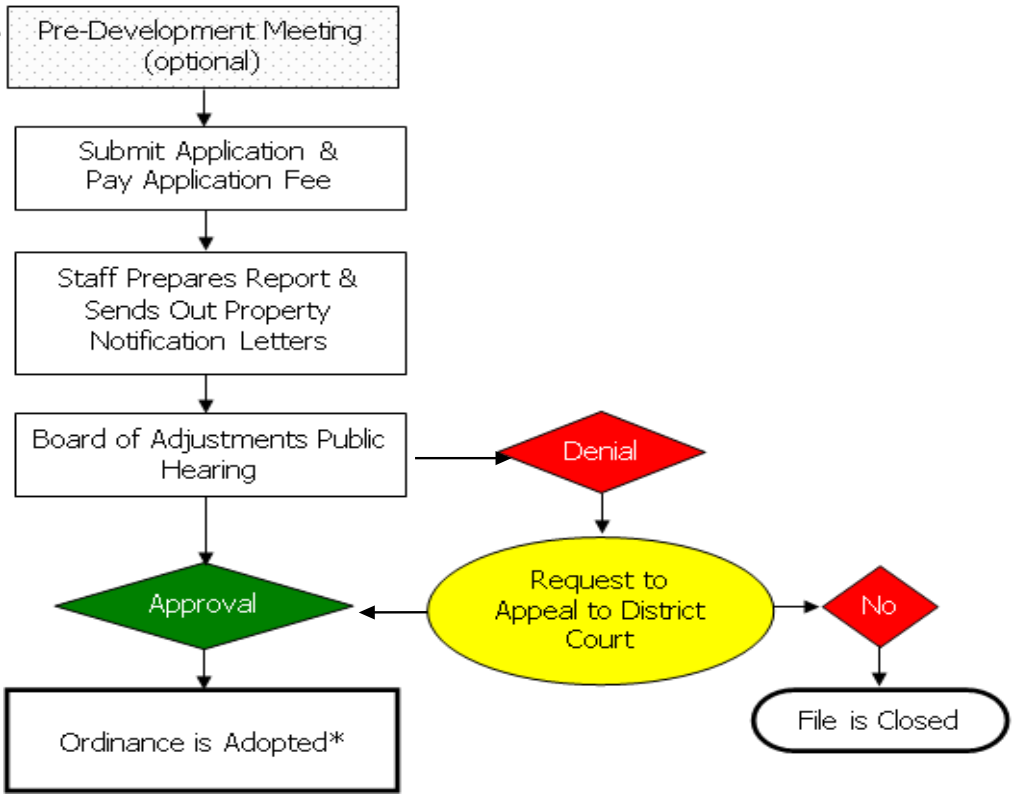
The Board of Adjustment shall finally decide appeals on the following matters of an appeal of any official's interpretation of the requirements of Chapters 2 or 4 of this LDC in which the requirement applies to development within the City limits of Abilene, unless a separate appeals process is otherwise defined within this LDC.

The authority delegated to the Board of Adjustment under this Land Development Code shall not be construed to affect any of the following:

1. Approval of a petition for a zoning map amendment;
2. Approval of a Conditional Use Permit; and
3. Authorization of a use not authorized in the zoning district in which the applicant's property is located, except to the extent necessary to decide a special exception or a petition for a change in status of a non-conformity.

Also, the Board of Adjustment shall not render any decision on an application, appeal or relief petition while a petition for a zoning amendment, application for a Conditional Use Permit, or plat application for the same land is pending and until such petition or application has been finally decided pursuant to procedures in Chapter 1 of the LDC.

Special Exception & Variance Flowchart



*If the request is approved, the owner or agent will have 180 days from the hearing date to obtain a building permit, if one is required.

2024 Development Application

Special Exception & Variance

Please answer these questions in order to assist Staff with the processing of your Special Exception or Variance request. Please use additional sheet(s), if necessary.

1. Fully describe the unique circumstances or peculiarities of the land or improvements in question that do not allow the desired use to conform to the provisions in the Ordinance and the intent.

2. Are there other locations on the property that could accommodate the use while still complying with the Ordinance and, if so, why have you chosen the proposed location?

NONE

2024 Development Application

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

DATE: _____

THE STATE OF TEXAS)

)

COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) * concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of _____, 20____

*(cross out the inapplicable phrase)

West Texas Spirits, LLC

1541 North 4th Street
Abilene, Texas 79601

The following information is provided to the City of Abilene to satisfy the request for an Operations Plan for Belt Buckle Distillery's location at 1082 to 1066 South 2nd Street. Downtown South property ID number **67006** includes lots **13-16**.

West Texas Spirits, LLC is an Abilene-owned and Abilene-based company; registered and licensed for operations by the U.S. Treasury Department (TTB) and the Texas Alcoholic and Beverage Commission (TABC).

Belt Buckle Distillery is Abilene's first and this region's only registered distillery.

Our Business

In considering the proposed business location, the City of Abilene is requested to study Belt Buckle Distillery's performance record at its previous location at 630 N. 5th Street. That location required a duplicate request for required zoning change and yields for the City's analysis a model business operation from 2019 through December of 2023. Belt Buckle Distillery will execute identical operations, in all aspects, at the South 2nd business location.

West Texas Spirits, LLC, the Distillery's owners, now calls to the attention of the city the reasons for moving from its previous address to the South 2nd location.

Though the business enjoyed an exceptional hospitality facility, the focus of the business has always been the manufacturing and sales of its produced spirits. Hospitality will continue to be a key feature of operations at the new location; however, an expanded production facility will allow dramatic increases in production for our distributor, Ben E. Keith Beverages. Further, the new location will facilitate an expansion of hospitality services in a historic, dedicated site that will enhance the area, be fully integrated into Abilene's tourism and hospitality industry. The new site will also offer capabilities of expanding in-house rectification and distillation processes that were impossible at the previous location.

With the appropriate zoning change from **CB** to **PD**, the South 2nd location offers new opportunity for Downtown Abilene, community enhancement and economic development.

Facilities and Improvements

The South 2nd location will be bifurcated into two distinct operations.

1066 South 2nd Street, a single-story building on the property's east side, is the dedicated Belt Buckle Distillery production facility. This single-story building is ideally formatted for production with full access to adequate City water lines for Belt Buckle Distillery's **required** water sprinkler fire suppression system.

1082 South 2nd Street, the three-story historic building on the property's west side, is Belt Buckle Distillery's hospitality facility. Constructed by the Independent Order of Odd Fellows before 1920, the historically-significant building will host Belt Buckle's popular Tasting Room on the first floor, meeting and activity areas on the second floor and administrative areas on the third floor.

In addition to enhancing the utility of all levels of the IOOF-Carpenter Building, significant improvement of the historic building's décor and attraction will create increased visitation by tourists to Abilene, increase regular utilization by community-based organizations and enhance perceptions of positive development in a historically under-frequented business area.

The building has been employed continuously as a bar/club venue since the early 1970s.

Belt Buckle Distillery's acquisition, rehabilitation and repurposing of the property will be an emphatic improvement to this area.

Operations Plan

Production activities will occur at the 1066 South 2nd property on a daily basis. The nature of those production activities will not be visible outside the facility; in fact, there has been, historically, no evidence of production activity to anyone outside the walls of Belt Buckle Distillery.

Operations at Belt Buckle Distillery has never been intentionally inconspicuous. That is simply the nature of our business and the distillery's production processes.

Primary permitted production activities are referred to as "**Rectifying**"; that is, the mixing, dilution, blending and re-distilling of spirits. The other production activity will

be primary and secondary "**Distilling**" of spirits. These processes include the fermentation of grains or juices followed by distillation to create products for either barrel aging or immediate dilution, bottling and packaging for licensed sales.

These production processes are skilled and labor-intense, however only require a handful (2 to 4) of trained professionals to ensure quality and product consistency.

It is imperative to emphasize that these processes are non-intrusive; segregated from neighboring businesses and totally compatible with existing neighborhood business.

Additionally, per discussions with the City of Abilene's Environmental Lab Program, there is keen awareness of regulations and specific discharge limitations. There is no anticipation of current or future concerns for such discharge issues. The Department has been informed that they will be aware of operations via regular updates and required reports.

When orders made by Ben E. Keith Beverages have been fulfilled, their staff drives to our facility in vans or mid-sized delivery vehicles and execute pick-up of cardboard-encased product. These product pick-ups are hand-stacked and managed without need for heavy transport, though this is an option for certain deliveries.

Ben E. Keith then facilitates delivery to package stores and secondary retailers.

Belt Buckle Distillery can, by Texas law, only sell its bottled products directly to customers who come to our Tasting Room. This is accomplished at the rate of four bottles per customer per month, certified by detailed documentation reviewed by TABC.

Tasting Room Operation

Belt Buckle Distillery's Tasting Room will rapidly become a tourism attraction for Abilene and a popular attraction for locals.

Though business hours may expand in the future, initial hours of operation for the Tasting Room will be Wednesday, Thursday and Friday from 4PM till 9PM and Saturdays from 2PM till 11PM. No bottle sales are permitted by Texas law after 9PM.

Unlike the dance halls, clubs and bars that defined the historic use of 1082 S. 2nd Street, Belt Buckle Distillery's Tasting Room is a marketing facility for the Distillery; a relaxed, low-key classic environment to enjoy Belt Buckle Distillery product, enjoy good company and great background music.

A further distinction of the Tasting Room operation is the fact that by Texas law, Belt Buckle Distillery can only sell products, including all mixed beverages, which Belt Buckle Distillery manufactures in-house.

Belt Buckle Distillery has established a tradition of quality, hospitality and a “Friendly Frontier” environment that is highly anticipated as we approach re-opening.

This outstanding location will attract audiences of both visitors and natives, who will discover this much-appreciated time-machine in the heart of Abilene.

1082 – 1066 South 2nd Street

ZONING NOTIFICATION RESPONSE FORM CASE : Z-2025-02

You may indicate your position on the zone change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. **All correspondence must be signed** and include your name and address. Please mail the response form to:

Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	CB	Your Name:	HILL RESOURCES INC	I am in favor of the request ☒
Requestor's Proposed Zoning:	PDD-192	Your Property Address:	234 CHESTNUT ST	
Requestor's Parcel ID:	67006	Your Parcel ID:	94835	I am opposed to the request ☐

Signature:

Larry L. Hill

JAN 2 AM10:49

REZONE REQUEST

Case: Z-2025-02

Owner: Loyd Ivester

Request: Rezone approximately 0.48 acres from Central Business (CB) to a Planned Development District (PDD-192).The purpose of this request is to allow for a distillery within Central Business (CB) zoning.

Location: 1066 S. 2nd Street

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: January 7, 2025

Council Hearing: January 23, 2025

February 13, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

N
W E
S

Legend

- Z-2025-02
- Courier Parcels
- Arterial
- Collector

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN CENTRAL BUSINESS ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

P	Funeral Home/ Mortuary/Morgue
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Storage - Self-Service Units
C	Tattoo Parlor*
P	Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – RETAIL USES:

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

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

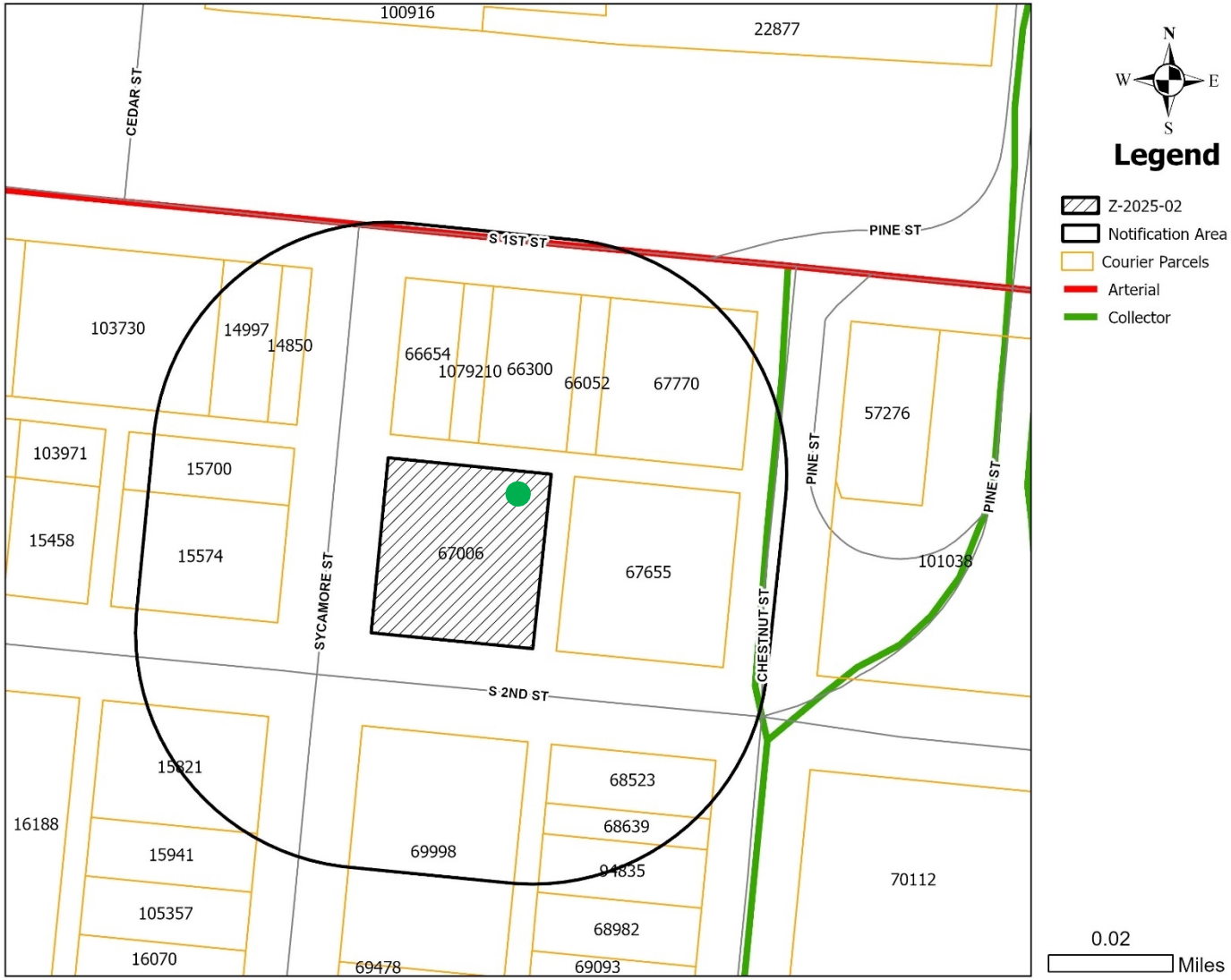
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Public Utility Facility

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval** subject to the Operation Plan submitted by the applicant.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Honorable Mayor and City Council Members**

FROM: **Robert Hanna, City Manager**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Collateral Assignment of Lancium, LLC and Abilene DC 1, LLC Tax Abatement Agreements to JP Morgan Chase Bank *(Robert Hanna)***

GENERAL INFORMATION

The City of Abilene, Texas entered into an Amended and Restated Tax Abatement Agreement and an Amended and Restated Second Tax Abatement Agreement (the "Abatement Agreements") each dated June 18, 2024, by and between the City of Abilene, Lancium LLC, and Abilene DC 1, LLC. Neither Lancium, LLC nor Abilene DC 1, LLC may assign their rights in the Abatement Agreements without the written consent of the City of Abilene.

Abilene DC 1 seeks to enter into a Collateral Assignment of City Tax Abatement Agreement (the "Collateral Assignment"), pursuant to which Abilene DC 1 will collaterally assign to JPMorgan Chase Bank, National Association ("JPMorgan") all of the right, title and interest of Abilene DC 1 in the Abatement Agreements, including the tax abatement granted therein, in connection with loan agreements entered into between JPMorgan and Abilene DC 1.

The City acknowledges that pursuant to the Collateral Assignment, JPMorgan will grant Abilene DC 1 the right to continue to receive the benefits and rights to which Abilene DC 1 is entitled under the Abatement Agreements, and that JPMorgan will not assume any obligations of Abilene DC 1 relating to the Abatement Agreements in connection with the Collateral Assignment, unless an Event of Default has occurred as defined by the Collateral Assignment and JP Morgan has exercised its rights under the Collateral Assignment to assume such rights and obligations.

Abilene DC 1, LLC and JP Morgan Chase Bank, National Association, have requested that the City acknowledge and consent to the Collateral Assignment.

SPECIAL CONSIDERATIONS

There is no financial detriment to the City to consent to the Collateral Assignment, and there is no good cause to not consent to the Collateral Assignment.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council give consent to the Collateral Assignment as described above, and authorize the City Manager to execute such consent.

BOARD OR COMMISSION RECOMMENDATION

On January 14, 2025, the Taylor County Commissioner's Court consented to a Collateral Assignment of their Tax Abatement Agreements with Lancium, LLC and Abilene DC 1, LLC.

ATTACHMENTS:

1. 2025 Resolution Collateral Assignment
2. Collateral Assignment
3. JPM - Flash - Assignment of City Tax Abatement Agreement (FF Draft 12_11_24) (1)
4. Collateral Assignment Property
5. 6-18-2024 - City of Abilene Amended Tax Abatement Agreement EXECUTED
6. 6-18-2024 - City of Abilene Amended Second Tax Abatement Agreement EXECUTED
7. Consent Collateral Assignment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT FOR COLLATERAL ASSIGNMENT BETWEEN ABILENE DC 1, LLC AND JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

WHEREAS, the City of Abilene, Texas entered into an Amended and Restated Tax Abatement Agreement and that certain Amended and Restated Second Tax Abatement Agreement (the "Abatement Agreements") each dated June 18, 2024, by and between the City of Abilene, Lancium LLC, and Abilene DC 1, LLC; and

WHEREAS, Lancium, LLC and Abilene DC 1, LLC may not assign their interest in the Abatement Agreements without the written consent of the City of Abilene; and

WHEREAS, Abilene DC 1 seeks to enter into that certain Collateral Assignment of City Tax Abatement Agreement (the "Collateral Assignment"), pursuant to which Abilene DC 1 will collaterally assign to JPMorgan Chase Bank, National Association ("JPMorgan") all of the right, title and interest of Abilene DC 1 in the Abatement Agreements, including the tax abatement granted therein, in connection with loan agreements entered into between JPMorgan and Abilene DC 1; and

WHEREAS, the City acknowledges that pursuant to the Collateral Assignment, JPMorgan will grant Abilene DC 1 the right to continue to receive the benefits and rights to which Abilene DC 1 is entitled under the Abatement Agreements, and that JPMorgan will not assume any obligations of Abilene DC 1 relating to the Abatement Agreements in connection with the Collateral Assignment, unless an Event of Default has occurred as defined by the Collateral Assignment and JP Morgan has exercised its rights under the Collateral Assignment to assume such rights and obligations; and

WHEREAS, Abilene DC 1, LLC and JP Morgan Chase Bank, National Association, have requested that the City acknowledge and consent to the Collateral Assignment; and

WHEREAS, the City of Abilene finds that there is no financial detriment to the City to consent to the Collateral Assignment, and that there is no good cause to not consent to the Collateral Assignment.

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

Part 1: That the City Council consents to the Collateral Assignment as described in the Whereas Clauses above, and does authorize the City Manager to execute the written consent to the Collateral Assignment.

Part 2: That this Resolution is effective immediately.

ADOPTED this 23rd day of January, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

[CITY LETTERHEAD]

January ____, 2025

JPMorgan Chase Bank, National Association
383 Madison Avenue, 8th Floor
New York, New York 10179
Attention: Simon B. Burce

Re: Collateral Assignment of Tax Abatement Agreement

To Whom It May Concern:

The City of Abilene, Texas ("City") has entered into that certain Amended and Restated Tax Abatement Agreement and that certain Amended and Restated Second Tax Abatement Agreement (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Abatement Agreements") dated June 18, 2024, by and between City, Lancium LLC, and Abilene DC 1, LLC ("Abilene DC 1").

The City acknowledges that Abilene DC 1 will enter into that certain Collateral Assignment of City Tax Abatement Agreement (the "Collateral Assignment") substantially in the form attached hereto as Exhibit 1, pursuant to which Abilene DC 1 will collaterally assign to JPMorgan Chase Bank, National Association ("JPMorgan") all of the right, title and interest of Abilene DC 1 in the Abatement Agreements, including the tax abatement granted therein, in connection with loan agreements entered into between JPMorgan and Abilene DC 1. The City acknowledges that pursuant to the Collateral Assignment, JPMorgan will grant Abilene DC 1 the right to continue to receive the benefits and rights to which Abilene DC 1 is entitled under the Abatement Agreements, and that JPMorgan will not assume any obligations of Abilene DC 1 relating to the Abatement Agreements in connection with the Collateral Assignment, unless an Event of Default has occurred as defined by the Collateral Assignment and JP Morgan has exercised its rights under the Collateral Assignment to assume such rights and obligations.

The City hereby acknowledges and consents to the Collateral Assignment. The City agrees to (i) give written notice to JPMorgan of any default under the Abatement Agreements at the addresses set forth for notice in Exhibit 1; (ii) allow JPMorgan to cure any such default in the manner set forth in the Abatement Agreement for cure of a default by Abilene DC 1; and (ii) permit JPMorgan to directly or indirectly succeed to the rights and interests of Abilene DC 1 under the Abatement Agreements in accordance with the terms of the Collateral Assignment and the Abatement Agreements.

CITY OF ABILENE, TEXAS

By: _____

Name: _____

Title: _____

EXHIBIT 1

COLLATERAL ASSIGNMENT OF TAX ABATEMENT AGREEMENT

COLLATERAL ASSIGNMENT OF CITY TAX ABATEMENT AGREEMENT

THIS **COLLATERAL ASSIGNMENT OF CITY TAX ABATEMENT AGREEMENT** (this "Assignment") dated January [__], 2025, is made by **ABILENE DC 1, LLC**, a Delaware limited liability company ("Assignor"), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179, in its capacity as administrative agent (together with its successors and assigns, "Administrative Agent") for the benefit of itself and the other lenders from time to time party to the Loan Agreement (as defined below) (together with their respective successors and assigns, collectively, "Lenders"; and, together with Administrative Agent, collectively, "Assignee").

WHEREAS, this Assignment is executed in connection with that certain Construction Loan and Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Assignor and Assignee pursuant to which the Assignee agreed to make a loan (the "Loan") to Assignor subject to the terms and conditions set forth therein and will be evidenced by the Note (as defined in the Loan Agreement, the "Note") and secured by a certain mortgage, deed of trust or similar security instrument given by Assignor to Administrative Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "Security Instrument"), encumbering the leasehold estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property") (the Loan Agreement, Note, Security Instrument and other documents securing the Loan, collectively, the "Loan Documents");

WHEREAS, as additional security for the Loan, Abilene DC Holdco LLC, a Delaware limited liability company ("Sole Member"), which is the owner of one hundred percent (100%) of the direct equity interest in Assignor (the "Pledged Collateral"), has granted to Administrative Agent, for the benefit of Lenders, pursuant to that certain Pledge and Security Agreement, dated as of the date hereof, by Sole Member in favor of Administrative Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "Pledge Agreement"), a first priority security interest in all of Sole Member's right, title and interest in, to and under the Pledged Collateral;

WHEREAS, reference is made to that certain (i) Amended and Restated Tax Abatement Agreement and (ii) Amended and Restated Second Tax Abatement Agreement (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Abatement Agreement") each by and between the CITY OF ABILENE, TEXAS (the "City"), Lancium LLC, a Delaware limited liability company and Assignor;

WHEREAS, the Abatement Agreement covers and applies to the Property;

WHEREAS, it is the parties' intent that this Assignment is an assignment only with regards to the Property; and

WHEREAS, the Abatement Agreement authorized various tax abatements and incentives in favor of Assignor (collectively, the "Tax Abatement"), subject to the terms of the Abatement Agreement. All words and phrases used in this Assignment with their initial letters capitalized shall have the meaning assigned to them in the Loan Agreement, unless such words and phrases are otherwise specifically defined herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows

1. Assignment. As security for the performance of all obligations of Assignor to the Assignee under the Loan Documents, Assignor hereby collaterally assigns and transfers to Assignee all of Assignor's

right, title and interest in the Abatement Agreement solely with respect to the Property, including the Tax Abatement for the benefit of Assignor pursuant to the Abatement Agreement for the development of the Property. This Assignment shall automatically become void and of no further force or effect upon performance in full of all of Assignor's Obligations under the Loan.

2. Representations and Warranties. Assignor represents and warrants that (a) a true, correct and complete copy of the Abatement Agreement is attached hereto as Exhibit B-1 and Exhibit B-2, (b) it has not assigned or granted a security interest in the Abatement Agreement to any Person other than Assignee; (c) its interest in the Abatement Agreement is not subject to any claims, set offs, encumbrances or deductions; (d) to Assignor's knowledge, the Abatement Agreement is in full force and effect, has not been modified, amended or assigned other than pursuant to this Assignment and constitutes the entire agreement between the City and Assignee with respect to the Tax Abatement; (e) it has not received written notice of default under the Abatement Agreement, and to Assignor's knowledge, no party thereto is in default under any of the terms, covenants or provisions of the Abatement Agreement and Assignor does not know of any event which, but for the passage of time or the giving of notice or both, would constitute an event of default under the Abatement Agreement; and (f) all covenants, conditions and agreements have been performed in all material respects as required by the Abatement Agreement by all parties thereto, except those which are not due to be performed until after the date of this Assignment.

3. No Assumption By Assignee and Assignor's Covenants. Neither this Assignment nor any action or actions on the part of Assignee shall constitute an assumption of any obligations on the part of Assignee under the Abatement Agreement, and Assignor shall continue to be liable for all obligations thereunder for so long as Assignor's rights to continue to receive the benefits of, and exercise the rights under the Abatement Agreement remain. However, once an Event of Default has occurred, and if Assignee exercises its rights hereunder to withdraw the benefits conditionally retained by Assignor in Section 5 from Assignor, then Assignee shall be responsible for Assignor's obligations under the Abatement Agreement with respect to the Property. To the extent that Assignor's rights under Section 5 below have not been revoked, Assignor hereby agrees to punctually perform any and all obligations it may have under the Abatement Agreement, use commercially reasonable efforts to take such steps as may be necessary or appropriate to secure performance by all parties of their obligations under the Abatement Agreement and not to amend, modify, repeal, replace, restate, assign or terminate with or without cause, the Abatement Agreement, without the express written consent of Assignee. Assignee may, at its option, but shall not be obligated to, after written notice and reasonable opportunity to cure to Assignor, perform or discharge any obligation of Assignor under the Abatement Agreement, at Assignor's reasonable expense, in the event that Assignor fails to do so beyond any applicable grace, notice and/or cure periods under the Abatement Agreement. Assignor agrees to indemnify and hold Assignee harmless against and from any loss, cost, liability or expense (including without limitation all reasonable attorneys' and accountants' fees and expenses, court costs and investigation expenses) resulting from any failure of Assignor to perform its obligations under the Abatement Agreement beyond any applicable grace, notice and/or cure periods under the Abatement Agreement.

4. Benefits Conditionally Retained by Assignor. Assignee hereby grants Assignor the right to continue to receive the benefits of, and exercise the rights under the Abatement Agreement, in each case pursuant to and in accordance with the terms of the Loan Documents; provided, however, following the occurrence and during the continuance of an Event of Default, such rights may be revoked at any time at the option of Assignor.

5. Action By Assignee Following Default. Assignee shall have the right at any time during the existence of an Event of Default (but shall have no obligation), once foreclosure proceedings under that certain Security Instrument executed as of the date hereof in connection with the Loan have been commenced by Assignee or the acceptance of a deed or assignment in lieu of foreclosure or otherwise or

the transfer of the Pledged Collateral through any enforcement action or proceeding, and after prior written notice to Assignor, to (i) foreclose on the security interest granted herein in the Abatement Agreement and succeed in the rights of Assignor under the Abatement Agreement, provided that Assignee shall agree to assume and be bound by the terms of the Abatement Agreement as they apply to Assignor, or (ii) foreclose on Assignor's rights to the Tax Abatement (to the extent that the applicable conditions to the Tax Abatement have been met) without assuming Assignor's obligations under the Abatement Agreement. Assignee shall incur no liability if any action taken by it or on its behalf pursuant to this Assignment (including any action when Assignee is deemed a mortgagee in possession) shall prove to be in whole or in part inadequate or invalid, unless due to Assignee's gross negligence or willful misconduct; and Assignor agrees to indemnify and hold Assignee free and harmless from and against any loss, costs, liability or expense (including but not limited to reasonable attorneys' and accountants' fees and expenses, court costs and investigation expenses) in connection with its actions hereunder (including any actions when Assignee is deemed a mortgagee in possession), unless due to Assignee's gross negligence or willful misconduct. **ASSIGNOR'S OBLIGATION TO SO INDEMNIFY ASSIGNEE SHALL INCLUDE INDEMNIFICATION FOR ANY OF SUCH MATTERS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ASSIGNEE OR ANY OFFICER, DIRECTOR, EMPLOYEE, SHAREHOLDER, CONTRACTOR OR AGENT OF ASSIGNEE.**

6. **Power of Attorney**. Assignor hereby irrevocably constitutes and appoints Assignee its true and lawful attorney-in-fact, in Assignee's name or in Assignor's name, or otherwise, during the continuance of an Event of Default by Assignor hereunder or under any of the other Loan Documents, to exercise all of the rights of Assignor under the Abatement Agreement. It is hereby recognized that the power of attorney herein granted is coupled with an interest and shall not be revocable so long as any of the Obligations are outstanding.

7. **Notices**. (a) All notices, elections, consents, approvals, requests and demands required or permitted hereunder shall be given in writing (whether or not such written notice is expressly required hereunder) and shall be effective for all purposes if sent by (i) hand delivery against receipt, or (ii) certified or registered United States mail, postage prepaid, return receipt requested or (iii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, addressed as follows (or at such other address and Person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section 7)::

If to Assignor: c/o Blue Owl Real Estate Capital LLC
30 N. LaSalle Street, Suite 4140
Chicago, Illinois 60602
Attention: Asset Management
Email: RealEstateAM@blueowl.com

with a copy to: Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attention: Kimberly L. McGrath, P.C.
Email: kimberly@mcgrath@kirkland.com

If to Assignee: JPMorgan Chase Bank, National Association
383 Madison Avenue, 8th Floor
New York, New York 10179
Attention: Simon B. Burce

with a copy to: JPMorgan Chase Bank, National Association
383 Madison Avenue, 8th Floor
New York, New York 10179-0001
Attention: Gisella Leonardis

and to: Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Michael Vines, Esq

If to the City: [_____]
[_____]
[_____]

All notices, elections, consents, approvals, requests and demands under this Assignment shall be effective and deemed received upon the earliest of (i) the actual receipt of the same by personal delivery, (ii) one (1) Business Day after being deposited with a nationally recognized overnight courier service as required above, or (iii) three (3) Business Days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, election, request, or demand sent. Notices and other communications to Administrative Agent or any Lender may be delivered or furnished by using Electronic Systems pursuant to procedures approved by Administrative Agent. Either Administrative Agent or Assignee may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications

8. **Binding Effect**. This Assignment shall be binding upon Assignor and Assignor's heirs, executors, administrators, legal representatives, successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns, including without limitation any purchaser upon foreclosure of the lien and security interests created by the deed of trust or mortgage or any other Loan Document securing payment of the Loan, or under a deed in lieu of such foreclosure and any receiver in possession of the Property. Assignee may reassign its right, title and interest in and to the Abatement Agreement in whole or in part, to any person or entities succeeding to Assignee's or the Assignor's interest in the Loan or the Property, in Assignee's sole discretion without any requirement for the Assignor's consent, and any such reassignment shall be valid and binding upon Assignor as fully as if Assignor had expressly approved the same.

9. **GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment is hereby executed as of the date first written above.

ASSIGNOR:

ABILENE DC 1, LLC,
a Delaware limited liability company

By: _____
Name: Kevin Halleran
Title: Authorized Representative

ASSIGNEE:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association chartered under the laws of the United States of America, as Administrative Agent

By: _____
Name: Simon B. Burce
Title: Executive Director

CONSENT

By its execution hereof, the City acknowledges and consents to this Assignment, and that it has been advised that the Pledged Collateral has been pledged to Administrative Agent for the benefit of Lenders in connection with the Loan. Furthermore, the City shall: (i) give written notice to Assignee of any default by Assignor under the Abatement Agreement at the address of Assignee set forth herein; (ii) give Assignee a reasonable opportunity to cure any such default pursuant to the terms of the Abatement Agreement; and (iii) permit Assignee to directly or indirectly succeed to the rights and interests of Assignor under the Abatement Agreement in accordance with (and subject to) the terms of this Assignment and the Abatement Agreement.

CITY:

CITY OF ABILENE
a Texas home-rule municipality

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A

PROPERTY

Exhibit B -1

AMENDED AND RESTATED TAX ABATEMENT AGREEMENT

[Attached.]

EXHIBIT B-2

SECOND AMENDED AND RESTATED TAX ABATEMENT AGREEMENT

[Attached.]

Exhibit B

[Legal Description of Leased Premises]

BEING a 94.963 acre (4,136,585 square foot) tract of land situated in Section 54, Block 16, T&P RR Co. Survey, Abstract No. 1143 and Section 23, Wilson W. Sills Survey, Abstract No. 232, Taylor County, Texas, and being a portion of a called 285.90 acre tract of land described as Tract 2 in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2021-25949 of the Official Public Records of Taylor County, Texas, and also being a portion of a called 25.01 acre tract of land described in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2022-15428 of said Official Public Records of Taylor County, Texas, said 94.963 acre (4,136,585 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "SHEPPARD" found for the southeast corner of said 285.90 acre tract of land, said 1/2 inch iron rod with cap stamped "SHEPPARD" also being in the west line of said 25.01 acre tract of land; THENCE North 00 degrees 37 minutes 29 seconds East, with the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, a distance of 145.27 feet to the POINT OF BEGINNING of the herein described 94.963 acre (4,136,585 square foot) tract of land;

THENCE North 90 degrees 00 minutes 00 seconds West, over and across said 285.90 acre tract of land, a distance of 2,561.65 feet to a point for corner, from which a 3/8 inch iron rod with cap stamped "GEOTEX" found for a reentrant corner of said 285.90 acre tract of land bears North 83 degrees 15 minutes 52 seconds West, a distance of 1,474.05 feet;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 677.02 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 414.28 feet to a point for corner;

THENCE North 71 degrees 52 minutes 45 seconds East, a distance of 281.24 feet to a point for corner;

THENCE South 20 degrees 07 minutes 02 seconds East, a distance of 534.35 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, passing at a distance of 1,449.30 feet, the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, from which a point for the common most easterly northeast corner of said 285.90 acre tract of land and the northwest corner of said 25.01 acre tract of land bears North 00 degrees 37 minutes 29 seconds East, a distance of 756.17 feet, from said point a 3/8 inch iron rod found for reference bears North 00 degrees 37 minutes 29 seconds East, a distance of 0.47 feet, continuing over and across said 25.01 acre tract of land, in all, a distance of 1,618.96 feet to a point for corner; Active 118248689.6

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 185.41 feet to the **POINT OF BEGINNING** and containing 4,136,585 sq

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

AMENDED AND RESTATED TAX ABATEMENT AGREEMENT

This Amended and Restated Tax Abatement Agreement (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality, a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC,** a Delaware limited liability company (the "Developer"), and **ABILENE DC 1, LLC,** a Delaware limited liability company (the "Lessee") (each a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer and City previously entered into that certain *Tax Abatement Agreement* dated December 21, 2021 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend and restate the Original Agreement as set forth herein; and

WHEREAS, City has previously (i) adopted a resolution stating that the City elects to be eligible to participate in tax abatements, and (ii) adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, the Abatement Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City and are consistent with Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, Developer owns an approximately 875-acre tract or tracts of land more or less, located within the City of Abilene, Taylor County, Texas described and/or depicted in **Exhibit "A"** attached hereto and incorporated herein for all purposes (hereinafter referred to as "Land") located within Reinvestment Zone No. RZ21-1, City of Abilene (the "Zone"). Further, Developer and Lessee plan to make certain repairs and or improvements to the Land, and locate certain taxable personal property, including inventory and supplies on said Land; and

WHEREAS, Developer has leased a portion of the Land to Lessee, which portion is more particularly described in **Exhibit "B"** (hereinafter defined as the Leased Premises; and

WHEREAS, Lessee intends to construct the Facility (hereinafter defined) and locate New Tangible Personal Property (hereinafter defined) to the Leased Premises at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value of the Land and improvements to the Land including the Facility and to abate ad valorem taxes of the taxable value of Tangible Personal Property added to

the Land located thereon after the execution of this Agreement; and

WHEREAS, the amendment and restatement of the Original Agreement is authorized and permitted under the Original Agreement and Section 312.208(a) of the Texas Tax Code; and

WHEREAS, the Parties acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial or industrial economic and employment base of the City thereby benefiting the City in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree that the Original Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Amended and Restated Tax Abatement Agreement, authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"Base Year Taxable Value" shall mean the Taxable Value for the Land for the year in which the Tax Abatement Agreement is executed (2024).

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements and/or the Facility, as the case may be, on the Land; (ii) all necessary permits for the construction of the Improvements and/or the Facility, as the case may be, on the Land pursuant to the respective plans therefore having been issued by

all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements or the Facility, as the case may be, has commenced.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements and/or Facility, as the case may be; and (ii) with respect to the Facility the City has issued a certificate of occupancy for the minimum of 100,000 square feet of commercial space therein, and with respect to the Improvements, the City has issued a final inspection or verified completion of the Improvements.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77380 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" mean the last date of the execution hereof.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement for the Facility and ending nine (9) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the later of the tenth (10th) anniversary of the First Year of Abatement for the Improvements: and March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement for the Facility.

"Facility" means at a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of permanent commercial space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Premises.

"First Year of Abatement" means: (A) with respect to the Facility the first tax year that begins after the date of issuance of a certificate of occupancy by the City for the minimum commercial space component of the Facility; (B) with respect to the Improvements and Tangible Personal Property added to the Improvements, the first year that begins after the date the City has issued a final inspection or verified Completion of Construction for the Improvements; (C) with respect to New Tangible Personal Property the first tax year that begins following the date of the installation of New Tangible Personal Property at the Leased Premises .

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods-in-Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions"

mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave, and earning an average wage of $57,600.00 per year, with full benefits such as health care, 401(k) matching and potential equity incentives which would cause the average incurred amount for Full-Time Equivalent Employment Positions to be $72,000.00 per year.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean a substation and other electrical infrastructure improvements to be constructed by Developer on the Land.

"Land" mean an approximately 875 -acre more or less tract or tracts of land located within the City of Abilene, Taylor County, Texas generally described and/or depicted in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes.

"Lease" means a lease for the Leased Premises.

"Lease Inception Date" means the date the term of the Lease commences.

"Leased Premises" means the land leased by Developer to Lessee described in **Exhibit B**, to the extent included in Reinvestment Zone No. RZ21-1.

"Lessee" means Abilene DC 1, LLC, a Delaware limited liability company, and its successors and permitted assigns.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at the Facility by the Appraisal District for appraisal purposes listing either the Lessee or its permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee and or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Premises" collectively means the Land, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

SECTION 3. Property Subject to Tax Abatement.

3.1 The Land subject to this Agreement is located within the Zone. Developer is the owner of the Land which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Premises to Lessee. Lessee has entered into the Lease, intends to construct the Facility on the Leased Premises, and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Premises.

3.2 The Premises are not an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

3.4 The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

3.5 Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each term of the Agreement.

3.6 The Land, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

3.7 The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the tax year in which this Agreement is executed.

3.8 This Agreement is conditioned upon Developer constructing the Improvements and Lessee constructing the Facility. As a condition precedent to the initiation of the tax abatement pursuant to this Agreement, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Improvements to occur on or before August 31, 2024, and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur on or before June 30, 2026, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). As a condition precedent to the initiation of the tax abatement pursuant to this Agreement, Lessee agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Facility to occur on or before August 31, 2024 and subject to events of Force Majeure to cause Completion of Construction of the Facility to occur

on or before June 30, 2026, as good and valuable consideration for this Agreement, and that all construction of the Facility will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

As a condition for this Agreement, Developer and Lessee each agree to the following:

(a) **Minimum Expenditure.** Developer and Lessee each covenant and agree the repairs and improvements to the Land, including the construction of the Facility and the Improvements, the Tangible Personal Property added to and located on the Land, and the New Tangible Personal Property located at the Facility and Improvements, shall exceed **Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00)** (with a target investment amount of as much as **Five Hundred Million and No/100 Dollars ($500,000,000.00))** by **March 31, 2026**. Further, Developer and Lessee each covenant and agree to submit to the City receipts or other documentation of said improvements or repairs on or before **June 30, 2026.**

(b) **Minimum Square Footage of Commercial Space.** Lessee covenants and agrees the Facility shall include a minimum **One Hundred Thousand (100,000)** square foot permanent commercial space. Lessee covenants and agrees to receive a certificate of occupancy from the City for a minimum of one hundred thousand (100,000) commercial square feet of space for the Facility on or before **June 30, 2026**.

(c) **Minimum Taxable Assessed Value.** Lessee covenants and agrees the Facility constructed on the Leased Premises and the Tangible Personal Property added to the Leased Premises shall have a minimum Taxable Value of **Two Hundred Million and No/100 Dollars ($200,000,000.00)** over a five year rolling average during the Term of this Agreement (with the beginning of the first five-year rolling average to be concurrent with the beginning of the First Year of Abatement for the Facility).

(d) **Job Creation and Retention.** Lessee covenants and agrees on or before **December 31, 2026**, and continuing during the Term of this Agreement to employ and maintain or to cause its tenants to the Facility to employ and maintain a minimum of Fifty-Seven (57) Full-Time Equivalent Employment Positions working at the Leased Premises. Lessee covenants and agrees beginning on **February 1, 2027**, and continuing during the Term of this Agreement, Lessee shall deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1, 2027**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Separated Contracts**. Developer and Lessee (and their successor and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the

purchase of materials and equipment to be incorporated into or added to the Improvements and Facility, and (ii) contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into or added to the Improvements and the Facility. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors to use Separate Contracts for the purchase of materials and equipment to be incorporated into or added to the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into or added to the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into or added to the Improvements and the Facility.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of the Land, Improvements, and any Tangible Personal Property owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement. The foregoing percentage of Taxable Value of the Land and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Land and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of the Facility for a period of ten (10) consecutive years, beginning with the First Year of Abatement. The foregoing percentage of Taxable Value of the Facility subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Facility that exceeds the Base Year Taxable Value.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Premises at the Facility as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Premises at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement for the Facility then Lessee and its permitted assigns would be eligible to receive tax

abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the respective First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer and Lessee each agree that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Land consistent with the requirements set forth herein. Developer and Lessee each agree that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Land, the Improvements, the Facility, and the Leased Premises shall be limited in its use to commercial or industrial uses consistent with the City's development goals, which is the encouraging of development or redevelopment of the Zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default**. In the event: (i) either Developer or Lessee fail to cause Commencement or Completion of Construction of the Improvements and/or the Facility in accordance with this Agreement; (ii) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (iii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iv) either Developer or Lessee breach any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement, shall be recoverable against the Defaulting Party (the "Recapture Amount") and shall constitute a tax lien against the property of the Defaulting Party, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Property") in writing, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default. If the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City may extend the period in which the default must be cured.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement with respect to the Defaulting Party by providing written notice to the Defaulting Party.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full taxable value of the Land, the Improvements, the Facility, the Tangible Personal Property and the New Tangible Personal Property, as the case may be, without tax abatement for the years for which tax abatement hereunder was received by the Defaulting Party, as determined by the central appraisal district, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(e) **Force Majeure.** Regardless of anything contained herein to the contrary, the failure of Developer and/or Lessee to satisfy its minimum Three Hundred Fifty Million ($350,000,000) capital investment on or before March 31, 2026 shall not be considered an event of default as defined in this **Section 6** if, due to Force Majeure, the capital investment actually provided is less than Three Hundred Fifty Million ($350,000,000). The following are considered force majeure events: (a) acts of God; (b) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Developer or Lessee; (c) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (d) the action, judgment or decree of any court; (e) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, explosions, or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, or labor disputes, or (f) any other cause (except financial), whether similar or dissimilar, over which Developer and/or Lessee has no reasonable control and which forbids or prevents performance. Developer or Lessee shall give notice within fifteen (15) days of any force majeure event to the City, stating the period of time the occurrence is expected to continue. Developer or Lessee shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Developer and/or Lessee shall resume the performance of its

obligations under this Agreement as soon as reasonably practicable after removal of the cause, but in no event shall the obligations or either Developer and/or Lessee, cumulatively during the term of the Agreement, be suspended for more than 90 days, unless longer extension is approved by the City in writing.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Land, the Improvements, the Leased Premises, the Facility and to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

If either Developer or Lessee fails to comply with this Agreement, the Parties agree that the City may cancel or modify this Agreement with respect to only that Party; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. This Agreement may only be amended, altered, or revoked by written instrument signed by the City, Developer and Lessee. Notwithstanding the foregoing, the Parties recognize and agree that (i) Developer may enter into other agreements (including leases) with other parties relating to the portion of the Land that does not include the Leased Premises; (ii) Developer and City may, without Lessee's consent, enter into tax abatement or other agreements relating to the portion of the Land described in the preceding clause (i); and (iii) should Developer and City determine that an amendment to this Agreement or an assignment of any portion of Developer's rights and obligations under this Agreement is necessary to effectuate any agreement described in the preceding clause (ii), and such amendment or assignment does not apply to the Leased Premises or otherwise alter Lessee's rights or obligations under this Agreement, Lessee shall consent to and execute such amendment or assignment if requested by Developer and City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to consent to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** This Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Land and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City. Notwithstanding the foregoing Lessee may assign its rights and obligations under this Agreement in whole or in part to a new owner, lessee, tenant or an affiliate or financing joint venture in which Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property provided such assignee expressly assumes the obligations and liabilities of the Lessee relating to such assigned rights in writing in a form reasonably approved by the City. Notwithstanding the foregoing, Lessee may assign this Agreement in whole or in part with regard to Tangible Personal Property and or New Tangible Personal Property to tenant or sublessee of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at the Facility.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer, and/or Lessee each understand that each Party must annually file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agree to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City: City of Abilene, Texas

P.O. Box 60
555 Walnut Street
Abilene, Texas 79604
Attn: Robert Hanna, City Manager

If to Developer:

Lancium LLC
9950 Woodloch Forest Drive
Suite 1600
The Woodlands, TX 77380
Attn: Keith Sigale, General Counsel

If to Lessee:

Abilene DC 1, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoeenergy.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and/or Lessee each certify that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee are not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer or Lessee, as the case may be each verifies that such Party does not boycott Israel

and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that neither Developer nor Lessee are on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (10) fulltime 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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (10) fulltime 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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees.** In connection with this Agreement, the City agrees to waiver applicable building permit fees related to the Premises, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer and/ or Lessee has submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: Robert Hanna
Robert Hanna, City Manager

Date Signed: June 17, 2024

ATTEST:

Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By:
Michael McNamara
Chief Executive Officer

Date Signed: June 18, 2024

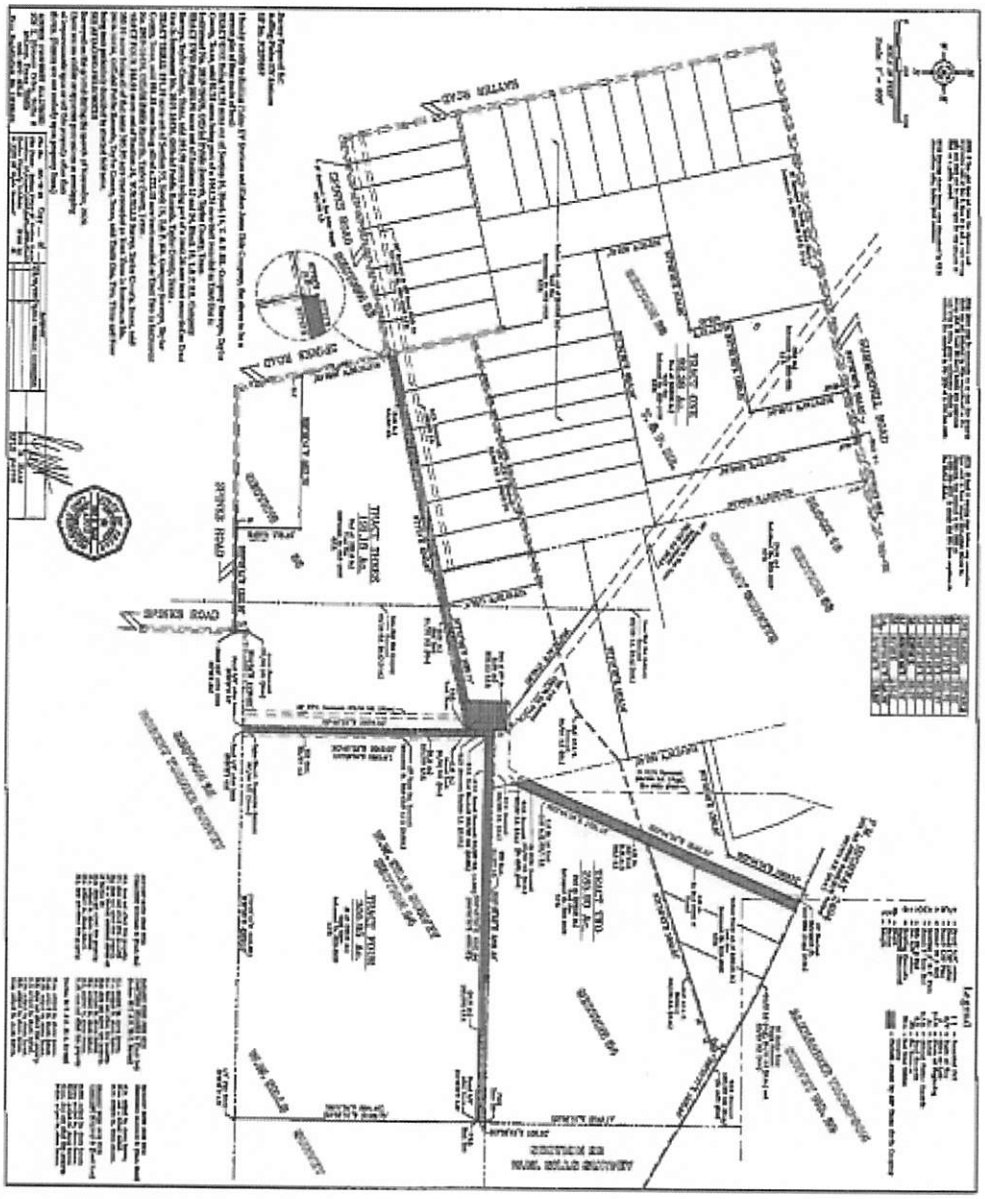
LESSEE:

ABILENE **DC 1, LLC**
A Delaware Limited Liability Company

By:
Name: Amey Sally
Title: General Counsel
Date Signed: June 18, 2024

Exhibit A

[Legal Description and Depiction of Land]



FIELD NOTES
92.38 ACRES
TRACT ONE

BEING 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a point in Summerhill Road for the northeast comer of this tract, whence the northeast comer of said Section 23 bears N77°32'20"E 520.0 feet;

THENCE S12°20'57"E at 35.0 feet pass a 3/8" rebar found on the south side of Summerhill Road and continue along for a total distance of 2596.98 feet to a 3/8" rebar found for the southeast corner of this tract;

THENCE S77°32'20"W 2815.52 feet to a 3/8" rebar found for the southwest comer of this tract;

THENCE Nl2°03'W 902.91 feet to a 3/8" rebar found for the most westerly northwest comer of this tract;

THENCE N77°32'20"E 1164.98 feet to a 3/8" rebar found for an interior comer of this tract;

THENCE Nl2°27'42"W 498.05 feet to a 3/8" rebar found for an interior corner of this tract;

THENCE N77°32'20"E 1092.61 feet to a 3/8" rebar found for an interior corner of this tract;

THENCE Nl2°27'40"W at 1162.61 feet pass a 3/8" rebar found on the south side of Summerhill Road and continue along for a total distance of 1196.04 feet to a point in said road on the NBL of said Section 23 for the most northerly northwest comer of this tract;

THENCE N77°32'20"E 556.53 feet along Summerhill Road and the NBL of said Section 23 to the place of beginning and containing 92.38 acres of land.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File# 374-75-20-92.38ac Tract One
Firm Registration No. 10194134

FIELD NOTES
285.90 ACRES
TRACT TWO

BEING 285.90 acres out of Sections 53 and 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the southeast corner of said Section 54, the southeast corner of said 1042.26 acre tract and the northeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the southeast corner of this tract;

THENCE N88°48'52"W 4661.40 feet along the SBL of said 1042.26 acre tract to a 3/8" rebar found on the EBL of a 3.91 acre tract recorded as Second Tract in Volume 511, Page 371, Deed Records, Taylor County, Texas at the northwest corner of Section 24, W.W. Sills Survey, Taylor County, Texas and the northwest corner of said 18.33 acre tract for the most southerly southwest comer of this tract;

THENCE NI 028'E 150.0 feet to a 1/211 rebar found at the northeast corner of said 3.91 acre tract and the east comer of a 0.334 acre tract recorded in Volume 3072, Page 223, Official Public Records, Taylor County, Texas for an interior comer of this tract;

THENCE N88°55'25"W 158.79 feet to a 3/8" rebar set on the NBL of said 0.334 acre tract for most westerly southwest comer of tis tract;

THENCE N52°32'42"W 1742.90 feet to a 3/8" rebar set on the SBL of a 16.14 acre tract recorded in Instrument No. 2016-12702, Official Public Records, Taylor County, Texas for the most westerly northwest comer of this tract;

THENCE N77°56'37"E 1910.50 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

THENCE NI2°47'37"W 920.86 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior comer of this tract;

THENCE N77°08'36"E 1380.96 feet to a 3/8" rebar found for an interior comer of this tract;

THENCE N23°44'34"E 1003.12 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404 (right-of-way Varies) for the most northerly northwest comer of this tract;

THENCE S65°27'18"E 155.02 feet along the SBL ofF.M. Highway 2404 to a 3/8" rebar found at the northwest comer of a 4.02 acre tract (no deed found of record);

THENCE S23°44'34"W 3542.43 feet to a 3/8" rebar found at the southwest comer of a 2.07 acre, more or less, tract recorded as 1st Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

THENCE S12°26'15"E 211.75 feet to a 3/8" rebar found at the southeast comer of said 2.07 acre, more or less, tract;

THENCE N23°44'34"E 1781.18 feet to a 3/8" rebar found on the EBL of a 4.25 acre, more or less, tract recorded as 2nd Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

THENCE to 3/8" rebars found as follows:
N71°52'45"E 1960.50 feet;
N72°35'08"E 420.97 feet;
N65°37'46"E 57.23 feet;
N48°27'56"E 60.08 feet;
N36°5 l 'E 68.07 feet;

THENCE N30°00'40"E 80.76 feet to a 3/8" rebar found on the SBL ofF.M. Highway 2404;

THENCE S59°22'27°E 1032.68 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found on the EBL of said Section 54 for the northeast comer of this tract;

THENCE S0°36'51"W 2346.17 feet along the EBL of said Section 54 to the place of beginning and containing 285.90 acres ofland.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File# 374-75-20-285.90ac T-2
Firm Registration No. 10194134

FIELD NOTES
191.18 ACRES
TRACT THREE

BEING 191.18 acres out of Section 55, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the northeast comer of said Section 55 and the northeast comer of said 222.18 acre tract for the northeast corner of this tract;

THENCE S0°40'23"W 2678.52 feet to a point on the NBL of Section 25, Robert Tu.mer Survey, Taylor County, Texas at the most easterly southeast corner of said Section 55 and the most easterly southeast comer of said 212.18 acre tract for the most easterly southeast comer of this tract, whence a 3/8" rebar found bears S0°40'23"W 0.7 feet;

THENCE N88°59'W 1130.03 feet along the SBL of said Section 55 to a 3/8" rebar found at the northwest corner of said Section 25 for an interior corner of this tract;

THENCE S1°02' 08"W 126.50 feet to a point in an ell corner of Spinks Road on the EBL of said Section 55 for the most southerly southeast comer of this tract, whence a 3/8" rebar found bears S52°48'E 18.9 feet;

THENCE N89°29' 41"W 1222.50 feet to a point in Spinks Road at the southeast corner of a 31.0 acre tract recorded in Instrument No. 2020-1334, Official Public Records, Taylor County, Texas for the most southerly southwest comer of this tract;

THENCE North at 30 feet pass a 3/8" rebar found on the north side of Spinks Road and continue along for a total distance of 775.49 feet to a 3/8" rebar found at the northeast corner of said 31.0 acre tract for an interior corner of this tract;

THENCE N89°29' 41"Wat 1796.95 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 1827.75 feet to a point in said Road at the northwest corner of said 31.0 acre tract for the most westerly southwest corner of this tract;

THENCE Nl2°32'04"W 1059.02 feet along the WBL of said 212.18 acre tract to a 60-d nail found in Spinks Road for the northwest corner of said Section 55, the northwest comer of s said 222.18 acre tract and the northwest corner of this tract;

THENCE N77°57'E along the NBL of said Section 55 and the NBL of said 222.18 acre tract at 16.7 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 4543.67 feet to the place of beginning and containing 191.18 acres ofland.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712

File# 374-75-20-191.18ac T-3
Firm Registration No. 10194134

FIELD NOTES
305.95 ACRES
TRACT FOUR

BEING 305.95 acres out of Section 24, W.W.SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019- 16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a point at the most easterly southeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the northeast corner of this tract, whence a 3/8" rebar bears N88°48'52"W 0.36 feet and a 1/2" rebar found on the NBL of said Section 24 at the southeast comer of Section 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas bears N0°36'51"E 100.10 feet;

THENCE S0°36'51"W 2899.73 feet to a point on the SBL of said Section 24 for the southeast corner of this tract, whence a 1/4" pipe found bears S0°36'51"W 1.72 feet;

THENCE N88°59'W 4589.17 feet along the SBL of said Section 24 to a point at the most southerly southeast comer of said 18.33 acre tract for the southwest comer of this tract, whence a 3/8" rebar found bears S0°45'32"W 0.34 feet;

THENCE N0°45'32"E 2913.05 feet to a 3/8" rebar set for the northeast comer of this tract;

THENCE S88°48'52"E 4581.94 feet to the place of beginning and containing 305.95 acres of land.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File# 347-63-19-305.95ac Tract4
Firm Registration No. 10194134

Exhibit B

[Legal Description of Leased Premises]

BEING a 94.963 acre (4,136,585 square foot) tract of land situated in Section 54, Block 16, T&P RR Co. Survey, Abstract No. 1143 and Section 23, Wilson W. Sills Survey, Abstract No. 232, Taylor County, Texas, and being a portion of a called 285.90 acre tract of land described as Tract 2 in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2021-25949 of the Official Public Records of Taylor County, Texas, and also being a portion of a called 25.01 acre tract of land described in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2022-15428 of said Official Public Records of Taylor County, Texas, said 94.963 acre (4,136,585 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "SHEPPARD" found for the southeast corner of said 285.90 acre tract of land, said 1/2 inch iron rod with cap stamped "SHEPPARD" also being in the west line of said 25.01 acre tract of land; THENCE North 00 degrees 37 minutes 29 seconds East, with the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, a distance of 145.27 feet to the POINT OF BEGINNING of the herein described 94.963 acre (4,136,585 square foot) tract of land;

THENCE North 90 degrees 00 minutes 00 seconds West, over and across said 285.90 acre tract of land, a distance of 2,561.65 feet to a point for corner, from which a 3/8 inch iron rod with cap stamped "GEOTEX" found for a reentrant corner of said 285.90 acre tract of land bears North 83 degrees 15 minutes 52 seconds West, a distance of 1,474.05 feet;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 677.02 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 414.28 feet to a point for corner;

THENCE North 71 degrees 52 minutes 45 seconds East, a distance of 281.24 feet to a point for corner;

THENCE South 20 degrees 07 minutes 02 seconds East, a distance of 534.35 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, passing at a distance of 1,449.30 feet, the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, from which a point for the common most easterly northeast corner of said 285.90 acre tract of land and the northwest corner of said 25.01 acre tract of land bears North 00 degrees 37 minutes 29 seconds East, a distance of 756.17 feet, from said point a 3/8 inch iron rod found for reference bears North 00 degrees 37 minutes 29 seconds East, a distance of 0.47 feet, continuing over and across said 25.01 acre tract of land, in all, a distance of 1,618.96 feet to a point for corner; Active 118248689.6

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 185.41 feet to the **POINT OF BEGINNING** and containing 4,136,585 sq

THE STATE OF TEXAS §
§
COUNTY OF TAYLOR §

AMENDED AND RESTATED
SECOND TAX ABATEMENT AGREEMENT

This Amended and Restated Second Tax Abatement Agreement (this "Agreement") is entered into by and among the **CITY OF ABILENE, TEXAS**, a Texas home-rule municipality, a Texas political subdivision (hereinafter referred to as "City"), **LANCIUM LLC** , a Delaware limited liability company (the "Developer"), and ABILENE DC 1, LLC, a Delaware limited liability company (the "Lessee") (each a "Party" or collectively the "Parties") acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, on or about December 17, 2021, the City and Developer entered into an initial tax abatement agreement (the "Initial Tax Abatement Agreement") concerning certain real property and tangible personal property; and

WHEREAS, the Developer and the City previously entered into that certain *Second Tax Abatement Agreement* dated December 21, 2021 (the "Initial Second Agreement") for the purpose of abating property tax on improvements and tangible personal property to be added after the end of the full term of the Initial Tax Abatement Agreement; and

WHEREAS, the Parties entered that certain Amended and Restated Tax Abatement relating to the Initial Tax Abatement Agreement dated as of the approximate date hereof (the "Amended and Restated Initial Tax Abatement Agreement"); and

WHEREAS, the Parties desire to enter into this Amended and Restated Second Tax Abatement Agreement concerning any new real property improvements to be constructed and tangible personal property to be added after the end of the Term of the Amended and Restated Initial Tax Abatement Agreement (as such Term is defined therein); and

WHEREAS, Developer owns the Land (as defined herein) located within Reinvestment Zone No. RZ21-1, City of Abilene (the "Zone"), and Developer and Lessee plan to make certain repairs or improvements to the Improvements and the Facility, construct new improvements and additions on the Land, , and locate certain taxable personal property, including inventory and supplies, on the Premises, some of which improvements or personal property may be constructed or added after the end of the Term of the Amended and Restated Initial Tax Abatement Agreement; and

WHEREAS, Developer has leased a portion of the Land to Lessee, which portion is more particularly described herein as the Leased Premises; and

WHEREAS, Lessee intends to construct the Facility (as defined herein) and locate New Tangible Personal Property to the Leased Premises at the Facility; and

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City to abate ad valorem taxes on the increase of taxable value resulting from repairs and improvements to the Improvements and the Facility, new improvements and additions constructed on the Premises made after the execution of this Agreement and to abate ad valorem taxes on the taxable value of Tangible Personal Property added to the Premises after the execution of this Agreement; and

WHEREAS, City adopted amended Tax Abatement Guidelines and Criteria ("Abatement Guidelines") pursuant to section 312.002 of the Texas Tax Code; and

WHEREAS, Developer and Lessee each acknowledge and agree that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City thereby benefiting the City, in accordance with the Abatement Guidelines and Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Findings Incorporated.

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety. The City finds that this Agreement complies with the Abatement Guidelines and waives any perceived variances therefrom.

SECTION 2. Definitions.

The following words shall have the following meanings when used in this Agreement.

"Agreement" means this Amended and Restated Second Tax Abatement Agreement, authorized by Chapter 312 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Appraisal District" means the Taylor Central Appraisal District or its successor.

"City" means the City of Abilene, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is P.O. Box 60, 555 Walnut Street, Abilene, Texas 79604.

"County" means Taylor County, Texas, a political subdivision of the State of Texas.

"Developer" means Lancium, LLC, a Delaware limited liability company, its successors and permitted assigns, and its wholly owned subsidiary Rolling Plains EV Station LLC, a Delaware limited liability company, whose address for the purposes of this Agreement is 9950 Woodloch Forest Drive, Suite 1600, The Woodlands, TX 77041 (unless notice of change of address is given pursuant to the terms of this Agreement).

"Effective Date" means the last date of execution of this Agreement.

"Eligibility Period" means the period of time that New Tangible Personal Property is eligible for tax abatement beginning with the First Year of Abatement and ending nine (9) years after the beginning of the Eligibility Period.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary of the First Year of Abatement.

"Facility" means a data center which may consist of one or more buildings and collectively containing a minimum of one hundred thousand (100,000) square feet of permanent commercial space and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Lessee with the City, from time to time, to obtain a building permit(s), to be constructed on the Leased Premises.

"First Year of Abatement" means the first Tax Year that begins after the final year of the full Term of the Amended and Restated Initial Tax Abatement Agreement.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave, and earning an average wage of $57,600.00 per year, with full benefits such as health care, 401(k) matching and potential equity incentives which would cause the average incurred amount for Full-Time Equivalent Employment Positions to be $72,000.00 per year.

"Goods-in-Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall include all real property repairs or improvements constructed by Developer or Lessee on the Land after the beginning of the First Year of Abatement and shall not include any repairs or improvements subject to a prior tax abatement agreement by and among the Parties.

"Land" mean an approximately 875-acre more or less tract or tracts of land located within the City of Abilene, Taylor County, Texas generally described and/or depicted in Exhibit A of this Agreement, which is attached hereto and incorporated herein for all purposes.

"Lease" means a lease for the Leased Premises.

"Lease Inception Date" mean the date the term of the Lease commences.

"Leased Premises" means the land leased by Developer to Lessee described in Exhibit B, to the extent included in Reinvestment Zone No. RZ21-1.

"Lessee" means Abilene DC 1, LLC, a Delaware limited liability company, and its successors and permitted assigns.

"New Tangible Personal Property" means each installation or delivery of Tangible Personal Property located at the Facility during the Eligibility Period: (i) assigned an account number separate and apart from any other Tangible Personal Property at the Premises by the Appraisal District for appraisal purposes listing either the Lessee or permitted assigns as the owner of such Tangible Personal Property; and (ii) for which the owner thereof provides the Appraisal District a written rendition for such Tangible Personal Property, including the date of installation, a description and opinion of value.

"Premises" shall collectively mean the Land, the Improvements, and the Facility.

"Separated Contract" shall mean a contract in which the agreed contract price is itemized into a separately stated agreed contract price for (i) incorporated materials and (ii) a separately stated amount for all skill and labor that includes fabrication, installation, and other labor that is performed by the contractor, so that materials can be identified as being subject to City Sales and Use Taxes (or that requires invoices to include such an itemization) in accordance with Texas Comptroller Rule 3.291(a)(3).

Tangible Personal Property" shall have the same meaning as Texas Tax Code Section 1.04, and shall mean furniture, fixtures and equipment owned or leased by Lessee and or Developer located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

"Taxable Value" means the appraised value as certified by the Appraisal District (or its successor) as of January 1 of a given year.

SECTION 3. Property Subject to Tax Abatement.

(a) This Agreement is contingent upon completion of the full Term of the Amended and Restated Initial Tax Abatement Agreement (as such Term is defined therein). Should the full Term of the Amended and Restated Initial Tax Abatement Agreement not be completed, this Agreement shall automatically terminate without notice or further action by the Parties and shall be null and void and of no legal effect. Should the Amended and Restated Initial Tax Abatement Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined therein), such Defaulting Party shall not be eligible to receive tax abatement pursuant to this Agreement and shall be deemed not to be a Party to this Agreement; provided however the full Term of the Amended and Restated Initial Tax Abatement Agreement was completed by a non-Defaulting Party, such Defaulting Party termination shall not void this Agreement, and such non-Defaulting Party is eligible for tax abatement as provided herein and shall be deemed a Party to this Agreement.

(b) This Tax Abatement Agreement is conditioned upon Developer and Lessee having made the new specific improvements or repairs to the Improvements and the Facility required pursuant to Section 3(a) (Minimum Expenditure), Section 3(b) (Minimum Square Footage of Commercial Space), and Section 3(c) (Minimum Taxable Value) of the Amended and Restated Initial Tax Abatement Agreement and that Developer and Lessee does not have an uncured breach of the Amended and Restated Initial Tax Abatement Agreement.

(c) **Job Creation and Retention.** Lessee covenants and agrees by completion of the full term of the Amended and Restated Initial Tax Abatement Agreement and during the Term of this Agreement to employ and maintain or have its tenants in the Facility employ and maintain a minimum of Fifty-Seven (57) Full-Time Equivalent Employment Positions working at the Leased Premises. Lessee covenants and agrees beginning on or before **February 1 of the First Year of Abatement**, and during the Term of this Agreement, Lessee shall deliver to the City an annual compliance verification signed by a duly authorized representative of Lessee that shall certify the number of Full-Time Equivalent Employment Positions and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). Lessee covenants and agrees beginning on **February 1 of the First Year of Abatement**, and annually thereafter during the Term of this Agreement, there will be Annual Compliance Verifications due and submitted to City covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(d) **Separated Contracts**. Developer and Lessee (and their successor and permitted assigns) shall each, beginning on the Effective Date and continuing thereafter until the Expiration Date, (i) enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into or added to the Improvements and Facility, additions or repairs for the Improvements and the Facility, and (ii) contractually obligate

such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into or added to the Improvements and the Facility, additions or repairs to the Improvements and the Facility. It being the intention of the Parties that the Developer's and the Lessee's contractors and the subcontractors of such contractors to use Separate Contracts for the purchase of materials and equipment to be incorporated into or added to the Improvements and the Facility. Developer and Lessee shall each require its tenants to enter into Separated Contracts with their respective prime construction contractors for the purchase of materials and equipment to be incorporated into or added to the Improvements and Facility, and to contractually obligate such prime construction contractors to enter into Separated Contracts with their subcontractors for the purchase of materials and equipment to be incorporated into or added to the Improvements and the Facility.

(e) The Land subject to this Agreement is located within the Zone. Developer is the owner of the Land which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the Leased Premises to Lessee. Lessee has entered into the Lease, intends to construct the Facility on the Leased Premises, and intends to locate or cause its permitted assigns to locate Tangible Personal Property at the Leased Premises.

(f) The Premises are not an improvement project financed by tax increment bonds.

(g) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

(h) The Premises are not owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

(i) Developer and Lessee shall each, before May 1, of each calendar year that this Agreement is in effect, certify in writing to the City that the respective Party is in compliance with each term of the Agreement.

(j) The Land, the Improvements and the Facility constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

(k) The property subject to abatement herein shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, for the First Year of Abatement.

SECTION 4. Tax Abatement.

4.1 This Agreement is authorized by the Act and in accordance with the City Tax Abatement Guidelines and approved by resolution of the City Council.

4.2 Developer Abatement. Subject to the terms and conditions of this Agreement City hereby grants Developer an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Land, repairs to the Improvements and Tangible Personal Property, owned by Developer, for a period of ten (10) consecutive years, beginning with the First Year of Abatement. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Land, and repairs to the Improvements. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements after execution of this Agreement. This tax abatement shall not apply to the Land or to any other property for which an abatement was granted pursuant to the Initial Second Tax Abatement Agreement.

4.3 Lessee Facility Abatement. Subject to the terms and conditions of this Agreement City hereby grants Lessee an abatement of eighty five percent (85%) of the Taxable Value of new improvements and additions constructed on the Leased Premises, repairs to the Facility and Tangible Personal Property, owned by Lessee for a period of ten (10) consecutive years, beginning with the First Year of Abatement. The foregoing percentage of Taxable Value of such property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of new improvements and additions constructed on the Leased Premises, and repairs to the Facility. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Leased Premises after execution of this Agreement. This tax abatement shall not apply to the Land or to any other property for which an abatement was granted pursuant to the Initial Second Tax Abatement Agreement.

4.4 New Tangible Personal Property. Subject to the terms and conditions of this Agreement, the City hereby grants Lessee and permitted assigns an abatement of eighty-five percent (85%) of the Taxable Value for each installation of New Tangible Personal Property at the Leased Premises at the Facility as set forth herein. The period of tax abatement for each installation, delivery or location of New Tangible Personal Property occurring during the Eligibility Period shall be for a period of beginning with the first calendar year after New Tangible Personal Property has been added to the Leased Premises at the Facility and ending the last tax year of the Eligibility Period. For example, and illustration purposes only, assume that Lessee installs New Tangible Personal Property in the eighth (8th) tax year following the First Year of Abatement then Lessee and its tenants would be eligible to receive tax abatement for the New Tangible Personal Property for a period of two (2) years. Only the New Tangible Personal Property located at the Leased Premises at the Facility after the Effective Date shall be eligible for tax abatement.

4.5 Except as provided for New Tangible Personal Property, the period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

4.6 During the period of tax abatement herein authorized, Developer and Lessee shall each be subject to any taxes not abated hereunder, including but not limited to, sales tax and ad valorem taxation.

4.7 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

SECTION 5. Use of Property.

As consideration for the Agreement of City contained herein, Developer agrees that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Premises consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Premises shall be limited in its use to commercial or industrial real property consistent with the City's development goals which is the encouraging of development or redevelopment of the zone.

SECTION 6. Default and Recapture Provision.

(a) **Event of Default.** In the event: (i) either Developer or Lessee have delinquent ad valorem taxes owed to the City (provided Developer and Lessee each retain the right to timely and properly protest such taxes); (ii) either Developer or Lessee have an event of bankruptcy or insolvency; or (iii) either Developer or Lessee breaches any of the terms and conditions of this Agreement, then Developer or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the City all taxes which would otherwise been paid by the Defaulting Party to City without the benefit of a tax abatement for their respective property subject to this Agreement with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated taxes, including interest, as a result of this Agreement, shall be recoverable against the Defaulting Party (the "Recapture Amount") and shall constitute a tax lien against property of the Defaulting Party only, and shall become due, owing, and shall be paid to the City within thirty (30) days after notice of termination.

(b) Upon breach by Developer and/or Lessee of any of the obligations under this Agreement, the City shall notify the breaching party (the "Breaching Party") in writing, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default. If the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City may extend the period in which the default must be cured.

(c) If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement with respect to the Defaulting Party by providing written notice to the Defaulting Party.

(d) Upon termination of this Agreement by City with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the City as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The City shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the improvements and/or repairs to the Improvements and/or the Facility, the Tangible Personal Property and the New Tangible Personal Property, as the case may be, without tax abatement for the years in which Defaulting Party was in Default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

SECTION 7. Right of Access for Inspection.

Developer and Lessee each agree that the City and its agents and employees, shall have reasonable right to access to the Premises, the Leased Premises and Tangible Personal Property, to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the City shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement.

SECTION 8. Cancellation or Modification of Agreement.

The Parties agree that the City may cancel or modify this Agreement if Developer and/or Lessees fails to comply with this Agreement; provided that the City's rights upon a failure to comply shall be as set forth in Section 6.

SECTION 9. Authorization to Sign this Agreement.

This Agreement was authorized by Resolution of the City at a regularly scheduled City Council meeting, authorizing the City Manager to execute the Agreement on behalf of the City.

SECTION 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence and any understandings among City, Developer and Lessee relating hereto are superseded by this Agreement. This Agreement may only be amended, altered, or revoked by written instrument signed by the City, Developer and Lessee. Notwithstanding the foregoing, the Parties recognize and agree that (i) Developer may enter into other agreements (including leases) with other parties relating to the portion of the Land that does not include the Leased Premises, (ii) Developer and City may, without Lessee's consent, enter into tax abatement or other agreements relating to the portion of the Land described in the preceding clause (i), and (iii) should Developer and City determine that an amendment to this Agreement or an assignment of any portion of Developer's rights and obligations under this Agreement is necessary to effectuate any agreement described in the preceding clause (ii), and such amendment or assignment does not apply to the Leased Premises or otherwise alter Lessee's rights or obligations under this Agreement, Lessee shall consent to and execute such amendment or assignment if requested by Developer and City.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules, and all obligations of the parties created hereunder are performable in Taylor County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Taylor County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(c) **Assignment.** This Agreement may not be assigned by Developer or by Lessee without the express written consent of the City, which consent in the case of a requested assignment by Developer or Lessee shall not be unreasonably withheld. Notwithstanding the foregoing Developer may assign its rights and obligations under this Agreement in whole or in part to a new owner or lessee of all or any portion of the Land and Improvements provided such assignee expressly assumes the obligations and liabilities of the Developer relating to such assigned rights in writing in a form reasonably approved by the City. Notwithstanding the foregoing Lessee may assign its rights and obligations under this Agreement in whole or in part to a new owner, sublessee, tenant or an affiliate or financing joint venture in which Lessee holds an interest of all or any portion of the Facility or the New Tangible Personal Property provided such assignee expressly assumes the obligations and liabilities of the Lessee relating to such assigned rights in writing in a form reasonably approved by the City. Notwithstanding the foregoing, Lessee may assign this Agreement in whole or in part with regard to Tangible Personal Property and or New Tangible Personal Property to tenant or sublessee of the Facility which party locates Tangible Personal Property and/or New Tangible Personal Property at the Facility.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the

same. Developer and Lessee each warrant and represent that the individual executing this Agreement on their behalf has full authority to execute this Agreement and bind it to the same.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) **Exemption Application and Rendition.** In order to receive the tax abatement pursuant to this Agreement, Developer and Lessee each understand that each Party must file with the Appraisal District an Application for Property Tax Abatement Exemption each year. The Developer and Lessee each agrees to annually render the value of their respective property the subject of this Agreement to the Appraisal District and shall provide a copy of the same to the City upon written request.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a certified mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to City:

City of Abilene, Texas
P.O. Box 60
555 Walnut Street
Abilene, Texas 79604
Attn: Robert Hanna, City Manager

if to Developer:

Lancium LLC
9950 Woodloch Forest Drive
Suite 1600
The Woodlands, TX 77380
Attn: Keith Sigale, General Counsel

if to Lessee:

Abilene DC 1, LLC
c/o Crusoe Energy Systems LLC
255 Fillmore St., Suite 400
Denver, CO 80206
Attention: General Counsel
Notice Email: legal@crusoeenergy.com

Any party may, from time to time, specify as its notice address for purposes of this Agreement any other address upon the giving of ten (10) days' prior written notice thereof to the other party hereto.

(h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) **Undocumented Workers Provision.** Developer and Lessee each certifies that such Party does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, such Party is convicted of a violation under 8 U.S.C. § 1324a(f), such Party shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies such Party of the violation.

(k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer and/or Lessee is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of such Party verifies that such Party does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer and Lessee are not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(m) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer or Lessee, as the case may be, employs at least ten (10) fulltime 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 Developer and Lessee each represents that: (1) such Party does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) such Party will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill

13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Developer or Lessee, as the case may be, employs at least ten (10) fulltime 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 Developer and Lessee each represents that: (1) such Party does not boycott energy companies; and (2) such Party will not boycott energy companies during the Term of this Agreement.

(o) **Building Permit Fees.** In connection with this Agreement, the City agrees to waive applicable building permit fees related to the Premises, and furthermore agrees to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted the necessary package of materials required by the City. Failure of the City to approve any applicable permit requests (including those described in Section 3) not later than 45 days following such date as Developer or Lessee has submitted the necessary package of materials required by the City shall not act as a default of any terms or obligations of this Agreement by the City.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

CITY:

CITY OF ABILENE, TEXAS,
A Texas home-rule municipality,

By: Robert Hanna
Robert Hanna, City Manager
Date Signed: June 17, 2024

ATTEST:

Shawna Atkinson, City Secretary, TRMC, CMC

DEVELOPER:

LANCIUM LLC
A Delaware Limited Liability Company,

By: _____
Michael McNamara
Chief Executive Officer

Date Signed: June 18, 2024

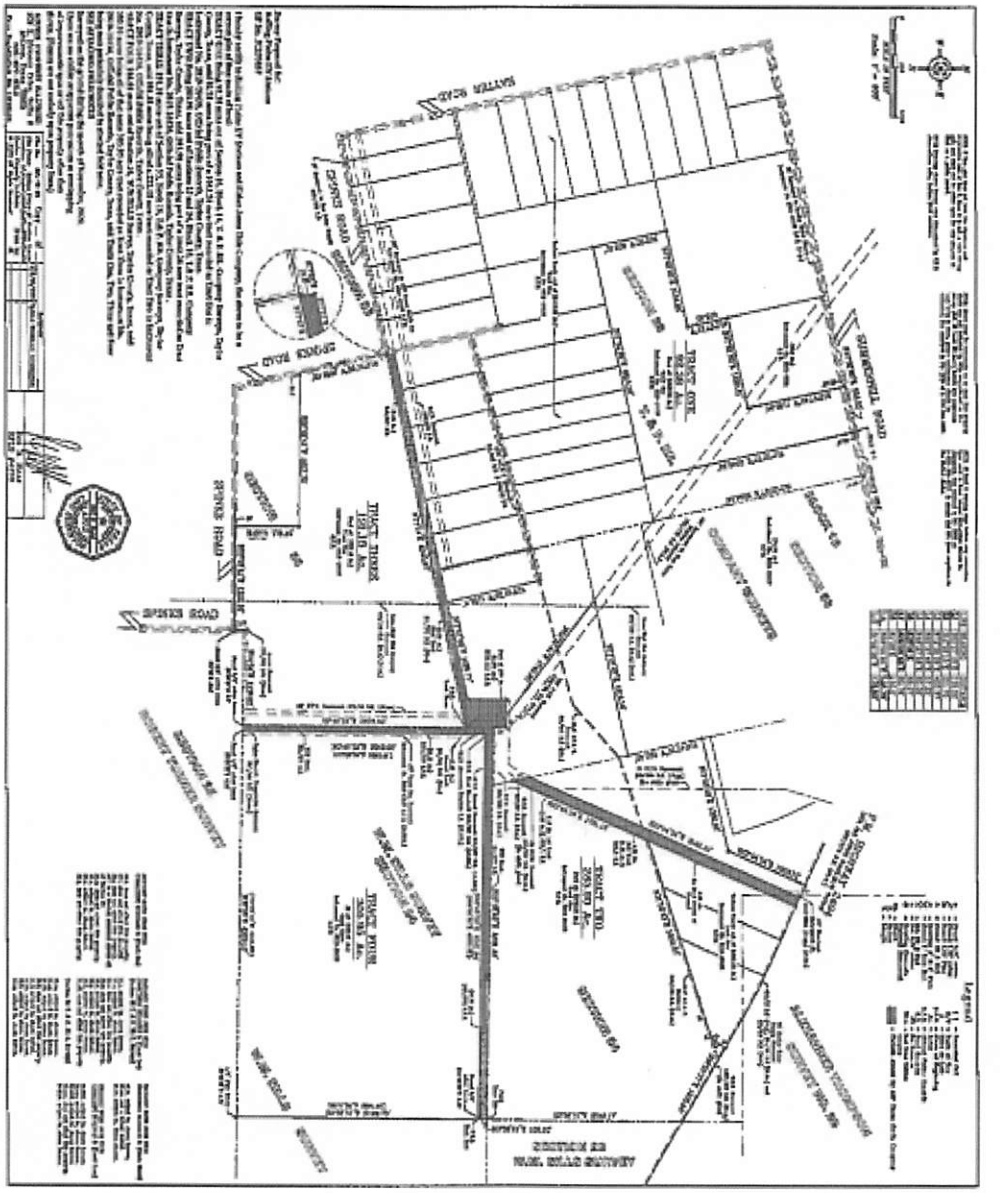
LESSEE:

ABILENE DC 1, LLC
A Delaware Limited Liability Company

By: _____
Name: Jamey Selby
Title: General Counsel
Date Signed: June 18, 2024

Exhibit A

[Legal Description and Depiction of Land]



FIELD NOTES
92.38 ACRES
TRACT ONE

BEING 92.38 acres out of Section 23, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas, said 92.38 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a point in Summerhill Road for the northeast comer of this tract, whence the northeast comer of said Section 23 bears N77°32'20"E 520.0 feet;

THENCE S12°20'57"E at 35.0 feet pass a 3/8" rebar found on the south side of Summerhill Road and continue along for a total distance of 2596.98 feet to a 3/8" rebar found for the southeast corner of this tract;

THENCE S77°32'20"W 2815.52 feet to a 3/8" rebar found for the southwest comer of this tract;

THENCE Nl2°03'W 902.91 feet to a 3/8" rebar found for the most westerly northwest comer of this tract;

THENCE N77°32'20"E 1164.98 feet to a 3/8" rebar found for an interior comer of this tract;

THENCE Nl2°27'42"W 498.05 feet to a 3/8" rebar found for an interior corner of this tract;

THENCE N77°32'20"E 1092.61 feet to a 3/8" rebar found for an interior corner of this tract;

THENCE Nl2°27'40"W at 1162.61 feet pass a 3/8" rebar found on the south side of Summerhill Road and continue along for a total distance of 1196.04 feet to a point in said road on the NBL of said Section 23 for the most northerly northwest comer of this tract;

THENCE N77°32'20"E 556.53 feet along Summerhill Road and the NBL of said Section 23 to the place of beginning and containing 92.38 acres of land.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File# 374-75-20-92.38ac Tract One
Firm Registration No. 10194134

FIELD NOTES
285.90 ACRES
TRACT TWO

BEING 285.90 acres out of Sections 53 and 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the southeast corner of said Section 54, the southeast corner of said 1042.26 acre tract and the northeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the southeast corner of this tract;

THENCE N88°48'52"W 4661.40 feet along the SBL of said 1042.26 acre tract to a 3/8" rebar found on the EBL of a 3.91 acre tract recorded as Second Tract in Volume 511, Page 371, Deed Records, Taylor County, Texas at the northwest corner of Section 24, W.W. Sills Survey, Taylor County, Texas and the northwest corner of said 18.33 acre tract for the most southerly southwest comer of this tract;

THENCE NI 028'E 150.0 feet to a 1/211 rebar found at the northeast corner of said 3.91 acre tract and the east comer of a 0.334 acre tract recorded in Volume 3072, Page 223, Official Public Records, Taylor County, Texas for an interior comer of this tract;

THENCE N88°55'25"W 158.79 feet to a 3/8" rebar set on the NBL of said 0.334 acre tract for most westerly southwest comer of tis tract;

THENCE N52°32'42"W 1742.90 feet to a 3/8" rebar set on the SBL of a 16.14 acre tract recorded in Instrument No. 2016-12702, Official Public Records, Taylor County, Texas for the most westerly northwest comer of this tract;

THENCE N77°56'37"E 1910.50 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

THENCE NI2°47'37"W 920.86 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior comer of this tract;

THENCE N77°08'36"E 1380.96 feet to a 3/8" rebar found for an interior comer of this tract;

THENCE N23°44'34"E 1003.12 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404 (right-of-way Varies) for the most northerly northwest comer of this tract;

THENCE S65°27'18"E 155.02 feet along the SBL ofF.M. Highway 2404 to a 3/8" rebar found at the northwest comer of a 4.02 acre tract (no deed found of record);

THENCE S23°44'34"W 3542.43 feet to a 3/8" rebar found at the southwest comer of a 2.07 acre, more or less, tract recorded as 1st Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

THENCE S12°26'15"E 211.75 feet to a 3/8" rebar found at the southeast comer of said 2.07 acre, more or less, tract;

THENCE N23°44'34"E 1781.18 feet to a 3/8" rebar found on the EBL of a 4.25 acre, more or less, tract recorded as 2nd Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

THENCE to 3/8" rebars found as follows:
N71°52'45"E 1960.50 feet;
N72°35'08"E 420.97 feet;
N65°37'46"E 57.23 feet;
N48°27'56"E 60.08 feet;
N36°5 l 'E 68.07 feet;

THENCE N30°00'40"E 80.76 feet to a 3/8" rebar found on the SBL ofF.M. Highway 2404;

THENCE S59°22'27°E 1032.68 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found on the EBL of said Section 54 for the northeast comer of this tract;

THENCE S0°36'51"W 2346.17 feet along the EBL of said Section 54 to the place of beginning and containing 285.90 acres ofland.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File# 374-75-20-285.90ac T-2
Firm Registration No. 10194134

FIELD NOTES
191.18 ACRES
TRACT THREE

BEING 191.18 acres out of Section 55, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the northeast comer of said Section 55 and the northeast comer of said 222.18 acre tract for the northeast corner of this tract;

THENCE S0°40'23"W 2678.52 feet to a point on the NBL of Section 25, Robert Tu.mer Survey, Taylor County, Texas at the most easterly southeast corner of said Section 55 and the most easterly southeast comer of said 212.18 acre tract for the most easterly southeast comer of this tract, whence a 3/8" rebar found bears S0°40'23"W 0.7 feet;

THENCE N88°59'W 1130.03 feet along the SBL of said Section 55 to a 3/8" rebar found at the northwest corner of said Section 25 for an interior corner of this tract;

THENCE S1°02' 08"W 126.50 feet to a point in an ell corner of Spinks Road on the EBL of said Section 55 for the most southerly southeast comer of this tract, whence a 3/8" rebar found bears S52°48'E 18.9 feet;

THENCE N89°29' 41"W 1222.50 feet to a point in Spinks Road at the southeast corner of a 31.0 acre tract recorded in Instrument No. 2020-1334, Official Public Records, Taylor County, Texas for the most southerly southwest comer of this tract;

THENCE North at 30 feet pass a 3/8" rebar found on the north side of Spinks Road and continue along for a total distance of 775.49 feet to a 3/8" rebar found at the northeast corner of said 31.0 acre tract for an interior corner of this tract;

THENCE N89°29' 41"Wat 1796.95 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 1827.75 feet to a point in said Road at the northwest corner of said 31.0 acre tract for the most westerly southwest corner of this tract;

THENCE Nl2°32'04"W 1059.02 feet along the WBL of said 212.18 acre tract to a 60-d nail found in Spinks Road for the northwest corner of said Section 55, the northwest comer of s said 222.18 acre tract and the northwest corner of this tract;

THENCE N77°57'E along the NBL of said Section 55 and the NBL of said 222.18 acre tract at 16.7 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 4543.67 feet to the place of beginning and containing 191.18 acres ofland.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File# 374-75-20-191.18ac T-3
Firm Registration No. 10194134

FIELD NOTES
305.95 ACRES
TRACT FOUR

BEING 305.95 acres out of Section 24, W.W.SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019- 16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a point at the most easterly southeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the northeast corner of this tract, whence a 3/8" rebar bears N88°48'52"W 0.36 feet and a 1/2" rebar found on the NBL of said Section 24 at the southeast comer of Section 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas bears N0°36'51"E 100.10 feet;

THENCE S0°36'51"W 2899.73 feet to a point on the SBL of said Section 24 for the southeast corner of this tract, whence a 1/4" pipe found bears S0°36'51"W 1.72 feet;

THENCE N88°59'W 4589.17 feet along the SBL of said Section 24 to a point at the most southerly southeast comer of said 18.33 acre tract for the southwest comer of this tract, whence a 3/8" rebar found bears S0°45'32"W 0.34 feet;

THENCE N0°45'32"E 2913.05 feet to a 3/8" rebar set for the northeast comer of this tract;

THENCE S88°48'52"E 4581.94 feet to the place of beginning and containing 305.95 acres of land.

Surveyed on the ground during the month of November, 2020.

SEE ATTACHED PLAT

RexD. Haas
R. P. L. S. #4378
Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File# 347-63-19-305.95ac Tract4
Firm Registration No. 10194134

Exhibit B

[Legal Description of Leased Premises]

BEING a 94.963 acre (4,136,585 square foot) tract of land situated in Section 54, Block 16, T&P RR Co. Survey, Abstract No. 1143 and Section 23, Wilson W. Sills Survey, Abstract No. 232, Taylor County, Texas, and being a portion of a called 285.90 acre tract of land described as Tract 2 in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2021-25949 of the Official Public Records of Taylor County, Texas, and also being a portion of a called 25.01 acre tract of land described in the deed to Rolling Plains EV Stations, LLC recorded in Document No. 2022-15428 of said Official Public Records of Taylor County, Texas, said 94.963 acre (4,136,585 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "SHEPPARD" found for the southeast corner of said 285.90 acre tract of land, said 1/2 inch iron rod with cap stamped "SHEPPARD" also being in the west line of said 25.01 acre tract of land; THENCE North 00 degrees 37 minutes 29 seconds East, with the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, a distance of 145.27 feet to the POINT OF BEGINNING of the herein described 94.963 acre (4,136,585 square foot) tract of land;

THENCE North 90 degrees 00 minutes 00 seconds West, over and across said 285.90 acre tract of land, a distance of 2,561.65 feet to a point for corner, from which a 3/8 inch iron rod with cap stamped "GEOTEX" found for a reentrant corner of said 285.90 acre tract of land bears North 83 degrees 15 minutes 52 seconds West, a distance of 1,474.05 feet;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 677.02 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 414.28 feet to a point for corner;

THENCE North 71 degrees 52 minutes 45 seconds East, a distance of 281.24 feet to a point for corner;

THENCE South 20 degrees 07 minutes 02 seconds East, a distance of 534.35 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, passing at a distance of 1,449.30 feet, the common east line of said 285.90 acre tract of land and west line of said 25.01 acre tract of land, from which a point for the common most easterly northeast corner of said 285.90 acre tract of land and the northwest corner of said 25.01 acre tract of land bears North 00 degrees 37 minutes 29 seconds East, a distance of 756.17 feet, from said point a 3/8 inch iron rod found for reference bears North 00 degrees 37 minutes 29 seconds East, a distance of 0.47 feet, continuing over and across said 25.01 acre tract of land, in all, a distance of 1,618.96 feet to a point for corner; Active 118248689.6

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 1,444.47 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 185.41 feet to the **POINT OF BEGINNING** and containing 4,136,585 sq

CONSENT TO COLLATERAL ASSIGNMENT OF TAX ABATEMENT AGREEMENTS BETWEEN ABILENE DC 1, LLC AND JP MORGAN CHASE BANK

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 1/23/2025

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **15. 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. Municipal Land-Use Regulations of Faith-Based, Religious Institutions

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)
D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None