



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
Mindy Patterson, 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 April 24, 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 Lynn Beard

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamation:**

- National Volunteer Month
- National Therapy Animal Day
- Autism Acceptance & Awareness Month

CONSENT AGENDA AND PUBLIC COMMENTS

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

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public

comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 10, 2025 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2025 1/2 Ton Ford Police Responder Pickups for the Marshal's Division from Randall Reed's Planet Ford of Garland, Texas **(Don Green)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Eight (8) 2025 Ford Escapes from Arrow Ford for the Police Department, Planning Services and Health **(Don Green)**
6. **Resolution:** Receive a Report, Hold A Discussion, and Take Action to Approve the Purchase of a Rebuilt Engine from Heavy Quip, Inc. dba Diesel Sales for Aircraft Rescue Fire Fighting Truck Rescue 2 **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Task Order with Enprotec/Hibbs & Todd, Inc. for Airport Access Road Design and Construction Management. **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Three (3) 2025 1/2 Ton Chevrolet Silverado Pickups for the Fire Department from Gunn Chevrolet **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the purchase of One (1) 2025 3/4 Ton Chevrolet Silverado Pickup for the Fire Department from Gunn Chevrolet, Selma, Texas **(Don Green)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Hargesheimer Water Treatment Plant Air Compressor Replacement & Installation project to Atlas Copco Compressors, LLC **(Matthew Dane)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Consultants for the Department of Housing and Urban and Development (HUD) 5-Year Consolidated Plan and Annual Action Plan with Baker Tilly Advisory Group, LP **(Tim Littlejohn)**
12. **Resolution:** Receive a report , Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Continued Growth LLC for a Major Renovation Located at 5273 Pueblo Dr. **(Tim Littlejohn)**
13. **Ordinance (First Reading) CUP-2025-07:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow Reconstruction of a 120' Monopole within General Retail (GR). Located at 920X Westview Drive. **(Tim Littlejohn)**
14. **Ordinance (First Reading) CUP-2025-08:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow a Tattoo Parlor in Neighborhood Retail (NR). Located at 1720 S Clack Street. **(Tim Littlejohn)**
15. **Ordinance (First Reading) Z-2025-05:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of Planned Development District 15 (PDD-15) To Allow Freight Containers. Located At 4250 Ridgemont Dr. **(Tim Littlejohn)**

16. **Ordinance (First Reading) Z-2025-08:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 1.31 Acres from Heavy Commercial (HC) to a Planned Development District (PDD-193). Specifically, to Allow a Base Zoning of Patio Homes (PH) with Alternative Setbacks and Lot Dimensions. Located at 1402 Pine Street. **(Tim Littlejohn)**
17. **Ordinance (First Reading) Z-2025-09:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owners, to Rezone Approximately 6.49 Acres from Medium Density (MD) to Patio Home (PH). Located Along Nikhil Lane and Nitin Way. **(Tim Littlejohn)**
18. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, "Decreased Speed Limits-School Zones," of the Abilene Municipal Code **(Max Johnson)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

19. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Addition of Downtown Parking Program Fees and Downtown Parking Stamp Program Fees to the City of Abilene Fee Ordinance **(Max Johnson)**
20. **Ordinance (Final Reading) Z-2025-07:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Amend the Terms and Conditions of a Planned Development District (PDD-181). Specifically, to Add Approximately 31.0 Acres of Land Zoned Agricultural Open (AO) to Lot Three and Approximately 28.58 Acres of Land Zoned AO to Lot One, Both Being Subject to Respective Zoning Requirements. Located at 5614 Spinks Road and 773 and 723 FM 2404. **(Tim Littlejohn)**

EXECUTIVE SESSION

21. **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. CWS Investments, Inc. v. City of Abilene, City of Abilene Board of Building Standards; Cause No. 52138-A, In the 42nd Judicial District Court, Taylor County, Texas, filed March 25, 2025

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)

1. DCOA Project Surf

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 April, 2025, at 2:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 10, 2025 (Shawna Atkinson)**

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on March 27, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 04-10-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING
April 10, 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 April 10, 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 Mindy Patterson, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Blaise Regan led the invocation.

Liam Rodriguez, Oliver Feerer, and Jaelyn Cardiel, all 5th Graders from McMurry Center for Innovation, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Awards:
 - Suzanne Shahan – 25 Years – Public Works
 - Monica Morales – 25 Years – Public Health
- Proclamations:
 - Parkinson’s Awareness Month – accepted by Lorraine Wilson.
 - Month of the Military Child – accepted by Darcy Hodges from Dyess Air Force Base.
 - Work Zone Awareness Month – accepted by the Texas Department of Transportation.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-22. Item 19 was pulled for individual consideration.

Item pulled for individual consideration:

- Item 19 – Councilmember Price

PUBLIC COMMENTS

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

- Charles Baucum
- Tammy Fogle
- Dillan Moore
- Denise Seekosh

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

Councilmember Beard left the room during the public comments and returned during Executive Session.

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda consisting of 4-18 and 20-22. Deputy Mayor Pro-tem Craver seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Beard

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on March 27, 2025 and the Special Meeting Held on April 3, 2025
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of an Integrated Ballistic Identification System (IBIS) - National Integrated Ballistic Information Network (NIBN)
[ASSIGNED RESOLUTION NO. 60-2025]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Replacement Parts for the Smith & Loveless, Inc. Pista Grit Screw Conveyor at the Buck Creek Lift Station from Newman Regency Group
[ASSIGNED RESOLUTION NO. 61-2025]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Contract with Zone Industries for the Purchase and Replacement of Two Roots Blowers for the Hamby Water Reclamation Facility
[ASSIGNED RESOLUTION NO. 62-2025]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Contract with Hydro-Klean, LLC. for Sanitary Sewer Manhole Rehabilitation
[ASSIGNED RESOLUTION NO. 63-2025]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Bid for Avian Caging for the Abilene Zoo's Caribbean Cove Renovations to Corners Limited
[ASSIGNED RESOLUTION NO. 64-2025]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Justice Construction for CB-2531 Water Utilities Additional Offices
[ASSIGNED RESOLUTION NO. 65-2025]
11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Two Contracts with Jacob Martin for the Design of the Lake Fort Phantom Boat Ramps
[ASSIGNED RESOLUTION NO. 66-2025]
12. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Nine (9) 2025 Chevrolet Silverado Half Ton Pickups for Multiple Divisions from Lawrence Hall of Abilene, Texas
[ASSIGNED RESOLUTION NO. 67-2025]
13. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2025 Chevrolet Silverado Three-Quarter Ton Pickups for Parks and Solid Waste Services from Lawrence Hall of Abilene, Texas
[ASSIGNED RESOLUTION NO. 68-2025]

14. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of One (1) 2025 Autocar ACX64 With Heil DuraPack Rapid Rail Side Loader Refuse Body for Solid Waste Services from Chastang Autocar of Houston, Texas.
[ASSIGNED RESOLUTION NO. 69-2025]
15. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting the Annual Comprehensive Financial Report for the Fiscal Year Ending September 30, 2024
[ASSIGNED RESOLUTION NO. 70-2025]
16. Resolution: Receive a Report, Hold a Discussion and Take Action on the Expenditure of General Fund FY 24 Fund Balance in Excess of the Three-Month Reserve Requirement
[ASSIGNED RESOLUTION NO. 71-2025]
17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of the Investment Policy
[ASSIGNED RESOLUTION NO. 72-2025]
18. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services of Computer Task Group (CTG), Inc. as a Provider of Microsoft Transition Services
[ASSIGNED RESOLUTION NO. 73-2025]
20. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2530 Rebecca Ln. Reconstruction Project to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 75-2025]
21. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Addition of Downtown Parking Program Fees and Downtown Parking Stamp Program Fees to the City of Abilene Fee Ordinance
22. Ordinance (First Reading) Z-2025-07: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Amend the Terms and Conditions of a Planned Development District (PDD-181). Specifically, to Add Approximately 31.0 Acres of Land Zoned Agricultural Open (AO) to Lot Three and Approximately 28.58 Acres of Land Zoned AO to Lot One, Both Being Subject to Respective Zoning Requirements. Located at 5614 Spinks Road and 773 and 723 FM 2404.

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

19. Resolution: Receive a Report, Hold a Discussion and Take Action on City of Abilene Entering Into Service Agreement With ParkMobile, LLC. for Services Related to Downtown Paid Parking Program
[ASSIGNED RESOLUTION NO. 74-2025]

Having pulled the item, Councilmember Price asked for clarification on the fees associated with using the program, and if there will be a notice of some kind on the signage regarding the processing fee. Council would like language on the signs saying there will be fees associated with using the program.

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

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

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

REGULAR AGENDA

23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Consider and Adopt a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation
[ASSIGNED RESOLUTION NO. 76-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would direct publication of a notice of intention to issue combination tax and revenue certificate of obligation for energy improvements throughout city facilities.

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

- Tammy Fogle

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Regan, and Yates
NAYS (1): Councilmember Regan
ABSENT (1): Councilmember Beard

24. Ordinance (Final Reading) TC-2025-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Adjacent Owner, to Abandon Certain Portions of North 21st Street. Located at the 1300 to 1400 Blocks of North 21st Street, Abilene, Taylor County, Texas
[ASSIGNED RESOLUTION NO. 28-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would abandon a portion of North 21st Street only, located at the 1300 – 1400 blocks of North 21st.

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

- Bradley Benham

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

Mayor Pro-tem McAlister moved to approve the amended request. Councilmember Price seconded the motion; motion carried.

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

25. Ordinance (Final Reading) Z-2025-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request From The Owner, To Rezone Approximately One-Acre Of Land From Residential Single Family (RS-6) To Medium Density (MD), Located At 3073 Hickory Street
[ASSIGNED RESOLUTION NO. 29-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Residential Single Family (RS-6) to Medium Density (MD).

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

- Brian Massey, applicant

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

26. Ordinance: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code
[ASSIGNED ORDINANCE NO. 30-2025]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would amend the speed limit to accommodate a school zone along Maple Street for Wylie East Elementary School.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

27. Ordinance: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, "Decreased Speed Limits-School Zones," of the Abilene Municipal Code
[ASSIGNED ORDINANCE NO. 31-2025]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would amend the existing school zones surrounding Wylie East Elementary School and Wylie East Junior High School, separating them into two zones.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

28. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 28, "Solicitations", of the Code of Ordinances, Article II - "Permit", Section 28-21 "Denial" and Section 28-22 "Revocation"
[ASSIGNED ORDINANCE NO. 32-2025]

Shawna Atkinson, City Secretary, presented the item. Adoption of the item would amend Chapter 28 of the Code of Ordinances regarding solicitation permits, modifying language in the Denials and Revocation sections to include deferred adjudication.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:25 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:

29.A.551.071 (Consultation with Attorney)

1. PFAS Litigation

2. CWS Investments, Inc. v. City of Abilene, Board of Building Standards; Cause No 29156-B

29.D.1551.074 (Personnel Matters)

1. City Manager

The Executive Session ended at 9:47 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:47 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2025 1/2 Ton Ford Police Responder Pickups for the Marshal's Division from Randall Reed's Planet Ford of Garland, Texas (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase two (2) 2025 1/2 Ton Ford Police Responder Pickups through HGAC contract # VE05-24 from Randall Reed's Planet Ford of Garland, Texas, for the Marshal's Division.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and Fleet Accessories Fund total \$127,921.20. The funds for this purchase were planned and included in the FY25 Budget. The total cost of \$127,921.20 includes \$13,882.00 in outfitting costs. Total vehicle charges are \$114,039.20, \$1960.80 under budget.

STAFF RECOMMENDATION

Fleet Services and the Marshal's recommend the purchase two (2) 2025 1/2 Ton Ford Police Responder Pickups through HGACbuy contract # VE05-24 from Randall Reeds Planet Ford of

Garland, Texas, for the Marshal's Division.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP half-ton PPV Pickups Resolution
2. Copy of HGAC Pricing Worksheet 2024 -City of Abilene 2025 Police Interceptor WITH UPFIT
3. CO-OP Half Ton PPV Pickups Addtl Info
4. CO-OP PPV Half Ton Pickups Budget vs Actual
5. EV comparison PPV pick ups
6. FY25 CO-OP half Ton PPV Pickups Presentation PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE TWO (2) 2025 FORD HALF TON POLICE RESPONDER PICKUPS FROM RANDALL REEDS
PLANET FORD, GARLAND, TX VE05-24**

WHEREAS, City of Abilene has a need for Two (2) Half -Ton PPV Pickups; and

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

WHEREAS, City of Abilene received pricing for Two (2) Half-Ton PPV Pickups through HGAC Co-Operative Contract # VE05-24; and

WHEREAS, This unit will be to replace two (2) existing units that have reached end of life; and

WHEREAS Randall Reeds Planet Ford is the HGAC approved vendor to the PPV Police Responder Pickups.

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

PART 1: That the City Council approves this purchase from Randall Reed's Planet Ford, Texas in the amount of One Hundred Twenty-Seven Thousand Nine Hundred Twenty-One Dollars and Twenty Cents (\$127,921.20) for two (2) 2025 Fully Out-fitted Half-Ton Ford Police Responder Pickups.

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

ADOPTED this 24th day April, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE05-24

Date
Prepared:

2/19/2025

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Abilene	Contractor:	Randall Reed's Planet Ford
Contact Person:	Emma Dillinger	Prepared by:	Admir Sarac
Phone:	325 676-6068	Phone:	972 864-6815
Fax:		Fax:	972 864-3610
Email:	emma.dillinger@abilene.gov	Email:	asarac@planetford635.com
Product Description	W1P Description 2025 Ford Police Responder pickup		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$53,605.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Engine 3.5 L V6 eco boost Gas	INC	ALL WEATHER FLOOR MATS	\$350.00
10 speed auto transmtion	INC	EXTRA KEYS(4 EXTRA)	\$480.00
Oxford White	INC		
Rear Door INOP	\$180.00		
Spot Lamp-driver side -Unity	\$405.00	Subtotal From Additional Sheet(s):	\$0.00
Trailer Brake Controler	\$280.00	Subtotal B:	\$2,200.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
DEFENDEWR UPFIT PER SPECIFICATION			
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$13,882.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

25%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	69,687	=	Subtotal D:	\$139,374.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY FRIGHT 196 MILES X 2.49	\$976.00		
12% DISCOUNT FROM MSRP	-\$12,864.40		
6% DISCOUNT FOR FACTORY OPTIONS	-\$164.40	Subtotal F:	-\$12,052.80

Delivery Date:

G. Total Purchase Price (D+E+F):

\$127,921.20

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Half Ton PPV Pickups

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3651	Marshal	2006	Ford	Crown Victoria	105,732.00		\$33,793.49	Auction	3 of 4	Meets 3 of 4 replacement criteria
4429	Marshal	2014	Chevrolet	Tahoe	146,084		\$25,032.87	Auction	3 of 4	Meets 3 of 4 replacement criteria

BUDGET vs ACTUAL COSTS**PPV Half Ton Pickups**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance		Outfitting Cost	Total
4429	2004	Marshals	1/2T PPV Pickup	\$58,000.00	\$57,019.60	(\$980.40)		\$ 6,941.00	\$63,960.60
3651	2004	Marshals	1/2T PPV Pickup	\$58,000.00	\$57,019.60	(\$980.40)		\$ 6,941.00	\$63,960.60
				\$116,000.00	\$114,039.20	(\$1,960.80)	Under Budget	\$ 13,882.00	\$127,921.20

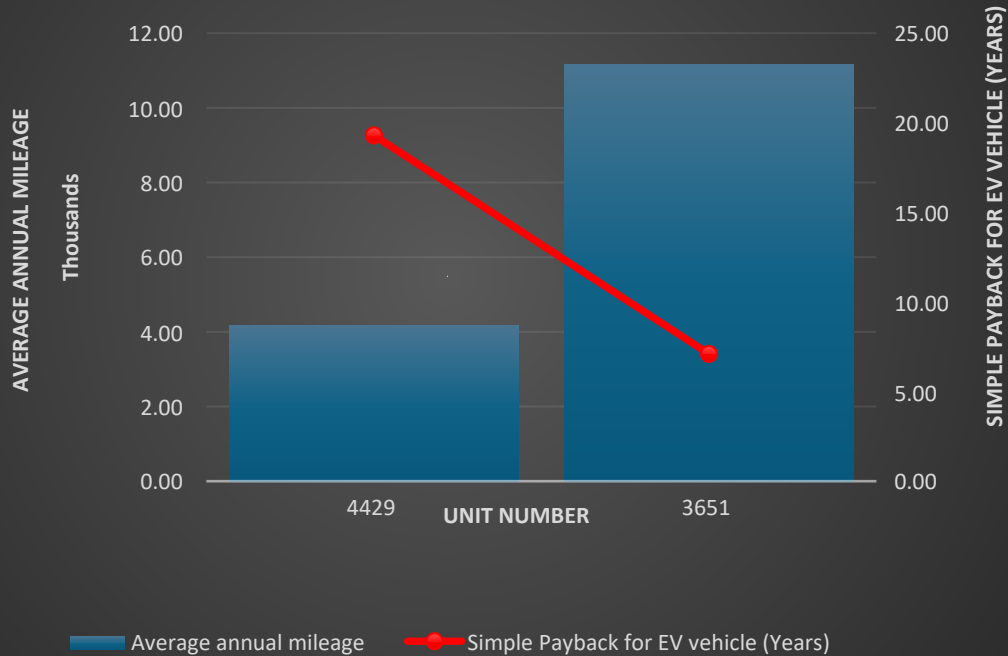
EV Comparison for Vehicle Replacements



The below data is collected from manufacturer vehicle specifications, Afleet online and Fleet software (AssetWorks). This data does not represent costs associated with installation of charging stations. MSRP cost is obtained from manufacturers website and does not include any potential discounts or upgrades.

Vehicle Type	Base Model	Gas make/model	EV Make/Model
1/2 Ton PPV Pickup	Ford F-150	Ford F-150 Responder	Ford F-150 Lightning
Combined average fuel economy (MPGGE)		20	68
Current MSRP Purchase Price	\$ 37,065.00	\$ 53,860.00	\$ 62,995.00
Average Distance between fueling/charging (miles)		300	240
Current average cost per gallon/kwh		\$ 2.65	\$ 0.08
Division	Unit number	Average annual mileage	Simple Payback for EV vehicle (Years)
2004 - Marshal	4429	4,181.00	19.30
2004 - Marshal	3651	11,160.00	7.10

'Average annual mileage', 'Simple Payback for EV vehicle (Years)' by 'Unit number'



Half-Ton PPV Pickups





Half-Ton PPV Pickups

- Replacing units 3651 and 4429 for Marshals
- Purchase for Two (2) 2025 Ford F-150 PPV Responder Pickups
- Unit to be purchased from Randall Reeds Planet Ford through HGAC contract number # VE02-24





Half-Ton PPV Pickups





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Eight (8) 2025 Ford Escapes from Arrow Ford for the Police Department, Planning Services and Health (Don Green)**

GENERAL INFORMATION

Fleet Services seeks to purchase eight (8) 2025 Ford Escapes from Arrow Ford through CB-2532. Seven (7) for Police Department and Planning Services to replace existing units. One (1) new budget item for Health.

SPECIAL CONSIDERATIONS

Bids were advertised from 03/16/2025 through 3/30/25. Thirty-eight (38) vendors were contacted and three (3) bids were received in response. Seven of these units were previously approved through Council Resolution # 26-2025 but had to be re-bid due to pricing changes between bid and award.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total \$211,544.00. Seven units were budgeted for and approved in the FY25 budget process and were \$59,899.00 under budget. One was not budgeted and will be corrected in the revised FY25 budget period, with this addition the budgetary difference is \$33,456.00 under budget.

STAFF RECOMMENDATION

Fleet Services staff recommends the purchase of eight (8) 2025 Ford Escapes and awarding CB-

2532 to Arrow Ford.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CB-2532 Crossover Sports Utility Vehicles Resolution
2. FY25 CB-2532 Crossover Sport Utility Vehicles Addtl Info
3. FY25 CB-2532 Crossover Sport Utility Vehicles Budget vs Actual
4. FY25 CB-2532 EV Comparison Crossover SUVs
5. FY25 CB-2532 Crossover SUVs PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE EIGHT (8) 2025 FORD ESCAPE CROSSOVER SPORTS UTILITY VEHICLES FROM ARROW
FORD, ABILENE TX CB-2532**

WHEREAS, City of Abilene has a need for eight (8) crossover sports utility vehicles; and

WHEREAS, City of Abilene budgeted for seven (7) units in Fiscal Year 2025; and

WHEREAS, City of Abilene did not budget for one (1) unit and will include it in revised Fiscal Year 2025 budget, and

WHEREAS, City of Abilene received pricing for eight (8) 2025 Ford Escape crossover sports utility vehicles through sealed bids; and

WHEREAS, Arrow Ford is the lowest bidder to meet all required specifications.

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

PART 1: That the City Council approves this purchase from Arrow Ford of Abilene, Texas in the amount of Two Hundred Eleven Thousand Five Hundred Forty-Four Dollars and Zero Cents (\$211,544.00) for eight (8) 2025 Ford Escape crossover sports utility vehicles.

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

ADOPTED this 24th day April, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Crossover Sport Utility Vehicles

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3964	Major Investigations	2008	Chevrolet	Trailblazer	131,306		\$17,923.81	Auction	3 of 4	Meets 3 of 4 replacement criteria
3523	Major Investigations	2005	Ford	Taurus	119,708		\$18,772.46	Auction	3 of 4	Meets 3 of 4 replacement criteria
4154	Major Investigations	2010	Ford	Fusion	130,692		\$23,856.02	Auction	3 of 4	Meets 3 of 4 replacement criteria
3689	Special Investigations	2006	Ford	Taurus	120,957		\$22,771.80	Auction	3 of 4	Meets 3 of 4 replacement criteria
3755	Special Investigations	2007	Chevrolet	Impala	116,022		\$16,531.93	Auction	3 of 4	Meets 3 of 4 replacement criteria
3798	Special Investigations	2007	Ford	Crown Victoria	128,785		\$20,009.19	Auction	3 of 4	Meets 3 of 4 replacement criteria
3204	Planning Services	2002	Chevrolet	Impala	73,969		\$26,384.03	Auction	3 of 4	Meets 3 of 4 replacement criteria

BUDGET vs ACTUAL COSTS
Crossover Sport Utility Vehicles

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3964	3008	Major Investigations	Crossover SUV	\$35,000.00	\$26,443.00	(\$8,557.00)	
3523	3008	Major Investigations	Crossover SUV	\$35,000.00	\$26,443.00	(\$8,557.00)	
4154	3008	Major Investigations	Crossover SUV	\$35,000.00	\$26,443.00	(\$8,557.00)	
3689	3009	Special Investigations	Crossover SUV	\$35,000.00	\$26,443.00	(\$8,557.00)	
3755	3009	Special Investigations	Crossover SUV	\$35,000.00	\$26,443.00	(\$8,557.00)	
3798	3009	Special Investigations	Crossover SUV	\$35,000.00	\$26,443.00	(\$8,557.00)	
3204	4002	Planning Services	Crossover SUV	\$35,000.00	\$26,443.00	(\$8,557.00)	
				\$245,000.00	\$185,101.00	(\$59,899.00)	Under Budget
NBI	3200	Health	Crossover SUV	\$0.00	\$26,443.00	\$26,443.00	
				\$0.00	\$26,443.00	(\$33,456.00)	Under Budget

EV Comparison for Vehicle Replacements

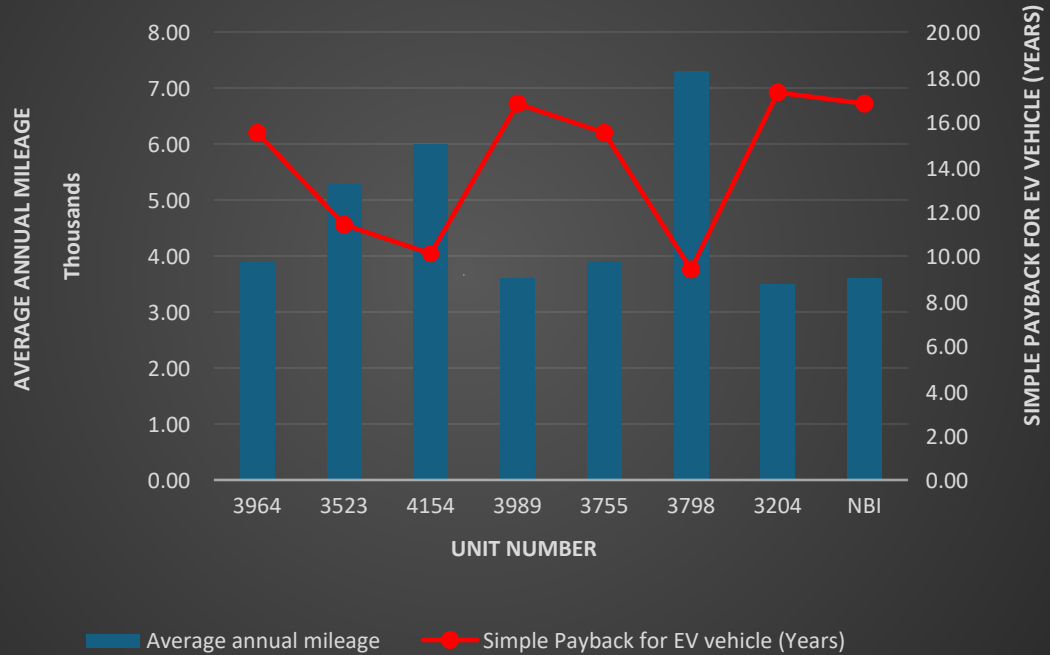


The below data is collected from manufacturer vehicle specifications, Afleet online and Fleet software (AssetWorks). This data does not represent costs associated with installation of charging stations. MSRP cost is obtained from manufacturers website and does not include any potential discounts or upgrades.

Vehicle Type	Base Model	Gas make/model	PHEV Hybrid Make/Model
<i>Midsized SUV</i>	<i>Ford Escape</i>	<i>Ford Escape</i>	<i>Ford Escape PHEV</i>
Combined average fuel economy (MPGGE)		30	39
Current MSRP Purchase Price	\$ 29,895.00	\$ 29,895.00	\$ 34,000.00
Average Distance between fueling/charging (miles)		444	560
Current average cost per gallon/kwh		\$ 2.65	\$ 0.08
Division	Unit number	Average annual mileage	Simple Payback for EV vehicle (Years)
3008 - Major Investigations	3964	3,900.00	15.50
3008 - Major Investigations	3523	5,300.00	11.40
3008 - Major Investigations	4154	6,000.00	10.10
3009- Special Investigations	3989	3,600.00	16.80
3009- Special Investigations	3755	3,900.00	15.50
3009- Special Investigations	3798	7,300.00	9.40
4001 - Planning and Dev	3204	3,500.00	17.30
3200- Health	NBI	3,600.00	16.80

EV Comparison for Vehicle Replacements

'Average annual mileage', 'Simple Payback for EV vehicle (Years)' by 'Unit number'



Crossover Sport Utility Vehicles





CB-2532 Crossover SUVs

- Replacing units 3964, 3523, and 4154 for Major Investigations
- Replacing units 3689, 3755, and 3798 for Special Investigations
- Replacing unit 3204 for Planning Services
- New Budget Item for Health
- All units to be 2025 Ford Escapes
- Recommend award of units to Arrow Ford.





CB-2419 Crossover SUVs





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 6. Resolution: Receive a Report, Hold A Discussion, and Take Action to Approve the Purchase of a Rebuilt Engine from Heavy Quip, Inc. dba Diesel Sales for Aircraft Rescue Fire Fighting Truck Rescue 2 *(Don Green)*

GENERAL INFORMATION

The Airport's older of the two Aircraft Rescue Firefighting Truck, Rescue 2, experienced engine failure on its way to a training exercise at Dyess AFB on February 4th. After evaluation by AFD's Emergency Vehicle Technicians and Fleet Maintenance staff, it was determined that the engine is beyond repair due to a cracked block. After much effort by AFD and Fleet staffs, three quotes were received for a rebuilt engine block. The lowest quote was for \$50,000 from Heavy Quip, Inc. dba Diesel Sales. The City issued a Purchase Order the week of April 7th as an Emergency Purchase. The City will incur further separate costs for a local repair center to install the engine.

SPECIAL CONSIDERATIONS

Rescue 2 is a 2002 model, which was already programmed to be replaced in FY25 using the Airport's FAA Airport Improvement Program Grant. Even with the newly installed rebuilt engine, this planned replacement will still take place as ARFF Truck orders are currently taking over 18 months for manufacture and delivery. Airport staff does not recommend relying on its sole-remaining ARFF truck to maintain an adequate and federally-required ARFF response.

FUNDING/FISCAL IMPACT

This is an unbudgeted expense that will be funded through the Fleet Fund.

STAFF RECOMMENDATION

Staff recommends approval of the Emergency Purchase to get this ARFF Truck back in service.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board was previously informed of Rescue 2's engine failure, but the timing of the Emergency Purchase did not allow for ADB action at its April 9th meeting.

ATTACHMENTS:

1. Rescue 2 Engine Emergency Purchase Resolution 4-24-25
2. ABILENE - 8V92 - 4-7-25 (2)
3. Rescue 2 Engine Replacement Presentation (4-24-25)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE PURCHASE OF A REBUILT ENGINE FROM HEAVY QUIP, INC. DBA
DIESEL SALES FOR AIRCRAFT RESCUE FIRE FIGHTING TRUCK – RESCUE 2**

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

WHEREAS, Aircraft Rescue Fire Fighting Truck – Rescue 2 experienced an engine failure; and

WHEREAS, the lowest quote received for a replacement rebuilt engine was \$50,000.00 from Heavy Quip, Inc. dba Diesel Sales; and

WHEREAS, Airport Staff determined that the critical nature of this truck warranted an emergency purchase and issued a purchase order; and

WHEREAS, the Airport Development Board was previously informed of the engine failure but has not had the opportunity to approve this emergency purchase; and

WHEREAS, the procurement of the engine for the Aircraft Rescue Fire Fighting Truck – Rescue 2, is necessary to preserve or protect the public health or safety of the City’s residents.

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

That the City Council approves the purchase of a replacement rebuilt engine in the amount of \$50,000.00 from Heavy Quip, Inc. dba Diesel Sales.

ADOPTED this 24th day of April 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**Corporate Office:**

Heavy Quip, Inc. dba Diesel Sales
55 West Wacker Dr., Suite 1120
Chicago, IL 60601
312-368-7997
www.dieselsales.com

Shipped From:

HQ Chicago Warehouse
4401 Ogden Ave
Chicago, IL 60623

Quote #	8266
Customer #	201580
Date	4/7/2025

Bill To

CITY OF ABILENE
PO BOX 60
Abilene, TX 79601

Ship To

CITY OF ABILENE
898 SANDY ST
Abilene, TX 79601

Salesperson			Tax Number	Ship Via	PO #
DAVE					

Qty	Stock #	Item	Sale Price	Amount
1	66849	Rebuilt Detroit 8V-12V-16V Industrial Engine Complete BUILT TO SPEC <i>BUILT TO ESN: 08VF178642 / 80837K34</i>	\$43,000.00	\$43,000.00
1		Core Charge on Engine Complete	\$6,000.00	\$6,000.00
1		Freight	\$1,000.00	\$1,000.00

Diesel engines or engine parts, all fluids drained, all items manufactured in USA, all amounts in US dollars. Heavy Quip, Inc. Federal Tax ID #: 26-3780957
Thank you for your business! We appreciate your support and hope you'll keep us in mind for future needs. Referrals are always welcome!

Signed: _____

Items:	\$49,000.00
Freight:	\$1,000.00
Total:	\$50,000.00

Remit to: Heavy Quip, Inc. dba Diesel Sales, 55 West Wacker Dr., Suite 1120 Chicago, IL 60601

Heavy Quip Inc. dba Diesel Sales

Engines may require modifications to fit your specific application. Cancellations and returns are subject to a minimum 20% restocking fee plus additional costs. For engines sold on an exchange basis, cores must be returned. Core deposits are refundable only if the block, head, and crankshaft are rebuildable. **Lead times may change due to parts availability.** Prices are subject to change without notice. **Initial:** _____

Warranty Terms

Supplier and OEM Warranties Supersede: All supplier, production rebuilder, and OEM manufacturer warranties supersede Heavy Quip Inc., Inc./Diesel Sales warranty. *View our warranty on www.dieselsales.com.*

Limited One-Year Warranty for Heavy Quip Inc./Diesel Sales Remanufactured, New Surplus Engines and Parts: For complete off-road and on-highway/off-highway truck engines, the warranty provides parts and labor coverage for one year or 2,000 hours or 100,000 miles, whichever occurs first. All replacement parts are covered under a one-year replacement-only warranty, regardless of where they come from. Warranty coverage for parts includes key components such as: the crankshaft, camshaft, block, head(s), rods, and pistons. Parts will be reimbursed at our cost. New surplus engines have a one year parts only warranty. Maximum labor reimbursement for remanufactured engines is \$1,000.00.

Limited Six-Month Warranty for Heavy Quip Inc./Diesel Sales Reconditioned Engines or Parts: Complete off-road and on-highway/off highway truck engines that have new bearings and seals and are dyno-tested, are covered for six months or 1,000 hours, unlimited miles, parts only, whichever occurs first. Special configurations and applications are also covered for six months or 1,000 hours, parts only, whichever occurs first. All replacement parts have a six-month replacement-only warranty. Coverage for parts includes key components such as the crankshaft, camshaft, block, head(s), rods, and pistons. Parts will be reimbursed at our cost.

Limited 100-Day Parts Warranty for Good Used Diesel Engines and Parts

Engines and parts sold with a 100 day warranty (1,000 hours or unlimited miles); parts will be reimbursed at our cost.

Limited 30-Day Parts Warranty: Engines and parts sold with a 30 day warranty; parts will be reimbursed at our cost.

Transmission Warranties: All transmissions are supplied by our suppliers. Supplier and OEM warranties supersede.

EPA Compliance: Unless explicitly stated otherwise by Heavy Quip Inc./Diesel Sales, the engines may not comply with current emissions regulations in the US, Canada, or the EU. Engines are sold "as-is" with no warranty related to emissions compliance. Buyers assume all risk and liability and agree to indemnify and release the seller from any responsibility related to emissions violations. Installing a non-emissions engine in place of an emissions-compliant engine will result in the warranty being void.

Claim Procedures: To file a warranty claim, the purchaser must contact Heavy Quip Inc./Diesel Sales at 312-368-7997. All units must be returned, freight prepaid, to our shop or warranty center for inspection and determination. We are not liable for special, incidental, or consequential damages, including loss of revenue, profits, or business, even if we have been made aware of such potential losses. Approval for warranty work and reimbursement requires Heavy Quip Inc./Diesel Sales' receipt of the defective product and a valid repair order. Unauthorized repairs or outside repairs not pre-approved by Heavy Quip Inc./Diesel Sales will void the warranty. The customer's exclusive remedy under the warranty is, at our discretion, either repair, replacement, or refund of the purchase price for any items deemed defective.

Scope and Duration of Warranty: Warranties for remanufactured engines from Heavy Quip Inc./Diesel Sales begin at the date of installation, which covers critical components like the block, crankshaft, and cylinder heads. This warranty does not cover oil or fuel consumption, leaks, or blow-by unless directly caused by a defect in the engine or any new parts installed by Heavy Quip Inc./Diesel Sales. The warranty does not extend to damages caused by misuse, neglect, overloading, improper installation, lack of lubrication, or failure to follow manufacturer and Heavy Quip Inc./Diesel Sales maintenance guidelines.

Warranty Registration and Validity: To activate the warranty, engines must be registered within 30 days of shipment from us or our vendors. Registration requires a copy of the repair order or installation receipt. If the product remains unused for six months or more, we may void the warranty at our discretion. The warranty is valid only within the US 48 states and Canada, and repairs must be performed at pre-approved facilities. The warranty is non-transferable and terminates if the product is sold, transferred, or no longer in the purchaser's possession.

Exclusions: Our warranty does not cover towing charges, personal property damage, state/provincial or local taxes, loss of perishable cargo, lodging expenses, loss of revenue, vehicle downtime, overtime labor, premium freight, travel expenses, or road service calls. It also excludes repair or replacement of optional items not sold or installed by us or covered under a manufacturer's specific warranty. The warranty does not cover commercial use unless specifically stated, or any other matters not explicitly included in the warranty terms. For engines shipped outside the continental US, the warranty does not apply unless the parts or engine are returned to the factory for repair at the customer's expense.

Installation Responsibility: In some cases, engines may require modifications to fit the buyer's specific application. The buyer or installer is responsible for any necessary changes or alterations, and no compensation will be provided for these modifications by Heavy Quip Inc./Diesel Sales. The engine warranty will be void if improper installation procedures, including the reuse of contaminated parts or incorrect storage, result in engine damage. If the engine shows signs of overheating, the warranty is void. For truck engines, the speedometer must be functional to track miles, and if the ECM or truck fails to log miles or hours, the engine warranty will also be void.

Claim Procedures and Additional Policies: All warranty repairs must be approved before payment will be made. Claims must be filed promptly, and any unauthorized repairs will not be covered under the warranty. Customers are responsible for returning failed parts to the supplier, rebuilder, or OEM for inspection. Failure to notify Heavy Quip Inc./Diesel Sales of these returns will result in the warranty being voided. All claims will be processed in accordance with the terms outlined in this document.

Terms and Conditions: Buyer agrees that their sole remedy for any cause of action arising from the sale of products, including negligence, is expressly limited to the replacement of nonconforming products or payment of an amount not exceeding the purchase price of the affected products, at the seller's option. Any controversy or claim arising out of or related to this transaction, including performance or breach, shall be resolved by arbitration under the rules of the American Arbitration Association, with jurisdiction in the State of Illinois. In the event of a dispute, the seller is entitled to recover reasonable legal fees and related litigation costs. All special orders are non-cancellable. Merchandise cannot be returned without prior approval, and all returns are subject to a 20% handling or restocking fee plus expenses. These terms and conditions, along with the seller's quotation, constitute the entire agreement between the buyer and seller, superseding any prior oral or written statements or understandings between the parties or their representatives.

Bank Wire and ACH Instructions: We accept bank wire/ACH payments for Heavy Quip Inc. Diesel Sales. Please ensure payments are sent to the correct bank details provided below. Any questions call 312.368.7997 and ask for accounting. Payment confirmations can be emailed to accounting@dieselsales.com

Bank name: CIBC USA/The Private Bank and Trust Company, 120 S LaSalle St. Chicago, IL 60602

Account name: Heavy Quip Inc. **Account Number:** 2167662 **ABA:** 071006486 (routing number)

International Swift Code: PVTBUS44

Sign below to acknowledge:

Signature: _____ **Date:** _____



Heavy Quip Inc. dba Diesel Sales
55 W. Wacker Dr. #1120
Chicago, IL 60601

Phone: 312-368-7997
Email: info.dieselsales.com
www.dieselsales.com

Heavy Quip Inc. dba Diesel Sales Engine Installation Instructions

Warranty is valid only when:

- The radiator has been removed and cleaned.
- Oil and oil filters are changed at 200-hour intervals.
- Air filters are changed every 500 hours.

In the event of failure, Heavy Quip Inc. / dba Dieselsales will not be liable for any labor costs associated with the removal or installation of the unit.

The following checklist must be adhered to at the time of installation; failure to comply will void this warranty

1. Radiator removed and cleaned
2. Oil and water levels checked and correct
3. All filters replaced (oil, fuel, water, and air - both inner and outer)
4. Fan belts inspected and replaced if needed. Note: Overheated engines caused by broken or slipping fan belts will void the warranty
5. Air intake system inspected (hoses, clamps, pipes, and air cleaner assembly) and replaced if needed
6. Oil cooler, belts, thermostats, and hoses inspected and replaced as needed

Note: Operating instructions for Heavy Quip Inc. dba Diesel Sales remanufactured engines

- Start the engine and let it idle until warmed up. Use this time to check for any oil, water, intake, or exhaust leaks.
- Check all the gauges and warning lights to ensure they are functioning properly.
- Inspect the air cleaner assembly and piping thoroughly before installing them on the engine. A small air leak in the intake system can, and will, destroy an engine in a matter of hours.
- Once the engine reaches normal operating temperature, verify that there are no leaks.
- Shut the unit down and recheck all fluid levels.
- Restart the engine and operate it as you normally would.
- For the first couple of days, check oil and water levels twice daily
- If any issues arise, contact your salesperson immediately.

Note: Heavy Quip cba Diesel Sales cannot be held responsible if these procedures are not followed.

Sign below to acknowledge:

Signature: _____ **Date:** _____

Heavy Quip Inc. dba Diesel Sales - 55 W. Wacker Dr. # 1120, Chicago, IL 60601 warranty@dieselsales.com

LIMITED WARRANTY REGISTRATION FORM

This document must be returned in order to register your engine for any future warranty claims.
All information must be complete or it will not be processed.
No warranty work claims can be started without this form on file.

Limited Warranty is not valid until this form AND a copy of the **INSTALLATION REPAIR ORDER OR INVOICE is received by Heavy Quip / Diesel Sales. Warranty begins at the date of installation or 30 days from date of shipment, whichever comes first.

**Please e-mail completed form to: Registration@DieselSales.com
along with a copy of the installation repair order or invoice***

SECTION 1 ENGINE INFORMATION

Engine Serial Number: _____

Reason for Engine Replacement: _____

SECTION 2 ENGINE OWNER

Company Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

SECTION 3 ENGINE INSTALLER

Company Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

SECTION 4 VEHICLE INSTALLATION INFORMATION

Date Installed: _____ Odometer @ Install: _____ Hours @ Install: _____

VIN or NDA#: _____ Unit Car #: _____ SLIC Code (UPS Only): _____

Year: _____ Make: _____ Model: _____ Application: _____

Installation RO or Installer Invoice #: _____ (copy must be attached to this form to finalize registration process)

The information used in this form will be used to determine warranty coverage and payment should a claim occur.
Incomplete information will not be processed.

Signature: _____ Print Name: _____

Title: _____ Date: _____ (updated 12/2024)

City Council Meeting





Rescue 2 Emergency Engine Purchase

- Aircraft Rescue Fire Fighting Truck – Rescue 2 experienced an engine failure
- The lowest quote received for a replacement rebuilt engine was \$50,000.00 from Heavy Quip, dba Diesel Sales
- Airport Staff determined that the critical nature of this truck warranted an Emergency Purchase and issued a purchase order.
- The Airport Development Board was previously informed of the engine failure but has not had the opportunity to approve this Emergency Purchase.







**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Task Order with Enprotec/Hibbs & Todd, Inc. for Airport Access Road Design and Construction Management. (Don Green)

GENERAL INFORMATION

Enprotec/Hibbs & Todd (EHT) has the design and construction management contract for the new Airport Access Road as approved by City Council Resolution 200-2024. The original contract price was \$210,000. However, the scope of work has increased to include further coordination with TXDOT to design the intersection with Highway 36 for a traffic signal, the traffic signal itself as a bid alternate, and the design of a sign denoting the new airport entrance. EHT has proposed this additional work and associated project management to be an additional \$122,300.00. This will increase the contract cost to \$332,300.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This contract is fully-funded by the HUD Grant supporting this project. No City funds will be used.

STAFF RECOMMENDATION

Staff recommends the increase in scope of work and the increased contract cost.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its April 9, 2025 meeting.

ATTACHMENTS:

1. EHT Task Order 1 Amendment 1 Resolution (4-24-25)
2. Landside Engineering_Task Order No. 1_Amendment No. 1
3. 200-2024 - Authorizing the Airport Access Road Design & Construction Management Services Task Order One with EHT
4. EHT Task Order 1 Amendment 1 Presentation (4-24-25)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AMENDMENT 1 OF THE
AIRPORT ACCESS ROAD DESIGN AND CONSTRUCTION MANAGEMENT SERVICES
TASK ORDER ONE WITH ENPROTEC/HIBBS & TODD**

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

WHEREAS, Enprotec/Hibbs & Todd (E/HT) has the design and construction management contract for the new Airport Access Road; and

WHEREAS, the scope of work has increased to include further coordination with TXDOT to design the intersection with Highway 36 for a traffic signal, the traffic signal itself as a bid alternate, and the design of a sign denoting the new airport entrance; and

WHEREAS, E/HT has proposed this additional work and associated project management to be an additional \$122,300.00; and

WHEREAS, this amendment will increase the contract cost to \$332,300.00; and

WHEREAS, this amendment is an eligible cost under the grant with the U.S. Department of Housing and Urban Development that funds this project; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation of this amendment at its April 9, 2025 meeting.

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

1. That the City Manager is authorized to execute the Amendment 1 to Task Order 1 with Enprotec/Hibbs & Todd in the amount of \$122,300.00, for a total contract amount of \$332,300.00
2. That this Resolution shall be effective immediately.

ADOPTED this 9th day of April 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Amendment No. 1
Scope of Engineering Services
Task Order No. 1
Under Engineering Services Agreement with the City of Abilene

Bonanza Drive Extension and Widening Project

Scope

Refer to the attached Exhibit B-1 for a full description of the scope of services for this Task Order.

Compensation

Refer to the attached Exhibit B-1 for a breakdown of the compensation for this Task Order.

ENPROTEC / HIBBS & TODD, INC.

CITY OF ABILENE, TEXAS

Signature

Date

Signature

Date

Printed or Typed Name

Printed or Typed Name

EXHIBIT "B-1"

**ABILENE AIRPORT LANDSIDE ENGINEERING
TASK ORDER NO. 1
(AMENDMENT NO. 1)**

PAYMENT

BONANZA DRIVE EXTENSION AND WIDENING

Contract amendment to include design, bidding, and construction phase services of the traffic signal light and turn lanes within the TxDOT ROW at the intersection of Highway 36, FM 18 and the proposed Bonanza Drive as well as structural, architectural, and landscaping services for the monument sign and directional sign in accordance with the concept presented in the Airport Land Use Plan.

Payment for services in Amendment No. 1 will be made on a Lump Sum Basis of \$115,700 and a Time and Materials Basis of \$6,600 for a Total Additional Contract Amount of \$122,300 payable as outlined below:

Basic Engineering Services (Lump Sum):

Project Management	\$ 6,100
Traffic Signal Light Construction Documents	\$ 48,600
Turn Lane Construction Documents	\$ 39,600
Monument Signage Construction Documents	\$ 16,400
Bidding Phase	\$ 5,000

Additional Services (Time & Materials)

Construction Administration	\$ 6,600
-----------------------------	----------

Payment for services beyond the original scope will be paid on a time and materials basis per the attached current Schedule of Charges. The Schedule of Charges is updated annually in January. Invoices for payment shall be submitted on a monthly basis and are subject to written acceptance by City's Project Representative.

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

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

SCHEDULE: See attached Schedule of Charges.

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 perhour
Project Engineer / Geologist.....	150.00 per hour
Staff Engineer I / Geologist I.....	130.00 perhour
Staff Engineer II / Geologist II.....	125.00 perhour
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

RESOLUTION NO. 200-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AIRPORT ACCESS ROAD
DESIGN AND CONSTRUCTION MANAGEMENT SERVICES TASK ORDER ONE WITH
ENPROTEC, HIBBS & TODD**

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

WHEREAS, Abilene Regional Airport's Land Use Plan proposes a new Airport Access Road through Development Area B; and

WHEREAS, the City is contracted with Enprotec, Hibbs & Todd for Airport Landside Engineering Services; and

WHEREAS, Enprotec, Hibbs & Todd has proposed a design and construction management services task order for the new road in the amount of \$210,000.00; and

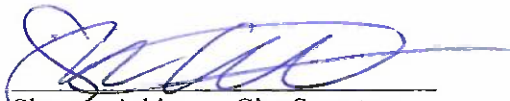
WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation of this task order at its September 11, 2024 meeting.

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

1. That the City Manager is authorized to execute the Task Order 1 with Enprotec, Hibbs & Todd in the amount of \$210,000.00.
2. That this Resolution shall be effective immediately.

ADOPTED this 12th day of September 2024.

ATTEST:


Shawna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney

City Council Meeting





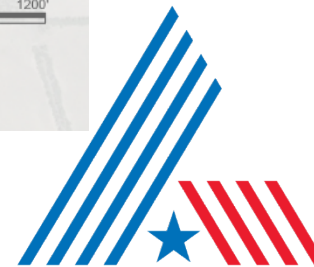
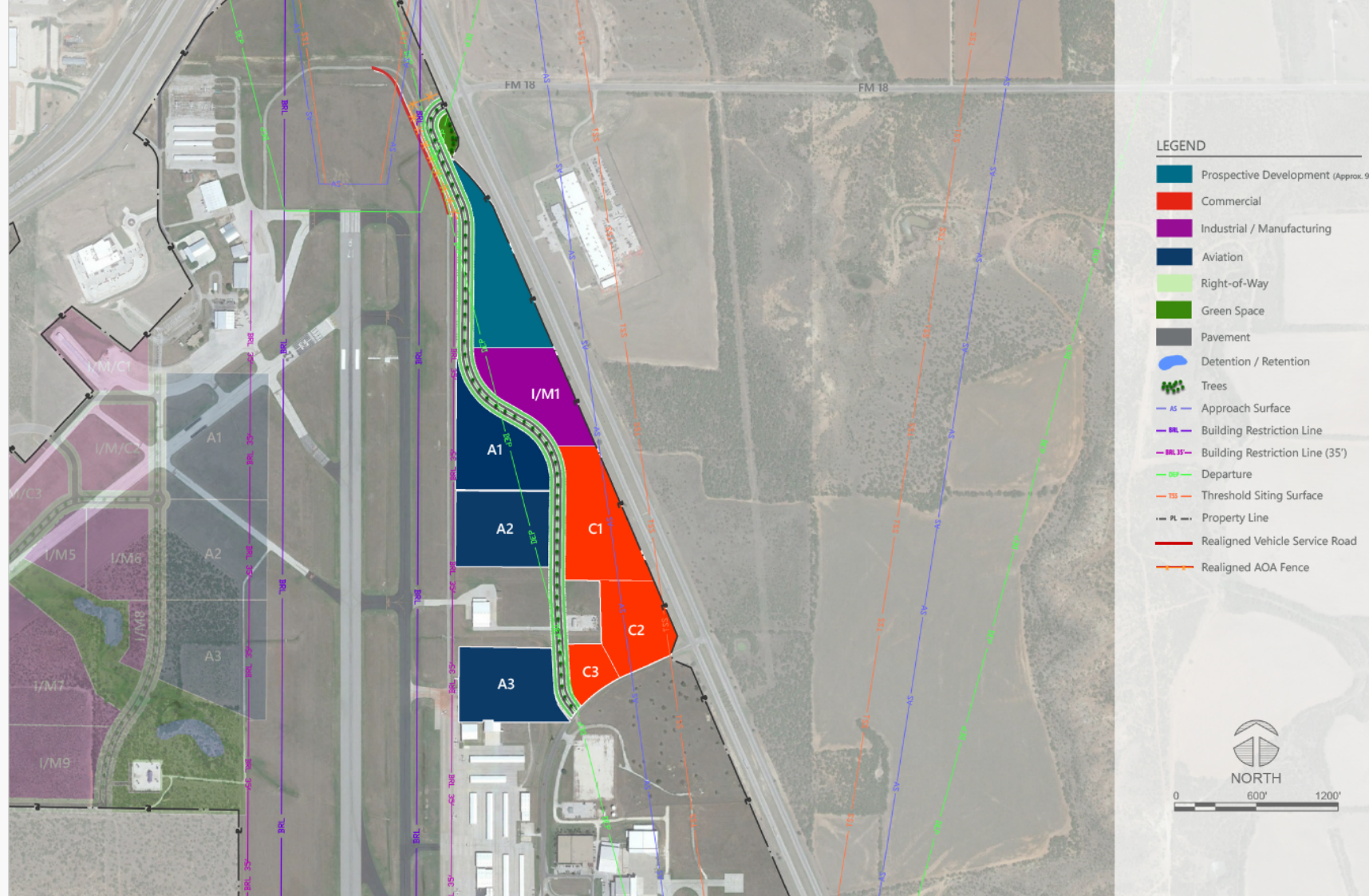
Amendment 1 to Airport Access Road Design Contract with Enprotec/Hibbs & Todd

- The City of Abilene has a Task Order with Enprotec, Hibbs & Todd for the design and construction management of the new Airport Access Road.
- The original contract price was \$210,000. However, the scope of work has increased to include further coordination with TXDOT to design the intersection with Highway 36 for a traffic signal, the traffic signal itself as a bid alternate, and the design of a sign denoting the new airport entrance.



- EHT has proposed this additional work and associated project management to be an additional \$122,300.00. This will increase the contract cost to \$332,300.00.
- This contract is fully-funded by the HUD Grant supporting this project. No City funds will be used.
- The Airport Development Board approved its recommendation at its April 9, 2025 meeting.





CITY OF
ABILENE
TEXAS





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Three (3) 2025 1/2 Ton Chevrolet Silverado Pickups for the Fire Department from Gunn Chevrolet (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase three (3) 2025 1/2 Ton Chevrolet Silverado Pickups for the Fire Department, through BuyBoard contract #724-23 from Gunn Chevrolet, Selma, Texas.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund, totaling \$150,519.25. The funds for this purchase were planned and included in the FY25 Budget. The total cost of \$150,519.25 is \$45,519.25 over budget. Vehicles are considered over budget due to their original replacement criteria being mid-size SUV's. The Fire Department requested an upgrade to 1/2 Ton Pickups to better serve current division requirements and will be funding the \$45,519.25 overage from Fire Apparatus Funds.

STAFF RECOMMENDATION

Fleet Services and the Fire Department recommend the purchase of three (3) 2025 1/2 Ton

Chevrolet Silverado Pickups for the Fire Department, through BuyBoard contract # 724-23 from Gunn Chevrolet, Selma, Texas for the Fire Department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP Fire Half Ton Pickups Resolution
2. FY25 CO-OP Fire Half Ton Pickups Pricing Worksheet
3. EV Comparison Fire Half Ton Pickups
4. FY25 CO-OP Fire Half Ton Pickup Addtl Info
5. FY25 CO-OP Fire Half Ton Pickups Budget vs Actual (5)
6. FY25 CO-OP Fire Half Ton Pickups Presentation PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE THREE (3) 2025 CHEVROLET SILVERADO 4WD CREW CAB HALF TON PICKUPS FROM
GUNN CHEVROLET, SELMA, TX THROUGH BUYBOARD # 724-23**

WHEREAS, City of Abilene has a need for Three (3) Half Ton Pickups; and

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

WHEREAS, City of Abilene received pricing for Three (3) 2025 Chevrolet Silverado 4WD Crew Cab Half Ton Pickups through BuyBoard Co-Operative Contract # 724-23; and

WHEREAS, These units will be to replace three (3) existing units that have reached end of useful life; and

WHEREAS Gunn Chevrolet is the BuyBoard approved vendor for the Half Ton Pickups.

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

PART 1: That the City Council approves this purchase from Gunn Chevrolet, Selma, Texas in the amount of One Hundred Fifty Thousand Five Hundred Nineteen Dollars and Twenty-five Cents (\$150,519.25) for three (3) 2025 Half-Ton Chevrolet Silverado 4WD Crew Cab Pickups.

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

ADOPTED this 24th day April, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 04/11/2025
Buyer's Name City of Abilene
Co-Buyer's Name _____
Business Name City of Abilene
Address 898 Sandy St
City & State Abilene Zip _____
Home Phone _____ Bus. Phone (325) 676-6068
Cell Phone _____ E-Mail Emma.Dillinger@abilenetx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # _____ Must Order _____ Vin # _____
Year 2025 Make Chevrolet
Model Silverado 1500 Model Trim Work Truck
Miles _____ Color _____
M.S.R.P. \$54,050.00 Discount \$6,156.00 O.S.P. \$47,894.00

Dealer Installed Accessories *

1. Delivery Fee	\$450.00
2. FLOOR LINERS F&R	\$295.00
3. F&R Parking Sensors	\$1,384.00
4. Buy Board Fee \$400 per PO	
5. _____	
6. _____	
7. Buy Board Contract 724-23	

Selling Price	\$47,894.00
Plus Owed Accessories	\$2,129.00
Selling Price w/ Accessories	\$50,023.00
Sales Services Fee	
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	

Sub-Total	\$50,023.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$16.75
Balance Due on Trade-In	\$0.00

Documentary Fee	\$0.00
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Total	\$50,039.75
Deposit Receipt #	
Cash Down Receipt #	\$0.00
Amount to Finance	\$50,039.75

X 3
\$150,119.25

Plus Buy Board
FEE \$480.00
PER P.O.

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 04/11/2025 Buyer's / Co-Buyer's Signature: _____ Accepted _____



Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

City of Abilene

Prepared For: Emma Dillinger 2025 1500 Crew Cab 4x4 WT

325-676-6068

emma.dillinger@abilenetx.gov

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck



Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck MSRP:\$46,300.00

Interior:Jet Black, Cloth seat trim
Exterior 1:Red Hot
Exterior 2:No color has been selected.
Engine, 5.3L EcoTec3 V8
Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10743	[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck	\$46,300.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
A2X	Seat adjuster, driver 10-way power including lumbar	\$290.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CGN	Chevytec spray-on bedliner, Black	\$545.00
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
G80	Auto-locking rear differential	\$395.00
GU5	Rear axle, 3.23 ratio	Inc.
H0U	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
KC4	Cooling, external engine oil cooler	Inc.

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Data Version: 25177. Data Updated: Apr 9, 2025 6:44:00 PM PDT.



Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (🔑 Complete)

KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, interior power outlet, 120-volt		\$225.00
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW7	Alternator, 170 amps		\$0.00
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled	Inc.	
PCV	WT Convenience Package	Inc.	
PDB	LPO, Dark Essentials Package		\$595.00
PEB	WT Value Package		\$960.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift		\$150.00
RIK	LPO, Black nameplates	Inc.	
RPP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Black painted steel		\$300.00
SB7	LPO, Black tailgate lettering	Inc.	
SFZ	LPO, Black Bowtie Emblem, front	Inc.	
UBI	USB ports, rear, dual, charge-only	Inc.	
VQO	LPO, Black work step		\$575.00
Z82	Trailer Package	Inc.	
—	Option/package discount		(\$500.00)
SUBTOTAL			\$51,855.00
Adjustments Total			\$0.00
Destination Charge			\$2,195.00
TOTAL PRICE			\$54,050.00

FUEL ECONOMY

Est City:16 MPG
Est Highway:19 MPG
Est Highway Cruising Range:456.00 mi

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Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (✔ Complete)

Standard Equipment

Package	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (✔ Complete)

Exterior

- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black (semi-gloss)
- Bumpers, rear, Black (semi-gloss)
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
- Taillamps with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
- Tailgate, gate function manual, no EZ Lift

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone, connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (Complete)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering column lock, electrical
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone manual
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking

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Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (✔ Complete)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Data Version: 25177. Data Updated: Apr 9, 2025 6:44:00 PM PDT.



Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2025 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

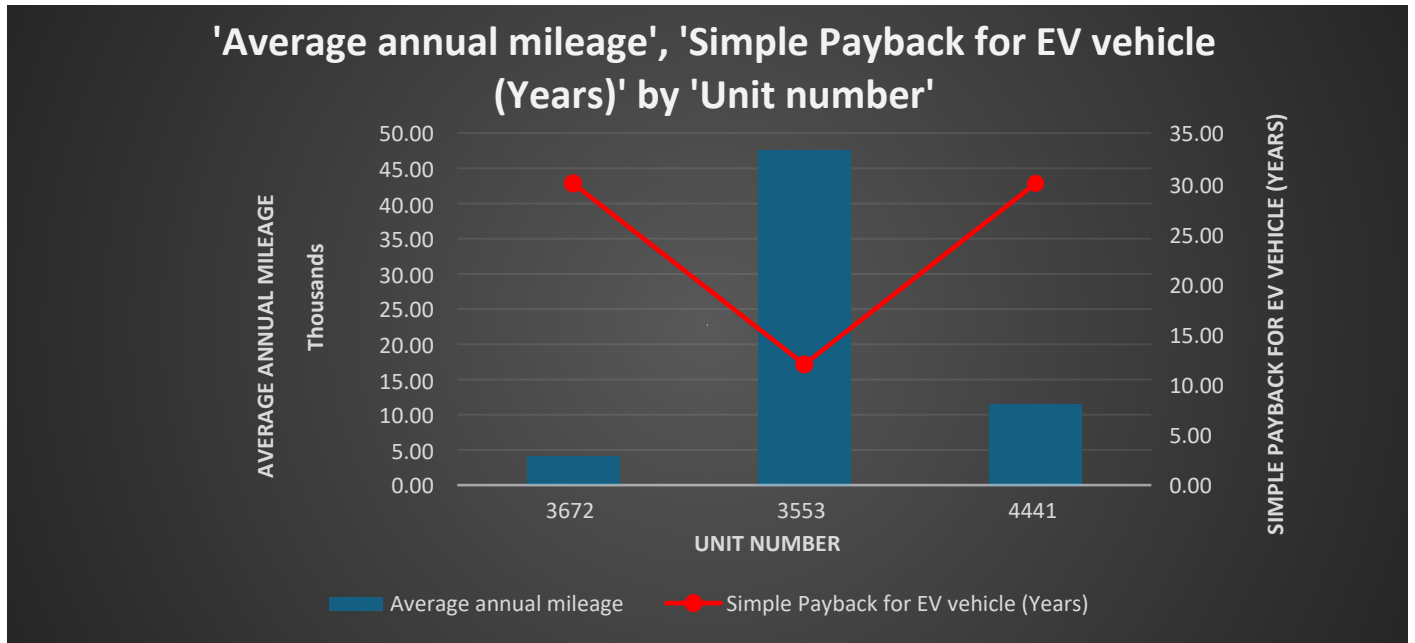
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EV Comparison for Vehicle Replacements



The below data is collected from manufacturer vehicle specifications, Afleet online and Fleet software (AssetWorks). This data does not represent costs associated with installation of charging stations. MSRP cost is obtained from manufacturers website and does not include any potential discounts or

Vehicle Type	Base Model	Gas make/model	EV Make/Model
1/2T Pickup Truck	Chevrolet Silverado 1500	Chevrolet Silverado 1500	Chevrolet Silverado EV
Combined average fuel economy (MPGGE)		26	65
Current MSRP Purchase Price	\$ 37,845.00	\$ 37,845.00	\$ 75,195.00
Average Distance between fueling/charging (miles)		432	460
Current average cost per gallon/kwh		\$ 2.75	\$ 0.08
Division	Unit number	Average annual mileage	Simple Payback for EV vehicle (Years)
3100 - Fire Administration	3672	4,099.26	30.00
3100 - Fire Administration	3553	47,606.00	12.00
3100 - Fire Administration	4441	11,522.81	30.00



ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Half Ton Fire Pickups

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3672	Fire Admin	2006	Ford	Crown Victoria	77,886.00		\$2,853.19	Auction	3 of 4	No longer met division needs
3553	Fire Admin	2005	Ford	Crown Victoria	95,212		\$6,054.40	Auction	3 of 4	No longer met division needs

BUDGET vs ACTUAL COSTS**Fire Half Ton Pickups**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3672	3100	Fire Admin	Half Ton Pickups*	\$35,000.00	\$50,039.75	\$15,039.75	
3553	3100	Fire Admin	Half Ton Pickups*	\$35,000.00	\$50,039.75	\$15,039.75	
4141	3100	Fire Admin	Half Ton Pickups*	\$35,000.00	\$50,439.75	\$15,439.75	
				\$105,000.00	\$150,519.25	\$45,519.25	Over Budget

* Units were originally slated to be replaced with Mid Size SUVs. After the FY25 budget was finalized, Fire requested upgrades to 1/2T pickups. The overage will be covered by the Fire Department Funds.

* The Buyboard fee of \$400 was added to the cost for Unit 4141's replacement.

Fire Half Ton Pickups





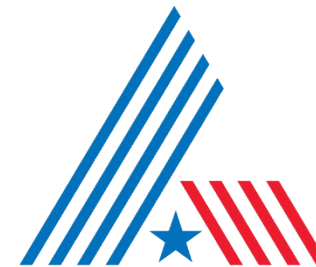
Fire Half Ton Pickups

- Replacing units 3672, 3553, and 4141 for Fire Admin
- Purchase for Three (3) 2025 Chevrolet Silverado Pickups
- Unit to be purchased from Gunn Chevrolet through BuyBoard contract number # 724-23





Fire Half Ton Pickups



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of One (1) 2025 3/4 Ton Chevrolet Silverado Pickup for the Fire Department from Gunn Chevrolet, Selma, Texas (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase One (1) 2025 3/4 Ton Chevrolet Silverado Pickup for the Fire Department, through BuyBoard contract # 724-23 from Gunn Chevrolet, Selma, Texas.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund, totaling \$54,203.50. The funds for this purchase were planned and included in the FY25 Budget. The total cost of \$54,203.50 is \$10,796.50 under budget.

STAFF RECOMMENDATION

Fleet Services and the Fire Department recommend the purchase of One (1) 2025 3/4 Ton Chevrolet Silverado Pickup for the Fire Department, through BuyBoard contract # 724-23 from Gunn Chevrolet, Selma, Texas for the Fire Department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution
2. FY25 CO-OP Fire Three Quarter Ton Pickup Pricing Worksheet
3. FY25 CO-OP Fire Three Quarter Ton Pickup Budget vs Actual
4. FY25 CO-OP Fire Three Quarter Ton Pickup Addtl Info
5. FY25 CO-OP Fire Three Quarter Pickup Presentation PiP

RESOLUTION NO. 82-2025

A RESOLUTION OF THE CITY OF ABILENE, TEXAS TO PURCHASE ONE (1) 2025 CHEVROLET SILVERADO 4WD CREW CAB THREE QUARTER TON PICKUP FROM GUNN CHEVROLET, SELMA, TX THROUGH BUYBOARD # 724-23

WHEREAS, City of Abilene has a need for One (1) Three Quarter Ton Pickup; and

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

WHEREAS, City of Abilene received pricing for One (1) 2025 Chevrolet Silverado 4WD Crew Cab Three Quarter Ton Pickup through BuyBoard Co-Operative Contract # 724-23; and

WHEREAS, This unit will be to replace one (1) existing unit that have reached end of useful life; and

WHEREAS Gunn Chevrolet is the BuyBoard approved vendor for the Three Quarter Ton Pickups.

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

PART 1: That the City Council approves this purchase from Gunn Chevrolet, Selma, Texas in the amount of Fifty Four Thousand Two Hundred Three Dollars and Fifty Cents (\$54,203.50) for one (1) 2025 Three Quarter Ton Chevrolet Silverado 4WD Crew Cab Pickups.

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

ADOPTED this 24th day April, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 04/11/2025
Buyer's Name City of Abilene
Co-Buyer's Name _____
Business Name City of Abilene
Address 898 Sandy St
City & State Abilene Zip _____
Home Phone _____ Bus. Phone (325) 676-6068
Cell Phone _____ E-Mail Emma.Dillinger@abilenetx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # Must Order Vin # _____
Year 2025 Make Chevrolet
Model Silverado 2500HI Model Trim Work Truck
Miles _____ Color Red Hot
M.S.R.P. \$57,265.00 Discount \$6,548.00 O.S.P. \$50,717.00

Dealer Installed Accessories *

1. Delivery Fee	\$450.00
2. FLOOR LINERS F&R	\$295.00
3. F&R Parking Sensors	\$1,384.00
4. Buy Board Fee \$400 per PO	
5. Powder Coat Wheels Black	\$950.00
6. _____	
7. Buy Board Contract#724-23	

Selling Price	\$50,717.00
Plus Owed Accessories	\$3,079.00
Selling Price w/ Accessories	\$53,796.00
Sales Services Fee	
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	

Sub-Total	\$53,796.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$7.50
Balance Due on Trade-In	\$0.00

Documentary Fee	\$0.00
Total	\$53,803.50

Deposit Receipt #	
Cash Down Receipt #	\$0.00
Amount to Finance	\$53,803.50

*PLUS + BB FEE \$400
PER P.O.*

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 04/11/2025 Buyer's / Co-Buyer's Signature: _____ Accepted _____



Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

City Abilene

Prepared For: Emma Dillinger 2500 SWB Crew Cab 4x4 WT

325-676-6068

emma.dillinger@abilenetx.gov

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5)



[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5) (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work TruckMSRP:\$51,600.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK20743	[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck	\$51,600.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
A2X	Seat adjuster, driver 10-way power	\$290.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
CGN	Chevytec spray-on bedliner	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGD	GVWR, 10,450 lbs. (4740 kg)	\$0.00
KC9	Power outlet, bed mounted, 120-volt	Inc.
KI4	Power outlet, interior, 120-volt	\$225.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00

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[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5) (Complete)

PCV	WT Convenience Package		\$785.00
PDB	LPO, Dark Essentials Package		\$550.00
PYQ	Wheels, 17" (43.2 cm) machined aluminum		\$350.00
QHq	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RIK	LPO, Black nameplates	Inc.	
SB7	LPO, Black tailgate lettering	Inc.	
SFZ	LPO, Black Bowtie Emblem, front	Inc.	
VQO	LPO, Black work step		\$575.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	
SUBTOTAL			\$55,070.00
Adjustments Total			\$0.00
Destination Charge			\$2,195.00
TOTAL PRICE			\$57,265.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5) (✔ Complete)

Standard Equipment

Package
Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical
Durabed, pickup bed
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
Auto-locking rear differential
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Trailer brake controller, integrated
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side

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[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5) (✔ Complete)

Exterior

- Wheels, 17" (43.2 cm) painted steel, Silver (STD) (Not currently available to order.)
- Tires, LT245/75R17E all-season, blackwall (STD)
- Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumpers, front, Black
- Bumpers, rear, Black
- CornerStep, rear bumper
- BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
- Moldings, beltline, Black
- Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps with incandescent tail, stop and reverse lights
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
- Mirror caps, Black
- Glass, solar absorbing, tinted
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
- Door handles, Black grained

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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Gunn Chevrolet, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5) (✔ Complete)

Entertainment

- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Vinyl seat trim
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5) (✔ Complete)

Interior

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

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[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (5) (Complete)

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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BUDGET vs ACTUAL COSTS
Fire Half Ton Pickups

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4395	3103	Fire Support	Three Quarter Ton Pickup	\$65,000.00	\$54,203.50	(\$10,796.50)	
				\$65,000.00	\$54,203.50	(\$10,796.50)	Under Budget

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Fire Three Quarter Ton Pickup

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4395	Fire Support Services	2013	Ford	Explorer	64,300.00		\$6,036.45	Auction	2 of 4	No longer meets division needs

Fire Three Quarter Ton Pickup





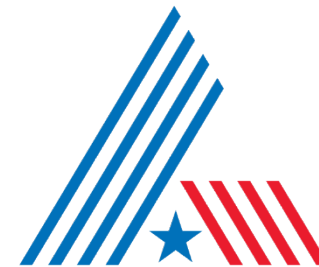
Fire Three Quarter Ton Pickup

- Replacing unit 4395 for Fire Support Services
- Purchase for One (1) 2025 Chevrolet Silverado 2500 Pickup
- Unit to be purchased from Gunn Chevrolet through BuyBoard contract number # 724-23





Fire Three Quarter Ton Pickup



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Matthew Dane, Assistant Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Hargesheimer Water Treatment Plant Air Compressor Replacement & Installation project to Atlas Copco Compressors, LLC (Matthew Dane)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the Hargesheimer Water Treatment Plant Air Compressor Replacement & Installation project (CB-2523) to Atlas Copco Compressors, LLC in the amount of \$96,647.00. Bids were advertised in the Abilene Reporter News and online. Bids were opened on Thursday, February 13th, 2025. A total of six bids were received. The project is for the provision and replacement of the air compressor for the microfiltration unit at the water treatment plant.

SPECIAL CONSIDERATIONS

The Hargesheimer Water Treatment Plant utilizes a microfiltration system as part of its drinking water treatment process. A critical component of this system is the Flux Maintenance Protocol, which includes an Air Scrub. During the Air Scrub, coarse bubble agitation is applied on the feed side of the membranes using air supplied by the compressors. This process is essential for removing accumulated solids from the membrane surface, maintaining treatment performance, and extending the membrane lifespan.

The plant is equipped with two air compressors to ensure redundancy and reliability of this process. Currently, compressor 1 has locked up and is beyond repair. The second compressor is operational and is solely supporting the Air Scrub process but is 22 years old and nearing the end of its useful life. The proposed project includes the provision and installation of two replacement air compressors to restore system redundancy and ensure continued, uninterrupted operation of the microfiltration system.

FUNDING/FISCAL IMPACT

The contract will be funded from the FY25 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the Hargesheimer Water Treatment Plant Air Compressor Replacement & Installation project to Atlas Copco Compressors, LLC for \$96,647.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution-HWTP Air Compressor Replacement
2. Atlas Copco Compressor Replacement Contract Signed
3. 3 - Presentation-HWTP Air Compressor Replacement
4. Hargesheimer Compressor bid official

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE CONTRACT FOR THE HARGESHEIMER WATER TREATMENT
PLANT AIR COMPRESSOR REPLACEMENT & INSTALLATION PROJECT TO
ATLAS COPCO COMPRESSORS, LLC.**

WHEREAS, the City of Abilene owns and operates the Hargesheimer Water Treatment Plant as part of its Public Water Supply System; and

WHEREAS, the plant utilizes a microfiltration system that requires reliable air compressors to perform critical air scrub functions to maintain membrane performance and extend equipment life; and

WHEREAS, the facility currently has two air compressors, one of which has failed and is beyond repair, and the second is over 22 years old and operating as the sole unit, posing a risk to uninterrupted treatment operations; and

WHEREAS, bids for the replacement and installation of air compressors were advertised in the Abilene Reporter News and online, and six bids were received and publicly opened on February 13, 2025; and

WHEREAS, Atlas Copco Compressors, LLC submitted the lowest responsible bid meeting all specifications for the amount of \$96,647.00; and

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

That the City Manager is authorized to execute a contract with Atlas Copco Compressors, LLC in the amount of \$96,647.00 for the Hargesheimer Water Treatment Plant Air Compressor Replacement & Installation Project.

ADOPTED this 24th day of April, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



SERVICES CONTRACT

This Contract, dated the 24th day of April, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Altas Copco Compressors, LLC, a Limited Liability Company organized under the laws of the State of South Carolina (“Contractor”).

The purpose of this services contract is to state the terms and conditions under which Contractor will provide Removal & Replacement of (2) Air Compressors services to the City during the term stated herein.

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

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 98 calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor. Contractor warrants that any service performed by Contractor is performed in a workmanlike manner; unless specified otherwise by Contractor in its written quotation, this warranty shall expire thirty (30) days after the date Contractor performs the particular service activity. If Contractor provides parts in connection with the service, Contractor warrants that the parts are free of defects in material and workmanship; this warranty shall expire ninety (90) days from the date Contractor provides such part, unless specified otherwise by Contractor in its applicable written quotation. If service (and/or parts provided in connection therewith) does not meet the above-stated warranties, City shall promptly within the applicable above-stated warranty period notify Contractor in writing. Contractor shall at its option (i) re-perform the non-conforming portion of the service and (if applicable) repair or (at Contractor’s option) replace the nonconforming part, or (ii) provide a refund or credit allocable to the nonconforming portion of the service/part. Contractor will determine at its sole discretion which of the above-mentioned options (re-performance, repair, or replacement) it will provide.
Page 1 of 16
Revised January 2024

replacement, refund, or credit) Contractor will take. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER.

IV. TERMINATION

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

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both

parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims, to the extent, caused by the negligence of the Contractor.

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

Before the City executes the notice to proceed with any work under this Contract, the Contractor must provide the City Secretary with either an original certificate of insurance or a

certified copy of the insurance policy evidencing the required insurance. Thereafter, the Contractor must furnish new certificates or copies of the policy before the expiration date.

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☒ _X_1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ _X_2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (Insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

- | | |
|--|---|
| ___X_3. Business Automobile Liability
to include coverage for:
• Owned/Leased Autos
• Non-Owned Autos
• Hired Cars | \$500,000 combined single
limit for bodily injury
and property damage
(per occurrence) |
| ___4. Professional Liability | \$500,000 combined single limit
(per occurrence) |
| ___5. See Addendum for Special
Coverages and/or revisions | |
| ___6. No Insurance Required | |

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. NOTICE

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

City - ATTN: Matthew Dane, Director of Water Utilities
P.O. Box 60
Abilene, TX 79604-0060

Contractor - ATTN: Hunter Mack, Sales Engineer, Atlas Copco Compressors LLC
300 Technology Center Way, Suite 550
Rock Hill, SC 29730

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

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

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XVII. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this Contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The

Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

XVIII. LEGAL CONSTRUCTION

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

XIX. STATUTORY VERIFICATIONS

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

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

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

management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE (regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, or otherwise). NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY OF EITHER PARTY IN THE AGGREGATE (ARISING OUT OF OR RELATED TO THE PRODUCTS, SERVICE, CONTRACT, AND/OR BREACH OR PERFORMANCE OF CONTRACT) SHALL BE LIMITED TO THE ACTUAL AMOUNT RECEIVED BY CONTRACTOR FROM CITY FOR THE PRODUCT/SERVICE INVOLVED IN THE CLAIM (regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, or otherwise).

XXII. FORCE MAJEURE

Except with respect to City's payment obligations, neither party shall be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Buyer, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, or pandemics, epidemics, telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or

inability or delay in obtaining supplies of adequate or suitable materials, or compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources or other similar events beyond the reasonable control of the either party. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

XXIII. INTELLECTUAL PROPERTY

No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to City. Without limiting the generality of the foregoing, Contractor shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Contractor or its employees, including but not limited to those developed, discovered, and/or conceived in connection with the manufacture of the ordered Products. It is expressly acknowledged that no drawings, designs, specifications, or anything else provided by Contractor to City shall be deemed to be “work made for hire” as that term is used in connection with the U.S. Copyright Act. Without limiting the generality of the foregoing, all intellectual property rights (including but not limited to copyright) in and to any and all drawings and designs provided by Contractor in response to a City requirement or request are and shall remain owned by Contractor (and/or Contractor’s affiliate or other third party who is Contractor’s licensor, if applicable). Contractor reserves all rights and waives no claims.

XXIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Title:

CONTRACTOR

By: *Thomas McDaniel*

Title: Regional Sales Manager

Address: 15045 Lee Rd
Houston TX 77032

Phone Number: 832-285-4145

Federal Tax ID #: 20-5024915

ATTEST:

ATTEST: (If Corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (If available):

City Attorney

ATTACHMENT A

SCOPE OF SERVICES

The Hargesheimer Water Treatment Plant (HWTP) relies entirely on pneumatic air. The plant originally had 2 Atlas CopCo GA45 air compressors that operated in a lead/lag format. One of the compressors has had a total failure and is no longer operable. Should the second compressor fail, the HWTP will be completely inoperable. If the HWTP is offline the City of Abilene could be in a position to where we cannot meet high water usage consumption.

Atlas Copco will remove, install and replace two (2) GA45FF Screw Air Compressors at the Hargesheimer Water Treatment Plant.

Altas Copco will ensure the equipment is delivered and installed in full working order. The City will provide all necessary electrical and duct work.

Atlas Copco original Bid Sheet #CB-2523 is attached for reference.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

OPTION 2 _X_

Payment is in a lump sum amount of \$96,647.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ____

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

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

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

ATTACHMENT C

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

(End of Document)



AIR COMPRESSOR REPLACEMENT AND INSTALLATION
BID #CB-2523
BID SHEET

The City will reserve the right to award items together or separately, whichever is most advantageous to the City of Abilene.

Company Name: Atlas Copco Compressors, LLC
Principal Office Address: 1059 Paragon Way Rock Hill, SC 29730
Phone/Fax Number: (281) 590-5611
Contractor License Number: N/A
Number of Years in Business: 151 Years
Email: hunter.mack@atlas-copco.com

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
1.	<u>Removal and Disposal of Existing Air Compressor</u> (includes all parts, materials, equipment and labor)	2	\$1,000.00	\$2,000.00
2.	<u>Provision and Installation of Air Compressor</u> (includes all parts, materials, equipment and labor)	2	\$46,448.50	\$92,897.00
3.	<u>Air Compressor Controls and Integration</u> (includes all parts, materials, equipment and labor)	2	\$ 875	\$1750
4.	<u>Piping adjustments with AirNet system</u> (includes all parts, materials, equipment and labor)	2	Included (0.00)	Included (0.00)
Where applicable, unit prices shall include all freight and/or delivery charges.			<u>TOTAL</u>	\$96,647

Anticipated Schedule

Air Compressor Lead Time – 8 (days / weeks) from receipt of PO
Compressor Installation – 7 (days / weeks) from receipt of PO
Project Completion – 11 (days / weeks) from receipt of PO

Signature: [Signature]
Name: Hunter Mack
Title: Sales Manager

**Awarding the Hargesheimer Water Treatment Plant Air
Compressor Replacement & Installation project to Atlas Copco
Compressors, LLC**





Air Compressor Replacement

- Award contract to Atlas Copco Compressors, LLC for \$96,647.00
- Project includes provision and installation of two air compressors
- Supports the microfiltration system at Hargesheimer Water Treatment Plant (HWTP)
- Funded from the FY25 Water Utilities Department Operating Budget





Air Compressor Replacement

- Compressors supply air for Flux Maintenance (FM) Protocol
- FM includes Air Scrub (coarse air bubbles) to clean membrane surfaces
- Prevents membrane fouling and maintains treatment performance
- Air Scrub occurs every 45 minutes as part of standard operation





Air Compressor Replacement

- HWTP has two compressors for redundancy
- One unit has failed and is beyond repair
- Second compressor is 22 years old and at end of useful life
- Replacing both units restores reliability and avoids risk of process interruption





Air Compressor Replacement

- Bids advertised in Abilene Reporter News and online
- Six bids received and opened on February 13, 2025
- Atlas Copco submitted the lowest qualified bid



Award the Hargesheimer Water Treatment Plant Air Compressor Replacement & Installation project to Atlas Copco Compressors, LLC

QUESTIONS?



CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS															PAGE 1 OF 1
DEPARTMENT: Water Utilities BID NO.: CB-2523 TIME OF OPENING: 2:00 P.M. DATE OF OPENING: FEBRUARY 21, 2025				ACCESS COMMUNICATIONS GROUP LLC		ATLAS COPCO COMPRESSORS LLC		CLAW CONTRACTORS LLC		ACCURATE AIR SOLUTIONS LLC		IQ COMPRESSION		DOWTECH SPECIALTY CONTRACTORS	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
AIR COMPRESSOR REPLACEMENT AND INSTALLATION															
1	REMOVAL AND DISPOSAL OF EXISTING AIR COMPRESSOR	2	each	\$ 2,793.39	\$ 5,586.78	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00	\$ 7,500.00	\$ 15,000.00	\$ 2,879.00	\$ 5,758.00
2	PROVISION AND INSTALLATION OF AIR COMPRESSOR	2	each	\$ 61,163.22	\$ 122,326.44	\$ 46,448.50	\$ 92,897.00	\$ 60,000.00	\$ 120,000.00	\$ 48,977.54	\$ 97,955.08	\$ 78,574.00	\$ 157,148.00	\$ 52,598.00	\$ 105,196.00
3	AIR COMPRESSOR CONTROLS AND INTEGRATION	2	each	\$ 4,877.86	\$ 9,755.72	\$ 875.00	\$ 1,750.00	\$ 7,000.00	\$ 14,000.00	\$ 4,725.00	\$ 9,450.00	\$ 19,375.00	\$ 38,750.00	\$ 44,875.00	\$ 89,750.00
4	PIPING ADJUSTMENTS WITH AIRNET SYSTEM	2	each	\$ 1,560.92	\$ 3,121.84	\$ -	\$ -	\$ 2,900.00	\$ 5,800.00		\$ -	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -
	TOTAL				\$ 140,790.78		\$ 96,647.00		\$ 149,800.00		\$ 112,405.08		\$ 230,898.00		\$ 200,704.00
BASE BID					\$ 140,790.78		\$ 96,647.00		\$ 149,800.00		\$ 112,405.08		\$ 230,898.00		\$ 200,704.00
DISCOUNT					0%		0%		0%		0%		0%		0%
TOTAL BID					\$ 140,790.78		\$ 96,647.00		\$ 149,800.00		\$ 112,405.08		\$ 230,898.00		\$ 200,704.00
NOTES: * - INDICATES RECOMMENDED AWARD															



**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Consultants for the Department of Housing and Urban and Development (HUD) 5-Year Consolidated Plan and Annual Action Plan with Baker Tilly Advisory Group, LP (*Tim Littlejohn*)

GENERAL INFORMATION

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Not to exceed \$70,000 budgeted out of CDBG funds allotment.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 04-24-2025 Approval of BakerTilly Contract
2. Professional Services Contract
3. Proposal Score Sheet
4. Council. PP

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE CONTRACT WITH BAKER TILLY ADVISORY GROUP LP. TO
DEVELOP THE FY 2025-2029 CONSOLIDATED PLAN AND RELATED
DOCUMENTS.**

WHEREAS, it is a Federal requirement, that a Consolidated Plan and related documents be prepared and renewed every five years; and

WHEREAS, four proposals were received on March 17, 2025 and evaluated; and

WHEREAS, the best final proposal was received from Baker Tilly Advisory Group, LP in the amount and not to exceed \$70,000.

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

Part 1. That the City Council authorizes the City Manager to execute an Agreement with Baker Tilly Advisory Group, LP in the amount of \$70,000.

Part 2 That this Resolution shall take effect immediately from upon its adoption.

ADOPTED this 24th day of April, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanely Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 24th, day of April, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Baker Tilly Advisory Group, LP, a Delaware limited partnership ("Professional").

The City is engaged in developing a HUD approved 2025-2029 Consolidated Plan, 2025-2026 Annual Action Plan, and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified community housing development consultant designate kind of professional properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by August 12, 2025.

II. PAYMENT

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

III. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent. In the event of an assignment by the Professional to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Professional's successors and assigns and may be enforced by the City against such successors and assigns. Professional may assign and transfer this Contract and any Statement of Work to any successor that acquires all or substantially all of the business or assets of Professional by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

IV. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and Professional's employees are not the agents, servants, or employees of the City. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Professional shall have no authority to bind City to any third-party agreement. Though the Services may include Professional's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, City.

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C. Unless otherwise stated in a specific Statement of Work, subject to Professional's rights in Professional's Knowledge (as defined below), City shall own all, intellectual property rights in the deliverables developed under the applicable Statement of Work ("Deliverables"). Notwithstanding the foregoing, Professional will maintain all ownership right, title and interest to all of Professional's Knowledge. For purposes of this Agreement "Professional's Knowledge" means Professional's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or

developed by Professional prior to the Effective Date of this Agreement (“Professional’s Preexisting Knowledge”) (2) developed or obtained by Professional after the Effective Date, that are reusable from client to client and project to project, where City has not paid for such development; and (3) extensions, enhancements, or modifications of Professional’s Preexisting Knowledge which do not include or incorporate City’s confidential information. To the extent that any Professional Knowledge is incorporated into the Deliverables, Professional grants to City a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Professional Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Professional.

VII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City’s activities. The City may, however, specifically authorize a limited disclosure at its discretion. Notwithstanding the foregoing, the Professional (a) will be permitted to retain a copy of such information, as may be necessary to document its consideration of the potential transaction, for the purpose of establishing compliance with applicable law or regulations (including professional standards) and for defending or maintaining any litigation (including any administrative proceeding) relating to this Contract or the information, provided that all such information shall continue to be kept confidential pursuant to the terms of this Contract; and (b) shall not be required to delete such information from back-up, archival electronic storage maintained in accordance with the Professional’s data retention policies.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity and Limitation on Damages

The Professional must indemnify, hold harmless, and defend the City from and against liability for any third-party claims to the extent finally determined to be arising out of the willful misconduct or fraudulent behavior of Professional in connection with this Contract.

To the extent allowed under applicable law, the aggregate liability (including attorney’s fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Professional under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Contract or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement. The terms of this Section 8 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of City, Professional or others), but these Terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These Terms shall also continue to apply after any termination of this Agreement.

Each party accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

X 4. Professional Liability

\$500,000 combined single limit
(per occurrence)

 5. See Addendum for Special
Coverages and/or revisions

 6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

Venue for any cause of action arising under this Contract is Taylor County, Texas. This Contract is governed by the laws of the State of Texas both as to interpretation and performance. This Contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

The City may appoint a Project Representative to assist in obtaining information from various City departments as requested by Professional and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the

means, methods, techniques, or procedures employed by Professional. The City is interested only in the results obtained under this Contract; the manner and means of obtaining those results is solely under the Professional's control.

XIII. NOTICE

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

**City – ATTN:
ONS, Manager
City of Abilene
555 Walnut St.
Abilene, TX 79601**

**Professional – ATTN:
Donald N. Bernards
Baker Tilly Advisory Group,
LP
4807 Innovate Lane
Madison, WI 53718**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bona fide occupational qualifications. The City shall continually review its employment practices and

personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact, as well as an ideal.

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company

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

Verification Against Discrimination of Firearm or Ammunition Industries Provision.

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

Verification Against Boycott of Energy Companies Provision.

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

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

Unless the Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association;

(3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

XXIV. DATA PRIVACY AND SECURITY

To the extent the Services require Professional receive personal data or personal information from City, Professional may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Professional or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Professional is acting as a Service Provider/Data Processor in relation to City personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. City is responsible for notifying Professional of any data privacy laws the data provided to Professional is subject to and City represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Professional to process such information in connection with the Services described herein. City agrees that Professional has the right to generate aggregated/de-identified data from the accounting and financial data provided by City to be used for Professional business purposes and with the outputs owned by Professional. For clarity, Professional will only disclose aggregated/de-identified data in a form that

does not identify City, City employees, or any other individual or business entity and that is stripped of all persistent identifiers. City is not responsible for Professional's use of aggregated/de-identified data.

Professional has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Professional's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. City is responsible for providing timely written notification to Professional of any additions, changes or removals of access for City personnel to Professional provided systems or applications. If City

becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, City should timely notify Professional via email at dataprotectionofficer@bakertilly.com.

XXV. PROFESSIONAL ENTITY

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International

Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to

bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is

used under license from Baker Tilly International Limited.

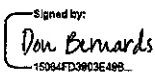
{Remainder of Page Intentionally Left Blank—Signature Page Follows}

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

CITY OF ABILENE

PROFESSIONAL

By:

By:  Signed by:
15084FD3903E40B...

2025-Apr-07

Title:

Title: Principal

2025-Apr-07

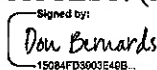
Address: 4807 Innovate Lane Madison, WI 53707

Phone Number: 608.240.2643

Federal Tax ID#: 99-1405547

ATTEST:

ATTEST: (if corporation)

 Signed by:
15084FD3903E40B...

2025-Apr-07

City Secretary

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

The Consultant shall provide services for the preparation of all the components of the ConPlan and first year Action Plan, with submission to be received by HUD no later than August 12, 2025. The completed ConPlan will cover the period of October 1, 2025 through September 30, 2029; and the Action Plan will cover the period from October 1, 2025 through September 30, 2026. The completed Con Plan will follow regulations set forth by Title 24 CFR Part 91, et seq., and in accordance with instructions and guidance published by HUD. The scope of work for the 5-Year ConPlan will include, but not limited to the following major elements:

5-Year Consolidate Plan/Action Plan: The Consultant will:

Develop a HUD-approved 5-Year ConPlan for the City of Abilene for the period starting with Program Year 2025 through Program Year 2029 in accordance with Title 24 of the Code of Federal Regulations (CFR) Part 91, and other requirements set forth by federal regulation and HUD's Office of Planning and Community Development (CPD).

Prepare the City's 5-Year ConPlan by using the Consolidated Plan template in IDIS On-Line and the eCon Planning Suite tool.

Support the City to conduct consultations with private and public agencies, community groups and other organizations that provide housing, special needs, and social services in the community and with any other appropriate city or county entities, metropolitan planning agencies, the local public housing authority, homeless organizations, and other relevant groups as deemed appropriate by the Consultant or required by 24 CFR Part 91 Subpart B. Support City's outreach component to facilitate public participation in the development of the 5-year ConPlan including the City-facilitated community meetings and any additional meetings as needed to gather adequate community input of the High and Medium Priority Needs, including the Goals and Objectives for the ConPlan.

Support the City to conduct (2) public hearing presentations, the first to start the development process and the second during a regular scheduled City Council meeting, July 24, 2025. The Consultant will attend the second public hearing.

Develop, host, and summarize (1) community survey.

Provide one (1) electronic/digital copy of the approved final document that is compatible with eCon Planning Suite software and in both a Microsoft Word and.pdf document format.

Analyze data tables provided by the IDIS ConPlan template which has been prepopulated

with default data from the U.S. Census, CHAS and American Community Survey, and provide additional data collection as necessary.

Provide an assessment of housing, homeless and non-housing community development needs.

Conduct a housing market analysis.

Review and provide City with suggested edits to current citizen participation plan.

Assess existing community needs in order to develop new strategies, goals and priorities for the five-year period.

Prepare an executive summary for the ConPlan.

Develop and incorporate a performance measure component as required by HUD regulations to monitor activities carried out in furtherance of the ConPlan.

Prepare maps, tables, charts, illustrations, or other graphic items contained within the ConPlan.

Provide a, at a minimum, a list of data sources, copy of data collected, records, and other supporting documentations used to develop the 5- Year ConPlan and Annual Action Plan. Include any relevant components of the ConPlan required under 24 CFR Part 91, not listed above.

Prepare any needed revisions or corrections as require by HUD after plan submission in order to achieve HUD ConPlan/Action Plan approval.

Consultant will provide City with technical assistance relative to any technical or other functional issues with the IDIS/eCon Planning Suite software. Consultant will provide reasonable assistance and guidance to the City with questions regarding issues with the eCon Planning Suite or IDIS ConPlan template.

Consultant is expected to possess thorough knowledge of CDBG and HOME Program regulations, Consolidated Plan regulations, and eCon Planning Suite requirements.

Consultant will comply with all Federal, State and local statues and codes as may be applicable to the scope of work detailed herein, including all labor laws.

City will assist by providing documents such as previous AI, Consolidated Plan, Annual Plans, CAPERs, City Development and Building Codes and other Documentations, reports and regulations maintained by the City and will assist with developing an invitation list for the community forums and focus group sessions, notification to participants and hosting the sessions at a City facility. City will secure copies of documents from the Abilene Housing Authority relevant to the development of the Consolidated Plan and Annual Plan.

ADDITIONAL REQUIREMENTS

The Consultant team will also assist the City staff by helping to formulate the City Strategies by reviewing proposed program activities, Federal Regulations, and providing advice and

recommendations related to:

Preparing the Certifications pursuant to 24 CFR 91.225

Update the Citizen Participation Plan as necessary based on; The eCon Planning Suite; Citizen Participation and Consultation Toolkit.

The preparation of an Executive Summary

Provision of materials for, and facilitation of, public meetings, hearings and government body hearings

Public and Provider involvement in the planning process

Consultation with appropriate City staff

Perform Housing Market Analysis of housing occupied by Low-and Moderate-Income neighborhoods based on analysis of data, identified by the jurisdiction, for its Low-Moderate-Income neighborhoods;

Consultation and Citizen Participation including assistance in the evaluation of availability of Broadband Access; public and private organizations, including broadband internet service providers

Learn broadband needs specifically Broadband wiring and for connection to broadband service in the household units

Focus on if there is a need for increased competition and more than one internet service provider and National Broadband map created by the National Telecommunication and Information Administration (NTIA of the Department of Commerce)

Determine the best way to address the action of inclusion in the Strategic and Annual Action Plan

Most importantly meet all of HUD's deadlines for submission into the HUD system

Will collaborate with ONS staff to arrange meetings with public and private agencies and interviews with key persons

Prompt review and comments on documents

TIMELINE

The Consultant will prepare a work plan that will provide the City the required documents in a timely fashion. The Consultant and the ONS Division Manager will ensure close cooperation throughout the delivery of services to solicit feedback and maintain progress reporting in accordance with the schedule. City would like to suggest bi-weekly or weekly conference calls between the Consultant team members and City staff.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

OPTION 2 ____

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

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

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

OPTION 3 X

Payment is a fixed fee amount of \$70,000 not to exceed this amount, payable per Phases of 1 through 4 upon completion of the work and written acceptance by the City.

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

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

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

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

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

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

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

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

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

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

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

CONSOLIDATED PLAN / ACTION PLAN PROPOSALS

SCORING SHEET

Category	Maximum Score Points	City Consultants & Research, LLC.	Chrystalis Research & Consulting, LLC.	Baker Tilly Advisory Group LP	HR & A Advisory, Inc.
Evaluation of Proposal					
Management of Deadline	25	Project delivery timeframe insufficient	Timeline great description and dates of completion.	Prepared with breakdowns of completion.	Acceptable timeframe.
		19	22	20	19
Qualifications	25	Lacking necessary skills and experience and staffing.	Consultants have considerable experience.	Consultants are significantly knowledgeable.	Very well qualified with breakdown of each step.
		18	24	24	20
Knowledge Management	20	Limited knowledge	Vague description not much detail	Exceptional experience with ConPlan/Action Plans.	Extensive knowledge with city's and federal funding.
		15	17	18	17
Completeness & Submittal	10	Sparse proposal	Organized	Detailed proposal.	Well composed proposal.
		7	8	9	9
Cost	20	Great price	Uncertain with other cost not included.	Reasonable and not to exceed cost submitted.	Exceed Budget.
		20	18	20	15
TOTALS:		79	89	91	80

Approve Contract for Consultant to Assist With Development of Consolidated Plan and Related Documents

Baker Tilly Advisory Group, LP





Approval of Baker Tilly Advisory Group, LP

- HUD requirements to develop a 5-year plan and related documents
- Request for Proposal was Advertised on February 23, 2025 and March 2, 2025. Current Consolidated Plan Adopted October 2020.
- Four Proposals were received.
- Staff Recommends Awarding Contract to Baker Tilly Advisory Group, LP. In the amount not to exceed \$70,000.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Resolution: Receive a report , Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Continued Growth LLC for a Major Renovation Located at 5273 Pueblo Dr. *(Tim Littlejohn)***

GENERAL INFORMATION

Continued Growth LLC is looking to major renovate 5273 Pueblo Dr as part of the major renovation portion of Rebuild Abi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$20,000

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 5273 Pueblo RESOLUTION

2. 5273 Pueblo_ContinuedGrowthLLC_Major Renovation Ch 380 agreement (4)
3. Exhibit A
4. 5273 Pueblo

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CONTINUED
GROWTH LLC**

This Economic Development Agreement (“Agreement”) is effective as of the 24th day of April, 2025 (“Effective Date”), by and between Continued Growth LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 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 5273 Pueblo Dr, in Abilene, Taylor County, Texas (the “Project Area”); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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 agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

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

ADOPTED on the 24th day of April, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Continued Growth, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 24th day of April, 2025 ("Effective Date"), by and between Continued Growth, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 5273 Pueblo Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

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

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

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

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

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ____ Continued Growth, 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 final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of two years following closing.
- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It

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

- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.02 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED AND EXECUTED:

DEVELOPER

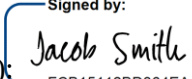
Continued Growth, LLC

3718 Ligustrum Dr. Abilene, 79605

3718 Ligustrum Dr. Abilene, 79605

continuedgrowthllc@gmail.com

407.810.9803

By (signature):  Signed by:
FCB15112BD364EA...

Name (printed): Jacob Smith

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans and building permit submittal requirements.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

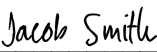
Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: 5273 Pueblo Abilene Tx

Square footage: 832

Number of bedrooms: 3

Number of bathrooms: 2

By (signature) 
Signed by: FCB15112BD364EA...

Name (printed): Jacob Smith

Title: Principal

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

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



City Council Meeting

Economic Development Agreement





- Continued Growth LLC is proposing to Major Renovate 5273 Pueblo Dr.
- All renovation requirements will be met as part of the adopted program
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (First Reading) CUP-2025-07: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow Reconstruction of a 120' Monopole within General Retail (GR). Located at 920X Westview Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to replace an existing 75' tall monopole with a new 120' tall monopole within General Retail (GR) zoning. The subject property was annexed into the City of Abilene in 1957 and has been zoned General Retail (GR) since at least 1974. This property has remained mostly vacant since being annexed, with the exception of a small parking lot along the west property line to serve as parking for the nearby church, and the existing monopole location. A Conditional Use Permit (CUP) was approved in August of 2020 to allow for the 75' monopole. Due to the height increase, a new CUP is needed.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Drop and Swap Drawings
4. Analysis Report & Details
5. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 24th day of April, 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 17th day of March, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of May, 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 8th day of May, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

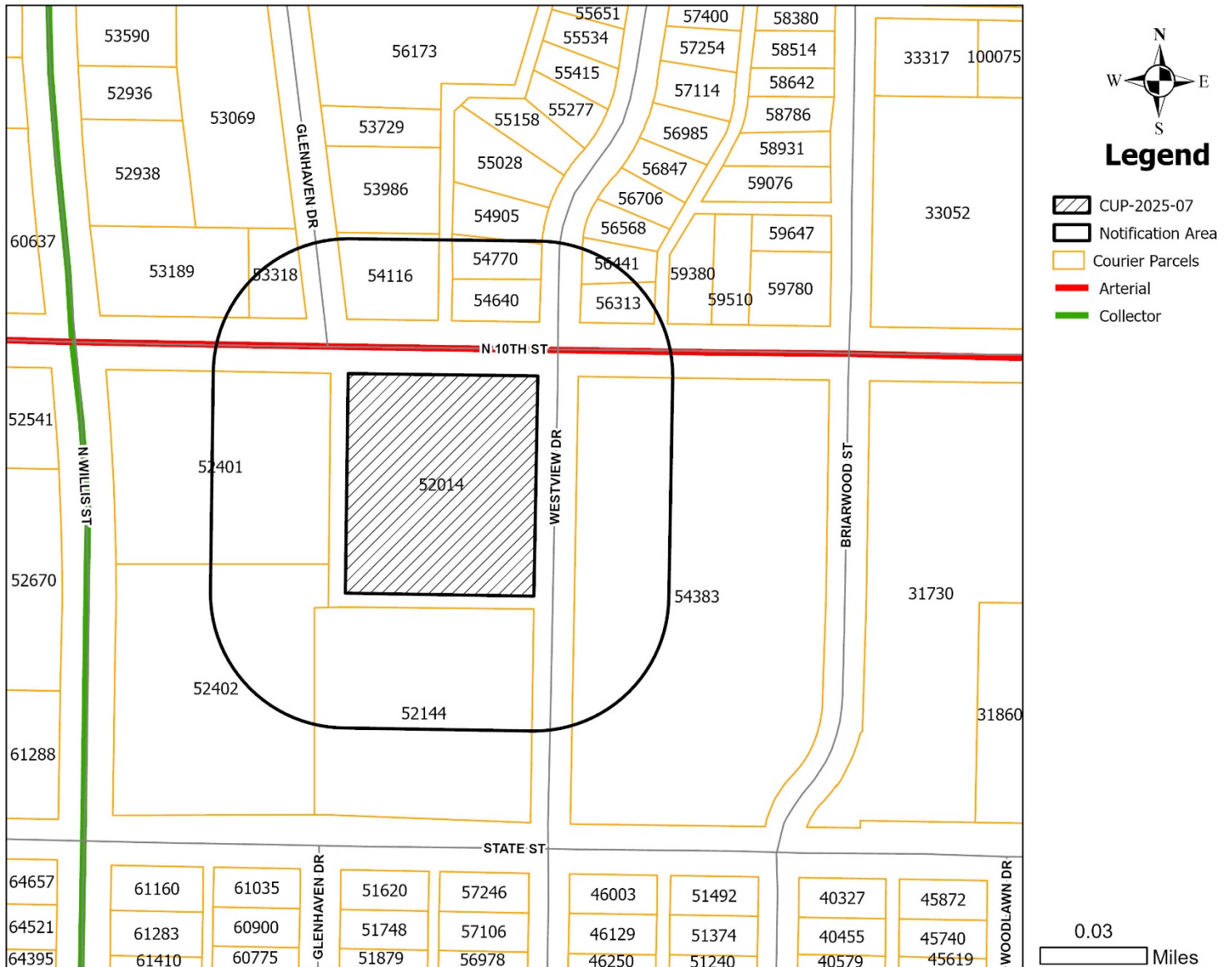
CITY ATTORNEY

EXHIBIT A

Apply a Conditional Use Permit that allows the replacement of an existing 75' tall monopole with a new 120' tall monopole tower within General Retail (GR) zoning:

Legal description being Lots 1-10, Lot all of Block 103, Westlawn Addition, Abilene, Taylor County, Texas.

Located at 920X Westview Drive.



END

ZONING CASE CUP-2025-07 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 1, 2025
City Council 1st Read: April 24, 2025
City Council 2nd Read: May 8, 2025

Applicant

Owner: Fountaingate Fellowship
Agent: Victor Buenrostro

Case Manager

Kera Valois – Planner

Request

The applicant is requesting a Conditional Use Permit to replace an existing 75' tall monopole with a new 120' tall monopole within General Retail (GR) zoning.

Location

The subject property is located at 920x Westview Drive. Legal description being Lots 1-10, Lot All of Block 103, Westlawn Addition, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City of Abilene in 1957 and has been zoned General Retail (GR) since at least 1974. This property has remained mostly vacant since being annexed, with the exception of a small parking lot along the west property line to serve as parking for the nearby church, and the existing monopole location. A Conditional Use Permit (CUP) was approved in August of 2020 to allow for the 75' monopole. Due to the height increase, a new CUP is needed.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR & RS-6	Restaurant & residences
East	GR	TLCA Classrooms (school)
South	MD	Church
West	GR	Walgreens

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.
- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
The proposed use is compatible with the existing monopole to be replaced.
- 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 more communication capacity to improve the level of service and to cover a greater service area with communication service.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
The proposed/existing use will not generate additional pedestrian or vehicular traffic.

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

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

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

The existing masonry wall will remain at the subject site, therefore mitigating any immediate visual impacts.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

The use, as it currently exists and is proposed, complies with all applicable LDC requirements.

Planning & Zoning Commission Recommendation

P&Z recommends **approval** of the Conditional Use Permit.

Attachments

- Technical Drawings
- Analysis Report & Details
- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on March 17, 2025, 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

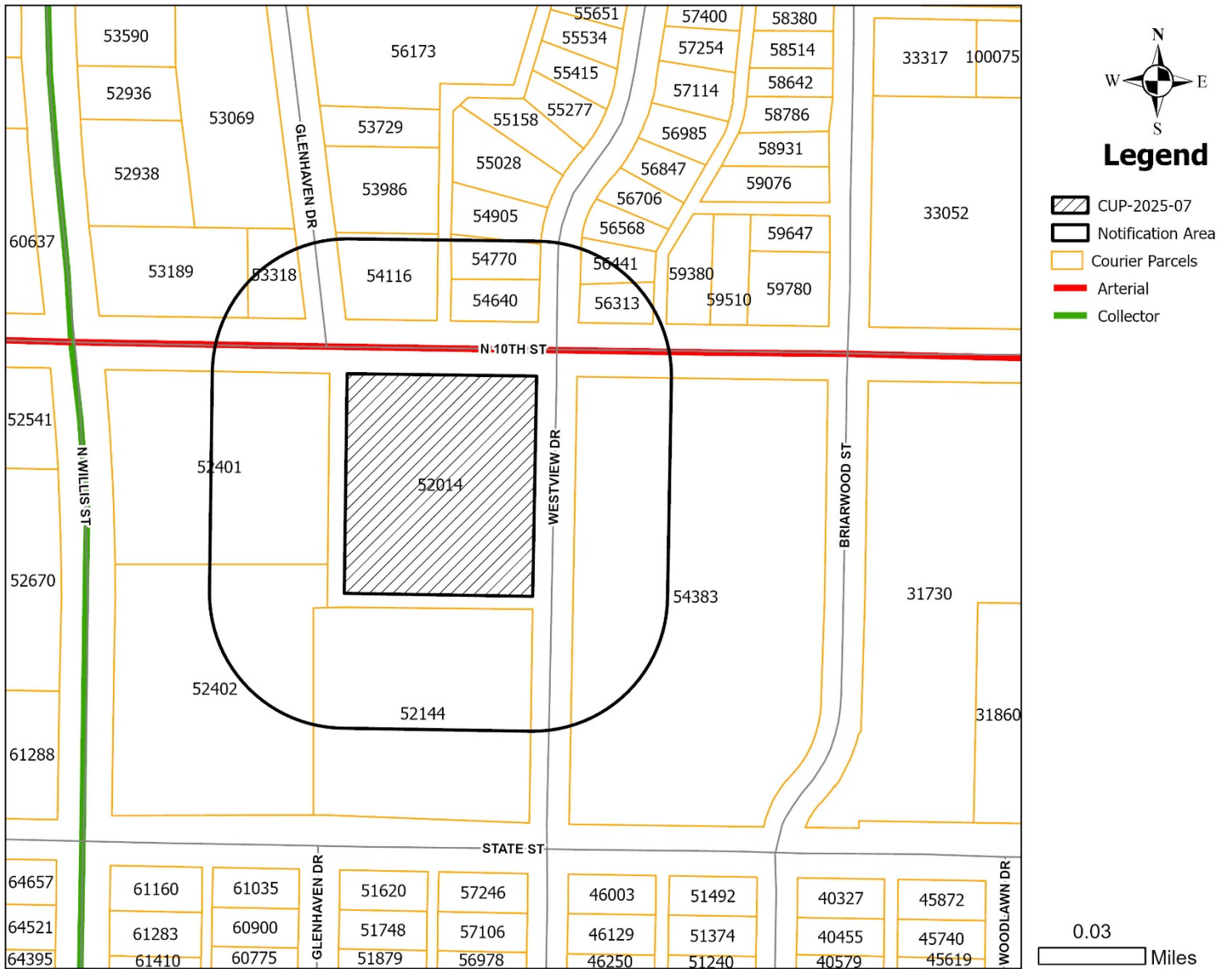
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE SUNRISE PROPERTIES	56313	1001 WESTVIEW DR	
ANGULO NAOMI GARCIA ET AL	54116	3310 N 10TH ST	
BLUEROCK NNN I DST	52401	991 Y N WILLIS ST	
BLUEROCK NNN I DST	52401	991 N WILLIS ST	
COUGAR ESKIMO HUT	53189	3366 N 10TH ST	
COUGAR ESKIMO HUT	53189	3382 N 10TH ST	
COUGAR ESKIMO HUT	53189	3382 B N 10TH ST	
DAVIS CHRISTI	54640	1002 WESTVIEW DR	

FOUNTAINGATE FELLOWSHIP	52402	909 N WILLIS ST	
FOUNTAINGATE FELLOWSHIP	52014	3309 N 10TH ST	
FOUNTAINGATE FELLOWSHIP	52014	920X WESTVIEW DR	
GRAY BRAD &	53318	3350 N 10TH ST	
LOPEZ MICHAEL F	54905	1018 WESTVIEW DR	
MESA LANDY CASTRO	54770	1010 WESTVIEW DR	
SMITH LEE ANN LF EST	56441	1009 WESTVIEW DR	
TLC ACADEMY TEXAS	54383	3250 STATE ST	
TRINITY CHURCH OF THE	52144	3342 STATE ST	
TRINITY CHURCH OF THE	52144	3302 STATE ST	

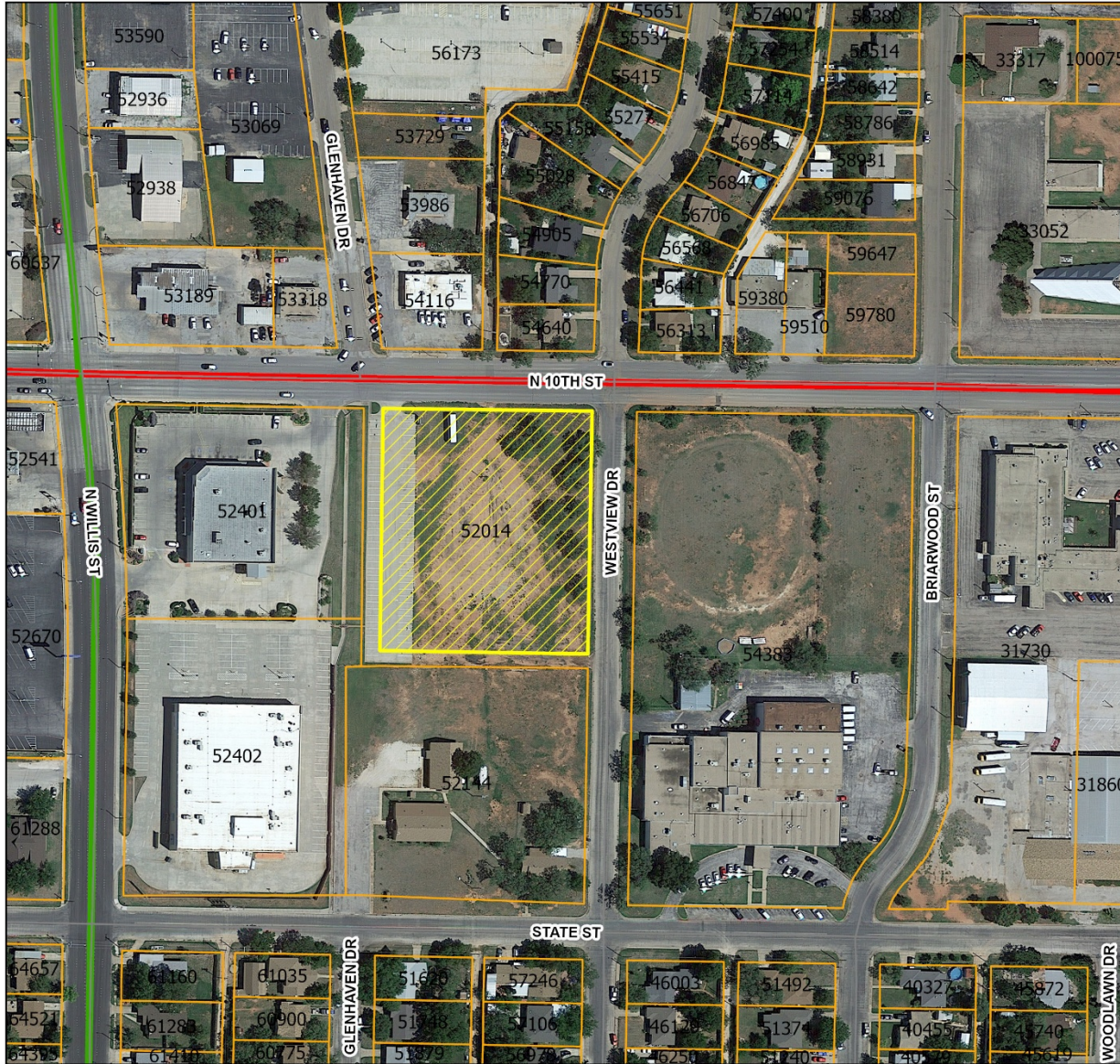
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
FOUNTAINGATE FELLOWSHIP	52014	3309 N 10TH ST	
FOUNTAINGATE FELLOWSHIP	52014	920X WESTVIEW DR	
TRINITY CHURCH OF THE	52144	3342 STATE ST	
TRINITY CHURCH OF THE	52144	3302 STATE ST	
BLUEROCK NNN I DST	52401	991 Y N WILLIS ST	
BLUEROCK NNN I DST	52401	991 N WILLIS ST	
FOUNTAINGATE FELLOWSHIP	52402	909 N WILLIS ST	
COUGAR ESKIMO HUT	53189	3366 N 10TH ST	
COUGAR ESKIMO HUT	53189	3382 N 10TH ST	
COUGAR ESKIMO HUT	53189	3382 B N 10TH ST	
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ANGULO NAOMI GARCIA ET AL	54116	3310 N 10TH ST	
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DAVIS CHRISTI	54640	1002 WESTVIEW DR	
MESA LANDY CASTRO	54770	1010 WESTVIEW DR	
LOPEZ MICHAEL F	54905	1018 WESTVIEW DR	
ABILENE SUNRISE PROPERTIES	56313	1001 WESTVIEW DR	
SMITH LEE ANN LF EST	56441	1009 WESTVIEW DR	

NOTIFICATION MAP



LOCATION MAP



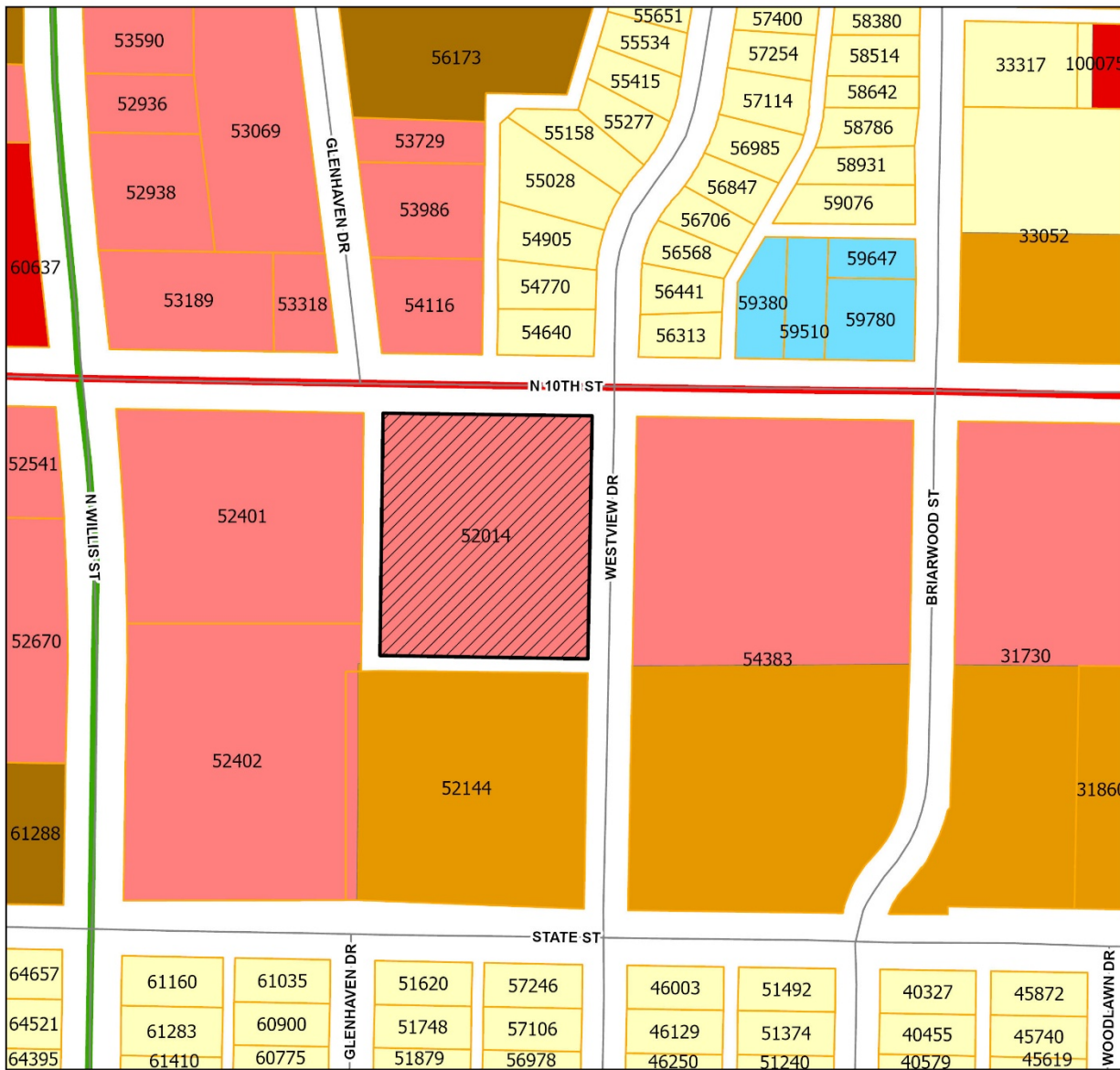
Legend

- CUP-2025-07
- Courier Parcels
- Arterial
- Collector

0.03

Miles

ZONING MAP



Legend

- CUP-2025-07
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- O (Office)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03

Miles

GENERAL AND TECHNICAL SPECIFICATION NOTES

1. INDICATED MODIFICATIONS COMPLIES WITH TIA-222-H, FOR 106 MPH BASIC WIND SPEED AND 40 MPH + 1.5" ICE. THE TOWER IS ASSUMED TO BE IN GOOD CONDITION AND PROPERLY MAINTAINED.
2. EXISTING TOWER DATA AS PER PREVIOUS STRUCTURAL ANALYSIS BY TILLMAN INFRASTRUCTURE INC., PROJECT # 21-5397-TJH DATED 04-01-2021.
3. ALL MODIFICATION FABRICATION AND INSTALLATION SHOULD BE DONE BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK.
4. CONTRACTOR SHALL OBSERVE ALL OSHA AND OTHER APPLICABLE SAFETY GUIDELINES DURING CONSTRUCTION.
5. ALL FABRICATION AND INSTALLATION PROCEDURES AND SITE SAFETY ARE THE SOLE RESPONSIBILITY OF THE CONSTRUCTION.
6. DURING INSTALLING THE MODIFICATION, THE CONTRACTOR SHALL PRESERVE THE STRUCTURAL INTEGRITY AND STABILITY OF THE TOWER. BRACE THE TOWER AS NEEDED TO STABILIZE THE TOWER
7. CONTRACTOR SHALL OBSERVE ALL WEATHER CONDITIONS. DO NOT MODIFY THE TOWER DURING WINDS OF MORE THAN 15 MPH.
8. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND FIT BEFORE FABRICATION.
9. MODIFICATION DRAWINGS DO NOT INCLUDE ALL THE EXISTING FIELD CONDITIONS, SOME OF WHICH MAY INTERFERE WITH THE INSTALLATION. CONTRACTOR SHALL CONDUCT A FIELD SURVEY TO IDENTIFY ANY POTENTIAL DIFFICULTIES IN THE INSTALLATION BEFORE WORK COMMENCES. CONTACT THE ENGINEER IF THE FIELD CONDITIONS REQUIRE ANY CHANGES IN THE MODIFICATION.
10. CONTRACTOR MAY HAVE TO MOVE EXISTING TRANSMISSION LINES AND OTHER OBSTRUCTIONS TO ADD THE MODIFICATION. COORDINATE ALL SUCH PROCEDURES WITH THE TOWER OWNER.
11. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LICENSES, PERMITS AND ANY OTHER APPROVALS REQUIRED FOR CONSTRUCTION.
12. PAINT THE NEW MEMBERS TO MATCH THE EXISTING TOWER.
13. ALL STEEL PLATES AND OTHER MISCELLANEOUS MEMBERS SHALL MEET ASTM A36 STEEL SPECIFICATIONS, 36 KSI MIN. YIELD STRENGTH UNLESS SPECIFIED OTHERWISE.
14. ALL STEEL SHALL BE HOT DIPPED GALVANIZED AS PER ASTM A123 SPECIFICATIONS.
15. ALL LEG REINFORCEMENT HALF-PIPE AND ANGLE MEMBERS SHALL MEET A572-50, 50KSI MIN YIELD STRENGTH UNLESS SPECIFIED OTHERWISE.

16. ALL STEEL SHALL BE HOT DIPPED GALVANIZED AS PER ASTM A123 SPECIFICATIONS.
17. ALL STEEL HARDWARE SHALL BE HOT DIPPED GALVANIZED AS PER ASTM A153
18. ALL FINISHED BOLT HOLES SHALL NOT BE MORE THAN 1/16 INCH LARGER THAN THE BOLT DIAMETER UNLESS NOTED OTHERWISE
19. ALL FLANGE BOLTS SHALL BE TIGHTENED USING TURN-OFF-THE-NUT METHOD.
20. ALL FLANGE BOLT HOLES EDGE DISTANCES SHALL BE 1 1/2 INCH UNLESS OTHERWISE NOTED.
21. FOR ACCURATE FIT OF THE NEW MEMBERS SOME FIELD PUNCHING MAY BE REQUIRED. IF GALVANIZING IS REMOVED, RE-COAT WITH TWO COATS OF GAL-CON OR EQUIVALENT COATING.
22. DO NOT HEAT STRUCTURAL MATERIAL FOR STRAIGHTENING BENT OR WARPED MEMBERS.
23. CLEAN THE SITE OF ALL DEBRIS UPON COMPLETION OF THE WORK. STORE ALL SURPLUS MATERIALS NEATLY IN AN AREA APPROVED BY THE OWNER.
24. CONTRACTOR SHALL PROVIDE FIRE PROTECTION BEFORE FIELD WELDING.
25. ALL BOLTS SHALL BE DOMESTIC, NEW 1/2 INCH DIAMETER HIGH STRENGTH GALVANIZED BOLTS, BEARING TYPE 'X', UNLESS NOTED OTHERWISE IN THE DRAWINGS AND SHALL CONFORM TO ASTM A325 SPECIFICATIONS. USE ANCO LOCKNUTS & FLAT WASHERS ON ALL BOLTS.
26. ANY FIELD CUTS MUST BE THOROUGHLY CLEANED AND DOUBLE COATED..

REV	DATE	DESCRIPTION
0	07/25/2024	TOWER MOD.



152 WEST 57TH STREET 34TH FLOOR
NEW YORK, NY 10019

DATE DRAWN: 07/25/2024	DRAWN BY: ANKIT JAIN	APPROVED BY: SHIQIANG ZHANG
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TOWER MODIFICATION
DRAWINGS

SITE:
TI-OPP-18058
/P-007939

3309 N 10TH STREET
ABILENE,
TX 79603
TAYLOR COUNTY



6221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75249
PHONE: 972-291-8880
FAX: 972-384-8876
WWW.ALLPROCONS.COM



SHIQIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER

SHIQIANG ZHANG P.E.
TX PE # 137482
PRM REG # 6342
07/25/2024
ACGI# 24-2694

SHEET NAME
**GENERAL
NOTES**

SHEET NUMBER
S-3

MODIFICATION INSPECTION NOTES:

GENERAL

THE MODIFICATION INSPECTION (MI) IS A VISUAL INSPECTION OF TOWER MODIFICATIONS AND A REVIEW OF CONSTRUCTION INSPECTIONS AND OTHER REPORTS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NAMELY THE MODIFICATION DRAWINGS, AS DESIGNED BY THE ENGINEER OF RECORD (EOR).

THE MI IS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN ITSELF. NOR DOES THE MI INSPECTOR TAKE OWNERSHIP OF THE MODIFICATION DESIGN. OWNERSHIP OF THE STRUCTURAL MODIFICATION DESIGN EFFECTIVENESS AND INTEGRITY RESIDES WITH THE EOR AT ALL TIMES.

TO ENSURE THAT THE REQUIREMENTS OF THE MI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT ALLPRO CONSULTING GROUP, INC.

MI INSPECTOR

THE MI INSPECTOR IS REQUIRED TO CONTACT THE GC AS SOON AS RECEIVING A PO FOR THE MI TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- WORK WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS

THE MI INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR (GC) INSPECTION AND TEST REPORTS, REVIEWING THE DOCUMENTS FOR ADHERENCE TO THE CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE MI REPORT TO ALLPRO CGI.

GENERAL CONTRACTOR

THE GC IS REQUIRED TO CONTACT THE MI INSPECTOR AS SOON AS RECEIVING A PO OR A NTP FOR THE MODIFICATION INSTALLATION , AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- WORK WITH THE MI INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE MI INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS

THE GC SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MI CHECKLIST AND AIS/IIA-222 CODE.

RECOMMENDATIONS

THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING A MI REPORT:

- IT IS SUGGESTED THAT THE GC PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PREFERABLY 10, TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI TO BE CONDUCTED.
- THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE SIMULTANEOUSLY FOR ANY GUY WIRE TENSIONING OR RE-TENSIONING OPERATIONS.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY DEFICIENCIES CORRECTED DURING THE INITIAL MI. THEREFORE, THE GC MAY CHOOSE TO COORDINATE THE MI CAREFULLY TO ENSURE ALL CONSTRUCTION FACILITIES ARE AT THEIR DISPOSAL WHEN THE MI INSPECTOR IS ON SITE.

CANCELLATION OR DELAYS IN SCHEDULED MI

IF THE GC AND MI INSPECTOR AGREE TO A DATE ON WHICH THE MI WILL BE CONDUCTED, AND EITHER PARTY CANCELS OR DELAYS, ALLPRO CGI SHALL NOT BE RESPONSIBLE FOR ANY COSTS, FEES, LOSS OF DEPOSITS AND/OR OTHER PENALTIES RELATED TO THE CANCELLATION OR DELAY INCURRED BY EITHER PARTY FOR ANY TIME (E.G. TRAVEL AND LODGING, COSTS OF KEEPING EQUIPMENT ON-SITE, ETC.).

CORRECTION OF FAILING MIS

IF THE MODIFICATION INSTALLATION WOULD FAIL THE MI (*FAILED MI*), THE GC SHALL WORK WITH MODIFICATION INSPECTOR TO COORDINATE A REMEDIATION PLAN IN ONE OF TWO WAYS:

- CORRECT FAILING ISSUES TO COMPLY WITH THE SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT DOCUMENTS AND COORDINATE A SUPPLEMENT MI.
- OR, WITH TOWER OWNER'S APPROVAL, THE GC MAY WORK WITH THE EOR TO RE-ANALYZE THE MODIFICATION/REINFORCEMENT USING THE AS-BUILT CONDITION

MI VERIFICATION INSPECTIONS

TOWER'S OWNER RESERVES THE RIGHT TO CONDUCT A MI VERIFICATION INSPECTION TO VERIFY THE ACCURACY AND COMPLETENESS OF PREVIOUSLY COMPLETED MI INSPECTION(S) ON TOWER MODIFICATION PROJECTS.

ALL VERIFICATION INSPECTIONS SHALL BE HELD TO THE SAME SPECIFICATIONS AND REQUIREMENTS IN THE CONTRACT DOCUMENTS AND IN ACCORDANCE WITH AIS/IIA 222 CODE.

VERIFICATION INSPECTION MAY BE CONDUCTED BY AN INDEPENDENT AEV/AESV FIRM AFTER A MODIFICATION PROJECT IS COMPLETED, AS MARKED BY THE DATE OF AN ACCEPTED *PASSING MI* OR *PASS AS NOTED MI* REPORT FOR THE ORIGINAL PROJECT.

REQUIRED PHOTOS

BETWEEN THE GC AND THE MI INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION/ERECTION AND INSPECTION
 - RAW MATERIALS
 - PHOTOS OF ALL CRITICAL DETAILS
 - FOUNDATION MODIFICATIONS
 - WELD PREPARATION
 - BOLT INSTALLATION AND TORQUE
 - FINAL INSTALLED CONDITION
 - SURFACE COATING REPAIR
 - POST CONSTRUCTION PHOTOGRAPHS
 - FINAL INFIELD CONDITION

PHOTOS OF ELEVATED MODIFICATIONS TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

REV	DATE	DESCRIPTION
0	07/25/2024	TOWER MOD.



152 WEST 57TH STREET 34TH FLOOR
NEW YORK, NY 10019

DATE DRAWN: 07/25/2024	DRAWN BY: ANKIT JAIN	APPROVED BY: SHIQIANG ZHANG
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TOWER MODIFICATION DRAWINGS

SITE:
TI-OPP-18058
/P-007939

3309 N 10TH STREET
ABILENE,
TX 79603
TAYLOR COUNTY



8221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-291-6983
FAX: 972-291-6155
WWW.ALLPROCGI.COM



SHIQIANG ZHANG P.E.
TX PE # 137482
07292024
ACGI# 24-2694

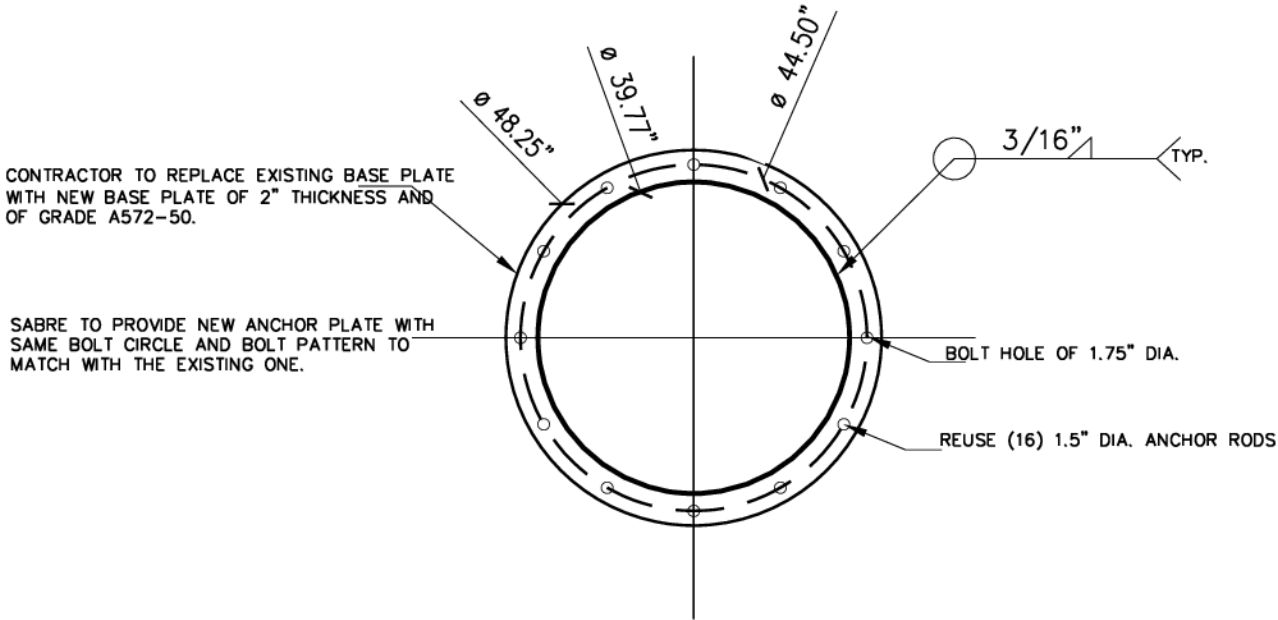
SHEET NAME
MODIFICATION INSPECTION NOTES

SHEET NUMBER
S-4

DURING FIELD WELDING, EXTRA CAUTION MUST BE GIVEN TO THE POSSIBILITY OF A FIRE HAZARD. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE FIRE PROTECTION DURING WELDING. ONLY A CONTRACTOR EXPERIENCED IN SIMILAR WORK SHALL PERFORM THE RECOMMENDED MODIFICATIONS.

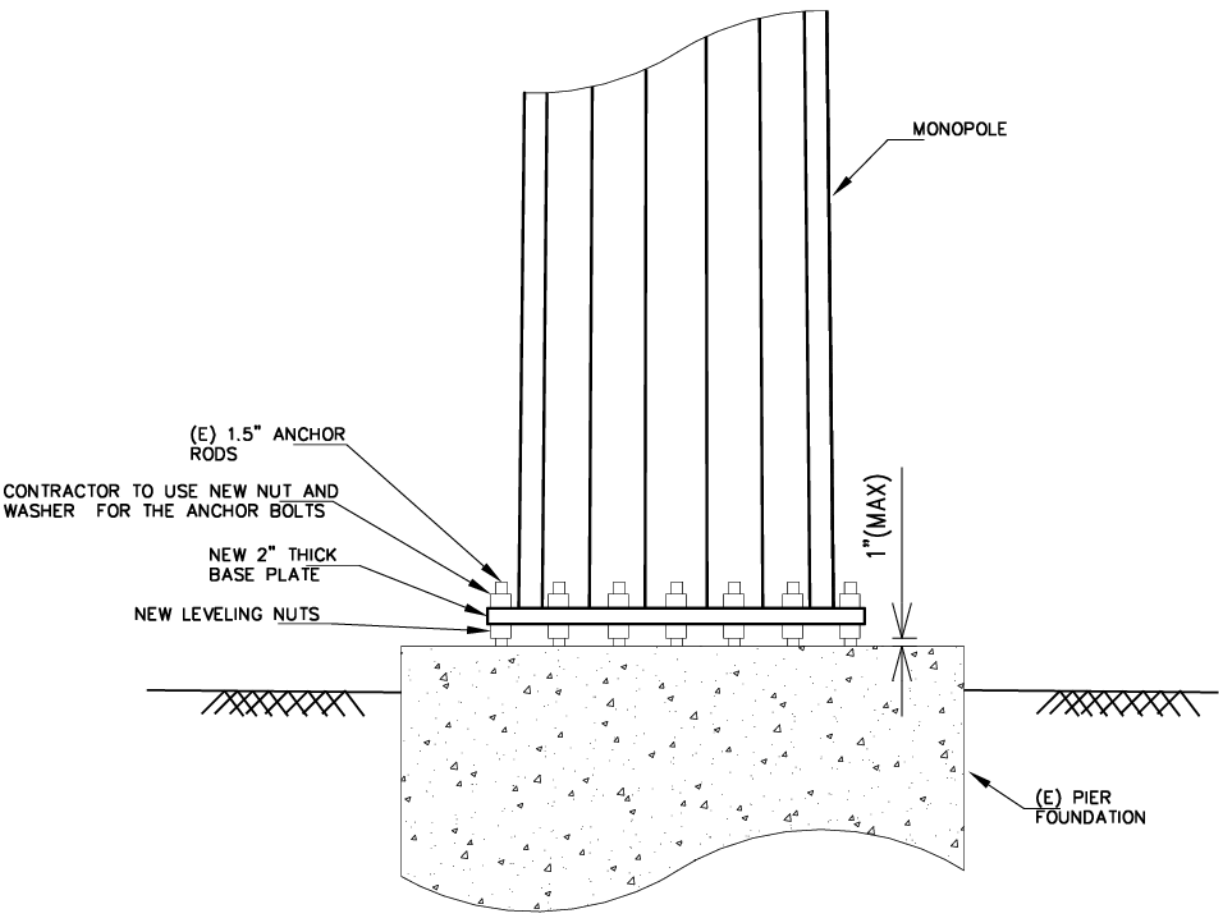
ALL INSTALLATIONS SHALL BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS

- DO NOT MODIFY THE TOWER DURING WINDS OF MORE THAN 15 MPH.
- DURING MODIFICATIONS, THE CONTRACTOR SHALL PRESERVE THE STRUCTURAL INTEGRITY AND THE STABILITY OF THE TOWER. BRACE THE TOWER AS NEEDED TO STABILIZE THE TOWER DURING MODIFICATION.
- PROVIDED DIMENSIONS ARE FOR REFERENCE ONLY. BEFORE ANY FABRICATION CONTRACTOR SHALL FIELD VERIFY ALL NEW MEMBER DIMENSIONS FOR FIT & POSSIBLE INTERFERENCE.
- FUTURE AND PROPOSED TRANSMISSION LINES SHALL BE INSTALLED AS DEPICTED IN THE TOWER CROSS SECTION SHOWN BELOW TO AVOID TOWER OVERSTRESS. THIS LINE LAYOUT IS IMPERATIVE TO THE SAFETY AND STRUCTURAL INTEGRITY OF THE TOWER. TOWER MAY OVERSTRESS WITHOUT THIS PROPOSED LINE LAYOUT.
- GUY WIRE RE-TENSIONING WILL BE REQUIRED.
- CLASS IV RIGGING PLAN SHALL BE REQUIRED.



1 BASE PLATE PLAN
S-2 SCALE: 1/2"=1'

1



2 MONOPOLE ELEVATION
S-2 SCALE: 1/2"=1'

ALL DRAWINGS AND WRITTEN MATERIALS CONTAINED HEREIN ARE THE PROPERTY OF ALLPRO CONSULTING GROUP, INC. AND MAY NOT BE DUPLICATED, USED OR DISCLOSED.

SHEET NAME
NEW BASE PLATE DETAILS
SHEET NUMBER
S-2

SHIQIANG ZHANG P.E.
TX PE # 137482
FIRM REG # 6242
07/25/2024
ACGI# 24-2694

ALLPRO
CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8863
FAX: 972-231-8863
WWW.ALLPROCGI.COM

TOWER MODIFICATION
DRAWINGS

SITE:
TI-OPP-18058
/P-007939

3309 N 10TH STREET
ABILENE,
TX 79603
TAYLOR COUNTY

DATE DRAWN:
07/25/2024

DRAWN BY:
ANKIT JAIN

APPROVED BY:
SHIQIANG ZHANG

152 WEST 57TH STREET 34TH FLOOR
NEW YORK, NY 10019

REV	DATE	DESCRIPTION
0	07/25/2024	TOWER MOD.

**Tillman
Infrastructure**

TILLMAN SITE NUMBER:
TI-OPP-18058

PROJECT ID#: P-007939

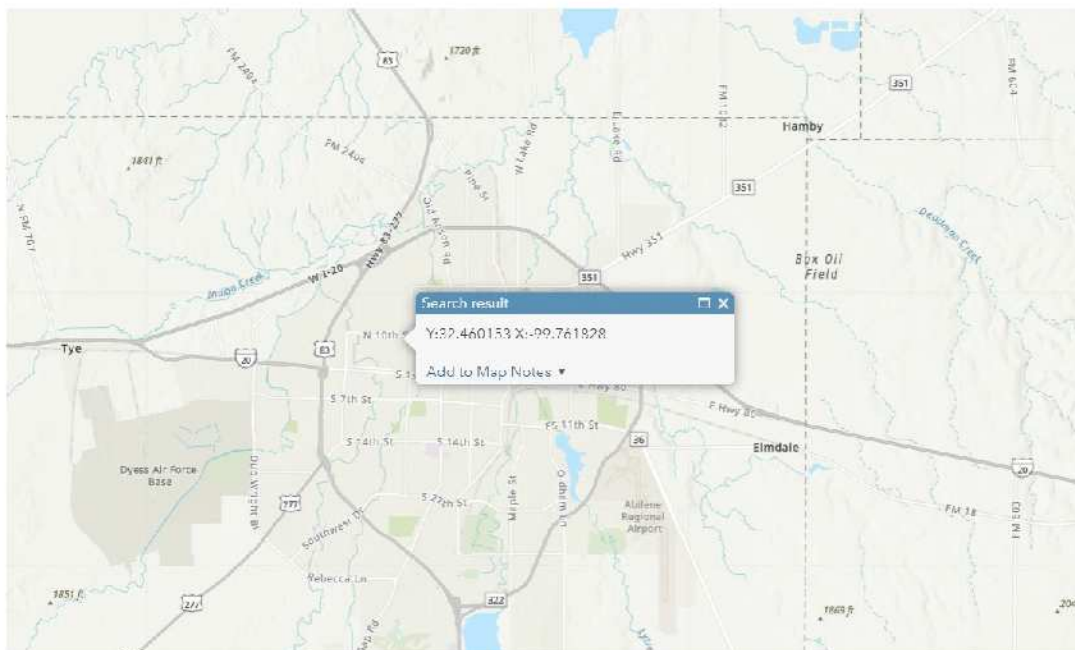
COORDINATES:
LAT: 32.460153°
LONG: -99.761828°

PREVIOUS STRUCTURAL ANALYSIS	
COMPANY	TILLMAN INFRASTRUCTURE
ACGI#	21-5397-TJH
DATE	04/01/2021

PROJECT DATA	
CODE AND STANDARDS	
BUILDING CODE	INTERNATIONAL BUILDING CODE (IBC 2021)
TIA STANDARD	ANSI/TIA-222-H
BASIC WIND SPEED WITHOUT ICE (MPH)	106 MPH
BASIC WIND SPEED WITH ICE (MPH)	40 MPH
SERVICE WIND SPEED (MPH)	60 MPH
ICE THICKNESS (IN)	1.5 IN
EXPOSURE CATEGORY	C
RISK CATEGORY	II
TOPOGRAPHIC CATEGORY	1
CREST HEIGHT (FT)	0 FT
S_s (G)	0.066
S_1 (G)	0.035

CONSTRUCTION CLASS

ALLPRO CONSULTING GROUP, INC. HAS DETERMINED THIS PROJECT AS A CLASS IV CONSTRUCTION PROJECT PER ANSI/ASSE A10.48

[illegible]

SHEET NAME		 SHIQIANG ZHANG P.E. TX PE # 137482 FPM REG # 82482 07/28/2024 ACGI# 24-2694	 8221 LYNDON B JOHNSON FREEWAY SUITE 20A, DALLAS, TX 75243 PHONE: 972-231-8883 FAX: 866-364-6375 WWW.ALLPROCSG.COM	TOWER MODIFICATION DRAWINGS		DATE DRAWN: 07/25/2024	 152 WEST 57TH STREET 34TH FLOOR NEW YORK, NY 10019	REV	DATE	DESCRIPTION
TITLE PAGE				SITE: TI-OPP-18058 /P-007939		DRAWN BY: ANKIT JAIN		0	07/25/2024	TOWER MOD.
SHEET NUMBER				3309 N 10TH STREET						
T-1				ABILENE, TX 79603		APPROVED BY:				
				TAYLOR COUNTY		SHIQIANG ZHANG				

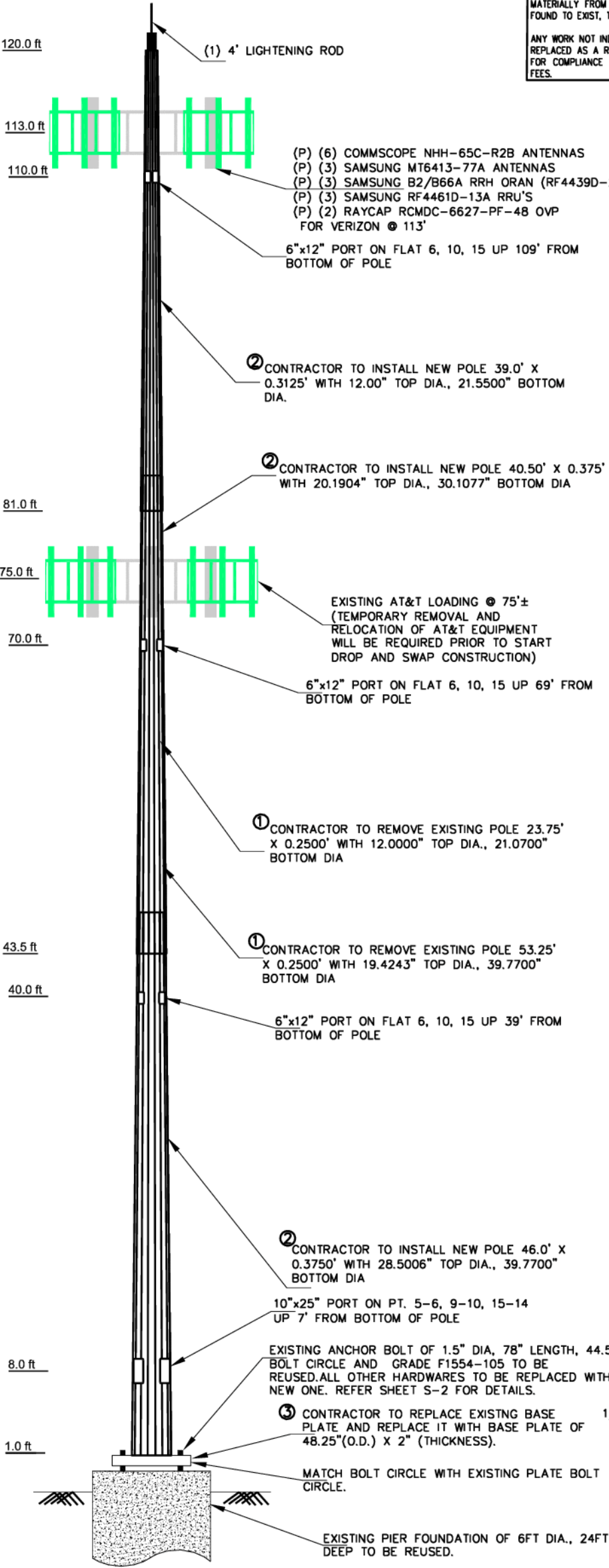
TOWER MODIFICATION SCHEDULE			
NO.	TYPE OF REPAIRS	DETAIL	ELEVATION
1	REMOVE AND DISPOSE EXISTING 75FT MONOPOLE WITH ALL ITS SECTIONS.	S-1	0'-75'
2	STACK NEW 120' MONOPOLE. REUSE EXISTING FOUNDATION AND ANCHOR BOLT.	S-1	0'-120'
3	INSTALL NEW SAFETY CLIMB SYSTEM	S-1	0'-120'
4	NEW BASE PLATE & EXISTING ANCHOR ROD DETAILS	S-2	1'
5	INSTALL NEW GROUNDING FOR THE NEW TOWER	S-1	0'

NOTE: TEMPORARY REMOVAL AND RELOCATION OF AT&T EQUIPMENT WILL BE REQUIRED PRIOR TO START DROP AND SWAP CONSTRUCTION.

MATERIAL STRENGTH

GRADE	Fy	Fu
A572-65	65 ksi	80 ksi

1	39.00	18	0.3125	3.00	12.0000	21.5500	2.3
2	40.50	18	0.3750	3.50	20.1904	30.1077	4.3
3	46.00	18	0.3750	28.5006	39.7700		6.6
Section	Length (ft)	Number of Sides	Thickness (in)	Socket Length (ft)	Top Dia (in)	Bot Dia (in)	Grade
							Weight (K)
							13.1



- DO NOT MODIFY THE TOWER DURING WINDS OF MORE THAN 15 MPH.
- DURING MODIFICATIONS, THE CONTRACTOR SHALL PRESERVE THE STRUCTURAL INTEGRITY AND THE STABILITY OF THE TOWER. BRACE THE TOWER AS NEEDED TO STABILIZE THE TOWER DURING MODIFICATION.
- PROVIDED DIMENSIONS ARE FOR REFERENCE ONLY. BEFORE ANY FABRICATION CONTRACTOR SHALL FIELD VERIFY ALL NEW MEMBER DIMENSIONS FOR FIT & POSSIBLE INTERFERENCE.
- FUTURE AND PROPOSED TRANSMISSION LINES SHALL BE INSTALLED AS DEPICTED IN THE TOWER CROSS SECTION SHOWN BELOW TO AVOID TOWER OVERSTRESS. THIS LINE LAYOUT IS IMPERATIVE TO THE SAFETY AND STRUCTURAL INTEGRITY OF THE TOWER. TOWER MAY OVERSTRESS WITHOUT THIS PROPOSED LINE LAYOUT.
- CLASS IV RIGGING PLAN SHALL BE REQUIRED.

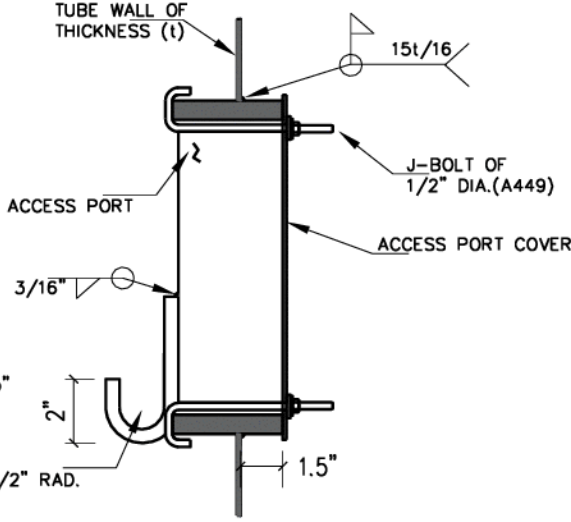
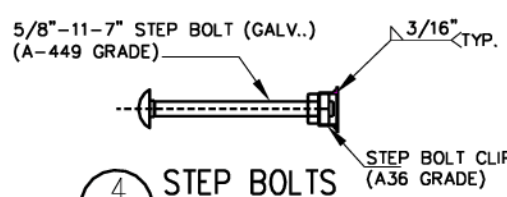
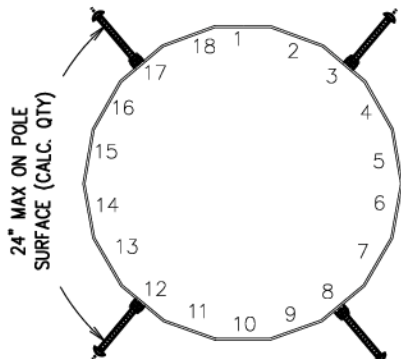
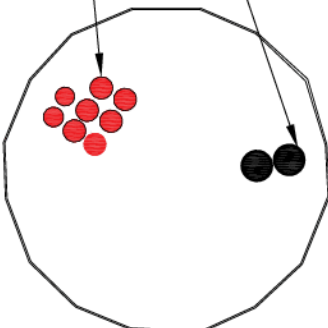
ALL INSTALLATIONS SHALL BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS

IF CONCEALED OR UNKNOWN PHYSICAL CONDITIONS ARE ENCOUNTERED AT THE SITE THAT DIFFER MATERIALLY FROM THOSE INDICATED IN THE DRAWINGS OR FROM THOSE CONDITIONS ORDINARILY FOUND TO EXIST, THE ADDITIONAL FEES MAY BE REQUIRED AS NEEDED.

ANY WORK NOT INDICATED IN THE PLANS OR SPECIFICATIONS, THAT MUST BE ADDED, REPAIRED, OR REPLACED AS A RESULT OF HIDDEN, CONCEALED, OR CHANGED CONDITIONS, OR THAT IS REQUIRED FOR COMPLIANCE WITH BUILDING CODES OR OTHER REGULATIONS, SHALL RESULT IN ADDITIONAL FEES.

(E) (2) 0.35" FIBER
(E) (6) 0.88" CONTROL
CABLES @ 75' ± FOR AT&T

(P) (2) 1.43" HYBRID CABLES
@ 113'± FOR VERIZON



1 ELEVATION: NEW 120FT MONOPOLE TO REPLACE EXISTING
S-1 SCALE: 3/32"=1'

ALL DRAWINGS AND WRITTEN MATERIALS CONTAINED HEREIN ARE THE PROPERTY OF ALLPRO CONSULTING GROUP, INC. AND MAY NOT BE DUPLICATED, USED OR DISCLOSED.

SHEET NAME
TOWER PROFILE

SHEET NUMBER
S-1

TOWER MODIFICATION DRAWINGS
SITE:
TI-OPP-18058 /P-007939
3309 N 10TH STREET
ABILENE, TX 79603
TAYLOR COUNTY

DATE DRAWN:
07/25/2024
DRAWN BY:
ANKIT JAIN
APPROVED BY:
SHIQIANG ZHANG

REV	DATE	DESCRIPTION
0	07/25/2024	TOWER MOD.

Page 177 of 410



9221 Lyndon B. Johnson Freeway, #204, Dallas, TX 75243 ★ PHONE 972-231-8893 ★ FAX 1-866-364-8375
www.allprocgi.com ★ e-mail: info@allprocgi.com Firm Reg. # 8242

**Tower Drop and Swap Design for
Tillman Infrastructure, LLC.**



Proposed 120' Monopole Tower with Existing Foundation

Tillman Site Name: TAYLOR Co TX
Tillman Site ID: TI-OPP-18058
Tillman Project ID: P-007939
Carrier Name: Verizon

Tenant Site No.: 16980428

**Site Location: 3309 N 10th Street,
Abilene, TX 79603
Taylor County**

Latitude: 32.460153°
Longitude: -99.761828°

ACGI Job # 24-2694

ANALYSIS RESULTS		
Tower Components	102.0 %	Acceptable with drop and swap
Tower Foundation	82.7 %	Pass

Prepared By:
Ankit Jain
Staff Engineer



07/25/2024
Approved By:
Shiqiang, Zhang, P.E.
TX PE # 137482
Firm Reg. # 8242

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1. ANALYSIS SUMMARY

The proposed **120' Tower and existing foundation located in Abilene, TX** was analyzed by Allpro Consulting Group, Inc. (ACGI) for the existing loads and proposed **Verizon** per Application **P-007939** as authorized by **Tillman Infrastructure, LLC**. Based on the results of the analysis, the proposed tower with below mentioned proposed and existing loading is found **to be acceptable** with *TIA-222-H, Structural Standards for Steel Antenna Towers and Antenna Supporting Structures* and *2021 International Building Code (IBC 2021)*.

2. SCOPE & SOURCE OF INFORMATION

The purpose of this structural analysis is to determine whether the existing structure is capable of supporting additional loads proposed loads.

SOURCE OF INFORMATION		
Tower Data:	Sabre Industries Allpro Consulting Group	Existing Tower Design Report by Sabre Towers & Poles, Project # 21-5397-TJH, dated 04/01/2021 dropped and to be replaced with new Tower Design by Allpro Consulting Group Inc., ACGI# 24-2694, dated 7/24/2024.
Foundation Data:	Sabre Industries Engineered Tower Solutions (ETS), PLLC	Tower Design Report by Sabre Towers & Poles, Project # 21-5397-TJH, dated 04/01/2021. Foundation Inspection report by ETS, Project: 21-095407, Dated 09/15/2021.
Geotechnical Report:	Terradyne Engineering, Inc.	Soil data as per Geotechnical Investigation Report by Terradyne Engineering, Inc., Project# D211034, dated 03/19/2021.
Loading Data:	Tillman Infrastructure, LLC.	Existing AT&T loading as per FCDs by Broadus Services, FA# 12677368, dated 07/13/2020. Proposed Verizon loading as per: "TI-OPP-18058_P-007939_Taylor Co TX_ TXAB BARROW_REPL_COLO APP 6-21-24" dated 06/21/2024.
Authorization:	Tillman Infrastructure, LLC.	

3. ANALYSIS METHODS & DATA

The analysis was performed in accordance with Telecommunication Industry Association specification TIA-222-H. The tower was modeled using TNX Tower, a 3-D finite element program. TNX Tower is a general-purpose modeling, analysis, and design program created specifically for communication towers using the EIA-222-C, EIA-222-D, TIA/EIA-222-F or TIA-222-H standards. The 3-D model included the tower, with existing appurtenances and all proposed loads.

SITE DATA	
Tillman Site Name:	TAYLOR Co TX
Tillman Site Number:	TI-OPP-18058
Carrier Site Name/ID:	TX AB BARROW RELHR/ P-007939
City, State:	Abilene, TX
County:	Taylor
Code Wind Load Requirement:	ANSI/TIA-222-H (IBC 2021)
Wind Load Used:	ANSI/TIA-222-H Code: • Basic Wind Speed of 106 mph (3 second gust wind speed) • Structure Class II. • Exposure Category C. • Topographic Category 1. • Crest Height 0.00 ft. • A wind speed of 30 mph is used in combination with ice. • Nominal ice thickness of 1.50 in.
Seismic Check:	Seismic Response Acceleration at Short Period (Ss) is 0.066 g, Seismic check calculations are included as per TIA- 222-H

*This structural analysis is based upon the tower being classified as a class II; however, if a different classification is required subsequent to the date hereof, the tower classification will be changed to meet such requirement and a new structural analysis will be run.

TOWER DATA	
Tower Type:	Monopole
Height:	120'
Cross Section:	Triangular
Steel Strength:	65 ksi
Type of Foundation:	Pier foundation
TOWER HISTORY	
Tower Manufacturer / Model:	Allpro Consulting Group, Inc.
Date of Original Design:	7/24/2024
Previous Modifications:	N/A
Original Design Code Req.:	EIA/TIA 222-H with ASCE7-16 wind speed of 106 mph with 1.5" ice.

4.

APPURTENANCE LISTING

EXISTING & RESERVED LOAD DESCRIPTION*					
<u>ELEV</u> <u>(ft.)</u>	<u>Qty.</u>	<u>Antenna Description</u>	<u>Mount Type</u> <u>& Qty.</u>	<u>TX. LINE (in)</u>	<u>TENANT</u>
75±	9	Commscope NNHH-65B-R4 Antennas	(3) Comscope MCG23-12M- 9-126 Sector Frame	(2) 0.35" Fiber (6) 0.88" Control Cables	AT&T*
	3	Ericsson 4478 B14 RRU's			
	3	Ericsson 4415 B30 RRU's			
	3	Ericsson 8843 B2/B66A RRU's			
	3	Ericsson 4449 B5/B12 RRU's			
	2	Raycap DC9-48-60-24-8C-EV OVP			

Note: *Existing AT&T Loading calculated w/40k in² EPA wind load with Ka factor of 0.8.

PROPOSED VERIZON LOAD DESCRIPTION*					
<u>ELEV</u> <u>(ft.)</u>	<u>Qty.</u>	<u>Antenna Description</u>	<u>Mount Type</u> <u>& Qty.</u>	<u>TX. LINE (in)</u>	<u>TENANT</u>
113±	6	Commscope NHH-65C-R2B Antennas	(3) PV-SFRGS- MP10M-25-EP- AP1 Sector Mount	(2) Hybrid Fiber Cables 6x12	Verizon
	3	Samsung MT6413-77A Antennas			
	3	Samsung B2/B66A RRH ORAN (RF4439d- 25A) RRU's			
	3	Samsung RF4461d-13A RRU's			
	3	Raycap RCMD-6627-PF-48 OVP			

Note: *Proposed Verizon Loading calculated w/40k in² EPA wind load with Ka factor of 0.8.

- Notes: 1. ACGI should be notified of any discrepancies found in the data listed in this report.
2. Notify Allpro Consulting Group, Inc. of any potential physical and other interference with existing antennas for a redesign.

5. CONCLUSIONS

RESULT SUMMARY			
MEMBER		% Capacity	Pass/Fail
Pole (120 - 81)		49.5 %	Pass
Pole (81-43.5)		67.0 %	Pass
Pole (43.5-1)		74.4 %	Pass
Anchor Bolts		102.0 %	Acceptable
Tower Base Foundation (Pier Foundation)	Download Capacity	21.5 %	Pass
	Uplift Capacity	32.4 %	Pass
	Length Ratio	82.7 %	Pass
Tower Overall Rating = 102.0 % (Acceptable)			

As per the results of the analysis, the existing tower is found to be acceptable for the new and existing antenna loads, after installation of proposed modification.

Upon installation of proposed modifications, Maximum tower member stress is less than 105% making it to be acceptable under the TIA-222-H code and 2021 International Building Code requirements.

6.

DISCLAIMER

Installation procedures and related loading are not within the scope of this analysis. A contractor experienced in similar work should perform all installation work. The engineering services provided by Allpro Consulting Group, Inc. (ACGI) are limited to the computer analysis and calculations of the structure with the proposed and existing loads. This analysis is considered void if the loading mentioned in this report is changed or is different as installed. It is assumed that the existing structure is properly maintained and is in good condition free of any defects.

ACGI does not make any warranties, expressed or implied in connection with this engineering analysis report and disclaims any liability arising from deficiencies or any existing conditions of the original structure. ACGI will not be responsible for consequential or incidental damages sustained by any parties as a result of any data or conclusions included in this Report. The maximum liability of ACGI pursuant to this report shall be limited to the consulting fee received for the preparation of the report.

Climbers should not latch or tie their support lanyard or gear on to antennas, radios, antenna mounts etc. without proper evaluation. They should only tie to their support lanyards or gear to or attach to main tower/building structural members that have visible bolting and connection to the larger structure.

7.

ASSUMPTIONS

This analysis was completed based on the following assumptions:

- Tower has been properly maintained
- Tower erection was in accordance to manufacturer drawings
- Leg flanges have been properly designed by manufacturer to not be a limiting reaction
- Welds have been properly designed and installed by manufacturer to not be a limiting reaction
- Foundation was constructed in accordance to manufacturer drawings
- Foundation does not have structural damage
- Bolts have been properly tightened according to manufacturer specifications
- Appurtenance, mount and transmission line sizes and weights are best estimates using the tnxTower database and manufacturer information

8. RECOMMENDATIONS

The existing tower is recommended for the final loading listed under Section 4 "Appurtenances Listing", after installing proposed tower modifications.

Modifications Required:

1. Remove and dispose existing 75ft Monopole with all its sections.
2. Stack new 120' Monopole. Reuse existing Foundation and Anchor bolts.
3. Keep the anchor rod projection (distance from top of foundation to bottom of leveling nut) less than 1in.
4. Install new safety climb system.
5. Install new grounding for the new tower.
 - Temporary removal and relocation of AT&T equipment will be required prior to start drop and swap construction.

Contractor bids are pending and will be provided shortly under separate cover.

Modification should be installed by a contractor familiar with the work to be performed.

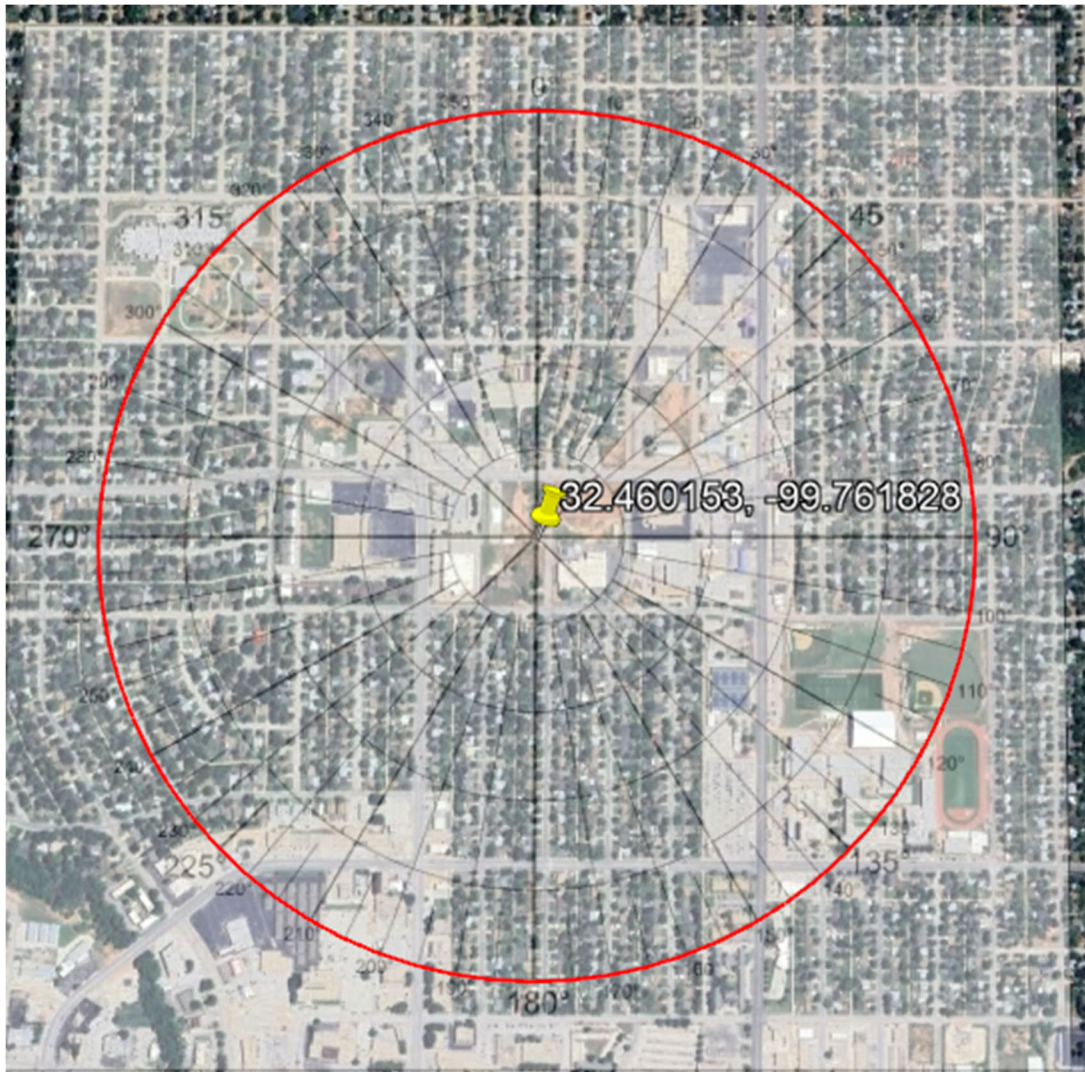
9. SUMMARY OF WORKING PERCENTAGE OF STRUCTURAL COMPONENTS

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
L1	120 - 81	Pole	TP21.55x12x0.3125	1	-9.12	1189.67	49.5	Pass
L2	81 - 43.5	Pole	TP30.1077x20.1904x0.375	2	-21.72	2010.60	67.0	Pass
L3	43.5 - 1	Pole	TP39.77x28.5006x0.375	3	-32.11	2743.06	74.4	Pass
							Summary	
							Pole (L3)	Pass
							RATING =	74.4 Pass

APPENDIX

SITE DATA



Exposure C

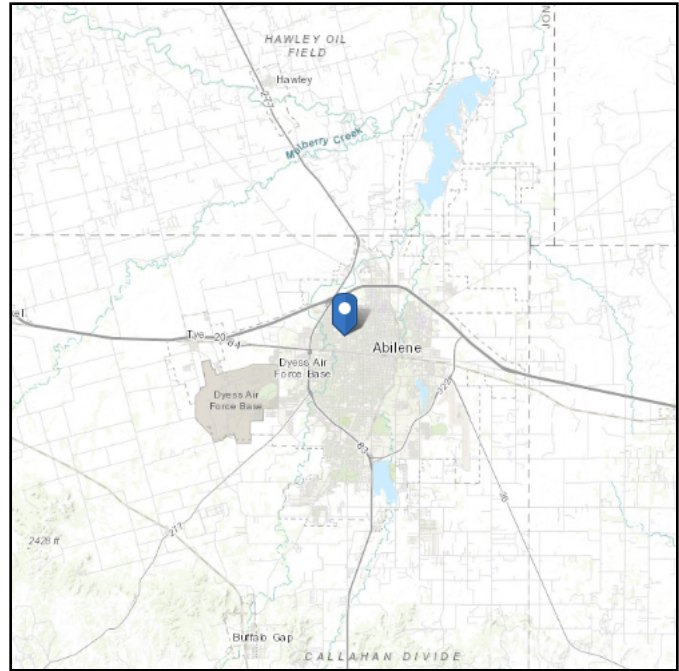
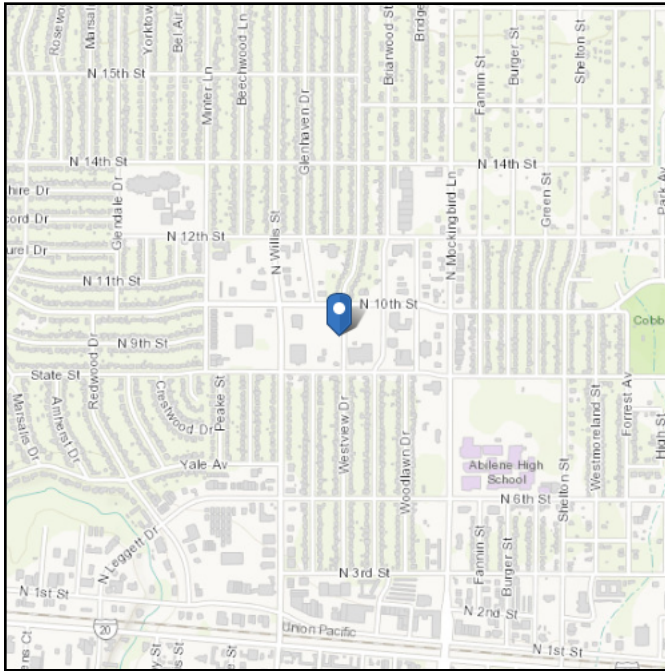
Topography 1

ASCE Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-16
Risk Category: II
Soil Class: D - Default (see Section 11.4.3)

Latitude: 32.460153
Longitude: -99.761828
Elevation: 0 ft (NAVD 88)



Wind

Results:

Wind Speed	106 Vmph
10-year MRI	74 Vmph
25-year MRI	81 Vmph
50-year MRI	86 Vmph
100-year MRI	91 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2

Date Accessed: Tue Jun 25 2024

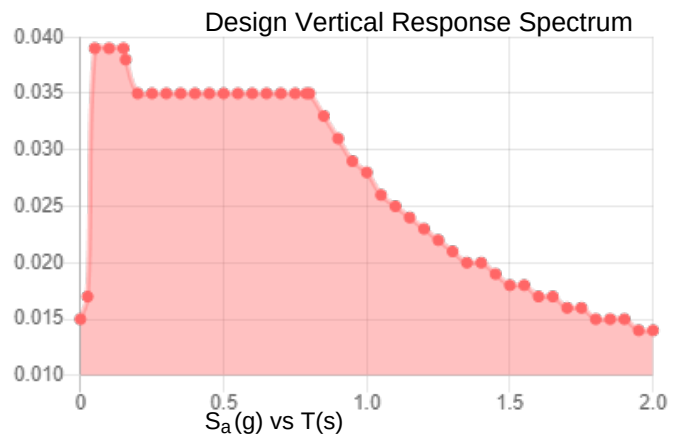
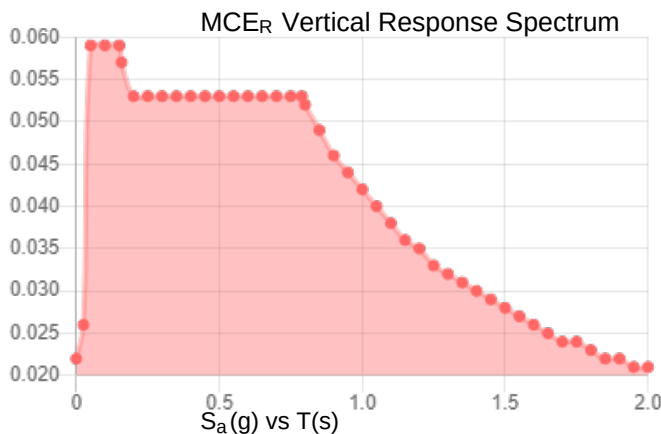
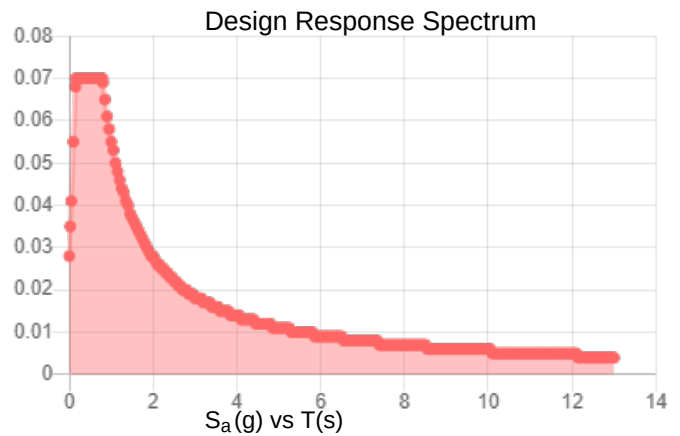
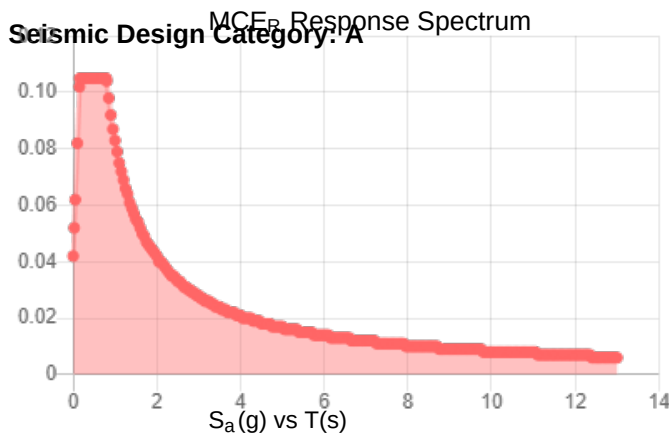
Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

Site Soil Class: D - Default (see Section 11.4.3)

Results:

S_S :	0.066	S_{D1} :	0.055
S_1 :	0.035	T_L :	12
F_a :	1.6	PGA :	0.03
F_v :	2.4	PGA _M :	0.049
S_{MS} :	0.105	F_{PGA} :	1.6
S_{M1} :	0.083	I_e :	1
S_{DS} :	0.07	C_v :	0.7



Data Accessed: Tue Jun 25 2024

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-16 and ASCE/SEI 7-16 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-16 Ch. 21 are available from USGS.

Ice

Results:

Ice Thickness: 1.50 in.
Concurrent Temperature: 15 F
Gust Speed 40 mph

Data Source: Standard ASCE/SEI 7-16, Figs. 10-2 through 10-8

Date Accessed: Tue Jun 25 2024

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 500-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

The ASCE Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

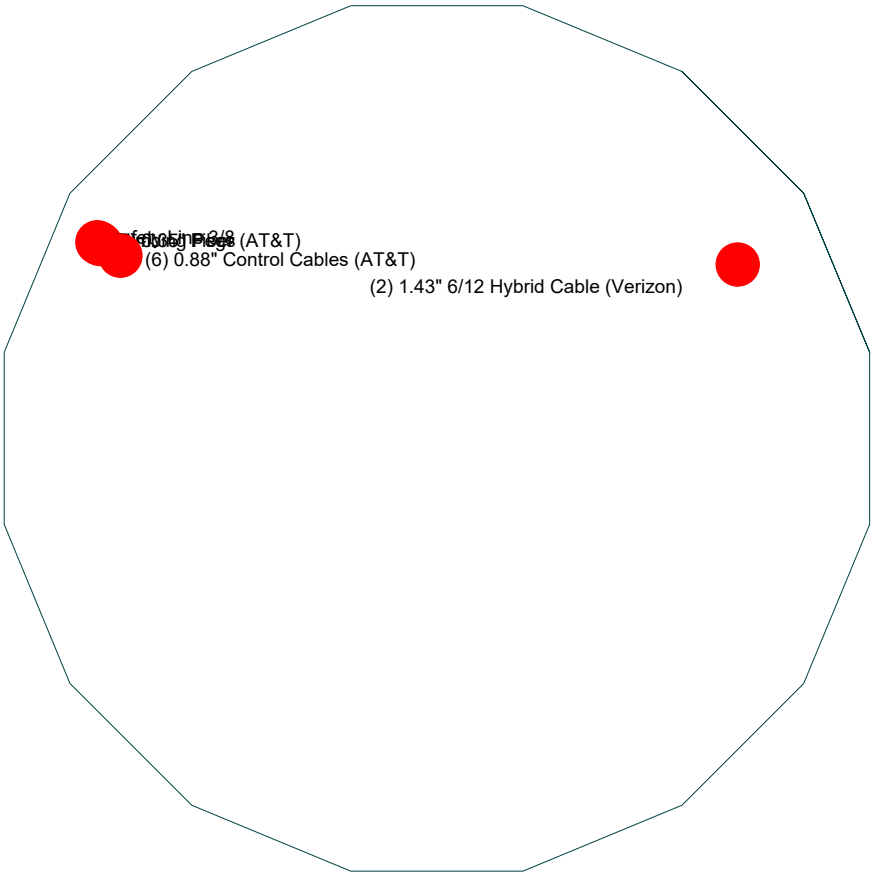
ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE Hazard Tool.

COAX LAYOUT

Feed Line Plan

Round Flat App In Face App Out Face



TOWER ELEVATION DRAWINGS

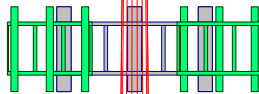
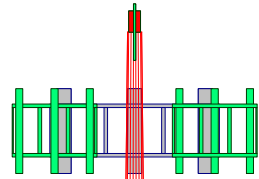
Section	1	2	3	
Length (ft)	39.00	40.50	46.00	
Number of Sides	18	18	18	
Thickness (in)	0.3125	0.3750	0.3750	
Socket Length (ft)	3.00	3.50	28.5006	
Top Dia (in)	12.0000	20.1904	39.7700	
Bot Dia (in)	21.5500	30.1077		
Grade		A572-65		
Weight (K)	2.3	4.3	6.6	13.1

120.0 ft

81.0 ft

43.5 ft

1.0 ft



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
L1	121	L2	82
Beacon	120	Loadings (40K EPA) (ATI)	75
Lightning Rod	120	L3	44.5
Loadings (40K EPA) (Verizon)	113		

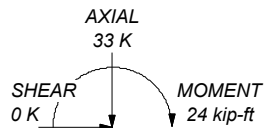
MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-65	65 ksi	80 ksi			

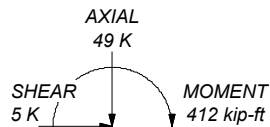
TOWER DESIGN NOTES

1. Tower designed for Exposure C to the TIA-222-H Standard.
2. Tower designed for a 106 mph basic wind in accordance with the TIA-222-H Standard.
3. Tower is also designed for a 40 mph basic wind with 1.50 in ice. Ice is considered to increase in thickness with height.
4. Deflections are based upon a 60 mph wind.
5. Tower Risk Category II.
6. Topographic Category 1 with Crest Height of 0.00 ft
7. TOWER RATING: 74.4%

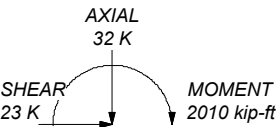
ALL REACTIONS
ARE FACTORED



SEISMIC



40 mph WIND - 1.5000 in ICE



REACTIONS - 106 mph WIND

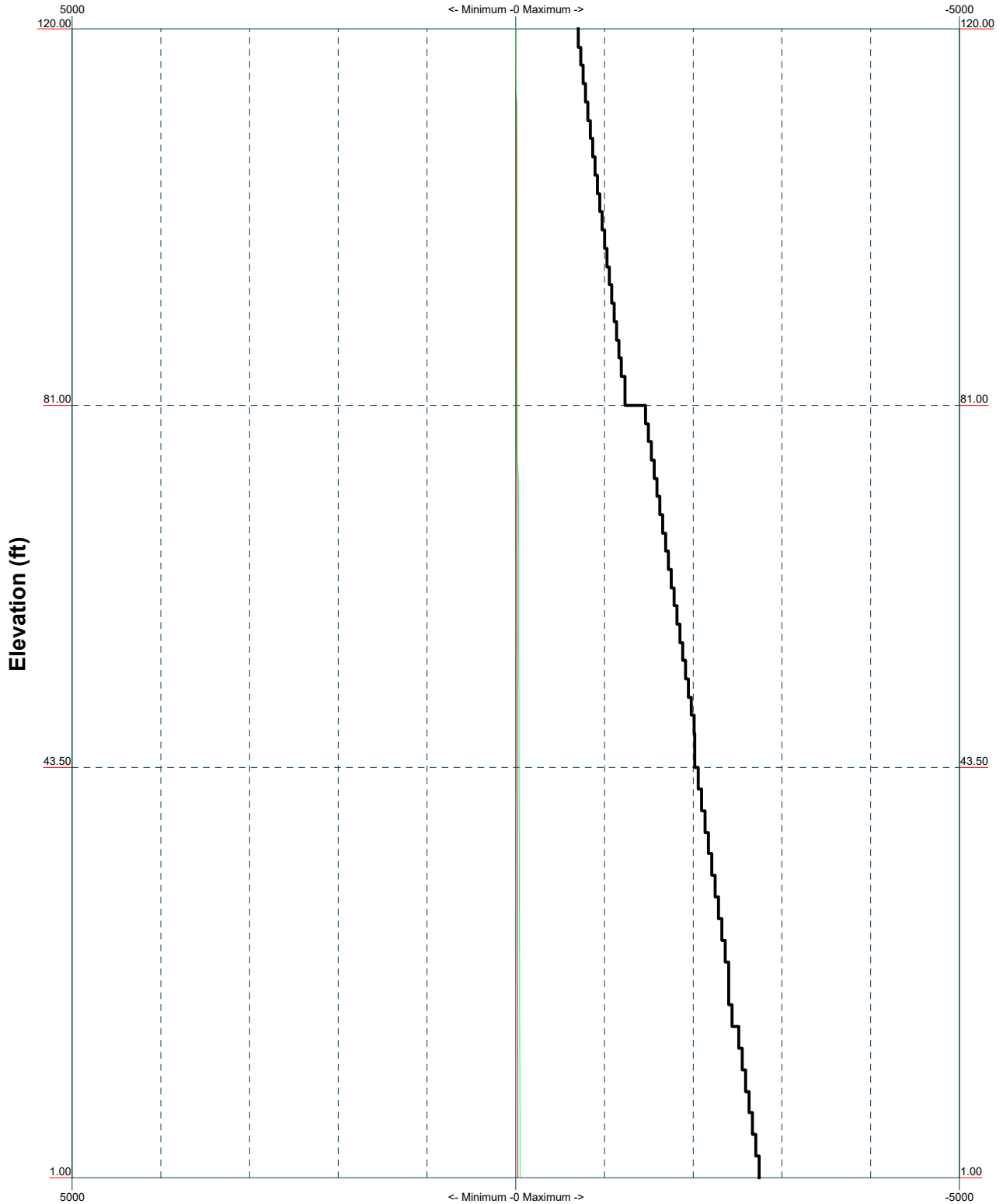
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Consulting Engineers		Drawn by: AJain Date: 07/25/24		App'd: Scale: NTS Dwg No. E-1	

MISCELLANEOUS PLOTS

TIA-222-H - 106 mph/40 mph 1.5000 in Ice Exposure C

Leg Capacity ———

Leg Compression (K)



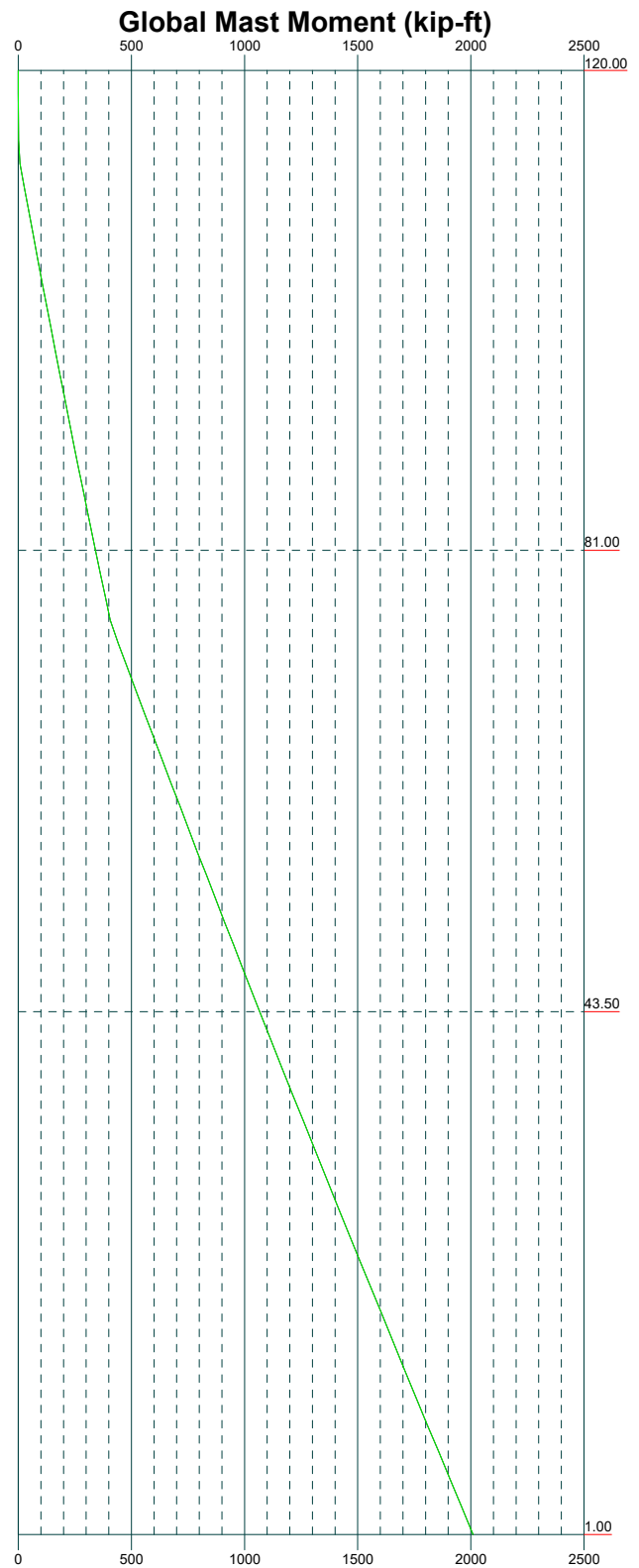
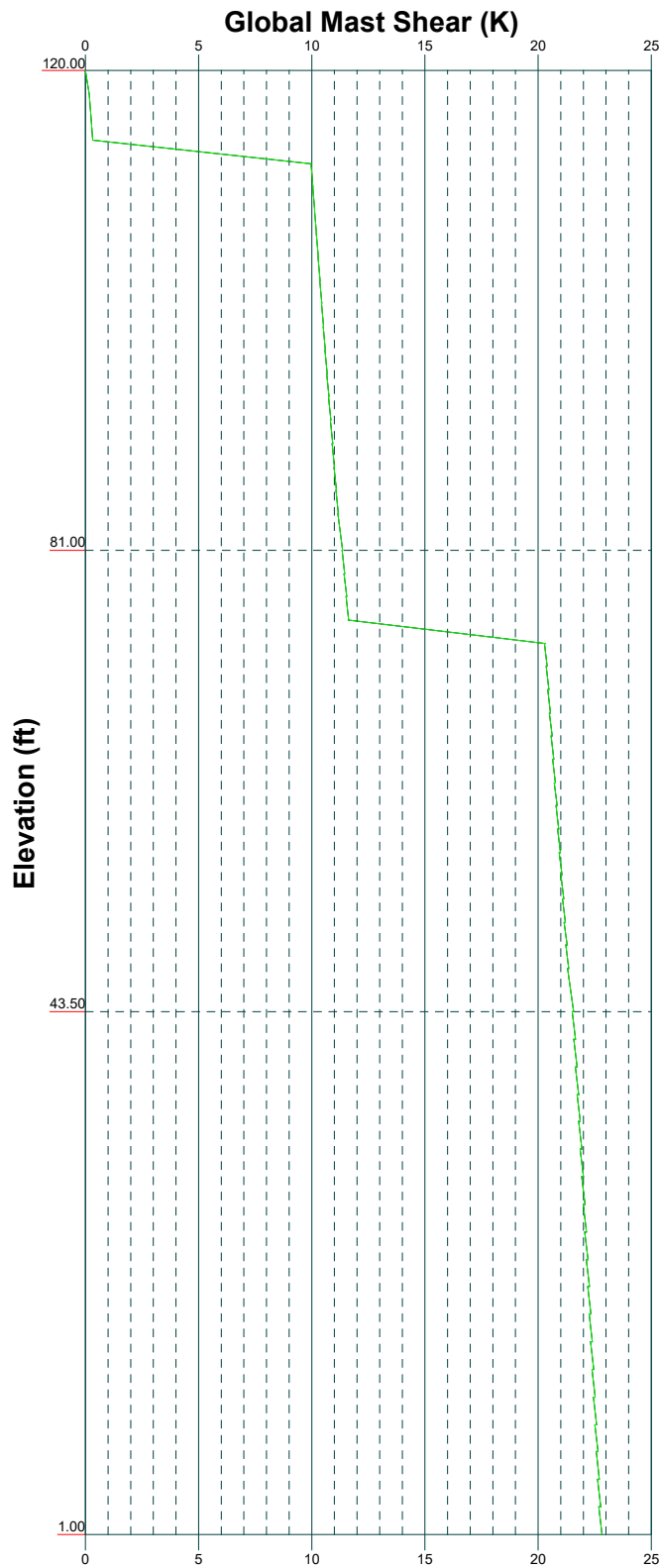
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		Client: Tillman Infrastructure Code: TIA-222-H Path:	Drawn by: AJain Date: 07/25/24 Scale: NTS Dwg No. E-3

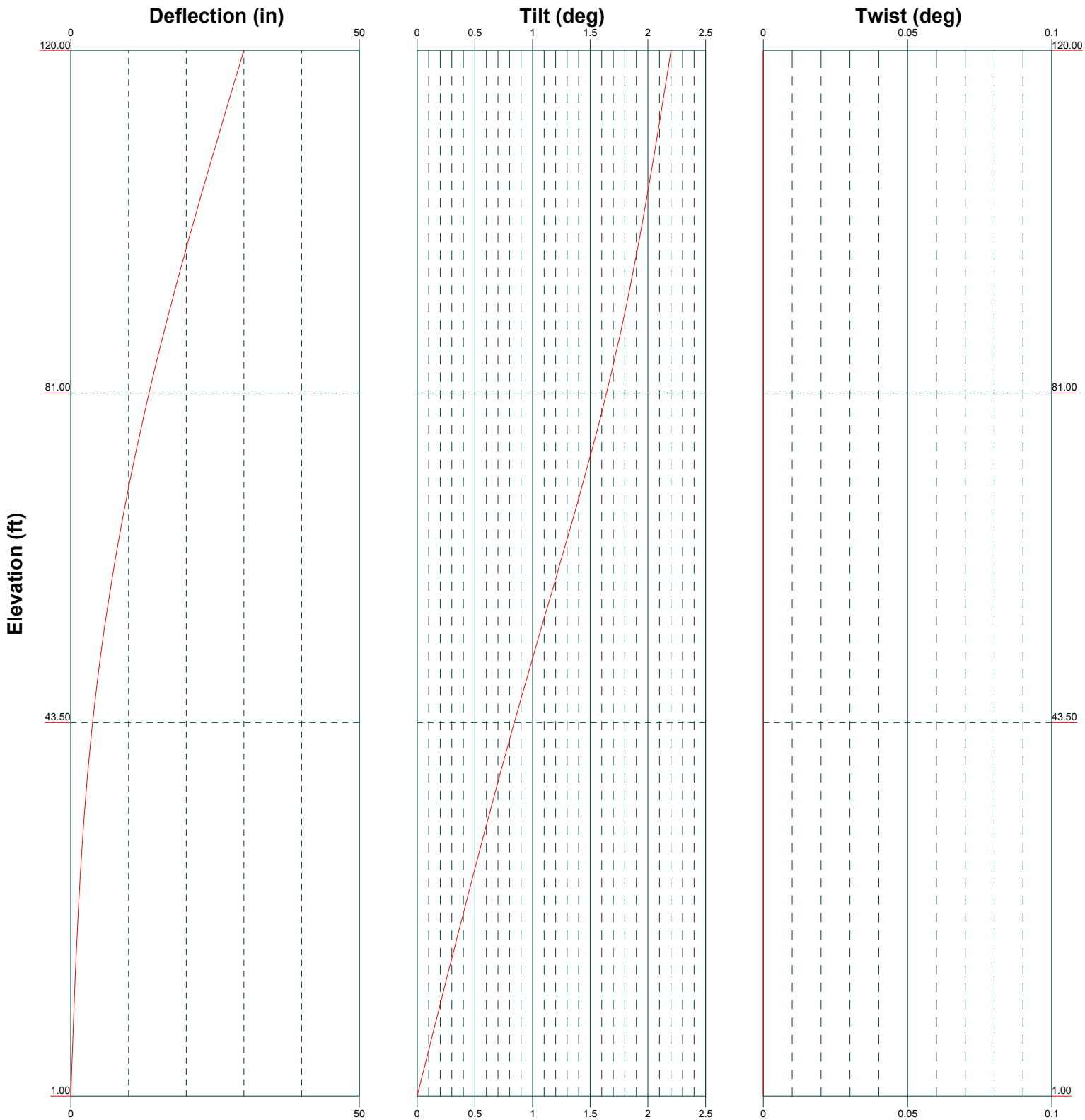
Vx

Vz

Mx

Mz

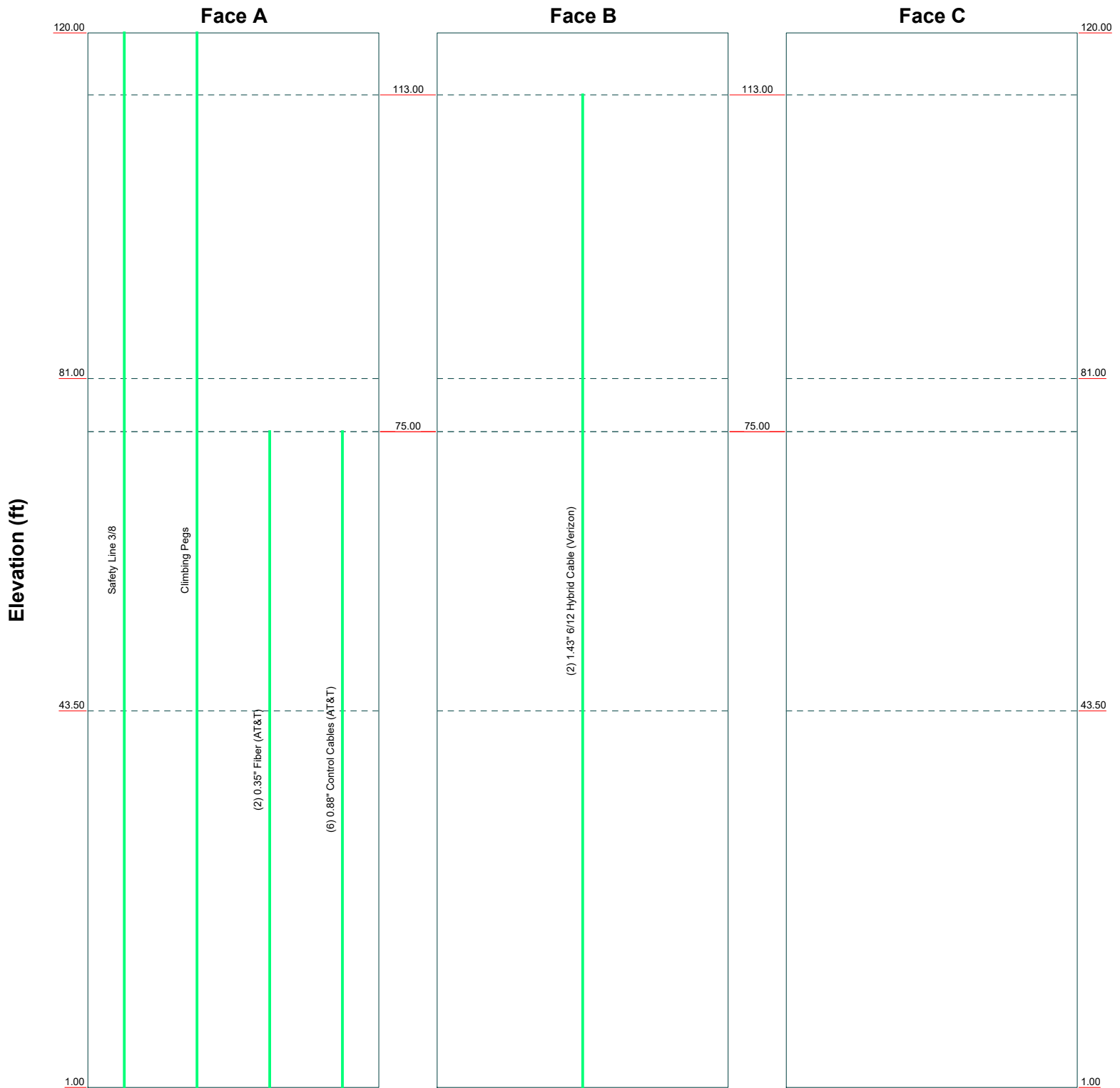




Feed Line Distribution Chart

1' - 120'

Round Flat App In Face App Out Face Truss Leg



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CALCULATION PRINTOUT

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Tower Input Data

The tower is a monopole.

This tower is designed using the TIA-222-H standard.

The following design criteria apply:

Tower base elevation above sea level: 1.00 ft.

Basic wind speed of 106 mph.

Risk Category II.

Exposure Category C.

Simplified Topographic Factor Procedure for wind speed-up calculations is used.

Topographic Category: 1.

Crest Height: 0.00 ft.

Nominal ice thickness of 1.5000 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 40 mph is used in combination with ice.

Temperature drop of 5 °F.

Deflections calculated using a wind speed of 60 mph.

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

Consider Moments - Legs	Assume Legs Pinned	√ Calculate Redundant Bracing Forces
Consider Moments - Horizontals	√ Assume Rigid Index Plate	Ignore Redundant Members in FEA
Consider Moments - Diagonals	√ Use Clear Spans For Wind Area	SR Leg Bolts Resist Compression
Use Moment Magnification	√ Use Clear Spans For KL/r	√ All Leg Panels Have Same Allowable
√ Use Code Stress Ratios	√ Retension Guys To Initial Tension	Offset Girt At Foundation
√ Use Code Safety Factors - Guys	√ Bypass Mast Stability Checks	√ Consider Feed Line Torque
Escalate Ice	√ Use Azimuth Dish Coefficients	√ Include Angle Block Shear Check
Always Use Max Kz	√ Project Wind Area of Appurtenances	Use TIA-222-H Bracing Resist. Exemption
Use Special Wind Profile	Alternative Appurt. EPA Calculation	Use TIA-222-H Tension Splice Exemption
√ Include Bolts In Member Capacity	√ Autocalc Torque Arm Areas	Poles
√ Leg Bolts Are At Top Of Section	Add IBC .6D+W Combination	√ Include Shear-Torsion Interaction
√ Secondary Horizontal Braces Leg	Sort Capacity Reports By Component	Always Use Sub-Critical Flow
Use Diamond Inner Bracing (4 Sided)	√ Triangulate Diamond Inner Bracing	Use Top Mounted Sockets
SR Members Have Cut Ends	Treat Feed Line Bundles As Cylinder	Pole Without Linear Attachments
SR Members Are Concentric	Ignore KL/ry For 60 Deg. Angle Legs	Pole With Shroud Or No Appurtenances
Distribute Leg Loads As Uniform	Use ASCE 10 X-Brace Ly Rules	Outside and Inside Corner Radii Are Known

Tapered Pole Section Geometry

Section	Elevation	Section Length	Splice Length	Number of Sides	Top Diameter	Bottom Diameter	Wall Thickness	Bend Radius	Pole Grade
	ft	ft	ft		in	in	in	in	
L1	120.00-81.00	39.00	3.00	18	12.0000	21.5500	0.3125	1.2500	A572-65 (65 ksi)
L2	81.00-43.50	40.50	3.50	18	20.1904	30.1077	0.3750	1.5000	A572-65 (65 ksi)

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Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L3	43.50-1.00	46.00		18	28.5006	39.7700	0.3750	1.5000	A572-65 (65 ksi)

Tapered Pole Properties

Section	Tip Dia. in	Area in ²	I in ⁴	r in	C in	I/C in ³	J in ⁴	It/Q in ²	w in	w/t
L1	12.1369	11.5925	200.0595	4.1491	6.0960	32.8182	400.3823	5.7974	1.5620	4.998
	21.8342	21.0649	1200.3408	7.5393	10.9474	109.6462	2402.2610	10.5345	3.2428	10.377
L2	21.1900	23.5853	1169.9928	7.0345	10.2567	114.0709	2341.5251	11.7949	2.8935	7.716
	30.5143	35.3893	3952.5588	10.5551	15.2947	258.4266	7910.3184	17.6980	4.6390	12.371
L3	29.7531	33.4765	3345.6687	9.9846	14.4783	231.0812	6695.7396	16.7415	4.3561	11.616
	40.3257	46.8899	9193.8826	13.9852	20.2032	455.0715	18399.8628	23.4494	6.3395	16.905

Tower Elevation ft	Gusset Area (per face) ft ²	Gusset Thickness in	Gusset Grade	Adjust. Factor A _f	Adjust. Factor A _r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in	Double Angle Stitch Bolt Spacing Redundants in
L1 120.00-81.00				1	1	1.05			
L2 81.00-43.50				1	1	1.05			
L3 43.50-1.00				1	1	1.05			

Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number	Number Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight plf

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number		C _A A _A ft ² /ft	Weight plf
Safety Line 3/8	A	No	No	Inside Pole	120.00 - 1.00	1	No Ice 1/2" Ice 1" Ice 2" Ice	0.00 0.00 0.00 0.00	0.22 0.22 0.22 0.22
Climbing Pegs	A	No	No	Inside Pole	120.00 - 1.00	1	No Ice 1/2" Ice 1" Ice 2" Ice	0.00 0.00 0.00 0.00	7.90 7.90 7.90 7.90
0.35" Fiber (AT&T)	A	No	No	Inside Pole	75.00 - 1.00	2	No Ice 1/2" Ice 1" Ice	0.00 0.00 0.00	0.08 0.08 0.08

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Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number		$C_A A_A$ ft ² /ft	Weight plf
0.88" Control Cables (AT&T)	A	No	No	Inside Pole	75.00 - 1.00	6	2" Ice	0.00	0.08
							No Ice	0.00	0.15
							1/2" Ice	0.00	0.15
							1" Ice	0.00	0.15
							2" Ice	0.00	0.15

1.43" 6/12 Hybrid Cable (Verizon)	B	No	No	Inside Pole	113.00 - 1.00	2	No Ice	0.00	2.40
							1/2" Ice	0.00	2.40
							1" Ice	0.00	2.40
							2" Ice	0.00	2.40

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	A_R ft ²	A_F ft ²	$C_A A_A$ In Face ft ²	$C_A A_A$ Out Face ft ²	Weight K
L1	120.00-81.00	A	0.000	0.000	0.000	0.000	0.32
		B	0.000	0.000	0.000	0.000	0.15
		C	0.000	0.000	0.000	0.000	0.00
L2	81.00-43.50	A	0.000	0.000	0.000	0.000	0.34
		B	0.000	0.000	0.000	0.000	0.18
		C	0.000	0.000	0.000	0.000	0.00
L3	43.50-1.00	A	0.000	0.000	0.000	0.000	0.39
		B	0.000	0.000	0.000	0.000	0.20
		C	0.000	0.000	0.000	0.000	0.00

Feed Line/Linear Appurtenances Section Areas - With Ice

Tower Section	Tower Elevation ft	Face or Leg	Ice Thickness in	A_R ft ²	A_F ft ²	$C_A A_A$ In Face ft ²	$C_A A_A$ Out Face ft ²	Weight K
L1	120.00-81.00	A	1.674	0.000	0.000	0.000	0.000	0.32
		B		0.000	0.000	0.000	0.000	0.15
		C		0.000	0.000	0.000	0.000	0.00
L2	81.00-43.50	A	1.596	0.000	0.000	0.000	0.000	0.34
		B		0.000	0.000	0.000	0.000	0.18
		C		0.000	0.000	0.000	0.000	0.00
L3	43.50-1.00	A	1.441	0.000	0.000	0.000	0.000	0.39
		B		0.000	0.000	0.000	0.000	0.20
		C		0.000	0.000	0.000	0.000	0.00

Feed Line Center of Pressure

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Section	Elevation	CP _x	CP _z	CP _x Ice	CP _z Ice
	ft	in	in	in	in
L1	120.00-81.00	0.0000	0.0000	0.0000	0.0000
L2	81.00-43.50	0.0000	0.0000	0.0000	0.0000
L3	43.50-1.00	0.0000	0.0000	0.0000	0.0000

Note: For pole sections, center of pressure calculations do not consider feed line shielding.

User Defined Loads - Seismic

Description	Elevation	Offset From Centroid	Azimuth Angle	E _v	E _{hx}	E _{hz}	E _h
	ft	ft	°	K	K	K	K
L1	121.00	0.00	0.0000	0.12	0.00	0.00	0.12
L2	82.00	0.00	0.0000	0.15	0.00	0.00	0.10
L3	44.50	0.00	0.0000	0.10	0.00	0.00	0.03

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment	Placement	C _A A _A Front	C _A A _A Side	Weight
			°		ft	ft ²	ft ²	K
Lightning Rod	B	None		0.0000	120.00	No Ice 1/2" Ice 1" Ice 2" Ice	0.25 0.66 0.97 1.49	0.03 0.03 0.04 0.06
Beacon	B	None		0.0000	120.00	No Ice 1/2" Ice 1" Ice 2" Ice	2.00 2.50 3.00 4.00	0.02 0.03 0.04 0.06

Loadings (40K EPA) (Verizon)	A	None		0.0000	113.00	No Ice 1/2" Ice 1" Ice 2" Ice	278.00 300.00 322.20 366.60	6.00 7.50 9.00 12.00

Loadings (40K EPA) (AT&T)	A	None		0.0000	75.00	No Ice 1/2" Ice 1" Ice 2" Ice	278.00 300.00 322.20 366.60	6.00 7.50 9.00 12.00

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Load Combinations

<i>Comb. No.</i>	<i>Description</i>
1	Dead Only
2	1.2 Dead+1.0 Wind 0 deg - No Ice
3	0.9 Dead+1.0 Wind 0 deg - No Ice
4	1.2 Dead+1.0 Wind 30 deg - No Ice
5	0.9 Dead+1.0 Wind 30 deg - No Ice
6	1.2 Dead+1.0 Wind 60 deg - No Ice
7	0.9 Dead+1.0 Wind 60 deg - No Ice
8	1.2 Dead+1.0 Wind 90 deg - No Ice
9	0.9 Dead+1.0 Wind 90 deg - No Ice
10	1.2 Dead+1.0 Wind 120 deg - No Ice
11	0.9 Dead+1.0 Wind 120 deg - No Ice
12	1.2 Dead+1.0 Wind 150 deg - No Ice
13	0.9 Dead+1.0 Wind 150 deg - No Ice
14	1.2 Dead+1.0 Wind 180 deg - No Ice
15	0.9 Dead+1.0 Wind 180 deg - No Ice
16	1.2 Dead+1.0 Wind 210 deg - No Ice
17	0.9 Dead+1.0 Wind 210 deg - No Ice
18	1.2 Dead+1.0 Wind 240 deg - No Ice
19	0.9 Dead+1.0 Wind 240 deg - No Ice
20	1.2 Dead+1.0 Wind 270 deg - No Ice
21	0.9 Dead+1.0 Wind 270 deg - No Ice
22	1.2 Dead+1.0 Wind 300 deg - No Ice
23	0.9 Dead+1.0 Wind 300 deg - No Ice
24	1.2 Dead+1.0 Wind 330 deg - No Ice
25	0.9 Dead+1.0 Wind 330 deg - No Ice
26	1.2 Dead+1.0 Ice+1.0 Temp
27	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp
28	1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp
29	1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp
30	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
31	1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp
32	1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp
33	1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
34	1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp
35	1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp
36	1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp
37	1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp
38	1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp
39	Dead+Wind 0 deg - Service
40	Dead+Wind 30 deg - Service
41	Dead+Wind 60 deg - Service
42	Dead+Wind 90 deg - Service
43	Dead+Wind 120 deg - Service
44	Dead+Wind 150 deg - Service
45	Dead+Wind 180 deg - Service
46	Dead+Wind 210 deg - Service
47	Dead+Wind 240 deg - Service
48	Dead+Wind 270 deg - Service
49	Dead+Wind 300 deg - Service
50	Dead+Wind 330 deg - Service
51	1.2 Dead+1.0 Ev+1.0 Eh 0 deg
52	0.9 Dead-1.0 Ev+1.0 Eh 0 deg
53	1.2 Dead+1.0 Ev+1.0 Eh 30 deg
54	0.9 Dead-1.0 Ev+1.0 Eh 30 deg
55	1.2 Dead+1.0 Ev+1.0 Eh 60 deg
56	0.9 Dead-1.0 Ev+1.0 Eh 60 deg
57	1.2 Dead+1.0 Ev+1.0 Eh 90 deg
58	0.9 Dead-1.0 Ev+1.0 Eh 90 deg
59	1.2 Dead+1.0 Ev+1.0 Eh 120 deg

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Comb. No.	Description
60	0.9 Dead-1.0 Ev+1.0 Eh 120 deg
61	1.2 Dead+1.0 Ev+1.0 Eh 150 deg
62	0.9 Dead-1.0 Ev+1.0 Eh 150 deg
63	1.2 Dead+1.0 Ev+1.0 Eh 180 deg
64	0.9 Dead-1.0 Ev+1.0 Eh 180 deg
65	1.2 Dead+1.0 Ev+1.0 Eh 210 deg
66	0.9 Dead-1.0 Ev+1.0 Eh 210 deg
67	1.2 Dead+1.0 Ev+1.0 Eh 240 deg
68	0.9 Dead-1.0 Ev+1.0 Eh 240 deg
69	1.2 Dead+1.0 Ev+1.0 Eh 270 deg
70	0.9 Dead-1.0 Ev+1.0 Eh 270 deg
71	1.2 Dead+1.0 Ev+1.0 Eh 300 deg
72	0.9 Dead-1.0 Ev+1.0 Eh 300 deg
73	1.2 Dead+1.0 Ev+1.0 Eh 330 deg
74	0.9 Dead-1.0 Ev+1.0 Eh 330 deg

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	120 - 81	29.976	39	2.1993	0.0000
L2	84 - 43.5	14.642	39	1.6962	0.0000
L3	47 - 1	4.366	39	0.9151	0.0000

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
121.00	L1	39	29.976	2.1993	0.0000	18496
120.00	Lightning Rod	39	29.976	2.1993	0.0000	18496
113.00	Loadings (40K EPA)	39	26.805	2.1145	0.0000	13212
82.00	L2	39	13.912	1.6599	0.0000	2551
75.00	Loadings (40K EPA)	39	11.506	1.5240	0.0000	2454
44.50	L3	39	3.933	0.8612	0.0000	2288

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	120 - 81	105.500	2	7.7572	0.0000
L2	84 - 43.5	51.555	2	5.9814	0.0000
L3	47 - 1	15.372	8	3.2242	0.0000

Critical Deflections and Radius of Curvature - Design Wind

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<i>Elevation</i>	<i>Appurtenance</i>	<i>Gov. Load Comb.</i>	<i>Deflection</i>	<i>Tilt</i>	<i>Twist</i>	<i>Radius of Curvature</i>
<i>ft</i>			<i>in</i>	<i>°</i>	<i>°</i>	<i>ft</i>
121.00	L1	2	105.500	7.7572	0.0000	5399
120.00	Lightning Rod	2	105.500	7.7572	0.0000	5399
113.00	Loadings (40K EPA)	2	94.347	7.4580	0.0000	3856
82.00	L2	2	48.985	5.8531	0.0000	738
75.00	Loadings (40K EPA)	2	40.518	5.3732	0.0000	707
44.50	L3	8	13.845	3.0344	0.0000	651

Compression Checks

Pole Design Data

<i>Section No.</i>	<i>Elevation</i>	<i>Size</i>	<i>L</i>	<i>L_u</i>	<i>Kl/r</i>	<i>A</i>	<i>P_u</i>	ϕP_n	<i>Ratio</i>
	<i>ft</i>		<i>ft</i>	<i>ft</i>		<i>in²</i>	<i>K</i>	<i>K</i>	$\frac{P_u}{\phi P_n}$
L1	120 - 118.105	TP21.55x12x0.3125	39.00	0.00	0.0	12.0527	-0.31	705.09	0.000
	118.105 - 116.211					12.5129	-0.28	732.01	0.000
	116.211 - 114.316					12.9731	-0.40	758.93	0.001
	114.316 - 112.421					13.4333	-6.49	785.85	0.008
	112.421 - 110.526					13.8935	-6.62	812.77	0.008
	110.526 - 108.632					14.3537	-6.76	839.69	0.008
	108.632 - 106.737					14.8139	-6.91	866.62	0.008
	106.737 - 104.842					15.2741	-7.06	893.54	0.008
	104.842 - 102.947					15.7343	-7.22	920.46	0.008
	102.947 - 101.053					16.1945	-7.39	947.38	0.008
	101.053 - 99.1579					16.6547	-7.56	974.30	0.008
	99.1579 - 97.2632					17.1149	-7.74	1001.22	0.008
	97.2632 - 95.3684					17.5751	-7.92	1028.14	0.008
	95.3684 - 93.4737					18.0353	-8.11	1055.07	0.008
	93.4737 - 91.5789					18.4955	-8.30	1081.99	0.008
	91.5789 - 89.6842					18.9557	-8.50	1108.91	0.008
	89.6842 - 87.7895					19.4159	-8.70	1135.83	0.008
	87.7895 - 85.8947					19.8761	-8.91	1162.75	0.008
	85.8947 - 84					20.3363	-9.12	1189.67	0.008
	84 - 81					21.0649	-4.52	1232.30	0.004
L2	84 - 81	TP30.1077x20.1904x0.375	40.50	0.00	0.0	24.4596	-5.23	1430.89	0.004
	81 - 79.1111					25.0102	-9.99	1463.10	0.007

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Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
L3	79.1111 - 77.2222	TP39.77x28.5006x0.375	46.00	0.00	0.0	25.5607	-10.24	1495.30	0.007
	77.2222 - 75.3333					26.1112	-10.50	1527.51	0.007
	75.3333 - 73.4444					26.6618	-17.19	1559.71	0.011
	73.4444 - 71.5556					27.2123	-17.48	1591.92	0.011
	71.5556 - 69.6667					27.7628	-17.77	1624.13	0.011
	69.6667 - 67.7778					28.3134	-18.07	1656.33	0.011
	67.7778 - 65.8889					28.8639	-18.38	1688.54	0.011
	65.8889 - 64					29.4144	-18.69	1720.74	0.011
	64 - 62.1111					29.9650	-19.01	1752.95	0.011
	62.1111 - 60.2222					30.5155	-19.33	1785.16	0.011
	60.2222 - 58.3333					31.0660	-19.66	1817.36	0.011
	58.3333 - 56.4444					31.6166	-19.99	1849.57	0.011
	56.4444 - 54.5556					32.1671	-20.33	1881.78	0.011
	54.5556 - 52.6667					32.7176	-20.67	1913.98	0.011
	52.6667 - 50.7778					33.2682	-21.02	1946.19	0.011
	50.7778 - 48.8889					33.8187	-21.37	1978.39	0.011
	48.8889 - 47					34.3692	-21.72	2010.60	0.011
	47 - 43.5					35.3893	-11.59	2070.28	0.006
	47 - 43.5					34.4971	-11.27	2018.08	0.006
	43.5 - 41.2632					35.1494	-23.28	2056.24	0.011
	41.2632 - 39.0263					35.8016	-23.72	2094.40	0.011
	39.0263 - 36.7895					36.4539	-24.17	2132.55	0.011
	36.7895 - 34.5526					37.1061	-24.62	2170.71	0.011
	34.5526 - 32.3158					37.7584	-25.08	2208.87	0.011
	32.3158 - 30.0789					38.4106	-25.54	2247.02	0.011
	30.0789 - 27.8421					39.0629	-26.01	2285.18	0.011
	27.8421 - 25.6053					39.7151	-26.49	2323.34	0.011
	25.6053 - 23.3684					40.3674	-26.97	2361.49	0.011
	23.3684 - 21.1316					41.0196	-27.46	2399.65	0.011
	21.1316 - 18.8947					41.0196	-27.73	2399.65	0.012
	18.8947 - 16.6579					41.6719	-28.23	2437.81	0.012
	16.6579 - 14.4211					42.9764	-28.95	2514.12	0.012
	14.4211 - 12.1842					43.6286	-29.46	2552.28	0.012

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Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
	12.1842 - 9.94737					44.2809	-29.98	2590.43	0.012
	9.94737 - 7.71053					44.9331	-30.50	2628.59	0.012
	7.71053 - 5.47368					45.5854	-31.03	2666.75	0.012
	5.47368 - 3.23684					46.2376	-31.57	2704.90	0.012
	3.23684 - 1					46.8899	-32.11	2743.06	0.012

Pole Bending Design Data

Section No.	Elevation ft	Size	M _{ux} kip-ft	φM _{ux} kip-ft	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	M _{uy} kip-ft	φM _{uy} kip-ft	Ratio $\frac{M_{uy}}{\phi M_{uy}}$
L1	120 - 118.105	TP21.55x12x0.3125	0.33	219.86	0.002	0.00	219.86	0.000
	118.105 - 116.211		0.64	237.19	0.003	0.00	237.19	0.000
	116.211 - 114.316		1.17	255.17	0.005	0.00	255.17	0.000
	114.316 - 112.421		7.41	273.81	0.027	0.00	273.81	0.000
	112.421 - 110.526		26.38	293.12	0.090	0.00	293.12	0.000
	110.526 - 108.632		45.50	313.07	0.145	0.00	313.07	0.000
	108.632 - 106.737		64.76	333.69	0.194	0.00	333.69	0.000
	106.737 - 104.842		84.17	354.96	0.237	0.00	354.96	0.000
	104.842 - 102.947		103.73	376.89	0.275	0.00	376.89	0.000
	102.947 - 101.053		123.43	399.48	0.309	0.00	399.48	0.000
	101.053 - 99.1579		143.28	422.73	0.339	0.00	422.73	0.000
	99.1579 - 97.2632		163.27	446.63	0.366	0.00	446.63	0.000
	97.2632 - 95.3684		183.42	471.19	0.389	0.00	471.19	0.000
	95.3684 - 93.4737		203.71	496.41	0.410	0.00	496.41	0.000
	93.4737 - 91.5789		224.16	522.29	0.429	0.00	522.29	0.000
	91.5789 - 89.6842		244.76	548.82	0.446	0.00	548.82	0.000
	89.6842 - 87.7895		265.52	576.01	0.461	0.00	576.01	0.000
	87.7895 - 85.8947		286.43	603.86	0.474	0.00	603.86	0.000
	85.8947 - 84		307.50	632.37	0.486	0.00	632.37	0.000
	84 - 81		163.68	678.85	0.241	0.00	678.85	0.000
L2	84 - 81	TP30.1077x20.1904x0.375	177.61	760.08	0.234	0.00	760.08	0.000
	81 - 79.1111		362.81	795.00	0.456	0.00	795.00	0.000
	79.1111 - 77.2222		384.51	830.69	0.463	0.00	830.69	0.000

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Section No.	Elevation ft	Size	M_{ux} kip-ft	ϕM_{ux} kip-ft	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	M_{uy} kip-ft	ϕM_{uy} kip-ft	Ratio $\frac{M_{uy}}{\phi M_{uy}}$
	77.2222 - 75.3333		406.37	867.17	0.469	0.00	867.17	0.000
	75.3333 - 73.4444		441.78	904.44	0.488	0.00	904.44	0.000
	73.4444 - 71.5556		480.20	942.49	0.509	0.00	942.49	0.000
	71.5556 - 69.6667		518.76	981.33	0.529	0.00	981.33	0.000
	69.6667 - 67.7778		557.46	1020.95	0.546	0.00	1020.95	0.000
	67.7778 - 65.8889		596.30	1061.35	0.562	0.00	1061.35	0.000
	65.8889 - 64		635.27	1102.54	0.576	0.00	1102.54	0.000
	64 - 62.1111		674.38	1144.51	0.589	0.00	1144.51	0.000
	62.1111 - 60.2222		713.63	1187.27	0.601	0.00	1187.27	0.000
	60.2222 - 58.3333		753.01	1230.81	0.612	0.00	1230.81	0.000
	58.3333 - 56.4444		792.53	1275.13	0.622	0.00	1275.13	0.000
	56.4444 - 54.5556		832.19	1320.24	0.630	0.00	1320.24	0.000
	54.5556 - 52.6667		871.99	1366.13	0.638	0.00	1366.13	0.000
	52.6667 - 50.7778		911.92	1412.81	0.645	0.00	1412.81	0.000
	50.7778 - 48.8889		952.00	1460.27	0.652	0.00	1460.27	0.000
	48.8889 - 47		992.21	1508.52	0.658	0.00	1508.52	0.000
	47 - 43.5		554.37	1599.98	0.346	0.00	1599.98	0.000
L3	47 - 43.5	TP39.77x28.5006x0.375	512.86	1519.83	0.337	0.00	1519.83	0.000
	43.5 - 41.2632		1115.50	1578.22	0.707	0.00	1578.22	0.000
	41.2632 - 39.0263		1163.92	1637.72	0.711	0.00	1637.72	0.000
	39.0263 - 36.7895		1212.52	1698.31	0.714	0.00	1698.31	0.000
	36.7895 - 34.5526		1261.27	1760.00	0.717	0.00	1760.00	0.000
	34.5526 - 32.3158		1310.17	1822.79	0.719	0.00	1822.79	0.000
	32.3158 - 30.0789		1359.23	1886.68	0.720	0.00	1886.68	0.000
	30.0789 - 27.8421		1408.44	1951.67	0.722	0.00	1951.67	0.000
	27.8421 - 25.6053		1457.80	2017.78	0.722	0.00	2017.78	0.000
	25.6053 - 23.3684		1507.31	2084.97	0.723	0.00	2084.97	0.000
	23.3684 - 21.1316		1556.97	2153.27	0.723	0.00	2153.27	0.000
	21.1316 - 18.8947		1556.83	2153.27	0.723	0.00	2153.27	0.000
	18.8947 - 16.6579		1606.62	2222.66	0.723	0.00	2222.66	0.000
	16.6579 - 14.4211		1706.80	2357.50	0.724	0.00	2357.50	0.000
	14.4211 - 12.1842		1757.03	2421.05	0.726	0.00	2421.05	0.000
	12.1842 - 9.94737		1807.39	2485.15	0.727	0.00	2485.15	0.000

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Section No.	Elevation ft	Size	M_{ux} kip-ft	ϕM_{nx} kip-ft	Ratio $\frac{M_{ux}}{\phi M_{nx}}$	M_{uy} kip-ft	ϕM_{ny} kip-ft	Ratio $\frac{M_{uy}}{\phi M_{ny}}$
	9.94737 - 7.71053		1857.89	2549.79	0.729	0.00	2549.79	0.000
	7.71053 - 5.47368		1908.53	2614.97	0.730	0.00	2614.97	0.000
	5.47368 - 3.23684		1959.29	2680.67	0.731	0.00	2680.67	0.000
	3.23684 - 1		2010.18	2746.88	0.732	0.00	2746.88	0.000

Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V_u K	ϕV_n K	Ratio $\frac{V_u}{\phi V_n}$	Actual T_u kip-ft	ϕT_n kip-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	120 - 118.105	TP21.55x12x0.3125	0.12	211.53	0.001	0.00	225.10	0.000
	118.105 - 116.211		0.24	219.60	0.001	0.00	242.62	0.000
	116.211 - 114.316		0.32	227.68	0.001	0.00	260.79	0.000
	114.316 - 112.421		9.97	235.75	0.042	0.00	279.62	0.000
	112.421 - 110.526		10.05	243.83	0.041	0.00	299.11	0.000
	110.526 - 108.632		10.13	251.91	0.040	0.00	319.25	0.000
	108.632 - 106.737		10.21	259.98	0.039	0.00	340.05	0.000
	106.737 - 104.842		10.29	268.06	0.038	0.00	361.50	0.000
	104.842 - 102.947		10.37	276.14	0.038	0.00	383.62	0.000
	102.947 - 101.053		10.45	284.21	0.037	0.00	406.38	0.000
	101.053 - 99.1579		10.53	292.29	0.036	0.00	429.81	0.000
	99.1579 - 97.2632		10.60	300.37	0.035	0.00	453.89	0.000
	97.2632 - 95.3684		10.68	308.44	0.035	0.00	478.63	0.000
	95.3684 - 93.4737		10.76	316.52	0.034	0.00	504.02	0.000
	93.4737 - 91.5789		10.85	324.60	0.033	0.00	530.07	0.000
	91.5789 - 89.6842		10.93	332.67	0.033	0.00	556.78	0.000
	89.6842 - 87.7895		11.01	340.75	0.032	0.00	584.14	0.000
	87.7895 - 85.8947		11.10	348.83	0.032	0.00	612.16	0.000
	85.8947 - 84		11.18	356.90	0.031	0.00	640.83	0.000
	84 - 81		5.49	369.69	0.015	0.00	687.58	0.000
L2	84 - 81	TP30.1077x20.1904x0.375	5.88	429.27	0.014	0.00	772.54	0.000
	81 - 79.1111		11.46	438.93	0.026	0.00	807.70	0.000
	79.1111 - 77.2222		11.55	448.59	0.026	0.00	843.66	0.000
	77.2222 - 75.3333		11.64	458.25	0.025	0.00	880.38	0.000

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Section No.	Elevation ft	Size	Actual V_u K	ϕV_n K	Ratio $\frac{V_u}{\phi V_n}$	Actual T_u kip-ft	ϕT_n kip-ft	Ratio $\frac{T_u}{\phi T_n}$
	75.3333 - 73.4444		20.33	467.91	0.043	0.00	917.90	0.000
	73.4444 - 71.5556		20.40	477.58	0.043	0.00	956.20	0.000
	71.5556 - 69.6667		20.48	487.24	0.042	0.00	995.28	0.000
	69.6667 - 67.7778		20.55	496.90	0.041	0.00	1035.15	0.000
	67.7778 - 65.8889		20.62	506.56	0.041	0.00	1075.79	0.000
	65.8889 - 64		20.70	516.22	0.040	0.00	1117.22	0.000
	64 - 62.1111		20.77	525.88	0.039	0.00	1159.43	0.000
	62.1111 - 60.2222		20.84	535.55	0.039	0.00	1202.43	0.000
	60.2222 - 58.3333		20.92	545.21	0.038	0.00	1246.21	0.000
	58.3333 - 56.4444		20.99	554.87	0.038	0.00	1290.77	0.000
	56.4444 - 54.5556		21.06	564.53	0.037	0.00	1336.11	0.000
	54.5556 - 52.6667		21.13	574.19	0.037	0.00	1382.23	0.000
	52.6667 - 50.7778		21.21	583.86	0.036	0.00	1429.15	0.000
	50.7778 - 48.8889		21.28	593.52	0.036	0.00	1476.83	0.000
	48.8889 - 47		21.36	603.18	0.035	0.00	1525.31	0.000
	47 - 43.5		11.26	621.08	0.018	0.00	1617.20	0.000
L3	47 - 43.5	TP39.77x28.5006x0.375	10.32	605.42	0.017	0.00	1536.68	0.000
	43.5 - 41.2632		21.65	616.87	0.035	0.00	1595.34	0.000
	41.2632 - 39.0263		21.73	628.32	0.035	0.00	1655.10	0.000
	39.0263 - 36.7895		21.80	639.77	0.034	0.00	1715.96	0.000
	36.7895 - 34.5526		21.87	651.21	0.034	0.00	1777.91	0.000
	34.5526 - 32.3158		21.94	662.66	0.033	0.00	1840.97	0.000
	32.3158 - 30.0789		22.00	674.11	0.033	0.00	1905.12	0.000
	30.0789 - 27.8421		22.07	685.55	0.032	0.00	1970.37	0.000
	27.8421 - 25.6053		22.14	697.00	0.032	0.00	2036.72	0.000
	25.6053 - 23.3684		22.21	708.45	0.031	0.00	2104.17	0.000
	23.3684 - 21.1316		22.27	719.89	0.031	0.00	2172.72	0.000
	21.1316 - 18.8947		22.33	731.34	0.031	0.00	2172.72	0.000
	18.8947 - 16.6579		22.40	742.79	0.030	0.00	2242.36	0.000
	16.6579 - 14.4211		22.46	754.24	0.030	0.00	2384.95	0.000
	14.4211 - 12.1842		22.52	765.68	0.029	0.00	2457.89	0.000
	12.1842 - 9.94737		22.59	777.13	0.029	0.00	2531.93	0.000
	9.94737 - 7.71053		22.65	788.58	0.029	0.00	2607.07	0.000

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Section No.	Elevation ft	Size	Actual V_u K	ϕV_n K	Ratio $\frac{V_u}{\phi V_n}$	Actual T_u kip-ft	ϕT_n kip-ft	Ratio $\frac{T_u}{\phi T_n}$
	7.71053 - 5.47368		22.71	800.02	0.028	0.00	2683.31	0.000
	5.47368 - 3.23684		22.76	811.47	0.028	0.00	2760.64	0.000
	3.23684 - 1		22.82	822.92	0.028	0.00	2839.08	0.000

Pole Interaction Design Data

Section No.	Elevation ft	Ratio $\frac{P_u}{\phi P_n}$	Ratio $\frac{M_{ux}}{\phi M_{nx}}$	Ratio $\frac{M_{uy}}{\phi M_{ny}}$	Ratio $\frac{V_u}{\phi V_n}$	Ratio $\frac{T_u}{\phi T_n}$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	120 - 118.105	0.000	0.002	0.000	0.001	0.000	0.002	1.000	✓
	118.105 - 116.211	0.000	0.003	0.000	0.001	0.000	0.003	1.000	✓
	116.211 - 114.316	0.001	0.005	0.000	0.001	0.000	0.005	1.000	✓
	114.316 - 112.421	0.008	0.027	0.000	0.042	0.000	0.037	1.000	✓
	112.421 - 110.526	0.008	0.090	0.000	0.041	0.000	0.100	1.000	✓
	110.526 - 108.632	0.008	0.145	0.000	0.040	0.000	0.155	1.000	✓
	108.632 - 106.737	0.008	0.194	0.000	0.039	0.000	0.204	1.000	✓
	106.737 - 104.842	0.008	0.237	0.000	0.038	0.000	0.247	1.000	✓
	104.842 - 102.947	0.008	0.275	0.000	0.038	0.000	0.284	1.000	✓
	102.947 - 101.053	0.008	0.309	0.000	0.037	0.000	0.318	1.000	✓
	101.053 - 99.1579	0.008	0.339	0.000	0.036	0.000	0.348	1.000	✓
	99.1579 - 97.2632	0.008	0.366	0.000	0.035	0.000	0.375	1.000	✓
	97.2632 - 95.3684	0.008	0.389	0.000	0.035	0.000	0.398	1.000	✓
	95.3684 - 93.4737	0.008	0.410	0.000	0.034	0.000	0.419	1.000	✓
	93.4737 - 91.5789	0.008	0.429	0.000	0.033	0.000	0.438	1.000	✓
	91.5789 - 89.6842	0.008	0.446	0.000	0.033	0.000	0.455	1.000	✓
	89.6842 - 87.7895	0.008	0.461	0.000	0.032	0.000	0.470	1.000	✓
	87.7895 - 85.8947	0.008	0.474	0.000	0.032	0.000	0.483	1.000	✓
	85.8947 - 84	0.008	0.486	0.000	0.031	0.000	0.495	1.000	✓

tnxTower Allpro Consulting Group Inc. 9221 Lyndson B. Jhonson Fwy Suite#204 Dallas.T.X.75243 Phone: 972-231-8893 FAX: 886-364-8375	Job	24-2694	Page 14 of 16
	Project	TI-OPP-18058_P-007939	Date 21:05:50 07/25/24
	Client	Tillman Infrastructure	Designed by AJain

Section No.	Elevation ft	Ratio P_u	Ratio M_{ux}	Ratio M_{uy}	Ratio V_u	Ratio T_u	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
	84 - 81	0.004	0.241	0.000	0.015	0.000	0.245	1.000	✓
L2	84 - 81	0.004	0.234	0.000	0.014	0.000	0.238	1.000	✓
	81 - 79.1111	0.007	0.456	0.000	0.026	0.000	0.464	1.000	✓
	79.1111 - 77.2222	0.007	0.463	0.000	0.026	0.000	0.470	1.000	✓
	77.2222 - 75.3333	0.007	0.469	0.000	0.025	0.000	0.476	1.000	✓
	75.3333 - 73.4444	0.011	0.488	0.000	0.043	0.000	0.501	1.000	✓
	73.4444 - 71.5556	0.011	0.509	0.000	0.043	0.000	0.522	1.000	✓
	71.5556 - 69.6667	0.011	0.529	0.000	0.042	0.000	0.541	1.000	✓
	69.6667 - 67.7778	0.011	0.546	0.000	0.041	0.000	0.559	1.000	✓
	67.7778 - 65.8889	0.011	0.562	0.000	0.041	0.000	0.574	1.000	✓
	65.8889 - 64	0.011	0.576	0.000	0.040	0.000	0.589	1.000	✓
	64 - 62.1111	0.011	0.589	0.000	0.039	0.000	0.602	1.000	✓
	62.1111 - 60.2222	0.011	0.601	0.000	0.039	0.000	0.613	1.000	✓
	60.2222 - 58.3333	0.011	0.612	0.000	0.038	0.000	0.624	1.000	✓
	58.3333 - 56.4444	0.011	0.622	0.000	0.038	0.000	0.634	1.000	✓
	56.4444 - 54.5556	0.011	0.630	0.000	0.037	0.000	0.643	1.000	✓
	54.5556 - 52.6667	0.011	0.638	0.000	0.037	0.000	0.650	1.000	✓
	52.6667 - 50.7778	0.011	0.645	0.000	0.036	0.000	0.658	1.000	✓
	50.7778 - 48.8889	0.011	0.652	0.000	0.036	0.000	0.664	1.000	✓
	48.8889 - 47	0.011	0.658	0.000	0.035	0.000	0.670	1.000	✓
	47 - 43.5	0.006	0.346	0.000	0.018	0.000	0.352	1.000	✓
L3	47 - 43.5	0.006	0.337	0.000	0.017	0.000	0.343	1.000	✓
	43.5 - 41.2632	0.011	0.707	0.000	0.035	0.000	0.719	1.000	✓
	41.2632 - 39.0263	0.011	0.711	0.000	0.035	0.000	0.723	1.000	✓
	39.0263 - 36.7895	0.011	0.714	0.000	0.034	0.000	0.726	1.000	✓
	36.7895 - 34.5526	0.011	0.717	0.000	0.034	0.000	0.729	1.000	✓

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	Project	TI-OPP-18058_P-007939	Date	21:05:50 07/25/24
	Client	Tillman Infrastructure	Designed by	AJain

Section No.	Elevation ft	Ratio P_u	Ratio M_{ux}	Ratio M_{uy}	Ratio V_u	Ratio T_u	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
	34.5526 - 32.3158	0.011	0.719	0.000	0.033	0.000	0.731	1.000	✓
	32.3158 - 30.0789	0.011	0.720	0.000	0.033	0.000	0.733	1.000	✓
	30.0789 - 27.8421	0.011	0.722	0.000	0.032	0.000	0.734	1.000	✓
	27.8421 - 25.6053	0.011	0.722	0.000	0.032	0.000	0.735	1.000	✓
	25.6053 - 23.3684	0.011	0.723	0.000	0.031	0.000	0.735	1.000	✓
	23.3684 - 21.1316	0.011	0.723	0.000	0.031	0.000	0.735	1.000	✓
	21.1316 - 18.8947	0.012	0.723	0.000	0.031	0.000	0.735	1.000	✓
	18.8947 - 16.6579	0.012	0.723	0.000	0.030	0.000	0.735	1.000	✓
	16.6579 - 14.4211	0.012	0.724	0.000	0.030	0.000	0.736	1.000	✓
	14.4211 - 12.1842	0.012	0.726	0.000	0.029	0.000	0.738	1.000	✓
	12.1842 - 9.94737	0.012	0.727	0.000	0.029	0.000	0.740	1.000	✓
	9.94737 - 7.71053	0.012	0.729	0.000	0.029	0.000	0.741	1.000	✓
	7.71053 - 5.47368	0.012	0.730	0.000	0.028	0.000	0.742	1.000	✓
	5.47368 - 3.23684	0.012	0.731	0.000	0.028	0.000	0.743	1.000	✓
	3.23684 - 1	0.012	0.732	0.000	0.028	0.000	0.744	1.000	✓

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
L1	120 - 81	Pole	TP21.55x12x0.3125	1	-9.12	1189.67	49.5	Pass
L2	81 - 43.5	Pole	TP30.1077x20.1904x0.375	2	-21.72	2010.60	67.0	Pass
L3	43.5 - 1	Pole	TP39.77x28.5006x0.375	3	-32.11	2743.06	74.4	Pass
							Summary	
							Pole (L3)	Pass
							RATING =	Pass

Seismic Load Analysis Output

Project Data

ACGI#	24-2694
Site Name/ID	TI-OPP-18058 P-007939
TIA Code	TIA-222-H
Type of Tower	MP
Risk Category	II

Output Result

Total Weight W	26.430	k
Fundamental Period (T)	3.975	s
Total Seismic Shear	0.244	k

Seismic Design Data

SDS	0.07
SD1	0.055
S1	0.035
TL(sec)	12

L1	120.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.122	0.115
L2	81.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.149	0.095
L3	43.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.099	0.034

MATHCAD CALCULATION PRINTOUT

Monopole Circular Baseplate & Anchor Bolts Calculations

Site Data	
ACGI #	24-2694
Site Name / ID	TI-OPP-18058
TIA Code	TIA-222-H

Reactions		
Mu	2010	ft-Kips
Axial, Pu	32	Kips
Shear, Vu	23	Kips
ETA Factor, η	0.5	

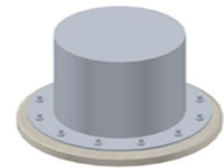
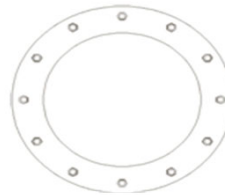
Anchor Rod Data		
Qty.	16	
Diameter	1.5	in
Yield Strength, Fy	105	ksi
Ultimate Strength, Fu	125	ksi
Bolt Circle	44.5	in
Anchor Rod Projection, lar	1	in

Base Plate Data		
Diameter	48.25	in
Thickness	2	in
Yield Strength, Fy	50	ksi
Ultimate Strength, Fu	65	ksi

Pole Data at Base		
Diameter	39.77	in
Thickness	0.375	in
Number of sides	18	"0" For round
Yield Strength, Fy	65	Ksi
Ultimate Strength, Fu	80	Ksi

Stiffener Data	
Configuration	0

Modification of Anchor bolts	No
------------------------------	----



OUTPUT

Base Plate Results		
Base Plate Stress	24.84	Ksi
Allowable Plate Stress	45.00	Ksi
Base Plate Stress Ratio	55.20%	PASS
Annex Q (Informative):	79.09%	PASS

Anchor Rod Results		
Anchor Rod Stress Ratio	102.03%	Acceptal

Proposed 120ft Monopole with Existing Pier Foundation Check

Customer Name: Tillman Corp
Customer Site Number: TI-OPP-18058
Customer Site Name: Taylor Co TX

Carrier Name: Verizon

Site Location: Abilene, TX

ACGI #24-2694

Allpro Consulting Group, Inc.
9221 Lyndon B. Johnson Freeway, Suite 204
Dallas, TX 75243
Tel: 972-231-8893, Fax: 866-364-8375

APPLICABLE CODES

- **ASCE7-16/TIA-222-H/IBC2021 - ACI 318-14 CODE**

INPUT DATA**-Foundation Reactions-(factored)**

(As per tnxTower Reaction)

Down Load: $P_{\text{down}} := 32 \cdot \text{kips}$

Uplift Load: $P_{\text{up}} := 0 \cdot \text{kips}$

Shear Load: $V := 23 \cdot \text{kips}$

Moment: $M := 2010 \cdot \text{ft} \cdot \text{kips}$

-Pier Dimensions-

(Note: Foundation design by Sabre Job #21-5397-TJH dated 4/1/2021)

Diameter: $D_{\text{pier}} := 6 \text{ ft}$

Extension above grade: $E_{\text{pier}} := 0.5 \cdot \text{ft}$

Concrete density See below

Concrete strength $F_c := 4500 \cdot \text{psi}$

Rebar F_y $F_y := 60 \cdot \text{ksi}$

-Reinforcement Data-

Typical concrete cover $cc := 3 \cdot \text{in}$ No. of vertical rebars $NRB_{\text{use}} := 18$

Vertical rebar size $d_{\text{bar}} := 10$ Tiebar size $d_{\text{tie}} := 5$

ACI Strength reduction factors

$\phi_{\text{comp}} := 0.65$ (ACI 9.3.2.2)

$\phi_{\text{tens}} := 0.9$ (ACI 9.3.2.2a)

$\phi_{\text{shear}} := 0.75$ (ACI 9.3.2.3)

-Factor of Safety for soil strength-

$\phi_{s_bear} := 0.75$ as per TIA-222-H code for bearing, 9.7 - for MP/SST

$\phi_{s_friction} := 0.75$ as per TIA-222-H code for skin friction resistance, 9.7

$\phi_{s_lateral} := 0.75$ as per TIA-222-H code for lateral resistance, 9.7

$\phi_{s_uplift} := 0.75$ as per TIA-222-H code for lateral resistance, 9.7

-Soil Properties-

(Note: As per geotech report by Terradyne Project #D211034 dated 3/19/2021)

Number of soil layers $NSL := 4$ $i_{\text{neg}} := 1$ $j := 1 \dots NSL$

Neglected soil height $L_{\text{ngl}} := 5.0 \cdot \text{ft}$ $\geq 1.0 \times \text{Pier Diam.}$ $k := 1 \dots NSL$

$\alpha := 0.4$ Estimated cohesion $i := 1 \dots NSL$

Ground Water @ 10ft depth below ground level

Height	PHI	Cu	Soil Dens	Conc Dens	Ult Skin friction	
$H_j :=$	$\phi_j :=$	$Cu_j :=$	$\gamma_{s_j} :=$	$\gamma_{c_j} :=$	$SKU_{\text{dn}_j} :=$	$SKU_{\text{up}_j} :=$
6.ft	0.deg	0.ksf	105.pcf	150.pcf	0.ksf	0.ksf
4.ft	30.deg	0.ksf	105.pcf	150.pcf	0.ksf	0.ksf
3.5.ft	30.deg	0.ksf	42.6.pcf	87.6.pcf	1.ksf	1.ksf
10.5.ft	0.deg	1.5.ksf	27.6.pcf	87.6.pcf	0.6.ksf	0.6.ksf

$$L_{\text{pier}} := \sum_{j=1}^{\text{NSL}} H_j \quad L_{\text{pier}} = 24 \text{ ft}$$

Soil Bearing Safety factor: $SF := 2$ (As per GEO report)

Allowable bearing capacity: $BC_{\text{all}} := 4.95 \text{ksf}$ (As per GEO report)

End Ultimate bearing capacity: $BC_{\text{ult}} := BC_{\text{all}} \cdot SF = 9.9 \cdot \text{ksf}$

CALCULATIONS

-Pier calculation-

Aspect ratio $A_r := \frac{(L_{\text{pier}} + E_{\text{pier}})}{D_{\text{pier}}} = 4.08$

Pier area $A_{\text{pier}} := \pi \cdot \frac{D_{\text{pier}}^2}{4} \quad A_{\text{pier}} = 28.27 \text{ ft}^2$

Pier perimeter $PM_{\text{pier}} := \pi \cdot D_{\text{pier}} \quad PM_{\text{pier}} = 18.85 \text{ ft}$

Pier volume $V_{\text{pier}} := A_{\text{pier}} \cdot (L_{\text{pier}} + E_{\text{pier}}) \quad V_{\text{pier}} = 25.66 \cdot \text{cy}$

Weighted average unit weight of concrete

$$\gamma_{\text{cave}} := \frac{\sum_{n=1}^{\text{NSL}} (\gamma_{c_n} \cdot H_n)}{\sum_{n=1}^{\text{NSL}} H_n} \quad \gamma_{\text{cave}} = 113.6 \cdot \text{pcf}$$

$$\gamma_{\text{net}} := \frac{\sum_{n=1}^{\text{NSL}} [(\gamma_{c_n} - \gamma_{s_n}) \cdot H_n]}{\sum_{n=1}^{\text{NSL}} H_n} \quad \gamma_{\text{net}} = 51.56 \cdot \text{pcf}$$

Pier concrete weight $W_{\text{pier}} := V_{\text{pier}} \cdot \gamma_{\text{cave}} \quad W_{\text{pier}} = 78.69 \cdot \text{kips}$

Pier net weight $W_{\text{pier_net}} := V_{\text{pier}} \cdot \gamma_{\text{net}} \quad W_{\text{pier_net}} = 35.72 \cdot \text{kips}$

-Download capacity-

$$SKFN_k := SKU_{dn_k} \cdot PM_{pier} \cdot H_k \quad P_k := \text{if}[k = NSL, [A_{pier} \cdot (BC_{ult})], 0 \cdot \text{kips}] \quad SKUFN_k := SKU_{up_k} \cdot PM_{pier} \cdot H_k$$

$$SKFN_k =$$

0
0
65973.45
118752.2

·lb

$$P_k =$$

0
0
0
279915.91

·lb

$$P_{dcap} := \sum_k P_k \cdot \phi_{s_Bear} + \sum_k SKFN_k \cdot \phi_{s_friction}$$

$$P_{dwn_total} := P_{dwn} + 1.2 W_{pier_net}$$

$$P_{dcap} = 348.48 \cdot \text{kips} > P_{dwn_total} = 74.86 \cdot \text{kips}$$

OK!

$$\frac{P_{dwn_total}}{P_{dcap}} = 21.48\%$$

-Uplift capacity-

$$SKFUN_k := \pi \cdot D_{pier} \cdot H_k \cdot SKU_{up_k}$$

$$\text{Negative skin friction:} \quad N_{sf} := 500 \text{psf} \quad (\text{per soil report})$$

$$P_{upsoil} := N_{sf} \cdot \pi \cdot D_{pier} \cdot (H_1) \quad P_{upsoil} = 56.55 \cdot \text{kips}$$

$$P_{upmax} := \max(P_{up}, 1.2 \cdot P_{upsoil}) \quad P_{upmax} = 67.86 \cdot \text{kips} \quad \text{Maximum uplift load}$$

$$SKFUN_k =$$

0
0
65973.45
118752.2

lb

$$P_{ucap} := \sum_k SKFUN_k \cdot \phi_{s_friction} + 0.9 W_{pier}$$

$$P_{ucap} = 209.37 \cdot \text{kips} > P_{upmax} = 67.86 \cdot \text{kips} \quad \text{OK!}$$

$$\frac{P_{upmax}}{P_{ucap}} = 32.41\%$$

$$\alpha = 0.4 \quad - \quad (\text{average value for soils } 0.4)$$

$$\sigma_{v_0} := 0.0 \cdot \text{ksf}$$

$$TL_0 := 0 \cdot \text{ft}$$

$$\sigma_{v_i} := \sigma_{v_{i-1}} + 1.0 \cdot \gamma_{s_i} \cdot H_i$$

-Required Pier Length Based on Brohm's method-

Weighted average cohesion

$$C_u := \frac{\sum_{j=1}^{NSL} (C_{uj} \cdot H_j)}{\sum_{j=1}^{NSL} H_j - L_{ngl}} \quad C_u = 0.83 \cdot \text{ksf}$$

$$PP_i := \text{if} \left[i > i_{neg}, \left(2 \cdot C_{ui} \cdot \sqrt{\tan \left(45 \cdot \text{deg} + \frac{\phi_i}{2} \right)^2} + \sigma_{vi} \cdot \tan \left(45 \cdot \text{deg} + \frac{\phi_i}{2} \right) \right) \cdot \phi_{s_lateral}, 0 \cdot \text{kips} \right]$$

PP_j =

0
2362.5
2697.97
3366.67

·psf

PP_j =

0
2362.5
2697.97
3366.67

·psf

$$PP := \frac{\left[\sum_j \left[(PP_j + PP_{j-1}) \cdot \frac{H_j}{2} \right] \right]^2}{\sum_j (H_j) - L_{ngl}}$$

$$PP = 4.78 \cdot \text{ksf}$$

Passive pressure

$$PP_{allw} := \frac{PP}{L_{pier} - L_{ngl}}$$

$$PP_{allw} = 0.25 \cdot \text{kcf}$$

Depth to the point of zero shear

$$f := \text{if} \left[\sum_{j=1}^{NSL} \phi_j > 0 \text{deg}, 0.816 \cdot \left(\frac{S}{D_{pier} \cdot PP_{allw}} \right)^{\frac{1}{2}}, \frac{S}{9 \cdot C_u \cdot D_{pier}} \right]$$

$$f = 3.18 \text{ ft}$$

g ultimate for moment calculation

$$g_u := \text{if} \left[\sum_{j=1}^{NSL} \phi_j > 0 \text{deg}, 0, \sqrt{\frac{S \cdot [(E_{pier} + L_{ngl}) + .5 \cdot f] + M}{2.25 \cdot C_u \cdot D_{pier}}} \right]$$

$$g_u = 0 \text{ ft}$$

g allowable with $\phi_{s_lateral} = 0.75$

$$g_a := \text{if} \left[\sum_{j=1}^{NSL} \phi_j > 0 \text{deg}, 0, \sqrt{\frac{S \cdot [(E_{pier} + L_{ngl}) + .5 \cdot f] + M}{2.25 \cdot (C_u \cdot \phi_{s_lateral}) \cdot D_{pier}}} \right]$$

$$g_a = 0 \text{ ft}$$

-Required pier length-

$$L_1 := 5 \cdot \text{ft}$$

$$A := \text{root} \left[S \cdot (E_{\text{pier}} + L_{\text{ngl}} + L_1) + M - \left[D_{\text{pier}} \cdot PP_{\text{allw}} \cdot L_1^3 \cdot (.5) \right], L_1 \right] \quad A = 14.86 \text{ ft}$$

$$L_{\text{req}} := \text{if} \left[\sum_{j=1}^{\text{NSL}} \phi_j > 0 \text{ deg}, A + L_{\text{ngl}}, (f + L_{\text{ngl}}) + g_a \right]$$

$$L_{\text{req}} = 19.86 \text{ ft} < L_{\text{pier}} = 24 \text{ ft}$$

OK!

$$\frac{L_{\text{req}}}{L_{\text{pier}}} = 82.76\%$$

OK!

Max. bending moment,

$$M_{\text{max}} := \text{if} \left[\sum_{j=1}^{\text{NSL}} \phi_j > 0 \text{ deg}, S \cdot (E_{\text{pier}} + L_{\text{ngl}} + f) - S \cdot \frac{f}{3} + M, 2.25 \cdot C_u \cdot D_{\text{pier}} \cdot g_u^2 \right] = 302133.36$$

Location @ $f + L_{\text{ngl}} = 8.18 \text{ ft}$ below ground levelREINFORCEMENT CALCULATIONS

Effective pier diameter

$$D_{\text{eff}} := D_{\text{pier}} - cc \cdot 2$$

$$D_{\text{eff}} = 5.5 \text{ ft}$$

-Minimum required area of steel per ACI-

$$\text{Area}_{\text{stlmin}} := 0.005 \cdot \frac{\pi}{4} \cdot D_{\text{pier}}^2 \quad - (\text{ACI } 10.8.4) \quad \& \quad (\text{ACI } 10.9.1) \quad (\text{TIA-222-H } 9.4.1)$$

$$\text{Area}_{\text{stlmin}} = 20.36 \cdot \text{in}^2$$

-Rebar details-

Selected rebar size

$$d_{\text{bar}} = 10$$

-Rebar details-

$$\text{No} := (0 \ 1 \ 2 \ 3 \ 4 \ 5 \ 6 \ 7 \ 8 \ 9 \ 10 \ 11 \ 12 \ 13 \ 14 \ 15 \ 16 \ 17 \ 18)^T$$

$$d_b := (0 \ 0 \ 0 \ 0.375 \ 0.5 \ 0.625 \ 0.75 \ 0.875 \ 1.00 \ 1.125 \ 1.25 \ 1.41 \ 0 \ 0 \ 1.693 \ 0 \ 0)$$

$$A_b := (0 \ 0 \ 0 \ 0.11 \ 0.20 \ 0.31 \ 0.44 \ 0.60 \ 0.79 \ 1.00 \ 1.27 \ 1.56 \ 0 \ 0 \ 2.25 \ 0 \ 0 \ 0 \ 4)$$

$$B := d_{\text{bar}} \quad d_b = 1.25 \cdot \text{in} \quad \text{Bar area} = \quad \text{Area}_{\text{abar}} := A_{b_B} \quad \text{Area}_{\text{abar}} = 1.27 \cdot \text{in}^2$$

-Number of vertical rebars required-

$$NRB := \text{ceil}\left(\frac{Area_{stlmin}}{Area_{abar}}\right) \quad NRB = 17 \quad Area_{stluse} := Area_{abar} \cdot NRB \quad Area_{stluse} = 21.59 \cdot \text{in}^2$$

Number rebars provided as per drawings

$$NRB_{use} = 18$$

$$\frac{P_{dwn}}{\phi_{tens}} = 35.56 \cdot \text{kips}$$

$$Mn := 43365.729 \cdot \text{in} \cdot \text{kips}$$

$$0.9 \cdot Mn = 3252.43 \cdot \text{kips} \cdot \text{ft} > M_{max} = 2185.33 \cdot \text{kips} \cdot \text{ft}$$

$$\text{Vertical bar spacing} \quad S_{bar} := D_{eff} \cdot \frac{\pi}{NRB} - d_{b_B} \quad S_{bar} = 10.95 \cdot \text{in}$$

$$Area_{use} := Area_{abar} \cdot NRB \quad Area_{use} = 21.59 \cdot \text{in}^2$$

-Check pier in compression-

$$P_{comp} := 0.80 \cdot \phi_{comp} \cdot [0.85 \cdot F_c \cdot (A_{pier} - Area_{use}) + F_y \cdot Area_{use}] \quad (\text{ACI } 10.3.6.2 - (10-2))$$

$$P_{comp} = 8728.89 \cdot \text{kips} > P_{dwn} = 32 \cdot \text{kips}$$

OK!

$$\frac{P_{dwn}}{P_{comp}} = 0.37\%$$

SUMMARY**-Pier Dimensions-**

Depth of pier	$L_{\text{pier}} = 24 \text{ ft}$	Concrete strength	$F_c = 4500 \cdot \text{psi}$
Extension above grade	$E_{\text{pier}} = 0.5 \text{ ft}$	Rebar F_y	$F_y = 60 \cdot \text{ksi}$
Total length of pier	$L_{\text{tot}} := L_{\text{pier}} + E_{\text{pier}}$	$L_{\text{tot}} = 24.5 \text{ ft}$	
Diameter	$D_{\text{pier}} = 6 \text{ ft}$		
Volume of pier concrete	$V_{\text{pier}} = 25.66 \cdot \text{cy}$		
Weight of pier concrete	$W_{\text{pier}} = 78.69 \cdot \text{kips}$		

Calculations summary**-Download capacity-**

$$P_{\text{dcap}} = 348.48 \cdot \text{kips} > P_{\text{dwn_total}} = 74.86 \cdot \text{kips} \quad \text{OK!} \quad \frac{P_{\text{dwn_total}}}{P_{\text{dcap}}} = 21.48 \cdot \%$$

-Uplift capacity-

$$P_{\text{ucap}} = 209.37 \cdot \text{kips} > P_{\text{upmax}} = 67.86 \cdot \text{kips} \quad \text{OK!} \quad \frac{P_{\text{upmax}}}{P_{\text{ucap}}} = 32.41 \cdot \%$$

-Required Pier Length Based on Brohm's method-

$$L_{\text{req}} = 19.86 \text{ ft} < L_{\text{pier}} = 24 \text{ ft} \quad \text{OK!} \quad \frac{L_{\text{req}}}{L_{\text{pier}}} = 82.76 \cdot \%$$

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LFile for Windows, Version 2022-12.007

Analysis of Individual Piles and Drilled Shafts
Subjected to Lateral Loading Using the p-y Method
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Files Used for Analysis

Path to file locations:

\Structural\24-2694 TI-OPP-18058_P-007939_Taylor Co. TX__VZW_Tower Modification
Design_06-24-2024\L-Pile\

Name of input data file:

TI-OPP-18058- Pier foundation.lp12d

Name of output report file:

TI-OPP-18058- Pier foundation.lp12o

Name of plot output file:

TI-OPP-18058- Pier foundation.lp12p

Name of runtime message file:

TI-OPP-18058- Pier foundation.lp12r

Date and Time of Analysis

Date: July 23, 2024

Time: 21:34:41

 Problem Title

24-2694
 Job Number: TI-OPP-18058
 Client: Tillman
 Engineer: Ankit Jain
 Description: Pier

 Program Options and Settings

Computational Options:
 - Compute nonlinear bending properties of pile only
 Engineering Units Used for Data Input and Computations:
 - US Customary System Units (pounds, feet, inches)

Output Options:
 - Output files use decimal points to denote decimal symbols.
 - Print using wide report formats

 File Structural Properties and Geometry

Number of pile sections defined	=	1
Total length of pile	=	24.000 ft
Depth of ground surface below top of pile	=	0.0000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	72.0000
2	24.000	72.0000

Input Structural Properties for Pile Sections:

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile

Length of section = 24.000000 ft
 Shaft Diameter = 72.000000 in

 Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from input values

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section = 24.000000 ft
 Shaft Diameter = 72.000000 in
 Concrete Cover Thickness (to edge of trans. reinf.) = 3.000000 in
 Number of Reinforcing Bars = 18 bars
 Yield Stress of Reinforcing Bars = 60000. psi
 Modulus of Elasticity of Reinforcing Bars = 29000000. psi
 Gross Area of Shaft = 4072. sq. in.
 Total Area of Reinforcing Steel = 22.860000 sq. in.
 Area Ratio of Steel Reinforcement = 0.56 percent
 Edge-to-Edge Bar Spacing = 9.753186 in
 Maximum Concrete Aggregate Size = 0.750000 in
 Ratio of Bar Spacing to Aggregate Size = 13.00
 Offset of Center of Rebar Cage from Center of Pile = 0.0000 in
 Transverse Reinforcement
 Type: Hoop
 Number of Transverse Reinf. (per spacing) = 25
 Spacing of Transverse Reinf. = 12.000000 in
 Yield Stress of Transverse Reinf. = 60000. psi
 Diameter of Transverse Reinf. = 0.625000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = $0.85 F_c A_c + F_y A_s$ = 16857.664 kips
 Tensile Load for Cracking of Concrete = -1859.041 kips
 Nominal Axial Tensile Capacity = -1371.600 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
-----	-----	-----	-----	-----
1	1.270000	1.270000	31.740000	0.00000
2	1.270000	1.270000	29.825844	10.855719
3	1.270000	1.270000	24.314251	20.402079

4	1.270000	1.270000	15.870000	27.487646
5	1.270000	1.270000	5.511593	31.257798
6	1.270000	1.270000	-5.51159	31.257798
7	1.270000	1.270000	-15.87000	27.487646
8	1.270000	1.270000	-24.31425	20.402079
9	1.270000	1.270000	-29.82584	10.855719
10	1.270000	1.270000	-31.74000	0.00000
11	1.270000	1.270000	-29.82584	-10.85572
12	1.270000	1.270000	-24.31425	-20.40208
13	1.270000	1.270000	-15.87000	-27.48765
14	1.270000	1.270000	-5.51159	-31.25780
15	1.270000	1.270000	5.511593	-31.25780
16	1.270000	1.270000	15.870000	-27.48765
17	1.270000	1.270000	24.314251	-20.40208
18	1.270000	1.270000	29.825844	-10.85572

NOTE: The positions of the above rebars were computed by LPILE

Minimum spacing between any two bars not equal to zero = 9.753 inches
between bars 14 and 15.

Ratio of bar spacing to maximum aggregate size = 13.00

Concrete Properties:

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.11529 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	=	0.750000 in

Input Axial Thrust Forces:

Number of Axial Thrust Force Values Determined from Input Data = 1

Number	Axial Thrust Force kips
-----	-----
1	35.556

Definitions of Run Messages and Notes:

C = concrete in section has cracked in tension.
Y = stress in reinforcing steel has reached yield stress.
T = ACI 318 criteria for tension-controlled section met, tensile strain in reinforcement exceeds 0.005 while simultaneously compressive strain in concrete more than 0.003. See ACI 318-14, Section 21.2.3.
Z = depth of tensile zone in concrete section is less than 10 percent of

section depth.

Bending Stiffness (EI) = Computed Bending Moment / Curvature.

Position of neutral axis is measured from edge of compression side of pile.

Compressive stresses and strains are positive in sign.

Tensile stresses and strains are negative in sign.

Axial Thrust Force = 35.556 kips

Bending Max Conc Curvature Stress rad/in. ksi	Bending Max Steel Run Moment Stress in-kip ksi	Bending Stiffness kip-in2	Depth to N Axis in	Max Comp Strain in/in	Max Tens Strain in/in
-----	-----	-----	-----	-----	-----
4.16667E-07	2584.	6201130185.	40.5348768	0.00001689	-0.00001311
0.0749868	0.4419464				
8.33333E-07	5155.	6186460461.	38.2744152	0.00003190	-0.00002810
0.1410076	0.8292650				
0.00000125	7714.	6171594849.	37.5209691	0.00004690	-0.00004310
0.2065324	1.2165851				
0.00000167	10261.	6156679955.	37.1442701	0.00006191	-0.00005809
0.2715611	1.6039064				
0.00000208	12795.	6141745327.	36.9182693	0.00007691	-0.00007309
0.3360938	1.9912288				
0.00000250	15317.	6126800819.	36.7676171	0.00009192	-0.00008808
0.4001304	2.3785522				
0.00000292	17826.	6111850664.	36.6600214	0.0001069	-0.000103
0.4636709	2.7658768				
0.00000333	17826.	5347869331.	17.1799357	0.00005727	-0.000183
0.2486778	-4.916473 C				
0.00000375	17826.	4753661627.	16.8854634	0.00006332	-0.000207
0.2744533	-5.563056 C				
0.00000417	17826.	4278295464.	16.6396913	0.00006933	-0.000231
0.2999658	-6.210871 C				
0.00000458	17826.	3889359513.	16.4392472	0.00007535	-0.000255
0.3254138	-6.858600 C				
0.00000500	17826.	3565246220.	16.2728005	0.00008136	-0.000279
0.3507973	-7.506244 C				
0.00000542	17826.	3290996511.	16.1288768	0.00008736	-0.000303
0.3760314	-8.154372 C				
0.00000583	17826.	3055925332.	16.0026824	0.00009335	-0.000327
0.4011176	-8.802980 C				
0.00000625	17826.	2852196976.	15.8938018	0.00009934	-0.000351
0.4261404	-9.451498 C				
0.00000667	17826.	2673934665.	15.7989899	0.0001053	-0.000375
0.4510995	-10.099929 C				
0.00000708	17826.	2516644391.	15.7157650	0.0001113	-0.000399
0.4759950	-10.748270 C				
0.00000750	17826.	2376830814.	15.6421972	0.0001173	-0.000423
0.5008268	-11.396522 C				
0.00000792	17826.	2251734455.	15.5767625	0.0001233	-0.000447
0.5255948	-12.044685 C				

0.00000833	17826.	2139147732.	15.5182421	0.0001293	-0.000471
0.5502988	-12.692758 C				
0.00000875	17826.	2037283555.	15.4648622	0.0001353	-0.000495
0.5749099	-13.340941 C				
0.00000917	17826.	1944679757.	15.4147830	0.0001413	-0.000519
0.5993845	-13.989537 C				
0.00000958	17826.	1860128463.	15.3693959	0.0001473	-0.000543
0.6237961	-14.638039 C				
0.00001000	17826.	1782623110.	15.3281154	0.0001533	-0.000567
0.6481445	-15.286446 C				
0.00001042	17826.	1711318186.	15.2904496	0.0001593	-0.000591
0.6724297	-15.934760 C				
0.00001083	17826.	1645498256.	15.2559823	0.0001653	-0.000615
0.6966516	-16.582979 C				
0.00001125	17826.	1584553876.	15.2243588	0.0001713	-0.000639
0.7208101	-17.231103 C				
0.00001167	17826.	1527962666.	15.1952753	0.0001773	-0.000663
0.7449052	-17.879132 C				
0.00001208	17826.	1475274298.	15.1684697	0.0001833	-0.000687
0.7689366	-18.527065 C				
0.00001250	17826.	1426098488.	15.1437151	0.0001893	-0.000711
0.7929043	-19.174903 C				
0.00001292	17826.	1380095311.	15.1208137	0.0001953	-0.000735
0.8168083	-19.822645 C				
0.00001333	17826.	1336967333.	15.0995924	0.0002013	-0.000759
0.8406484	-20.470291 C				
0.00001375	17826.	1296453171.	15.0798992	0.0002073	-0.000783
0.8644246	-21.117841 C				
0.00001417	17826.	1258322195.	15.0615999	0.0002134	-0.000807
0.8881367	-21.765293 C				
0.00001458	17826.	1222370133.	15.0445758	0.0002194	-0.000831
0.9117847	-22.412648 C				
0.00001500	17826.	1188415407.	15.0287211	0.0002254	-0.000855
0.9353685	-23.059906 C				
0.00001542	17826.	1156296071.	15.0139418	0.0002315	-0.000879
0.9588879	-23.707067 C				
0.00001583	17826.	1125867227.	15.0001535	0.0002375	-0.000902
0.9823429	-24.354129 C				
0.00001625	17826.	1096998837.	14.9872806	0.0002435	-0.000926
1.0057333	-25.001094 C				
0.00001708	17826.	1043486699.	14.9640154	0.0002556	-0.000974
1.0523204	-26.294727 C				
0.00001792	17826.	994952434.	14.9436767	0.0002677	-0.001022
1.0986481	-27.587965 C				
0.00001875	17826.	950732325.	14.9258787	0.0002799	-0.001070
1.1447159	-28.880803 C				
0.00001958	17826.	910275631.	14.9103011	0.0002920	-0.001118
1.1905229	-30.173241 C				
0.00002042	17826.	873121523.	14.8966760	0.0003041	-0.001166
1.2360683	-31.465276 C				
0.00002125	17826.	838881464.	14.8847777	0.0003163	-0.001214
1.2813514	-32.756906 C				
0.00002208	17826.	807225559.	14.8744145	0.0003285	-0.001262
1.3263713	-34.048127 C				
0.00002292	18219.	795008409.	14.8654226	0.0003407	-0.001309
1.3711272	-35.338938 C				

0.00002375	18847.	793559880.	14.8576612	0.0003529	-0.001357
1.4156183	-36.629336 C				
0.00002458	19475.	792190952.	14.8510088	0.0003651	-0.001405
1.4598437	-37.919318 C				
0.00002542	20102.	790893701.	14.8453598	0.0003773	-0.001453
1.5038028	-39.208883 C				
0.00002625	20729.	789661207.	14.8406218	0.0003896	-0.001500
1.5474945	-40.498027 C				
0.00002708	21355.	788487403.	14.8367142	0.0004018	-0.001548
1.5909181	-41.786747 C				
0.00002792	21981.	787366943.	14.8335659	0.0004141	-0.001596
1.6340727	-43.075042 C				
0.00002875	22606.	786295101.	14.8311139	0.0004264	-0.001644
1.6769575	-44.362909 C				
0.00002958	23231.	785267684.	14.8293026	0.0004387	-0.001691
1.7195716	-45.650344 C				
0.00003042	23855.	784280956.	14.8280825	0.0004510	-0.001739
1.7619141	-46.937345 C				
0.00003125	24479.	783331579.	14.8274092	0.0004634	-0.001787
1.8039841	-48.223910 C				
0.00003208	25103.	782416561.	14.8272431	0.0004757	-0.001834
1.8457808	-49.510036 C				
0.00003292	25725.	781533212.	14.8275487	0.0004881	-0.001882
1.8873032	-50.795719 C				
0.00003375	26348.	780679107.	14.8282939	0.0005005	-0.001930
1.9285504	-52.080957 C				
0.00003458	26970.	779852054.	14.8294499	0.0005129	-0.001977
1.9695216	-53.365747 C				
0.00003542	27591.	779050067.	14.8309904	0.0005253	-0.002025
2.0102157	-54.650087 C				
0.00003625	28212.	778271340.	14.8328918	0.0005377	-0.002072
2.0506320	-55.933972 C				
0.00003708	28833.	777514230.	14.8351325	0.0005501	-0.002120
2.0907693	-57.217401 C				
0.00003792	29453.	776777238.	14.8376929	0.0005626	-0.002167
2.1306268	-58.500370 C				
0.00003875	30072.	776058992.	14.8405550	0.0005751	-0.002215
2.1702035	-59.782876 C				
0.00003958	30653.	774395313.	14.8378240	0.0005873	-0.002263
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0.00004042	31117.	769896514.	14.8177503	0.0005989	-0.002311
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2.3484400	-60.000000 CY				
0.00004375	32665.	746621313.	14.6987249	0.0006431	-0.002507
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0.00004458	32954.	739156244.	14.6560426	0.0006534	-0.002557
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2.4411639	-60.000000 CY				
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0.00004708	33821.	718318601.	14.5382897	0.0006845	-0.002705
2.5019898	-60.000000 CY				
0.00004792	34109.	711846681.	14.5021749	0.0006949	-0.002755
2.5321041	-60.000000 CY				
0.00004875	34394.	705512562.	14.4668486	0.0007053	-0.002805
2.5619257	-60.000000 CY				
0.00004958	34634.	698491278.	14.4254510	0.0007153	-0.002855
2.5904650	-60.000000 CY				
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2.8969683	-60.000000 CY				
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2.9909818	-60.000000 CY				
0.00006625	37578.	567220588.	13.5641845	0.0008986	-0.003871
3.0748414	-60.000000 CY				
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3.1561349	-60.000000 CY				
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3.2342723	-60.000000 CY				
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3.3092069	-60.000000 CY				
0.00007958	38868.	488390908.	12.9693665	0.0010321	-0.004698
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3.5215205	-60.000000 CY				
0.00008958	39759.	443815953.	12.6283530	0.0011313	-0.005319
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0.00009958	40167.	403353108.	12.2494453	0.0012198	-0.005950
3.7501422	-60.000000 CY				
0.0001029	40299.	391569281.	12.1397791	0.0012494	-0.006161
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0.0001063	40430.	380517867.	12.0377541	0.0012790	-0.006371
3.8507676	-60.000000 CY				
0.0001096	40560.	370131935.	11.9426797	0.0013087	-0.006581
3.8985632	-60.000000 CY				
0.0001129	40688.	360337812.	11.8511860	0.0013382	-0.006792
3.9441688	-60.000000 CY				
0.0001163	40811.	351066269.	11.7593959	0.0013670	-0.007003
3.9869983	-60.000000 CY				
0.0001196	40934.	342305912.	11.6733910	0.0013959	-0.007214
4.0282272	-60.000000 CY				
0.0001229	41056.	334015094.	11.5927075	0.0014249	-0.007425
4.0678417	-60.000000 CY				
0.0001263	41177.	326156507.	11.5169310	0.0014540	-0.007636
4.1058279	-60.000000 CY				
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4.1421717	-60.000000 CY				

0.0001329	41418.	311605849.	11.3786487	0.0015124	-0.008058
4.1768586	-60.000000 CY				
0.0001363	41537.	304856493.	11.3155074	0.0015417	-0.008268
4.2098738	-60.000000 CY				
0.0001396	41655.	298424202.	11.2559931	0.0015711	-0.008479
4.2412024	-60.000000 CY				
0.0001429	41773.	292286717.	11.1998590	0.0016006	-0.008689
4.2708291	-60.000000 CY				
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4.3218551	-60.000000 CY				
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4.3434263	-60.000000 CY				
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0.0001629	42118.	258525937.	10.8049406	0.0017603	-0.009970
4.3994683	-60.000000 CY				
0.0001662	42158.	253583097.	10.7450653	0.0017864	-0.010184
4.4154899	-60.000000 CY				
0.0001696	42198.	248832085.	10.6879740	0.0018125	-0.010397
4.4301626	-60.000000 CY				
0.0001729	42237.	244261761.	10.6335096	0.0018387	-0.010611
4.4434745	-60.000000 CY				
0.0001762	42276.	239861840.	10.5815269	0.0018650	-0.010825
4.4554133	-60.000000 CY				
0.0001796	42314.	235622798.	10.5318918	0.0018914	-0.011039
4.4659669	-60.000000 CY				
0.0001829	42352.	231535773.	10.4844801	0.0019178	-0.011252
4.4751227	-60.000000 CY				
0.0002029	42551.	209695407.	10.2106139	0.0020719	-0.012538
4.4999962	-60.000000 CY				
0.0002229	42729.	191683717.	9.9940859	0.0022278	-0.013822
4.4997922	-60.000000 CY				
0.0002429	42892.	176571712.	9.8258628	0.0023869	-0.015103
4.4970671	-60.000000 CY				
0.0002629	43039.	163698765.	9.6891658	0.0025474	-0.016383
4.4849248	-60.000000 CY				
0.0002829	43169.	152585573.	9.5640020	0.0027058	-0.017664
4.4999311	-60.000000 CY				
0.0003029	43289.	142905653.	9.4647565	0.0028670	-0.018943
4.4851037	-60.000000 CY				
0.0003229	43381.	134341949.	9.3731045	0.0030267	-0.020223
4.4995408	-60.000000 CYT				
0.0003429	43442.	126685065.	9.2864741	0.0031845	-0.021506
4.4727104	-60.000000 CYT				
0.0003629	43463.	119761231.	9.1943881	0.0033368	-0.022793
4.4885214	-60.000000 CYT				
0.0003829	43479.	113546729.	9.1128497	0.0034895	-0.024081
4.4991448	-60.000000 CYT				
0.0004029	43489.	107936596.	9.0425386	0.0036434	-0.025367
4.4823130	-60.000000 CYT				
0.0004229	43495.	102844491.	8.9780144	0.0037970	-0.026653
4.4623549	60.0000000 CYT				

0.0004429 43495. 98200525. 9.0271581 0.0039983 -0.027892
 4.4936317 60.0000000 CYT

 Summary of Results for Nominal Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003
 or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain	Max. Tens. Strain
----	-----	-----	-----	-----
1	35.556	43365.729	0.00300000	-0.02000896

Note that the values of moment capacity in the table above are not factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.75).

The above values should be multiplied by the appropriate strength reduction factor to compute ultimate moment capacity according to ACI 318, or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding bending stiffnesses computed for common resistance factor values used for reinforced concrete sections.

Axial Stiff. Load Mom No. kip-in ²	Resist. Factor	Nominal Ax. Thrust kips	Nominal Moment Cap in-kips	Ult. (Fac) Ax. Thrust kips	Ult. (Fac) Moment Cap in-kips	Bend. at Ult
-----	-----	-----	-----	-----	-----	-----
1 778302204.	0.65	35.555560	43366.	23.111114	28188.	
1 750378335.	0.75	35.555560	43366.	26.666670	32524.	
1 480331003.	0.90	35.555560	43366.	32.000004	39029.	

The analysis ended normally.

BASE PLATE AND MONOPOLE CONNECTION CALCULATIONS

Tillman Site ID: TI-OPP-18058
Tillman Site Name: TAYLOR Co TX

**3309 N 10th Street,
Abilene, TX 79603
Taylor County**

ACGI #24-2694

By:

Allpro Consulting Group, Inc.
9221 Lyndon B. Johnson Fwy., Suite 204
Dallas, TX 75243

Check Gusset Plate Weld Connection:

Base Plate Size: 48.25"x39.77"x2" (Outer Dia x Inner Dia x Thickness)

Base Plate Thickness : $t_{\text{flange}} := 2\text{ in}$

Pole base Thickness : $t_{\text{pole}} := 0.375\text{ in}$

Use 3/16" E-70 fillet welds $a := 0.1875\text{ in}$

effective throat: $t_e := a \cdot 0.707$ $t_e = 0.13\text{ in}$

strength of weld metal for E70 electrodes

$$\phi F_w := 31.5\text{ ksi}$$

stress capacity: $f_r := t_e \cdot \phi F_w$ $f_r = 4.18 \cdot \frac{\text{kips}}{\text{in}}$

Weld length: $L_{\text{weld}} := 124.94\text{ in} = 124.94\text{ in}$

Total weld capacity $\text{Weld}_{\text{cap}} := L_{\text{weld}} \cdot f_r$ $\text{Weld}_{\text{cap}} = 521.71\text{ kips}$

Maximum shear reaction as per trn Output:

$$\text{Shear}_{\text{max}} := P_z = 32\text{ kips} < \text{Weld}_{\text{cap}} = 521.71\text{ kips} \quad \textbf{OK}$$



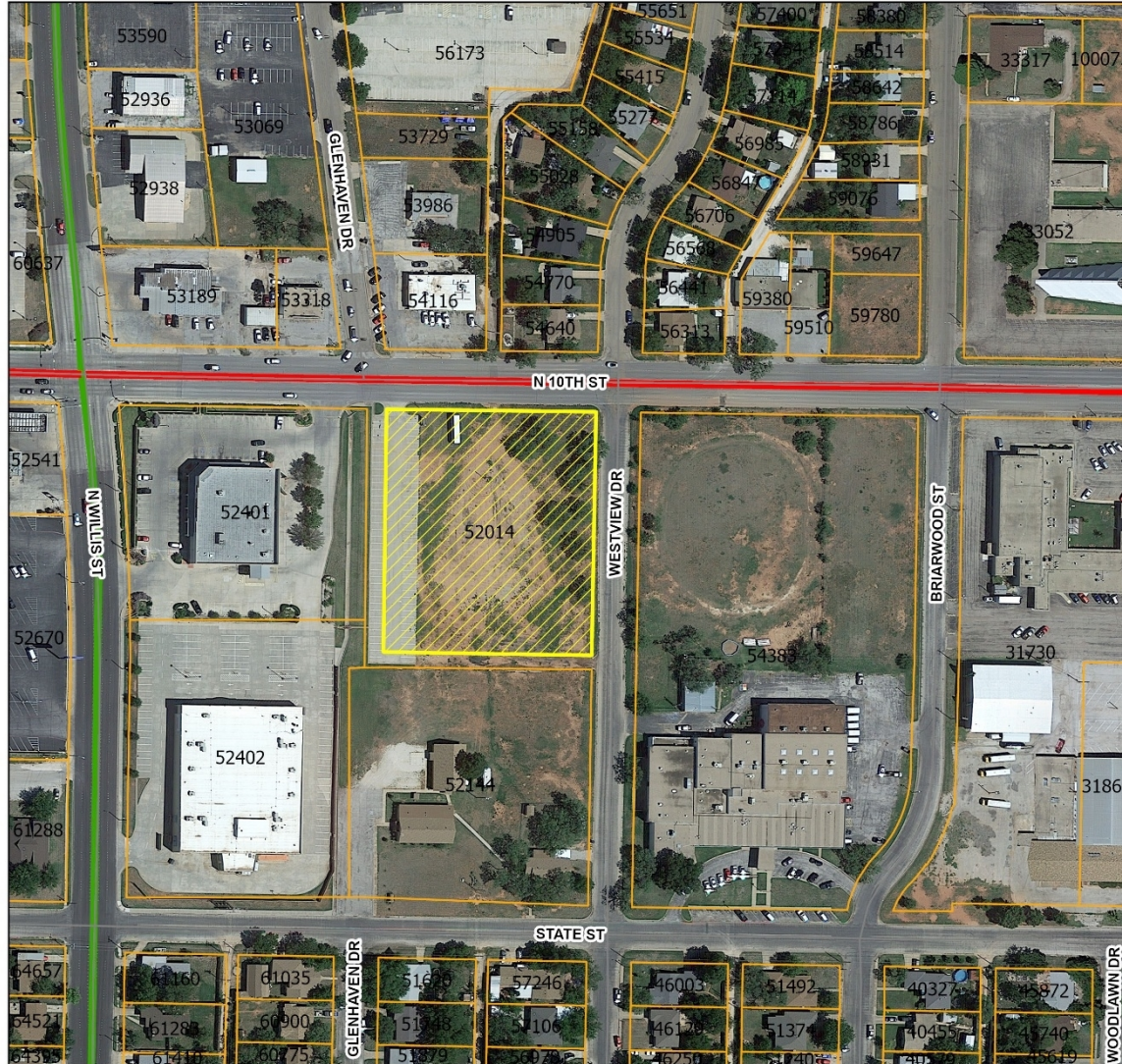
CONDITIONAL USE PERMIT

Case:	CUP-2025-07
Agent:	Victor Buenrostro
Request:	A Conditional Use Permit to replace an existing 75' tall monopole with a new 120' tall monopole within General Retail (GR) zoning.
Location:	920x Westview Drive
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	April 1, 2025
Council Hearing:	April 24, 2025 May 8, 2025





AERIAL LOCATION MAP



Legend

-  CUP-2025-07
-  Courier Parcels
-  Arterial
-  Collector

0.03

Miles



CITY OF
ABILENE
TEXAS



- CUP-2025-07
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- O (Office)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03
Miles





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:

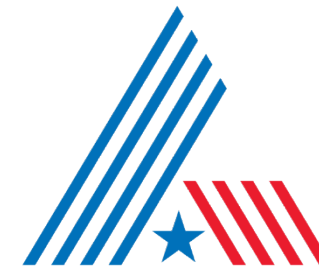
- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

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

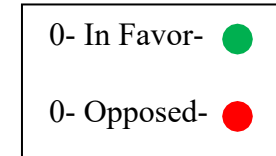


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TEXAS



PROPERTY VIEWS







FINDINGS AND RECOMMENDATION

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**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (First Reading) CUP-2025-08: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow a Tattoo Parlor in Neighborhood Retail (NR). Located at 1720 S Clack Street. (Tim Littlejohn)**

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow a tattoo parlor in Neighborhood Retail (NR) Zoning. The subject property was annexed into the City of Abilene in 1954 and has been zoned Neighborhood Retail (NR) since at least 1961 when the retail suites were built. The prior business was a hair salon at this location which has since closed.

SPECIAL CONSIDERATIONS

This property lies within the 500-year flood zone.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit, subject to the submitted Plan of Operation.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval, subject to the Plan of Operation, by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Plan of Operation for 1720 S Clack Street
3. Address location
4. 1733 Sherman Dr
5. Presentation
6. Staff Report

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 24th day of April, 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 17th day of March, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of May, 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 8th day of May, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

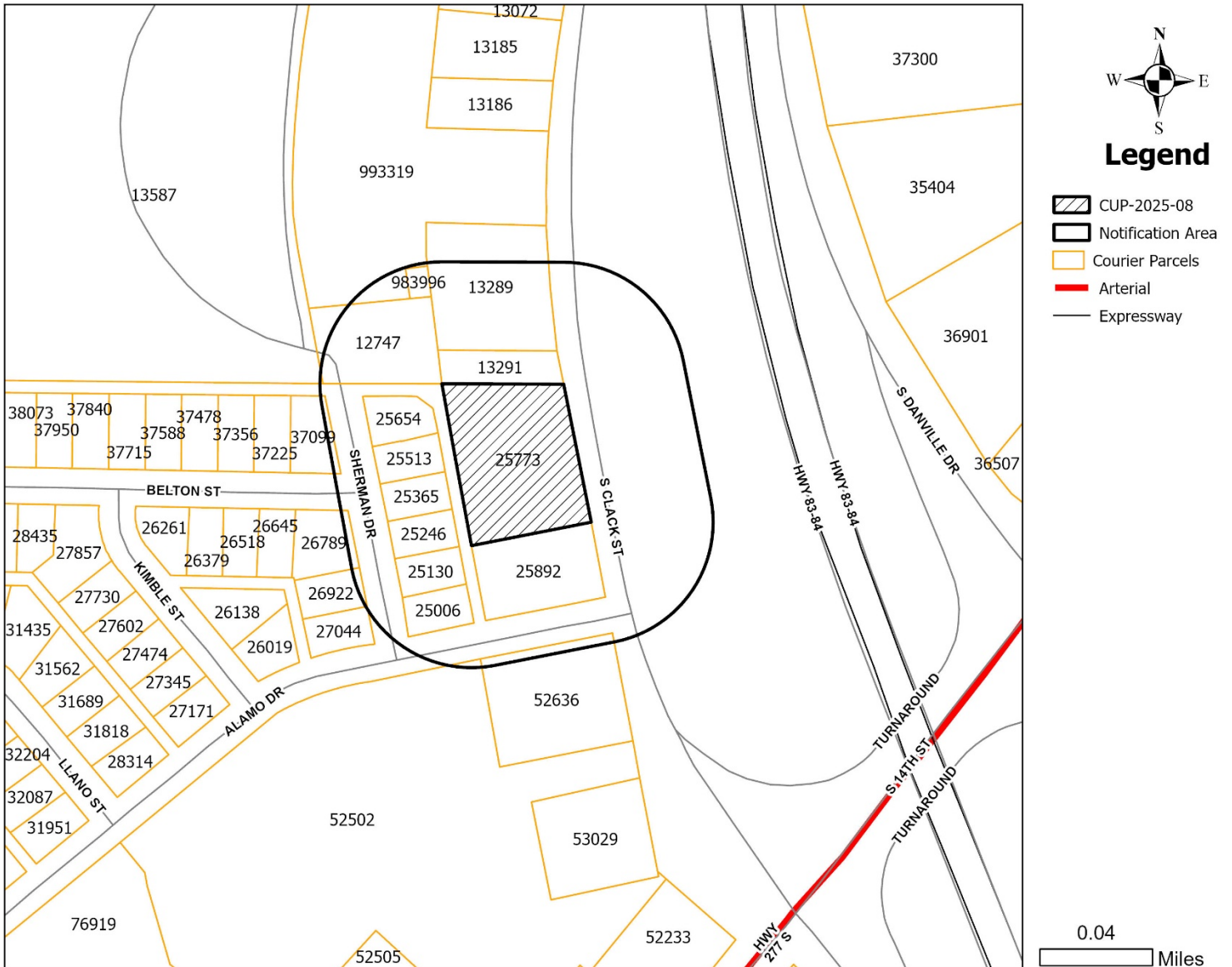
EXHIBIT A

Apply a Conditional Use Permit allow a Tattoo Parlor in Neighborhood Retail (NR) zoning subject to:

1. The Plan of Operation shown as **Exhibit B**.

Legal description being Lot 7, Block 1, Baker Heights Addn. Sec 1, Abilene, Taylor County, Texas.

Located at 1720 South Clack Street.



Legend

- CUP-2025-08
- Notification Area
- Courier Parcels
- Arterial
- Expressway

0.04

Miles

ORDINANCE NO. _____

EXHIBIT B

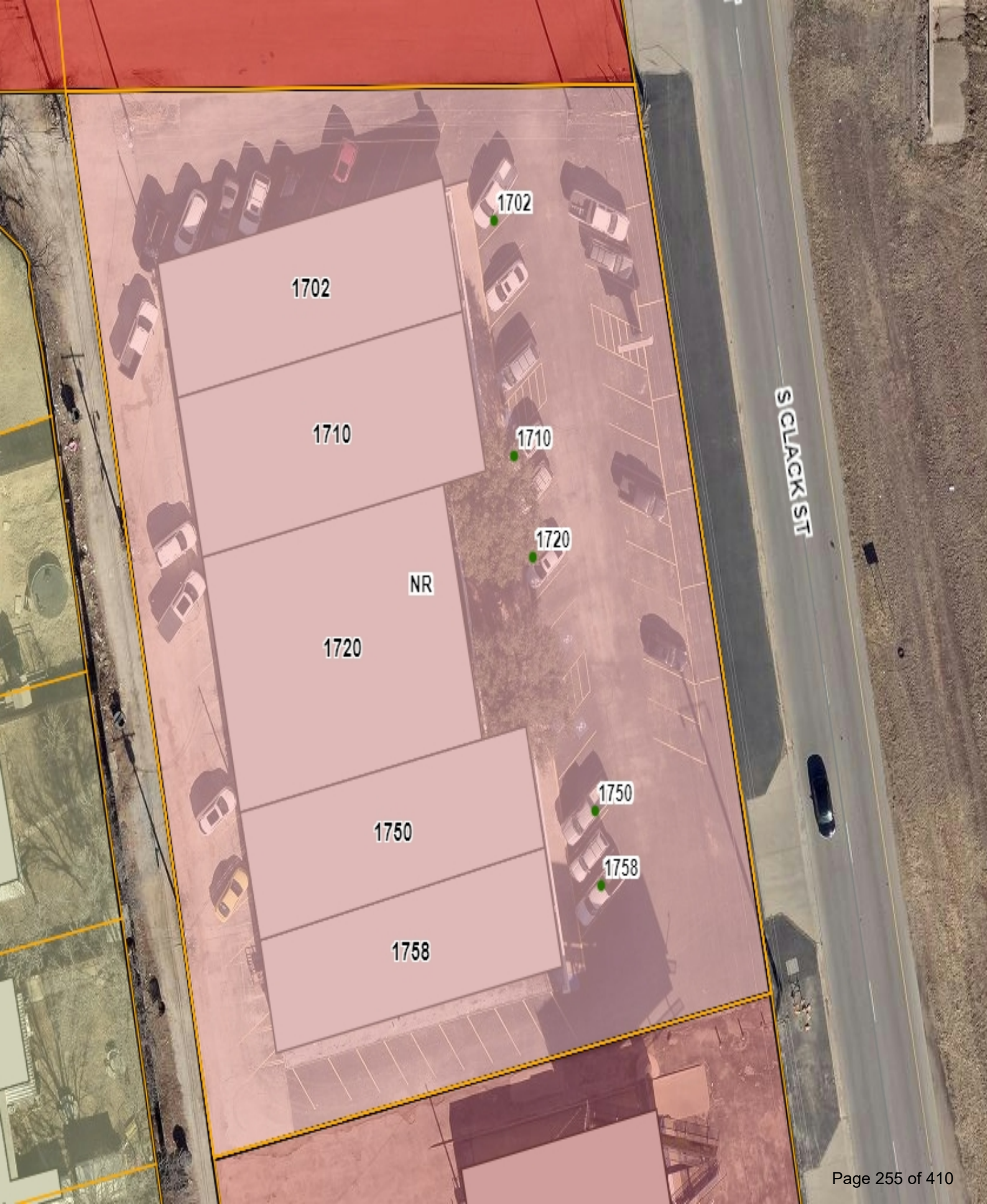
Plan of Operation for 1720 S Clack Street

- The hours of operation will be from 10am to 11pm
- The days of operation will be Monday through Sunday (all days of the week)
- This is a standard tattoo and piercing studio
- No activities will be performed outside of the building.

END

Plan of Operation for 1720 S Clack Street

- The hours of operation will be from 10am to 11pm
- The days of operation will be Monday through Sunday (all days of the week)
- This is a standard tattoo and piercing studio
- No activities will be performed outside of the building.



1702

1702

1710

1710

1720

NR

1720

1750

1750

1758

1758

S CLACK ST



CITY OF ABILENE TEXAS

CLAYTON JOHN THOMAS & SHELBY
1733 SHERMAN DR
ABILENE, TX 79605-4527

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-08

March 6, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **April 1, 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 1.14 acres zoned Neighborhood Retail (NR) to allow a tattoo parlor. Located at 1702 S Clack St. Legal description being Lot 7, Block 1, Baker Heights Addn. Sec. 1, Abilene, Taylor County, Texas. The property is currently zoned Neighborhood Retail (NR), and the request is to allow a tattoo parlor.

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 **May 8, 2025, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Kera Valois at telephone 325-676-6493 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-08

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: 25773
Requestor's Property Zoning: NR
Requestor's Proposed Zoning: NR/CUP

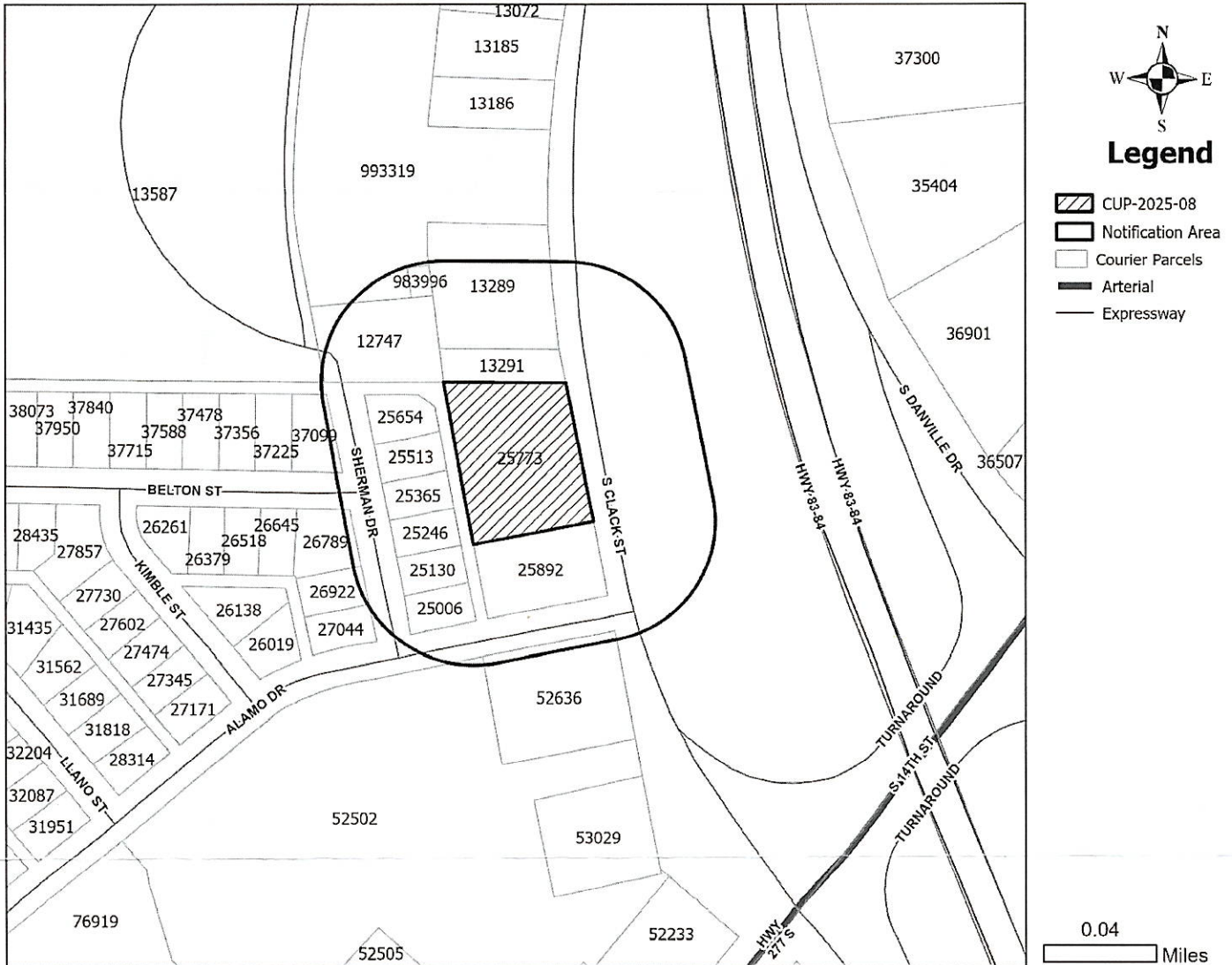
Your Name: CLAYTON JOHN THOMAS & SHELBY
Your Property Address: 1733 SHERMAN DR
Your Parcel ID: 25365

I am in favor of the request ☒
I am opposed to the request ☐

Signature:

Shelby Clayton

CUP-2025-08



Additional Comments:



CONDITIONAL USE PERMIT

Case: CUP-2025-08

Agent: Mike Diaz

Request: A Conditional Use Permit to allow a tattoo parlor in Neighborhood Retail (NR) zoning.

Location: 1720 S Clack Street

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: April 1, 2025

Council Hearing: April 24, 2025
May 8, 2025





 CUP-2025-08
 Courier Parcels
 Arterial
 Expressway

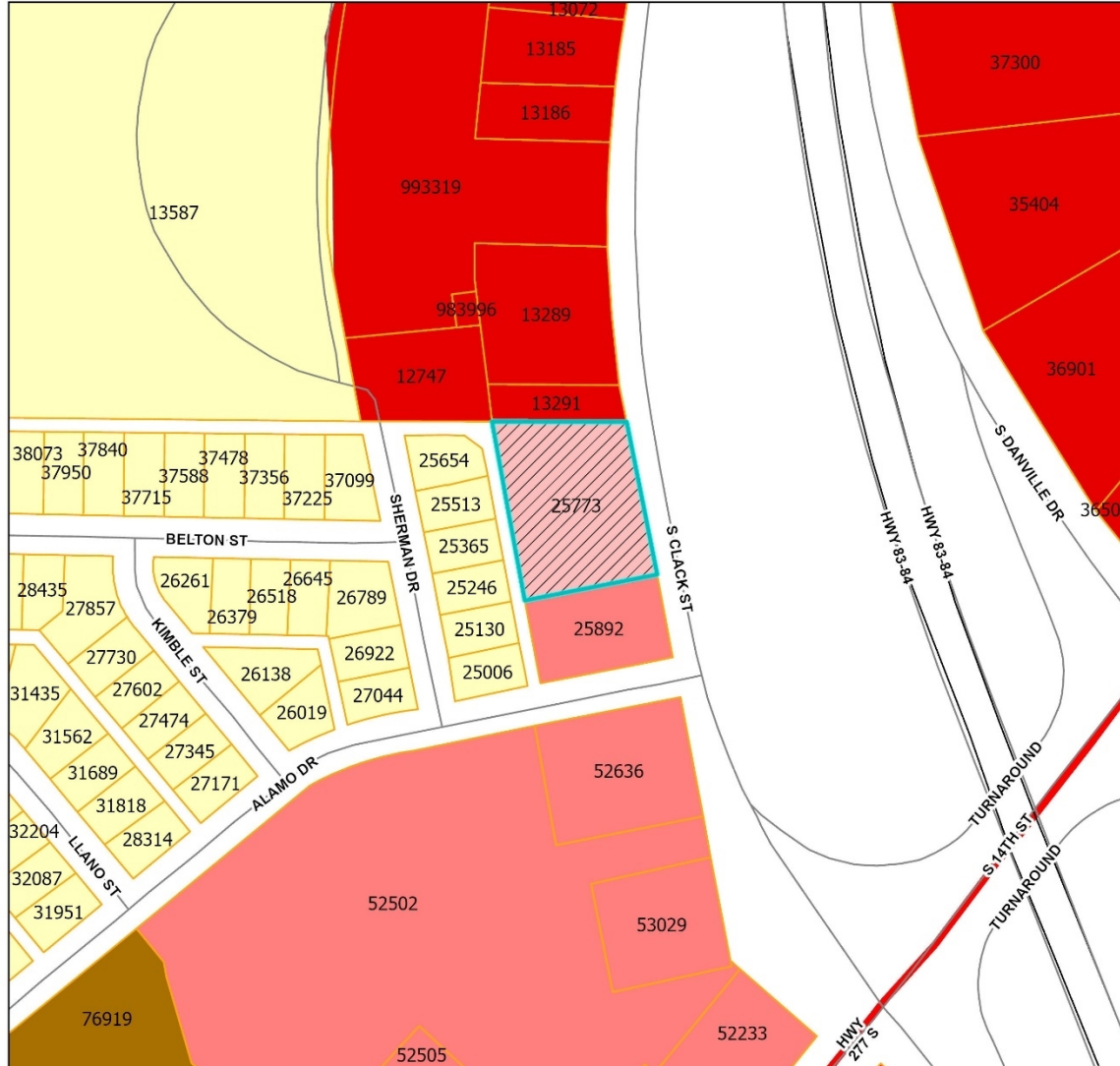
0.04

Miles





ZONING MAP



Legend

- CUP-2025-08
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- NR (Neighborhood Retail)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- Arterial
- Expressway

0.04

Miles



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TEXAS



USES IN NEIGHBORHOOD RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C 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 School: Public/Private

SERVICE:

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- 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
- C Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Brew Pub
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

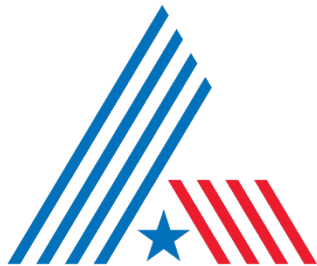
- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

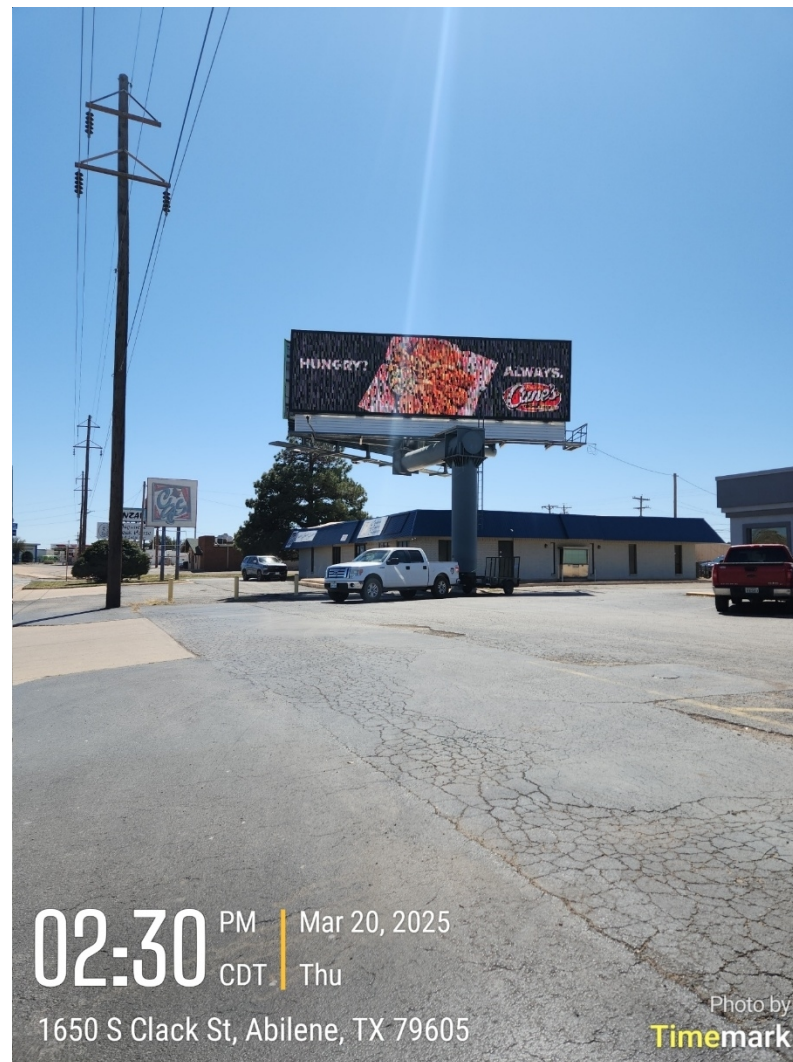
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only,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



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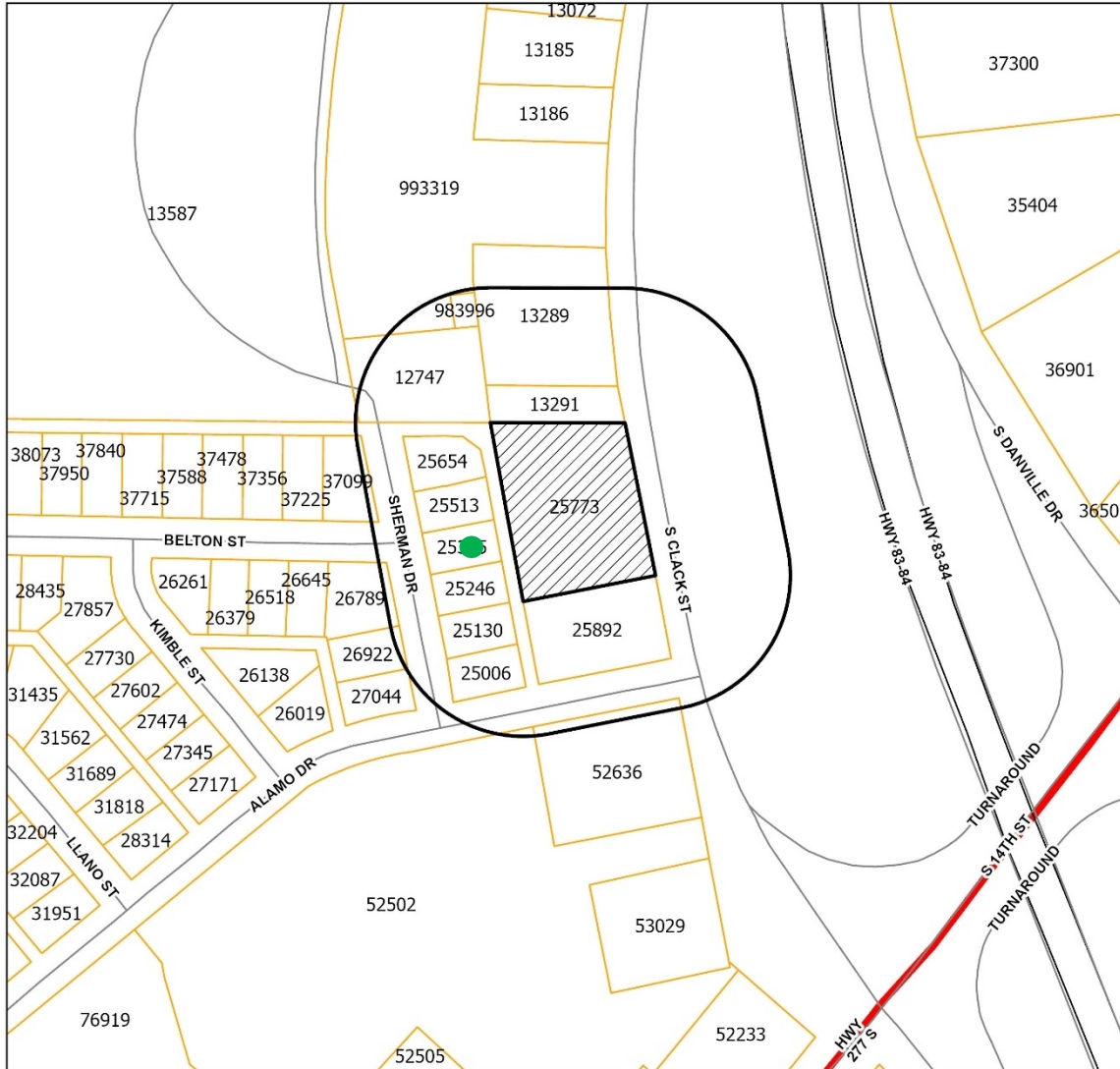


PROPERTY VIEWS





NOTIFICATION AREA MAP

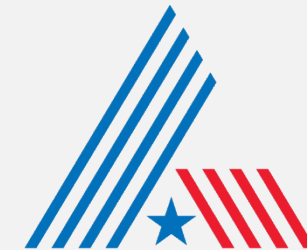


Legend

- CUP-2025-08
- Notification Area
- Courier Parcels
- Arterial
- Expressway

1- In Favor-

0- Opposed-



CITY OF
ABILENE
TEXAS

0.04

Miles



FINDINGS AND RECOMMENDATION

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 Plan of Operations.





Questions?



ZONING CASE CUP-2025-08 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 1, 2025
City Council 1st Read: April 24, 2025
City Council 2nd Read: May 8, 2025

Applicant

Owner: BAGA INC
Agent: Mike Diaz

Case Manager

Kera Valois – Planner

Request

The applicant is requesting a Conditional Use Permit to allow a tattoo parlor in Neighborhood Retail (NR) Zoning.

Location

The subject property is located at 1720 S Clack Street. Legal description being Lot 7, Block 1, Baker Heights Addn. Sec 1, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City of Abilene in 1954 and has been zoned Neighborhood Retail (NR) since at least 1961 when the retail suites were built. The prior business was a hair salon at this location which has since closed. This property lies within the 500-year flood zone.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GC	Car Lot
East		HWY 83-84
South	GR	Creative Graphic Solutions
West	RS-6	Residential Zoning

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.
- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
The proposed use is consistent with Neighborhood Retail Zoning district.
- 3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse**

impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

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

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 than any other retail use.

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

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

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

The proposed use will not generate any adverse effect on any adjacent properties.

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 use complies with the Neighborhood Retail standards and is compatible with the surrounding uses at this location.

Planning & Zoning Recommendation

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

Attachments

- Plan of Operation
- Address Location
- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on March 17, 2025, 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

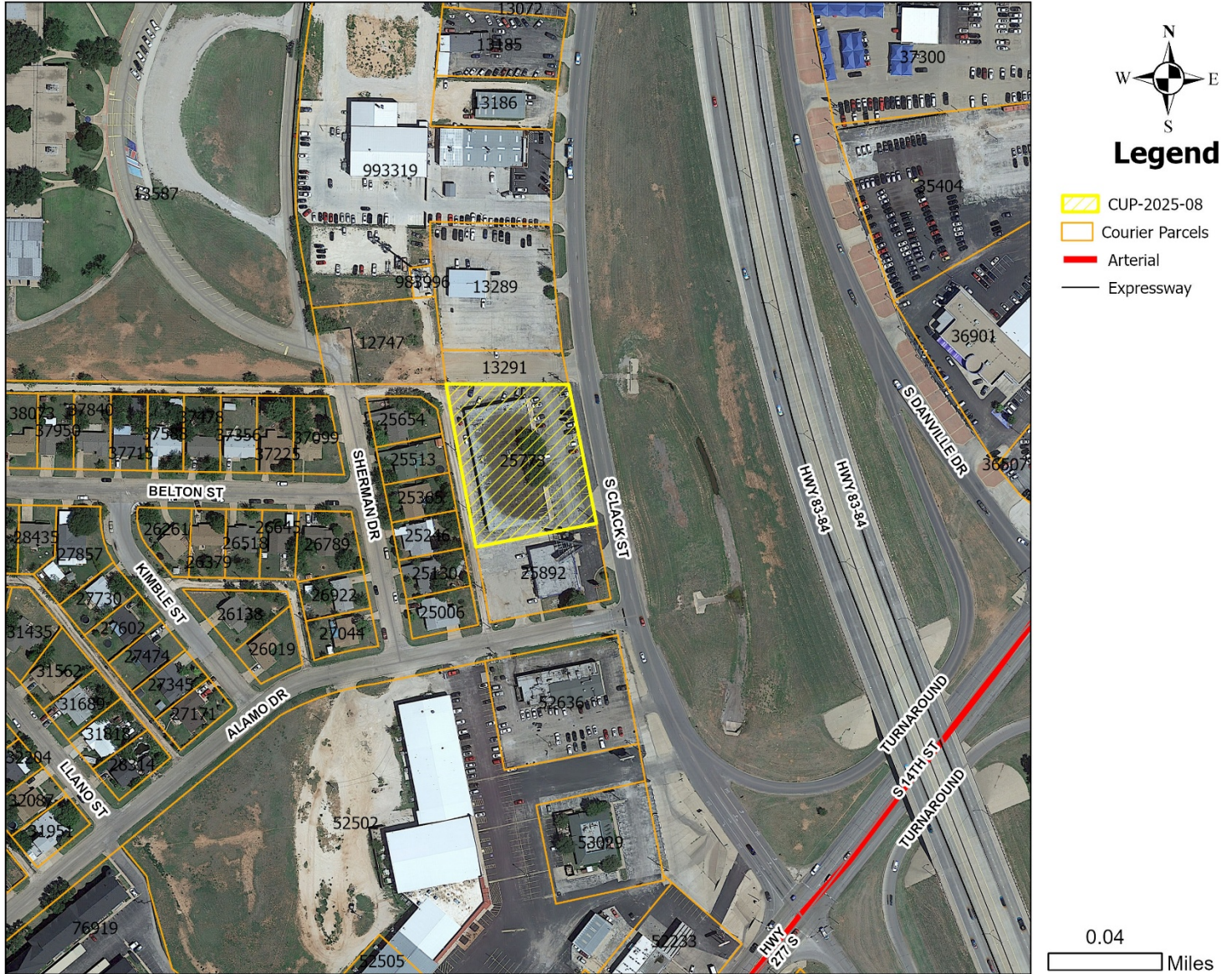
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BAGA INC	25773	1758 S CLACK ST	
BAGA INC	25773	1710 S CLACK ST	
BAGA INC	25773	1750 S CLACK ST	
BAGA INC	25773	1702 S CLACK ST	
BAGA INC	25773	1720 S CLACK ST	
BJSH PROPERTY INC	52636	1802 S CLACK ST	
CLAYTON JOHN THOMAS & SHELBY	25365	1733 SHERMAN DR	F
DITMORE PATRICIA A	25246	1749 SHERMAN DR	
HP REAL ESTATE VENTURES LTD	52502	1850 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1806 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1874 S CLACK ST	

HP REAL ESTATE VENTURES LTD	52502	1816 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1824 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1812 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1820 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1828 S CLACK ST	
KPLB 1620 LLC	13289	1602 S CLACK ST	
PAK HARRIS ENTERPRISES LTD	983996		
PETTY RUSS	25892	1766 S CLACK ST	
PORTER CODY	25513	1717 SHERMAN DR	
RCD HOLDINGS LLC	26922	1766 SHERMAN DR	
RICE RYAN & JENNIFER	37099	5202 BELTON ST	
S & S MARTIN FAMILY PTSH LTD	12747	5157 CENTRAL DR	
S & S MARTIN FAMILY PTSH LTD	993319	1580 S CLACK ST	
SCOGGIN WEY	25130	1765 SHERMAN DR	
SMITH STARLA G	25006	1797 SHERMAN DR	
ST JOHNS EPISCOPAL SCHL	13587	1600 SHERMAN DR	
STATE OF TEXAS	13291	1650 S CLACK ST	
STEVENSON MORGAN	27044	1798 SHERMAN DR	
STONEHENGE INVESTMENTS LLC	26789	5201 BELTON ST	
WASHINGTON TRACY L JR	25654	1701 SHERMAN DR	

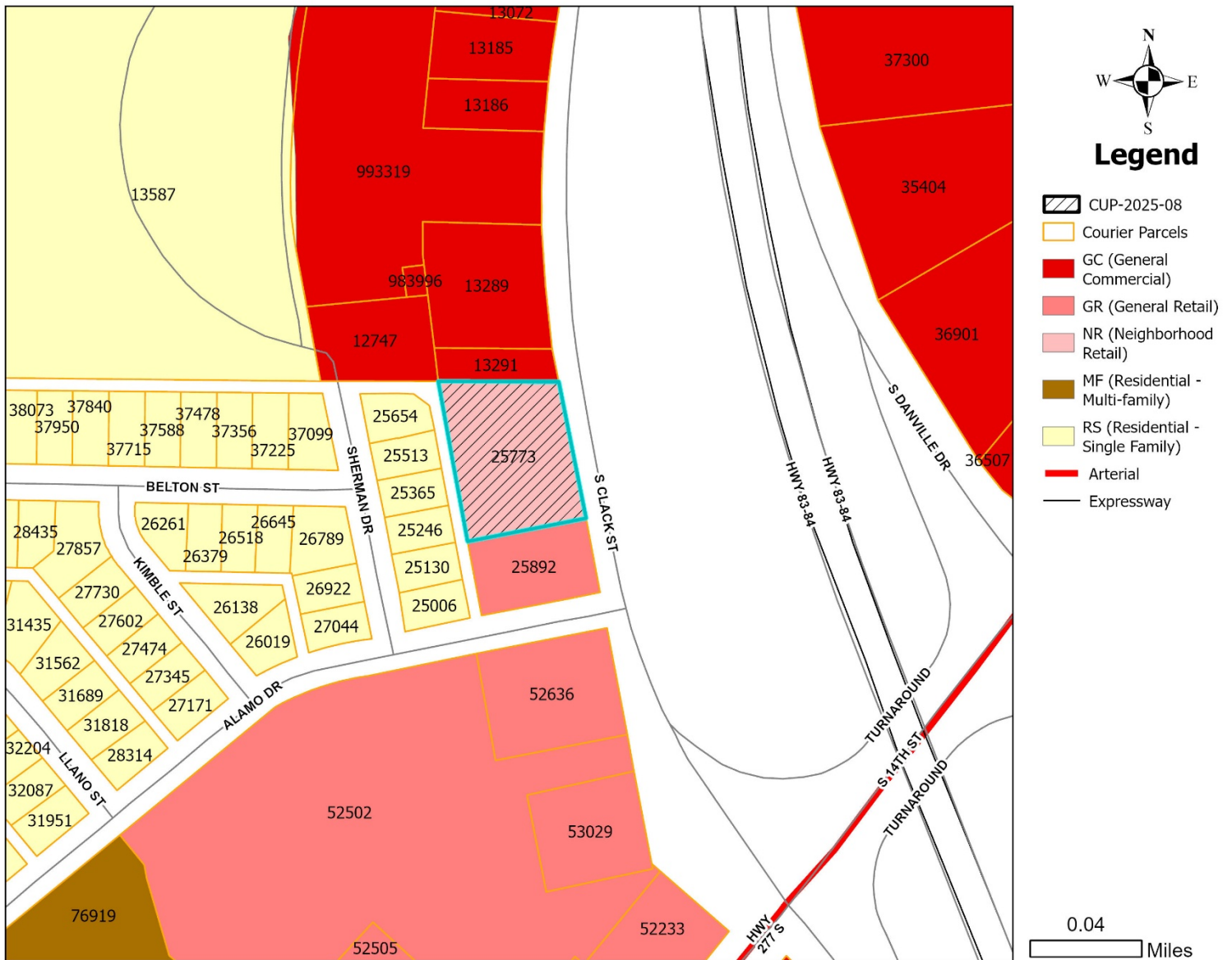
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
S & S MARTIN FAMILY PTSH LTD	12747	5157 CENTRAL DR	
KPLB 1620 LLC	13289	1602 S CLACK ST	
STATE OF TEXAS	13291	1650 S CLACK ST	
ST JOHNS EPISCOPAL SCHL	13587	1600 SHERMAN DR	
SMITH STARLA G	25006	1797 SHERMAN DR	
SCOGGIN WEY	25130	1765 SHERMAN DR	
DITMORE PATRICIA A	25246	1749 SHERMAN DR	
PORTER CODY	25513	1717 SHERMAN DR	
WASHINGTON TRACY L JR	25654	1701 SHERMAN DR	
BAGA INC	25773	1758 S CLACK ST	
BAGA INC	25773	1710 S CLACK ST	
BAGA INC	25773	1750 S CLACK ST	
BAGA INC	25773	1702 S CLACK ST	
BAGA INC	25773	1720 S CLACK ST	
PETTY RUSS	25892	1766 S CLACK ST	
STONEHENGE INVESTMENTS LLC	26789	5201 BELTON ST	
RCD HOLDINGS LLC	26922	1766 SHERMAN DR	
STEVENSON MORGAN	27044	1798 SHERMAN DR	
RICE RYAN & JENNIFER	37099	5202 BELTON ST	
CLAYTON JOHN THOMAS & SHELBY	25365	1733 SHERMAN DR	F
HP REAL ESTATE VENTURES LTD	52502	1850 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1806 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1874 S CLACK ST	
HP REAL ESTATE VENTURES LTD	52502	1816 S CLACK ST	

LOCATION MAP



ZONING MAP





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (First Reading) Z-2025-05: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of Planned Development District 15 (PDD-15) To Allow Freight Containers. Located At 4250 Ridgemont Dr. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant proposes to amend the terms and conditions of Planned Development District Number 15 (PDD-15) to allow six (6) freight containers. Five (5) containers to be used by MCM Elegante and one (1) container to be leased through Schuman Equipment.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance

2. Z-2025-05 Staff Report
3. Application
4. PDD-15 Original
5. Plan of Operation
6. Concept Plan
7. 4150 Ridgemont Dr
8. Z-2025-05 Powerpoint

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-15 AND ORDINANCE NO. 53-1982 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 53-1982, 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 24th day of April 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 17th day of March, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of May, 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 8th day of May 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

4th Amendment to Planned Development District 15

LEGAL DESCRIPTION AS FOLLOWS:

Lot 101, Block A, Rhodes Plaza Addition, Abilene, Taylor County, Texas.

Located at 4250 Ridgemont Dr, Abilene, Taylor County, Texas.

AMEND: PART 9: “Specific Modifications” – All pole signs are restricted to not exceed 62’9” or the height of the building. All wall signs are restricted to the east and north sides of the building. Light standards should be erected so as not to create glare on abutting residential properties.

ADD: A total of four (4) freight containers shall be allowed in accordance with “Exhibit D”. All freight containers must be screened on all sides and painted to match the surrounding fence. Additionally, freight containers cannot be stacked, nor can anything be stored on top of them.

ADD: Attachment for “Exhibit D”.

EXHIBIT “D”

CONCEPT PLAN



-END-

ZONING CASE: Z-2025-05 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 1, 2025
City Council 1st Read: April 24, 2025
City Council 2nd Read: May 8, 2025

Applicant

Owner: 1204 Hotel Operating, LLC dba MCM Elegante Suites
Agent: JoAnn Schibi

Case Manager

Clarissa Ivey – Planner

Request

Amend the terms and conditions of Planned Development District Number 15 (PDD-15) to allow four (4) freight containers.

Location

4250 Ridgemont Dr. Legal description being Lot 101, Block A, Rhodes Plaza Addition, Abilene, Taylor County, Texas.

Background

In 1982, Planned Development District Number 15 (PDD-15) was approved by Ordinance No. 53-1982 to allow the development and construction of a hotel and certain related accessory uses. The hotel was completed in 1984 and has been in service since.

Over the years the hotel has built/installed seven (7) storage buildings without permits. Recently, freight containers have been placed on the property, prompting the need for an amendment to allow the freight containers. More specifically, there are six (6) containers located in the back of the parking lot on the west side of the property alongside a 60' utility easement. One (1) container is currently on lease to an equipment company.

Existing Uses/Zoning

	Zoning	Existing Land Use
North	GC	Bank and Gas station
East	GR	Mall of Abilene
South	GC	Hotel
West	MF	Apartment Complex

Proposed Modification

The applicant proposes to amend the terms and conditions of Planned Development District Number 15 (PDD-15) to allow four (4) freight containers. The containers will be relocated to an area near the existing dumpster enclosure, and a 9-foot-tall wooden fence will be built around them. Both the containers and the fence will be painted black to match the existing wooden fence surrounding the dumpsters. A new gate will be installed facing east. "No Parking" signs will be posted on both the east and west sides of the fence, along with a sign on the gate that reads, "Keep Gate Closed – For Hotel Use Only."

Previous Request

On March 4, 2025 the applicant requested to amend the terms and conditions of Planned Development District Number 15 (PDD-15) to allow six (6) freight containers. Five (5) containers to be used by MCM Elegante and one (1) container to be leased thru Schuman Equipment. Said containers were to be located over 18 parking spaces along the easternmost part of the parking lot. The Planning and Zoning Commission tabled the case and suggested the applicant propose a different plan.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan, as amended.

The proposed changes are consistent with the Comprehensive Plan and Future Land Use Map as the applicant is proposing screening that will typically be required for any of the surrounding properties seeking to obtain a Conditional Use Permit (CUP).

(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 of freight containers is appropriate in the immediate area because the containers will be screened from public view as required for zoning districts that surround the 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.

P&Z Recommendation

P&Z recommends **approval** subject to the following:

- Total of four (4) freight containers are allowed.
- Must be screened on all sides.
- Must be painted to match fencing surrounding the containers.
- Freight containers may not be stacked.
- Nothing may be stored on top of containers.

Attachments

- Application
- Plan of Operation
- Concept Plan
- PowerPoint
- Original Ordinance
- Ordinance

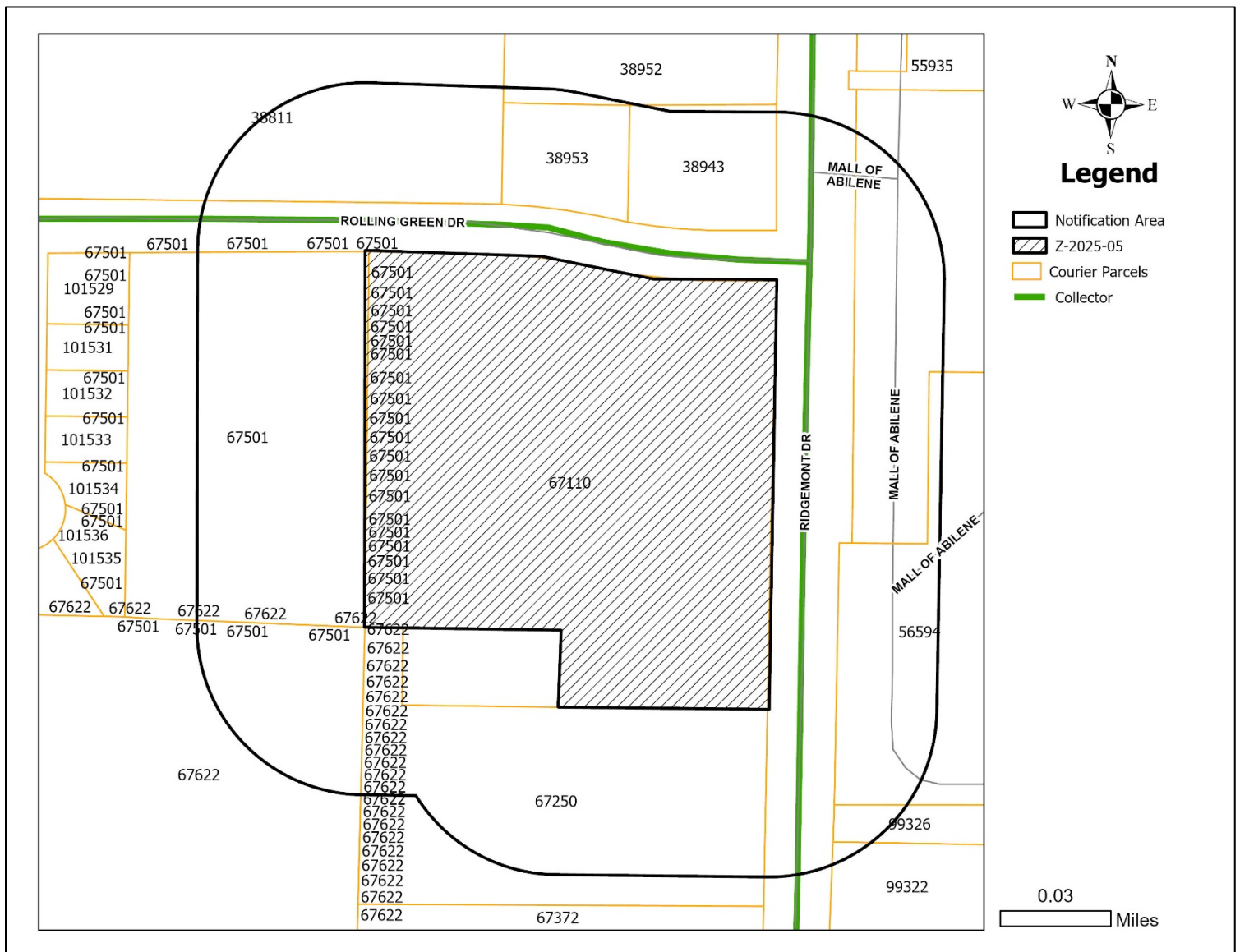
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on February 14, 2025, via standard mail, with a certificate of mailing, 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:

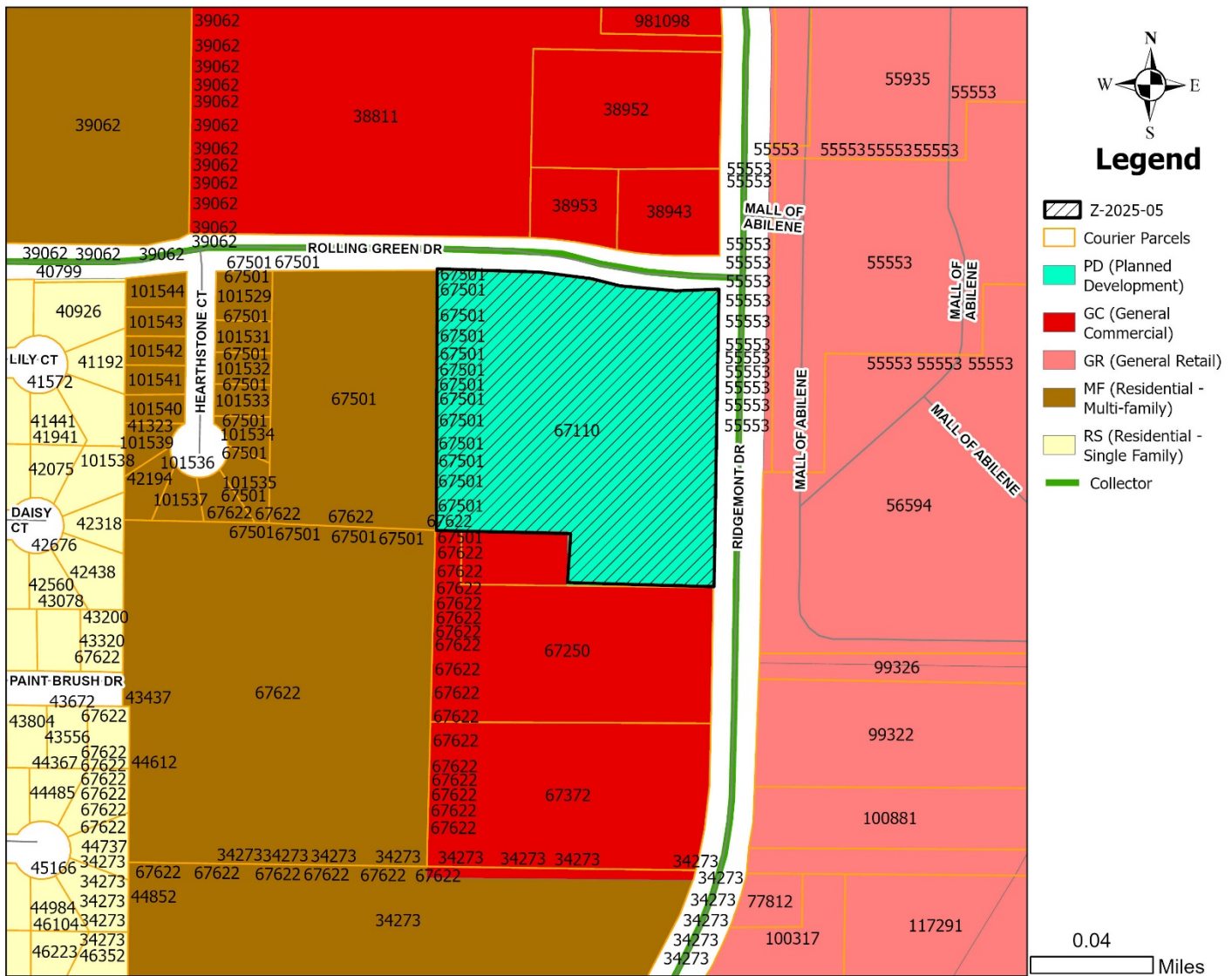
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE REAL ESTATE GROUP LLC	99322	4351 RIDGEMONT DR	
COMMUNITIES OF ABILENE	38953	3350 ROLLING GREEN DR	
DILLARD TX CENTRAL LLC	56594	4310 BUFFALO GAP RD STE 5000	
FIRST NATIONAL BANK	99326	4316 BUFFALO GAP RD	
ICA PROPERTIES INC	67110	4250 RIDGEMONT DR	
LCN BLM CHANDLER LLC	38952	4142 RIDGEMONT DR	
LEDYARD PROPERTIES LLC	38943	4150 RIDGEMONT DR	F
LOWES HOME CENTERS INC	38811	4134 RIDGEMONT DR	
MCRT ABILENE 1 LP	67250	4350 RIDGEMONT DR	
NEWPORT VILLAGE LTD	67501	3517 ROLLING GREEN DR	
PARTNERS MALL ABILENE LLC	55553	4310 BUFFALO GAP RD STE 1247	

NOTIFICATION MAP



ZONING MAP



Concept Plan



The fence will be made of wood with metal posts. The units are 8' 5" in height, 9' or 10' fencing will be used to make sure it is in-line with the other fence by the dumpsters. The units and fencing will be painted black.

The gate on the new fencing will be facing to the east of the units and will match the dumpster area gate. "No Parking" signs will be posted on the east and west side of the fence as well as a "Keep Gate Closed – For hotel use only" on the gates.



2025 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: MCM Elegante Suites
Address: 4250 Ridgemoor Drive Number of Lots: _____ Acreage: 5.76
Legal Description: Rhodes Plaza Block
Subdivision Name: Rhodes Plaza Block: A Lot: 101 Replat & .423 ac
Current Zoning: PDD Proposed Zoning (If applicable): _____

OWNER AND AUTHORIZATION

Owner Name: 1204 HOTEL Operating, LLC dba MCM Elegante Suites
Address: 700 N. GRANT AVE SUITE 600
City, State, Zip: Odessa, TX 79761 Fax: 432-333-8881
Phone: 432-334-8881 Email: jschibi@mcmelegante.com
Agent Name: JoAnn Schibi
Address: 3085 P.R. 2586
City, State, Zip: Clyde Tx 79510 Fax: _____
Phone: 325-698-1234 Email: jschibi@mcmelegante.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: [Signature] Date: 01/13/2025

FOR OFFICE USE ONLY

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



2025 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

To allow for the placement and use of
Freight Containers on the property for the
daily use for normal operations

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.



2025 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

yes

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

yes and yes

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

yes

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

no

Other Required Forms - Disclosure of Interest (See Attached)



2025 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: Rhodes Plaza Total Number of Acres: 5.76
Zoning Classification(s): PDD Total Number of Lots: _____
Location: 4250 Ridgmont Dr. Abilene, TX 79606

Property Owner Information & Authorization

Name/Company: 1204 Hotel Operating, LLC dba MCM Elegante Suites
Address: 700 N. GRANT AVE Suite 600
City: Odessa State: TX Zip Code: 79761
Phone: 432-334-8881 Email: jschibi@mcmeelegante.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☐ I hereby designate JoAnn Schibi (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.

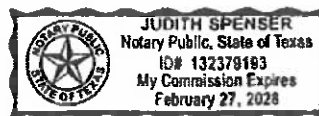
Property Owner's Signature: Ed Lasater, President Date: 1-9-25

STATE OF: Texas

COUNTY OF: Ector

BEFORE ME, a Notary Public, on this day personally appeared Ed Lasater
(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 9th day of January, 2025



Judith Spenser
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: _____



2025 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): JoAnn Schibi - Manager / AVP

Property Owner ☒ Project Representative ☒

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

2025 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: _____


01/13/2025

DATE: _____



2025 Development Application

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

01/13

, 2025

Schibi

*(cross out the inapplicable phrase)

ORDINANCE NO. 53-1982

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 32,
ZONING, OF THE ABILENE MUNICIPAL CODE, CONCERNING
RHODES PLAZA PLANNED DEVELOPMENT DISTRICT;
CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 32, known as the Zoning Ordinance of the City of Abilene, is hereby amended; 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 Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 6 day of May,

A.D. 19 82.

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 2 day of May, 19 82, the same being more than ten (10) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 9:00 a.m., on the 27 day of May, 19 82, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 27 day of May

May, A.D. 19 82.

ATTEST:

Kelly Beard, Clerk
CITY SECRETARY

L. S. Hall
MAYOR

APPROVED:

Mary Sanders
CITY ATTORNEY

Exhibit "A"

ORDINANCE NO. 53-1982

PART 1: The herein said Planned Development District is platted in accordance with the approved Plat, attached hereto for all purposes. All development in the Planned Development District shall be in accordance with the said Plat and required Plans. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 3: All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 4: Construction and development of the Planned Development District established hereby shall begin within six (6) months from passage hereof.

PART 5: That the Planning Director be, and he is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 6: The maps, topographical and drainage plans, utility plans, site plan, and plat filed in connection with this requested Planned Development District are hereby included as part of this ordinance.

PART 7: That Chapter 32, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From RM-2 (Residential Multi-Family SC (Shopping Center) District to PD C (Planned Development Commercial) District.

The legal description is as follows:

The Planned Development District (PDD) referred to herein is legally described as Lot 1, Block A, Rhodes Plaza Addition, Section 2, of the J. Blakemore Survey, Number 97, City of Abilene, Taylor County, Texas, of the Plat Records, Taylor County, Texas (Plat).

Location: Southwest Corner of intersection of Rolling Green Drive and Ridgemount Drive.

PART 8: "Purpose" - The purpose of the PDD is to allow the development and construction of a hotel and certain related accessory uses which are complimentary and compatible with the proposed hotel, upon the real property within the PDD. All development within the PDD shall be in compliance with the Comprehensive Plan for the City of Abilene as well as further the general welfare of the citizens of the City of Abilene.

PART 9: "Specific Modifications" - All pole signs are restricted to not exceed 62'9" or the height of the building. All wall signs are restricted to the east and north sides of the building. Light standards should be erected so as not to create glare on abutting residential properties.

PART 10: "Schedule" -

<u>ITEM</u>	<u>PROJECT COMPLETION DATE</u>
-------------	--------------------------------

The completion of the Hotel in such a way that business can be conducted, the initial opening to the general public.	August 1, 1985
--	----------------

PART 11: Site Plan attached as Exhibit B and Vicinity Map as Exhibit C.

[illegible]

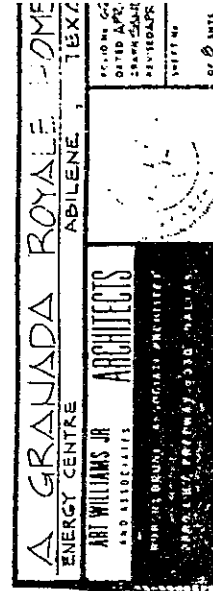
<u>DESIGN DATA</u>		
<u>WEST UNITS</u>		
DW./PODS	91	177 SPACES
KINGS	7	204 SPACES
SUITES	1	4.3 ACRES
	TOTAL 99	.5 ACRES
		2.0 ACRES
PARKING REQD.		
PARKING PROVIDED		(TOTAL)
LAND AREA		
LESS EASEMENT		
LESS USABLE		

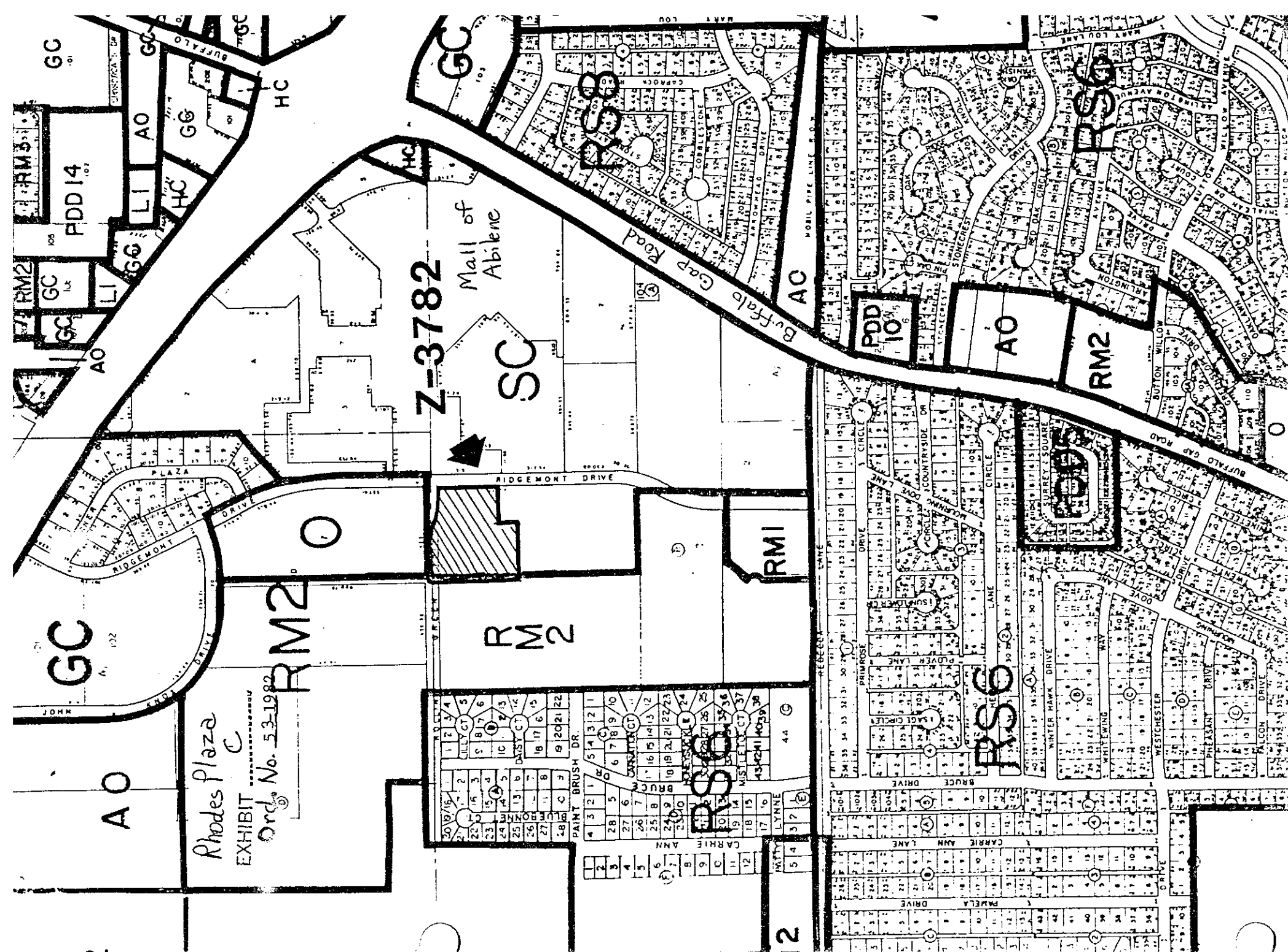
WEST UNITS	
DRY/DOWNS	177
KINDS	177
SUITES	177
TOTAL	
PARKING REQD.	177 SPACES
PARKING PROVIDED	204 SPACES
LAND AREA	4.3 ACRES
LESS EASEMENT	.5 ACRES
LAND USAGE	3.8 ACRES

2 STORY HOTEL

SQUARE FOOTAGE	30,144 SQ FT
1ST FLOOR	75,072 SQ FT
TOTAL FLOOR AREA	105,216 SQ FT
BUILDING HEIGHT	62'-9"

LOT NO. 1, BLOCK A, RHODES PLAZA ADJ
SECTION 2 OUT OF J. BLAKEMORE SURVEY
NO. 97 CITY OF ABILENE, TAYLOR COUNTY, TEXAS





Rhodes Plaza
EXHIBIT C

Ord. No. 53-1980



Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] FW:

jschibi@mcmelegante.com <jschibi@mcmelegante.com>
To: "Ivey, Clarissa" <clarissa.ivey@abilenetx.gov>, planning@abilenetx.gov

Thu, Mar 13, 2025 at 2:46 PM

Good Afternoon Clarissa,

Texas 811 has been scheduled to come out to the property and completed by Monday.

The fence will be made of wood with metal posts. The units are 8' 5 " in height, so we will be using 9' or 10' to make sure it is in-line with the other fence by the dumpsters. The units and fencing will be painted black as discussed.

The gate on the new fencing will be facing to the east of the units and will match the picture as close as we can to the dumpster area gate above. "No Parking" signs will be posted on the east and west side of the fence. We will be placing the same "Keep Gate

Closed – For hotel use only" on the gates.

Further details to follow after we receive the reports from Texas 811.

If you have questions, please feel free to call my cell, as I will be away from my desk frequently.

Jo Ann Schibi

General Manager

MCM Elegante Suites

4250 Ridgemont Drive

Abilene, TX 79606

P 325.698.1234 ext 409

F 325.698.2771

C 325.669.8173

Do not forget to show hospitality to strangers for by so doing some people have shown hospitality to Angels without knowing it. Hebrews 13:2 NIV

From: 3256698173@mms.att.net <3256698173@mms.att.net>

Sent: Wednesday, March 12, 2025 3:33 PM

To: jschibi@mcmelegante.com

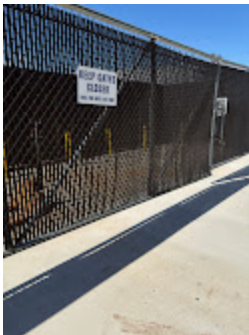
Subject:

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/029c01db9450%249f9331c0%24deb99540%24%40mcmelegante.com>.



IMG_0945.jpg
725K



ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-05

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

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

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

MAR 4 AM 10:31

Requestor's Parcel ID: 67110
Requestor's Property Zoning: PDD-15
Requestor's Proposed Zoning: PDD-15

Your Name: LEDYARD PROPERTIES LLC
Your Property Address: 4150 RIDGEMONT DR
Your Parcel ID: 38943

I am in favor of the request ☒
I am opposed to the request ☐

Signature:

David E. Anderson
d/b/a Ledyard Properties, LLC



PD 15 Amendment

Case:	Z-2025-05
Owner:	1204 Hotel Operating, LLC
Agent:	JoAnn Schibi
Request:	Amend the terms and conditions of Planned Development District Number 15 (PDD-15) to allow four (4) freight containers.
Location:	4250 Ridgemon Dr
Notification:	1 in Favor, 0 in Opposition
Planning & Zoning:	April 1, 2025
Council Hearing:	April 24, 2025 May 8, 2025





AERIAL LOCATION MAP







NEIGHBORING VIEWS



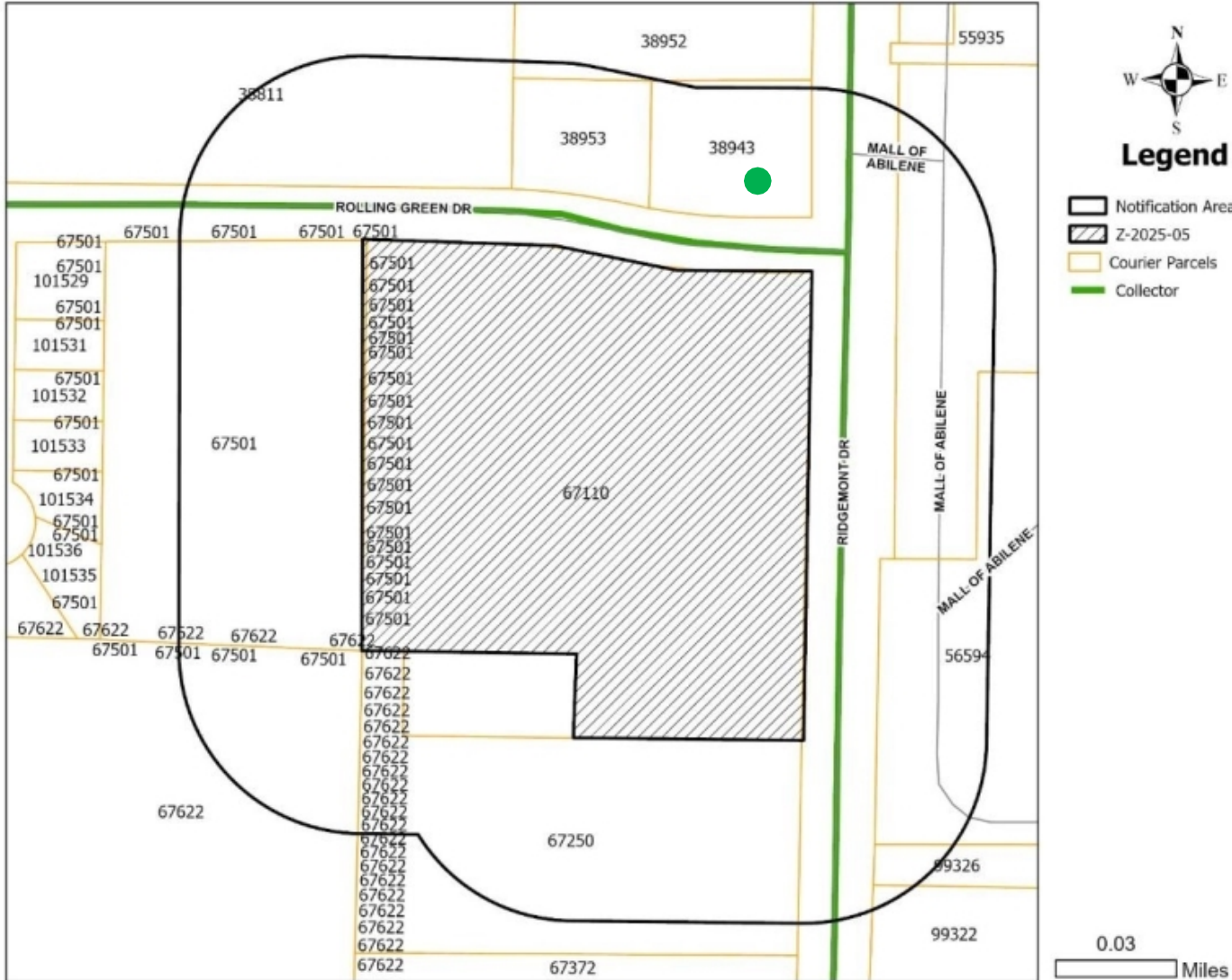


SITE PLAN





NOTIFICATION AREA MAP



1- In Favor- ●

0- Opposed- ●





FINDINGS AND RECOMMENDATION

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:

P&Z recommends **approval** subject to the following conditions:

- Total of four (4) freight containers are allowed.
- Must be screened on all sides.
- Must be painted to match fencing surrounding the containers.
- Freight containers may not be stacked.
- Nothing may be stored on top of containers.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (First Reading) Z-2025-08: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 1.31 Acres from Heavy Commercial (HC) to a Planned Development District (PDD-193). Specifically, to Allow a Base Zoning of Patio Homes (PH) with Alternative Setbacks and Lot Dimensions. Located at 1402 Pine Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is zoned Heavy Commercial (HC).

The applicant proposes to use the property for single-family residences with specific modifications. The applicant has proposed sixteen (16) 32-foot x 90-foot lots creating a density of 11.5 units per acre. The concept plan also proposes a road within the subdivision for access.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. ordinance
2. Staff Report
3. Metes and Bounds Description
4. concept plan
5. PD Verbiage
6. 1402 Pine St.
7. 1441 Cypress Street
8. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 24th day of April, 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 17th day of March, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of May, 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 8th day of May, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land from Heavy Commercial (HC) zoning to a Planned Development District (PDD-193) subject to the requirements set out in Exhibit B and the Concept Plan shown in Exhibit C.

Legal description being as follows:

Being 1.312-acres out of the easterly 140 feet of Lot No. 2, Block No. 202, Original Town of Abilene, City of Abilene, Taylor County, Texas, and said 1.312 acre being comprised of the following:

Lot Nos. 4, 5, 6, 7 and 8 of the Hale's Subdivision, a replat of a portion of said Lot No. 2, Block No. 202, City of Abilene, Taylor County, Texas as shown by Plat recorded in Volume 2, Page 158, Plat Records, Taylor County, Texas;

The North 158.17 feet (158 feet 2 inches) of the South 466.33 feet (466-1/3 feet) of the East 140 feet of Lot No. 2, Block No. 202, City of Abilene, Taylor County, Texas as shown by said Plat recorded in Volume 4, Page 254, Plat Records, Taylor County, Texas.

Located at 1402-1442 Pine Street.

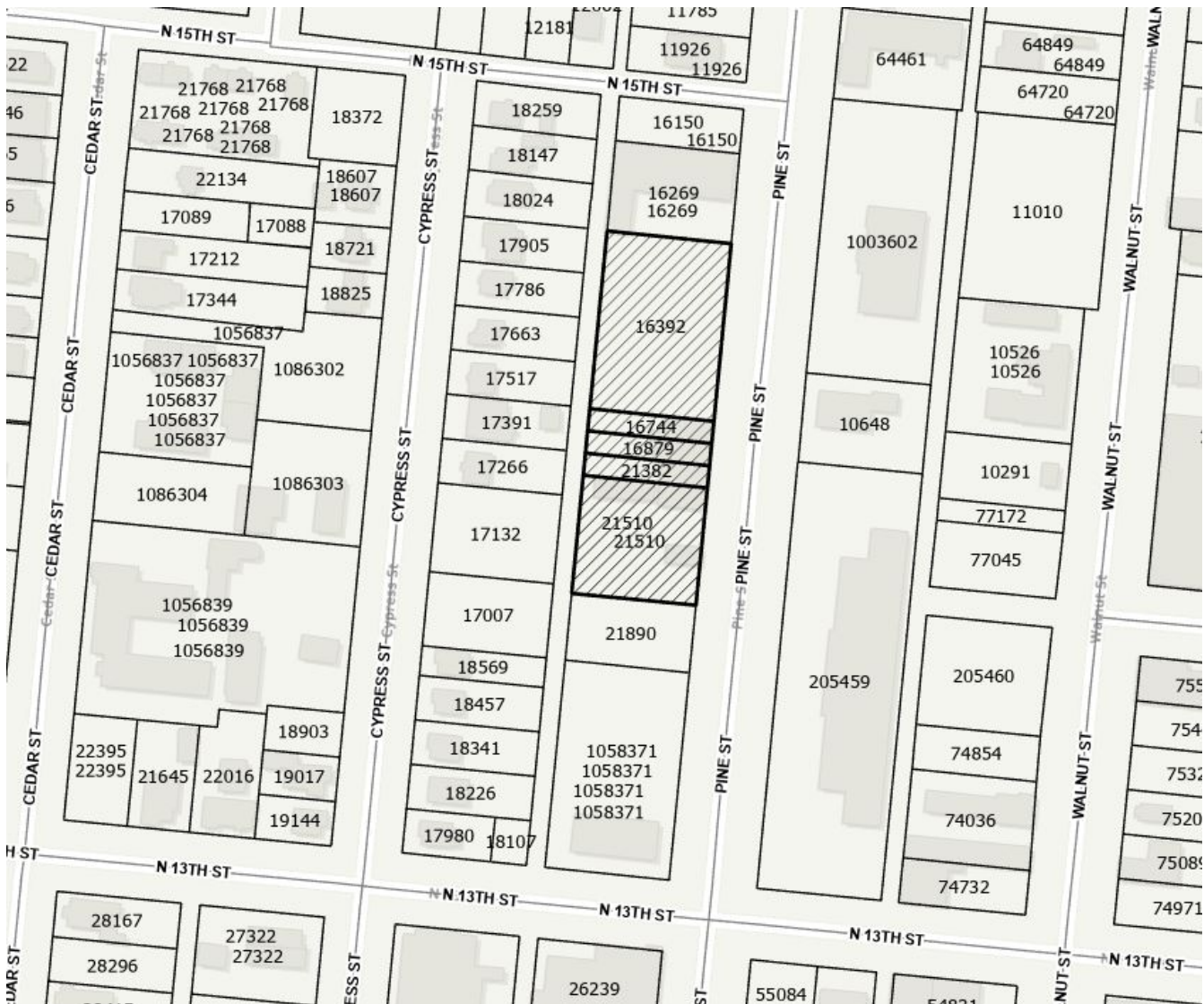


EXHIBIT B

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of this Planned Development District (PDD) is to allow a single-family residential development similar to what would be found within Patio Home (PH) zoning, as illustrated in the concept plan (EXHIBIT C).

Specific Modifications: This Planned Development District shall be generally subject to the requirements of the Patio Home (PH) zoning district except as modified below:

- Minimum lot depth: 85'
- Minimum lot width: 30'
- Minimum setbacks:
 - Front yard – 15'
 - Garage – 20'
 - Side yard, including Right of Way – 5'
 - Rear yard – 10'

Signage – Monument and wayfinding signs along the entrances from Pine Street are permitted to identify and direct visitors to each unique residential community within the Planned Development.

EXHIBIT C

X:\CM_EDGE_Construction\2007 - Pine Street Meadow Development - EDGE Construction\Drawings\ Preliminary\2023-03-18 24001 - Townhome Layout.dwg



END

ZONING CASE

Z-2025-08

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 1, 2025
City Council 1st Reading: April 24, 2025
City Council 2nd Reading: May 8, 2025

Applicant

Edge Construction

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 1.39 acres from Heavy Commercial to a Planned Development District (PDD-193).

Location

1402-1442 Pine St.

Background

The subject property is zoned Heavy Commercial (HC).

The applicant proposes to use the property for single-family residences with specific modifications. The applicant has proposed sixteen (16) 32-foot x 90-foot lots creating a density of 11.5 units per acre. The concept plan also proposes a road within the subdivision for access.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC/COR	Restaurant
East	HC/COR, PD-124/COR	Office/College University
South	HC/COR	Vacant
West	MD	Residential (Single Family)

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 is currently serviced by all public utilities. The property would be required to replat before development can occur, this will require the extension of public utilities.

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

None known.

P&Z Recommendation

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation
- Concept plan
- Metes and Bounds Description
- PD Verbiage

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on March 17th, 2025, 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

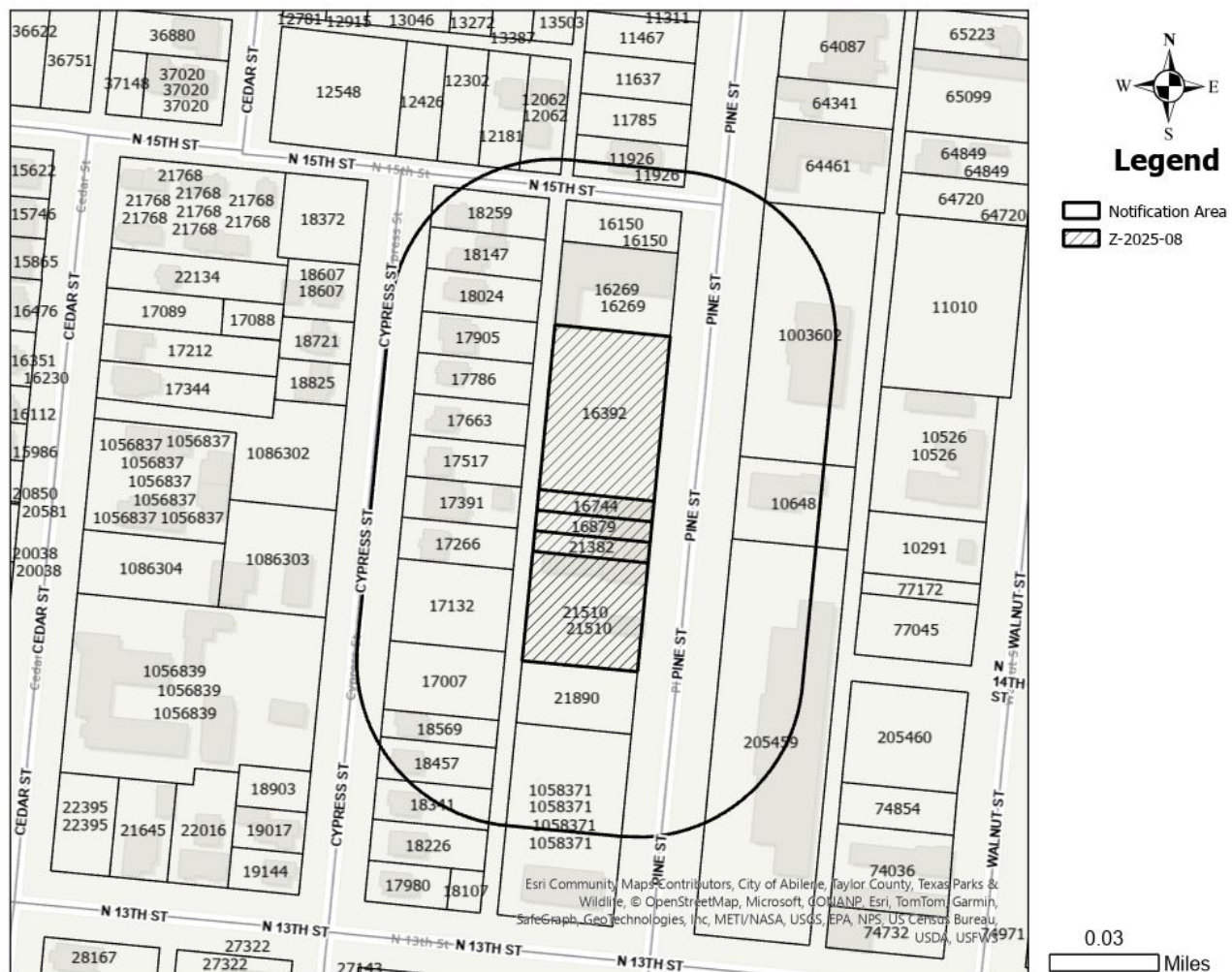
OWNER	SITUS	PROP_ID	RESPONSE
ABILENE IMPROVEMENT CORP	1402 PINE ST	21510	F
ABILENE IMPROVEMENT CORP	1410 PINE ST	21510	F
ABILENE IMPROVEMENT CORP	1424 PINE ST	16744	F
ABILENE IMPROVEMENT CORP	1418 PINE ST	16879	F
ABILENE IMPROVEMENT CORP	1341 CYPRESS ST	17007	F
ABILENE IMPROVEMENT CORP	1414 PINE ST	21382	F
ABILENE IMPROVEMENT CORP	1442 PINE ST	16392	F
EDGE STREET CAPITAL LLC	1466 PINE ST	16269	
EDGE STREET CAPITAL LLC	1466 PINE ST STE 200	16269	
EDGE STREET CAPITAL LLC	1474 PINE ST	16150	
EDGE STREET CAPITAL LLC	1019 N 15TH ST APT 8	16150	
GUTIERREZ AMELIA M LF EST	1433 PINE ST	10648	
HARDIN SIMMONS UNIVERSITY	1325 PINE ST	205459	
HARRIGER CHARLES RAYMOND	1401 CYPRESS ST	17517	
HENDRICK MEDICAL CENTER	1026 N 15TH ST	12062	
HENDRICK MEDICAL CENTER	1026 1/2 N 15TH ST	12062	

HENDRICK MEDICAL CENTER	1034 N 15TH ST	12181	
HILLEY ROGER	1425 CYPRESS ST	17905	
INGALSBE DOTTIE B AKA	1441 CYPRESS ST	18147	F
JIMENEZ JOE & BETTY	1041 N 15TH ST	18259	
KCAP RE FUND II LLC	1317 CYPRESS ST	18341	
KELLER FAMILY TRUST	1018 N 13TH ST	1058371	
LATOUR COMMERCIAL PROPERTIES LLC	1334 PINE ST	21890	
MANCHA BILLY JOE	1409 CYPRESS ST	17663	
MENDEZ JOSEPHINE C	1433 CYPRESS ST	18024	
PEDROZA JOSEFINA VILANUEVA ROSAS	1417 CYPRESS ST	17786	
POPE JOHN MICHAEL	1333 CYPRESS ST	18569	
SILLER MARIA	1325 CYPRESS ST	18457	
SSW PROPERTIES LLC	1441 PINE ST	1003602	
STEVENS TOMMY	1517 PINE ST	64461	
TORRES ERNEST JR	1357 CYPRESS ST	17266	
TORRES ERNEST JR	1349 CYPRESS ST	17132	
VASQUEZ WILLIE CRUZ	1365 CYPRESS ST	17391	
WILSON COLE F	1018 N 15TH ST	11926	
WILSON COLE F	1502 PINE ST	11926	

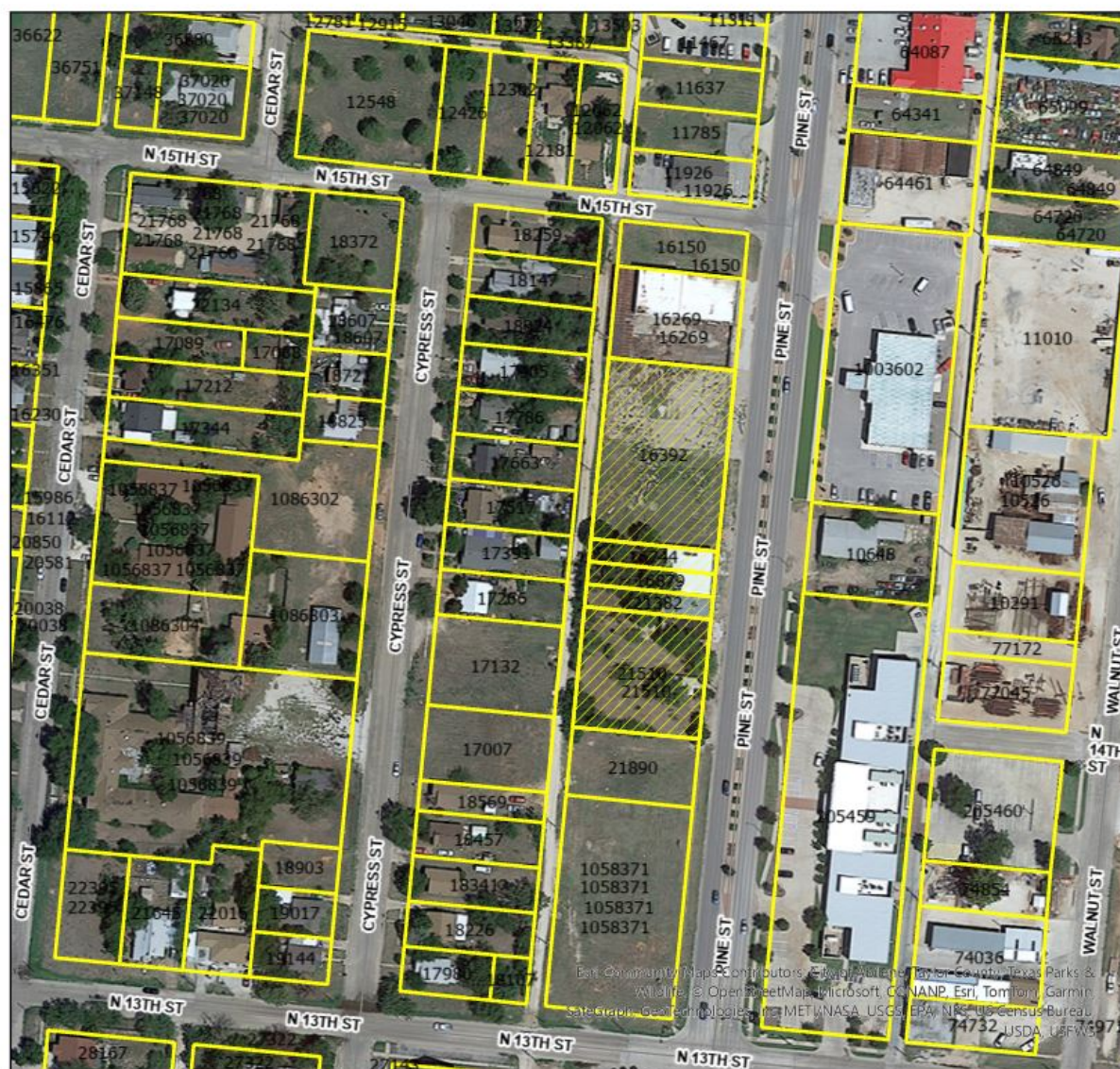
PROPERTY ID		Legend: O - Opposed, F - In Favor	
OWNER	SITUS	PROP_ID	RESPONSE
GUTIERREZ AMELIA M LF EST	1433 PINE ST	10648	
WILSON COLE F	1018 N 15TH ST	11926	
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ABILENE IMPROVEMENT CORP	1402 PINE ST	21510	F
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SSW PROPERTIES LLC	1441 PINE ST	1003602	
KELLER FAMILY TRUST	1018 N 13TH ST	1058371	

NOTIFICATION MAP



LOCATION MAP



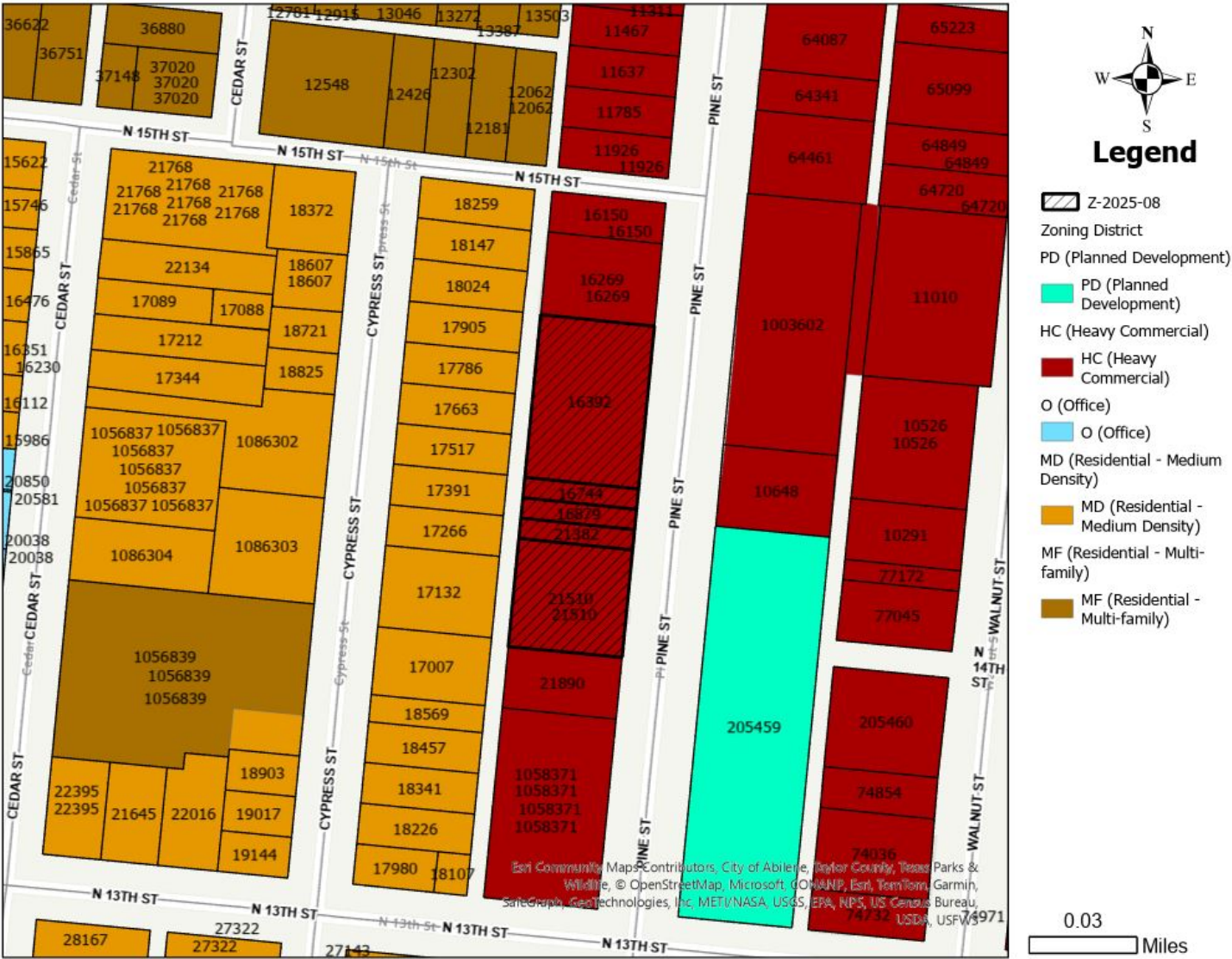
Legend

 Z-2025-08

0.03

Miles

ZONING MAP



BEING 1.312-acre out of the easterly 140 feet of Lot No. 2, Block No. 202, ORIGINAL TOWN OF ABILENE, City of Abilene, Taylor County, Texas as shown by Plat recorded in Cabinet 4, Slide 254, Plat Records, Taylor County, Texas, and said 1.312 acre being comprised of the following:

- 1) Lot Nos. 4, 5, 6, 7 and 8 of the HALE'S SUBDIVISION, a replat of a portion of said Lot No. 2, Block No. 202, City of Abilene, Taylor County, Texas as shown by Plat recorded in Volume 2, Page 158, Plat Records, Taylor County, Texas;
- 2) The North 158.17 feet (158 feet 2 inches) of the South 466.33 feet (466-1/3 feet) of the East 140 feet of Lot No. 2, Block No. 202, City of Abilene, Taylor County, Texas as shown by said Plat recorded in Volume 4, Page 254, Plat Records, Taylor County, Texas.

X:\CM_EDGE_Construction\24309 - Pine Street Mixed Use Development - EDGE Construction\Drafting\ Preliminary\ (2025-03-18) 24309 - Townhome Layout 02.dwg



NO.		REVISION	DATE	SCALE	1" = 20'
SHEET		PROJECT # 24309			DESIGNED
SEQ.		DRAWN			CHECKED
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.					
EDGE CONSTRUCTION PRELIMINARY LAYOUT PRELIMINARY LAYOUT ABILENE, TEXAS					
JACOB MARTIN 3465 CURRY LANE ABILENE, TEXAS 79606 325.695.1070 TBAE FIRM # 2448 TBPELS FIRM # 10194493					

EXHIBIT “A”

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of this Planned Development District (PDD) is to allow a single-family residential development similar to what would be found within Patio Home (PH) zoning, as illustrated in the concept plan (EXHIBIT B).

Specific Modifications: This Planned Development District shall be generally subject to the requirements of the Patio Home (PH) zoning district except as modified below:

- Minimum lot depth: 85’
- Minimum lot width: 30’
- Minimum setbacks:
 - Front yard – 15’
 - Garage – 20’
 - Side yard, including Right of Way – 5’
 - Rear yard – 10’

Signage – Monument and wayfinding signs along the entrances from Pine Street are permitted to identify and direct visitors to each unique residential community within the Planned Development.

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-08

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: 16392, 16744,
16879, 21382, 21510
Requestor's Property Zoning: HC
Requestor's Proposed Zoning: PDD-193

Your Name: ABILENE IMPROVEMENT CORP
Your Property Address: 1402 PINE ST
Your Parcel ID: 21510

I am in favor of the request ☒

I am opposed to the request ☐

Signature: 

APR 10 AM 9:21

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-08

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: 16392, 16744,
16879, 21382, 21510
Requestor's Property Zoning: HC
Requestor's Proposed Zoning: PDD-193

Your Name: INGALSBE DOTTIE B AKA
Your Property Address: 1441 CYPRESS ST
Your Parcel ID: 18147

I am in favor of the request ☒

I am opposed to the request ☐

Signature:

Dottie Ingalsbe

MAR 24 AM 10:14



REZONE REQUEST

Case: Z-2025-08

Owner: Edge Construction

Agent: Jacob Martin

Requests: Change the zoning of approximately 1.39 acres from Heavy Commercial to a Planned Development District (PDD-193).

Location: 1402-1442 Pine St.

Notification: 7 in Favor, 0 in Opposition

Planning & Zoning: April 1, 2025

Council Hearing: April 24, 2025
May 8, 2025





AERIAL LOCATION MAP

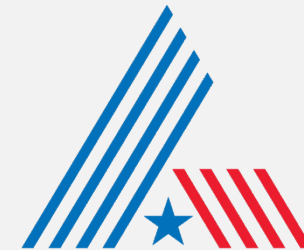


Legend

 Z-2025-08

0.03

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2025-08
- Zoning District
- PD (Planned Development)
- PD (Planned Development)
- HC (Heavy Commercial)
- HC (Heavy Commercial)
- O (Office)
- O (Office)
- MD (Residential - Medium Density)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- MF (Residential - Multi-family)

0.03

Miles



CITY OF
ABILENE
TEXAS





PROPERTY VIEWS

East neighboring property



Southeast neighboring property



Subject property



West neighboring property

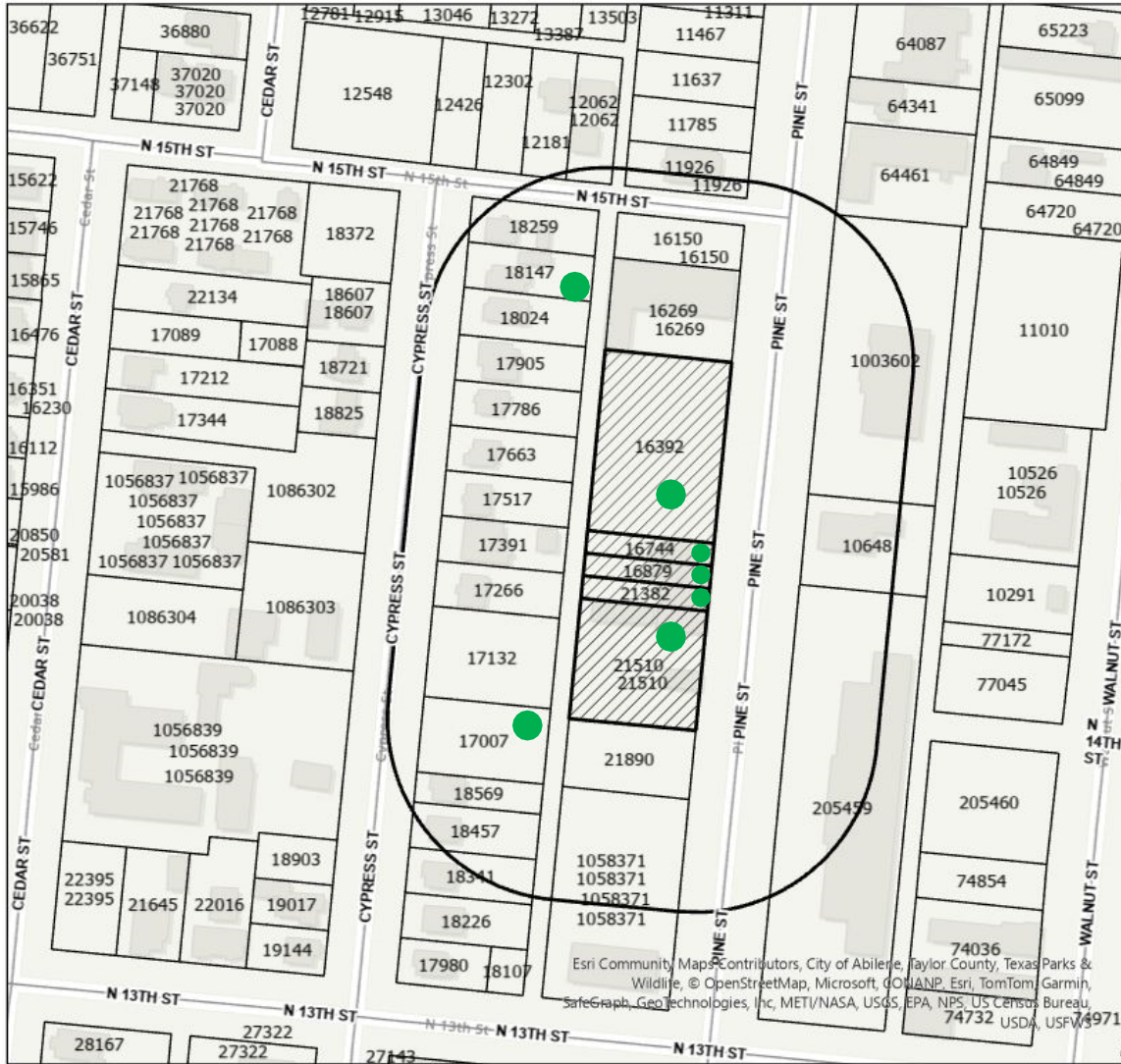


Subject property





NOTIFICATION AREA MAP

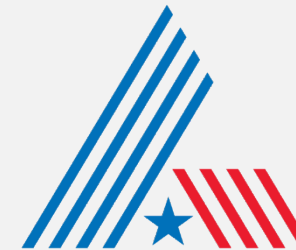


Legend

- Notification Area
- Z-2025-08

7- In Favor- ●

0- Opposed- ●



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.

P&Z Recommendation:

P&Z recommends **approval**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (First Reading) Z-2025-09: Receive a Report, Hold a Discussion and Take Action on a Request from the Owners, to Rezone Approximately 6.49 Acres from Medium Density (MD) to Patio Home (PH). Located Along Nikhil Lane and Nitin Way. *(Tim Littlejohn)***

GENERAL INFORMATION

In 1980, the property was annexed into Abilene City Limits and given a base zoning of Agricultural Open Space (AO) zoning. The property has since gone through several residential zoning changes, leading to a final rezone to Medium Density (MD) in 2022. The applicant proposes to rezone from Medium Density (MD) to Patio Home (PH) zoning which doesn't increase density of the area. Additionally, the Patio Home (PH) zoning interior side yard setback allows a 0-foot while still requiring a 10-foot separation between homes.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Application
3. Z-2025-09 Staff Report
4. 3509 Hari Texan Court
5. 3510 Hari Texan Ct
6. 3517 Hari Texan Ct.
7. 7141 Tin Cup
8. Mesa Ridge Estates
9. Z-2025-09 Powerpoint

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 24th day of April, 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 17th day of March, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of May, 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 8th day of May, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-09 MD to PH (Nikhil Ln. & Nitin Wy.)

ID # 25-000041 | **Started** 02/24/2025 at 8:02 AM



Address

7024 Nikhil Ln, Abilene, TX USA 79606

Legal

Forrest Meadows Add Sec 2 Blk Block C Lot Lot 15
A1366 T C Garner, Tract E Part 1 & 2, Acres 36.638

Description

Rezoning lots 15-35, Block C of the Forrest Meadows, Section 2 Addition

PROPERTY DETAILS

Property ID	1094614
GEO ID	85083
Enforcement Area	Far Southside

PROPERTY ADDITIONAL INFORMATION

Account Number	A1366000400
Property ID	85083
Land Use	Vacant
High School	Wylie
Middle School	Wylie
Elementary School	Wylie
Super Neighborhood	Far Southside
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Abilene Forrest Hill Llc	-	545 S Us Highway 83 Apt-D Abilene, TX 79602-5484		Property Owner
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	02/24/2025 at 10:09 AM	Accept	Clarissa Ivey
Zoning Application Review	02/28/2025 at 1:24 PM	Accepted	Mason Teegardin
Planning Payment	02/28/2025 at 1:30 PM	Paid	Adam Holland

Create Agenda for Planning and-Zoning Commission	-	-
Staff Prepares Report & Send Property Notification Letters	-	-
P&Z Commission Decision	-	-
Appeal P&Z Decision	-	-
Prepare City Council Agenda	-	-
City Council Decision	-	-
Archive	-	-

INFORMATION FIELDS

Owner Name

Abilene Forrest Hill, LLC. & Gene Lantrip

Agent Name

Jacob & Martin

Block

C

Lot

15-35

Acreage

-

Legal Description of property

Lots 15-35, Block C, Forrest Meadows Addition, Section 2

Subdivision Name

-

Current Zoning

MD

Proposed Zoning

PH

Agree to Terms

Clayton Farrow 2-24-2025

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
25-000971	03/05/2025	Clayton Farrow	\$ 1,500.00	\$ 1,500.00	\$ 0.00
Fees Account No Total Paid Due Zoning - Zone change request 1004002-42001 \$ 1,500.00 \$ 1,500.00 \$ 0.00 Receipts 25-000914					
TOTALS			\$ 1,500.00	\$ 1,500.00	\$ 0.00

CREDENTIALS

Developer

Homeowner

Engineer

Name	Contact Info	Address	Credentials	Availability	Validity
Clayton Farrow	cfarrow@jacobmartin.com (325) 695-1070	3465 Curry Lane Abilene, TX 79606-2287		0 days left	Off

Surveyor

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
Project Overview	03/25/2025 at 1:33 PM		-

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
20250228124317.pdf	02/28/2025 at 1:25 PM	Mason Teegardin
SKM_300i25022508520.pdf	02/28/2025 at 1:25 PM	Mason Teegardin
Owner Authorization.pdf	02/24/2025 at 10:09 AM	Clarissa Ivey

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-

GENERAL COMMENTS

 **Clarissa Ivey**, *Planning Division, Feb 24, 2025 at 10:09 AM*
Please complete the owner authorization.

 **Mason Teegardin**, *Feb 28, 2025 at 1:25 PM*
owner authorization

ZONING CASE: Z-2025-09 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 1, 2025
City Council 1st Read: April 24, 2025
City Council 2nd Read: May 8, 2025

Applicant

Owner: Abilene Forrest Hill, LLC
Owner: Gene Lantrip
Agent: Jacob & Martin, LLC

Case Manager

Clarissa Ivey – Planner

Request

Rezone approximately 6.49 acres from Medium Density (MD) to Patio Home (PH).

Location

Located along Nikhil Lane and Nitin Way. Legal description being Lots 15-35, Block C, of the Forrest Meadows Section 2 Addition, Abilene, Taylor County, Texas.

Background

In 1980, the property was annexed into Abilene City Limits and given a base zoning of Agricultural Open Space (AO) zoning. The property has since gone through several residential zoning changes, leading to a final rezone to Medium Density (MD) in 2022.

Existing Uses/Zoning

	Zoning	Existing Land Use
North	RS-6	Undeveloped
East	MD	Undeveloped
South	MD	Duplex
West	RS-6	Residential Single Family

Proposed Modification

The applicant proposes to rezone from Medium Density (MD), which allows multi-family homes, to Patio Home (PH) zoning which doesn't increase density for the area. Additionally, the Patio Home (PH) zoning interior side yard setback allows a 0-foot while still requiring a 10-foot separation between homes.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan, as amended.**

The proposed changes are consistent with the Comprehensive Plan and Future Land Use Map as these intend for this area to be characterized by primarily single family detached residential subdivisions.

(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 uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity.

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

This property has access to all required utilities.

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

None known.

P&Z Recommendation

P&Z recommends **approval**.

Attachments

- Application
- PowerPoint
- Ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on March 17, 2025, via standard mail, with a certificate of mailing, 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:

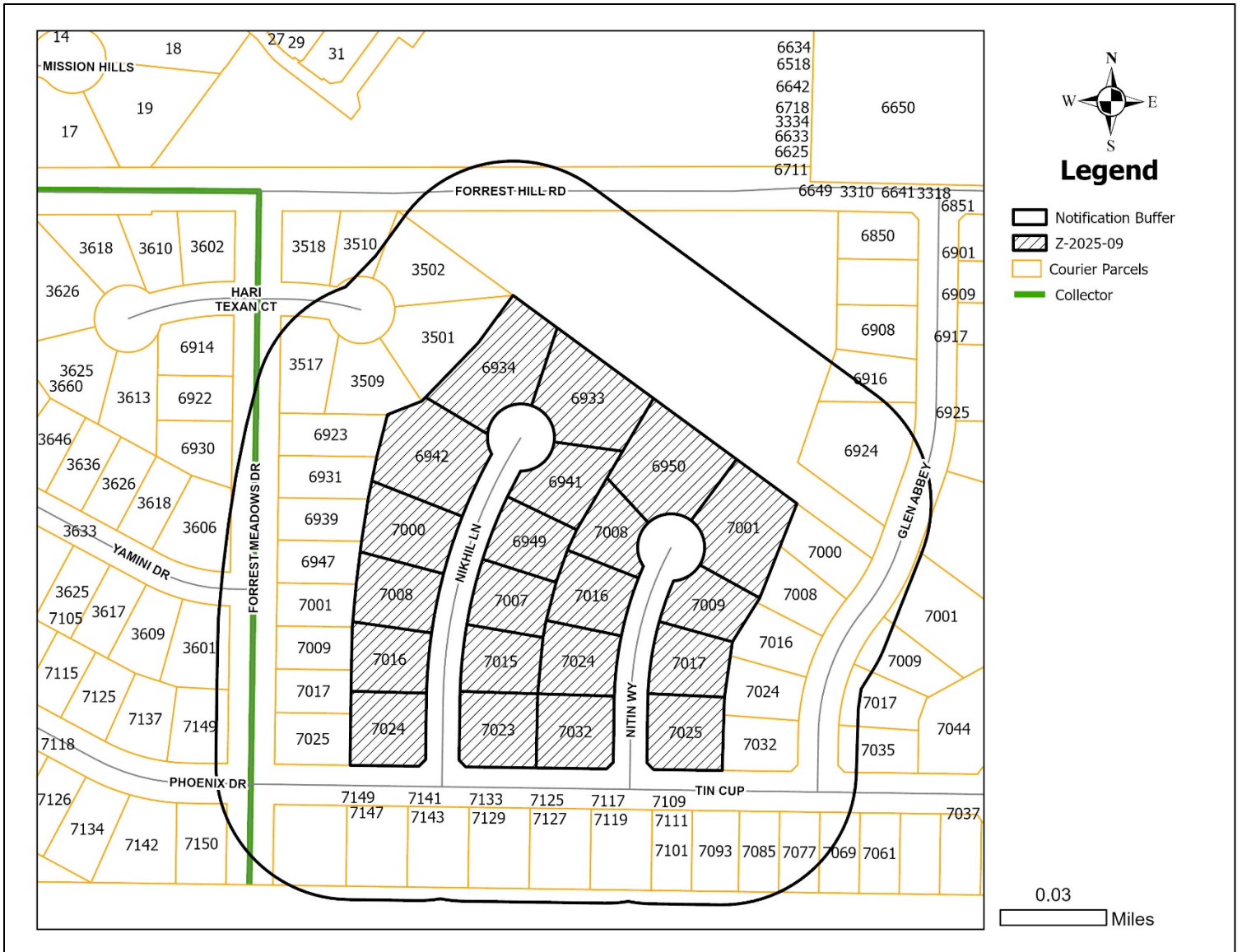
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	Response
HUMMINGBIRD HILL DEVELOPMENT LLC	10149		
MESA RIDGE ESTATES INC	14753		F
MARTINEZ JEAN CARL RODRIGUEZ & MELANIE FONTANEZ RIVERA	1063913	7150 PHOENIX DR	
RCAZ, LLC	1063931	7149 PHOENIX DR	
RCAZ, LLC	1063932	3601 YAMINI DR	
FOOTER DEREK & SADIE	1063953	3606 YAMINI DR	
KAGLEY VERONICA	1063964	3510 HARI TEXAN CT	F
WINK DUSTIN MCCRAY & SIERRA K	1063965	3502 HARI TEXAN CT	
CATALINA DAVID & MARILYN	1063966	3501 HARI TEXAN CT	
COOPER ANNIE J	1063967	3509 HARI TEXAN CT	F
CLEARVIEW FAMILY LTD PTR	1063968	3517 HARI TEXAN CT	F
LE NIKKI	1063969	6923 FORREST MEADOWS DR	
ANDERSON DALTON WILLIAM	1063970	6931 FORREST MEADOWS DR	
MYLANDER CHARLES B & JUDY A	1063971	6939 FORREST MEADOWS DR	

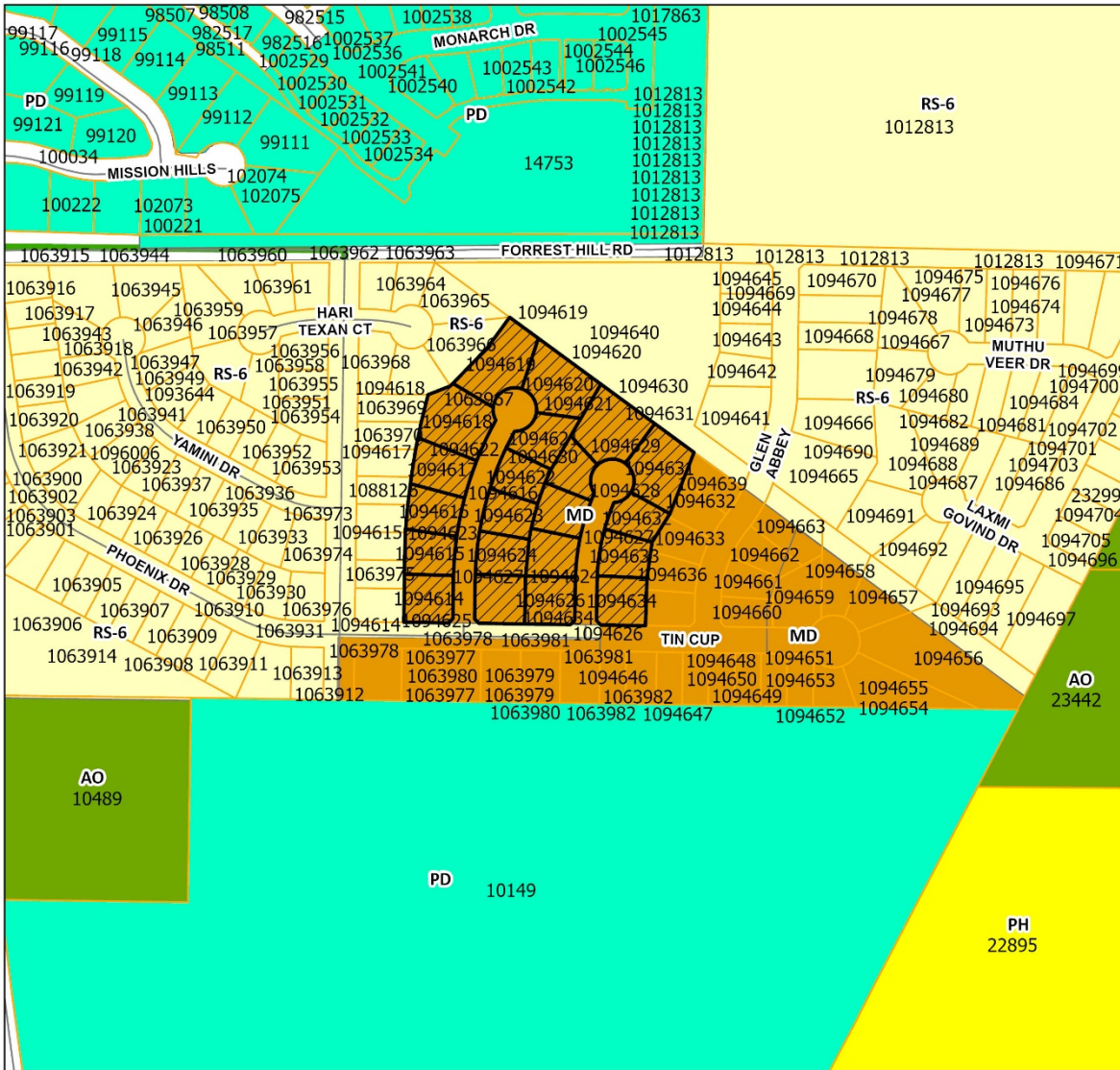
DENNIS KYLE JAMES & BRANDI	1063973	7001 FORREST MEADOWS DR	
DAHL JARRED & NICOLE	1063974	7009 FORREST MEADOWS DR	
GUTIERREZ DAVID & SOPHIA LYNN DEVITA	1063975	7017 FORREST MEADOWS DR	
BOWLING JOHN LOREN & PAMELA ANN	1063976	7025 FORREST MEADOWS DR	
FLORES MAXIMO & LIAD	1063977	7149 TIN CUP	
PUGSLEY JOHN E & REBECCA J	1063978	7141 TIN CUP	F
DANDAMUDI SRINIVASU	1063979	7133 TIN CUP	
ORION PROPERTY HOLDING LLC	1063980	7125 TIN CUP	
CLEARVIEW FAMILY LTD PTR	1063981	7117 TIN CUP	
SSPR FAMILY GROUP LLC	1063982	7109 TIN CUP	
MONHOLLON JOSHUA &	1088126	6947 FORREST MEADOWS DR	
LANTRIP KENNETH EUGENE & CINDY KAY	1094614	7024 NIKHIL LN	
LANTRIP KENNETH EUGENE & CINDY KAY	1094615	7016 NIKHIL LN	
LANTRIP KENNETH EUGENE & CINDY KAY	1094616	7008 NIKHIL LN	
LANTRIP KENNETH EUGENE & CINDY KAY	1094617	7000 NIKHIL LN	
ABILENE FORREST HILL LLC	1094618	6942 NIKHIL LN	
ABILENE FORREST HILL LLC	1094619	6934 NIKHIL LN	
ABILENE FORREST HILL LLC	1094620	6933 NIKHIL LN	
ABILENE FORREST HILL LLC	1094621	6941 NIKHIL LN	
ABILENE FORREST HILL LLC	1094622	6949 NIKHIL LN	
ABILENE FORREST HILL LLC	1094623	7007 NIKHIL LN	
ABILENE FORREST HILL LLC	1094624	7015 NIKHIL LN	
ABILENE FORREST HILL LLC	1094625	7023 NIKHIL LN	
ABILENE FORREST HILL LLC	1094626	7032 NITIN WY	
ABILENE FORREST HILL LLC	1094627	7024 NITIN WY	
ABILENE FORREST HILL LLC	1094628	7016 NITIN WY	
ABILENE FORREST HILL LLC	1094629	7008 NITIN WY	
ABILENE FORREST HILL LLC	1094630	6950 NITIN WY	
ABILENE FORREST HILL LLC	1094631	7001 NITIN WY	
ABILENE FORREST HILL LLC	1094632	7009 NITIN WY	
ABILENE FORREST HILL LLC	1094633	7017 NITIN WY	
ABILENE FORREST HILL LLC	1094634	7025 NITIN WY	
LANTRIPS CUSTOM HOMES INC	1094635	7032 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094636	7024 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094637	7016 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094638	7008 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094639	7000 GLEN ABBEY	
CITY OF ABILENE	1094640		N/A
LANTRIPS CUSTOM HOMES INC	1094641	6924 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094642	6916 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094646	7101 TIN CUP	
LANTRIPS CUSTOM HOMES INC	1094647	7093 TIN CUP	
LANTRIPS CUSTOM HOMES INC	1094648	7085 TIN CUP	
LANTRIPS CUSTOM HOMES INC	1094649	7077 TIN CUP	
LANTRIPS CUSTOM HOMES INC	1094650	7069 TIN CUP	

LANTRIPS CUSTOM HOMES INC	1094660	7035 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094661	7017 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094662	7009 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094663	7001 GLEN ABBEY	
LANTRIPS CUSTOM HOMES INC	1094665		

NOTIFICATION MAP



ZONING MAP



Legend

- Z-2025-09
- Courier Parcels
- PD (Planned Development)
- MD (Residential - Medium Density)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Collector

0.06

Miles

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-09

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: See Map on Back

Requestor's Property Zoning: MD

Requestor's Proposed Zoning: PH

Your Name: COOPER ANNIE J

Your Property Address: 3509 HARI TEXAN CT

Your Parcel ID: 1063967

Signature:

I am in favor of the request ☒

I am opposed to the request ☐

MAR 25 AM 10:57



Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] Z-2025-09

1 message

Veronica Kagley <roni.kagley@gmail.com>
To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Fri, Mar 21, 2025 at 1:11 PM

I, Veronica Kagley of [3510 Hari Texan Ct, Abilene, TX 79696](#) am in favor of the zoning request referenced above.

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/BL0PR04MB4675CDECA5D6023311A14466F5DB2%40BL0PR04MB4675.namprd04.prod.outlook.com>.

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-09

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

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

Requestor's Parcel ID: See Map on Back

Your Name: CLEARVIEW FAMILY LTD PTR

I am in favor of the request ☒

Requestor's Property Zoning: MD

Your Property Address: 3517 HARI TEXAN CT

Requestor's Proposed Zoning: PH

Your Parcel ID: 1063968

I am opposed to the request ☐

Signature:

MAR 28 AM 9:52

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-09

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Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

MAR 28 PM 12:20

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

Requestor's Parcel ID: See Map on Back

Your Name: PUGSLEY JOHN E & REBECCA J

I am in favor of the request ☒

Requestor's Property Zoning: MD

Your Property Address: 7141 TIN CUP

Requestor's Proposed Zoning: PH

Your Parcel ID: 1063978

I am opposed to the request ☐

Signature:

John Pugsley

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-09

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

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

Requestor's Parcel ID:	See Map on Back	Your Name:	MESA RIDGE ESTATES INC	I am in favor of the request	☒
Requestor's Property Zoning:	MD	Your Property Address:			
Requestor's Proposed Zoning:	PH	Your Parcel ID:	14753	I am opposed to the request	☐
		Signature:			

MAR 31 AM 10:18



Case: Z-2025-09

Owner: Abilene Forrest Hill, LLC
Gene Lantrip

Agent: Jacob & Martin

Request: Rezone approximately 6.49 acres from Medium Density (MD) to Patio Home (PH).

Location: Nikhil Ln & Nitin Wy

Notification: 5 in Favor, 0 in Opposition

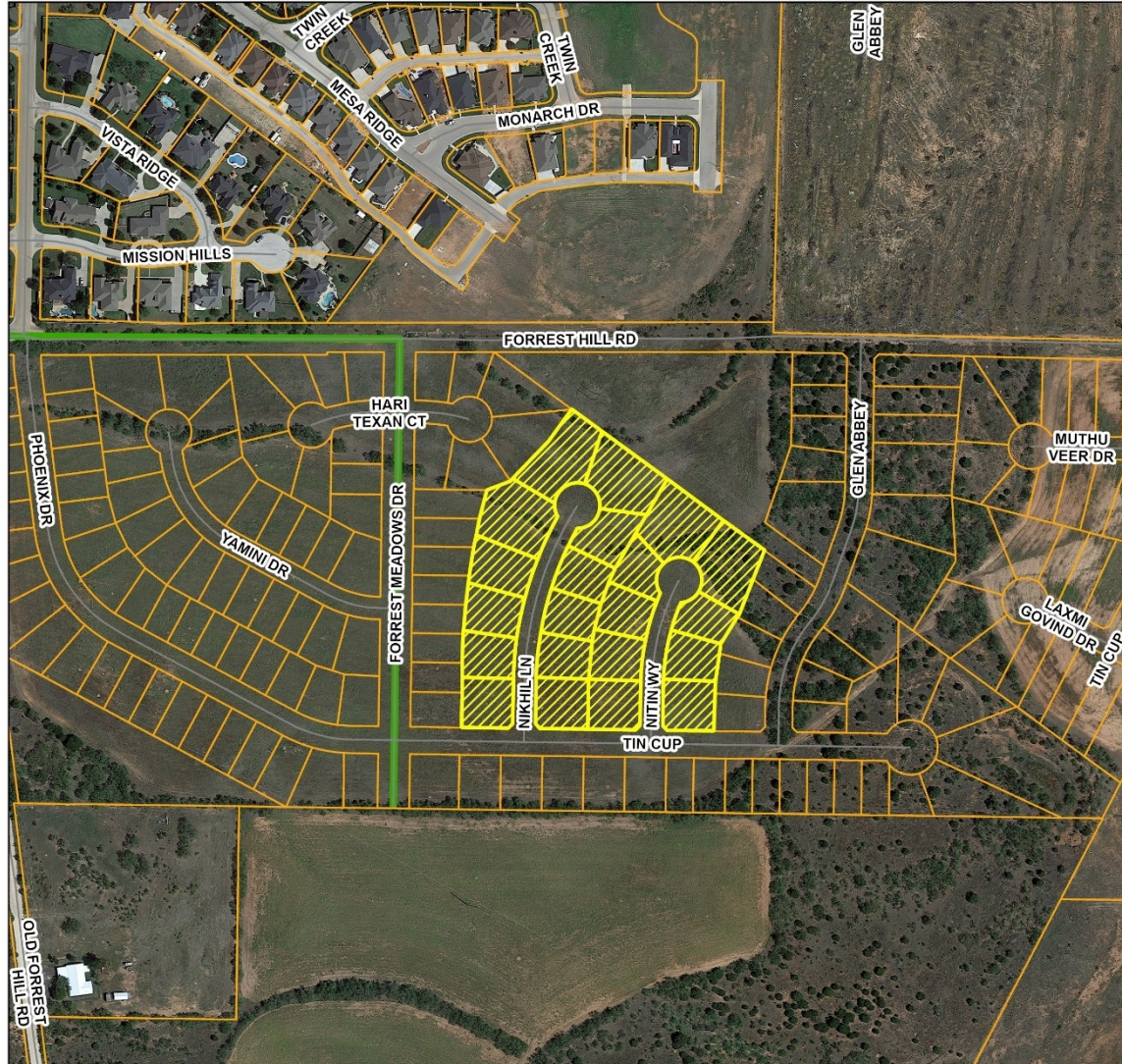
Planning & Zoning: April 1, 2025

Council Hearing: April 24, 2025
May 8, 2025





AERIAL LOCATION MAP



Legend

-  Z-2025-09
-  Courier Parcels
-  Collector

0.06

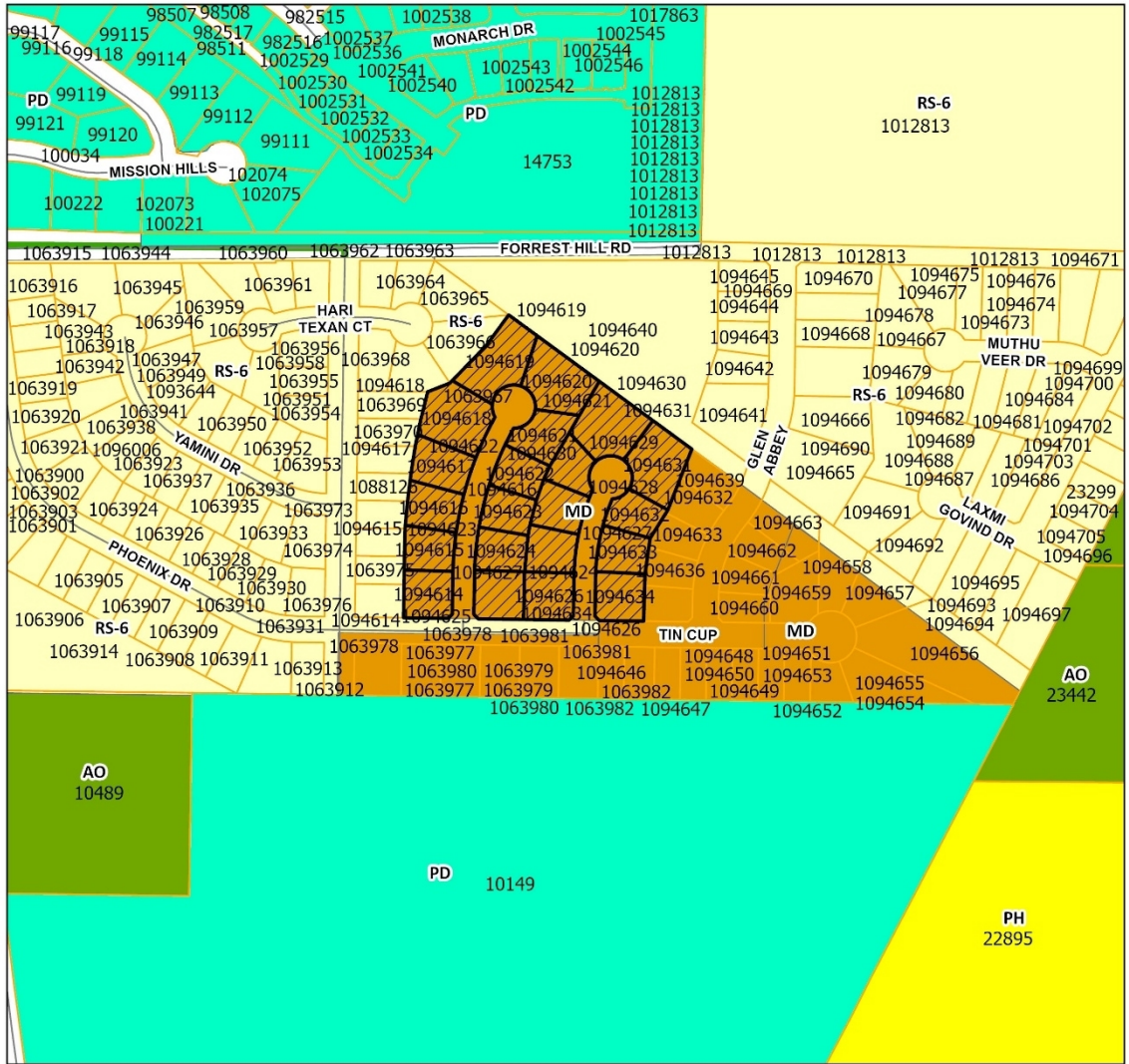
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2025-09
- Courier Parcels
- PD (Planned Development)
- MD (Residential - Medium Density)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Collector

0.06

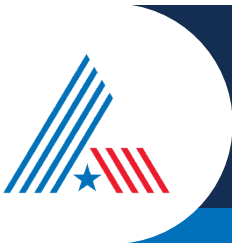
Miles





SUBJECT & NEIGHBORING VIEWS





USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

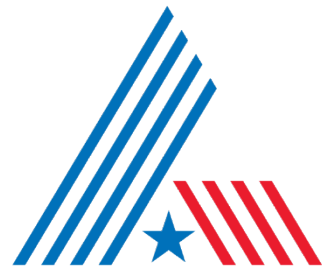
- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden



CITY OF
ABILENE
TEXAS

LEGEND

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



USES IN PATIO HOME ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Patio Home
- P Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

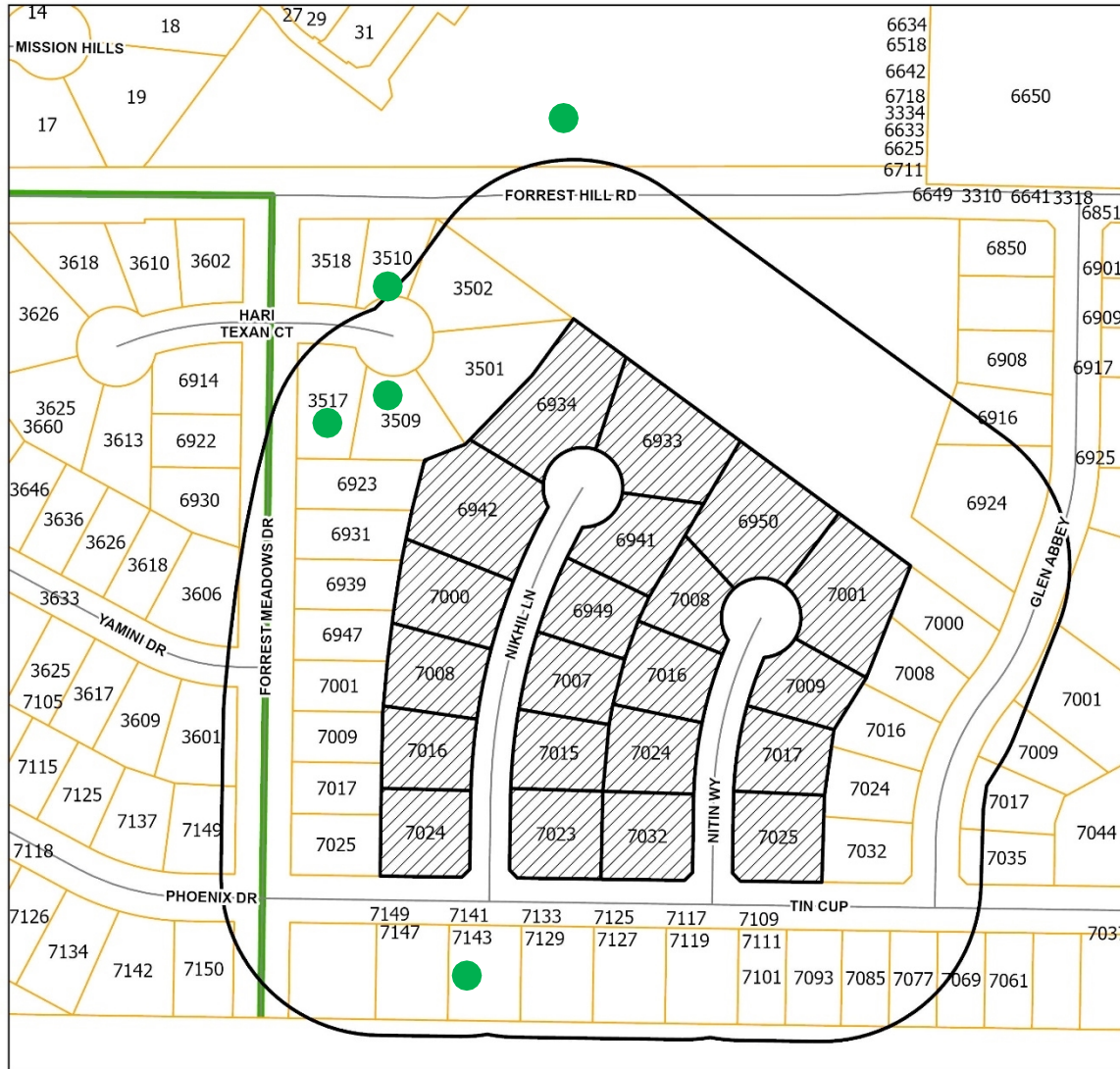
LEGEND

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





NOTIFICATION AREA MAP



Legend

- Notification Buffer
- Z-2025-09
- Courier Parcels
- Collector

5- In Favor- ●

0- Opposed- ●

0.03

Miles



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation:

P&Z recommends **approval**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **18. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, "Decreased Speed Limits-School Zones," of the Abilene Municipal Code (Max Johnson)

GENERAL INFORMATION

The Ordinance Amendment creates new school zone next to Wylie West Elementary. The new school zone is on Waldrop Drive between Tuscany Drive and Hardwick Road. The school zone will reduce speed to 20 mph for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Redlline_Ord_Amend_School_Zones Wylie West Elementary 4-15-2025
2. 2025 Clean_Ord_Amend_School_Zones Wylie West Elementary 4-15-2025

3. Project Location Map - Waldrop - Wylie West Elem School Zone 4-16-2025
4. Ordinance Wylie West Elem Presentation 4-16-2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-286, “DECREASED SPEED LIMITS-SCHOOL ZONES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, an engineering study has resulted in a recommendation for amending the existing school zone at Wylie West Elementary School; and

WHEREAS, the City Code of Ordinance provides for decreased speed limits for established school zones; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the changes to the school speed zones.

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

PART 1: That Chapter 18, Article XIII, Section 18-286, “Decreased Speed Limits – School Zones,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 24th day of April 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 4th day of May, 2025, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of May, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 8th day of May 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-286. – Decreased Speed Limits—School zones.

- (a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

School	Street	Extent
Alcorta Elementary	South 32 nd St.	260 feet west of Buffalo Gap Rd. to 210 feet west of Marshall St.
	Marshall St.	South 32 nd St. to 550 feet north of South 32 nd St.
Austin Elementary	South 23rd St.	170 feet east of South Elmwood Dr. to 175 west of Greenbriar Dr.
	South 25th St.	South Elmwood Dr. to Greenbriar Dr.
	Elmwood Dr., South	South 23rd St. to South 25th St.
	Greenbriar Dr.	South 23rd St. to 245 feet south of South 25th St.
Bonham Elementary	South 7th St.	175 feet west of Buccaneer Dr. to 150 feet east of Hawthorne St.
	Buccaneer Dr.	South 7th St. to Potomac Ave.
	Potomac Ave.	Buccaneer Dr. to 255 feet west of Hawthorne St.
Bowie Elementary	South 20th St.	255 feet west of Vine St. to 310 feet east of Jeanette St.
	South 21st St.	Vine St. to Jeanette St.
	Jeanette St.	South 20th St. to South 22nd St.
	Vine St.	South 20th St. to South 22nd St.
Clack Middle School	Corsicana Ave.	Alamo Dr. to 300 feet north of Sagehen Ridge Dr.
	Sagehen Ridge Dr.	Corsicana Ave. to Snipe Ln.
	Hartford St	160 feet west of Corsicana Ave. to Reagan Circle (west side)

School	Street	Extent
Craig Middle School	Prof Bynum Way	From Judge Ely to 200 east of Sunrise Ave.
Dyess Elementary	Jennings Dr.	275 feet east of Delaware Rd. to Hampton Hills St.
	Delaware Rd.	Jennings Dr. to Hampton Hills St.
	Hampton Hills St	Delaware Rd to Jennings Dr
Jefferson Campus	Vine St.	S. 14th St. to S. 17th St.
	Jeanette St.	S. 14th St. to S. 17th St.
	S. 17th St.	Jeanette St. to Vine St.
Kenley Private School	Matador St.	South 14 th St. to South 15 th St.
Madison Middle School	Barrow St.	South 32 nd St. to Edgemont Dr.
Mann Middle School	Mimosa Dr.	Vogel Ave. to Iris St.
	Vogel Ave.	Westview Dr. to Mimosa Dr.
Martinez Elementary	North 12 th St.	200 feet west of Clinton St. to 260 feet east of Merchant St.
	Clinton St.	North 12 th St. to North 14 th St.
	Merchant St.	North 12 th St. to North 14 th St.
Ortiz Elementary	Vogel Ave.	Burger St. To Catclaw Creek
Purcell Elementary	North 12 th St.	Glendale Dr. to Minter Lane
	North 14 th St.	Glendale Dr. to Minter Lane
	Glendale Dr.	Laurel Dr. to North 14 th St.
	Minter Lane	North 12 th St. to North 14 th St.
Stafford Elementary	North 10 th St.	250 feet east of Pioneer Dr. to 140 feet west of North San Jose Dr.
	Pioneer Dr.	North 10 th St. to San Jose Dr.

School	Street	Extent
Stafford Elementary	San Jose Dr.	North 10 th St. to Pioneer Dr.
Thomas Elementary	Lakeside Dr.	200 feet South of Bynum St. to East South 11 th St.
	Merchant St.	North 12 th St. to North 14 th St.
Ward Elementary	Rebecca Ln.	Alley between Pamela Dr. and Carrie Ann Ln. to 430 feet East of Bruce Dr.
	Paint Brush Dr.	Pennington Dr. to Bruce Dr.
Woodson Skill Center	Cockerell Dr.	650 feet north of East Highway 80 to 500 feet south of EN 7 th St.
<u>Wylie West Elementary</u>	<u>Waldrop Dr.</u>	<u>Tuscany Dr. to Hardwick Rd.</u>

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-286, “DECREASED SPEED LIMITS-SCHOOL ZONES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, an engineering study has resulted in a recommendation for amending the existing school zone at Wylie West Elementary School; and

WHEREAS, the City Code of Ordinance provides for decreased speed limits for established school zones; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the changes to the school speed zones.

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

PART 1: That Chapter 18, Article XIII, Section 18-286, “Decreased Speed Limits – School Zones,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 24th day of April 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 4th day of May, 2025, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of May, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 8th day of May 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

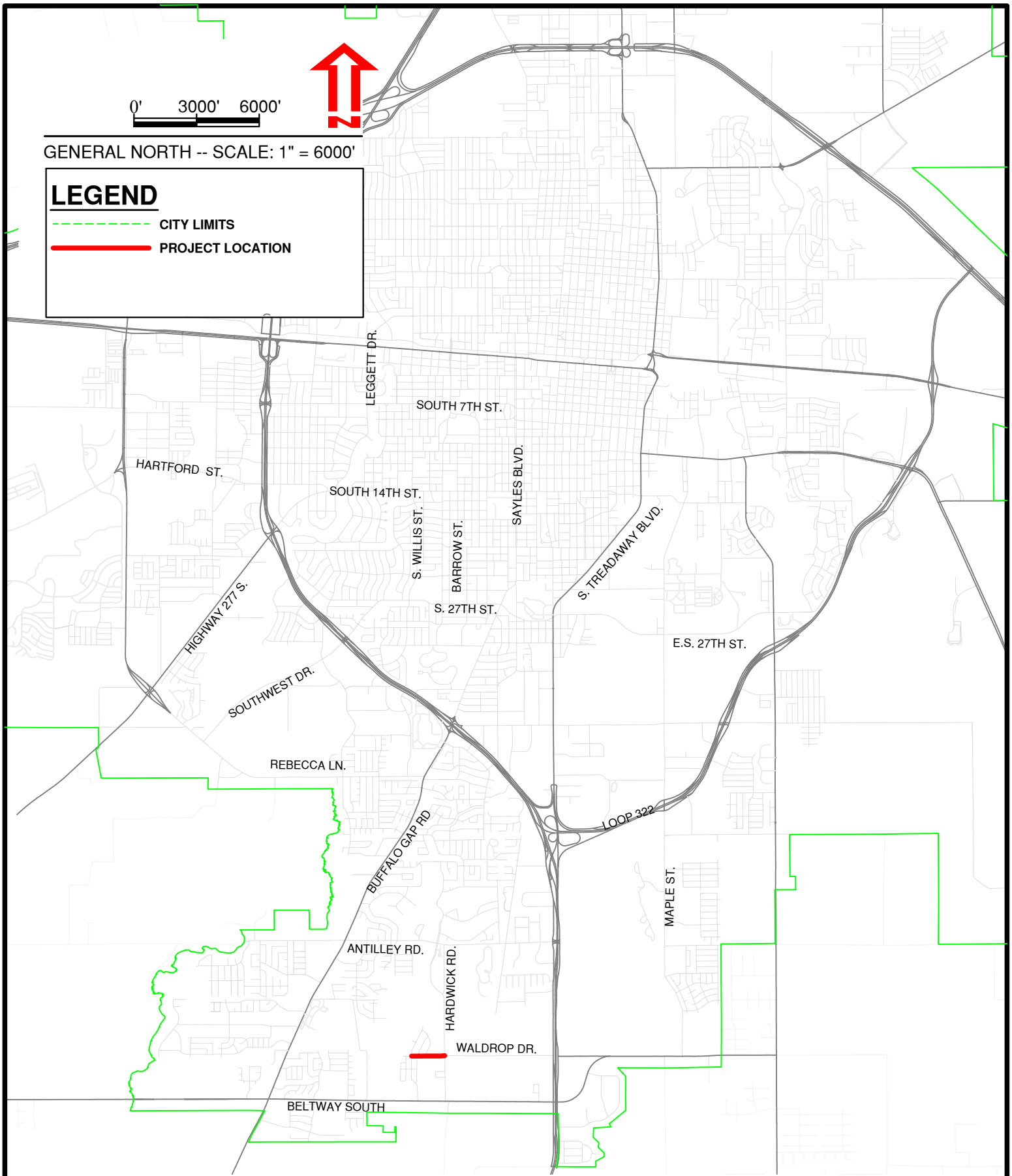
Sec. 18-286. – Decreased Speed Limits—School zones.

- (a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

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	Hampton Hills St	Delaware Rd to Jennings Dr
Jefferson Campus	Vine St.	S. 14th St. to S. 17th St.
	Jeanette St.	S. 14th St. to S. 17th St.
	S. 17th St.	Jeanette St. to Vine St.
Kenley Private School	Matador St.	South 14 th St. to South 15 th St.
Madison Middle School	Barrow St.	South 32 nd St. to Edgemont Dr.
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	North 14 th St.	Glendale Dr. to Minter Lane
	Glendale Dr.	Laurel Dr. to North 14 th St.
	Minter Lane	North 12 th St. to North 14 th St.
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	Paint Brush Dr.	Pennington Dr. to Bruce Dr.
Woodson Skill Center	Cockerell Dr.	650 feet north of East Highway 80 to 500 feet south of EN 7 th St.
Wylie West Elementary	Waldrop Dr.	Tuscany Dr. to Hardwick Rd.



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

WALDROP DR. SCHOOL ZONE PROPOSAL

Designed By: M. JOHNSON

Drawn By: M. MILLER

Checked By: M. JOHNSON

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: MARCH 2025

Ordinance (First Reading): Amending Chapter 18, “Motor Vehicles and Traffic,” Article XIII, “Schedules,” Section 18-286, “Decreased Speed Limits-School Zones” of the Abilene Municipal Code

(Max Johnson)





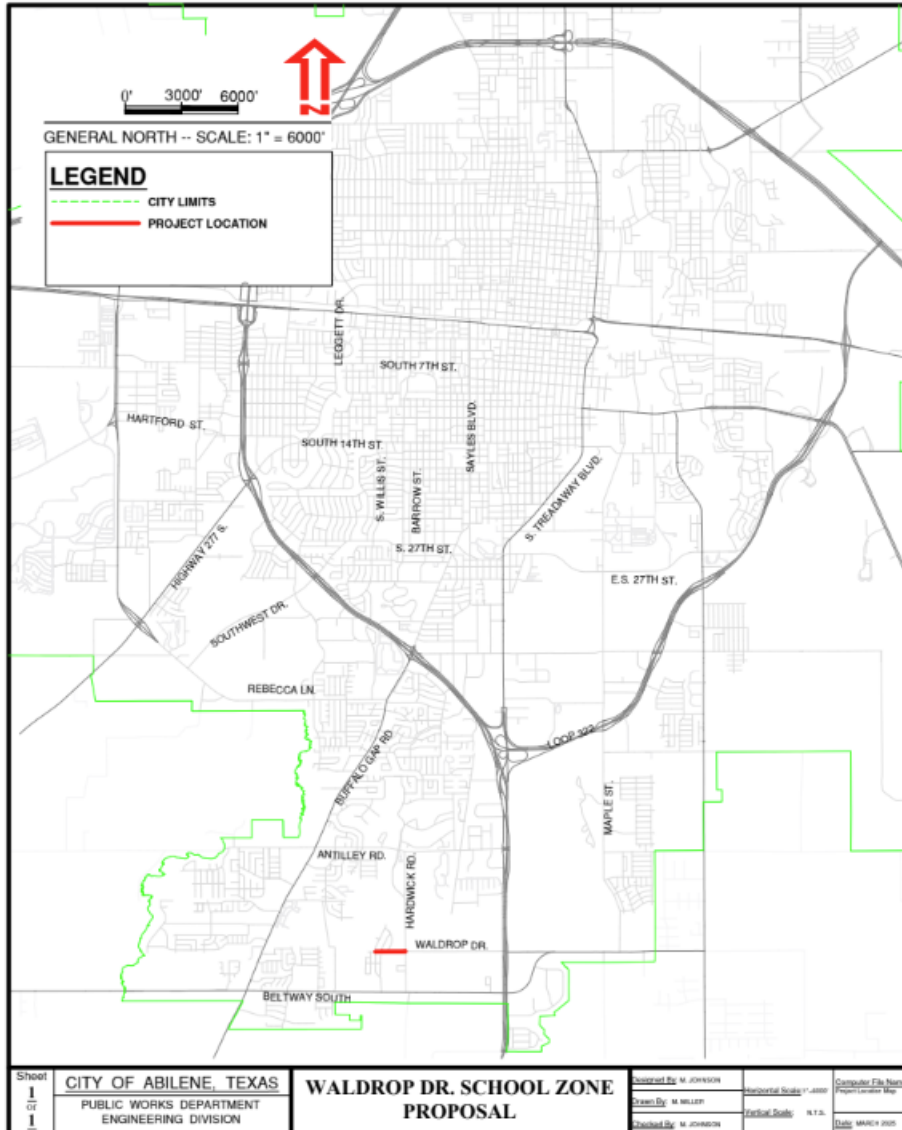
Amending Chapter 18 of the Abilene Municipal Code

- Creates school zone for Wylie West Elementary on Waldrop Dr.
- New school zone extends between Tuscany Drive to Hardwick Road
- School zone slows traffic to 20 mph during designated times on school days





Amending Chapter 18 of the Abilene Municipal Code



- Located in South Abilene
- Proposed new school zone at Wylie West Elementary – Waldrop Dr.





Amending Chapter 18 of the Abilene Municipal Code

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **19. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Addition of Downtown Parking Program Fees and Downtown Parking Stamp Program Fees to the City of Abilene Fee Ordinance (*Max Johnson*)

GENERAL INFORMATION

This agenda item adds associated fees for the new Downtown Paid Parking Program into the City's Fee Schedule. The first 2 hours of parking in a designated Paid Parking Program lot are free (no charge). Parking between 2 hours and 3 hours and 59 minutes has a charge of \$5.00.

Parking between 4 hours and 5 hours and 59 minutes has a charge of \$9.00. Parking between 6 hours and 8 hours and 59 minutes has a charge of \$13.00. Parking between 9 hours and 23 hours and 59 minutes has a charge of the daily rate of \$20.00. Once parking exceeds 24 hours, the parking rate resets and begins charging in increments up to the daily rate of \$20.00. There is a 3-day maximum for parking in a Paid Parking Program lot. Violators of this 3-day limit are subject to tow at owner's expense.

Secondly, this agenda item adds the fee for the Downtown Parking Stamp Program into the City's Fee Schedule. The charge for a sheet of parking stamps is \$10.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Ordinance Downtown Parking Program and Stamps
2. Redline Abilene Fee Schedule 4-4-2025
3. Adding Items to Abilene Fee Schedule Presentation 4-14-2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 37-2024 AND ADOPTING FEES AND CHARGES FOR THE DOWNTOWN PARKING PROGRAM AND THE DOWNTOWN PARKING STAMP PROGRAM, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 37-2024 ("Fee Ordinance") on August 8, 2024 setting fees and charges commencing on October 1, 2024; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to add downtown parking program and downtown parking stamp fees.

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PASSED ON FIRST READING on the 10th day of April, 2025.

After passage on first reading, a notice of the time and place 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. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 24th
day of April, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Fee/Permit	Item/Cost	Current	
TRAFFIC & TRANSPORTATION	City Ordinance Parking violations:		
Parking	*Amounts listed below are the minimum fines, unless a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below do not include \$14 Local Consolidated Fee and \$5 Child Safety Fund fee (see Municipal Court section). Amounts also exclude State portion of fines and fees. Fees subject to change in accordance with state law.		
	Exceeding posted time limit, first offense within 30-day period	\$6.00	
	Exceeding posted time limit, second offense within 30-day period	\$26.00	
	Exceeding posted time limit, third offense within 30-day period	\$51.00	
	Exceeding posted time limit, fourth and all subsequent offenses within 30-day period	\$101.00	
	Parking in a school zone, first offense	\$26.00	
	Parking in a school zone, second offense	\$51.00	
	Parking in a school zone, third offense	\$76.00	
	Parking in a red zone	\$144.00	
	All other parking violations	\$21.00	
	<i>Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed \$500.00 for each offense.</i>		
	Boot fee	\$25.00	
	Construction parking permit: Per vehicle per day (Monday-Friday)	\$3.00	
	Parking lot lease: Each space, per month varies by lot	\$10.00 to \$20.00	
Downtown Parking	Downtown parking stamps per sheet	\$10.00	
Paid Parking Program	Fee for 0 - 1 hour 59 minutes	\$0.00	
	Fee for 2 - 3 hours 59 minutes	\$5.00	
	Fee for 4 - 5 hours 59 minutes	\$9.00	
	Fee for 6 - 8 hours 59 minutes	\$13.00	
	Fee for 9 or more hours	\$20.00	
	Daily Rate	\$20.00	
Resident Only Parking Program	Application fee	\$50.00	
	Installation of Resident Parking Only sign, each	\$200.00	
	Resident Only Parking Permit, each	\$5.00	
	Guest pass, each	\$5.00	
	Replacement Parking Permit	\$5.00	
Tree Trimming	Administrative fee	\$250.00	
Housing Moving Permit	House moving permit	\$200.00	
	If passing under a traffic control device per permit	add \$50.00	
	If a traffic control device must be moved	add \$150.00	
	After hours and Saturdays	add \$160.00	
	Rescheduling Fee	\$100.00	
	Failure to procure permit	\$500.00	
	No moving permits granted for Sundays		



Downtown Parking Program

- Available for purchase by downtown business owners in Accounting at City Hall for \$10.00 for 10 stamps
- If a customer is issued a parking citation for exceeding the posted time limit, a business owner may issue the customer a stamp to apply to the parking citation. Customer presents the stamped citation to Municipal Court where it is evaluated for dismissal.
- Stamps apply to citations only and can not be applied to downtown parking fees





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **20. Ordinance (Final Reading) Z-2025-07:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Amend the Terms and Conditions of a Planned Development District (PDD-181). Specifically, to Add Approximately 31.0 Acres of Land Zoned Agricultural Open (AO) to Lot Three and Approximately 28.58 Acres of Land Zoned AO to Lot One, Both Being Subject to Respective Zoning Requirements. Located at 5614 Spinks Road and 773 and 723 FM 2404. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property was annexed in 2025 and zoned as Agricultural Open per the LDC requirements. The owner proposes to incorporate this property into existing Planned Development district to the west (PDD-181).

Lancium intends to incorporate the property within lot 3 of the initially approved conceptual plan to extend the Industrial uses further west.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. ordinance
2. Staff Report
3. Concept Plan
4. 133 Loma Vista
5. 7802 Spinks Rd
6. 5613 Spinks Rd
7. 237 Loma Vista
8. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 10th day of April, 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 14th day of March, 2025, 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 24th day of April, 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 24th day of April, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Request: Amend the terms and conditions of a Planned Development District (PDD-181). Specifically, to add approximately 31.0 acres of land zoned Agricultural Open (AO) to lot three and approximately 28.58 acres of land zoned AO to lot one, both being subject to the respective zoning requirements.

Location: Located at 5614 Spinks Road and 773 and 723 FM 2404.

Legal Description

31.0 acres being added to lot three as described below:

BEING 15.00 acres of land out of Section 55, Block 16, T & P RR. Co. Surveys, Taylor County, Texas, said 15.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 15.00 acre tract conveyed to Texas Diesel Tuning, LLC, in Document No. 2023-08639, Official Public Records, Taylor County, Texas, said 15.00 acres being more particularly described as follows:

BEGINNING at a mag nail found in Spinks Road at the southwest corner of said 31.00 acre tract, for the southwest corner of this tract, whence a recovered 3/8" rebar for reference on the southwest side of Spinks Road bears S67°22'W 13.5 feet and from said mag nail set, a 3" wood post on the northeast side of said Spinks Road bears N37°27'E 35.0 feet;

THENCE N12°27'00"W 795.49 feet, along said Spinks Road and with the west line of said 31.0 acre tract, to a mag nail found at the northwest corner of said 31.0 acre tract and a southwest corner of a called 191.18 acre tract of record in Document No. 2021-25949, Official Public Records, Taylor County, Texas, for the northwest corner of this tract, whence a recovered 3/8" rebar for reference on the east side of said Spinks Road bears S89°11'01"E 18.9 feet;

THENCE S89°11'01"E 932.69 feet, with the north line of said 31.0 acre tract and a south line of said 191.18 acre tract, to a 3/8" rebar found at the northwest corner of a called 16.00 acre tract, recorded in Document No. 2023-08639, Official Public Records, Taylor County, Texas, for the northeast corner of this tract;

THENCE S00°21'54"W 774.84 feet to a mag nail found in said Spinks Road on the south line of said 31.0 acre tract, at the southwest corner of said 16.00 acre tract, for the southeast corner of this tract, whence a 3/8" rebar found for reference on the north side of Spinks Road bears N00°21'54"E 30.0 feet;

THENCE N89°08'31"W 756.25 feet, with the south line of said 31.0 acre tract and along said Spinks Road, to the place of beginning and containing 15.00 acres of land.

BEING 16.00 acres of land out of Section 55, Block 16, T & P RR. Co. Surveys, Taylor County, Texas, said 16.00 acres being part of a 31.0 acre tract conveyed to Julian Agapito Garza, III, in Document No. 202001334, Official Public Records, Taylor County, Texas and being all of that same 16.00 acre tract conveyed to Brianna Elizabeth Valenzuela and spouse, Nathan Valenzuela, in Document No. 2023-08937, Official Public Records, Taylor County, Texas said 16.00 acres being more particularly described as follows:

BEGINNING at a mag nail found in Spinks Road on the south line of said 31.00 acre tract, at the southeast corner of a called 15.00 acre tract, recorded in Document No. 202001334, Official Public Records, Taylor County, Texas, for the southwest corner of this tract, whence a 3/8" rebar

found for reference on the north side of Spinks Road bears N00°21'54"E 30.0 feet and from said mag nail found, another mag nail found at the southwest corner of said 31.00 acre tract bears N89°08'31"W 756.25 feet;

THENCE N00°21 '54"E 774.84 feet to a 3/8" rebar found on the north line of said 31.0 acre tract and a south line of a called 191.18 acre tract of record in Document No. 2021-25949, Official Public Records, Taylor County, Texas, at the northeast corner of said 15.00 acre tract, for the northwest corner of this tract;

THENCE S89°11'01 "E 898.75 feet, with the north line of said 31.0 acre tract and a south line of said 191.18 acre tract, to a 3/8 " rebar found at the northeast corner of said 31.0 acre tract and an interior corner of said 191.18 acre tract, for the northeast corner of this tract;

THENCE S00°21'54"W 775.49 feet, with the east line of said 31.0 acre tract and a west line of said 191.18 acre tract, to a mag nail found in said Spinks Road at the southeast corner of said 31.0 acre tract and an exterior corner of said 191.18 acre tract, for the southeast corner of this tract, whence a 3/8" rebar found for reference on the north side of Spinks Road bears N00°21 '54"E 30.0 feet;

THENCE N89°08'31 "W 898.75 feet, with the south line of said 31.0 acre tract and along said Spinks Road, to the place of beginning and containing 16.00 acres of land.

28.58 acres being added to lot one as described below:

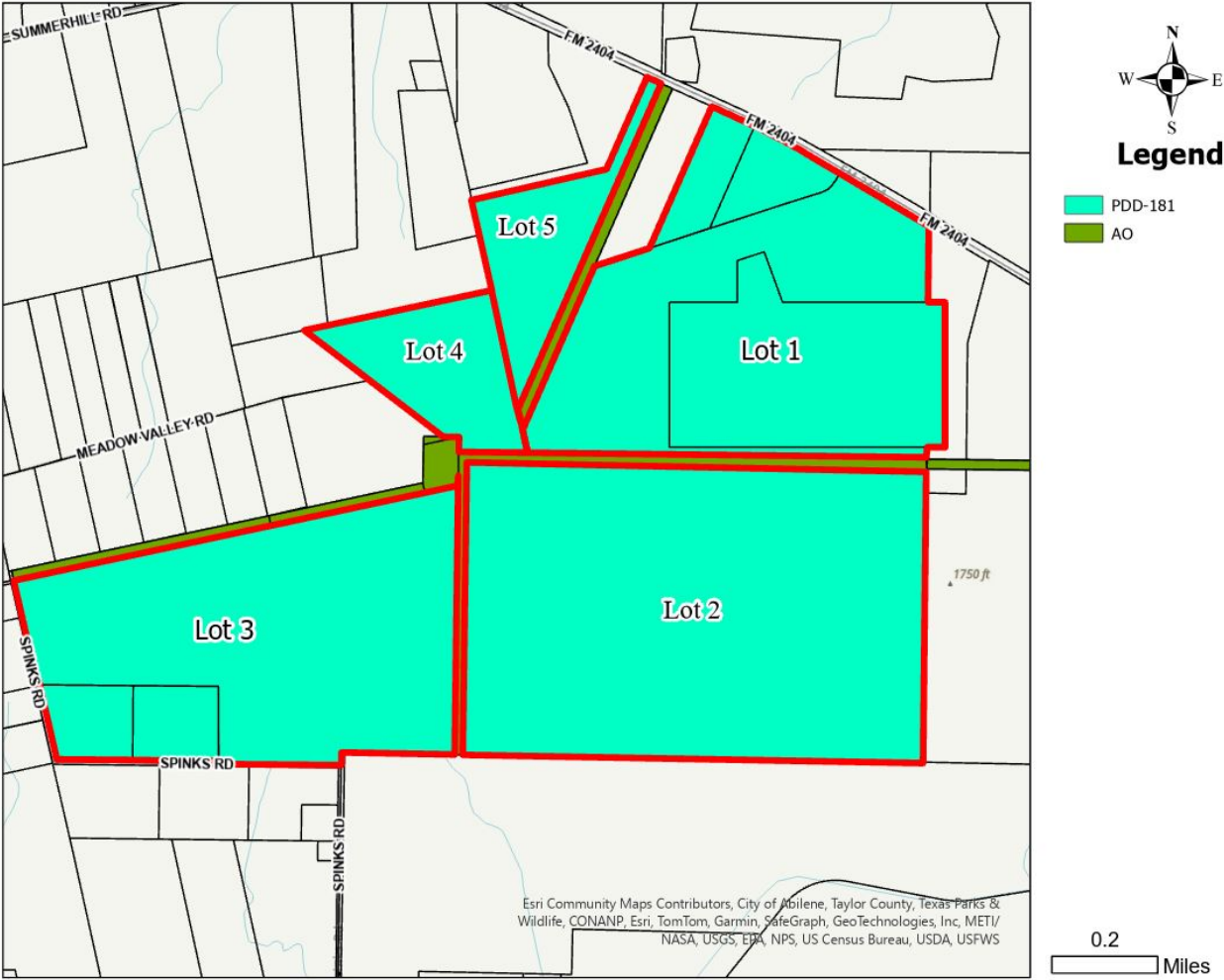
BEING 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Abstract No. 1143, Taylor County, Texas, and the Alexander Thompson Survey No. 20, Abstract No. 1415, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being all of that same 14.229 acre tract described in Instrument No. 202008951, Official Public Records, Taylor County, Texas.

BEING 14.29 acres out of Section 54, Block 16, T. & P. RR. Company Surveys, Taylor County, Texas and the Alexander Thompson Survey No. 20, Taylor County, Texas, said 14.29 acres being part of a 1042.26 acre tract described as Tract One in Instrument Number 201916436, Official Public Records, Taylor County, Texas and being that same 14.29 acre tract described in Instrument No. 202013330, Official Public Records, Taylor County, Texas

[illegible]

EXHIBIT B

Conceptual Plan



ZONING CASE

Z-2025-07

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 1, 2025
City Council 1st Reading: April 10, 2025
City Council 2nd Reading: April 24, 2025

Applicant

Lancium Abilene, LLC

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 59.58 acres from Agricultural Open (AO) to Planned Development District 181 (PDD-181).

Location

Located at 5614 Spinks Rd.

Background

The subject property was annexed in 2025 and zoned as Agricultural Open per the LDC requirements. The owner proposes to incorporate this property into existing Planned Development district to the southeast (PDD-181).

Lancium intends to incorporate the property within lots 1 and 3 of the initially approved conceptual plan to extend the Industrial uses further west.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	NA	Industrial (ETJ)
East	NA	Industrial (ETJ)
South	NA	Residential (ETJ)
West	NA	Residential (ETJ)

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.**

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

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

This property has been platted. New utility connections are being constructed in the area in accordance with the LDC to serve the property.

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

None known.

P&Z Recommendation

Planning & Zoning Commission recommends **approval**.

Attachments

- PowerPoint Presentation
- Concept plan

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on March 17th, 2025, 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
BAUCUM CHARLES	5613 SPINKS RD	36763	O
CYCHOSZ DENISE M & JOSEPH J	237 LOMA VISTA	70117	O
CYCHOSZ JOSEPH & DENISE M		36636	
KENNEDY REVOCABLE TRUST		67776	
MENDLER FRED & ARLENE	133 LOMA VISTA	69755	O
PINE STREET SALVAGE	150 Y CR 660	48739	
PINE STREET SALVAGE		43093	
RICHARDSON FRANK RAY		70855	
Lancium Abilene LLC	5502 SPINKS RD	1093721	
Lancium Abilene LLC	723 FM 2404	1062111	
Lancium Abilene LLC	815 FM 2404	1062207	
Lancium Abilene LLC		1062951	
Lancium Abilene LLC	615 FM 2404	1093719	
Lancium Abilene LLC		1089582	
Lancium Abilene LLC		1061063	

NOTIFICATION MAP



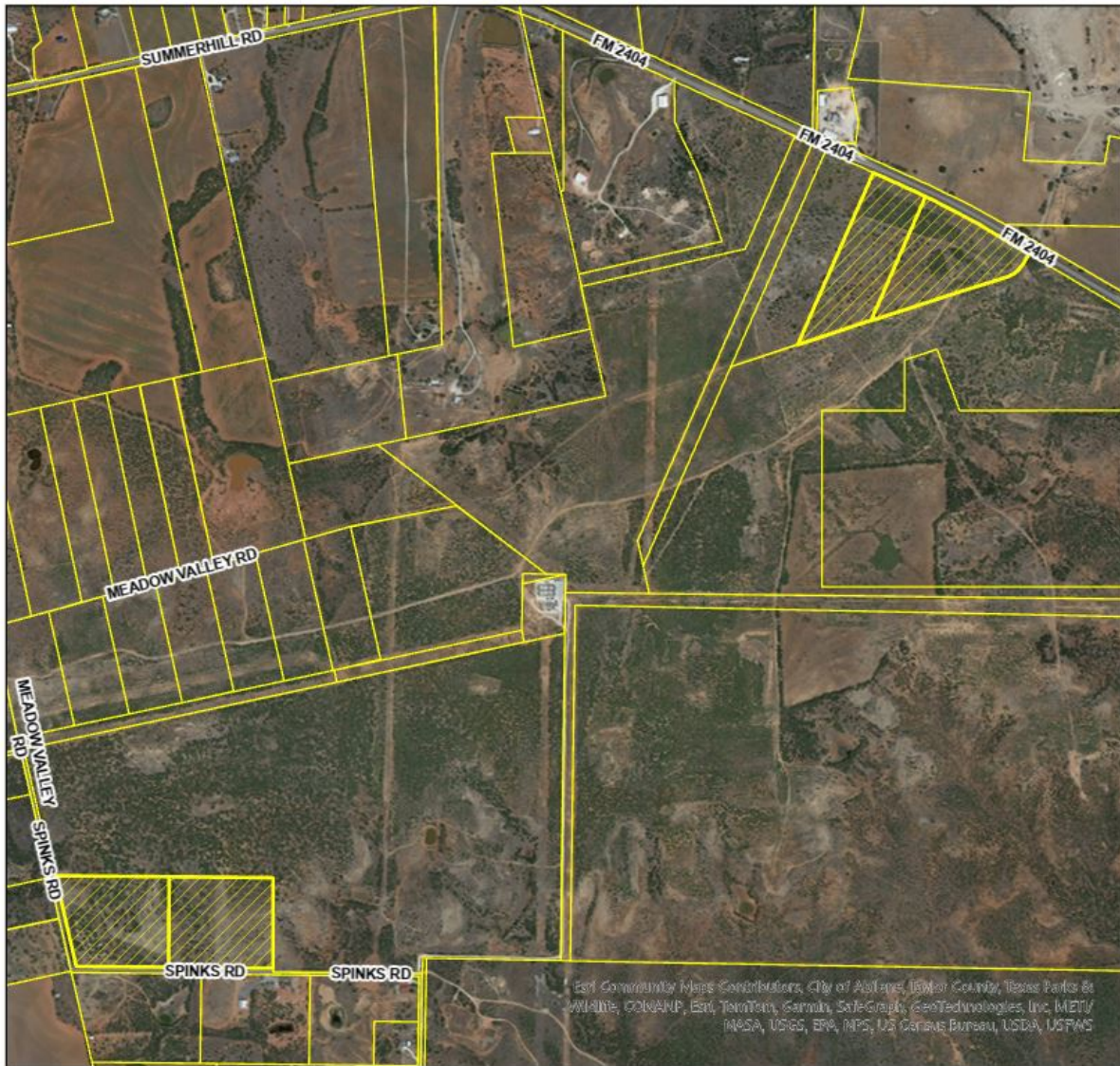
Legend

- Notification Buffer
- Z-2025-07

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Miles

LOCATION MAP



Legend

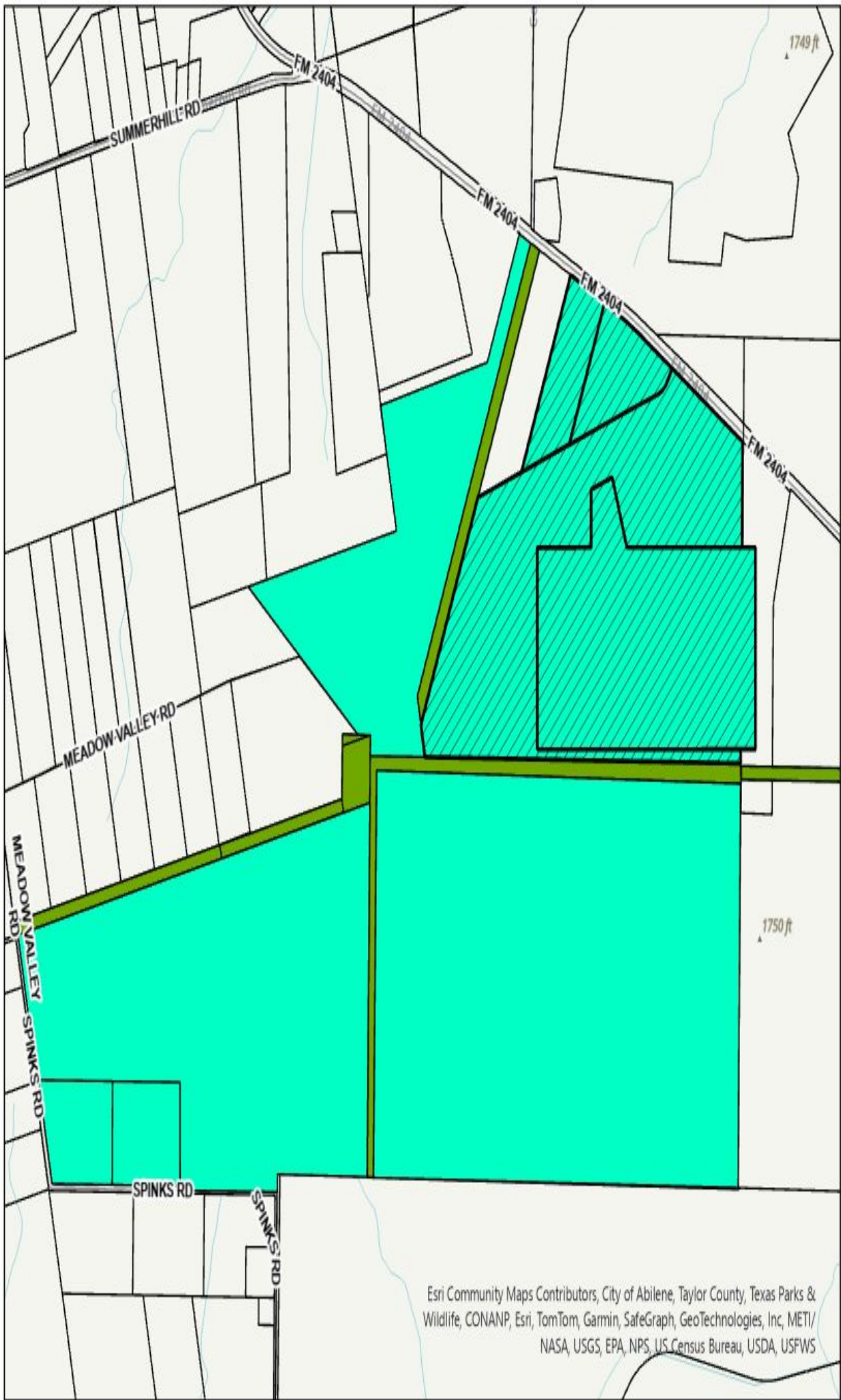
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ZONING MAP



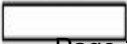


Legend

-  Heavy Industrial Use
-  PDD-181
-  AO

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 Miles



Holland, Adam <adam.holland@abilenetx.gov>

[Planning] Z-2025-07

'Arlene Mendler' via Planning Services <planning@abilenetx.gov>

Wed, Mar 26, 2025 at 7:56 AM

Reply-To: Arlene Mendler <amendler@smabitx.com>

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

Fred & Arlene Mendler

[6049 Spinks Road](#)

133 Loma Vista

We are OPPOSED to the request – Z-2025-07

Arlene Mendler

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You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion visit [https://groups.google.com/a/abilenetx.gov/d/msgid/planning/](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CO1PR06MB8188A370DCFC85F6AB67F2FBD5A62%40CO1PR06MB8188.namprd06.prod.outlook.com)

[CO1PR06MB8188A370DCFC85F6AB67F2FBD5A62%40CO1PR06MB8188.namprd06.prod.outlook.com](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CO1PR06MB8188A370DCFC85F6AB67F2FBD5A62%40CO1PR06MB8188.namprd06.prod.outlook.com).

[Planning] Z- 2035-07. Lancium

Tony Boob <tonycboob@gmail.com>

Mon, Mar 24, 2025 at 5:15 PM

To: planning@abilenetx.gov

I reside and own the property at 7802 Spinks Road. I was made aware of the rezoning request recently. I am in opposition to any further expansion in our area off Spinks Road. I do think the decision has already been made however, as I drove by the area and the land has been cleared, dirt work being finished and some road stones down already making it hard to envision the move from AO has not already started prior to the zoning meeting.

The biggest concern I have is the intense and steady traffic of heavy thru trucks all around that area to include the west side of Spinks Road used as a "cut over" for both large trucks and workers. Speeding, littering and damage to county roads have subsequently occurred on a consistent basis.

Again, not against progress and fully understand the City is looking at increased tax revenues in a few years from the project. Reality is this project has virtually destroyed our quiet country living. Not sure this was the best location as well as entrance and egress routes fully thought through well ahead of this massive project. I can't help but seeing property values dropping in our area and selling of properties being a challenge. This will additionally have devastating impacts to those who will try and sell their homes and move. The impacts to the road surfaces appears to be pretty intense and Abilene already struggles with its road improvements and maintenance without adding more to their improvement list.

I would suggest board members pause and go sit at the Hayter/I20 overpass one morning to first hand see the sheer volume of trucks and traffic headed to the construction site. This pace has been going on for months with no end in site. Our county commissioner, Kyle Kendrick, has been very helpful as well as our Sheriff's Dept.

Growth and development is inevitable- location of this development is the biggest issue and resulting impacts to citizens negatively impacted.

Thank you for time and attention on this matter.

Tony Boob
7802 Spinks Road
Abilene Texas 79603

Sent from my iPhone

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BAUCUM CHARLES
5613 SPINKS RD
ABILENE, TX 79601-9325

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-07

March 13, 2025

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **April 1, 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. This request is to amend the terms and conditions of a Planned Development District (PDD-181). Specifically, to add approximately 31.0 acres of land zoned Agricultural Open (AO) to lot three and approximately 28.58 acres of land zoned AO to lot one, both being subject to respective zoning requirements. Located at 5614 Spinks Road and 773 and 723 FM 2404. Legal description being 31.0 acres out of Survey 55 T&P Railway Company and 28.58 acres out of Survey 54 T&P Railway Company, Block 16, Abilene, Taylor County, Texas. The property is currently zoned Agricultural Open (AO), and the request is to change the zoning to Planned Development District 181 (PDD-181).

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

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **April 24, 2025, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-07

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: 1061063, 1062951,
1089582, 1062111
Requestor's Property Zoning: AO
Requestor's Proposed Zoning: PDD-181

Your Name: BAUCUM CHARLES
Your Property Address: 5613 SPINKS RD
Your Parcel ID: 36763

I am in favor of the request ☐

I am opposed to the request ☒

Signature: 



Holland, Adam <adam.holland@abilenetx.gov>

[Planning] Case # Z-2025-07

Denise Cychosz <dmcychosz@gmail.com>
To: planning@abilenetx.gov

Tue, Mar 25, 2025 at 7:18 PM

Cychosz Denise M & Joseph J
Property: [237 LOma Vista Abilene Tx 79601](#)
Your Parcel ID: 70117

WE are opposed to the request...
Requestors parcel ID: 1061063, 1062951, 1089582, 1062111

Requestors property zoning: AO

Requestors proposed zoning: PDD-181

Signed: Denise M. Joseph J Cychosz

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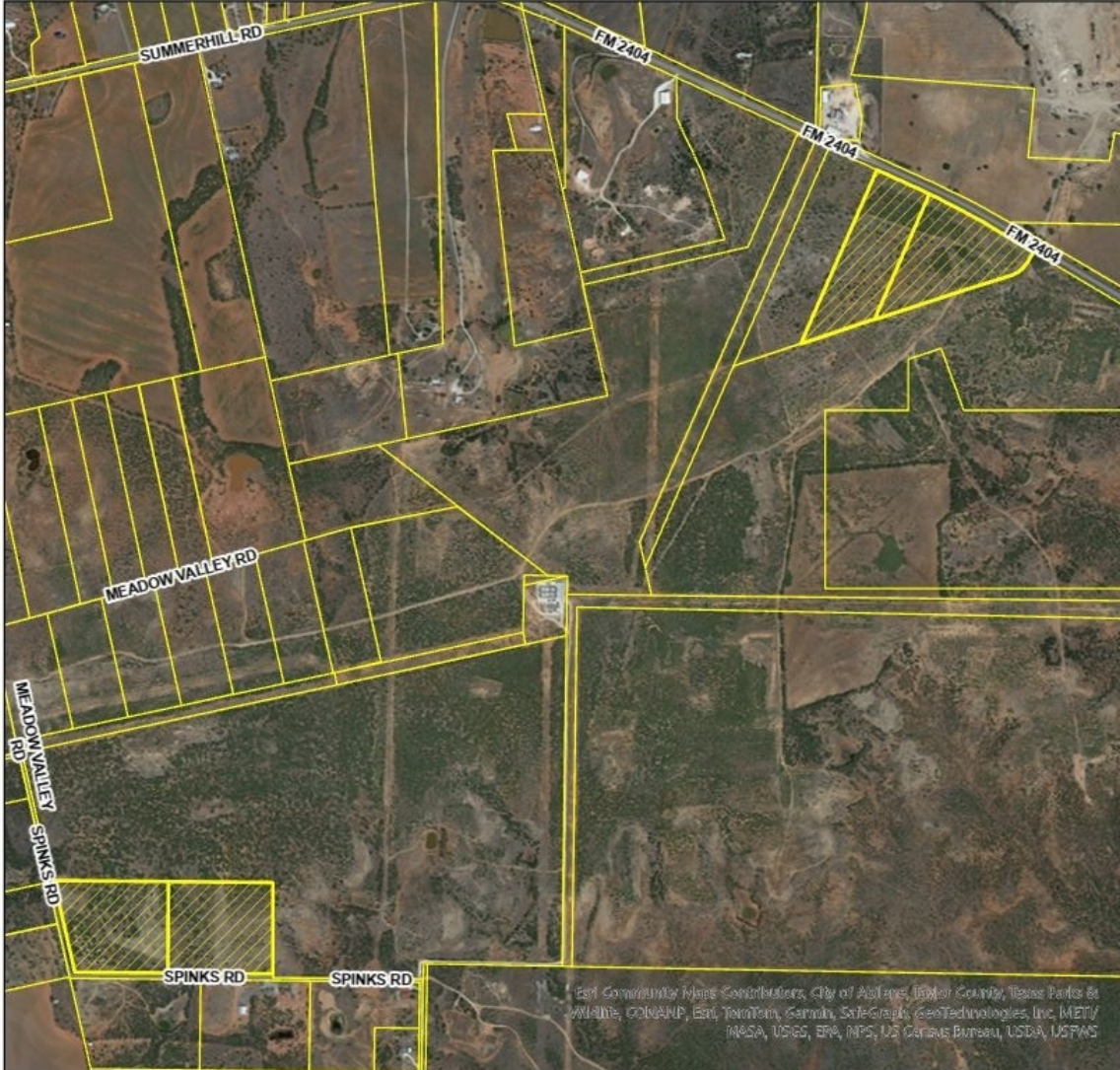
REZONE REQUEST

Case:	Z-2025-07
Owner:	Lancium Abilene, LLC
Requests:	Change the zoning of approximately 59.58 acres from Agricultural Open to Planned Development District (PDD-181).
Location:	5614 Spinks Rd.
Notification:	0 in Favor, 3 in Opposition
Planning & Zoning:	April 1, 2025
Council Hearing:	April 10, 2025 April 24, 2025





AERIAL LOCATION MAP

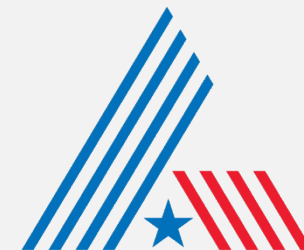


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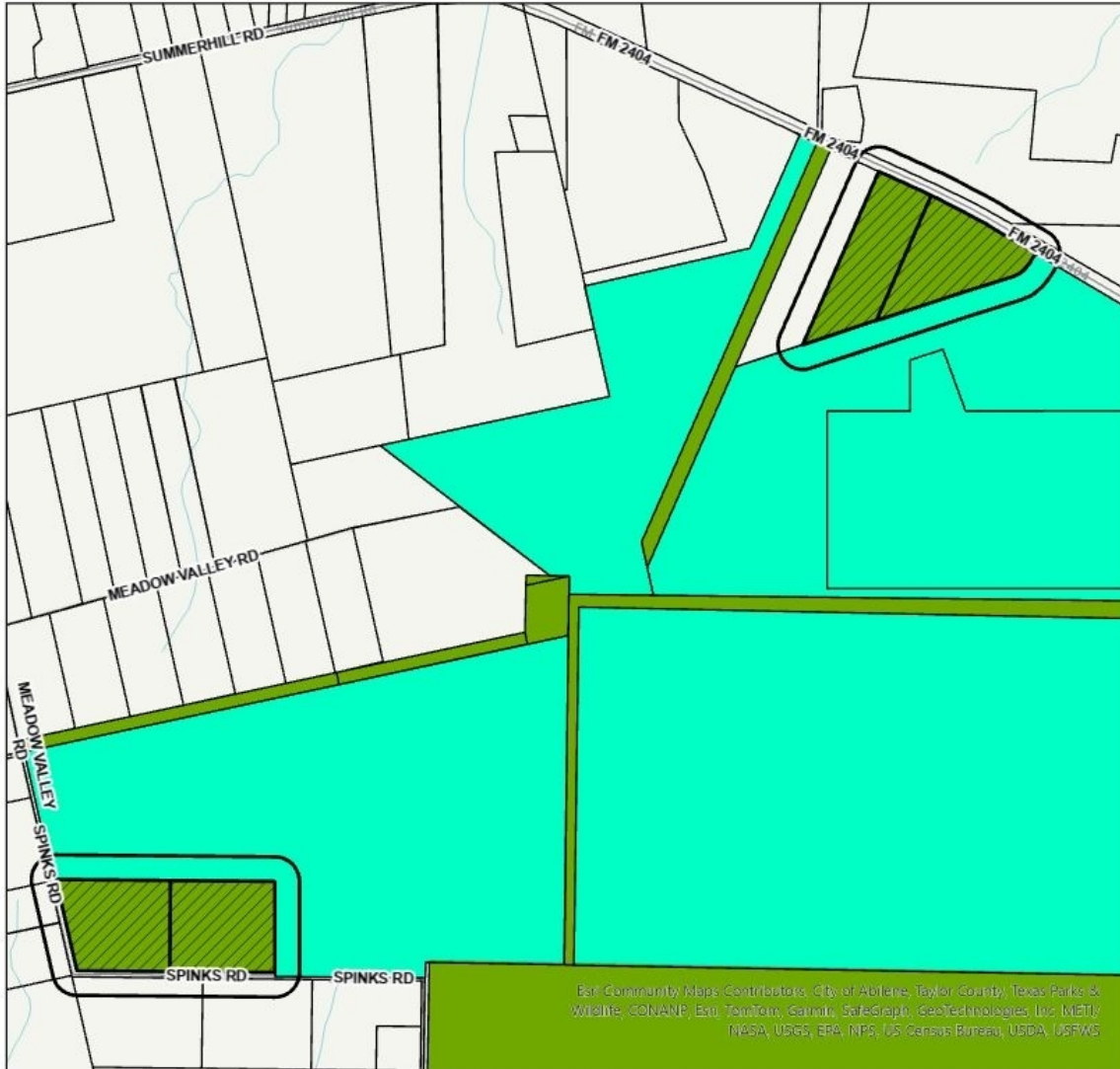
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CITY OF
ABILENE
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ZONING MAP

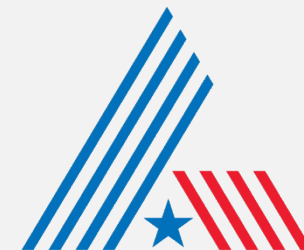


Legend

- Notification Buffer
- Z-2025-07
- AO
- PDD-181

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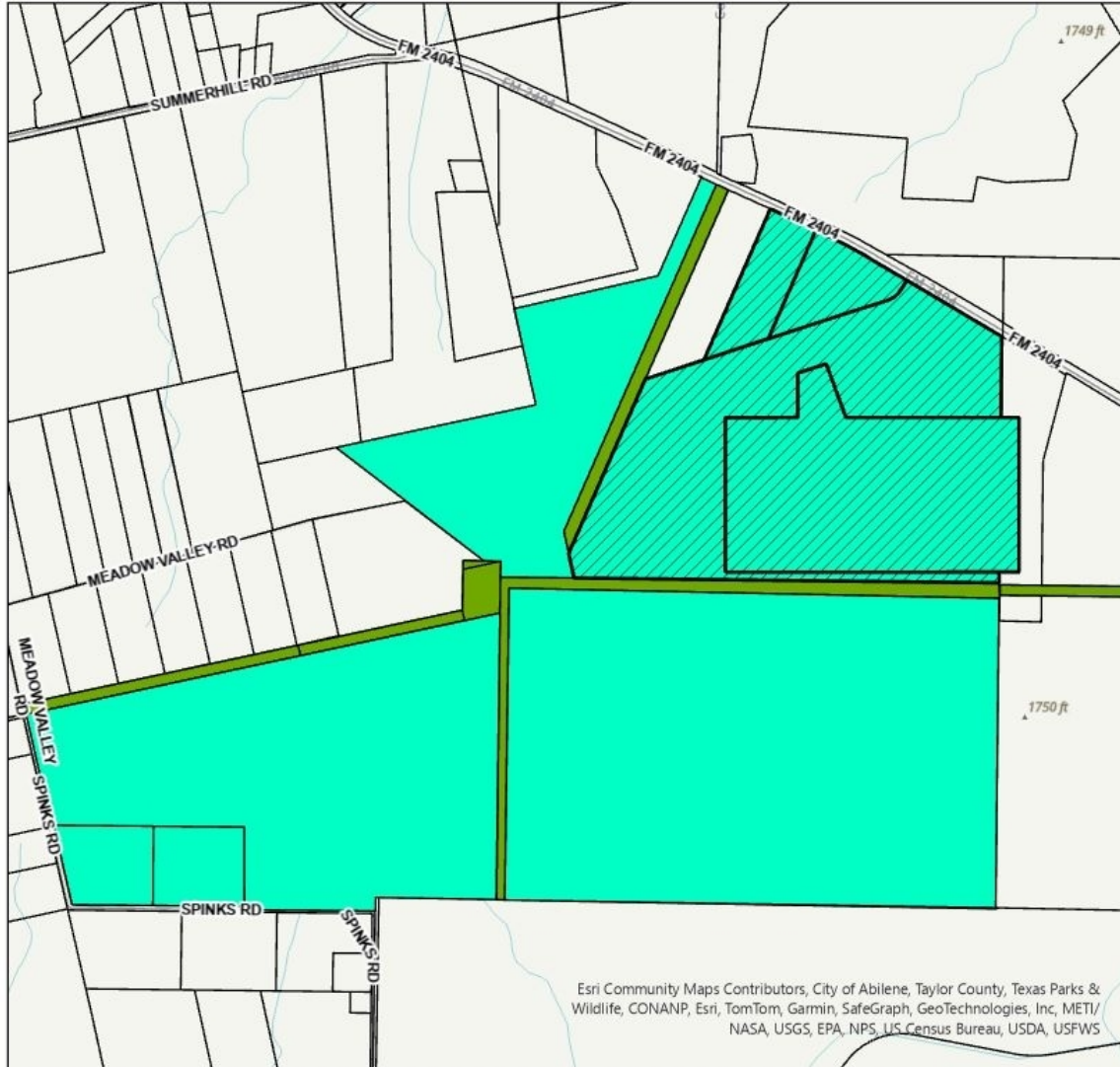


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CONCEPT PLAN



Legend

- Heavy Industrial Use
- PDD-181
- AO

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ABILENE
TEXAS



PROPERTY VIEWS

East neighboring property



South neighboring property



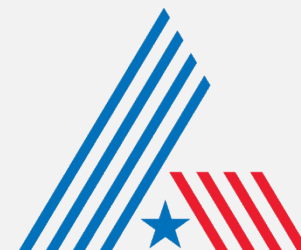
Subject property



South neighboring property



Subject property



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PROPERTY VIEWS (CONT.)

West neighboring
property



North neighboring
property



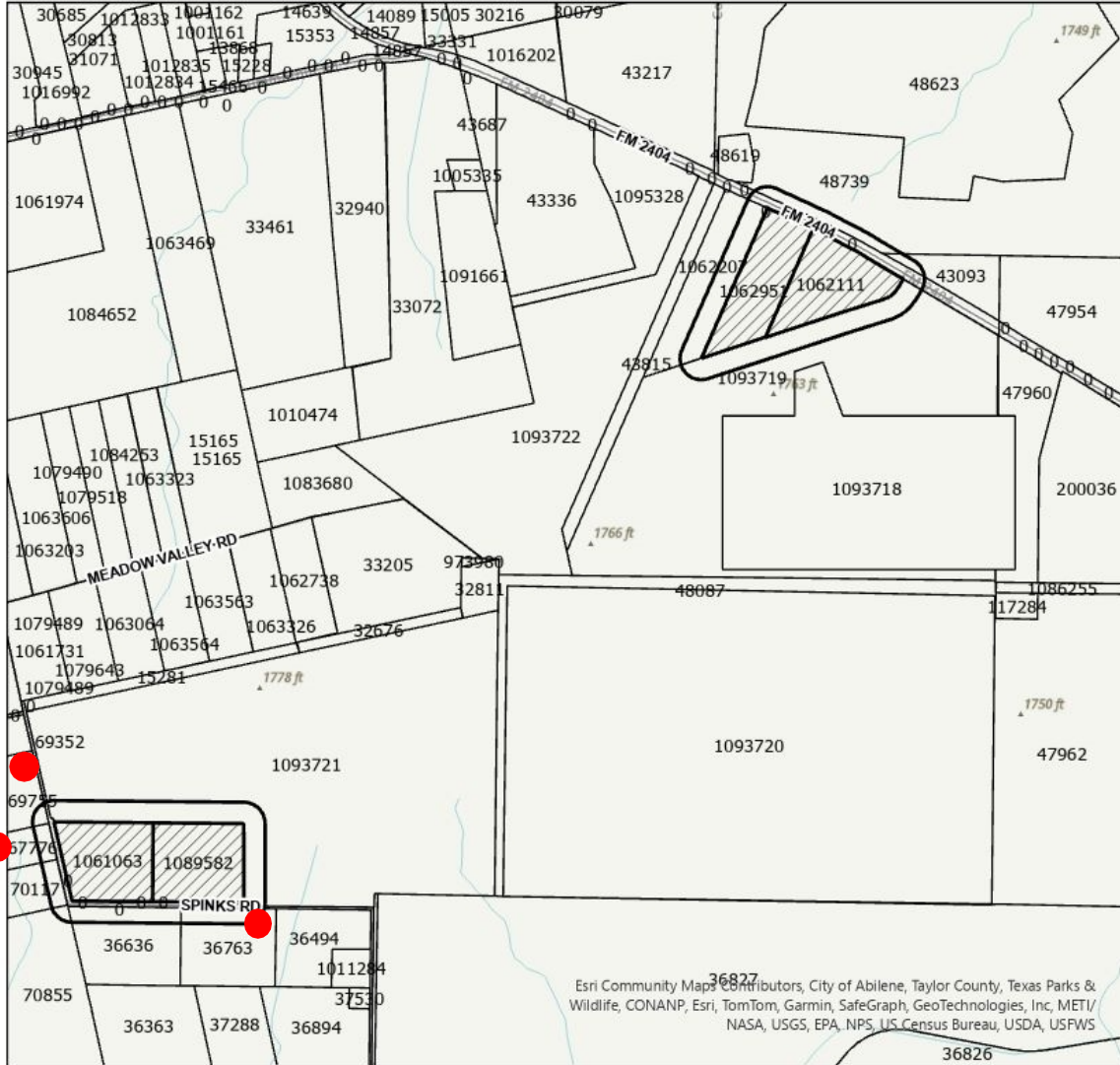
Subject property



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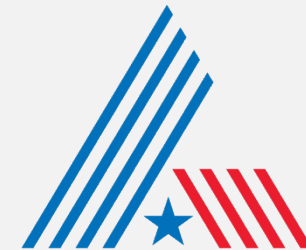


NOTIFICATION AREA MAP



Notification Buffer
Z-2025-07

0- In Favor- ●
3- Opposed- ●
8.46% Opposition



CITY OF
ABILENE
TEXAS

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FINDINGS AND RECOMMENDATION

The request is consistent with:

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

P&Z Recommendation: Approval





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/24/2025

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 21. 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. CWS Investments, Inc. v. City of Abilene, City of Abilene Board of Building Standards; Cause No. 52138-A, In the 42nd Judicial District Court, Taylor County, Texas, filed March 25, 2025

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)

1. DCOA Project Surf

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None