City of Abilene
City Council Agenda

Brian Yates, Mayor Pro-tem
Blaise Regan, Deputy Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, Council Member
Mindy Patterson, City Manager

Weldon Hurt, Mayor

Kyle McAlister, Council Member
Travis Craver, 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 June 12, 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 Brian Yates

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Ryan King - 20 Years - Zoo

3. **Proclamation:**

- Elder Abuse 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.

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 22, 2025 ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Contracts with Accurate Air Solutions, LLC. and Black Plumbing Services, LLC. for Plumbing Services ***(Lesli Andrews)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Intervention in AEP's Rate Filing Application through Cooperation with Cities Served by AEP Texas and Finding City's Reasonable Rate Case Expenses Shall be Reimbursed ***(Marjorie Knight)***

7. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval to Support the Emergency Purchase of Various Products and Services from Vendors Regarding the City's Cyber Attack Event ***(Troy Swanson)***

8. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services from Computer Task Group (CTG), Inc. through Texas DIR-CPO-5587 Contract ***(Troy Swanson)***

9. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional and Implementation Services for Tyler Municipal Justice from Tyler Technologies, Inc. through the Sourcewell Contract 060624-TTI ***(Troy Swanson)***

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Contract with Dowtech Specialty Contractors for the HWTP VFD Replacement Project ***(Matthew Dane)***

11. **Ordinance (First Reading) CUP-2025-09:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow a Freight Container Within General Retail (GR) Zoning. Located at 6410A Buffalo Gap Road ***(Tim Littlejohn)***

12. **Ordinance (First Reading) CUP-2025-10:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit (CUP) to Allow for a Social Organization within Medium Density (MD) Zoning. Located at 1726 Swenson Street ***(Tim Littlejohn)***

13. **Ordinance (First Reading) CUP-2025-11:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit (CUP) to Allow for Ambulance Services within General Retail (GR) Zoning. Located at 3301 S 14th St Suite 34A ***(Tim Littlejohn)***

14. **Ordinance (First Reading) Z-2025-10:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Rezone Approximately 12.5 Acres from Agricultural Open (AO) to Patio Home (PH) Located at the 3400-3500 blocks of Maple Street ***(Tim Littlejohn)***

15. **Ordinance (First Reading) Z-2025-11:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Rezone Approximately 0.32 Acres from

Medium Density (MD) to Heavy Industrial (HI). Located at 1233 and 1241 Cherry Street. ***(Tim Littlejohn)***

16. **Ordinance (First Reading) Z-2025-12:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.31 Acres from General Retail (GR) to General Commercial (GC). Located at 1801 Grape Street ***(Tim Littlejohn)***

17. **Ordinance (First Reading) Z-2025-13:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owners to Amend the Terms and Conditions of a Planned Development District (PDD-177), Specifically to Allow Residential Single-Family Uses with Alternative Lot Dimensions. Located along Jolly Rogers Road ***(Tim Littlejohn)***

18. **Ordinance (First Reading) Z-2025-14:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owners to Amend the Terms and Conditions of a Planned Development District (PDD-104), Specifically to Allow for Multi-Family (MF) Base Zoning in Tract 5. Located Along East South 27th Street ***(Tim Littlejohn)***

19. **Ordinance (First Reading) Z-2025-15:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owners to Rezone Approximately 11.25 Acres from Agricultural Open (AO) and Planned Development (PDD-120) to Multi Family (MF). Located at 1717 Musgrave Boulevard ***(Tim Littlejohn)***

20. **Ordinance (First Reading) Z-2025-16:** 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-188), Specifically, to Reduce the Interior Side Yard Setback to 5 Feet. Located at 894-970 Minda St and 933-985 Hailey St. ***(Tim Littlejohn)***

21. **Ordinance (First Reading) Z-2025-17:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Rezone Approximately 2.06 Acres from Agricultural Open (AO) to Multi-Family (MF). Located at 5233 Old Andy Street. ***(Tim Littlejohn)***

22. **Ordinance (First Reading) Z-2025-18:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Rezone Approximately 12.96 Acres from Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O) to Neighborhood Retail (NR) and General Retail (GR). Located at 6817X Horse Head Crossing ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

23. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Consider And Approve An Ordinance Authorizing The Issuance Of City Of Abilene, Texas, Combination Tax And Limited Surplus Revenue Certificates Of Obligation; Establishing Procedures And Delegating Authority For The Sale And Delivery Of The Certificates; Providing An Effective Date; And Enacting Other Provisions Relating To The Subject ***(Marjorie Knight)***

EXECUTIVE SESSION

24. **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. Bouldin Pat Crofton v. City of Abilene, Board of Building Standards; Cause No. 52175-A, In the 42nd Judicial Court, Taylor County, Texas; filed May 9, 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. Project Surf

RECONVENE

REGULAR AGENDA

25.
Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter ***(Shawna Atkinson)***

- Neighborhood Services Advisory Board
- Senior Citizens Advisory Board

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 6th day of June, 2025, at 10:00 a.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 22, 2025 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on May 22, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 05-22-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING
May 22, 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 May 22, 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 Brian Yates, Deputy Mayor Pro-tem Blaise Regan, and Councilmembers Shane Price, Lynn Beard, Kyle McAlister, and Travis Craver. Also present were City Manager Mindy Patterson, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Kyle McAlister led the invocation.

Memphis Harris, kindergartner, Kingsley Harris, second grader, Hess McSherry, second grader, and Scotland Pringle, fourth grader, all from Purcell Elementary, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

Mayor Hurt acknowledged the passing of long-time employee Becky Windham who had worked for the City of Abilene for almost 54 years. Becky worked as the Accountant in Finance and will be deeply missed.

PUBLIC COMMENTS

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

- Pete Acosta
- Tammy Fogle

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

CONSENT AGENDA

Councilmember McAlister moved to approve the consent agenda consisting of 2, 3 and 5-8. Mayor Pro-tem Yates seconded the motion. Motion carried.

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

2. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 8, 2025, and the Special Meeting Held on May 12, 2025

3. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the License Agreement with Environmental Systems Research Institute, Inc (ESRI)
[ASSIGNED RESOLUTION NO. 89-2025]

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Exerplay, Inc for the Playground at Carver Park
[ASSIGNED RESOLUTION NO. 91-2025]

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Chowning Realty LLC for 2742 S 10th St.
[ASSIGNED RESOLUTION NO. 92-2025]

7. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2534 Polaris Dr. Reconstruction Project to Epic Construction Co.
[ASSIGNED RESOLUTION NO. 93-2025]

8. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2539 Workzone Project S7 (Lytle Estates) to J.H. Strain & Sons, Inc.
[ASSIGNED RESOLUTION NO. 94-2025]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting the Plum the Peacock, Turtles, and Giving Tree Sculptures as part of the City of Abilene Sculpture Collection
[ASSIGNED RESOLUTION NO. 90-2025]

Having pulled the item, Councilmember McAlister wanted to highlight how great it is to have these sculptures put on display and asked for the presentation. Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would accept the Plum the Peacock, Turtles & Giving Tree Sculptures as part of the Sculpture Garden.

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

Councilmember McAlister moved to approve the item as presented. Councilmember Craver seconded the motion; motion carried.

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

9. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Terminal Expansion and Improvements Design Task Order with Parkhill
[ASSIGNED RESOLUTION NO. 95-2025]

Having pulled the item Mayor Pro-tem Yates wanted clarification on what is included in this amendment. Don Green, Director of Transportation, presented the item. Adoption of the item would approve Amendment One to the Terminal Expansion and Improvements Design Task Order with Parkhill.

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

- Tammy Fogle

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

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

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

REGULAR AGENDA

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid #CB-2535 Great Lakes Dr. & Kinsolving Dr. Reconstruction Project to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 96-2025]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would award the best value bid to Bontke Brother Construction for the reconstruction of Great Lakes Dr. & Kinsolving Dr.

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

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

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:09 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:

10.B.551.072 (Real Property)
1. 1002 S 32nd Street

10.E.551.076 (Deliberations about Security Devices)
1. Cyberattack on City

10.F.551.087 (Business Prospect/Economic Development)
1. DCOA Project Surf

The Executive Session ended at 9:41 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 96-2025]

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

Board	Term End Date
Parks & Recreation Board	
Jack Hurd [Reappointment]	May 2028
Rosten Callerman [New]	May 2028

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

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

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

ADJOURNMENT

There being no further business, the meeting adjourned at 9:42 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Contracts with Accurate Air Solutions, LLC. and Black Plumbing Services, LLC. for Plumbing Services *(Lesli Andrews)***

GENERAL INFORMATION

City-owned facilities require a significant amount of plumbing maintenance. There are times it is beyond what City staff can repair. Therefore, having plumbing contracts is beneficial, especially in emergency situations. Maintenance, repair, and installation of new equipment will include labor, parts, tools, equipment, miscellaneous materials and supervision to facilitate the general maintenance, standard repair and emergency repair. All work must be performed in compliance with all applicable laws, regulations and codes. To get the best value for the City, a Request For Proposal (RFP) was issued to help with this work. We feel a contract will save money each year and give us someone to call as the need arises.

On average, the City spends +/- $400,000 annually on emergency repairs and maintenance.

The RFP was due on April 4, 2025, and was reviewed by a committee. There were four vendors who submitted a proposal. Accurate Air Solutions, LLC. and Black Plumbing Services, LLC. were selected. The City intends to award these contracts for one (1) year with the option to extend them for four (4) one (1) year terms with the same terms and conditions.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This will be a not to exceed $250,000 for each annual contract, not to exceed the budget funded

by the City Council.

STAFF RECOMMENDATION

Staff recommends approval authorizing the City Manager to enter into separate contracts with Accurate Air Solutions, LLC and Black Plumbing Services, LLC. for plumbing services for the City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 25_6_12 Resolution Plumbing Services Black Plumbing and Accurate Plumbing
2. Accurate Plumbing Contract
3. Accurate Plumbing pricing
4. Black Plumbing Contract
5. Black Plumbing pricing
6. Black Plumbing Equipment pricing
7. Plumbing Scoring Sheet
8. 25_6_12 Presentation Plumbing Contract Services

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ACCURATE AIR SOLUTIONS, LLC., AND BLACK PLUMBING SERVICES, LLC. FOR GENERAL MAINTENANCE, STANDARD REPAIR AND EMERGENCY REPAIR PLUMBING SERVICES.

WHEREAS, on an as needed basis the City of Abilene needs to have a plumbing company facilitate the general maintenance, standard repair and emergency repair plumbing services of City facilities; and

WHEREAS, the City submitted a Request for Proposals resulting in 4 proposals received on April 4, 2025; and

WHEREAS, the City of Abilene desires to enter into contract with Accurate Air Solutions, LLC., and Black Plumbing Services, LLC. for plumbing services on an as-needed basis.

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

Part 1: The City Manager is hereby authorized to enter into contracts with Accurate Air Solutions, LLC., and Black Plumbing Services, LLC. for general maintenance, standard repair and emergency repair plumbing services.

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

ADOPTED this 12th day of June 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

SERVICES CONTRACT

This Contract, dated the 12th day of June, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Accurate Air Solutions a LLC organized under the laws of the State of Texas ("Contractor").

The purpose of this services contract is to state the terms and conditions under which Contractor will provide plumbing 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 (see attachment A) calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is

discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right;

(ii) injury, damage, or death to any person or entity;

(iii) attorneys fees, witness fees, expert witness fees and expenses; and

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN

NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

	Type	Amount
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: Lesli Andrews
PO Box 60
Abilene, TX 79604

Contractor - ATTN: Jeremy Recek
6737 E I-20
Abilene, TX 79601

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

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

XIX. STATUTORY VERIFICATIONS

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

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

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

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

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Title:

ATTEST:

_____

City Secretary

APPROVED:

_____

City Attorney

CONTRACTOR

By:

Title:

Address:

Phone Number:

Federal Tax ID #:

ATTEST: (If Corporation)

_____

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The contractor shall furnish all labor, equipment, tools, parts, permits and inspections required, materials and supplies required to repair, replace, inspect, and install existing and new plumbing systems as required. This includes the provision of all replacement parts and component systems required for existing plumbing systems in accordance with all original equipment manufacturer specifications. The services shall include, but not be limited to:

1. General Maintenance – preventative maintenance activities for existing plumbing systems at City owned facilities.

2. Standard Service & Repair – reactive maintenance and repair activities to address failures for existing plumbing systems at City owned facilities.

3. Emergency Service & Repair – reactive maintenance and repair activities during after-hours or weekends to address failures for existing plumbing systems at City owned facilities.

4. Regularly scheduled inspections

5. Turnkey Site Repair- (In House or Subcontractor) to return the work site to original condition, including, but not limited to: concrete, ceramic tile, painting, sheetrock, and electrical.

This contract is going to be multi-awarded to different vendors. All work will be assigned by the Facilities Manager or their designee.

The City of Abilene intends to award a contract for one (1) year with the option to extend for four (4) additional one (1) year terms at the same terms and conditions.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of $(see attached schedule) per hour, or per the attached schedule, not to exceed $250,000.

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

OPTION 2 ___

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

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPESNATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the 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, Section401.011(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)

EXHIBIT B

PROPOSAL FORM

Company Name: Accurate Air Solutions LLC

Legal Structure (Corp/Partner/Proprietor/LLC): LLC , Tax ID # 46-2743458

Principal Office Address: 6737 East I-20 Abilene Tx. 79601

Phone/Fax Number: (325)672-2966

Contractor License Number: M41043

Number of Years in Business: 11 Years

Email: sales@accurateairsolutionsllc.com

Item	Description	Number Employed in Abilene Area	Normal Hourly Rate/Amount	After Hours Rate/Amount	City Observed Holiday Rate/Amount
1.	Master Plumber	4	$185.00	$277.50	$277.50
2.	Journeyman Plumber	17	$135.00	$202.50	$202.50
3.	Apprentice Plumber	16	$95.00	$142.50	$142.50
4.	Markup Percentage - Over Vendor's Cost for Parts, Materials & Supplies	25 %			
5.	Equipment Charge (see separate list)				

Annual RPZ Testing		Annual PVB Testing		Annual Double Check Testing	
Size	Price	Size	Price	Size	Price
¾"	$ 150.00	¾"	$ 150.00	¾"	$ 150.00
1"	$ 150.00	1"	$ 150.00	1"	$ 150.00
1-1/4"	$ 150.00	1-1/4"	$ 150.00	1-1/4"	$ 150.00
1-1/2"	$ 150.00	1-1/2"	$ 150.00	1-1/2"	$ 150.00
2"	$ 175.00	2"	$ 175.00	2"	$ 175.00
2-1/2"	$ 175.00	2-1/2"	$ 175.00	2-1/2"	$ 175.00
3"	$ 175.00	3"	$ 175.00	3"	$ 175.00
4"	$ 175.00	4"	$ 175.00	4"	$ 175.00
6"	$ 175.00	6"	$ 175.00	6"	$ 175.00

Signature: _____

Printed Name of Person Authorized to Sign: Jeremy Recek

Title of Person Authorized To Sign: Chief Sales Officer

EQUIPMENT LIST/CHARGE

Equipment Type	Quantity	Age in Years	Standard Charge for Use
Sewer Camera	3	3	$125.00
Hand Chipper Hammer	3	3	$50.00
Concrete Saw	2	2	$20.00
Ditcher	1	1	$350.00
Jack Hammer	2	1	$100.00
Jetter for Sewer	2	4	$375.00
Mini Excavator	4	2	$375.00
Propress for Copper	12	3	$50.00
Mega Press for Gas Fittings	1	3	$50.00
Sewer Machine	10	3	$25.00
Sewer Smoke Machine	2	4	$125.00

SERVICES CONTRACT

This Contract, dated the 12th day of June, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Black Plumbing Services a LLC organized under the laws of the State of Texas ("Contractor").

The purpose of this services contract is to state the terms and conditions under which Contractor will provide Plumbing 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 (see attachment A) calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is

discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right;

(ii) injury, damage, or death to any person or entity;

(iii) attorneys fees, witness fees, expert witness fees and expenses; and

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN

NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

	Type	Amount
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: Lesli Andrews
PO Box 60
Abilene, TX 79604

Contractor - ATTN: Matt Beard
PO Box 6347
Abilene, TX 79608

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

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

XIX. STATUTORY VERIFICATIONS

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

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

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

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

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Title:

ATTEST:

_____

City Secretary

APPROVED:

_____

City Attorney

CONTRACTOR

By:

Title:

Address:

Phone Number:

Federal Tax ID #:

ATTEST: (If Corporation)

_____

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The contractor shall furnish all labor, equipment, tools, parts, permits and inspections required, materials and supplies required to repair, replace, inspect, and install existing and new plumbing systems as required. This includes the provision of all replacement parts and component systems required for existing plumbing systems in accordance with all original equipment manufacturer specifications. The services shall include, but not be limited to:

1. General Maintenance – preventative maintenance activities for existing plumbing systems at City owned facilities.

2. Standard Service & Repair – reactive maintenance and repair activities to address failures for existing plumbing systems at City owned facilities.

3. Emergency Service & Repair – reactive maintenance and repair activities during after-hours or weekends to address failures for existing plumbing systems at City owned facilities.

4. Regularly scheduled inspections

5. Turnkey Site Repair- (In House or Subcontractor) to return the work site to original condition, including, but not limited to: concrete, ceramic tile, painting, sheetrock, and electrical.

This contract is going to be multi-awarded to different vendors. All work will be assigned by the Facilities Manager or their designee.

The City of Abilene intends to award a contract for one (1) year with the option to extend for four (4) additional one (1) year terms at the same terms and conditions.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of $(see attached schedule) per hour, or per the attached schedule, not to exceed $250,000.

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

OPTION 2 ___

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

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPESNATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the 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, Section401.011(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)

EXHIBIT B

PROPOSAL FORM

Company Name: Black Plumbing Services LLC

Legal Structure (Corp/Partner/Proprietor/LLC): LLC (P) Tax ID # 87-1176690

Principal Office Address: 4402 S Danville Dr Abilene TX 79605

Phone/Fax Number: 325-695-3747

Contractor License Number: M-40900

Number of Years in Business: Black Plumbing INC 31 yrs, Black Plumbing Services 4yrs

Email: Office@blackplumbing.com

Item	Description	Number Employed in Abilene Area	Normal Hourly Rate/Amount	After Hours Rate/Amount	City Observed Holiday Rate/Amount
1.	Master Plumber	2	$110/per hr	$165/ per hr	$247.50/ per hr
2.	Journeyman Plumber	16	$110/per hr	$165/ per hr	$247.50/ per hr
3.	Apprentice Plumber	12	$30/ per hr	$45/ per hr	$60/ per hr
4.	Markup Percentage - Over Vendor's Cost for Parts, Materials & Supplies	10 %			
5.	Equipment Charge (see separate list)				

Annual RPZ Testing		Annual PVB Testing		Annual Double Check Testing	
Size	Price	Size	Price	Size	Price
¾"	$ 175/hr	¾"	$ 175/hr	¾"	$ 175/hr
1"	$ 175/hr	1"	$ 175/hr	1"	$ 175/hr
1-1/4"	$ 175/hr	1-1/4"	$ 175/hr	1-1/4"	$ 175/hr
1-1/2"	$ 175/hr	1-1/2"	$ 175/hr	1-1/2"	$ 175/hr
2"	$ 175/hr	2"	$ 175/hr	2"	$ 175/hr
2-1/2"	$ 175/hr	2-1/2"	$ 175/hr	2-1/2"	$ 175/hr
3"	$ 175/hr	3"	$ 175/hr	3"	$ 175/hr
4"	$ 175/hr	4"	$ 175/hr	4"	$ 175/hr
6"	$ 175/hr	6"	$ 175/hr	6"	$ 175/hr

Signature: Matt Beard

Printed Name of Person Authorized to Sign: Matt Beard

Title of Person Authorized To Sign: General Manager

EQUIPMENT LIST/CHARGE

Equipment Type	Quantity	Age in Years	Standard Charge for Use
See Attached			

TACLA145786C M-40900

BLACK PLUMBING HEATING & AIR

Equipment List

KOBELCO EXCAVATOR SK 50 SR.-3 TRACK HOE
2014 DITCHWITCH UT TRAILER W/ MOUNTED EQUP
UTAH JETTER TRAILER
TRITION TRAILER
KUBOTA U-17 EXCAVATOR W/ 12" BUCKET
KUBOTA U-17 EXCAVATOR W/ 12" BUCKET
KUBOTA RTV 1140 ORG
KUBOTA U17VR1 EXCAVATOR W/ 18" BUCKET
KUBOTA KX121RLTA EXCAVATOR
PIPEHUNTER LG JETTER WITH TRAILER
KUBOTA SUL90-HFC TRACK LOADER
MULTIQUIP GENERATOR
MULTIQUIP RAMMER
(BIG) REELS IN MAVERICK TRUCK
(LITTLE) REELS IN MAVERICK TRUCK
SNYDER K60
SNYDER K60
BROWNWOOD K60
BROWNWOOD K60
ANGELO K60
ANGELO K60
ABILENE 1 K60
ABILENE 2 K60
ABILENE 3 K60
HILTI TE 1000 AVR
RIDGID RP 340-B
RIDGID RP 330-B
RIDGID RP 210
RIDGID K1500
RIDGID K1500
HERMLEIGH RIDGID RP 340-B
TAHOE POWER GENERATOR
EAGLE EQUIPMENT 8500
INDUSTRIAL AIR 155PSI
MAXIE MILLER
HAMMER HEAD BOILER
BIG DRUM
LITTLE DRUM
500' PUSH ROD

TACLA145786C M-40900

BLACK PLUMBING HEATING & AIR

Equipment List

500' GATOR CAM
MYTANA CAMERA
2 VACUUM PUMPS
BIG DRUM EXTENSION
LITTLE DRUM EXTENSION
RADIO DETECTION LOCATOR
CASE II 2001
HAMMERHEAD TABLE
CALIBRATION TUBE 3"
CALIBRATION TUBE 4"
CALIBRATION TUBE 6"
2" NOZZLE
3" NOZZLE
4" NOZZLE
6" NOZZLE
8" NOZZLE
10" NOZZLE
12" NOZZLE
WATER PUMP
RIDGID 1215 THREADER
SEESNAKE CS6 MONITOR
SEESNAKE MAX
LOCATOR
RIGID SEEKTECH ST 305
BIG REEL
SMALL REEL
MONITOR
LOCATOR
SEESNAKE
CAMERA REEL
MONITOR
SEESNAKE MICRO
SEESNAKE M200
MONITOR
LOCATOR RIGID SR60
SEESNAKE CS6 MONITOR
MAIN AIR HEADER
SPANDER S3 1073
EPOXY MIXER DISPENSER
DUST COLLECTOR 110 VOLTS OPTIONS S# 9069

TACLA145786C M-40900

BLACK PLUMBING HEATING & AIR

Equipment List

PRE-FILTER / SEPARATOR

5- OUTLET- AIR DISTRIBUTOR STEEL MANIFOLDS #1

(2) START-UP KIT STANDARD HOSE ASSEMBLY PACKAGE
4" COMBINATION IN-LINE ASSEMBLY W/HOSING-EPOXY SHOOTING
4" COMBINATION IN-LINE ASSEMBLY W/HOSING-EXIT
STANDARD COMPRESSOR MODEL # XAS186DD
2011 UTAH JETTER TRAILER W/ ATTACHED EQUIPMENT
2009 CENTENNIAL WELDING TRAILER WITH ATTACHED EQUIP.
2013 TRITON CARGO TRAILER WITH WRAP
2005 CM TRAILER W/ WRAP & EQUIP. SEPARATELY SCHEDULED
MILWAUKEE SAWZALL
MILWAUKEE ROTARY HAMMER
RIDGID K60SP
RIDGID PRO PRESS RP340
2016 DITCHWITCH
HILTI BREAKER TE1000-AVR
2012 WYLIE WATER TRAILER
RIDGID K1500B SEWER MACHINE
2016 RIDGID K1500

MILWAUKEE PRESS TOOL
MILWAUKEE PRESS TOOL
MILWAUKEE PRESS TOOL
MILWAUKEE PRESS TOOL
MILWAUKEE PRESS TOOL

RIDGID K60SP
RIDGID K60SP
KUBOTA U17
Rigid K1500 Sewer Machine
CS6X Monitor w/ 2 batteries
Ridgid Seesnake Real w/ D2A Drum
CS6X Monitor w/ 2 batteries
Jonsered ZTR 48 Riding Lawnmower
2015 Kubota SL90-HFC Skid Steer
2019 SVL-2 HFC Skid Steer
2018 American Hauler Trailer 2with equipment hammerhead

Criteria
Company and Staff Qualifications (25 Points)
Company Owened Equipment (5 Points)
Proposed Service Billing Proposal/Pricing (30 Points)
Company Experience History and References (15 Points)
Past Performance of Work with City of Abilene (25 Points)
Total Points

Accurate Plumbing	Black Plumbing	Mr Rooter Plumbing	Brown Plumbing
75	70	35	68
15	15	14	14
60	80	35	85
45	45	30	45
50	75	25	25
245	**285**	**139**	**237**

Contract Plumbing Services

CITY OF ABILENE TEXAS

General Information:

- Contract with Accurate Air Solutions, LLC. and Black Plumbing Services, LLC. for plumbing maintenance, repairs, and emergency repair of City owned facilities.
- City staff submitted a Request for Proposals resulting in 4 proposals received on April 4, 2025 to establish a term contract to provide plumbing maintenance and repairs for City owned facilities on an "as needed" basis.
- The maintenance and repair will include labor, parts, tools, equipment, miscellaneous materials and supervision to facilitate the general maintenance, standard repair and emergency repair.
- The financial impact will be on a case by case basis from the City Council approved General Fund but has the potential to accumulate to $50,000 or more annually.
- This will be two $250,000 annual “not to exceed” contracts.
- This is a one year contract with the option to extend for four additional one year terms.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

FROM: **Marjorie Knight, Director**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Intervention in AEP's Rate Filing Application through Cooperation with Cities Served by AEP Texas and Finding City's Reasonable Rate Case Expenses Shall be Reimbursed *(Marjorie Knight)***

GENERAL INFORMATION

On May 7, 2025, AEP Texas, Inc. (AEP or Company) filed an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities (TEEEF). Under the Public Utility Regulatory Act, a transmission and distribution utility may lease and operate facilities that provide temporary electric energy to distribution customers during a significant power outage. A utility may recover the reasonable and necessary costs of leasing and operating these facilities through a rider—the TEEEF Rider. Here, the Company is seeking a total TEEEF Rider revenue requirement of $36.2 million. If the Public Utility Commission of Texas approves AEP's request, the average residential customer's monthly bill would increase by approximately $0.60 per month.

Cities have the ability to intervene, evaluate AEP's application, and work with AEP to reach a settlement for a reduced requirement. This item authorizes the City to join other Cities Served by AEP Texas ("Cities") in this proceeding to review and evaluate the application and authorizes the hiring of Jamie Mauldin of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding a reasonable revenue requirement and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

All reasonable rate case expenses shall be reimbursed by AEP.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution AEP Rate Filing Intervention
2. Presentation - Authorizing Intervention in AEP Rate Filing Application

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF ABILENE AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S APPLICATION TO AMEND ITS RIDER MOBILE TEMPORARY EMERGENCY ELECTRIC ENERGY FACILITIES BEFORE THE COMMISSION; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about May 7, 2025, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 36.001 and 39.918 filed with the Public Utility Commission of Texas an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities to change the revenue requirement related to its Rider Mobile TEEE Facilities, effective September 1, 2025; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the City joins other Cities Served by AEP Texas ("Cities") in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Jamie Mauldin of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding a reasonable revenue requirement and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 2. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed revenue requirement is appropriate, fair, just, and reasonable; and intervene as a necessary party in the Public Utility Commission of Texas' consideration of

AEP Texas' Application in Docket No. 58076 as it affects the customers in AEP Texas' service territory.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Jamie Mauldin, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

PASSED AND APPROVED this 12th day of June, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Resolution – Authorizing City to Participate in the Intervention of AEP's Application to Amend its Rider Mobile Temporary Emergency Electric Emergency Facilities

CITY OF ABILENE TEXAS

Intervention in AEP Rate Filing

- On May 7, 2025, AEP Texas, Inc. (AEP or Company) filed an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities (TEEEF). In its filing AEP requests a total revenue requirement of $36.2 million increasing average residential bill $.60 per month.

- This resolution will authorize the City to cooperate with the Cities Served by AEP Texas to intervene in AEP's rate change application and provides that AEP will reimburse the City for reasonable rate case costs.

CITY OF ABILENE TEXAS

Intervention in AEP Rate Filing

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Support the Emergency Purchase of Various Products and Services from Vendors Regarding the City's Cyber Attack Event *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department, as a result of a cyber event experienced on April 18, 2025, has acquired products and services from various vendors in the City's response and recovery efforts. To date, in this fiscal year 2025, these products and services of various types have been acquired in the amount of $981,879.39. The acquisition of future products and services will be conducted following the City's standard procurement processes.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council approve the emergency purchases made in response to the cyber attack event.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - Cybersecurity - Various Products (1)
2. 20250612 - City Council - Presentation - Cybersecurity - Various

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AFFIRMING, APPROVING, AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH VARIOUS VENDORS FOR GOODS AND SERVICES AS EMERGENCY PURCHASES MADE IN RESPONSE TO THE CITY'S CYBER ATTACK EVENT ON APRIL 18, 2025

WHEREAS, as a result of a Cyber Attack which occurred on April 18, 2025, the City's computer and software equipment and systems were damaged or destroyed; and

WHEREAS, the Information Technology Department immediate response and recovery to this cyber event required products to support the implementation of replacement technologies; and

WHEREAS, the Information Technology Department has acquired products from the following vendors through competitive bids or Texas Department of Information Resource (DIR) contracts; and

WHEREAS, these Vendors and amounts are:

1. CDW-Government $4,631.01,
2. Ceridian HCM, Inc. $705.00,
3. Dell Marketing LP $894759.07,
4. Serversupply $8,242.31,
5. Sumuri LLC $25,542.00, and
6. Telecomm Unlimited $48,000.00; and

WHEREAS, these products and services have been acquired from these Vendors to date in a total amount of $981,879.39 in fiscal year 2025; and

WHEREAS, these purchases were made because of a public calamity that required the immediate appropriation of money to preserve the property of the municipality, and were necessary due to unforeseen damage to public machinery, equipment and other property.

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

Part 1: That the City Council affirms, approves and authorizes the City Manager to the contract with the following Vendors in the following amounts in response to the Cyber Attack event made upon the City of Abilene on April 18, 2025:

A. CDW-Government $4,631.01,
B. Ceridian HCM, Inc. $705.00,
C. Dell Marketing LP $894759.07,
D. Serversupply $8,242.31,
E. Sumuri LLC $25,542.00, and
F. Telecomm Unlimited $48,000.00.

Part 2: That the City Council finds that these purchases were made because of a public calamity that required the immediate appropriation of money to preserve the property of the municipality, and were necessary due to unforeseen damage to public machinery, equipment and other property.

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

ADOPTED this 12th day of June, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Various Vendors

Cybersecurity Response and Recovery

June 12, 2025

Cybersecurity Response and Recovery

Products and Services Requirement:

- Products and services have been required to respond and recover the City's systems and functions:

Vendor	Sum of Expense
CDW-GOVERNMENT	$ 4,631.01
CERIDIAN HCM INC	$ 705.00
DELL MARKETING LP	$ 894,759.07
SERVERSUPPLY	$ 8,242.31
SUMURI LLC	$ 25,542.00
TELECOM UNLIMITED	$ 48,000.00
Total	**$ 981,879.39**

IT Department Recommendation

- Endorses the requested approval and acquisition of products and services required to support the cybersecurity response and recovery efforts in the amount of $981,879.39

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services from Computer Task Group (CTG), Inc. through Texas DIR-CPO-5587 Contract *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department, as a result of a cyber event experienced on April 18, 2025, will require professional services to support network engineering and implementation from Computer Task Group (CTG), Inc. in the City's response and recovery efforts. These services will be acquired via the Texas DIR-CPO-5587 contract in the not-to-exceed amount of $78,700.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Professional Services Contract with CTG.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - Cybersecurity - CTG
2. Abilene ProfessionalServices Contract - 2025 - CTG - Network Infrastructure
3. City of Abilene - Network Stabilization - SOW
4. 20250612 - City Council - Presentation - Cybersecurity - CTG

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL SERVICES FROM COMPUTER TASK GROUP (CTG), INC. THROUGH TEXAS DIR-CPO-5587 CONTRACT

WHEREAS, the City Council of the City of Abilene recognizes the need for professional and implementation services to support the stabilization of the City's technology network infrastructure; and

WHEREAS, the Information Technology Department have negotiated a Statement of Work with Computer Task Group (CTG), Inc. through the Texas DIR-CPO-5587 Contract; and

WHEREAS, those services will provide for the design, configuration and implementation of network services; and

WHEREAS, this will be accomplished in the not-to-exceed amount of $78,700.00; and

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

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

Part 1: That the City Council approves the acquisition of professional services from Tyler Technologies, Inc. for a not-to-exceed amount of $78,700.00 in fiscal year 2025

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

ADOPTED this 12th day of June, 2025.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
(Not Architect or Engineer)

This Contract, dated the 12th day of June, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Computer Task Group, Inc (CTG) ("Professional").

The City is engaged in stabilizing its Cisco Meraki network infrastructure 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 network infrastructure consultant 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 July 31, 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.

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.

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.

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.

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

(i) injury or damage to any property or right;

(ii) injury, damage, or death to any person or entity;

(iii) attorneys fees, witness fees, expert witness fees and expenses; and

(iv) all other costs and expenses of litigation.

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

"Professional" includes the 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

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

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 either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Professional must furnish new certificates or copies of the policy before the expiration date.

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)

___4. Professional Liability $500,000 combined single limit (per occurrence)

___5. See Addendum for Special Coverages and/or revisions

_X_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. TERMINATION

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

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

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

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:
City of Abilene - ITAP
555 Walnut St.
Abilene, TX 79601

Professional – ATTN:
CTG Cit
300 Corporate Parkway,
Suite 214N
Amherst, NY 14226

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.

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

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

CITY OF ABILENE

By: Mindy Patterson

Title: City Manager

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST: (if corporation)

_____
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

CTG will provide professional services to support the City of Abilene in stabilizing its Cisco Meraki network infrastructure. This includes assessing the current environment, diagnosing issues, designing and implementing improvements, and ensuring ongoing reliability. Services will be delivered by senior-level consultants, including a Network Architect and Level 2 Network Engineer, working in a hybrid (onsite and remote) capacity. The engagement is estimated to last two months, beginning on June 12, 2025, with an anticipated cost of approximately $78,700 on a time and materials basis.

The attached CTG Scope of Work is incorporated herein as if copied at length. If there are any terms or conditions listed or included in the attached CTG Scope of Work which conflict with the terms or conditions of this Contract, the terms and conditions of this Contract control.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X_

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $190 per hour for the Network Architect and $145 per hour for the Network Engineer per hour, or per the attached schedule, not to exceed $78,700.00.

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

OPTION 2 ___

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

No mechanic, contractor, 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 ___

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 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, orTWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prepared for

City of Abilene

Statement of Work – Network Stabilization

May 21, 2025

CTG Cit

300 Corporate Parkway,
Suite 214N
Amherst, NY 14226
Phone: +1 716 882 8000
Fax: +1 716 887 7464

www.ctg.com

Published by Computer Task Group, Inc. ("CTG")
Statement of Confidentiality. The information in this document is confidential and proprietary.
In no event, shall all or any portion of this document be disclosed or disseminated without the express written permission of CTG. The CTG logo is a registered trademark of CTG. ©2025 Computer Task Group, Inc. All Rights Reserved.

Table of Contents

1. CTG Understanding 1
2. Scope 1
3. Approach 1
Network Architect 1
Level 2 Network Engineer 1
4. Project Deliverables 1
5. Timeline 2
6. Team 2
7. Professional Fees 3
Expenses 3
8. Miscellaneous 3
Change Order/Extensions 3
Responsibilities 3
Critical Success Factors 4
Risk and Mitigation Strategies 4
Termination 4
9. Acceptance 5

Copyright © 2025 CTG. All Rights Reserved. Confidential Materials. Template Version 1.0.

Statement of Work

This Statement of Work ("SOW") is subject to the terms and conditions of the Professional Services Contract dated April 10, 2025 ("Agreement"), between Computer Task Group, Incorporated, a Cegeka Company ("CTG") and City of Abilene ("City of Abilene"). CTG and City of Abilene are collectively referred to as "Parties" and individually referred to as "Party." The SOW will go into effect from the date of the last Party's signature ("Effective Date").

1. CTG Understanding

The City of Abilene is in need of support to stabilize their Cisco Meraki network infrastructure.

2. Scope

CTG will provide the following activities directed by City of Abilene, and the following activities are considered in scope:

- To analyze and diagnose the current network issues.
- To design and implement solutions for network stabilization.
- To ensure the continuous operation and reliability of the network infrastructure.

3. Approach

CTG will provide the City of Abilene with the following resources to assist in stabilizing the city's Network infrastructure currently based on Cisco Meraki Hardware.

Network Architect

The Network Architect will be responsible for:

- Assessing the current network architecture and identifying areas for improvement.
- Developing a comprehensive network design plan that addresses the identified issues.
- Collaborating with the City of Abilene's IT team to implement network upgrades and changes.
- Ensuring the new network design adheres to industry standards and best practices.
- Providing documentation and training to the IT team on the new network architecture.

Level 2 Network Engineer

The Level 2 Network Engineer will be responsible for:

- Supporting the implementation of the network architect's design plans.
- Conducting routine maintenance and troubleshooting of network issues.
- Monitoring network performance and ensuring optimal operation.
- Providing technical support and assistance to the IT team as needed.
- Documenting network configurations and changes.

4. Project Deliverables

- Network Assessment Report
- Network Change Reports

Copyright © 2025 CTG. All Rights Reserved. Confidential Materials. Template Version 1.0.

5. Timeline

This engagement is anticipated to commence on or around May 27, 2025 and extend for approximately 2 months, concluding in July 2025. This timeline is provided as an estimate based on current information. The actual engagement timeline will be established and mutually agreed upon. City of Abilene will provide CTG consultants (on this project) access to their environment in a timely manner for all work to be done in a hybrid model of remote and onsite.

6. Team

For this engagement, CTG will assign senior level consultant(s). CTG Delivery Director will confirm the project scope, responsibilities, deliverables, and status report frequency.

CTG will provide comprehensive oversight and quality assurance for this engagement. This includes ensuring that the engagement is delivered as expected and promptly addressing any issues that arise. This quality approach includes regular status reports, executive meetings with the City of Abilene Project Sponsor, and surveys as appropriate. CTG's engagement team will also include the Client Partner, who will provide account and client relationship management and an Executive Sponsor to champion the engagement.

The team structure for this engagement is provided below.

CTG Team	
Oversight and Relationship Management (Non-Billable)	
CTG Senior Client Partner	Relationship Management
CTG Managing Director	Executive Sponsorship
CTG Delivery Director	Delivery Oversight/Works with Client Liaison
Delivery Team (Billable)	
Network Architect	The Network Architect is responsible for designing and implementing complex network systems that meet the needs of the organization. This role involves strategic planning, advanced technical expertise, and collaboration with various stakeholders to ensure optimal network performance and scalability. Key responsibilities include: Developing detailed network architecture plans and designs. Evaluating and selecting appropriate hardware and software solutions.
Network Engineer Special Level	The Network Engineer L3 is responsible for maintaining and optimizing the organization's network infrastructure. This role involves troubleshooting complex network issues, ensuring network security and performance, and collaborating with other team members to support network operations. Key responsibilities include: Monitoring and maintaining network systems. Implementing security measures to protect against cyber threats. Providing technical support and guidance to junior network engineers.

Copyright © 2025 CTG. All Rights Reserved. Confidential Materials. Template Version 1.0.

7. Professional Fees

All services will be performed on a time and materials basis. CTG will invoice City of Abilene for actual hours expended monthly at the rate listed in the table below. We anticipate the cost to be approximately $78,700. These estimates are for budgetary purposes only and should not be construed as a fixed fee or not-to-exceed bid for our services.

CTG Resources	Hourly Rate	Estimated Hours	Estimated Fees
Network Architect	$190	160	$30,400
Network Engineer Special Level	$145	320	$46,400
Estimated Travel			**$1,900**
Estimated Total			**$78,700**

Pricing Assumptions

- Hybrid (Remote and onsite) work will be done to support initiatives
- Travel may be required for Architect and Engineer (pre-approved by City of Abilene)
- Resources will work under the guidance of City of Abilene Leadership.

Expenses

In addition to invoicing the professional fees specified above, CTG shall pass through all reasonable out-of-pocket expenses incurred by CTG personnel during engagement-related travel. CTG shall only incur expenses necessary for successful completion of this engagement and shall make every effort to minimize travel expenses, whenever possible throughout the course of the engagement.

“Out-of-pocket expenses” are defined as any reasonable expenses incurred in the performance of the services outlined including, but not limited to, travel, lodging, and meals. The CTG Travel Policy can be provided upon request.

8. Miscellaneous

Change Order/Extensions

Change Order

Any changes to the scope of work, duration, responsibilities, or time commitment shall be mutually agreed upon by the Parties and confirmed via an executed Change Order, with associated terms and conditions signed by both Parties.

Work effort on any requested change in the engagement’s scope shall not begin until the Change Order has been reviewed with City of Abilene and agreed upon in writing.

Extensions

CTG requests that City of Abilene provide at least thirty (30) business days’ written notice to maximize resource continuity in the event City of Abilene wishes to extend this SOW or alter the agreed-upon time commitment.

Responsibilities

- City of Abilene shall assign a liaison to work with the CTG Delivery Director to facilitate access to client’s information, documentation, and personnel. The liaison shall:

Copyright © 2025 CTG. All Rights Reserved. Confidential Materials. Template Version 1.0.

  - Serve as a first point of contact for day-to-day matters working with the CTG Team.
  - Ensure appropriate review and response to all deliverables within five (5) business days of delivery, working with CTG and City of Abilene participants, unless otherwise mutually agreed upon in writing. All deliverables shall be deemed accepted unless a written account of deficiencies is presented to CTG within this period. Any changes to the deliverables requested after the fifth (5th) business day shall be considered under the defined Change Order procedure. All deliverable issues must be presented to CTG in writing as per the agreed-upon Change Order.
- City of Abilene staff shall coordinate, identify, and ensure participation of key subject matter experts (SME) (system, technical, and end user SMEs) knowledgeable of the project.
- CTG shall manage security and work collaboratively to ensure timely access to City of Abilene systems. This includes safeguarding all security passes and passwords and returning them at the completion of the engagement or upon the termination of services of any CTG employee.
- CTG shall not be held responsible for the accuracy of the information provided to CTG by City of Abilene or any third party.

Critical Success Factors

The main dependencies and success factors for this project are as follows:

- The project depends on the availability and cooperation of the key stakeholders, including the business owners, managers, IT staff, and end users.
- The commitment of City of Abilene executive management to the engagement is essential.
- City of Abilene shall appoint a liaison for the engagement who is committed to the project and has relationships throughout the organization to support information gathering and engagement success.
- Identification and reasonable availability of key City of Abilene personnel who are knowledgeable about the business processes and requirements under discussion.
- Access to existing documentation pertinent to the engagement, including background information, system documentation, organization overviews, applicable metrics, and other relevant materials.
- Timely and effective communication between CTG and City of Abilene support teams.
- Inclusion of the CTG team members, as appropriate, in regular City of Abilene meetings for this initiative.

Risk and Mitigation Strategies

The primary risks associated with this project are as follows:

- Delay in signature of SOW: Any delay in the execution of this SOW shall adversely affect the overall project timeline.
- Stakeholder agreement: Inability of City of Abilene stakeholders to reach a consensus on requirements and options in a timely manner.

The mitigation strategies for these risks are as follows:

- Streamlined inclusion of the City of Abilene contracts team and securing management buy-in.
- Establishing clear requirements, specifications, and timelines for each phase of the project.
- Ensuring clear and frequent communication between CTG and City of Abilene.

Termination

Either Party may terminate the SOW for any reason by providing a ninety (90) day notice to the other Party. City of Abilene shall pay CTG for all work performed and expenses incurred up to the effective date of termination. Any advance payments for work not performed shall be refunded to City of Abilene.

Copyright © 2025 CTG. All Rights Reserved. Confidential Materials. Template Version 1.0.

9. Acceptance

The Parties acknowledge the Agreement shall be in full force and effect prior to the signing of this SOW. In event of a conflict between the provisions of the Agreement and the provisions of this SOW, the provisions of the Agreement shall prevail.

Signature below by each Party's respective duly authorized representatives indicates acceptance of this SOW and the terms and conditions herein. Upon authorization, CTG will schedule staff to begin this engagement based on mutually acceptable schedules.

	City of Abilene	Computer Task Group, Incorporated, a Cegeka Company
Accepted By:		
Name:		Scooter Beachum
Title:		Senior Client Partner
Date:		May 21, 2025

Copyright © 2025 CTG. All Rights Reserved. Confidential Materials. Template Version 1.0.

Computer Task Group (CTG), Inc.

Network Services

June 12, 2025

Professional Network Services

Professional Services Requirement:

- Professional services are required design, configure and implement City's network systems and functions
- To ensure the stabilization of network systems and its cybersecurity
- A Scope of Service as been negotiated with Computer Task Group (CTG), Inc. through the Texas DIR-CPO-5587 Contract

IT Department Recommendation

- Endorses the requested approval and acquisition of professional services required to support the stabilization of network systems in the not-to-exceed amount of $78,700.00

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional and Implementation Services for Tyler Municipal Justice from Tyler Technologies, Inc. through the Sourcewell Contract 060624-TTI *(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department, as a result of a cyber event experienced on April 18, 2025, will require professional and implementation services to support the implementation of Tyler Municipal Justice as a Software as a Service (SAAS) system from Tyler Technologies, Inc. in the City's response and recovery efforts. These services will be acquired via the Sourcewell Contract 060624-TTI in the not-to-exceed amount of $110,314.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the contract with Tyler Technologies, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - Cybersecurity - Tyler
2. Abilene TX MJ SaaS Agreement 052825
3. Supplement to Agreement - boycott language 2023.docx (1) (1)
4. 20250612 - City Council - Presentation - Cybersecurity - Tyler

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL AND IMPLEMENTATION SERVICES FOR TYLER MUNICIPAL JUSTICE FROM TYLER TECHNOLOGIES, INC. THROUGH THE SOURCEWELL CONTRACT 060624-TTI

WHEREAS, the City Council of the City of Abilene recognizes the need for professional and implementation services to implement the Tyler Municipal Justice system; and

WHEREAS, the Information Technology Department and Finance Department have negotiated a Scope of Services with Tyler Technologies, Inc. through the Sourcewell Contract 060624-TTI; and

WHEREAS, those services will provide for the implementation of Tyler Municipal Justice 10 (MJ10) as a cloud-based Software as a Service (SaaS); and

WHEREAS, this will be accomplished in the not-to-exceed amount of $110,314.00; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of professional and implementation services from Tyler Technologies, Inc.; and

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

Part 1: That the City Council approves the acquisition of professional and implementation services from Tyler Technologies, Inc. for a not-to-exceed amount of $110,314.00 in fiscal year 2025

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

ADOPTED this 12th day of June, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 101784;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise

Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.

- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or

Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.
   6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
   6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
   6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
   6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to

our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement.

Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
   9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the date the SaaS environment is made available to you. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation

infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.

1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;

1.3.2. modify it to make it non-infringing; or

1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY

RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.

2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you

and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

iii. a party receives from a third party who has a right to disclose it to the receiving party; or
iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms
	Schedule 1: Third Party Verification Services - Work Number by Equifax Terms of Service

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

City of Abilene, TX

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Abilene
555 Walnut Street
Abilene, TX 79604-0060
Attention: _____

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Sales Quotation For:
City of Abilene
555 Walnut St
Abilene TX 79604-0060

Quoted BY	Brandon Henderson
Quote Expiration	10/22/25
Quote Name	City of Abilene, TX - Expedited MJ10 On-prem to SaaS Flip via Sourcewell, City of Abilene Sourcewell Account # 101784

Tyler Annual Software – SaaS	
Description	Annual
Municipal Justice	
Municipal Justice 10 Suite	
Enforcement Mobile Interface	$ 0
Case Manager	$ 64,236
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	$ 3,047
Collection Agency Export Interface	$ 2,189
Tyler One	
Content Manager Suite	
Content Manager Core	$ 8,342
TOTAL:	**$ 77,814**

Term # of Years: **3**

Services Description	Hours/Units	Extended Price
Other Services		
Project Management	110	$ 27,500
Expedited Cloud Migration	1	$ 5,000
TOTAL:		**$ 32,500**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 77,814
Total Tyler Services	$ 32,500	
Summary Total	**$ 32,500**	**$ 77,814**

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Per Tyler's contract with Sourcewell (https://www.sourcewell-mn.gov/search), this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, SaaS flips, Tyler migrations, renewals, and hardware.

The Expedited Cloud Migration fee includes the services described here: https://www.tylertech.com/portals/0/Expedited-Migration-for-ERP-Pro-and-School-ERP-Pro.pdf. Services otherwise are subject to the terms of the agreement between you and us. SaaS Services are subject to the terms found here: https://www.tylertech.com/terms/tyler-saas-services. A long-term SaaS agreement with Tyler requires execution of a separate contract.

Case Manager Includes Cash Collections

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
   1.2. *Other Annual Services*. Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
   2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
   2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
   3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
   3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
   3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
   3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual "Disaster Recovery" and "Tyler Systems Management" services fees, prepaid for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: https://www.tylertech.com/client-terms/polco-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Exhibit D
Schedule 1
Third Party Verification Services – Work Number by Equifax Terms of Service

Your use of the Third Party Verification Services - Work Number by Equifax (the employment verification service, "**EVS**") is subject to these Terms of Service. The EVS is owned and operated by Equifax Workforce Solutions LLC ("**EWS**"), which provides subscribing employers or other data furnishers with an automated method of providing employment and income verifications to authorized third parties also known as Verifiers. The EVS is provided in accordance with these Terms of Service, including all attachments hereto, which hereby become part of the agreement between Tyler and Client when elected by Client.

EWS shall have the right to cease providing the EVS when its contract with Tyler ends or service is suspended thereunder. Tyler may terminate its provision of the Third Party Verification Service, upon email notice to Client, without incurring any liability. In addition, Client may elect to no longer receive the EVS by providing Tyler with 30 day's advance written notice.

The ability of EWS to provide accurate information is dependent upon accurate Client Data furnished on behalf of the Client. The Tyler Software, including any related technology, is a configurable tool provided by Tyler whereby Client can and will manage its own Client Data. Tyler is providing a conduit for certain Client Data to be moved between Client and EWS via Tyler's API.

1. EVS OVERVIEW.

A. Service Description. The EVS is designed to assist (i) employers whose employee data is included in Client Data (each, a "**Participating Employer**"), and (ii) commercial, private, nonprofit and governmental entities or Verifiers who wish to verify a consumer's employment and/or income information. EWS will (a) provide verifications to relieve the Participating Employer of the burden of employment and income verification obligations as often as practicable; (b) provide verifications where permissible purpose, as defined by the FCRA, exists in scenarios such as where the employee has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to continue to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (c) act on behalf of Client when working with Verifiers to perform EVS; and (d) provide analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees/customers. EWS will diligently protect Client Data in accordance with good industry practices.

B. Client Authorizations. EWS is authorized by Client to provide employment and income verification of relevant consumers. Client authorizes (i) EWS to request and receive Client Data through the Tyler Software, (ii) Tyler to make Client Data available to EWS for the purposes described herein, and (iii) EWS to provide employment and/or income verifications to Verifiers who have a permissible purpose, as defined by the FCRA, to whom such Client Data relates.

2. FAIR CREDIT REPORTING ACT ("FCRA") OBLIGATIONS.

As a provider of the EVS, EWS is a Consumer Reporting Agency ("**CRA**"), as defined by the FCRA. As such, EWS complies with the FCRA in providing the EVS. EWS's FCRA compliance enhances the protections available to the employees whose data is included in the Client Data, with respect to the privacy and accuracy of the data. EWS maintains reasonable procedures to assure maximum possible accuracy as required under the FCRA.

A. Client is the Furnisher with respect to the Client Data. Tyler is not a Furnisher with respect to the Client Data, does not warrant the accuracy of such data and Tyler's role is limited to creating and maintaining the API so EWS can request, and Client can send data to EWS. Furthermore, Client (i) acknowledges that it has received the Notice to Furnishers, set forth on Attachment 1 to these Terms of Service and incorporated herein, and (ii) will fulfill the obligations as a furnisher as set forth in the Notice to Furnishers and as required by the FCRA. In the event that a consumer notifies EWS of an error in any Client Data, and EWS concludes that the Client Data is incorrect, EWS shall have the right to coordinate with the Client directly to correct the Client Data as required. After completing an investigation and acknowledging that certain Client Data is incorrect, EWS may as required under FCRA, and Client hereby authorizes EWS to: (a) correct such Client Data on behalf of Client, and/or (b) block the Client Data from being accessed by Verifiers.

B. In the event of consumer dispute, EWS will have primary responsibility for receiving, processing and resolving data disputes. In the event a consumer reaches out directly to Tyler regarding a dispute, Tyler will direct the party to EWS's dispute resolution process. Client will promptly forward to EWS any results of Client's investigation into any data dispute, in accordance with applicable law. In the event such results are sent to Tyler, Client authorizes Tyler to release such results to EWS. If the results or release are insufficient, EWS or Tyler will request sufficient information from the Client.

ATTACHMENT 1 TO TERMS OF SERVICE

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The federal Fair Credit Reporting Act (**FCRA**), 15 U.S.C 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (**CRAs**). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C 1681s-2. State law may impose additional requirements on furnisher. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (**CFPB**): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at *www.consumerfinance.gov/learnmore*. *Section 623(e)*.

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C).*

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*.

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)*.

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*.

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Federal regulations are available at *www.consumerfinance.gov/learnmore. Section 623(a)(8).*

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*.
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Section 623(b)(1)(C) and (b)(1)(D)*.
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the

consumer later provides relevant additional information to the CRA). *Section 623(b)(2)*.

- Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E)*.

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4)*.

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5).*

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. *Section 623(a)(5)*.

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CRA. *Section 623(a)(7)*. The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. *Section 623(a)(9)*. This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. *Section 623 (a)(6)*. If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. *Section 623(a)(2)*. When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. *Section 615(f)*.

The Consumer Financial Protection Bureau website, *www.consumerfinance.gov/learnmore*, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s

Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C.1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND _____ ("Company")

(1) **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.

(2) **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.

(3) **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.

(4) **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 company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (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.

_____
(printed name of company)

_____
(signature and printed name of signatory)

_____
(date of signature)

Tyler Technologies, Inc.

Professional and Implementation Services

June 12, 2025

CITY OF ABILENE TEXAS

Professional and Implementation Services

Professional Services Requirement:

- Professional services are required implement Tyler's cloud-based Municipal Justice 10 (MJ10) Software as a Service (SaaS)
- These services provide for the transition and transformation of data
- A Software as a Service Agreement as been negotiated with Tyler Technologies, Inc. through the Sourcewell Contract 060624-TTI

IT Department Recommendation

- Endorses the requested approval and acquisition of professional and implementation services required to support the stabilization of network systems in the not-to-exceed amount of $110,314.00

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

FROM: **Matthew Dane, Director**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Contract with Dowtech Specialty Contractors for the HWTP VFD Replacement Project *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve awarding the contract to Dowtech Specialty Contractors for the replacement of two (2) Variable Frequency Drives (VFDs) at the Hargesheimer Water Treatment Plant (HWTP) in the amount of $191,300. The VFDs operate the reverse osmosis feed pumps that regulate flow and pressure into the RO membrane system. The existing VFDs are over 15 years old, and both units have failed. They are Robicon 454GT models, and parts are no longer manufactured. Without operational VFDs, the RO units cannot function, impacting water production.

SPECIAL CONSIDERATIONS

This project includes the delivery, installation, and certification of two 450HP 480V packaged VFDs. It allows for full replacement of the existing enclosures and includes removal and proper disposal of old units. Installation will follow engineered drawings to match existing footprint and reduce downtime. The project was publicly advertised on the City's website and in the newspaper: Published: April 11, 2025, Bids opened May 8th, 2025 with one addendum issued. Three bids were received. Dowtech Specialty Contractors was the lowest responsible bidder. Both Water Utilities staff and NexGrade Engineering recommend award.

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 contract to Dowtech Specialty Contractors for the HWTP VFD Replacement Project in the amount of $191,300.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution - HWTP VFD Replacement
2. HWTP VFD Replacement Contract - Signed
3. 11261- RO VFD at HWTP LOR
4. HWTP VFD Replacement Bid Tab
5. 3 - Presentation - HWTP VFD Replacement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE CONTRACT TO DOWTECH SPECIALTY CONTRACTORS FOR THE HARGESHEIMER WATER TREATMENT PLANT VFD REPLACEMENT PROJECT.

WHEREAS, the City of Abilene owns and operates the Hargesheimer Water Treatment Plant (HWTP), which provides treated water to the city; and

WHEREAS, the reverse osmosis system at HWTP requires two 450HP Variable Frequency Drives (VFDs) to control flow and pressure into the RO membranes; and

WHEREAS, the existing VFDs have failed and cannot be repaired due to discontinued parts, rendering the RO system inoperable; and

WHEREAS, the City advertised the project publicly and received three bids; and

WHEREAS, Dowtech Specialty Contractors submitted the lowest responsive bid and was determined to be qualified to perform the work; 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 Dowtech Specialty Contractors for the HWTP VFD Replacement Project in the amount of $191,300.

ADOPTED this 12th day of June, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12th day of June, 2025is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Dowtech Specialty Contractors, Inc., of the City of Baird, State of Texas. ("Contractor").

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

THE AGREEMENT

1. **Work and Consideration**. hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

HWTP VFD REPLACEMENT PROJECT

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

In consideration of this Work, the City will pay the Contractor the sum of $191,300.00.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company"

does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

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

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

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

CONTRACTOR

Name of Contractor:

Dowtech Specialty Contractors, Inc.

Business Address:

4703 CR 527

Baird, Texas 79504

Signature

Gerald Downing
Name - Typed or Printed

President
Title - Typed or Printed

(325) 893-4684
Business Phone No.

75-2876279
Federal Tax I.D.#

ATTEST: (If Corporation)

Jo Beth Downing
Corporate Secretary's Signature

Corporate Seal
(if none, write "None") None

CITY OF ABILENE

Authorized Signature

ATTEST:

City Secretary

Seal:

APPROVED:

City Attorney

NexGrade Engineering
Shane Sargeant, P.E.
500 Chestnut St, Ste. 1800
Abilene, TX 79602
shane.sargeant@nexgrade.com
(325) 268-8933

May 17, 2025

Mr. Jeremiah Bihl, P.E, PMP
Assistant Director of Water Utilities
City of Abilene
555 Walnut St.
Abilene, TX 79601

Subject: Recommendation for Award – HWTP VFD Replacement Project (BID #CB-2540)

Dear Mr. Bihl,

Following our review of the five bids received for the HWTP VFD Replacement Project (BID #CB-2540), we respectfully submit our recommendation to award the contract to Dowtech Specialty Contractors. Dowtech Specialty Contractors has been identified as the lowest responsible bidder. Their bid was complete, responsive, and met the technical and administrative requirements of the project.

Based on our evaluation, we believe they possess the qualifications and experience necessary to successfully complete the work in accordance with the City's expectations and standards. Please feel free to contact me should you have any questions or require additional information.

Sincerely,
Shane Sargeant, P.E.
NexGrade Engineering

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: **Water Utilities**
BID NO.: **CB-2540**
TIME OF OPENING: **2:00pm**
DATE OF OPENING: **May 8, 2025**

				TEXAS OIL ELECTIRC, Inc. (OPTION 1)		TEXAS OIL ELECTIRC, Inc. (OPTION 2)		TEXAS OIL ELECTIRC, Inc. (OPTION 3)		ACME ELECTRIC COMPANY		DOWTECH SPECIALTY CONTRACTORS	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	VFD REPLACEMENT												
1	LUMP SUM	1	each	$ 379,133.73	$ 379,133.73	$ 342,172.18	$ 342,172.18	$ 241,722.46	$ 241,722.46	$ 585,000.00	$ 585,000.00	$ 191,300.00	$ 191,300.00
	TOTAL				$ 379,133.73		$ 342,172.18		$ 241,722.46		$ 585,000.00		$ 191,300.00
BASE BID					**$ 379,133.73**		**$ 342,172.18**		**$ 241,722.46**		**$ 585,000.00**		**$ 191,300.00**
DISCOUNT					0%		0%		0%		0%		0%
TOTAL BID					**$ 379,133.73**		**$ 342,172.18**		**$ 241,722.46**		**$ 585,000.00**		**$ 191,300.00**

NOTES:

Award the Contract to Dowtech Specialty Contractors for the HWTP VFD Replacement Project

CITY OF ABILENE TEXAS

HWTP VFD Replacement

- Approve contract with Dowtech Specialty Contractors for $191,300
- Replace two failed 450HP VFDs at Hargesheimer Water Treatment Plant
- VFDs control the pumps that provide flow and pressure to the RO membrane system
- Existing VFDs (Robicon 454GTs) are over 15 years old and are no longer supported by the manufacturer
- Replacement is essential to restore treated water production capacity

CITY OF ABILENE TEXAS

HWTP VFD Replacement

- Delivery, assembly, installation and certification of two 450HP 480V packaged VFDs
- Advertised: April 11, 2025, Bids Closed: May 8, 2025
- Three bids received, Dowtech submitted lowest responsive bid
- Funded from Water Utilities FY25 Operating Budget

CITY OF ABILENE TEXAS

Award the Contract to Dowtech Specialty Contractors for the HWTP VFD Replacement Project

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **11. Ordinance (First Reading) CUP-2025-09: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow a Freight Container Within General Retail (GR) Zoning. Located at 6410A Buffalo Gap Road *(Tim Littlejohn)***

GENERAL INFORMATION

In 2016, the newly constructed retail building welcomed its first occupants. Several businesses have made it their home; it wasn't until July 2022 that Blue Barrel Bar & Grill began operations. Most recently Blue Barrel Bar & Grill has found themselves in need of additional storage and prompting the use of a freight container.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval,** with the following conditions;

- Freight container must be located completely behind the building and out of view from the right-of-way.
- Container must be of a solid color to match the dominant color of principal structure.
- Freight containers may not be stacked, or have any other items stacked on top.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with conditions by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. CUP-2025-09 Staff Report
3. CUP-2025-09 Plan of Operation
4. CUP 2025-09 Waiver
5. CUP-2025-09 Application
6. 4121 Antilley Rd - Opposed
7. 4117 Antilley Rd - Opposed
8. 6326 Buffalo Gap Rd
9. CUP-2025-09 Presentation (1)

ORDINANCE NO. _____

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

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A and Exhibit B, 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 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

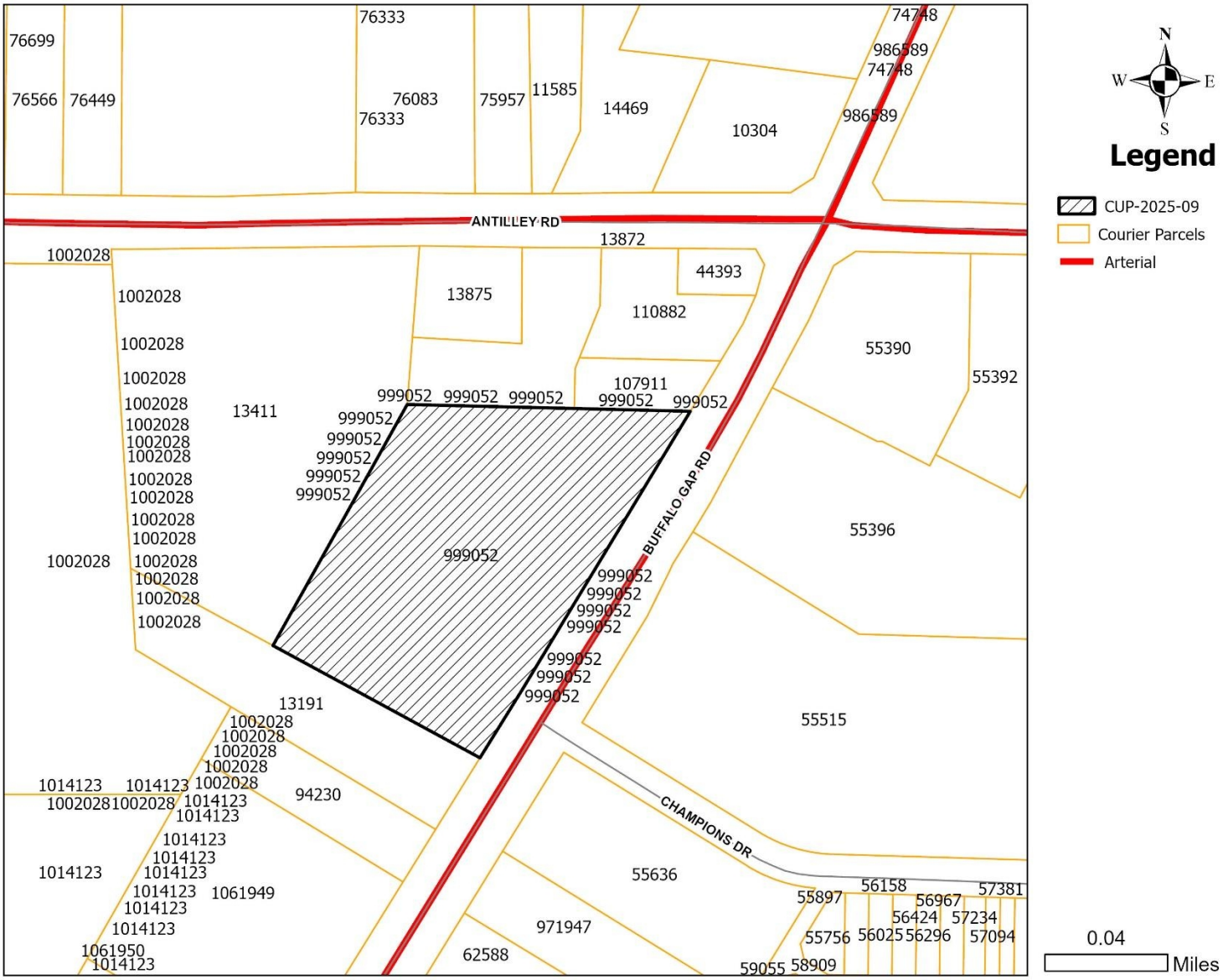
ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow a freight container within General Retail (GR) zoning.

Legal description Lot 1, Block A, Casey Addition, Abilene, Taylor County, Texas

Located at 6410A Buffalo Gap Rd.



ORDINANCE NO. _____

EXHIBIT B

(1) Subject to the following conditions

- Freight container must be located completely behind the building and out of view from the right-of-way.
- Container must be of a solid color to match the dominant color of principal structure.
- Freight containers may not be stacked, or have any other items stacked on top.

-END-

ZONING CASE: CUP-2025-09 STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 3, 2025
City Council 1st Read: June 12, 2025
City Council 2nd Read: June 26, 2025

Applicant
Owner: T and C Casey Enterprises, LLC
Agent: Ramon Moreno Jr – Blue Barrel Bar & Grill, LLC

Case Manager
Clarissa Ivey – Planner

Request
Apply a Conditional Use Permit to allow a freight container within General Retail (GR) zoning.

Location
Located at 6410A Buffalo Gap Road.
Legal description being, Lot 1, Block A, Casey Addition, Abilene, Taylor County, Texas

Background
In 2016, the newly constructed retail building welcomed its first occupants. Several businesses have made it their home; it wasn't until July 2022 that Blue Barrel Bar & Grill began operations. Most recently Blue Barrel Bar & Grill has found themselves in need of additional storage and prompting the use of a freight container.

Existing Uses/Zoning

	Zoning	Existing Land Use
North	GC	Offices
East	GR	Undeveloped
South	GR	Vacant Lot
West	GR	Undeveloped/Floodway

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 use 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 freight container as proposed is not appropriate. For the use to be appropriate in the immediate area this will need to be screened from view. This is typically achieved by building a fence around the freight container, given the unique layout of this property the freight container will need to be relocated completely behind the building and out of view from Buffalo Gap Rd.

(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.
It is the opinion of the staff that there are no other factors present that substantially affect the public health, safety, morals, or general welfare of the City of Abilene.

P&Z Recommendation

Planning & Zoning Commission recommends **approval** of the Conditional Use Permit, subject to following conditions;

- Freight container must be located completely behind the building and out of view from the right-of-way.
- Container must be of a solid color to match the dominant color of principal structure.
- Freight containers may not be stacked, or have any other items stacked on top.

Attachments

- Application
- Plan of Operation
- PowerPoint

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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
D & K LLC	110882	6326 BUFFALO GAP RD	O
HAMIL ROBERT ELLIOTT	971947	6501 BUFFALO GAP RD	
HEB GROCERY CO LP	55390	6301 BUFFALO GAP RD	
HEB GROCERY COMPANY LP	55396	6381 BUFFALO GAP RD	
HEB GROCERY COMPANY LP	55515	6401 BUFFALO GAP RD	
HUNTLEY BRIAN	13872	4117 ANTILLEY RD	O
HUNTLEY BRIAN	13875	4121 ANTILLEY RD	O
KEMP CYNTHIA YVETTE	94230	6502 BUFFALO GAP RD	
KILCON PROPERTIES LLC	13191	6466 BUFFALO GAP RD	
LEGACY FUNERAL HOLDINGS INC	55636	6449 BUFFALO GAP RD	
TERRY CRAIG CASEY REV TRUST	13411	6458 BUFFALO GAP RD	
TIGRIS XIII LTD	1002028	4333 ANTILLEY RD	
WALKER GLYNN	107911	6350 BUFFALO GAP RD	

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
KILCON PROPERTIES LLC	13191	6466 BUFFALO GAP RD	
TERRY CRAIG CASEY REV TRUST	13411	6458 BUFFALO GAP RD	
HUNTLEY BRIAN	13872	4117 ANTILLEY RD	O
HUNTLEY BRIAN	13875	4121 ANTILLEY RD	O
HEB GROCERY CO LP	55390	6301 BUFFALO GAP RD	
HEB GROCERY COMPANY LP	55396	6381 BUFFALO GAP RD	
HEB GROCERY COMPANY LP	55515	6401 BUFFALO GAP RD	
LEGACY FUNERAL HOLDINGS INC	55636	6449 BUFFALO GAP RD	
KEMP CYNTHIA YVETTE	94230	6502 BUFFALO GAP RD	
WALKER GLYNN	107911	6350 BUFFALO GAP RD	
D & K LLC	110882	6326 BUFFALO GAP RD	O
HAMIL ROBERT ELLIOTT	971947	6501 BUFFALO GAP RD	
TIGRIS XIII LTD	1002028	4333 ANTILLEY RD	

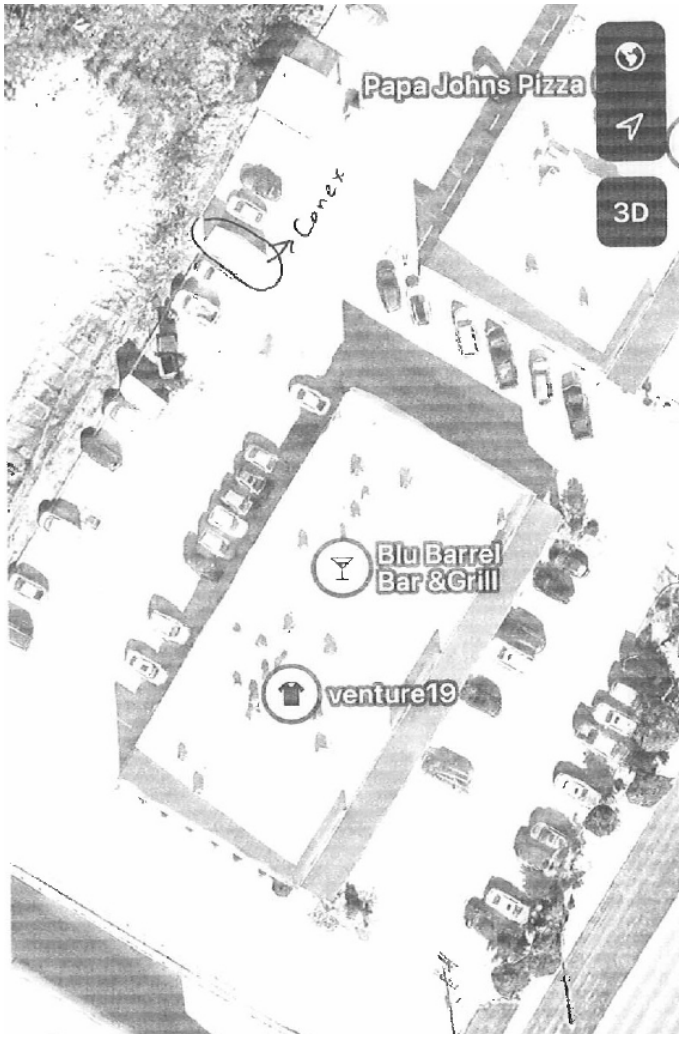
Proposed Location

CUP Plan of Operation

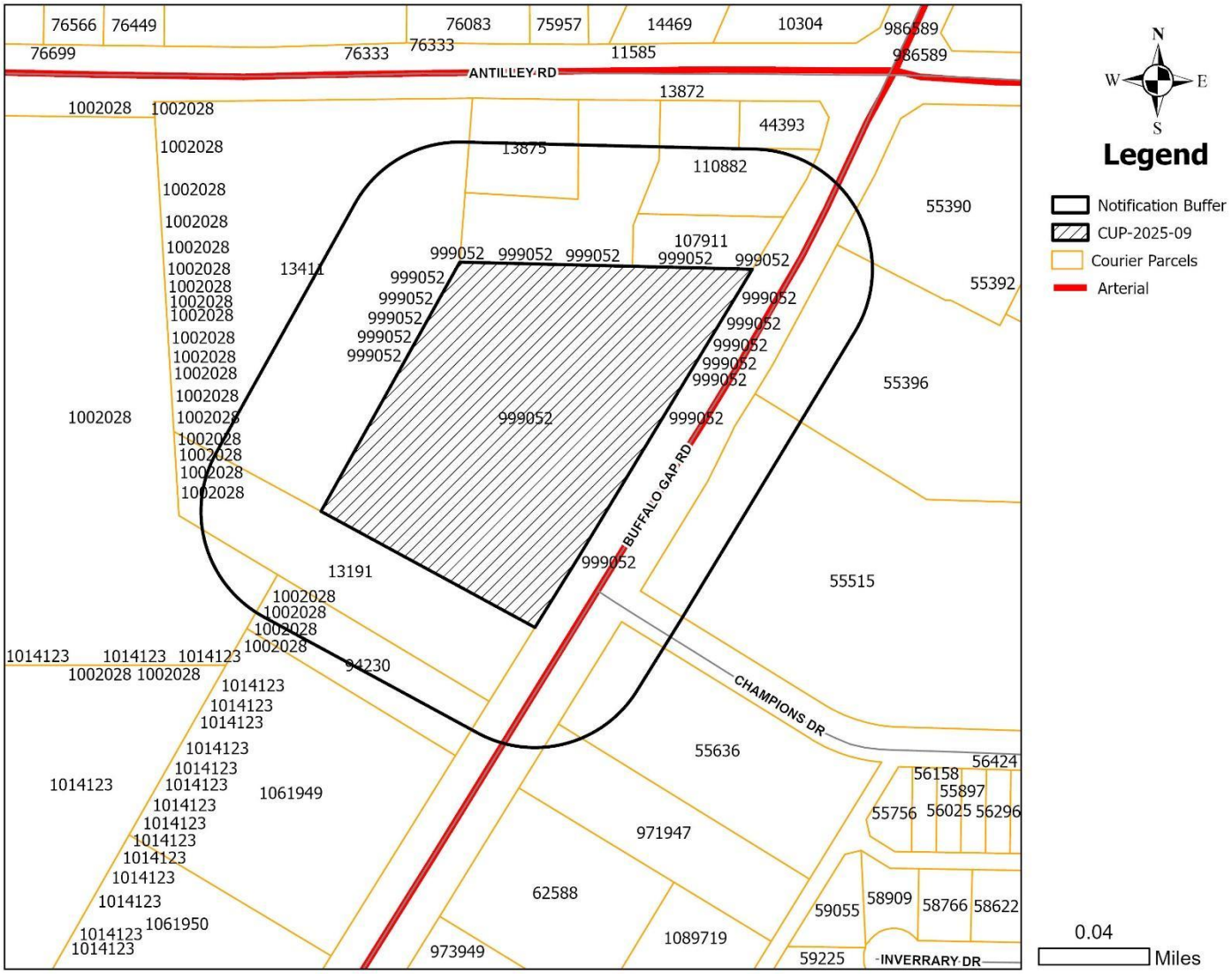
1. We have purchased one conex(storage) for storage of restaurant materials that do not require refrigeration, i.e. cups, paper towels, silverware, etc.

2. Our staff arrives around 10AM to prepare for start of business at 11AM and closes at Midnight 7 days a week.

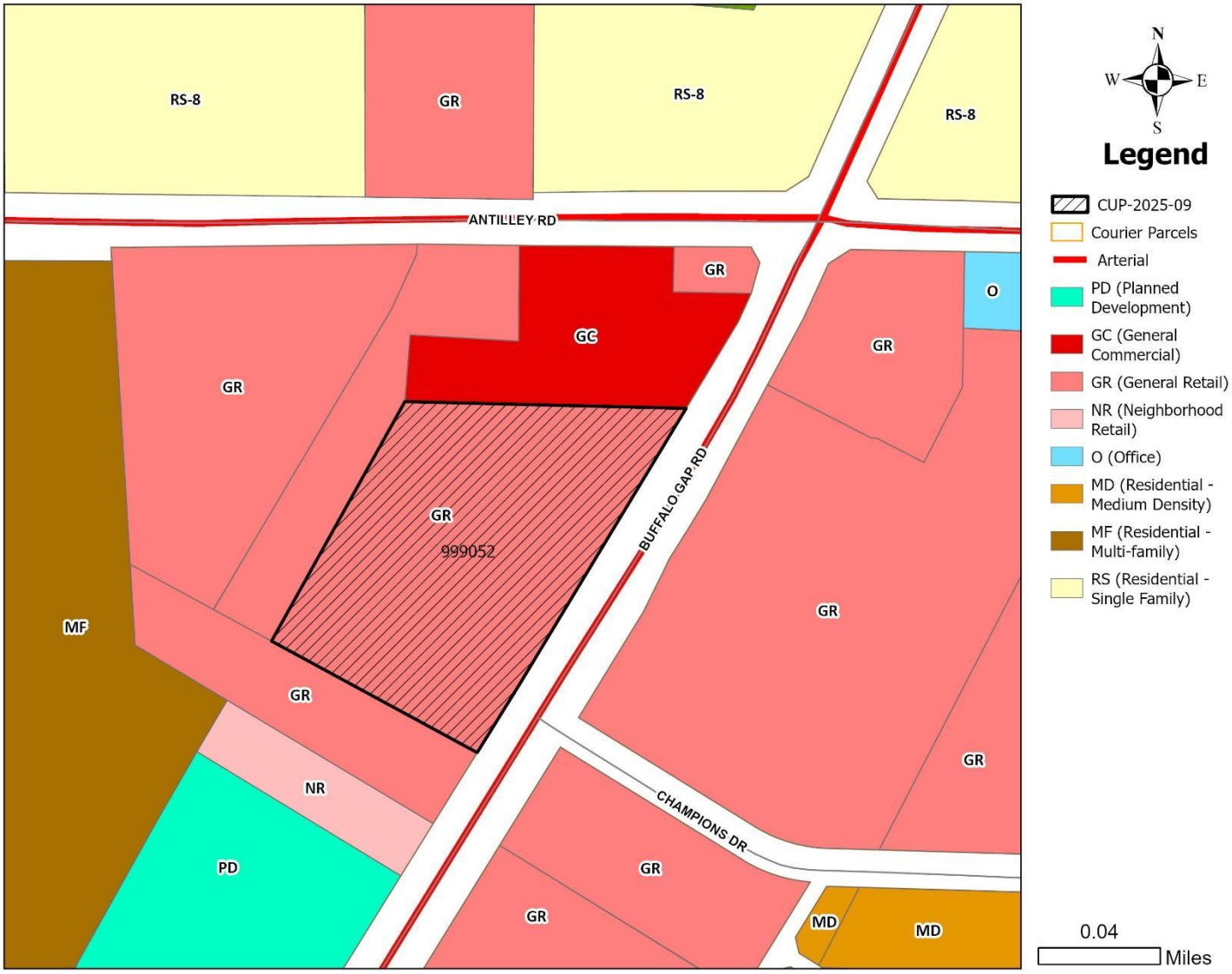
2. The conex is a stand-alone storage mini building positioned behind the restaurant for easy accessibility when supplies are needed. It allows clearance for any vehicles that may need to enter behind the buildings.



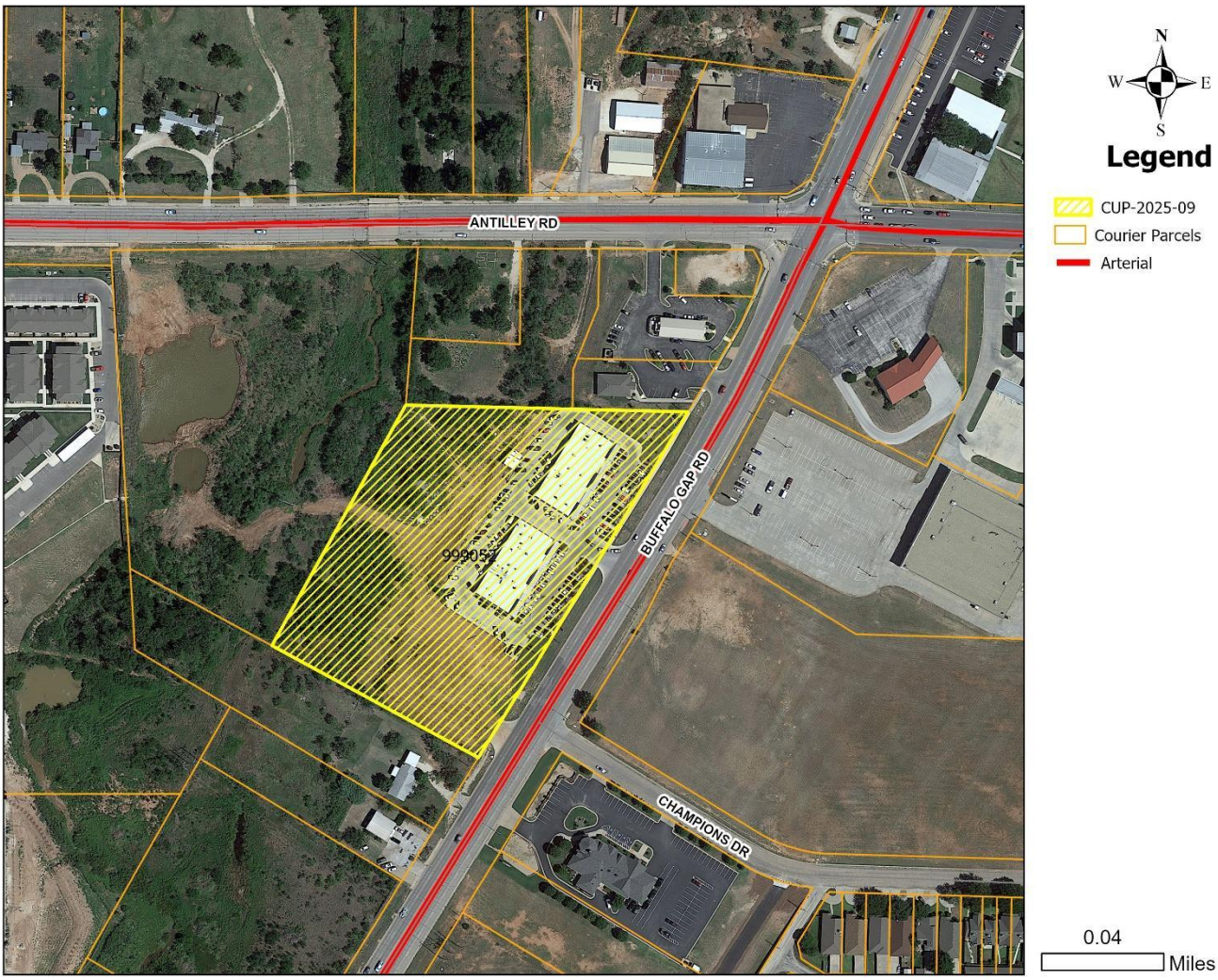
NOTIFICATION MAP



ZONING MAP


RS-8
GR
RS-8
RS-8
ANTILLEY RD
GR
GC
GR
O
GR
GR
999052
BUFFALO GAP RD
MF
GR
GR
NR
CHAMPIONS DR
PD
GR
GR
MD
MD
N
W
E
S
Legend
CUP-2025-09
Courier Parcels
Arterial
PD (Planned Development)
GC (General Commercial)
GR (General Retail)
NR (Neighborhood Retail)
O (Office)
MD (Residential - Medium Density)
MF (Residential - Multi-family)
RS (Residential - Single Family)
0.04
Miles

Location Map



CUP Plan of Operation

1. We have purchased one conex(storage) for storage of restaurant materials that do not require refrigeration, i.e. cups, paper towels, silverware, etc.

2. Our staff arrives around 10AM to prepare for start of business at 11AM and closes at Midnight 7 days a week.

2. The conex is a stand-alone storage mini building positioned behind the restaurant for easy accessibility when supplies are needed. It allows clearance for any vehicles that may need to enter behind the buildings.

WAIVER OF CONCEPT PLAN

A concept plan will not be required for CUP 2025-09, Staff does not feel it is relevant to the decision of this case.

Timothy A Littlejohn

Director of Planning and Development Services

2025 Development Application

Zoning Application Page 1 of 3

Planning

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

Relief Procedures

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

Other:

Project Name: Blu Barrel Bar + Grill, LLC

Address: 6410 Buffalo Gap Rd #A Number of Lots: Acreage:

Legal Description:

Subdivision Name: Block: Lot:

Current Zoning: Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Ramon Moreno, Jr

Address: 173 Western Trl

City, State, Zip: Buffalo Gap, TX 79508 Fax:

Phone: 325-268-6853 Email: ~~ramon morenotx@gmail.com~~ hfreedom52@gmail.com

Agent Name:

Address:

City, State, Zip: Fax:

Phone: Email:

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

Signature of Owner: Helen Moreno for Ramon Date: 3-6-2025

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

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?

NA

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?

NA

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?

NA

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

NA

Other Required Forms - Disclosure of Interest (See Attached)

2025 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: Casey Addn Lot 1 Block A
Total Number of Acres: 5.3
Zoning Classification(s): GR/C-OR
Total Number of Lots: A
Location: 6410 Buffalo Gap Rd Ste A

Property Owner Information & Authorization

Name/Company: T and C Casey Enterprises, LLC
Address: 6382 Buffalo Gap Rd Suite B
City: Abilene State: Tx Zip Code: 79606
Phone: 325 669 8940 Email: platinumbuilders14@yahoo.com

Project Representation (check one):

☒ I will represent the application myself; OR

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

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

Property Owner's Signature: T S **Date:** 3-21-25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Trevor Casey (*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 21 day of March, 2025

LISA BUFF
Notary Public, State of Texas
NOTARY ID # 2588658
My Commission Exp 03-15-2028

Lisa Buff
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Ramon Moreno Jr Company: Blu Barrel Bar & Grill, LLC
Address: 6410 Buffalo Gap Rd Ste A City: Abilene, TX ~~79606~~ State: TX
Zip Code: 79606 Number: 325-704-3133 Email: bfreedom526@gmail.com

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? O Yes ☒ No

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

_____

_____

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

_____

_____

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

Name of Certifying Person *(print)*: Trevor Casey

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: Helen Moreno for Lannon Moreno, Jr

DATE: 3-6-2025

2025 Development Application

THE STATE OF TEXAS)

)

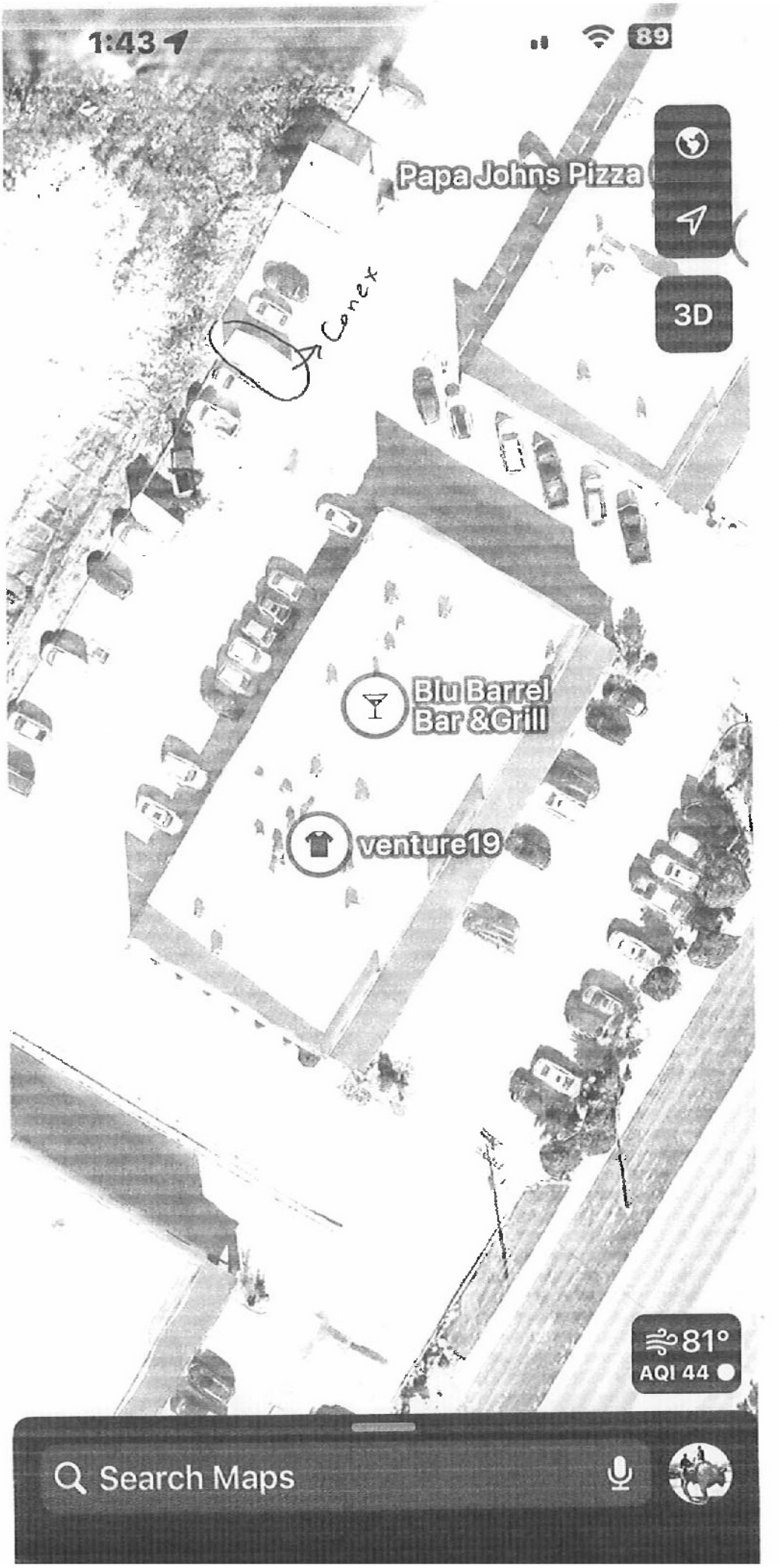
COUNTY OF TAYLOR)

Know all men by these presents that the undersigned ~~owner of~~ tenant 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 3-6, 2025

*(cross out the inapplicable phrase)


1:43
89
Papa Johns Pizza
3D
Conex
Blu Barrel
Bar &Grill
venture19
81°
AQI 44
Search Maps

CUP Plan of Operation

1. We have purchased one conex(storage) for storage of restaurant materials that do not require refrigeration, i.e. cups, paper towels, silverware, etc.

2. Our staff arrives around 10AM to prepare for start of business at 11AM and closes at Midnight 7 days a week.

2. The conex is a stand-alone storage mini building positioned behind the restaurant for easy accessibility when supplies are needed. It allows clearance for any vehicles that may need to enter behind the buildings.

DIMENSIONS AND WEIGHTS

EXTERNAL			
LENGTH	6,058 MM	19 FT	10-1/2 IN
WIDTH	2,438 MM	8 FT	0 IN
HEIGHT	2,591 MM	8 FT	6 IN

INTERNAL			
LENGTH	5,898 MM	19 FT	4-13/64 IN
WIDTH	2,352 MM	7 FT	8-19/32 IN
HEIGHT	2,393 MM	7 FT	10- 7/32 IN

DOOR OPENING			
WIDTH	2,340 MM	7 FT	8- 1/8 IN
HEIGHT	2,280 MM	7 FT	5-49/64 IN

CUBIC CAPACITY 33.2 CU.M 1,170 CU.FT

TARE	2,040 KG	4,500 LB
NET	28,440 KG	62,700 LB
MAX. GROSS	30,480 KG	67,200 LB

CITY OF ABILENE TEXAS

HUNTLEY BRIAN
PO BOX 685
BUFFALO GAP, TX 79508-0685

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-09 **May 19, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 3, 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 conditional use permit is requested by the owner or the owner's agent. The property under consideration for a Conditional Use Permit is currently zoned General Retail (GR). The request involves allowing a freight container to be placed behind the primary building. Located at 6410A Buffalo Gap Rd. Legal description Lot 1, Block A, Casey Addition Abilene, Taylor County, Texas. The property is currently zoned General Commercial (GR), and the request is to allow a freight container.

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 **June 26, 2025, at 10:00 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6237 or by email address planning@abilenetx.gov

---

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-09

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:	999052	Your Name:	HUNTLEY BRIAN	I am in favor of the request ☐
Requestor's Property Zoning:	GR	Your Property Address:	4121 ANTILLEY RD	
Requestor's Proposed Zoning:	GR/CUP	Your Parcel ID:	13875	I am opposed to the request ☒

Signature: Brian Huntley 2 June 2025

CITY OF ABILENE TEXAS

HUNTLEY BRIAN
PO BOX 685
BUFFALO GAP, TX 79508-0685

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2025-09 **May 19, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 3, 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 conditional use permit is requested by the owner or the owner's agent. The property under consideration for a Conditional Use Permit is currently zoned General Retail (GR). The request involves allowing a freight container to be placed behind the primary building. Located at 6410A Buffalo Gap Rd. Legal description Lot 1, Block A, Casey Addition Abilene, Taylor County, Texas. The property is currently zoned General Commercial (GR), and the request is to allow a freight container.

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 **June 26, 2025, at 10:00 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6237 or by email address planning@abilenetx.gov

---

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-09

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:	999052	Your Name:	HUNTLEY BRIAN	I am in favor of the request ☐
Requestor's Property Zoning:	GR	Your Property Address:	4117 ANTILLEY RD	
Requestor's Proposed Zoning:	GR/CUP	Your Parcel ID:	13872	I am opposed to the request ☒

Signature: Bri Huntley 29 MAY 2025

ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2025-09

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.

JUN 4 AM 8:50

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

Requestor's Parcel ID:	999052	Your Name:	D & K LLC	I am in favor of the request ☐
Requestor's Property Zoning:	GR	Your Property Address:	6326 BUFFALO GAP RD	
Requestor's Proposed Zoning:	GR/CUP	Your Parcel ID:	110882	I am opposed to the request ☑

Signature:

CONDITIONAL USE PERMIT

Case: CUP-2025-09

Agent: Ramon Moreno Jr – Blue Barrel Bar & Grill, LLC

Request: Conditional Use Permit to allow a freight container.

Location: 6410A Buffalo Gap Rd

Notification: 0 in Favor, 3 in Opposition

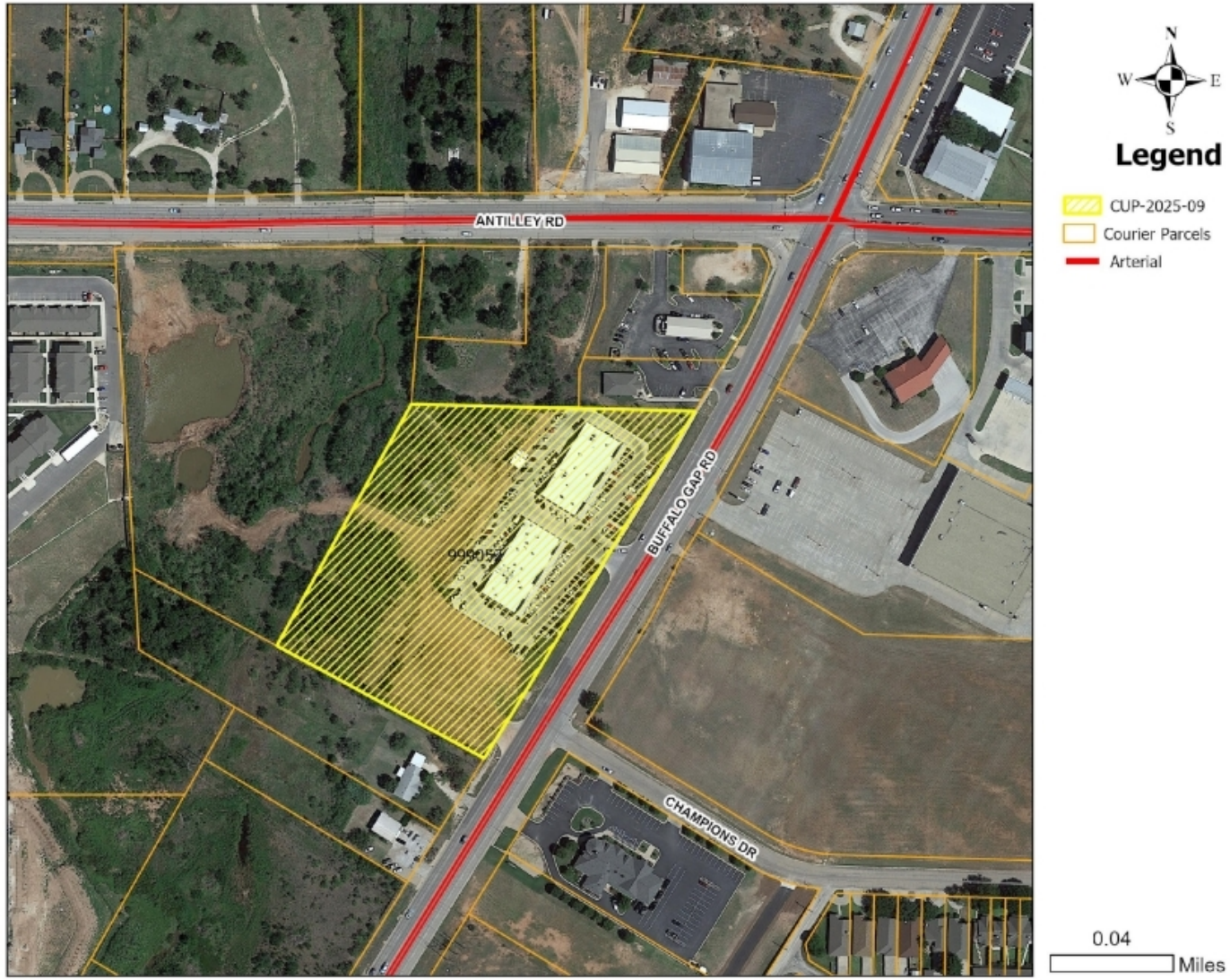
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025

June 26, 2025

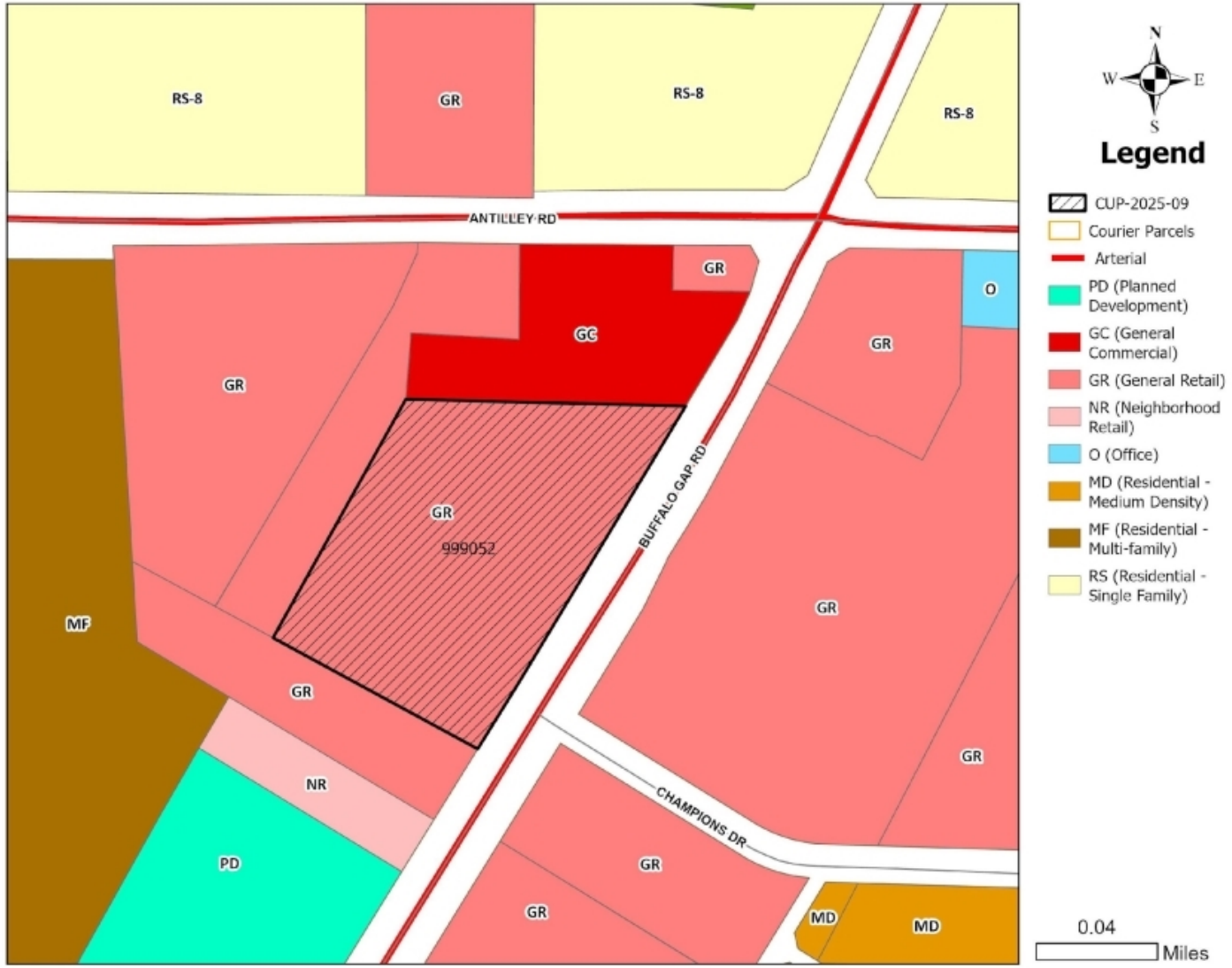
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

East Neighboring Property

West Neighboring Property

South Neighboring Property

CITY OF ABILENE TEXAS

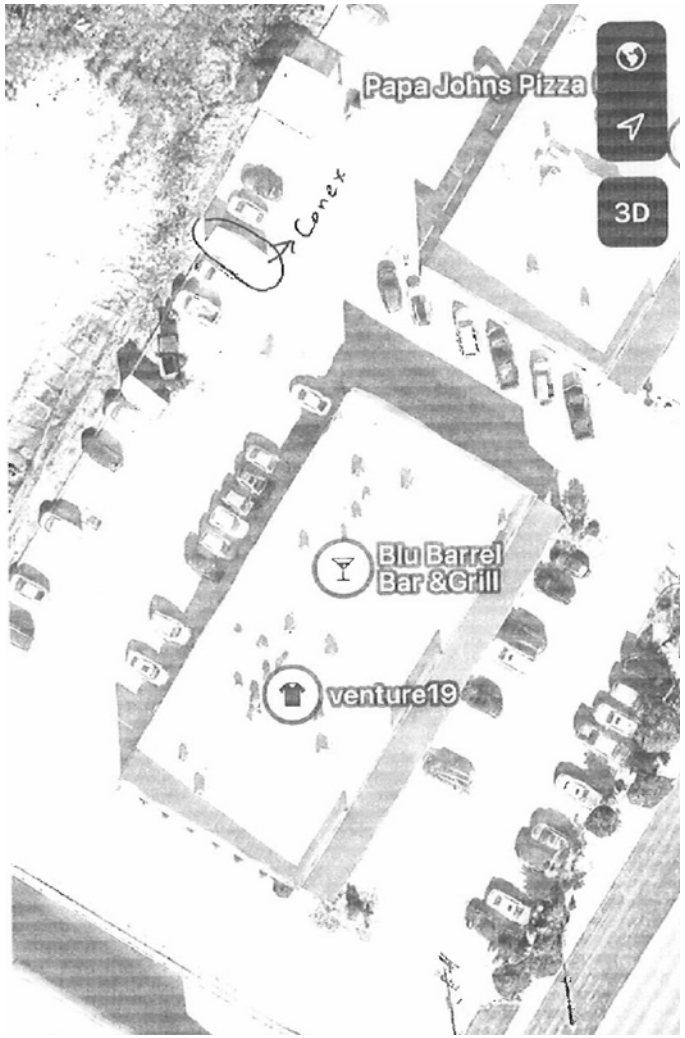
PLAN OF OPERATIONS

CUP Plan of Operation

1. We have purchased one conex(storage) for storage of restaurant materials that do not require refrigeration, i.e. cups, paper towels, silverware, etc.

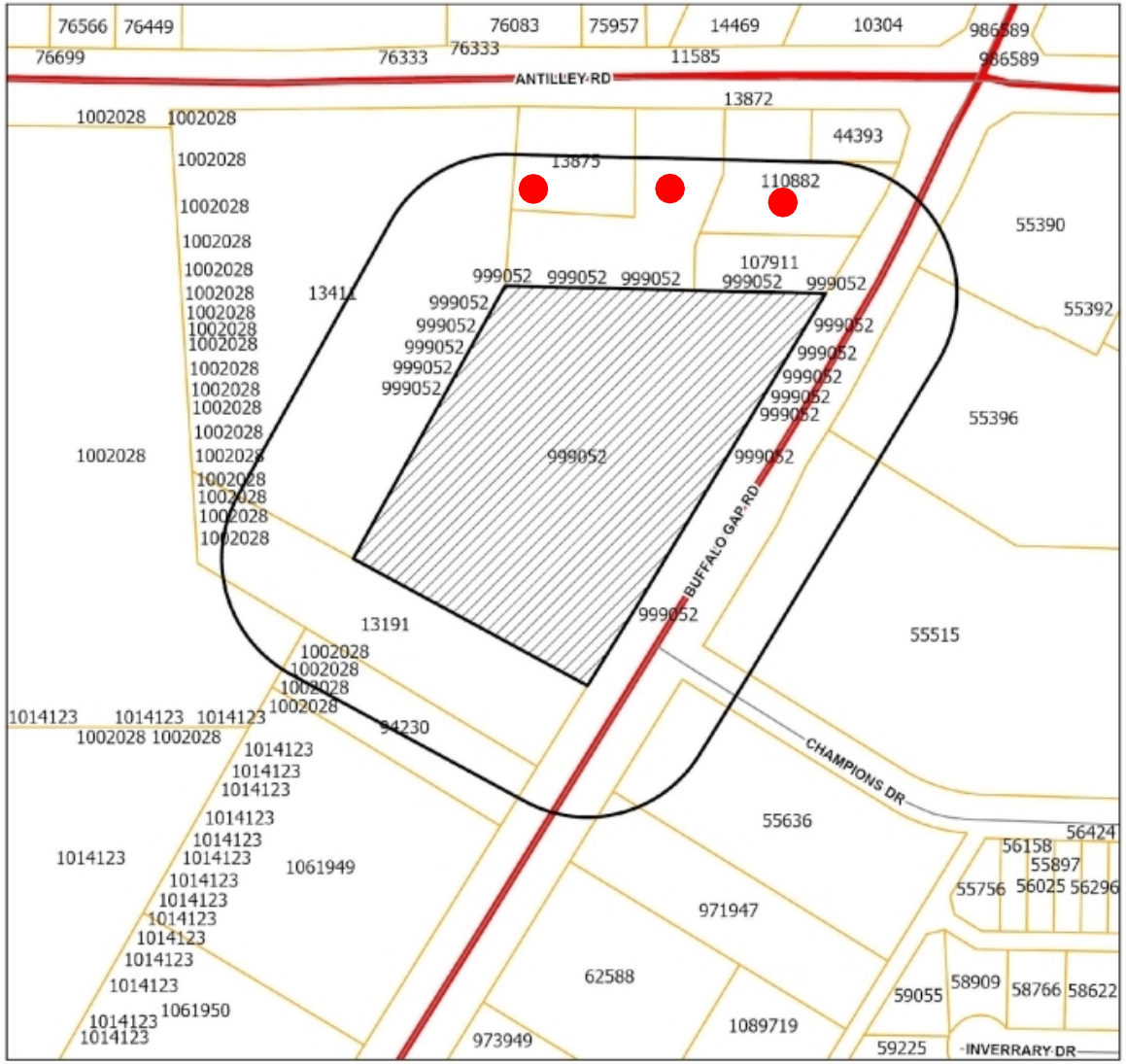
2. Our staff arrives around 10AM to prepare for start of business at 11AM and closes at Midnight 7 days a week.

2. The conex is a stand-alone storage mini building positioned behind the restaurant for easy accessibility when supplies are needed. It allows clearance for any vehicles that may need to enter behind the buildings.



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Legend

- Notification Buffer
- CUP-2025-09
- Courier Parcels
- Arterial

0 - In Favor-

3- Opposed-

21.08% Opposition

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.

*__Requires supermajority vote:__

Planning & Zoning Commission recommends **approval** of the Conditional Use Permit subject to:

•Freight container must be located completely behind the building and out of view from the right-of-way.

•Container must be of a solid color to match the dominant color of principal structure.

•Freight containers may not be stacked, or have any other items stacked on top.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **12. Ordinance (First Reading) CUP-2025-10: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit (CUP) to Allow for a Social Organization within Medium Density (MD) Zoning. Located at 1726 Swenson Street *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was built in 1910 before being annexed into the City in 1911 as Medium Density (MD) zoning. Historic Overlay was added to the subject property in 1989. The subject property is owned by the Swenson House Historical Society, and is currently operating as a Social Organization to fund the upkeep of the property. This request is to allow for an existing non-compliance to become compliant.

SPECIAL CONSIDERATIONS

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 by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (1)
2. Site Plan
3. Staff Report (1)
4. Plan of Operation (1)
5. Owner Authorization (3)
6. Presentation (2)

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

Apply a Conditional Use Permit to allow for a Social Organization within Medium Density (MD) zoning subject to the Plan of Operation (EXHIBIT B).

Legal description being Block 43, College Heights, Abilene, Taylor County, Texas.

Located at 1726 Swenson Street.

EXHIBIT B

Plan of Operation

1. The Swenson House will conduct fund-raising events and be a venue for weddings, showers and other private events between the hours of 9am and 10pm. Some events will serve alcohol but will be TABC certified and will utilize hired security services if the event is not limited to 2 drinks per consumer. Events held outdoors will be tasteful and end no later than 10pm. Noise will be kept to a minimum after 9pm. Music will be conducted indoors and outdoors and will sometimes have music playing outdoors. The music will be tasteful and volume will be contained to the space near the house.

   For free community events, we will have vendor stations at these events which are an addition to the fund raising. These vendor booths and food trucks help draw in crowds to the house and bring awareness to the community.

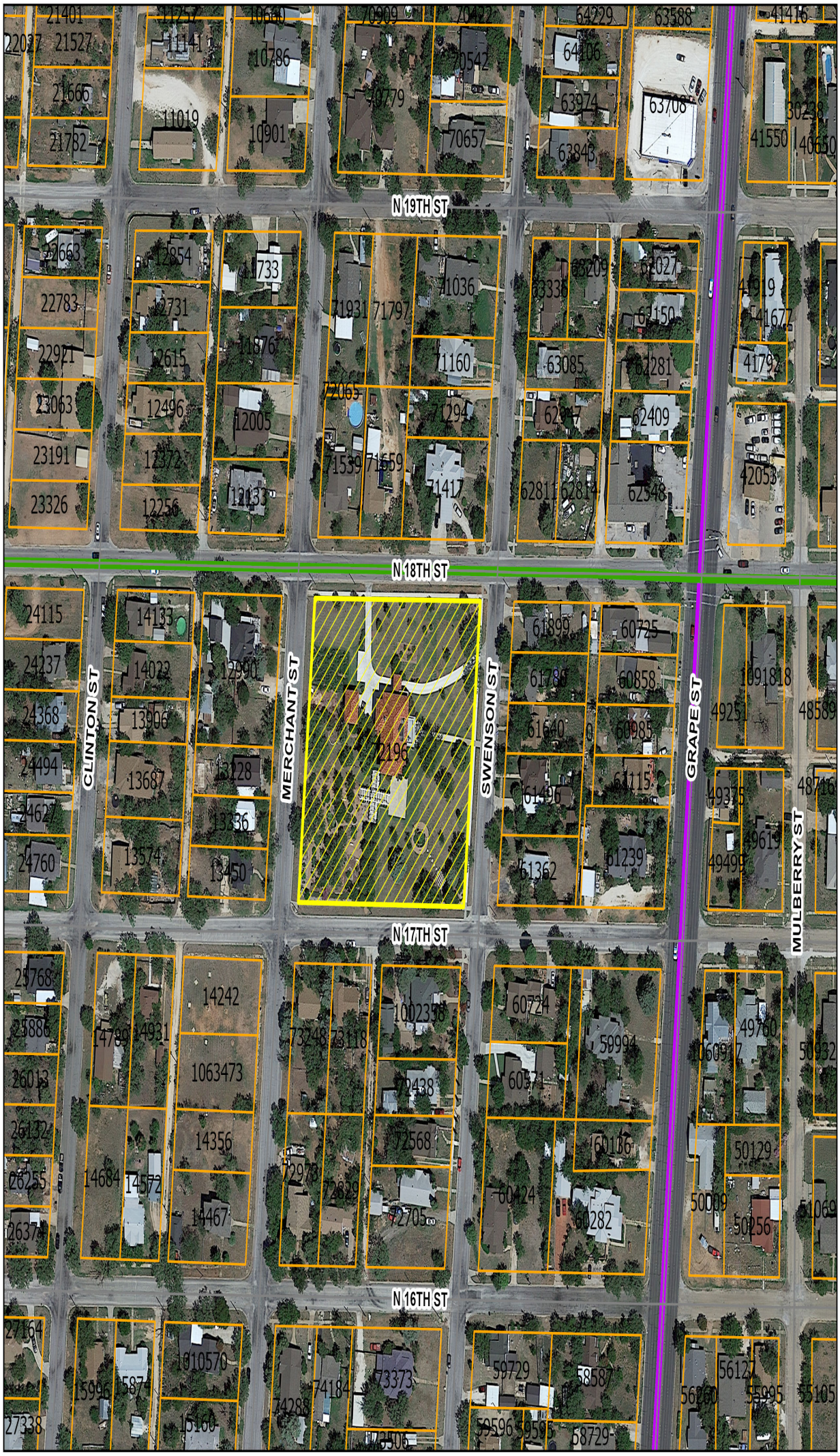
2. The Swenson House Historical Society has a good relationship with the surrounding neighbors and will continue to maintain the property and good will in accordance with the CUP.

3. The Swenson House Historical Society will utilize the existing property, gardens, lawns, parking area and the block of 1726 for its events. No more than three (3) vendor/food trucks will be on the street.

4. Hours of Operation will be from 9am to 10pm. with the dates to be determined. Generally, Friday and Saturday for public events. Private events are subject to change. Monday to Saturday for museum tours.

5. The property will host several major fund raising events, specifically Haunted Abilene, Boo Bash, Christmas Parties, and Spring events, all of which will be indoors and outdoors. There will be in accordance with noise compliance and will have security for any events serving more than 2 drinks per person.

END



N
W E
S

Legend

- CUP-2025-10
- Courier Parcels
- Collector
- Minor

0.03
Miles

ZONING CASE CUP-2025-10 STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: June 3, 2025
City Council 1st Read: June 12, 2025
City Council 2nd Read: June 26, 2025

Applicant
Owner: Swenson House Historical Society
Agent: Tami Conaway

Case Manager
Kera Valois – Planner

Request
The applicant is requesting a Conditional Use Permit to allow a Social Organization within Medium Density (MD) zoning.

Location
The subject property is located at 1726 Swenson Street. Legal description being Block 43, College Heights, Abilene, Taylor County, Texas.

Background
The subject property was built in 1910 before being annexed into the City in 1911 as Medium Density (MD) zoning. Historic Overlay was added to the subject property in 1989. The subject property is owned by the Swenson House Historical Society, and is currently operating as a Social Organization to fund the upkeep of the property. This request is to allow for an existing non-compliance to become compliant.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MD	Residential Zoning
East	MD	Residential Zoning
South	MD	Residential Zoning
West	MD	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 the Medium Density 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, odors, 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 generate additional pedestrian or vehicular traffic but it will not be hazardous or conflicting with the existing traffic for the neighborhood.
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 Medium Density standards and is compatible with the surrounding uses at this location.

P&Z Recommendation

Planning & Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the submitted Plan of Operation.

Attachments

- Plan of Operation
- PowerPoint Presentation
- Owner Authorization

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
1802 GRAPE HOLDING LLC	62814	1742 N 18TH ST	
1802 GRAPE HOLDING LLC	62811	1750 N 18TH ST	
BARRERA JESSE	73118	1771 N 17TH ST	
BASSINGER SHARON GWEN	61640	1725 SWENSON ST	
CONFIDENTIAL OWNER	73248	1789 N 17TH ST	
DALZELL FAMILY LP	41362	1701 SWENSON ST	
DURAN KARLA VANESSA &	1063473	1626 MERCHANT ST	
GARCIA ANDRES	13228	1718 MERCHANT ST	
GARRISON NICOLLE	71539	1790 N 18TH ST	

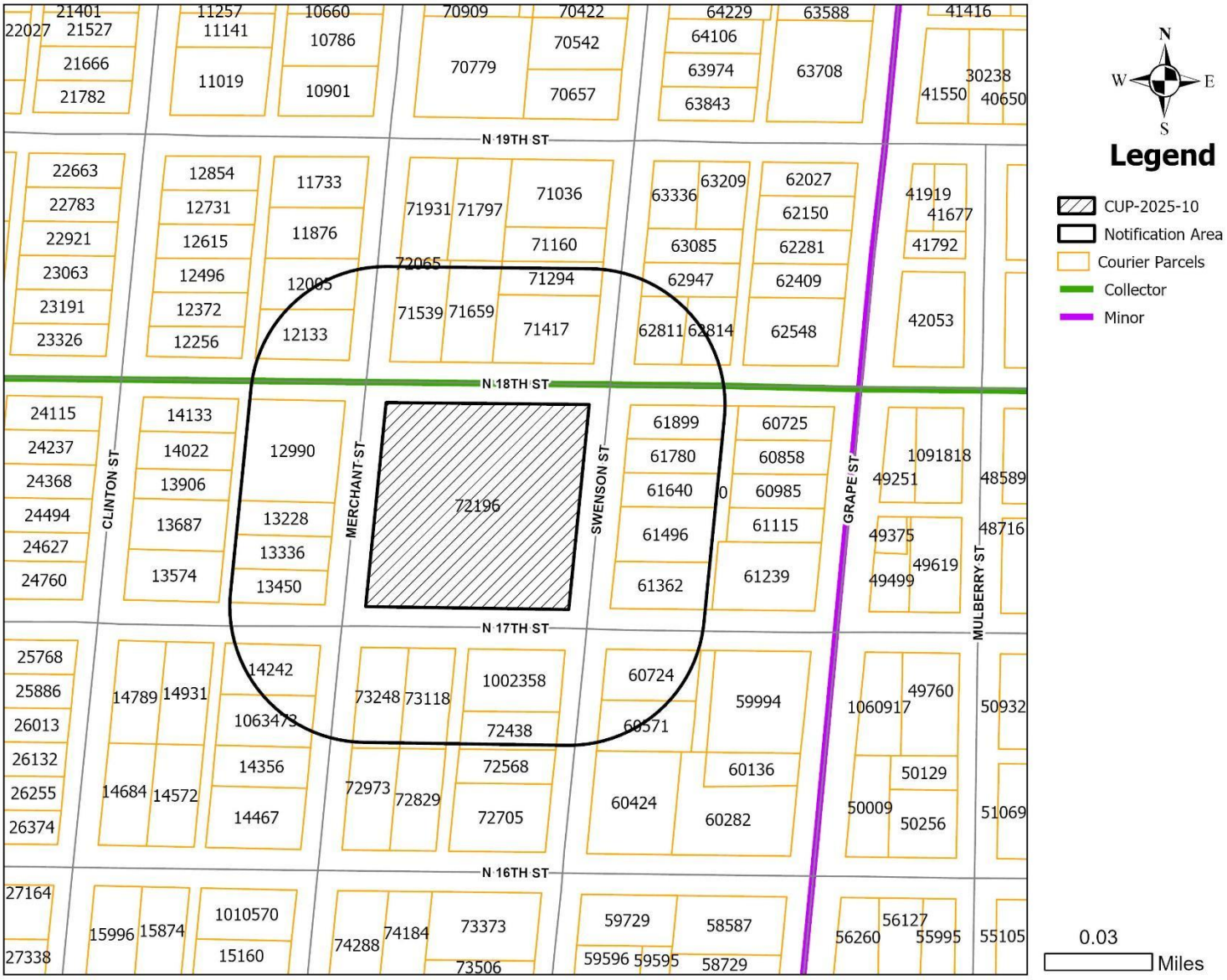
GYSLAIN HURUMA B &	12990	1742 MERCHANT ST	
GYSLAIN HURUMA B &	12990	1742 ½ MERCHANT ST	
GYSLAIN HURUMA B &	12990	1736 MERCHANT ST	
HERNANDEZ MIKE P & GLORIA	61496	1717 SWENSON ST	
HIGHT MATTHEW J	14242	1638 MERCHANT ST	
HOOD DICKIE LYNN &	61899	1741 SWENSON ST	
LARA SANDRA	13336	1710 MERCHANT ST	
LEET ANTHONY ANDRADE	62947	1817 SWENSON ST	
LEET ANTHONY W & KATHRYN A	71417	1802 SWENSON ST	
LOPEZ PHILLIP A & ELVA H	60571	1625 SWENSON ST	
LYMAN JULIE LYNN	12133	1802 MERCHANT ST	
M G THORNTON PROPERTIES LLC	12005	1810 MERCHANT ST	
PECINA LINA SANCHEZ	71659	1782 N 18TH ST	
PIERSALL PAUL R & MARIAN S	1002358	1642 SWENSON ST	
POMPA LYDIA YANEZ	71294	1820 SWENSON ST	
SHRODE CHERYL JEAN	72438	1626 SWENSON ST	
STEPTOE SYNDRIC &	13450	1702 SWENSON ST	
SWENSON HOUSE HISTORICAL SOCIETY	72196	1726 SWENSON ST	
TEXAS MIDWEST HOLDINGS LLC	60724	1641 SWENSON ST	
VILLARREAL GUADALUPE	61780	1733 SWENSON ST	

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

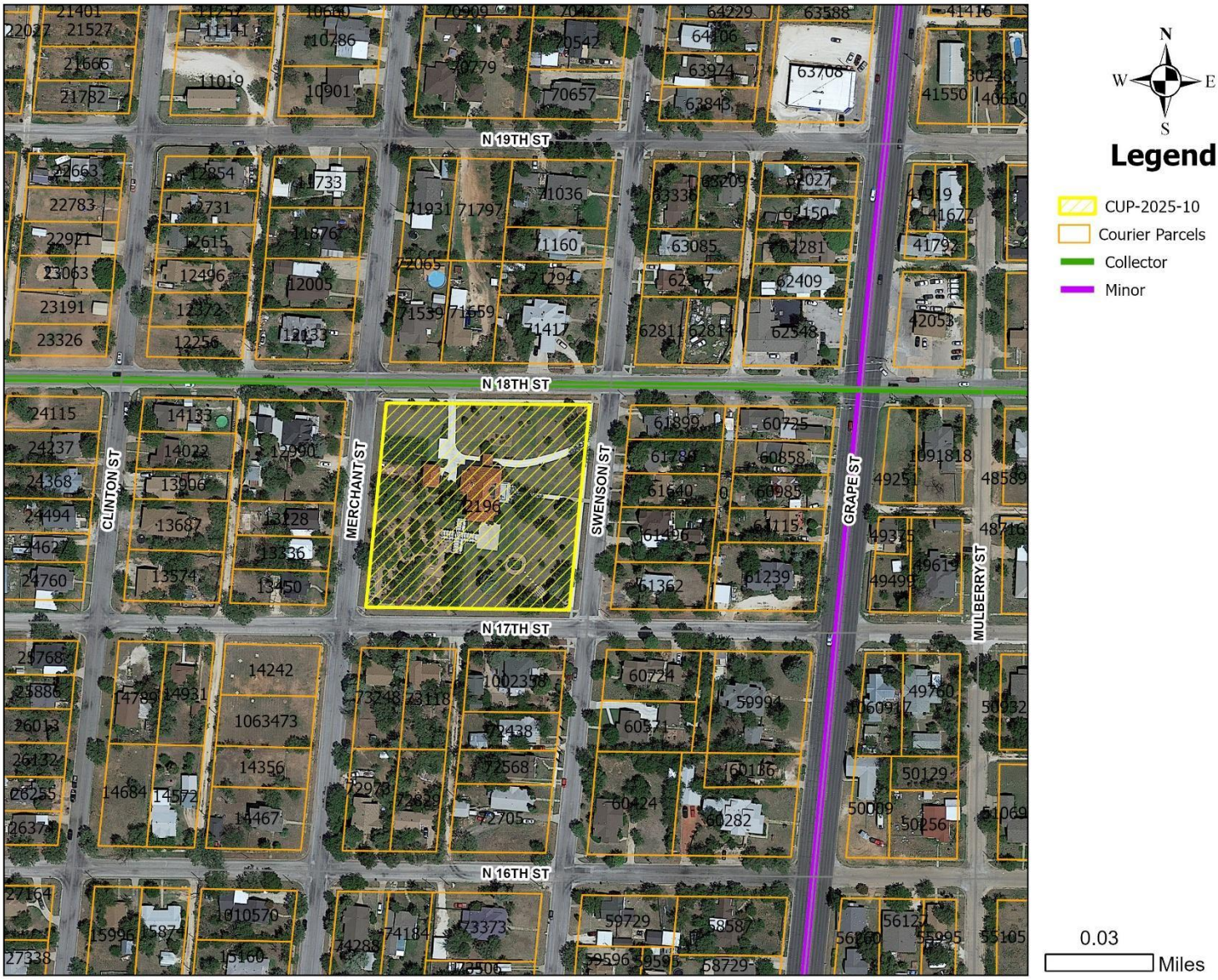
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
M G THORNTON PROPERTIES LLC	12005	1810 MERCHANT ST	
LYMAN JULIE LYNN	12133	1802 MERCHANT ST	
GYSLAIN HURUMA B &	12990	1742 MERCHANT ST	
GYSLAIN HURUMA B &	12990	1742 ½ MERCHANT ST	
GYSLAIN HURUMA B &	12990	1736 MERCHANT ST	
GARCIA ANDRES	13228	1718 MERCHANT ST	
LARA SANDRA	13336	1710 MERCHANT ST	
STEPTOE SYNDRIC &	13450	1702 SWENSON ST	
HIGHT MATTHEW J	14242	1638 MERCHANT ST	
LOPEZ PHILLIP A & ELVA H	60571	1625 SWENSON ST	
TEXAS MIDWEST HOLDINGS LLC	60724	1641 SWENSON ST	
DALZELL FAMILY LP	41362	1701 SWENSON ST	
HERNANDEZ MIKE P & GLORIA	61496	1717 SWENSON ST	
BASSINGER SHARON GWEN	61640	1725 SWENSON ST	
VILLARREAL GUADALUPE	61780	1733 SWENSON ST	
HOOD DICKIE LYNN &	61899	1741 SWENSON ST	
1802 GRAPE HOLDING LLC	62814	1742 N 18TH ST	
1802 GRAPE HOLDING LLC	62811	1750 N 18TH ST	
LEET ANTHONY ANDRADE	62947	1817 SWENSON ST	
POMPA LYDIA YANEZ	71294	1820 SWENSON ST	
LEET ANTHONY W & KATHRYN A	71417	1802 SWENSON ST	
GARRISON NICOLLE	71539	1790 N 18TH ST	
PECINA LINA SANCHEZ	71659	1782 N 18TH ST	
SWENSON HOUSE HISTORICAL SOCIETY	72196	1726 SWENSON ST	

SHRODE CHERYL JEAN	72438	1626 SWENSON ST	
BARRERA JESSE	73118	1771 N 17TH ST	
CONFIDENTIAL OWNER	73248	1789 N 17TH ST	
PIERSALL PAUL R & MARIAN S	1002358	1642 SWENSON ST	
DURAN KARLA VANESSA &	1063473	1626 MERCHANT ST	

NOTIFICATION MAP



LOCATION MAP



ZONING MAP

N 19TH ST
N 18TH ST
N 17TH ST
N 16TH ST
CLINTON ST
MERCHANT ST
SWENSON ST
GRAPE ST
MULBERRY ST
72196
N
S
W
E
Legend
CUP-2025-10
Courier Parcels
PD (Planned Development)
GC (General Commercial)
MX (Mixed Use)
GR (General Retail)
O (Office)
MD (Residential - Medium Density)
RS (Residential - Single Family)
Collector
Minor
0.03
Miles

PLAN OF OPERATION

1. The Swenson House will conduct fund-raising events and be a venue for weddings, showers and other private events between the hours of 9am and 10pm. Some events will serve alcohol but will be TABC certified and will utilize hired security services if the event is not limited to 2 drinks per consumer. Events held outdoors will be tasteful and end no later than 10pm. Noise will be kept to a minimum after 9pm. Music will be conducted indoors and outdoors and will sometimes have music playing outdoors. The music will be tasteful and volume will be contained to the space near the house.

   For free community events, we will have vendor stations at these events which are an addition to the fund raising. These vendor booths and food trucks help draw in crowds to the house and bring awareness to the community.

2. The Swenson House Historical Society has a good relationship with the surrounding neighbors and will continue to maintain the property and good will in accordance with the CUP.

3. The Swenson House Historical Society will utilize the existing property, gardens, lawns, parking area and the block of 1726 for its events. No more than three (3) vendor/food trucks will be on the street.

4. Hours of Operation will be from 9am to 10pm. with the dates to be determined. Generally, Friday and Saturday for public events. Private events are subject to change. Monday to Saturday for museum tours.

5. The property will host several major fund raising events, specifically Haunted Abilene, Boo Bash, Christmas Parties, and Spring events, all of which will be indoors and outdoors. There will be in accordance with noise compliance and will have security for any events serving more than 2 drinks per person.

Swenson House Historical Society, Plan of Operations

Mission of the Swenson House Historical Society:

- Preserve, protect, and maintain the historical home and its contents.
- Be accessible to schools, universities, and civic groups.
- Provide educational opportunities.
- Be a physical anchor for neighborhood renewal.
- Serve as a resource for the preservation of Abilene residences of historical significance.

1. A Plan of Operation must be submitted with Conditional Use Permit applications to:

The Swenson House will conduct fund-raising events and be a venue for weddings, showers and other private events between the hours of 9 am and 10 pm. Some events will serve alcohol but will be TABC certified and will utilize hired security services if the event is not limited to 2 drinks per consumer. Events held outdoors will be tasteful and end no later than 10 pm. Noise will be kept to a minimum after 9 pm.

For free community events we will have vendor stations at these events which are an addition to the fund raising. These vendor booths and food trucks help draw in crowds to the house and bring awareness to the community.

2. The Plan of Operation will be incorporated into an ordinance if the CUP is approved to protect the rights of the applicant to operate and to protect the rights of the surrounding owners.

The Swenson House Historical Society has a good relationship with the surrounding neighbors and will continue to maintain the property and good will in accordance with the CUP.

3. Each CUP is unique with respect to how an applicant proposes to operate, the layout of the subject property, and the type of uses surrounding the subject site.

The Swenson House Historical Society will utilize the existing property, gardens, lawns, parking area and the block of 1726 for it's events. No more than 3 vendor/food trucks will be on the street.

4. Typical details that are addressed in a Plan of Operation are:

• Hours of Operation: 9 am to 10 pm

• Days of Operation: TBD based on Dates. Generally, Friday and Saturday for public events. Private events subject to change. M-Sat for museum ours

Use will be conducted indoors and outdoors and will sometimes have music playing outdoors. The music will be tasteful and volume will be contained to the space near the house.

5. The most important detail on the Plan of Operation is a thorough description of the proposed use(s) because if the CUP is approved, the only CUP use allowed is precisely what is described in the CUP application. An example is a CUP to allow auto repairs. The following details should be addressed:

• The property will host several major fund raising events, specifically Haunted Abilene, Boo Bash, Christmas Parties, Spring events and will be indoors and outdoors. These will be in accordance with noise compliance and will have security for any events serving more than 2 drinks per person.

7. Good rules of thumb in preparing a Plan of Operation are:

• If you were one of the adjoining property owners, what would be your concern(s) about the proposed CUP, and how can those concerns be addressed?

Noise and parking is a potential concern but the Swenson House has been compliant and respective of the neighbors. If anyone raises a concern we ensure that we address it and respect their wishes going forward.

• What measures can be taken to ensure that the CUP, if granted, will be compatible with the surrounding properties? We will continue to retain our relationship with neighboring properties and will respect the compliance of the CUP.

Owner Information and Representative Designation

OWNER INFORMATION		
Name: Swenson House Historical Society		
Address: 1726 Swenson St.		
City: Abilene	State: TX	Zip: 79603
Number:	Email: swensonhousefriends@gmail.com	

AGENT INFORMATION (if applicable)		
Name: Tami Conaway		
Address: 1341 Clarks Dr		
City: Abilene	State: TX	Zip: 79602
Number:	Email: tccway47@outlook.com	

Project Representation (check one):

☒ I will represent the application myself; OR

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

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

Property Owner's Signature: Tami Conaway

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Tami Conaway (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 28th day of March, 2025

BARBARA FAHRLENDER
Notary Public, State of Texas
NOTARY ID # 738349-5
My Commission Exp 11-09-26

NOTARY PUBLIC in and for the State of Texas

CONDITIONAL USE PERMIT

Case: CUP-2025-10

Agent: Swenson House Historical Society

Request: A Conditional Use Permit to allow a Social Organization within Medium Density (MD) zoning.

Location: 1726 Swenson Street

Notification: 0 in Favor, 0 in Opposition

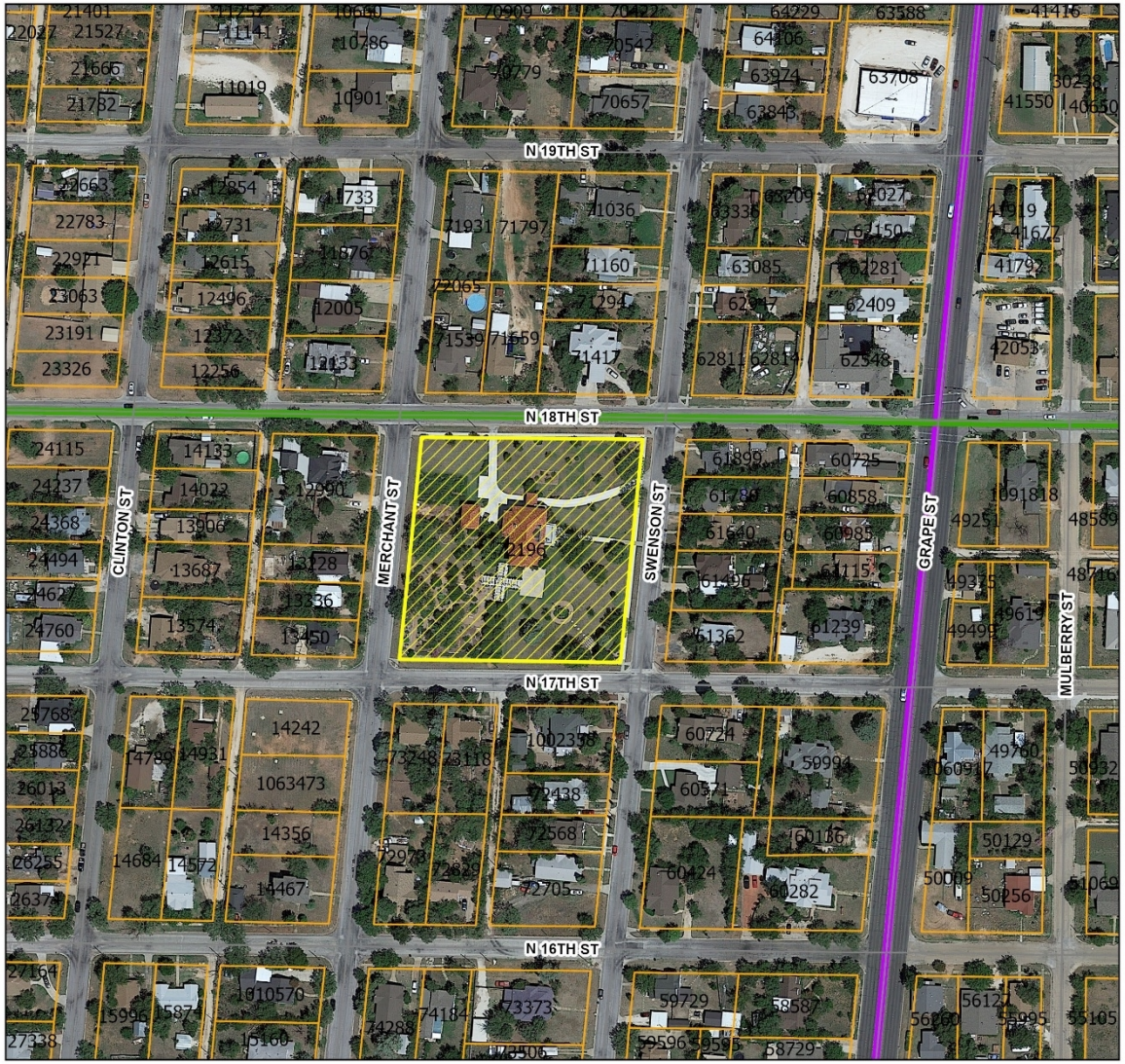
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025

June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

Legend

- CUP-2025-10
- Courier Parcels
- Collector
- Minor

0.03 Miles

CITY OF ABILENE TEXAS

ZONING MAP

N
W E
S

Legend

- CUP-2025-10
- Courier Parcels
- PD (Planned Development)
- GC (General Commercial)
- MX (Mixed Use)
- GR (General Retail)
- O (Office)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Collector
- Minor

0.03 Miles

CITY OF ABILENE TEXAS

USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

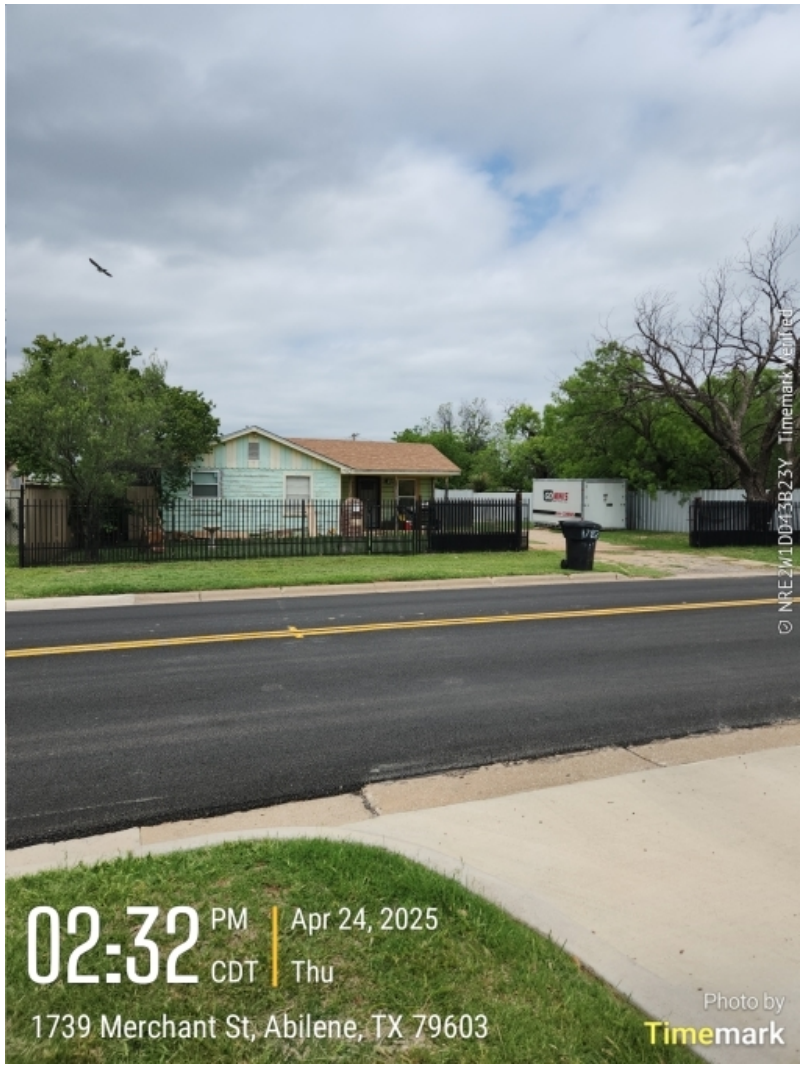
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only,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

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

N
W E
S

Legend

- CUP-2025-10
- Notification Area
- Courier Parcels
- Collector
- Minor

0.03 Miles

0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

PLAN OF OPERATION

1. The Swenson House will conduct fund-raising events and be a venue for weddings, showers and other private events between the hours of 9am and 10pm. Some events will serve alcohol but will be TABC certified and will utilize hired security services if the event is not limited to 2 drinks per consumer. Events held outdoors will be tasteful and end no later than 10pm. Noise will be kept to a minimum after 9pm. Music will be conducted indoors and outdoors and will sometimes have music playing outdoors. The music will be tasteful and volume will be contained to the space near the house.

   For free community events, we will have vendor stations at these events which are an addition to the fund raising. These vendor booths and food trucks help draw in crowds to the house and bring awareness to the community.

1. The Swenson House Historical Society has a good relationship with the surrounding neighbors and will continue to maintain the property and good will in accordance with the CUP.

1. The Swenson House Historical Society will utilize the existing property, gardens, lawns, parking area and the block of 1726 for its events. No more than three (3) vendor/food trucks will be on the street.

1. Hours of Operation will be from 9am to 10pm. with the dates to be determined. Generally, Friday and Saturday for public events. Private events are subject to change. Monday to Saturday for museum tours.

1. The property will host several major fund raising events, specifically Haunted Abilene, Boo Bash, Christmas Parties, and Spring events, all of which will be indoors and outdoors. There will be in accordance with noise compliance and will have security for any events serving more than 2 drinks per person.

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: **Approval** subject to:

1. The proposed Plan of Operation.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **13. Ordinance (First Reading) CUP-2025-11: Receive a Report, Hold a Discussion and Take Action on** a Request from the Owner to Apply a Conditional Use Permit (CUP) to Allow for Ambulance Services within General Retail (GR) Zoning. Located at 3301 S 14th St Suite 34A ***(Tim Littlejohn)***

GENERAL INFORMATION

The property is home to a multi-tenant commercial building constructed in 1973. The tenant is proposing to utilize Suite 34A as an ambulance deployment center with ambulance crews working 24-hour shifts.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Planning & Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the plan of operation.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval subject to the Plan of Operation.

ATTACHMENTS:

1. Ordinance (2)
2. Site Plan (CUP-2025-11)
3. CUP-2025-11 Staff Report (1)
4. Plan of Operation (2)
5. Schematic Floor Plan (1)
6. Architectural Site Plan (1)
7. Owner Authorization - John Submittal (1)
8. CUP-2025-11 Presentation (1)

ORDINANCE NO. _____

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

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A and Exhibit B, 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 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

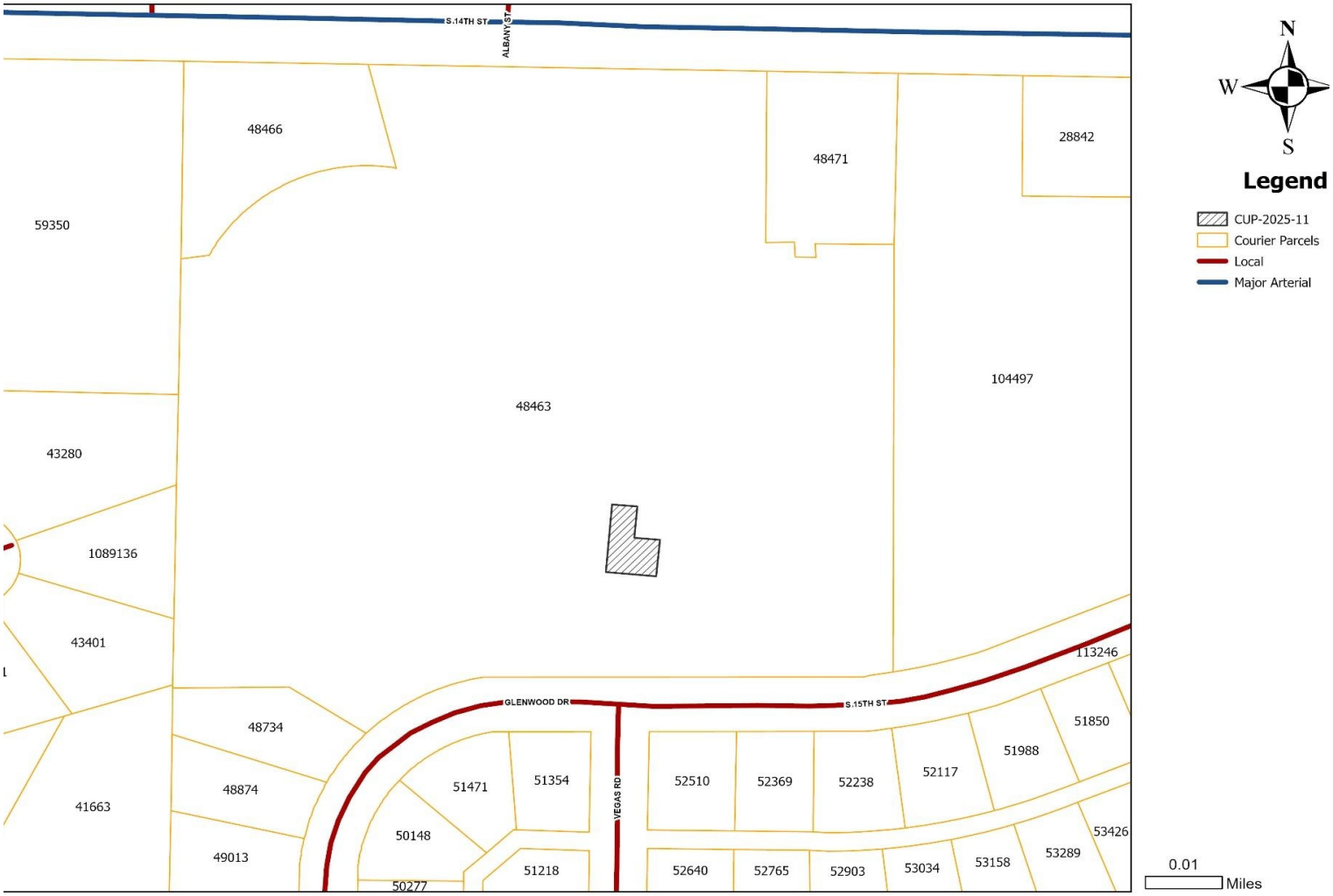
ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow for ambulance services within General Retail (GR) zoning subject to the Plan of Operation (EXHIBIT B).

Legal description being Section 1, Block Remainder 1 of the Wychwood Addition, Abilene, Taylor County, Texas.

Located at 3301 S 14th St Suite 34A



ORDINANCE NO. _____

EXHIBIT B

MetroCare 4550 S. 3rd Abilene, Texas 79605

VIA EMAIL

April 24, 2025

City of Abilene
Permitting Office

Re: MetroCare's Additional Station – Operational Plan 3301 S. 14th St. Suite 34A

To Whom it may concern,

A clarified operational plan for this location below:

This location will be used as an ambulance deployment center with ambulance crews working 24-hour shifts. When fully operational we expect to have 12 personnel report to the location for work in a 24-hour period with a peak of 4 personnel at any given time. Ambulance personnel will report to this location, park their personal vehicles, perform a daily vehicle check then depart to staging locations throughout the Abilene area. At the conclusion of their shift, the personnel will return the ambulance to this location for the oncoming personnel who will repeat the process. There will be workspaces for personnel to complete paperwork at the conclusion of their shift as well as lockers. There will not be clerical/administration. We will have disposable medical equipment, oxygen, and basic durable medical equipment stored on site for personnel to stock their ambulance at the conclusion of their shift.

- (2) ambulances = Operational 24 hours a day

There will ***not*** be any vehicle maintenance performed at this location, nor will there be any medical services provided at the location, except for an emergency whereas a member of the public walks in looking for emergency care. Primary ingress and egress will be through established driveways around the complex. We appreciate the consideration by the city for our services to be permitted at our new location, and look forward to continuing our long standing relationship with the community. I can be reached at the contact below if any additional information is required.

Sincerely,

Will Hendon
Will.hendon@gmr.net
325.725.3397

-END-

N
W E
S

Legend

- CUP-2025-11
- Courier Parcels
- Local
- Major Arterial

0.01
Miles

ZONING CASE: CUP-2025-11 STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 3, 2025
City Council 1st Read: June 12, 2025
City Council 2nd Read: June 26, 2025

Applicant
Owner: Mark Kaufman – Waco Parkdale LP
Agent: Brooke Dalenberg – Kinetic Design & Development

Case Manager
Clarissa Ivey – Planner

Request
Apply a Conditional Use Permit to allow for ambulance services within General Retail (GR) zoning.

Location
Located at 3301 S 14th St Suite 34A.
Legal description being Section 1, Block Remainder 1 of the Wychwood Addition, Abilene, Taylor County, Texas.

Background
The property is home to a multi-tenant commercial building constructed in 1973. The tenant is proposing to utilize Suite 34A as an ambulance deployment center with ambulance crews working 24-hour shifts.

Existing Uses/Zoning

	Zoning	Existing Land Use
North	O	Pharmacy
East	GR	Retail
South	RS-8	Residential
West	O	Offices

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 use 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 use is appropriate in the immediate area.

(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.
It is the opinion of the staff that there are no other factors present that substantially affect the public health, safety, morals, or general welfare of the City of Abilene.

P&Z Recommendation
Planning & Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the plan of operation.

Attachments

- Application
- Plan of Operation
- PowerPoint

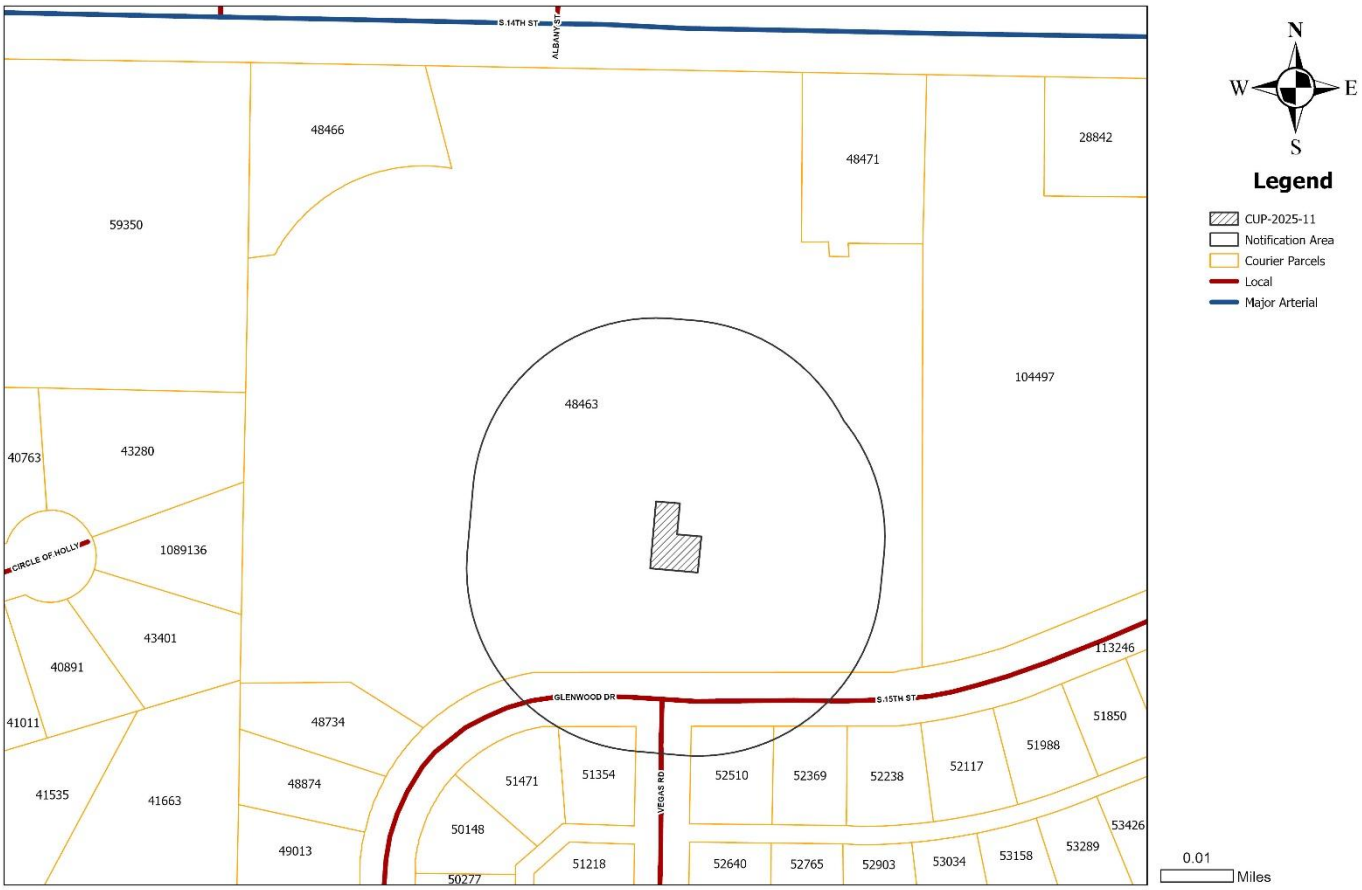
Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 2025, via standard mail, with a certificate of mailing, to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

Legend: O - Opposed, F - In Favor

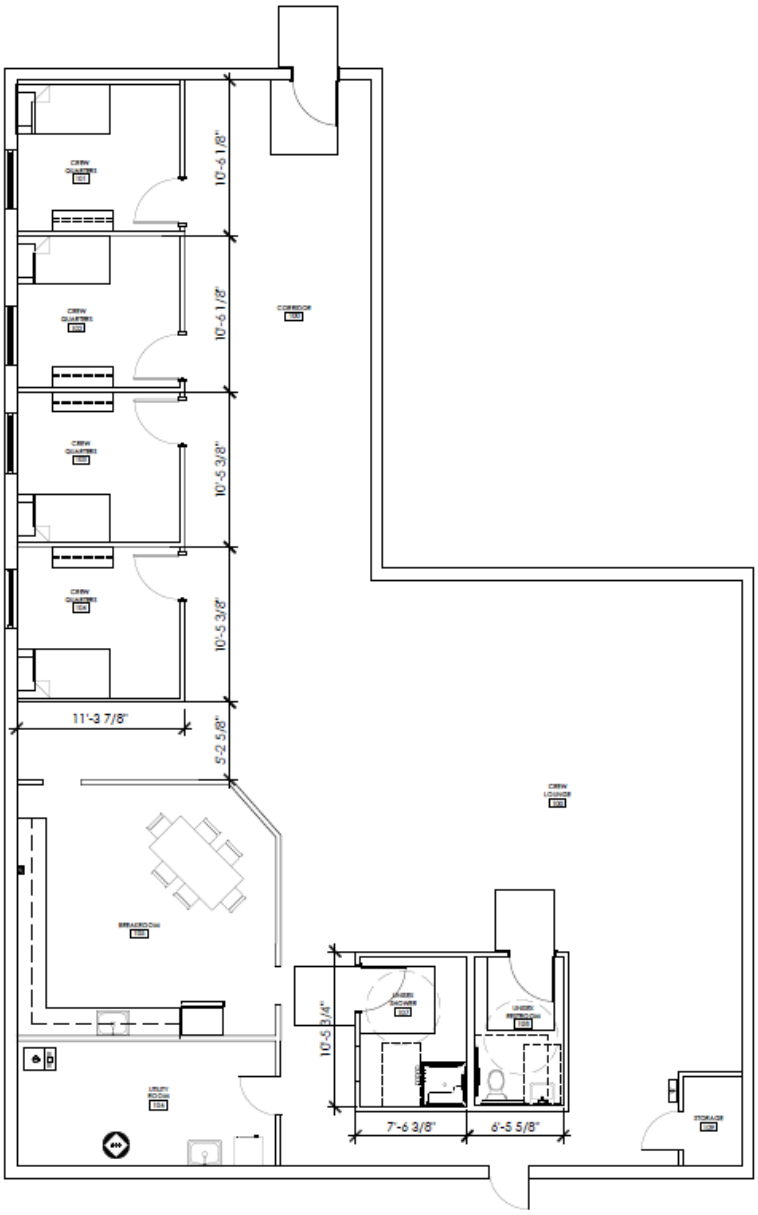
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CASTILLO RANDAL C & NICKI D	51471	1509 GLENWOOD DR	
GRAY HENRIETTA	51354	1502 VEGAS RD	
HECK EDWARD P & LORETTA F	52369	3349 S 15TH ST	
TNK HOUSE HOLDINGS LLC	52510	3357 S 15TH ST	
WACO PARKDALE LP	48463	3401 S 14TH ST	

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
WACO PARKDALE LP	48463	3401 S 14TH ST	
GRAY HENRIETTA	51354	1502 VEGAS RD	
CASTILLO RANDAL C & NICKI D	51471	1509 GLENWOOD DR	
HECK EDWARD P & LORETTA F	52369	3349 S 15TH ST	
TNK HOUSE HOLDINGS LLC	52510	3357 S 15TH ST	

NOTIFICATION MAP



Floor Plan



1 FLOOR PLAN

A Global Medical Response Solution
MetroCare 4550 S. 3rd Abilene, Texas 79605

VIA EMAIL

April 24, 2025

City of Abilene
Permitting Office

Re: MetroCare's Additional Station – Operational Plan 3301 S. 14th St. Suite 34A

To Whom it may concern,

A clarified operational plan for this location below:

This location will be used as an ambulance deployment center with ambulance crews working 24-hour shifts. When fully operational we expect to have 12 personnel report to the location for work in a 24-hour period with a peak of 4 personnel at any given time. Ambulance personnel will report to this location, park their personal vehicles, perform a daily vehicle check then depart to staging locations throughout the Abilene area. At the conclusion of their shift, the personnel will return the ambulance to this location for the oncoming personnel who will repeat the process. There will be workspaces for personnel to complete paperwork at the conclusion of their shift as well as lockers. There will not be clerical/administration. We will have disposable medical equipment, oxygen, and basic durable medical equipment stored on site for personnel to stock their ambulance at the conclusion of their shift.

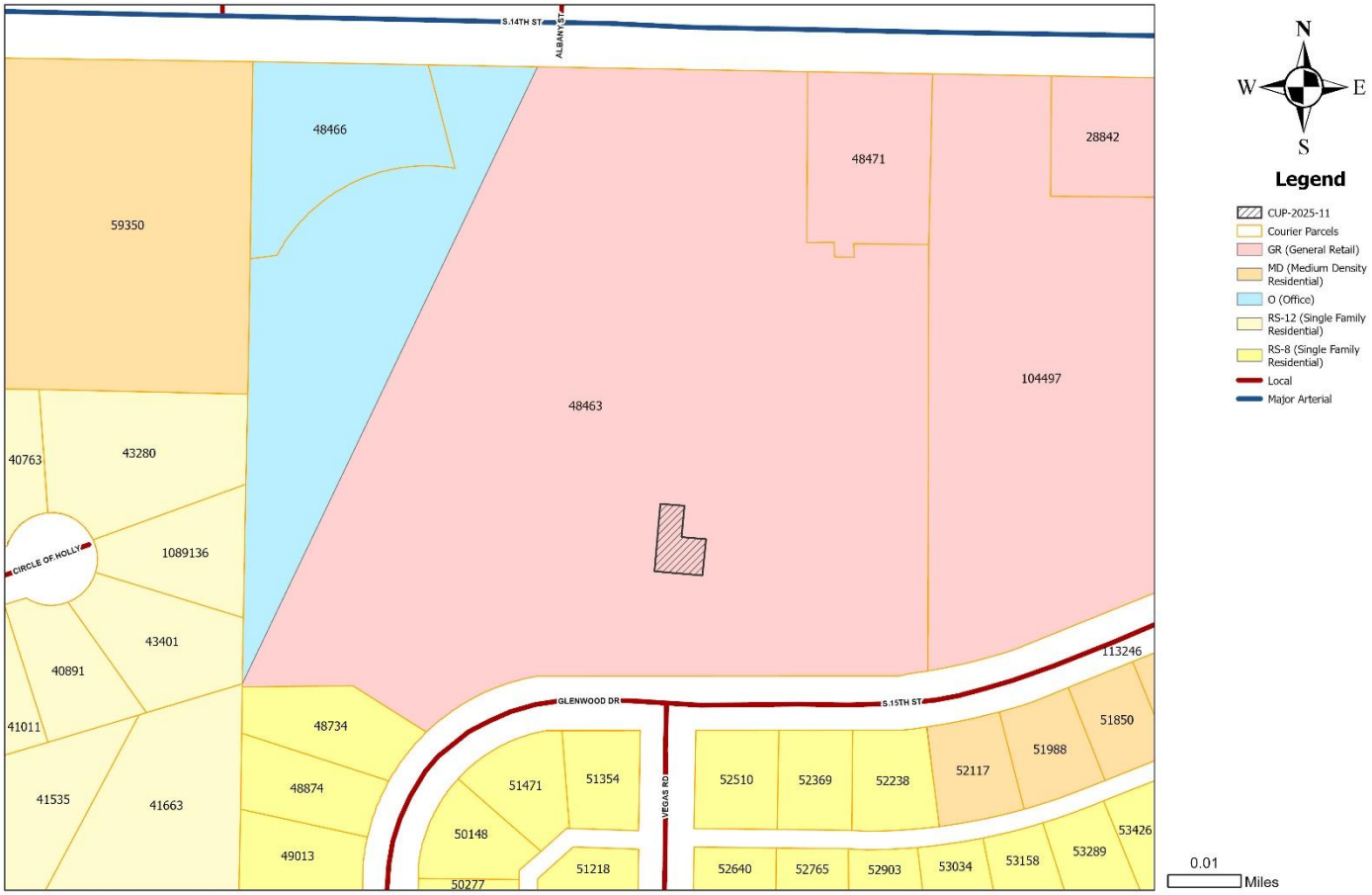
- (2) ambulances = Operational 24 hours a day

There will ***not*** be any vehicle maintenance performed at this location, nor will there be any medical services provided at the location, except for an emergency whereas a member of the public walks in looking for emergency care. Primary ingress and egress will be through established driveways around the complex. We appreciate the consideration by the city for our services to be permitted at our new location, and look forward to continuing our long standing relationship with the community. I can be reached at the contact below if any additional information is required.

Sincerely,

Will Hendon
Will.hendon@gmr.net
325.725.3397

ZONING MAP


S.14TH ST
ALBANY ST
48466
48471
28842
59350
48463
104497
40763
43280
CIRCLE OF HOLLY
1089136
43401
40891
41011
41535
41663
48734
48874
49013
GLENWOOD DR
S.15TH ST
113246
51850
51988
52117
51471
51354
50148
50277
51218
VEGAS RD
52510
52369
52238
52640
52765
52903
53034
53158
53289
53426
N
W
E
S
Legend
CUP-2025-11
Courier Parcels
GR (General Retail)
MD (Medium Density Residential)
O (Office)
RS-12 (Single Family Residential)
RS-8 (Single Family Residential)
Local
Major Arterial
0.01
Miles

Location Map

A Global Medical Response Solution

MetroCare 4550 S. 3rd Abilene, Texas 79605

VIA EMAIL

April 24, 2025

City of Abilene
Permitting Office

Re: MetroCare's Additional Station – Operational Plan 3301 S. 14th St. Suite 34A

To Whom it may concern,

A clarified operational plan for this location below:

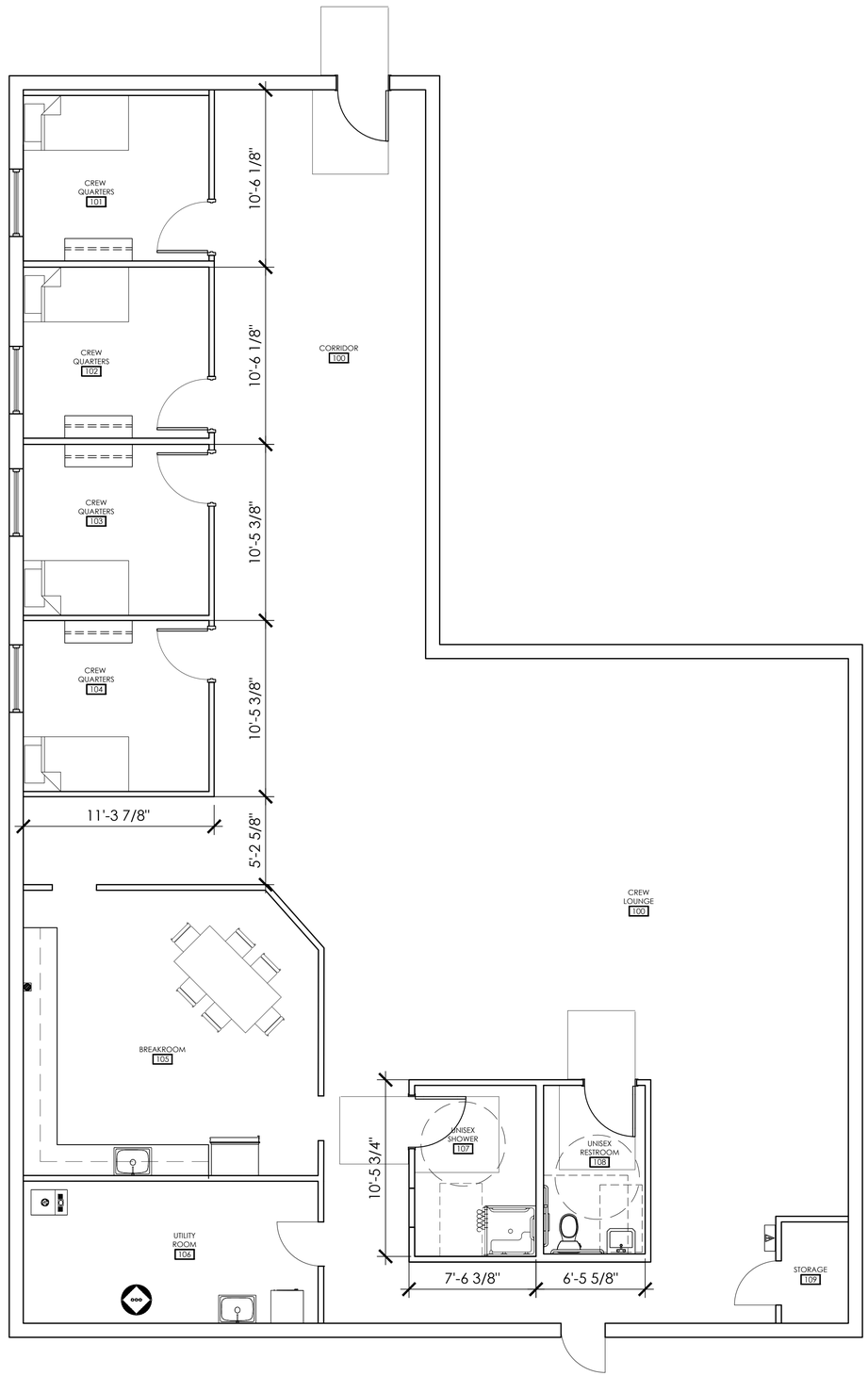
This location will be used as an ambulance deployment center with ambulance crews working 24-hour shifts. When fully operational we expect to have 12 personnel report to the location for work in a 24-hour period with a peak of 4 personnel at any given time. Ambulance personnel will report to this location, park their personal vehicles, perform a daily vehicle check then depart to staging locations throughout the Abilene area. At the conclusion of their shift, the personnel will return the ambulance to this location for the oncoming personnel who will repeat the process. There will be workspaces for personnel to complete paperwork at the conclusion of their shift as well as lockers. There will not be clerical/administration. We will have disposable medical equipment, oxygen, and basic durable medical equipment stored on site for personnel to stock their ambulance at the conclusion of their shift.

- (2) ambulances = Operational 24 hours a day

There will ***not*** be any vehicle maintenance performed at this location, nor will there be any medical services provided at the location, except for an emergency whereas a member of the public walks in looking for emergency care. Primary ingress and egress will be through established driveways around the complex. We appreciate the consideration by the city for our services to be permitted at our new location, and look forward to continuing our long standing relationship with the community. I can be reached at the contact below if any additional information is required.

Sincerely,

Will Hendon
Will.hendon@gmr.net
325.725.3397



1 FLOOR PLAN

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

KINETIC DESIGN + DEVELOPMENT
2215 W CHESTERFIELD BLVD, SUITE 01 · SPRINGFIELD, MO 65807 · P (417) 530-4321
ARCHITECTURAL CORPORATION TEXAS LICENSE NUMBER: 4576

INTERIM REVIEW ONLY
FIRM LICENSE NO. TEXAS: 4576

THESE DOCUMENTS ARE INCOMPLETE, AND ARE RELEASED FOR INTERIM REVIEW ONLY AND ARE NOT INTENDED FOR REGULATORY APPROVAL, BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.

ARCHITECT OF RECORD:
NAME: ADAM J. KREHER
LICENSE NO. 23507
EXP. 113025

PROJECT NUMBER: 24351 · AMAT
REVISION:

EXISTING BUILDING RENOVATION

AMERICAN MEDICAL RESPONSE CENTER

3301 S 14TH STREET,
SUITE 34A, ABILENE, TEXAS 79605

A1.1
ARCHITECTURAL FLOOR PLAN

DATE: APRIL 29, 2025

1 ARCHITECTURAL SITE PLAN
SCALE : SCALE: 1" = 20'-0"

PROJECT NORTH

KINETIC DESIGN + DEVELOPMENT
2215 W CHESTERFIELD BLVD, SUITE 01 · SPRINGFIELD, MO 65807 · P (417) 530-4321
ARCHITECTURAL CORPORATION TEXAS LICENSE NUMBER: 4576

INTERIM REVIEW ONLY
FIRM LICENSE NO. TEXAS: 4576

THESE DOCUMENTS ARE INCOMPLETE, AND ARE RELEASED FOR INTERIM REVIEW ONLY AND ARE NOT INTENDED FOR REGULATORY APPROVAL, BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.

ARCHITECT OF RECORD:
NAME: ADAM J. KREHER
LICENSE NO. 23507

PROJECT NUMBER: 24351 · AMAT
REVISION:

EXISTING BUILDING RENOVATION
AMERICAN MEDICAL RESPONSE CENTER
3301 S 14TH STREET,
SUITE 34A, ABILENE, TEXAS 79605

ASP1.1
ARCHITECTURAL SITE PLAN

DATE: APRIL 15, 2025

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Owner Authorization and Representative Designation

Property Description

Subdivision: Wychwood Addition, Section 1, part of the River Oaks Shopping Center
Total Number of Acres: 9.83
Zoning Classification(s): General Retail (GR)
Total Number of Lots: 1
Location: 3301 S. 14th St., Suite 34A, Abilene, TX 79605 - Parcel # 104497

Property Owner Information & Authorization

Name/Company: Mark Kaufman Waco Parkdale LP
Address: PO Box 8699
City: Calabasas State: CA Zip Code: 91372
Phone: 805 496 4336 Email:

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 4/18/25

STATE OF: CALIFORNIA

COUNTY OF: LOS ANGELES

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

BEFORE ME, a Notary Public, on this day personally appeared MARK KAUFMAN (*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 18th day of APRIL, 2025

LEVIK NAZARI NOTARY PUBLIC - CALIFORNIA Los Angeles County Comm. #2450565 My Comm. Expires July 15, 2027

NOTARY PUBLIC in and for the State of ~~Texas~~ CALIFORNIA

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(*specify*): Rep of Architecture Firm

Name: Brooke Dalenberg, Permitting Coordinator Company: Kinetic Design & Development
Address: 2215 W Chesterfield St., Suite 01 City: Springfield State: MO
Zip Code: 65807 Number: 417-530-4321 ext. 147 Email: permits@kineticdd.com

CONDITIONAL USE PERMIT

Case: CUP-2025-11

Agent: Brooke Dalenberg – Kinetic Design & Development

Request: Allow ambulance service within General Retail (GR) zoning.

Location: 3301 S 14th St Suite 34A

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025

June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

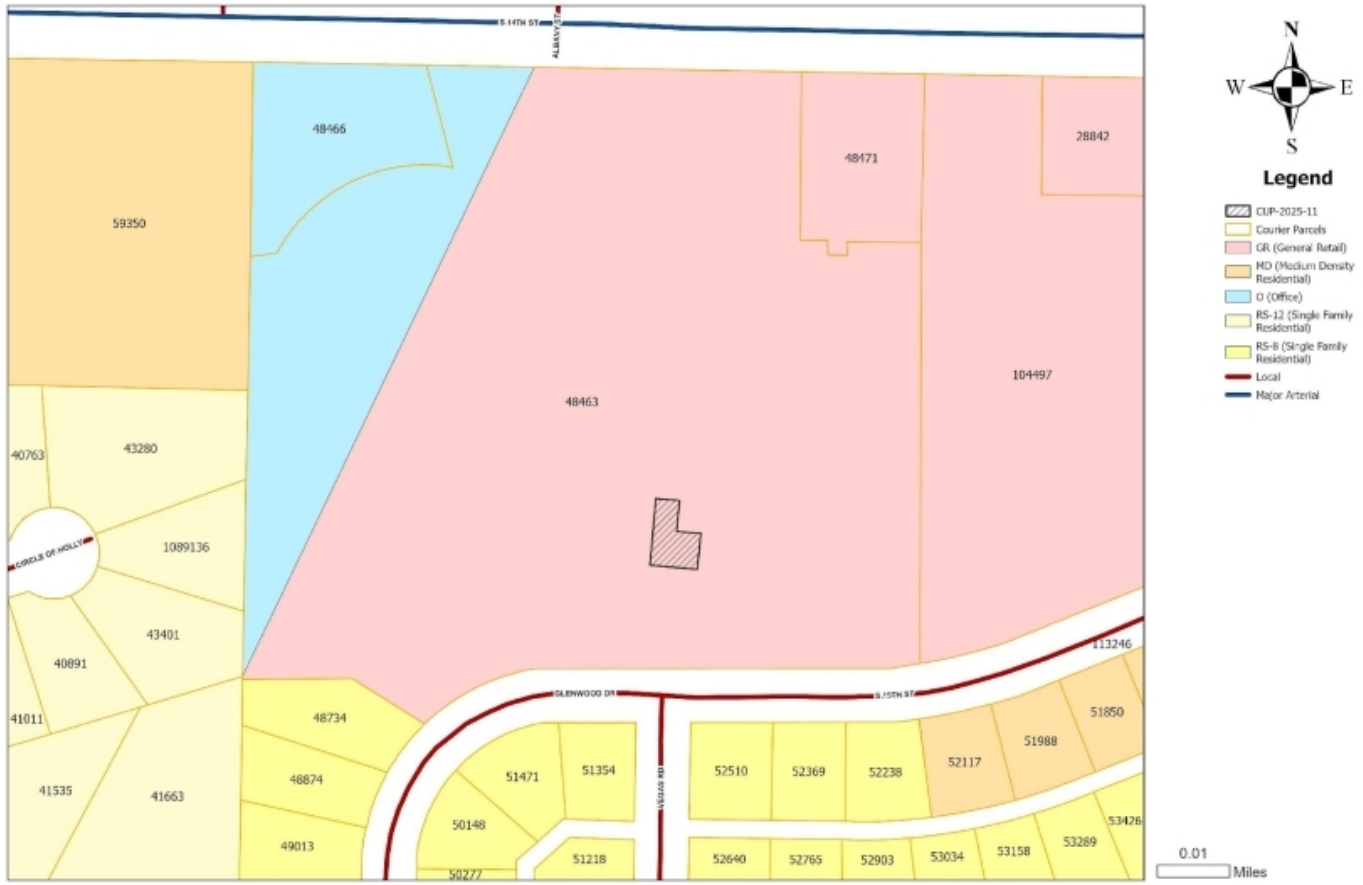
N
W E
S

Legend

- CUP-2025-11
- Courier Parcels
- Local
- Major Arterial

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

PROPERTY VIEWS

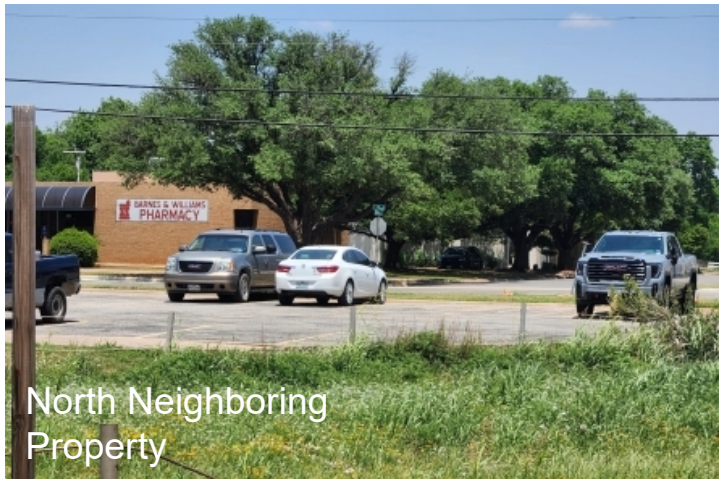
CITY OF
ABILENE
TEXAS

SURROUNDING PROPERTY VIEWS

East Neighboring Property

West Neighboring Property

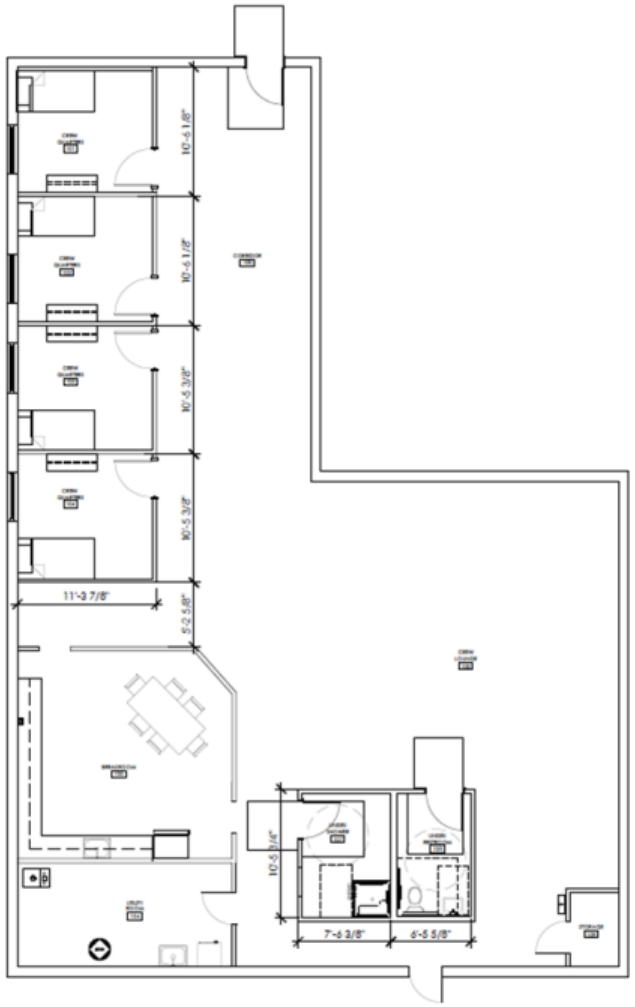
South Neighboring Property



North Neighboring Property

CITY OF ABILENE TEXAS

FLOOR PLAN



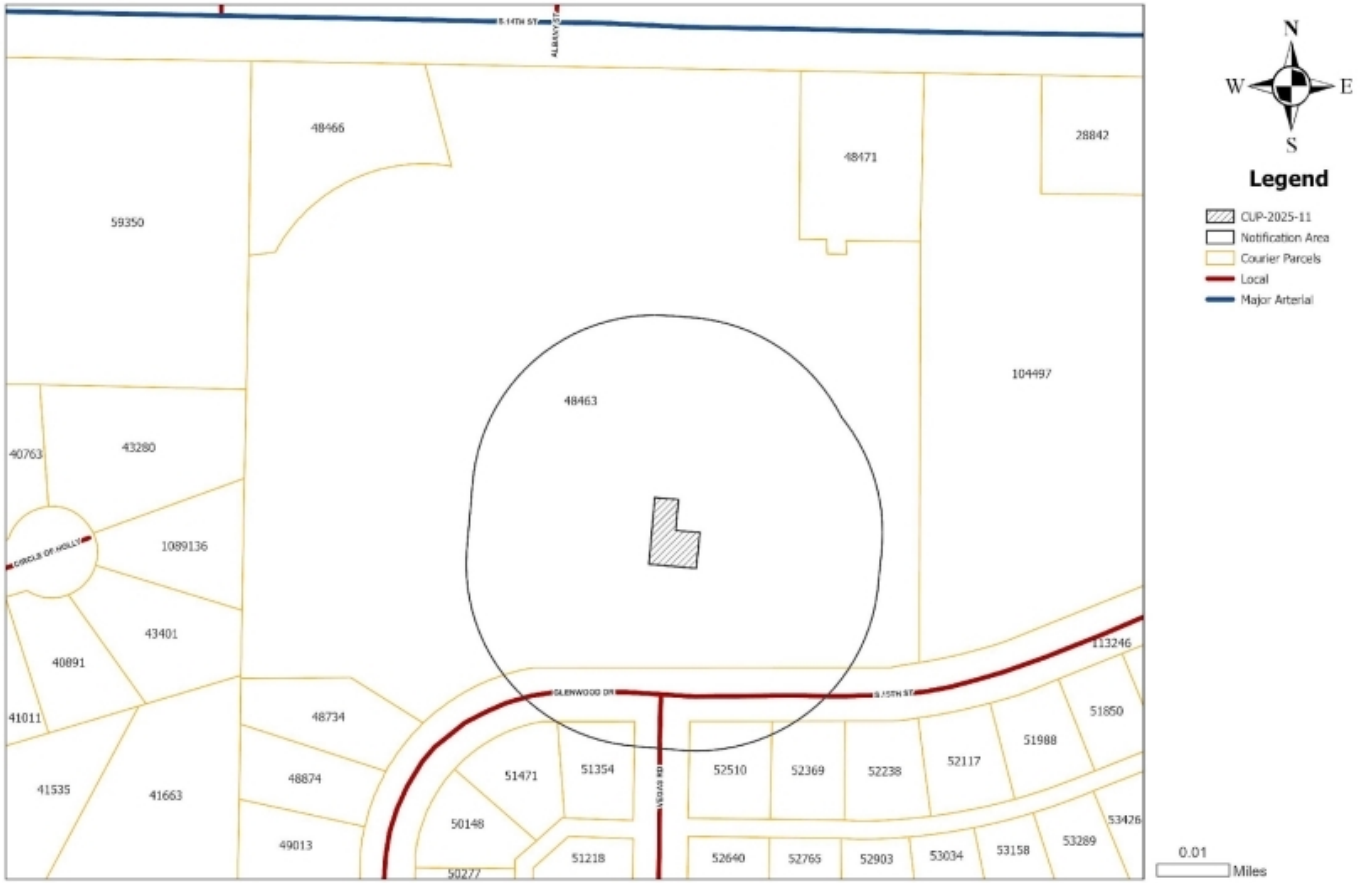
1 FLOOR PLAN

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

0 - In Favor-

0- Opposed-



CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: **Approval** subject to:

- The proposed Plan of Operation.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **14. Ordinance (First Reading) Z-2025-10: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Rezone Approximately 12.5 Acres from Agricultural Open (AO) to Patio Home (PH) Located at the 3400-3500 blocks of Maple Street *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is zoned Agricultural Open (AO). The applicant proposes to use the property for single-family residences.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (3)
2. Staff Report (2)

3. Project overview
4. Metes and Bounds (1)
5. Presentation (3)

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 12.47 acres from Agricultural Open Family (AO) to Patio Homes (PH).

Legal description as follows:

BEING 12.47 acres out of section 63, Blind Asylum Lands, Taylor County, Texas, said 12.47 acres being all of a 1.0 acre tract, 4.86 acre tract, and 5.61 acre tract recorded in Instrument No. 2007-21383, Official Public Records, Taylor County, Texas, and part of the remainder of a 9.87 acre tract recorded in Volume 1059, Page 965, Deed Records, Taylor County, Texas, said 12.47 acres being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the west boundary line of Maple Street, at the southeast corner of said 5.61 acre tract and the northeast corner of Lot 1, Block A, Texas Aerospace Addition to the City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 3, Slide 2, Plat Records, Taylor County, Texas, whence the northeast corner of said Section 63 is recorded to bear S0º17'45"W 256.83 feet, East 50 feet and North 3524.94 feet;

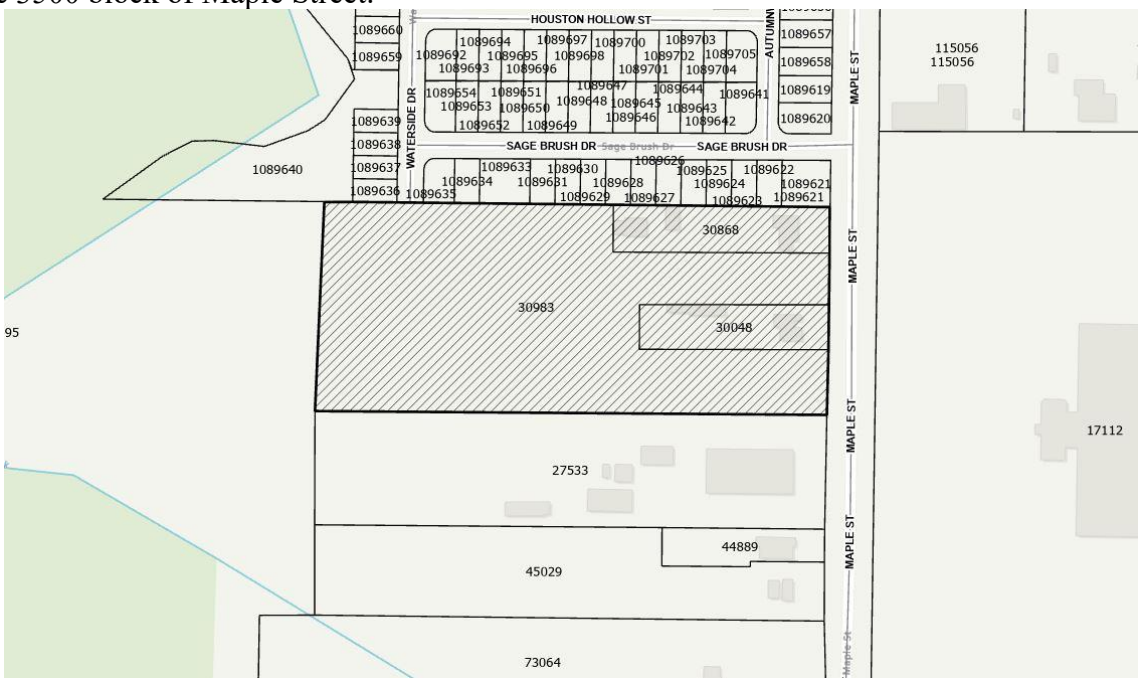
THENCE N89º25'01"W 1154.34 feet, along the south boundary line of said 5.51 acre tract and the north boundary line of said Texas Aerospace Addition, to a 3/8" rebar found at the southwest corner of said 5.61 acre tract and the northwest corner of said Texas Aerospace Addition, on the east boundary line of Maxwell Golf Course Subdivision, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 4, Slide 742, Plat Records, Taylor County, Texas, for the southwest corner of this tract;

THENCE N2º00'44"E 472.93 feet, along the west boundary line of said 5.61 acre tract and said 4.86 acre tract and along the east boundary line of said Maxwell Golf Course Subdivision, to a ½" brass rod found at the northwest corner of said 4.86 acre tract, an interior corner of said Maxwell Golf Course Subdivision and being on the south boundary line of Section 1, Waterside at Cedar Creek, City of Abilene, Taylor County, Texas according to the map or plat thereof recorded in Cabinet 4, Slide 769, Plat Records, Taylor County, Texas, for the northwest corner of this tract;

THENCE S89º23'31"E 1145.37 feet, along the north boundary line of said 4.86 acre tract and the south boundary line of said Waterside at Cedar Creek, to a 3/8" rebar found at the southeast corner of said Waterside at Cedar Creek, on the west boundary line of Maple Street, for the northeast corner of this tract;

THENCE S0º55'32"W 472.29 feet, along the west boundary line of Maple Street and along the east boundary line of said 4.86 acre tract, said 1.0 acre tract and said 5.61 acre tract to the place of beginning and containing 12.47 acres of land.

Located at the 3500 block of Maple Street.



END

ZONING CASE
Z-2025-10
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 3, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant
Heath Polasek

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 12.47 acres from Agricultural Open to Patio Home

Location
3400 Maple St.

Background
The subject property is zoned Agricultural Open (AO).

The applicant proposes to use the property for single-family residences.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PH	Single-family Residences
East	LI	Manufacturing
South	LI	Manufacturing
West	AO	Golf Course

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.

Planning And Zoning Commission Recommendation

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

Attachments

- PowerPoint Presentation
- Metes and Bounds Description

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23rd, 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

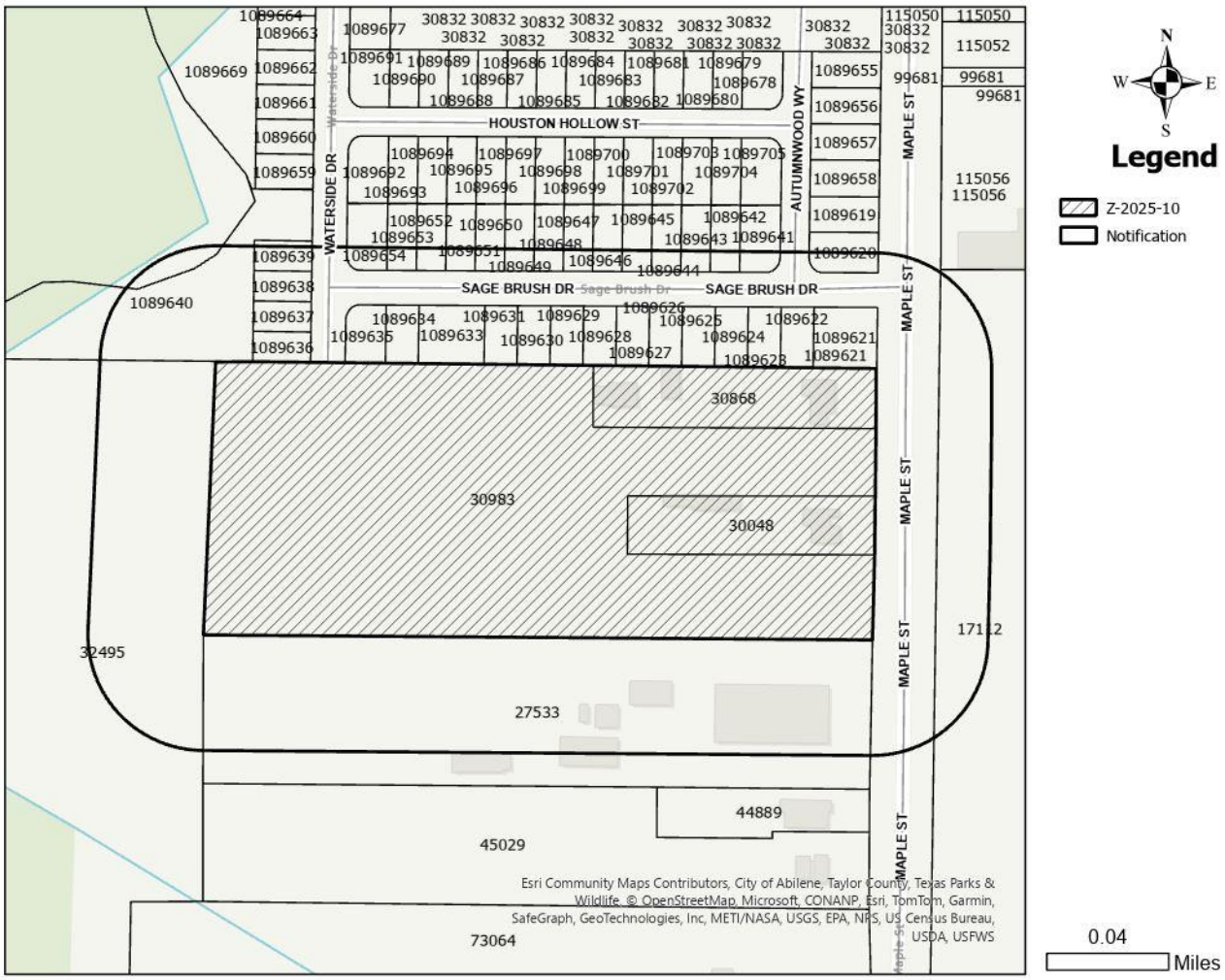
OWNER	SITUS	PROP_ID	RESPONSE
ALVARADO DANIEL J JR & HOLLY	107 SAGE BRUSH DR	1089622	
BANKS AARON & VICTORIA	208 SAGE BRUSH DR	1089650	
BARAJAS EDWARD J &	207 SAGE BRUSH DR	1089631	
BARAJAS JOALI ROBERT & ROSANIC P CAMACHO FIGUEROA	2942 WATERSIDE DR	1089637	
CAUDLE MATTHEW ROSS & NICOLE CHERIE	231 SAGE BRUSH DR	1089635	
CHAVEZ ALEJANDRO	137 SAGE BRUSH DR	1089627	
COBB HUNTER & TAYLOR	125 SAGE BRUSH DR	1089625	
COLLINS GARY L III	213 SAGE BRUSH DR	1089633	
DEFFNER ROBERT C	226 SAGE BRUSH DR	1089653	
ESPINOSA BRYAN LEONEL CARRERO &	2948 WATERSIDE DR	1089636	
GUIDEN DARNELL ALEXANDER WALLS JR &	232 SAGE BRUSH DR	1089654	
ITS REAL ESTATE LLC	136 SAGE BRUSH DR	1089645	
JEFFERSON JAMES & ASHLEY	225 SAGE BRUSH DR	1089634	
MARTINEZ AMANDA	119 SAGE BRUSH DR	1089624	
MCDOMICK PHABIAN K & JOYSELIN	202 SAGE BRUSH DR	1089649	

MCGRAW TREVOR ETHAN	201 SAGE BRUSH DR	1089630	
MEADOWS BENJAMIN & KAREN	131 SAGE BRUSH DR	1089626	
NATIONAL HOME CORPORATION	2936 WATERSIDE DR	1089638	
NATIONAL HOME CORPORATION	214 SAGE BRUSH DR	1089651	
POLASEK DEVELOPMENT LLC		30983	
POLASEK DOROTHY	2926 WATERSIDE DR	1089640	
RED OAK CUSTOM BUILDERS INC	3402X MAPLE ST	1089621	
RICKS MALCOLM M & DONNA H	113 SAGE BRUSH DR	1089623	
SANSOM ROBERTO MARTIN & AMBERLIN MICHELLE	148 SAGE BRUSH DR	1089647	
TARGET SPORTS INC	3501 MAPLE ST	17112	
TEXAS AEROSPACE SERVICES INC	3550 MAPLE ST	27533	
THOMAS ALVIN DEVON	149 SAGE BRUSH DR	1089629	
TIJERINA ERIC &	220 SAGE BRUSH DR	1089652	
WIMMER JONATHAN & KIRA	143 SAGE BRUSH DR	1089628	

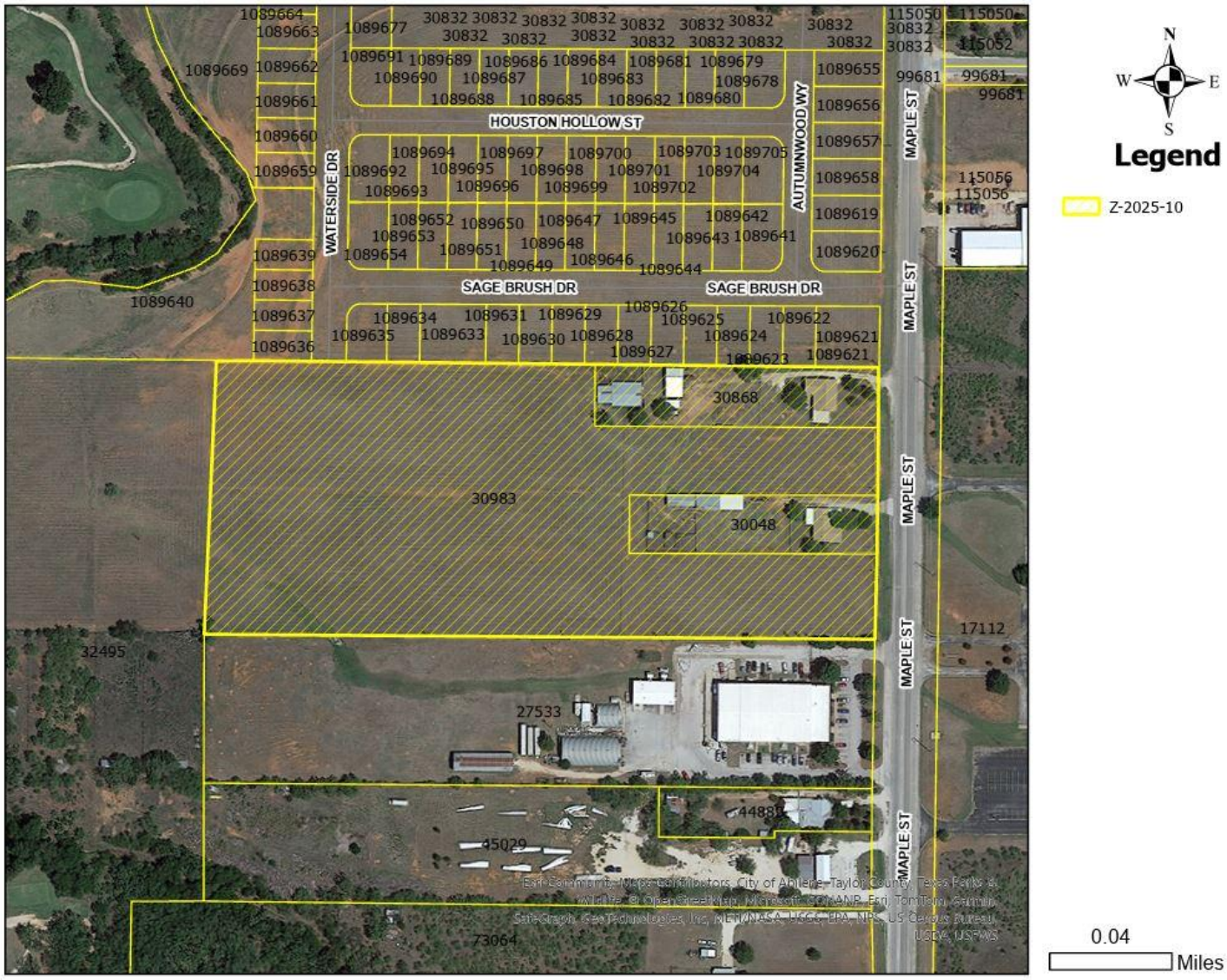
PROPERTY ID Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
TARGET SPORTS INC	3501 MAPLE ST	17112	
TEXAS AEROSPACE SERVICES INC	3550 MAPLE ST	27533	
POLASEK DEVELOPMENT LLC		30983	
RED OAK CUSTOM BUILDERS INC	3402X MAPLE ST	1089621	
ALVARADO DANIEL J JR & HOLLY	107 SAGE BRUSH DR	1089622	
RICKS MALCOLM M & DONNA H	113 SAGE BRUSH DR	1089623	
MARTINEZ AMANDA	119 SAGE BRUSH DR	1089624	
COBB HUNTER & TAYLOR	125 SAGE BRUSH DR	1089625	
MEADOWS BENJAMIN & KAREN	131 SAGE BRUSH DR	1089626	
CHAVEZ ALEJANDRO	137 SAGE BRUSH DR	1089627	
WIMMER JONATHAN & KIRA	143 SAGE BRUSH DR	1089628	
THOMAS ALVIN DEVON	149 SAGE BRUSH DR	1089629	
MCGRAW TREVOR ETHAN	201 SAGE BRUSH DR	1089630	
BARAJAS EDWARD J &	207 SAGE BRUSH DR	1089631	
COLLINS GARY L III	213 SAGE BRUSH DR	1089633	
JEFFERSON JAMES & ASHLEY	225 SAGE BRUSH DR	1089634	
CAUDLE MATTHEW ROSS & NICOLE CHERIE	231 SAGE BRUSH DR	1089635	
ESPINOSA BRYAN LEONEL CARRERO &	2948 WATERSIDE DR	1089636	
BARAJAS JOALI ROBERT & ROSANIC P CAMACHO FIGUEROA	2942 WATERSIDE DR	1089637	
NATIONAL HOME CORPORATION	2936 WATERSIDE DR	1089638	
POLASEK DOROTHY	2926 WATERSIDE DR	1089640	
ITS REAL ESTATE LLC	136 SAGE BRUSH DR	1089645	
SANSOM ROBERTO MARTIN & AMBERLIN MICHELLE	148 SAGE BRUSH DR	1089647	
MCDOMICK PHABIAN K & JOYSELIN	202 SAGE BRUSH DR	1089649	
BANKS AARON & VICTORIA	208 SAGE BRUSH DR	1089650	
NATIONAL HOME CORPORATION	214 SAGE BRUSH DR	1089651	
TIJERINA ERIC &	220 SAGE BRUSH DR	1089652	
DEFFNER ROBERT C	226 SAGE BRUSH DR	1089653	
GUIDEN DARNELL ALEXANDER WALLS JR &	232 SAGE BRUSH DR	1089654	

NOTIFICATION MAP

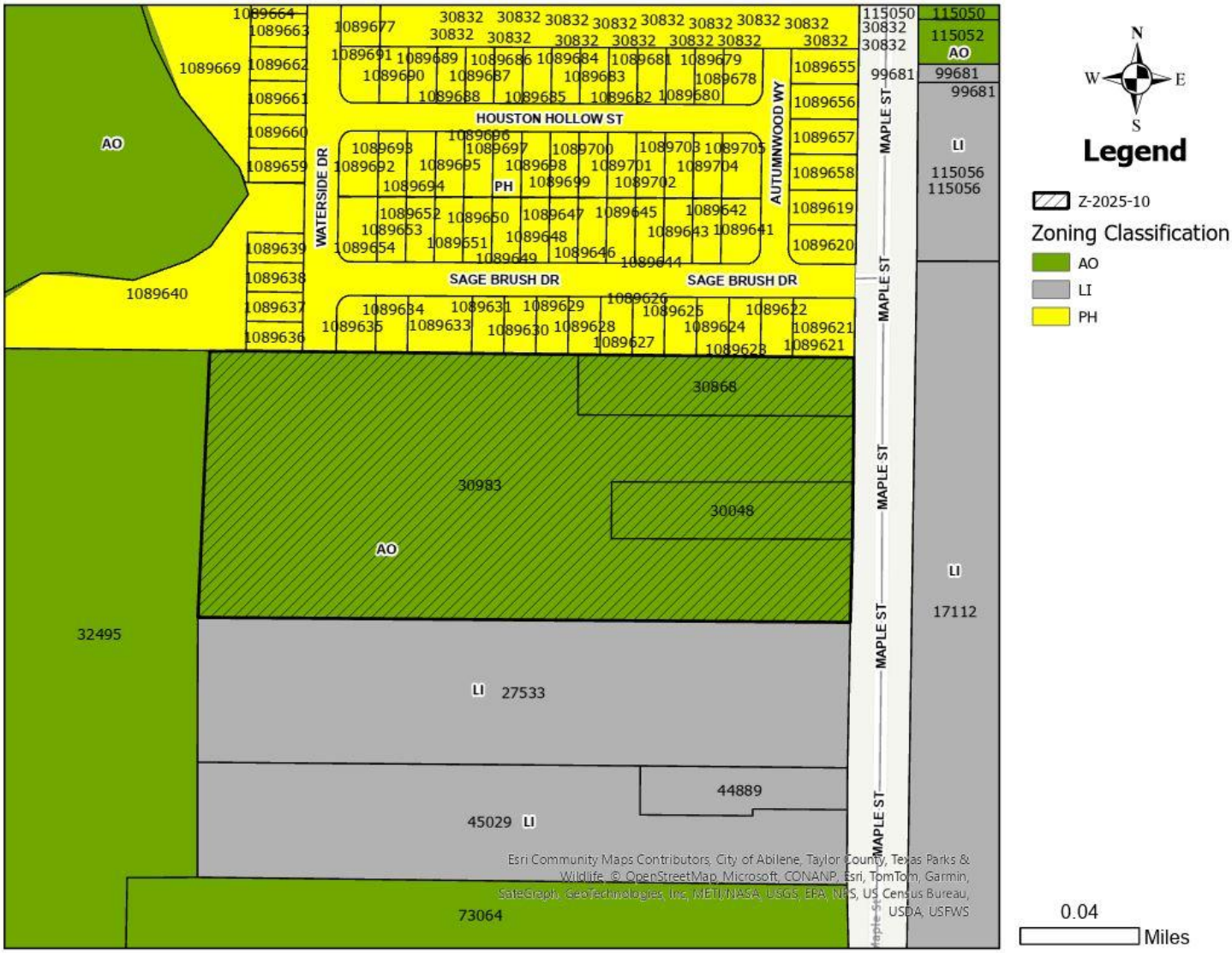


LOCATION MAP



Case # Z-2025-10
May 22, 2025

ZONING MAP


HOUSTON HOLLOW ST
WATERSIDE DR
AUTUMNWOOD WY
SAGE BRUSH DR
SAGE BRUSH DR
MAPLE ST
AO
LI
PH
30868
30983
30048
32495
27533
44889
45029
73064
17112
115056
115056
115050
115052
99681
99681
99681
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
N
W
E
S
Legend
Z-2025-10
Zoning Classification
AO
LI
PH
0.04
Miles

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-10 AO to PDD-194 (3400-3500 Maple)
ID # 25-000055 | **Started** 03/04/2025 at 8:11 AM

Address

3400 Maple St, Abilene, TX USA 79602

Legal

A0887 Sur 63 B A L Se/4 Blk Acres 1
A0887 Sur 63 B A L Se/4, Acres 1.0

PROPERTY DETAILS

Property ID	30868
GEO ID	35971
Enforcement Area	South Treadaway Area

PROPERTY ADDITIONAL INFORMATION

Account Number	A0887000800
Property ID	35971
Land Use	Single Family Res
High School	Chs
Middle School	Madison
Elementary School	Jackson
Super Neighborhood	South Treadaway Area
Courier - Building Square Feet	1918

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clark Russell Andrew & Clark James Robert	-	Po Box 1787 Marble Falls, TX 78654-7787	-	Property Owner
HEATH POLASEK	HEATH@BCSMETAL.NET 3255296305	1357 FM 1750 ABILENE, TX 79602	Residential Builder, Demolition Contractor, General Contractor - Commercial	APPLICANT
Polasek Development Llc	-	1357 Fm 1750 Abilene, TX 79602-6398	-	Property Owner

INFORMATION FIELDS

Owner Name
polasek development

Agent Name
heath polasek

Block
-

Lot
see attachment

Acreage
12.5

Legal Description of property
see attachmentce

Subdivision Name
cedar creek on maple

Current Zoning
ao

Proposed Zoning
pd

Agree to Terms
yes

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
25-001173	03/16/2025	HEATH POLASEK	$ 2,000.00	$ 2,000.00	$ 0.00

Fees	Account No	Total	Paid	Due
Zoning - Planned Development District	1004002-42001	$ 2,000.00	$ 2,000.00	$ 0.00

Receipts
25-001143

TOTALS	$ 2,000.00	$ 2,000.00	**$ 0.00**

BEING 12.47 acres out of Section 63, Blind Asylum Lands, Taylor County, Texas, said 12.47 acres being all of a 1.0 acre tract, 4.86 acre tract and 5.61 acre tract recorded in Instrument No. 2007-21383, Official Public Records, Taylor County, Texas, and part of the remainder of a 9.87 acre tract recorded in Volume 1059, Page 965, Deed Records, Taylor County, Texas, said 12.47 acres being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the west boundary line of Maple Street, at the southeast corner of said 5.61 acre tract and the northeast corner of Lot 1, Block A, Texas Aerospace Addition to the City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 3, Slide 2, Plat Records, Taylor County, Texas, whence the northeast corner of said Section 63 is recorded to bear S0°17'45"W 256.83 feet, East 50 feet and North 3524.94 feet;

THENCE N89°25'01"W 1154.34 feet, along the south boundary line of said 5.61 acre tract and the north boundary line of said Texas Aerospace Addition, to a 3/8" rebar found at the southwest corner of said 5.61 acre tract and the northwest corner of said Texas Aerospace Addition, on the east boundary line of Maxwell Golf Course Subdivision, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 4, Slide 742, Plat Records, Taylor County, Texas, for the southwest corner of this tract;

THENCE N2°00'44"E 472.93 feet, along the west boundary line of said 5.61 acre tract and said 4.86 acre tract and along the east boundary line of said Maxwell Golf Course Subdivision, to a 1/2" brass rod found at the northwest corner of said 4.86 acre tract, an interior corner of said Maxwell Golf Course Subdivision and being on the south boundary line of Section 1, Waterside at Cedar Creek, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 4, Slide 769, Plat Records, Taylor County, Texas, for the northwest corner of this tract;

THENCE S89°23'31"E 1145.37 feet, along the north boundary line of said 4.86 acre tract and the south boundary line of said Waterside at Cedar Creek, to a 3/8" rebar found at the southeast corner of said Waterside at Cedar Creek, on the west boundary line of Maple Street, for the northeast corner of this tract;

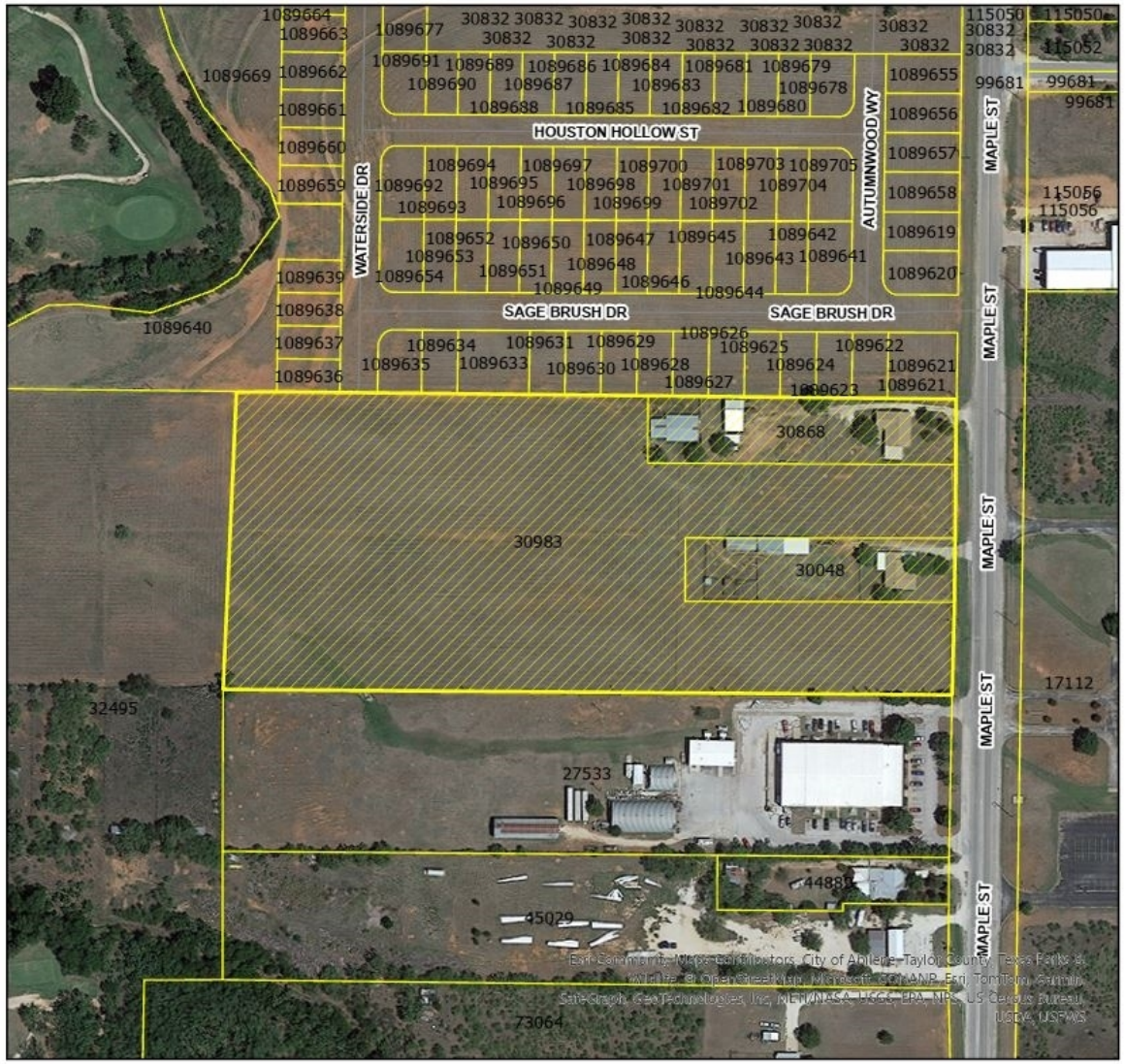
THENCE S0°55'32"W 472.29 feet, along the west boundary line of Maple Street and along the east boundary line of said 4.86 acre tract, said 1.0 acre tract and said 5.61 acre tract, to the place of beginning and containing 12.47 acres of land.

REZONE REQUEST

Case:	Z-2025-10
Owner:	Heath Polasek
Requests:	Change the zoning of approximately 12.47 acres from Agricultural Open to Patio Homes
Location:	3400 Maple St.
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	June 3, 2025
Council Hearing:	June 12, 2025
	June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

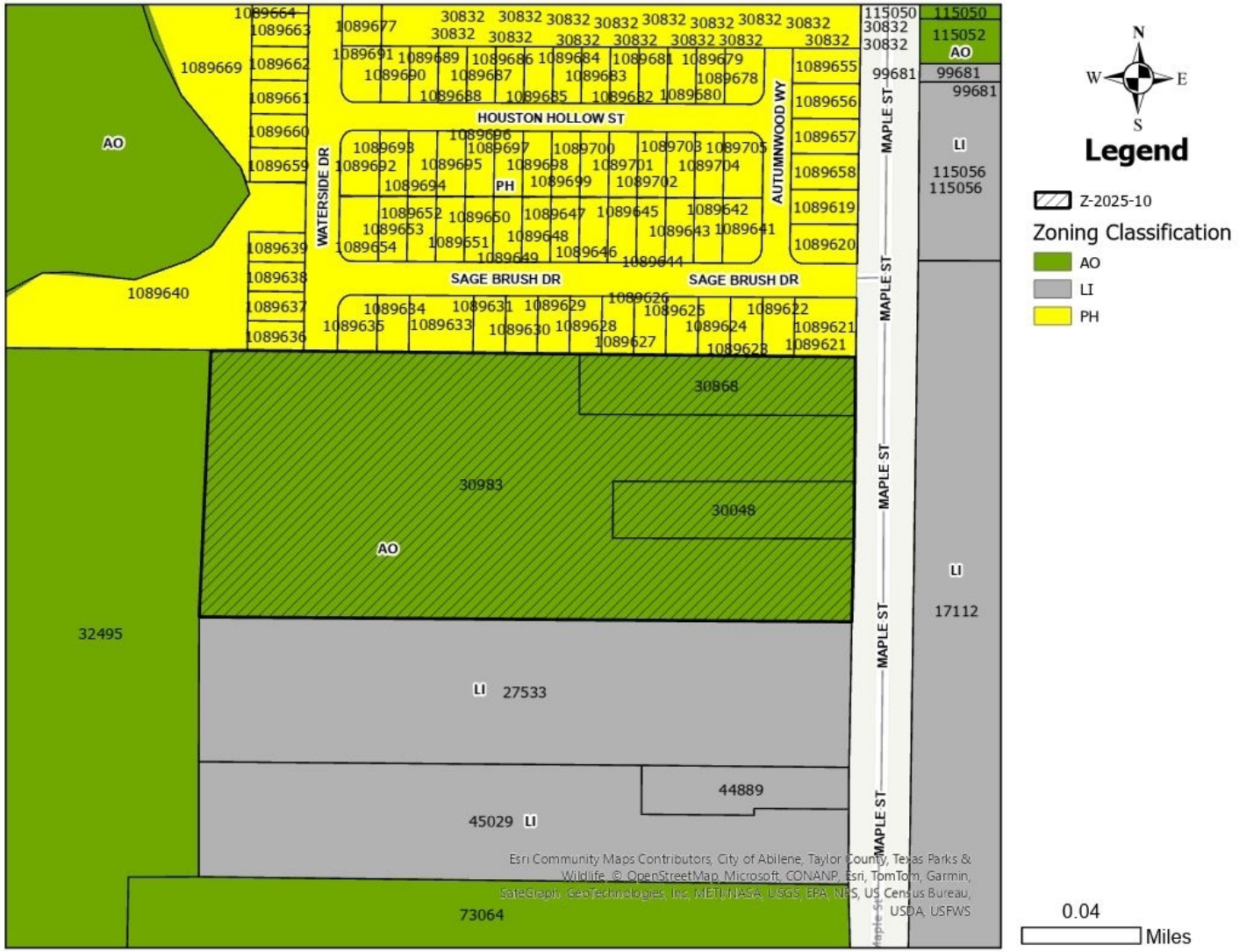
Legend

Z-2025-10

0.04 Miles

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

Z-2025-10

Zoning Classification

- AO
- LI
- PH

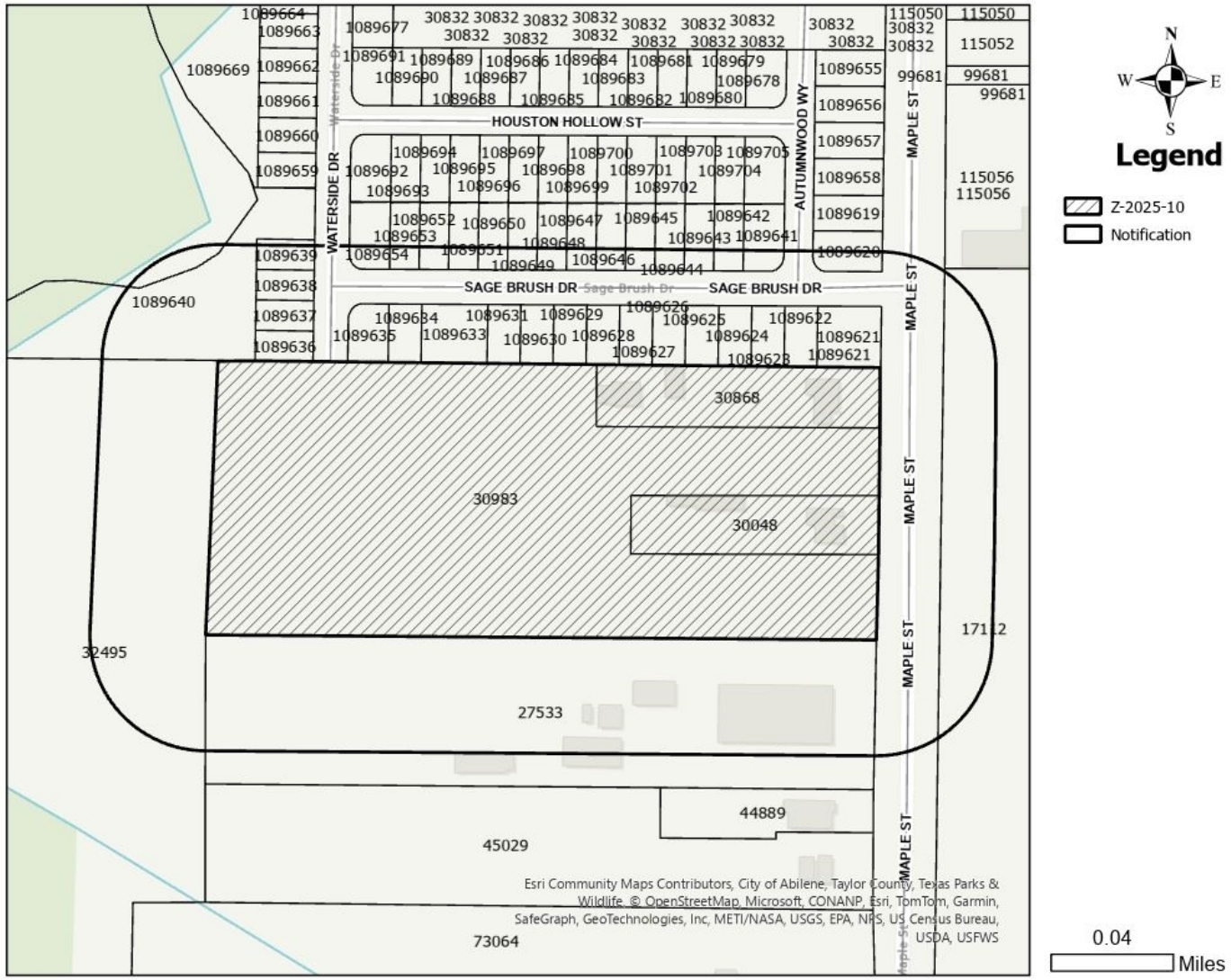
0.04 Miles

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

0- Opposed-

0% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

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

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **15.**

Ordinance (First Reading) Z-2025-11: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Rezone Approximately 0.32 Acres from Medium Density (MD) to Heavy Industrial (HI). Located at 1233 and 1241 Cherry Street. ***(Tim Littlejohn)***

GENERAL INFORMATION

The two parcels are part of Original Town Abilene. 1233 Cherry St has previously been used as a residential lot until the home was demolished in 2009 and has remained vacant since. 1241 Cherry St has remained vacant, occasionally used as a storage yard per google imagery. Staff were unable to find any records of buildings/or improvements.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (4)
2. Z-2025-11 Staff Report (1)
3. Application (9)
4. Owner Authorization (4)
5. Z-2025-11 Presentation (1)

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

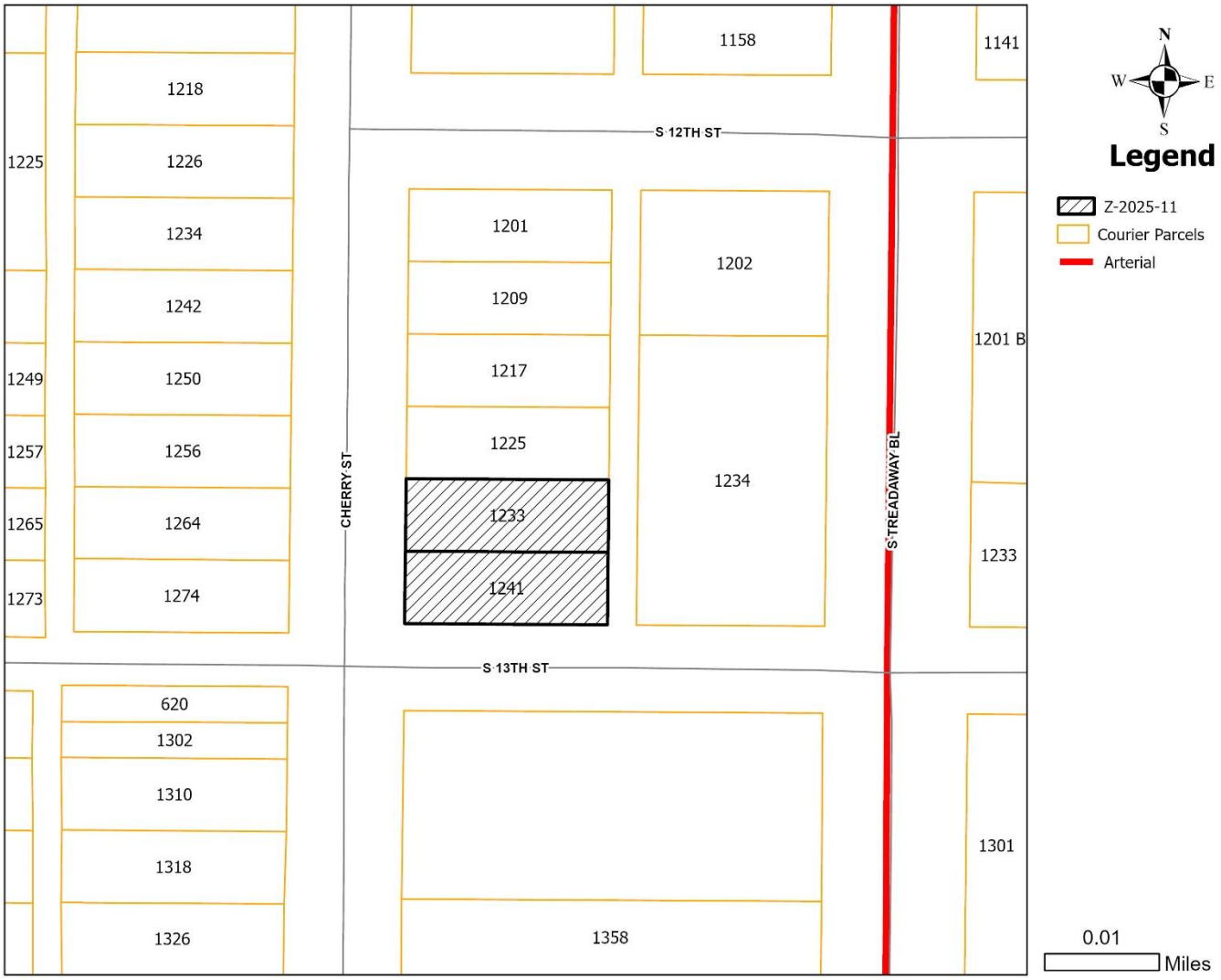
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.32 acres from Medium Density (MD) to Heavy Industrial (HI).

Legal description being Lots 7 & 8, Block T, Johnston Subdivision of Lot 1, Block 209, Original Town, Abilene, Taylor County, Texas.

Located at 1233 and 1241 Cherry Street.



-END-

ZONING CASE: Z-2025-11 STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 03, 2025
City Council 1st Read: June 12, 2025
City Council 2nd Read: June 26, 2025

Applicant
Owner: Instrument Maintenance Co., INC
Agent: Hadyn Johnson – Paul Johnson & Associates

Case Manager
Clarissa Ivey – Planner

Request
Rezone approximately 0.32 acres from Medium Density (MD) to Heavy Industrial (HI).

Location
Located at 1233 and 1241 Cherry Street. Legal description being Lots 7 & 8, Block T, Johnston Subdivision of Lot 1, Block 209, Original Town, Abilene, Taylor County, Texas.

Background
The two parcels are part of Original Town Abilene. 1233 Cherry St has previously been used as a residential lot until the home was demolished in 2009 and has remained vacant since. 1241 Cherry St has remained vacant, occasionally used as a storage yard per google imagery. Staff were unable to find any records of buildings/or improvements.

Existing Uses/Zoning

	Zoning	Existing Land Use
North	MD	Vacant Lot
East	HI	Oil Field Equipment Supplier
South	HI	Duplex
West	MD	Rhino Linings – Truck Accessories

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 future land use map envisions this area developing as downtown living; however the area is mostly zoned industrial and heavy commercial.

(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.
It is the opinion of the staff that there are no other factors present that substantially affect the public health, safety, morals, or general welfare of the City of Abilene.

P&Z Recommendation
The Planning and Zoning Commission recommends **approval.**

Attachments

- Application
- PowerPoint

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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:

Property Owner Legend: O - Opposed, F - In Favor

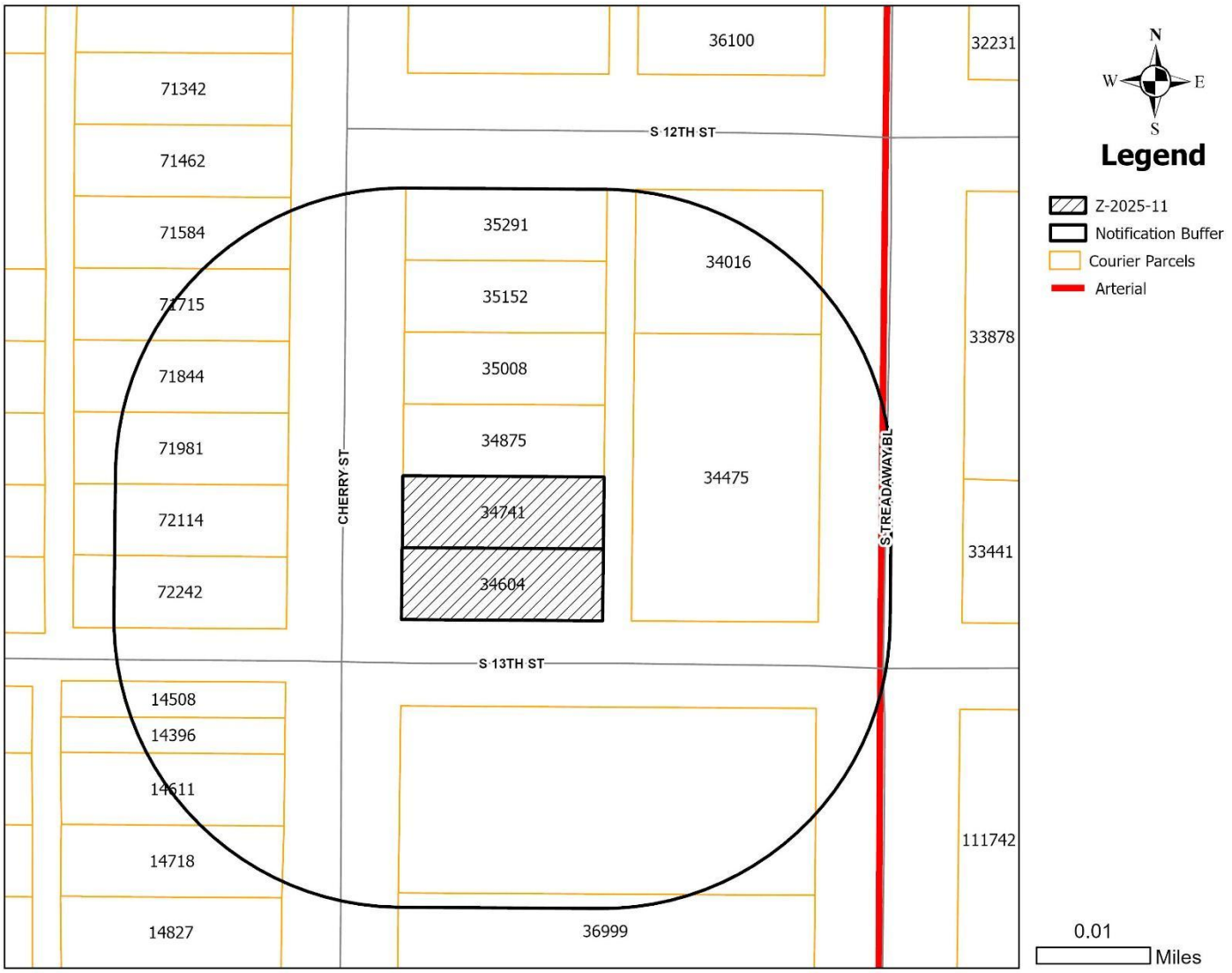
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ANDERS CHAD S & PAM B	37002	1310 S TREADAWAY BL	
ANDERS CHAD S & PAM B	37002	1302 S TREADAWAY BL	
CITY OF ABILENE	14508	620 S 13TH ST	Exempt
COWART B J	72114	1264 CHERRY ST	
COWART BILLY JO LIFE EST	71981	1256 CHERRY ST	
COWART JEFF	72242	1274 CHERRY ST	
COWART JEFF & KERRY	34604	1241 CHERRY ST	Applicant
DARON RAYMOND GEO	35152	1209 CHERRY ST	
FONTENOT RANDY & JENNIFER	35291	1201 CHERRY ST	
GOLDEN THEODORE K JR	14611	1310 CHERRY ST	
GOLDEN THEODORE K JR	14396	1302 CHERRY ST	
INSTRUMENT MAINTENANCE CO	34475	1234 S TREADAWAY BL	
INSTRUMENT MAINTENANCE CO	34016	1202 S TREADAWAY BL	
INSTRUMENT MAINTENANCE CO	34741	1233 CHERRY ST	Applicant
JESSICA PAIGE GARCIA NONEXEMPT LIFETIME TRUST &	36999	1358 S TREADAWAY BL	
LOPEZ DAISY MARLENE	34875	1225 CHERRY ST	
LOPEZ PEDRO G & MARIA C	14718	1318 CHERRY ST	
QUESADA SELEDONIO	71844	1250 CHERRY ST	
QUESADA YOLANDA ET AL	71584	1234 CHERRY ST	
QUESADA YOLANDA ET AL	71715	1242 CHERRY ST	
RODRIGUEZ JOHNNY	35008	1217 CHERRY ST	

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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
GOLDEN THEODORE K JR	14396	1302 CHERRY ST	
CITY OF ABILENE	14508	620 S 13TH ST	Exempt
GOLDEN THEODORE K JR	14611	1310 CHERRY ST	
LOPEZ PEDRO G & MARIA C	14718	1318 CHERRY ST	
INSTRUMENT MAINTENANCE CO	34016	1202 S TREADAWAY BL	
INSTRUMENT MAINTENANCE CO	34475	1234 S TREADAWAY BL	
COWART JEFF & KERRY	34604	1241 CHERRY ST	Applicant
INSTRUMENT MAINTENANCE CO	34741	1233 CHERRY ST	Applicant
LOPEZ DAISY MARLENE	34875	1225 CHERRY ST	
RODRIGUEZ JOHNNY	35008	1217 CHERRY ST	
DARON RAYMOND GEO	35152	1209 CHERRY ST	
FONTENOT RANDY & JENNIFER	35291	1201 CHERRY ST	
JESSICA PAIGE GARCIA NONEXEMPT LIFETIME TRUST &	36999	1358 S TREADAWAY BL	
ANDERS CHAD S & PAM B	37002	1310 S TREADAWAY BL	
ANDERS CHAD S & PAM B	37002	1302 S TREADAWAY BL	
QUESADA YOLANDA ET AL	71584	1234 CHERRY ST	

QUESADA YOLANDA ET AL	71715	1242 CHERRY ST	
QUESADA SELEDONIO	71844	1250 CHERRY ST	
COWART BILLY JO LIFE EST	71981	1256 CHERRY ST	
COWART B J	72114	1264 CHERRY ST	
COWART JEFF	72242	1274 CHERRY ST	

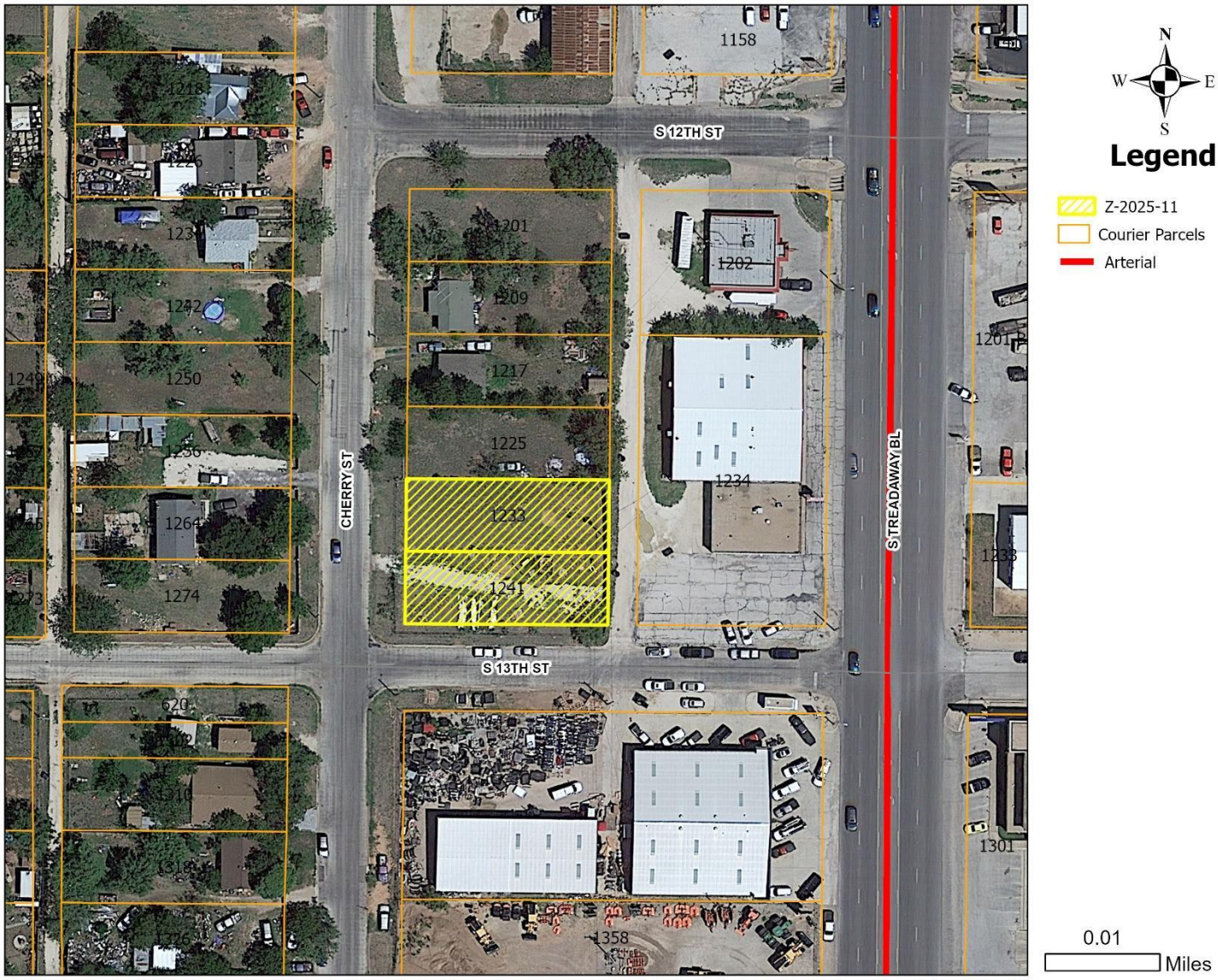
NOTIFICATION MAP



ZONING MAP

1158
1141
1218
S 12TH ST
1225
1226
1234
1242
1249
1250
1257
1256
1265
1264
1273
1274
CHERRY ST
1201
1209
1217
1225
1233
1241
1202
1234
S TREADAWAY BL
1201 B
1233
S 13TH ST
620
1302
1310
1318
1326
1358
1301
N
W
E
S
Legend
Z-2025-11
Courier Parcels
HI (Heavy Industrial)
HC (Heavy Commercial)
NR (Neighborhood Retail)
MD (Residential - Medium Density)
Arterial
0.01
Miles

Location Map



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-11 MD to HI
ID # 25-000056 | **Started** 03/04/2025 at 9:56 AM

Address

1233 Cherry St, Abilene, TX USA 79602

Legal

O T Abilene
8 209 1 T Js Johnston Abl

Description

This request is for a zoning change to allow commercial storage, enabling Instrument Maintenance Co., Inc. to use the property for additional inventory and equipment storage. No new development is planned; the space will be used in compliance with zoning and regulatory requirements while remaining community-friendly. Properties include: 1233 Cherry St, Abilene, TX 79602 Legal Description: 8 209 1 T JS JOHNSTON ABL and 1241 Cherry St, Abilene, TX 79602 Legal Description: 7 209 1 T JS JOHNSTON OT ABL NEZ Fees waived

PROPERTY DETAILS

Property ID	34741
GEO ID	6119
Enforcement Area	Original Town South

PROPERTY ADDITIONAL INFORMATION

Account Number	85100036700
Property ID	6119
Land Use	Single Family Res
High School	Chs
Middle School	Madison
Elementary School	Thomas
Super Neighborhood	Original Town South
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Haydn Johnson	hadyn@pauljohnsonrealtors.com	Abilene, TX	-	APPLICANT
Munoz Rosalie Lozano	-	1149 S Morgantown Rd Greenwood, IN 46143-8812	-	Property Owner

INFORMATION FIELDS

Owner Name
Instrument Maintenance Co., Inc

Agent Name
Paul Johnson & Associates

Block
-

Lot
-

Acreage
0.32

Legal Description of property
8 209 1 T JS JOHNSTON ABL / 7 209 1 T JS JOHNSTON OT ABL

Subdivision Name
-

Current Zoning
MD

Proposed Zoning
HI

Agree to Terms
Dubya-Davis Harwell

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Owner Authorization and Representative Designation

Property Description

Subdivision: 85100
Zoning Classification(s): MD
Location: 1233 Cherry St & 1241 Cherry St, Abilene, TX 79602
Total Number of Acres: 0.32
Total Number of Lots: 2

Property Owner Information & Authorization

Name/Company: Instrument Maintenance Co., INC
Address: 1234 S Treadaway Blvd
City: Abilene State: TX Zip Code: 79602
Phone: (325) 660-7392 Email: Daniel@imco1.com Isaiah@imco1.com

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 04-02-25

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Daniel George Core (*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 2 day of April, 2025

ISAIAH H. CORE
Notary Public, State of Texas
Comm. Expires 10-29-2026
Notary ID 130008935

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(*specify*): Real Estate Agent

Name: Hadyn Johnson Company: Paul Johnson & Associates
Address: 4633 S 14th St. City: Abilene State: Texas
Zip Code: 79605 Number: (325) 439-0328 Email: Hadyn@PaulJohnsonRealtors.com

ZONE CHANGE REQUEST

Case: Z-2025-11

Agent: Hadyn Johnson – Paul Johnson & Associates

Request: Rezone from Medium Density (MD) to Heavy Industrial (HI).

Location: 1233 and 1241 Cherry St

Notification: 0 in Favor, 0 in Opposition

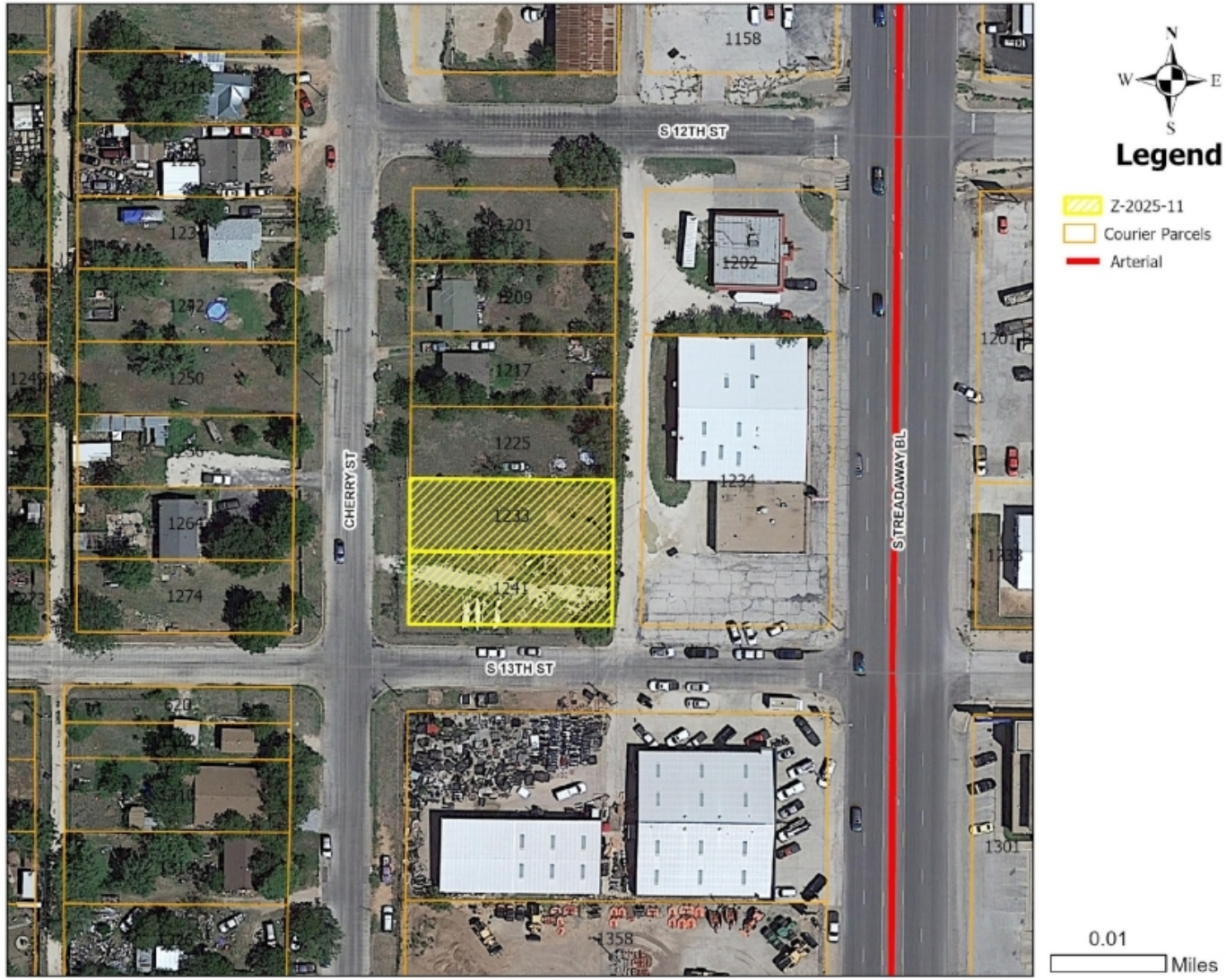
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025

June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN HEAVY INDUSTRIAL ZONING

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
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recycling Collection Point
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Post Office
P	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private

SERVICE:

P	Contractor Services
P	Recycling Collection and Processing Center
P	Scales (public)
P	Wrecker/Towing

TRADE – RETAIL USES:

P	Head Shop
C	Scrap and Waste Material

TRADE – WHOLESALE USES:

C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and Marshaling Yard
P	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
P	Manufacturing (heavy)
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

East Neighboring Property

West Neighboring Property

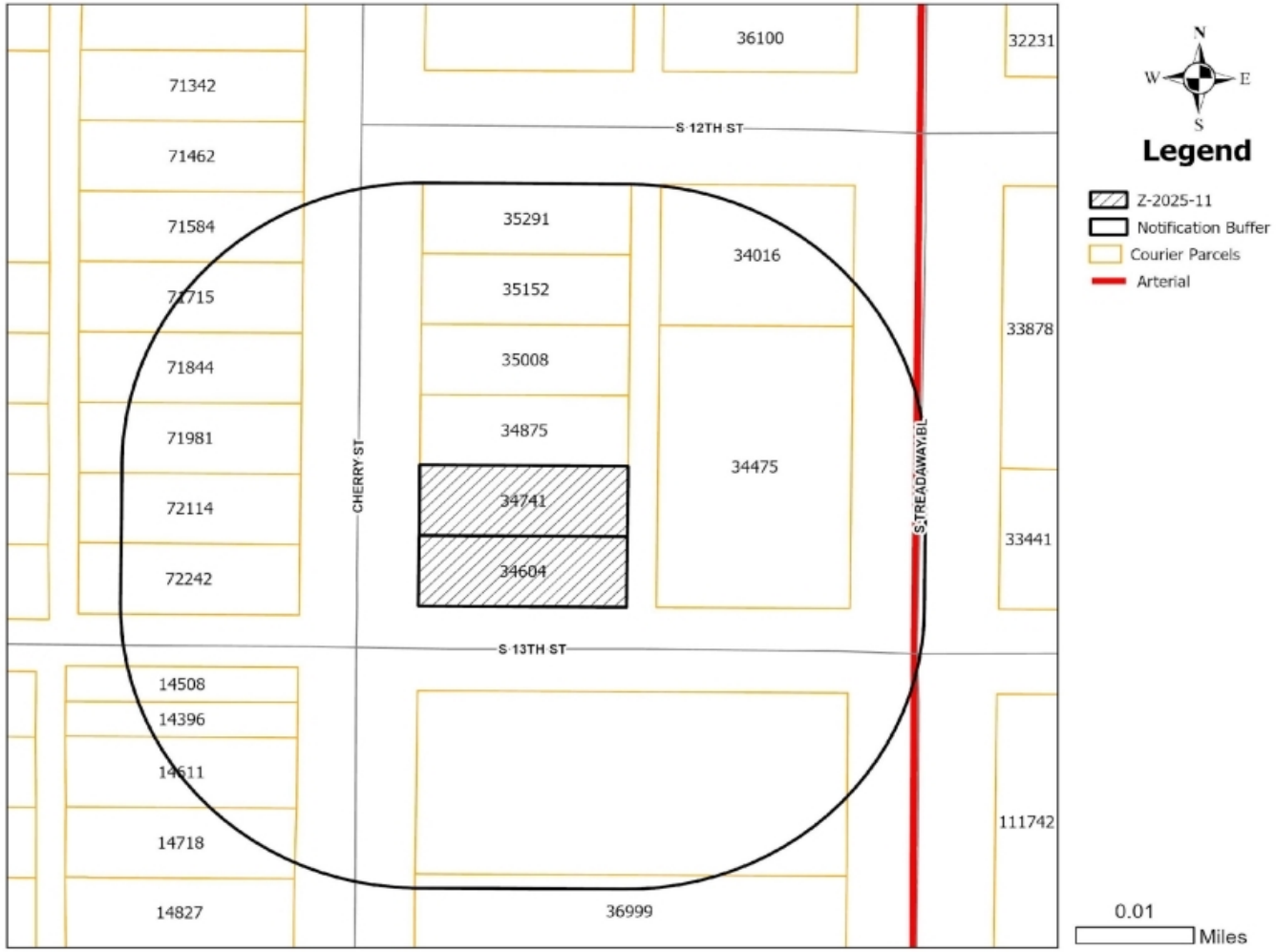
South Neighboring Property

Subject Properties

North Neighboring Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0 - In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: **Approval.**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **16. Ordinance (First Reading) Z-2025-12: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.31 Acres from General Retail (GR) to General Commercial (GC). Located at 1801 Grape Street *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City in 1911. The building was built in the 1940s and has been in operation as Abilene Mini since 1996 and Abilene Auto Mart since 2018.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends denial.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (5)

2. Staff Report.docx (1)
3. 62150
4. 62281
5. Application (10)
6. Presentation (4)

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.31 acres from General Retail (GR) to General Commercial (GC). Legal description as follows:

Lot 3&4, Block 11, College Heights, Abilene, Taylor County, Texas.

Located at 1801 Grape Street.

END

ZONING CASE
Z-2025-12
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 03, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant
Agent: Sherali Ramzanali
Owner: Abilene Food Mart

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 0.31 acres from General Retail (GR) to General Commercial (GC).

Location
Located at 1801 Grape Street. Legal description being Lot 3 & 4, Block 11, College Heights, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1911. The building was built in the 1940s and has been in operation as Abilene Mini since 1996 and Abilene Auto Mart since 2018.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR	Residence
East	MD	Residence
South	MD	Residence
West	MD	Residence

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 use is consistent with the Future Land Use and Development Plan Map. The Comprehensive Plan recommends medium residential development, which does not support General Commercial zoning.

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

The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(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.
All services are provided.

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

Planning & Zoning Commission Recommendation:
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Project Overview

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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

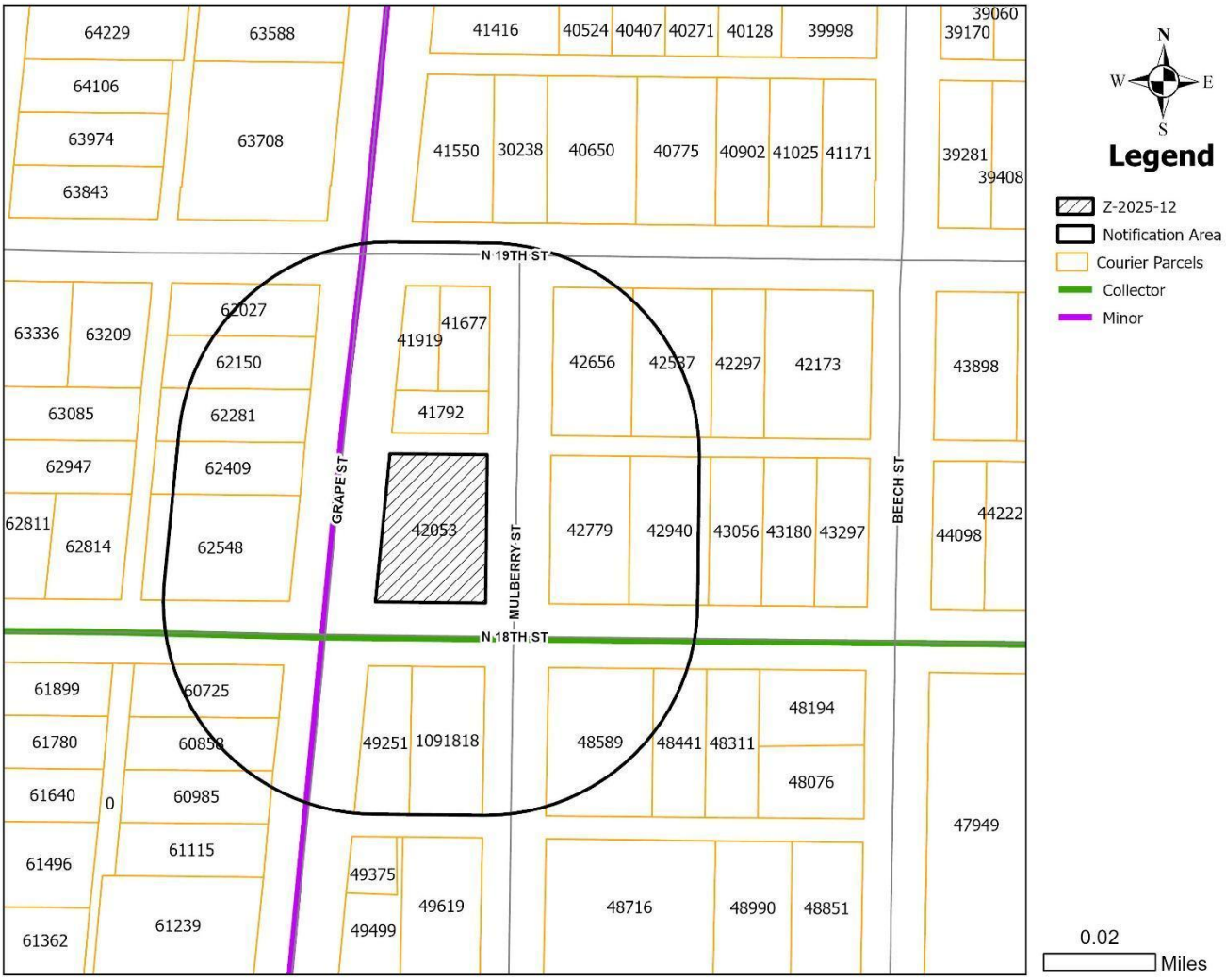
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
1802 GRAPE HOLDING LLC	62548	1802 GRAPE ST	
ABILENE FOOD MART INC	42053	1801 GRAPE ST	
ASHA PILI	62409	1818 GRAPE ST	
BAGWELL MELISSA EAKIN	42656	1543 ½ N 19TH ST	
BAGWELL MELISSA EAKIN	42656	1543 N 19TH ST	
CANO ANTONIA	41792	1825 GRAPE ST	
CRUZ NOEL & LUCIA	62027	1842 GRAPE ST	
MACKEY DEBORAH M ET AL	42537	1535 N 19TH ST	
MATHEWS JAMES T	60985	1726 GRAPE ST	
MATHEWS JAMES T	60985	1726 ½ GRAPE ST	
PALLAREZ ARMANDO F & MELISSA A	48441	1525 N 18TH ST	
RAMZANALI AMBEREEN	62150	1834 GRAPE ST	F
RAMZANALI SHERALI	62281	1826 GRAPE ST	F
RAMZANALI SHERALI	62281	1826 ½ GRAPE ST	F
RODRIGUEZ GILBERT & DEBRA	60858	1734 GRAPE ST	
RODRIGUEZ GILBERT & DEBRA	60858	1734 ½ GRAPE ST	
RODRIQUEZ FERNANDO &	60725	1717 N 18TH ST	
SEGURA BALDOMERO	41919	1841 GRAPE ST	
SEGURA BALDOMERO	41677	1625 N 19TH ST	
SEGURA BALDOMERO	48589	1543 N 18TH ST	
TATUM ALVILENE	42940	1538 N 18TH ST	
THOMPSON NICHOLAS	1091818	1605 N 18TH ST	

YATES MARY B	42779	1542 N 18TH ST	

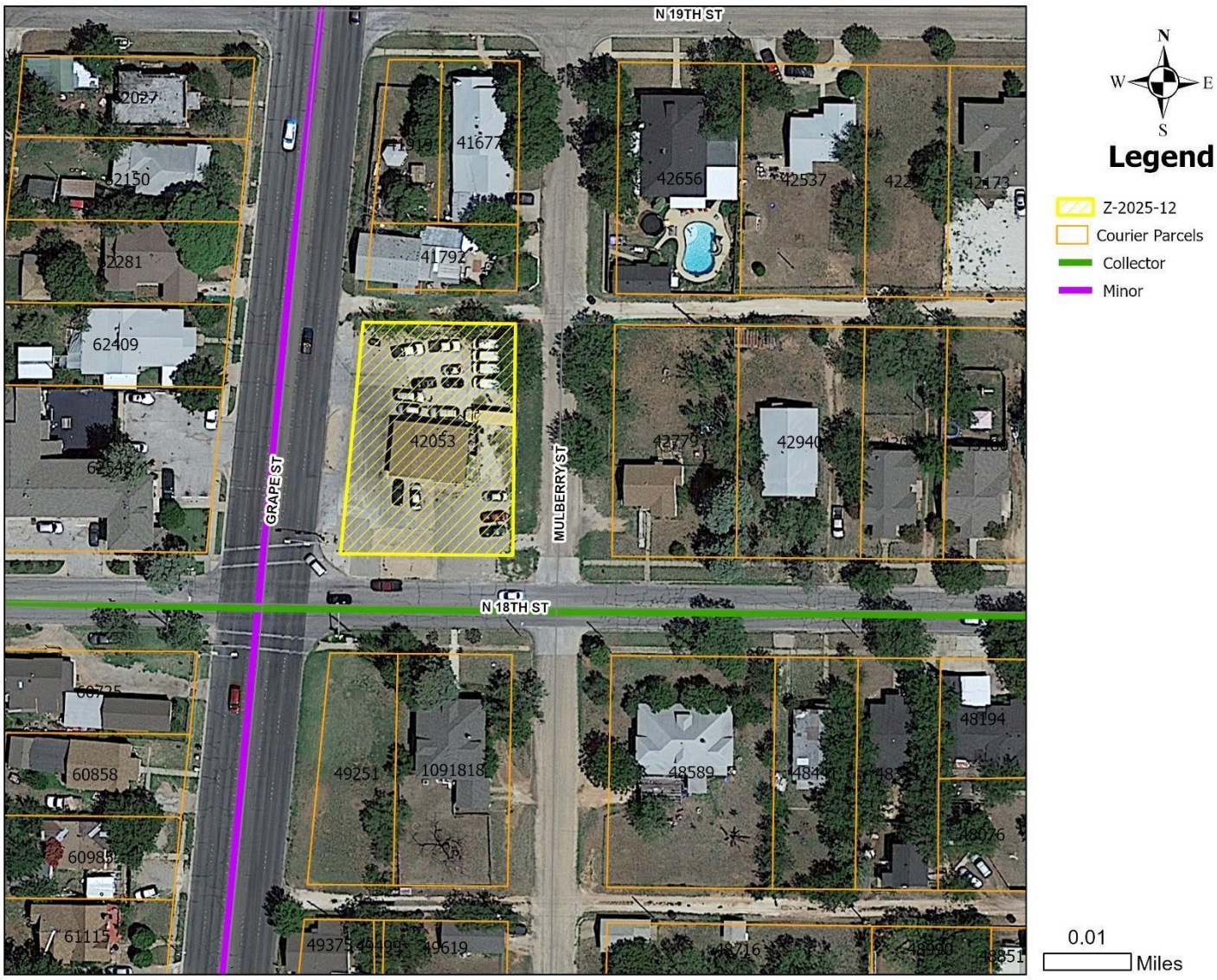
PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SEGURA BALDOMERO	41677	1625 N 19TH ST	
CANO ANTONIA	41792	1825 GRAPE ST	
SEGURA BALDOMERO	41919	1841 GRAPE ST	
ABILENE FOOD MART INC	42053	1801 GRAPE ST	
MACKEY DEBORAH M ET AL	42537	1535 N 19TH ST	
BAGWELL MELISSA EAKIN	42656	1543 ½ N 19TH ST	
BAGWELL MELISSA EAKIN	42656	1543 N 19TH ST	
YATES MARY B	42779	1542 N 18TH ST	
TATUM ALVILENE	42940	1538 N 18TH ST	
PALLAREZ ARMANDO F & MELISSA A	48441	1525 N 18TH ST	
SEGURA BALDOMERO	48589	1543 N 18TH ST	
RODRIQUEZ FERNANDO &	60725	1717 N 18TH ST	
RODRIGUEZ GILBERT & DEBRA	60858	1734 GRAPE ST	
RODRIGUEZ GILBERT & DEBRA	60858	1734 ½ GRAPE ST	
MATHEWS JAMES T	60985	1726 GRAPE ST	
MATHEWS JAMES T	60985	1726 ½ GRAPE ST	
CRUZ NOEL & LUCIA	62027	1842 GRAPE ST	
RAMZANALI AMBEREEN	62150	1834 GRAPE ST	F
RAMZANALI SHERALI	62281	1826 GRAPE ST	F
RAMZANALI SHERALI	62281	1826 ½ GRAPE ST	F
ASHA PILI	62409	1818 GRAPE ST	
1802 GRAPE HOLDING LLC	62548	1802 GRAPE ST	
THOMPSON NICHOLAS	1091818	1605 N 18TH ST	

NOTIFICATION MAP



LOCATION MAP



Case # Z-2025-12
May 9, 2025

ZONING MAP

N 19TH ST
N 18TH ST
GRAPE ST
MULBERRY ST
62027
62150
62281
62409
62548
41919
41677
41792
42053
42656
42537
42297
42173
42779
42940
43056
43180
60725
60858
60985
61115
49251
1091818
49375
49499
49619
48589
48441
48311
48194
48076
48716
48990
48851
N
S
E
W
Legend
Z-2025-12
Courier Parcels
GR (General Retail)
MD (Residential - Medium Density)
Collector
Minor
0.01
Miles

CITY OF ABILENE TEXAS

MAY 28 AM 9:30

RAMZANALI AMBEREEN
1834 GRAPE ST
ABILENE, TX 79601-2841

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-12 **May 19, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 3, 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 zoning change is approximately 0.31 acres located at 1801 Grape St. Legal description being Lot 3 & 4, Block 11, College Heights, Abilene, Taylor County, Texas. The property is currently zoned General Retail (GR), and the request is to change the zoning to General Commercial (GC).

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 **June 26, 2025, at 10:00 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 #: Z-2025-12

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:	42053	Your Name:	RAMZANALI AMBEREEN	I am in favor of the request ☒
Requestor's Property Zoning:	GR	Your Property Address:	1834 GRAPE ST	
Requestor's Proposed Zoning:	GC	Your Parcel ID:	62150	I am opposed to the request ☐

Signature: Ambar Ramzanali

CITY OF ABILENE TEXAS

MAY 28 AM 9:29

RAMZANALI SHERALI
1801 GRAPE ST
ABILENE, TX 79601-2840

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-12 **May 19, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 3, 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 zoning change is approximately 0.31 acres located at 1801 Grape St. Legal description being Lot 3 & 4, Block 11, College Heights, Abilene, Taylor County, Texas. The property is currently zoned General Retail (GR), and the request is to change the zoning to General Commercial (GC).

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 **June 26, 2025, at 10:00 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 #: Z-2025-12

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:	42053	Your Name:	RAMZANALI SHERALI	I am in favor of the request ☒
Requestor's Property Zoning:	GR	Your Property Address:	1826 GRAPE ST	
Requestor's Proposed Zoning:	GC	Your Parcel ID:	62281	I am opposed to the request ☐

Signature: SA

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: Abilene Food Mart Inc

Address: 1801 grape St Abilene, TX 79601 Number of Lots: 3+4 Acreage:

Legal Description: College Heights, Block 11, Lot 3+4 (less Street)

Subdivision Name: College Heights Block: 11 Lot: 3+4

Current Zoning: GR Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: Sherali Ramzanali

Address: PO Box 7397

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

Phone: (325) 518-5786 Email: Ramrealty2727@gmail.com

Agent Name:

Address:

City, State, Zip: Fax:

Phone: Email:

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

Signature of Owner: Sherali Ramzanali Date: 03/25/25

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	☐	Empowerment Overlay
☐ NO	Neighborhood Office		
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

To sell used cars to accommodate growing demand for affordable pre-owned vehicles within the community

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, The rezoning would adhere to all laws + regulations as required by the city.

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, The use would be permitted + the standards would be applicable for the land to be reclassified

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

The proposed changes do not interfere with any existing or proposed plans as we have been in business for almost 8 years

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

YES, it can help the economic growth by providing affordable transportation options to the public.

Other Required Forms - Disclosure of Interest (See Attached)

2025 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: College Heights
Total Number of Acres: _____
Zoning Classification(s): _____
Total Number of Lots: 3+4
Location: _____

Property Owner Information & Authorization

Name/Company: Abilene Food Mart Inc / Sherali Ramzanali
Address: PO Box 7397
City: Abilene State: Texas Zip Code: 79608
Phone: (325) 518-5786 Email: Ramrealty2727@gmail.com

Project Representation (check one):

☑ I will represent the application myself; OR

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

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

Property Owner's Signature: Sherali Ramzanali **Date:** 03/25.125

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Sherali Ramzanali (*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 25th day of March, 2025

LEAH SALAZAR
Notary Public, State of Texas
NOTARY ID # 13317020-3
My Commission Exp 06-22-25

Leah Salazar
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? O Yes ✓ No

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

N/A

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

N/A

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)*: Sherali Ramzanali

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: Sheralli Kangerd II

DATE: 3-25-25

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 3.25.25, 20~~25~~

SIGNED: Sandy Ramzanali

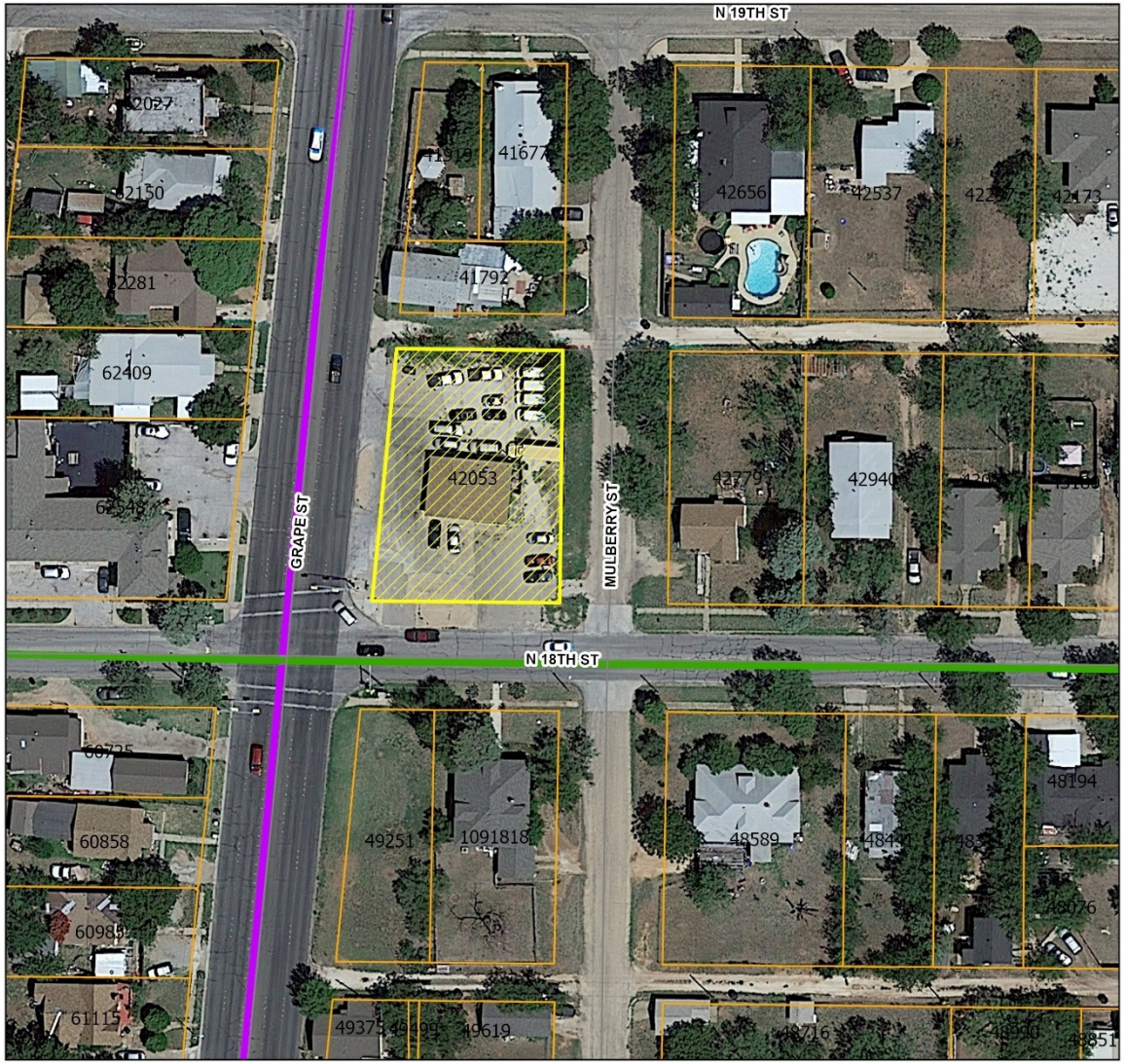
*(cross out the inapplicable phrase)

REZONE REQUEST

Case:	Z-2025-12
Agent:	Sherali Ramzanali
Request:	Change the zoning of approximately 0.31 acres from General Retail (GR) to General Commercial (GC).
Location:	Located at 1801 Grape Street.
Notification:	2 in Favor, 0 in Opposition
Planning & Zoning:	June 3, 2025
Council Hearing:	June 12, 2025
	June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

Legend

- Z-2025-12
- Courier Parcels
- Collector
- Minor

0.01 Miles

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

N
W E
S

Legend

- Z-2025-12
- Notification Area
- Courier Parcels
- Collector
- Minor

0.02 Miles

2 - in Favor -

0 - in Opposition -

% OPPOSITION

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **17. Ordinance (First Reading) Z-2025-13: Receive a Report, Hold a Discussion and Take Action on a Request from the Owners to Amend the Terms and Conditions of a Planned Development District (PDD-177), Specifically to Allow Residential Single-Family Uses with Alternative Lot Dimensions. Located along Jolly Rogers Road *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is zoned PD-177. The applicant proposes to use the property for single-family residences. The owners intend to allow 4,500 square foot lots which have a minimum frontage of 40 feet and side setbacks of 5 feet. All other setbacks will remain as standard for RS-6 zoning.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Z-2025-13 Ordinance
2. Z-2025-13 Staff Report
3. 062-2022 - Amending the LCD by Changing the Zoning - North Tract in John Jarmon Survey and Leonard Bowerman Survey (AMENDED)
4. Opposition 4073 Caldwell
5. Zoning App City of Abilene
6. Z-2025-13 Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-177 AND ORDINANCE NO. 62-2022, 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. 62-2022, 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 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Request: Amend the terms and conditions of a Planned Development District (PDD-177). Specifically to allow smaller minimum sized lots with amended setbacks.

DELETE: **Tract C, F** – Residential Single-Family (RS-6) district, subject to all RS-6 development standards shall be applicable with the following exceptions:

- Minimum Lot Area: 5,000 square feet
- Minimum Lot Width: 50 feet
- Minimum Front Setback: 20 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 5 feet

ADD: **Tract C** – Residential Single-Family (RS-6) district, subject to all RS-6 development standards shall be applicable with the following exceptions:

- Minimum Lot Area: 5,000 square feet
- Minimum Lot Width: 50 feet
- Minimum Front Setback: 20 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 5 feet

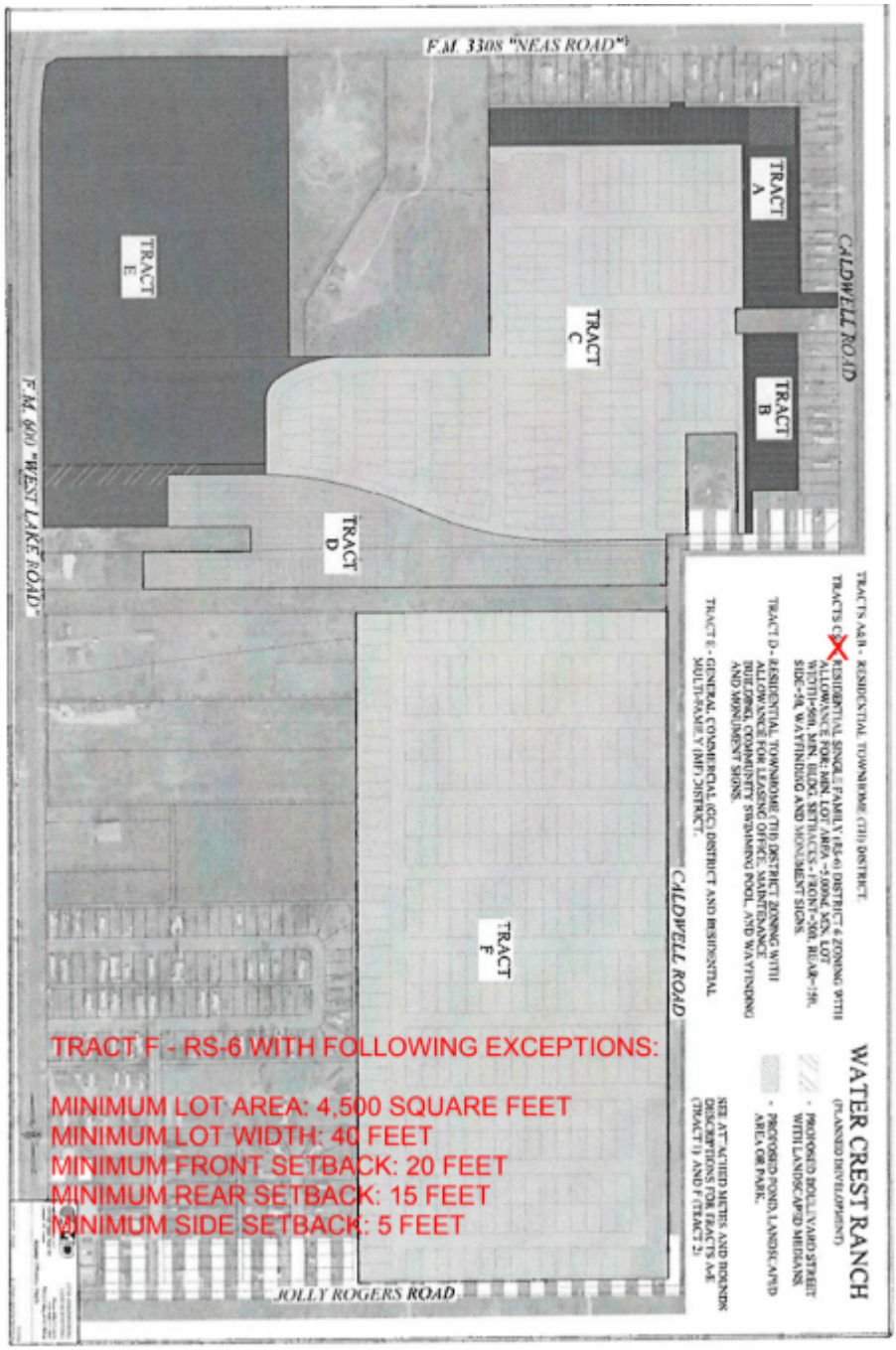
Tract F – Residential Single-Family (RS-6) district, subject to all RS-6 development standards shall be applicable with the following exceptions:

- Minimum Lot Area: 4,500 square feet
- Minimum Lot Width: 40 feet
- Minimum Front Setback: 20 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 5 feet

ORDINANCE NO. _____

DELETE: EXHIBIT B

ADD: CONCEPT PLAN



END

ZONING CASE
Z-2025-13
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 3, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant
WTLG Hidden Oaks, LLC

Case Manager
Adam Holland – Planner

Request
Amend the terms of PD-177 to allow 4,500 sq ft lots.

Location
Jolly Rodgers Rd and Caldwell Rd

Background
The subject property is zoned PD-177

The applicant proposes to use the property for single-family residences. The owners intend to allow 4,500 square foot lots which have a minimum frontage of 40 feet and side setbacks of 5 feet. All other setbacks will remain as standard for RS-6 zoning.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PD-177	Single-family Residences
East	MH	Mobile/manufactured Homes
South	AO	Single-family Residences
West	AO	Single-family Residences

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The 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.

Planning and Zoning Commission Recommendation

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

Attachments

- PowerPoint Presentation
- Application

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23rd, 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
4T CATTLE & LAND CO LLC	3741 CALDWELL RD	51203	
ADKINS KENNETH & PAM	3790 FORTUNE AV	42605	
BARDIN BRAD S & EMILY G	441 JOLLY ROGERS RD	20045	
BARDIN BRAD S & EMILY G	457 JOLLY ROGERS RD	75041	
BARDIN BRAD S & EMILY G		51713	
BARR CHAD	3701 CALDWELL RD	1096012	
BARR CHAD &		52224	
BERRY SCOTT AARON	3717 FORTUNE AV	43725	
BLANTON RANDY	4063 W LAKE RD	96531	
BROWN JAMES LYNN	3709 CALDWELL RD	51836	
BUERGER WENDELL ET AL	401 JOLLY ROGERS RD	50390	
BYERS MICHAEL	3725 FORTUNE AV	43601	
BYERS MICHAEL	3741 FORTUNE AV	43483	

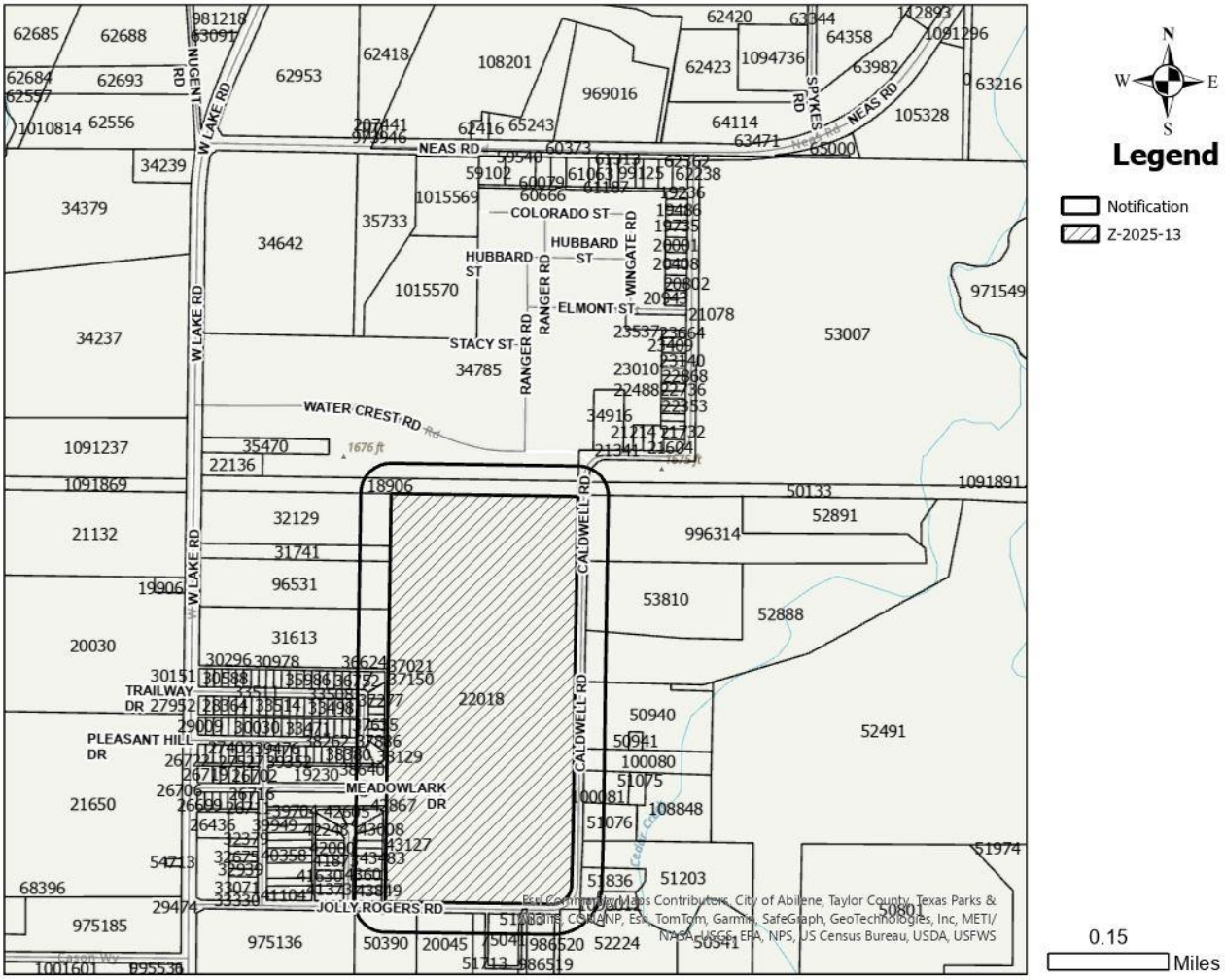
CLEAR VIEW RV LLC	4051 W LAKE RD	31613	
CLEVENGER GARY ALAN	4001 CALDWELL RD	52888	
COCKERELL EDWARD IV &	581 JOLLY ROGERS RD	51583	
Confidential Owner	3919 CALDWELL RD	100081	
FLEMING JOSEPH ALAN &	4075 W LAKE RD	31741	
HARDESTY JOSEPH CONNOR	4489X CALDWELL RD	53007	
HOOD DEREK L	4073 CALDWELL RD	996314	O
ISBELL ANTHONY EUGENE	349 MOBIL DR	37770	
KUZMIC SEAN	3749 FORTUNE AV	43250	
LADYMAN WALTER ANDREW	3825 CALDWELL RD	51076	
MC CORMACK MICHAEL & SARA	4173 W LAKE RD	32129	
MOORE GREATHOUSES LLC	341 MOBIL DR	37886	
RADER BRITTANY MICHELLE	317 TRAILWAY DR	33491	
ROWTON RICHARD VAN JR &	3765 FORTUNE AV	43008	
SMITH PATRICIA MARTIN	465 JOLLY ROGERS RD	986520	
SMITH PATRICIA MARTIN		986519	
THORP JASON	357 MOBIL DR	37635	
WATER CREST RANCH ABILENE LLC	4134 Y CALDWELL RD	34785	

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

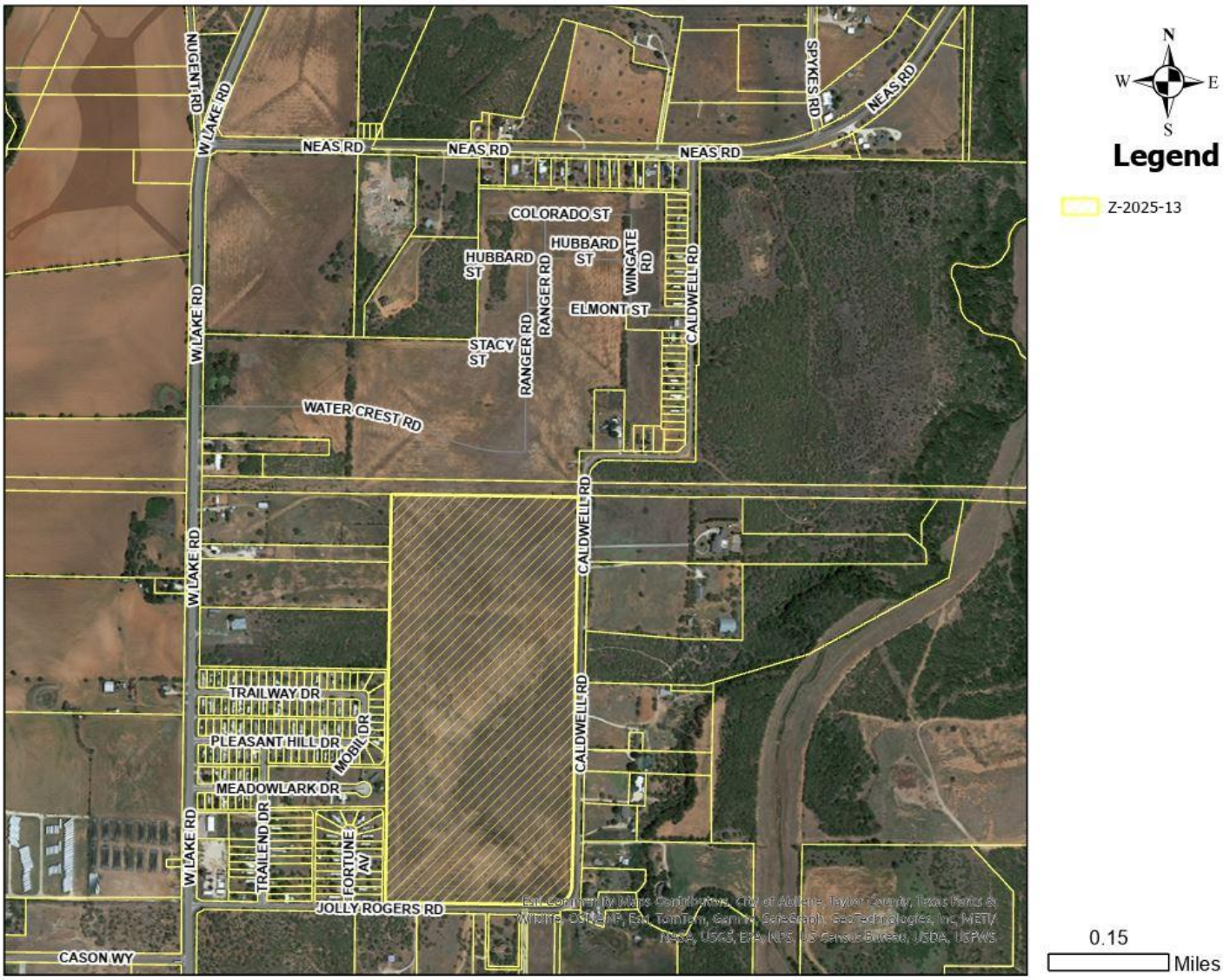
OWNER	SITUS	PROP_ID	RESPONSE
BARDIN BRAD S & EMILY G	441 JOLLY ROGERS RD	20045	
CLEAR VIEW RV LLC	4051 W LAKE RD	31613	
FLEMING JOSEPH ALAN &	4075 W LAKE RD	31741	
MC CORMACK MICHAEL & SARA	4173 W LAKE RD	32129	
RADER BRITTANY MICHELLE	317 TRAILWAY DR	33491	
WATER CREST RANCH ABILENE LLC	4134 Y CALDWELL RD	34785	
THORP JASON	357 MOBIL DR	37635	
ISBELL ANTHONY EUGENE	349 MOBIL DR	37770	
MOORE GREATHOUSES LLC	341 MOBIL DR	37886	
ADKINS KENNETH & PAM	3790 FORTUNE AV	42605	
ROWTON RICHARD VAN JR &	3765 FORTUNE AV	43008	
KUZMIC SEAN	3749 FORTUNE AV	43250	
BYERS MICHAEL	3741 FORTUNE AV	43483	
BYERS MICHAEL	3725 FORTUNE AV	43601	
BERRY SCOTT AARON	3717 FORTUNE AV	43725	
BUERGER WENDELL ET AL	401 JOLLY ROGERS RD	50390	
LADYMAN WALTER ANDREW	3825 CALDWELL RD	51076	
4T CATTLE & LAND CO LLC	3741 CALDWELL RD	51203	
COCKERELL EDWARD IV &	581 JOLLY ROGERS RD	51583	
BARDIN BRAD S & EMILY G		51713	

BROWN JAMES LYNN	**3709 CALDWELL RD**	**51836**	
BARR CHAD &		**52224**	
CLEVENGER GARY ALAN	**4001 CALDWELL RD**	**52888**	
HARDESTY JOSEPH CONNOR	**4489X CALDWELL RD**	**53007**	
BARDIN BRAD S & EMILY G	**457 JOLLY ROGERS RD**	**75041**	
BLANTON RANDY	**4063 W LAKE RD**	**96531**	
Confidential Owner	**3919 CALDWELL RD**	**100081**	
SMITH PATRICIA MARTIN		**986519**	
SMITH PATRICIA MARTIN	**465 JOLLY ROGERS RD**	**986520**	
HOOD DEREK L	**4073 CALDWELL RD**	**996314**	**O**
BARR CHAD	**3701 CALDWELL RD**	**1096012**	

NOTIFICATION MAP

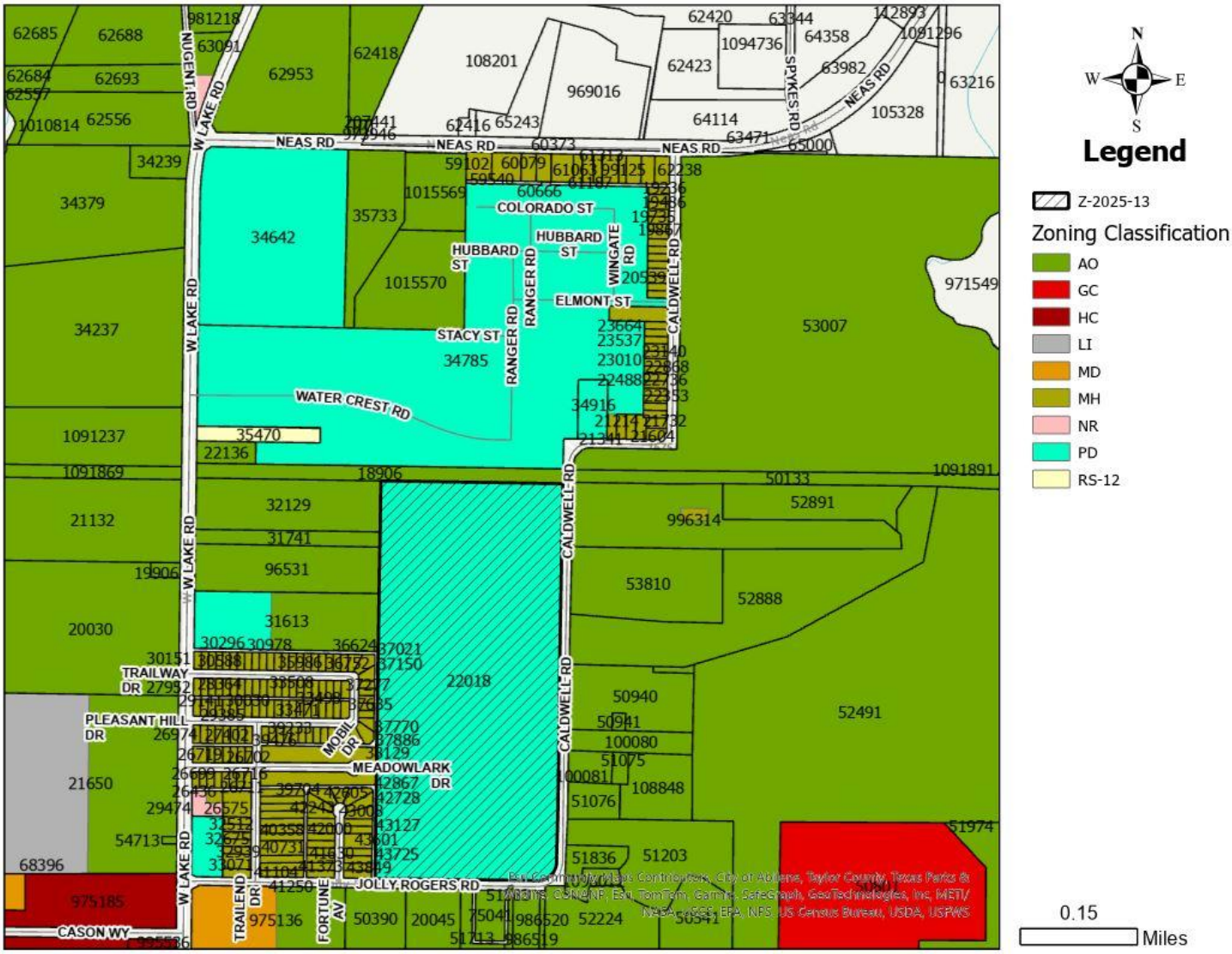


LOCATION MAP



Case # Z-2025-13
May 22, 2025

ZONING MAP



Case # Z-2025-13
May 22, 2025

ORDINANCE NO. 62-2022

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 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 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 Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 17th day of November, 2022.

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 October, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Council Chambers of the City Hall at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 1st day of December, 2022, 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 1st day of December, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from Agricultural Open Space (AO) to Planned Development District 177 (PD-177) subject to compliance with the Concept Plan attached hereto as Exhibit B:

Two tracts of land, being (1) the "North Tract", a 110.913 acre tract located in the John Jarmon Survey No. 82, Certificate No. 1802/1903, Abstract No. 187, and the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, and (2) the "South Tract", a 76.298 acre tract located in the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, Taylor County, Texas, said tracts being further described by metes and bounds as follows:

TRACT 1, THE "NORTH TRACT":

A 110.913 acre tract of land located in the John Jarmon Survey No. 82, Certificate No. 1802/1903, Abstract No. 187, and the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, Taylor County, Texas, and comprised of four tracts of land described as Tracts Three, Four and Five in a Warranty Deed With Vendor's Lien recorded in Volume 1946, Page 509, and Tract Two in a Warranty Deed With Vendor's Lien recorded in Volume 2415, Page 783, of the Official Public Records of Taylor County, Texas;

1) BEGINNING at a 1/2" iron rod with a cap marked "COJER" found in the south line of the Replat of Pleasant Hills Estates, Block 9, Section 2, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 2, Slide 244-D of the Plat Records of Taylor County, Texas, at the northwest corner of Lot 127, Block A of Pleasant Hills Estates, Lots 127-141, a Replat of Pleasant Hills Estates, Lots 27-41, Block A, Section 4, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 1, Slide 472 of the Plat Records of Taylor County, Texas, for the northeast corner of this tract, having coordinates of Northing: 6,869,836.65 and Easting: 1,594,546.14 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said John Jarmon Survey bearings: S. 88° 50' 55" E. a distance of 144.37 feet and N. 00° 46' 00" E. a distance of 267.59 feet, according to said plats of Pleasant Hills Estates, and having (calculated) coordinates of Northing: 6,870,101.28 and Easting: 1,594,694.03 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) THENCE S. 00° 42' 04" W., along the west line of said Pleasant Hills Estates, Lots 127-141, Block A, Section 4, a distance of 748.88 feet to a 1/2" iron rod found at the southwest corner of said Replat and an ell corner of this tract;

3) THENCE S. 89° 11' 02" E. a distance of 145.12 feet to a 1/2" iron rod with a cap marked "COJER" found in the west line of Caldwell Road (dedication unknown) at the southeast corner of said Pleasant Hills Estates, Lots 127-141, Block A, Section 4, and a corner of this tract;

4) THENCE S. 00° 45' 39" W. a distance of 58.98 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 3, Slide 500 of the Plat Records of Taylor County, Texas, and a corner of this tract;

5) THENCE N. 89° 12' 58" W., along the north line of said Pleasant Hills Estates, Lot l, Block A, Continuation of Section 4, at a distance of 0.22 feet pass a 1/2" iron rod found, continuing for a total distance of 399.86 feet to a 3/8" iron rod found at the northwest corner of said Lot 1, Block A, and an ell comer of this tract;

6) THENCE S. 00° 48' 10" W. a distance of 100.02 feet to a 3/8" iron rod found at the southeast corner of said Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, and an ell corner of this tract;

7) THENCE S. 89° 11' 19" E., along the south line of said Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, a distance of239.92 feet to a 1/2" iron rod with a cap marked "COJER" found at the northwest corner of Lot 20, Block B of Pleasant Hills Estates, Section 4, Part of Blocks A and B, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 1, Slide 91 of the Plat Records of Taylor County, Texas, and a corner of this tract;

8) THENCE S. 00° 45' 35" W., along the west line of Lots 8 through 20 of said Pleasant Hills Estates, Section 4, Part of Blocks A and B, a distance of 630.26 feet to a 1/2" iron rod found at the most northerly northeast corner of Pleasant Hills Estates, Lot 201 and Lots 102 through 105, a Replat of Lot 101 and Lots 2 through 7, Block B, Section 4, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed recorded in Plat Cabinet 1, Slide 407, of the Plat Records of Taylor County, Texas, and a corner of this tract;

9) THENCE N. 89° 12' 10" W. a distance of 180.05 feet to a 1/2" iron rod with a cap marked "COJER" found at the northwest corner of said Lot 201, Pleasant Hills Estates, Lot 201 and Lots 102 through 105, at an ell corner of this tract;

10) THENCE S. 00° 38' 33" W. a distance of 169.97 feet to a 1/2" iron rod in concrete found at the southwest corner of said Lot 201, Pleasant Hills Estates, Lot 201, and Lots 102 through 105, and a corner of this tract;

11) THENCE N. 89° 14' 06" W. a distance of 61.00 feet to a 3/8" iron rod found in the north line of Caldwell Road (dedication unknown) at the southeast corner of that certain 1.84 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2021-26813 of the Official Public Records of Taylor County, Texas, and a corner of this tract;

12) THENCE N. 00° 49' 14" E. a distance of 399.96 feet to a 3/8" iron rod found at the northeast corner of said 1.84 acre tract and an ell corner of this tract;

13) THENCE N. 89° 13' 27" W. a distance of 199.83 feet to a 3/8" iron rod found at the northwest corner of said 1.84 acre tract and an ell corner of this tract;

14) THENCE S. 00° 50' 34" W. a distance of 400.00 feet to a 1/2" iron rod with a cap marked "COJER" found in the north line of said Caldwell Road at the southwest corner o:f said 1.84 acre tract and a corner of this tract;

15) THENCE N. 89° 14' 06" W. a distance of 83.80 feet to a 1/2" iron rod with a cap marked "COJER" found at the point of intersection of the north and west lines of said Caldwell Road and an ell corner of this tract;

16) THENCE S. 00° 55' 06" W., along the west line of said Caldwell Road, a distance of205.20 feet to a 1/2" iron rod with a cap marked "COJER" found in the north line of that certain tract of land conveyed to West Texas Utilities Company described as a 5.86 acre tract of land and recorded in Volume 216, Page 69 of the Deed Records of Taylor County, Texas, for the most southerly southeast corner of this tract, having coordinates of Northing: 6,867,930.92 and Easting: 1,593,981.71 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of the second tract, "Tract 2", described herein-after, bears S. 01° 02' 37" W. a distance of 100.00 feet;

17) THENCE N. 88° 57' 37" W., along the north line of said West Texas Utilities Company tract, a distance of 2090.84 feet to a 3/8" iron rod found at the southeast comer of that certain 1.377 acre tract of land conveyed to J.D. Barrett described in a Warranty Deed with Vendor's Lien recorded in Volume 1790, Page 931 of the Official Public Records of Taylor County, Texas, for the most southerly southwest corner of this tract;

18) THENCE N. 00° 53' 02" E. a distance of 150.09 feet to a 1/2" iron rod with a cap marked "COJER" found at the northeast corner of said J.D. Barrett tract and a corner of this tract;

19) THENCE S. 88° 46' 59" E., along the south line of that certain 1.92 acre tract of land conveyed to Zeke Rodriguez described in a Warranty Deed with Vendor's Lien recorded in Volume 1733, Page 513 of the Official Public Records of Taylor County, Texas, a distance of 436.08 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the southeast comer of said Zeke Rodriguez tract and an ell corner of this tract;

20) THENCE N. 00° 08' 06" W. a distance of 99.99 feet to a 3/8" iron rod found at the northeast corner of said Zeke Rodriguez tract and an ell corner of this tract;

21) THENCE N. 88° 48' 24" W. a distance of 834.95 feet to a 1/2" iron rod with a cap marked "COJER" found in the east right-of-way line of F.M. Hwy. 600 at the northwest comer of said Zeke Rodriguez tract and the most westerly southwest comer of this tract, having coordinates of Northing: 6,868,227.00 and Easting: 1,591,494.90 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

22) THENCE N. 00° 49' 22" E., along the east right-of-way line of said F.M. Hwy. 600 at a distance of 676.61 feet pass a 1/2" iron rod with a cap marked "COJER" found, continuing for a total distance of 1542.88 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for a point of curvature and a corner of this tract;

23) THENCE northerly, along said east right-of-way line and a curve to the right, an arc distance of 307.52 feet, said curve having a radius of 1859.86 feet, a delta angle of 09° 28' 25", a chord length of 307.17 feet and a chord bearing of N. 05° 33' 34" E., to a Type 1 concrete right- of-way monument (top broken off) found at a point of intersection and the most westerly northwest comer of this tract;

24) THENCE N. 60° 33' 28" E. a distance of 69.80 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set at a point of intersection in the south right-of-way line of F.M. Hwy. 3308 for the most northerly northwest comer of this tract, whence an 8" wood guard post bears west a distance of 1.8 feet and north a distance of 0.4 feet;

25) THENCE S. 88° 49' 29" E., along said south right-of-way line, a distance of 909.62 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northwest corner that certain 7.25 acre tract of land conveyed to Bontke Brothers Construction Company described in a Warranty Deed recorded in County Clerk's File Number 2013-08806 of the Official Public Records of Taylor County, Texas, for a corner of this tract, having coordinates of Northing: 6,870,090.80 and Easting: 1,592,516.86 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

26) THENCE S. 00° 49' 22" W. a distance of 1208.09 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the southwest corner of said Bontke Brothers Construction Company tract and an ell corner of this tract;

27) THENCE S. 88° 49' 29" E., along the south line of said Bontke Brothers Construction Company tract at a distance of 58.55 feet pass the southwest corner of Lot 2 of Sherrill Addition,

Lots 1 and 2, Block A, an addition to the City of Abilene, Taylor County, Texas, according to the according to the map, plat and/or dedication deed recorded in Plat Cabinet 4, Slide 372, of the Plat Records of Taylor County, Texas, continuing for a total distance of 800.85 feet to a 3/8" iron rod in concrete found at the southeast corner of said Sherrill Addition and an ell comer of this tract;

28) THENCE N. 00° 54' 40" E., along the east line of said Sherrill Addition, a distance of 995.06 feet to a 1/2" iron rod with a cap marked "COJER" found at the southwest corner of said Replat of Pleasant Hills Estates, Block 9, Section 2 and a comer of this tract;

29) THENCE S. 88° 50' 55" E., along the south line of a utility easement, 20 feet in width, and said Replat of Pleasant Hills Estates, Block 9, Section 2, a distance of 720.02 feet to a 1/2" iron rod with a cap marked "COJER" found at an ell corner of this tract;

30) THENCE N. 00° 53' 00" E. a distance of 20.00 feet to a 1/2" iron rod with a cap marked "PATRIOT SURVEYING" found at the southwest corner of Lot 15 of said Replat of Pleasant Hills Estates, Block 9, Section 2 and a comer of this tract;

31) THENCE S. 88° 50' 55" E. a distance of 60.00 feet to a 1/2" iron rod with a cap marked "AMO ENGINEERING" set for the southeast corner of said Lot 15 and a comer of this tract;

32) THENCE S. 00° 53' 00" W. a distance of20.00 feet to a 1/2" iron rod with a cap marked "AMO ENGINEERING" set in the south line of said utility easement, 20 feet in width, and said Replat of Pleasant Hills Estates, Block 9, Section 2, for an ell corner of this tract;

33) THENCE S. 88° 50' 55" E. a distance of 450.67 feet to the POINT OF BEGINNING. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as calculated from a point of origin at Northing: 6,868,808.515 and Easting: 1,592,535.678, with a convergence angle of -00°39'54.55" and a combined scale factor of 0.99984254. Distances are at surface, in U.S. survey feet.

TRACT 2, THE "SOUTH TRACT":

A 76.298 acre tract of land located in the Leonard Bowerman Survey No. 83, Certificate No. 713, Abstract No. 12, Taylor County, Texas, and being that same certain tract of land described in a Warranty Deed recorded in Volume 2524, Page 940, of the Official Public Records of Taylor County, Texas;

1) BEGINNING at a 1/2" iron rod with a cap marked "AMO ENGINEERING" set for the southeast corner of this tract and having coordinates of Northing: 6,865,142.81 and Easting: 1,593,930.92 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the southeast corner of said Leonard Bowerman Survey No. 83 bears S. 01° 02' 37" W. a distance of 30.00 feet and S. 89° 11' 32" E. a distance of 60.00 feet and having (calculated) coordinates of Northing: 6,865,111.97 and Easting: 1,593,990.36 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) THENCE N. 89° 11' 32" W., at an approximate distance of 150 feet intersecting the north line of Jolly Rogers Road (dedication unknown), sometimes referred to as East Huckleberry Lane, as occupied on the ground, continuing along the north line of said road a total distance of 1233.41 feet to a 1/2" iron rod with a cap marked "AMO ENGINEERING" set for the southeast corner of the plat limits of Pleasant Hills Estates, Section 2, being a replat of all of Lot 6 and the south 410 feet of Lot 7, Block 1, Section 1, Pleasant Hills Estates and the east 30 feet of Section 1, Northern Heights Addition, an addition to the City of Abilene, Taylor County, Texas, according to the map, plat and/or dedication deed the recorded in Plat Cabinet 1, Slide 150 B of the Plat Records of Taylor County, Texas, and the southwest corner of this tract;

3) THENCE N. 00° 58' 58" E., along the east line of said Pleasant Hills Estates, Section 2, and the Pleasant Hills Estates plats recorded in Plat Cabinet 3, Slide 87 and Plat Cabinet 4, Slide 310 of the Plat records of Taylor County, Texas, and the east line of the that certain tract of land described in a Warranty Deed recorded in Volume 3170, Page 358 of the Official Public Records of Taylor County, Texas, a distance of 2694.01 feet to a 3/8" iron rod found in the south line of that certain tract of land conveyed to West Texas Utilities Company described as a 5.86 acre tract of land and recorded in Volume 216, Page 69 of the Deed Records of Taylor County, Texas, at the northwest corner of this tract, having coordinates of Northing: 6,867,853.3&and Easting: 1,592,744.04 of the Texas Coordinate System of 1983(2011), Texas North Central Zone;

4) THENCE S. 88° 57' 37" E., along the south line of said West Texas Utilities Company tract, a distance of 1236.25 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the west line of said Caldwell Road for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "COJER" found at the most southerly southeast corner of the first tract, "Tract 1", described herein-above, bears N. 01° 02' 37" E. a distance of 100.00 feet;

5) THENCE S. 01° 02' 37" W. along the west line of said Caldwell Road at an approximate distance of2574 feet intersecting the west line of said Caldwell Road, as occupied on the ground, continuing for a total distance of 2689.01 feet to the POINT OF BEGINNING. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as calculated from a point of origin at Northing: 6,868,808.515 and Easting: 1,592,535.678, with a convergence angle of -00°39'54.55" and a combined scale factor of 0.99984254. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed June 29, 2022

EXHIBIT B

(Base Zoning Districts/Land Uses/Development Standards)

Tracts A, B – Residential Townhome (TH) district, subject to all TH district development standards

Tract C, ~~F~~ – Residential Single-Family (RS-6) district, subject to all RS-6 development standards shall be applicable with the following exceptions:

- Minimum Lot Area: 5,000 square feet
- Minimum Lot Width: 50 feet
- Minimum Front Setback: 20 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 5 feet

TRACT F - RS-6 WITH FOLLOWING EXCEPTIONS:

MINIMUM LOT AREA: 4,500 SQUARE FEET
MINIMUM LOT WIDTH: 40 FEET
MINIMUM FRONT SETBACK: 20 FEET
MINIMUM REAR SETBACK: 15 FEET
MINIMUM SIDE SETBACK: 5 FEET

Tract D – Residential Townhome (TH) district

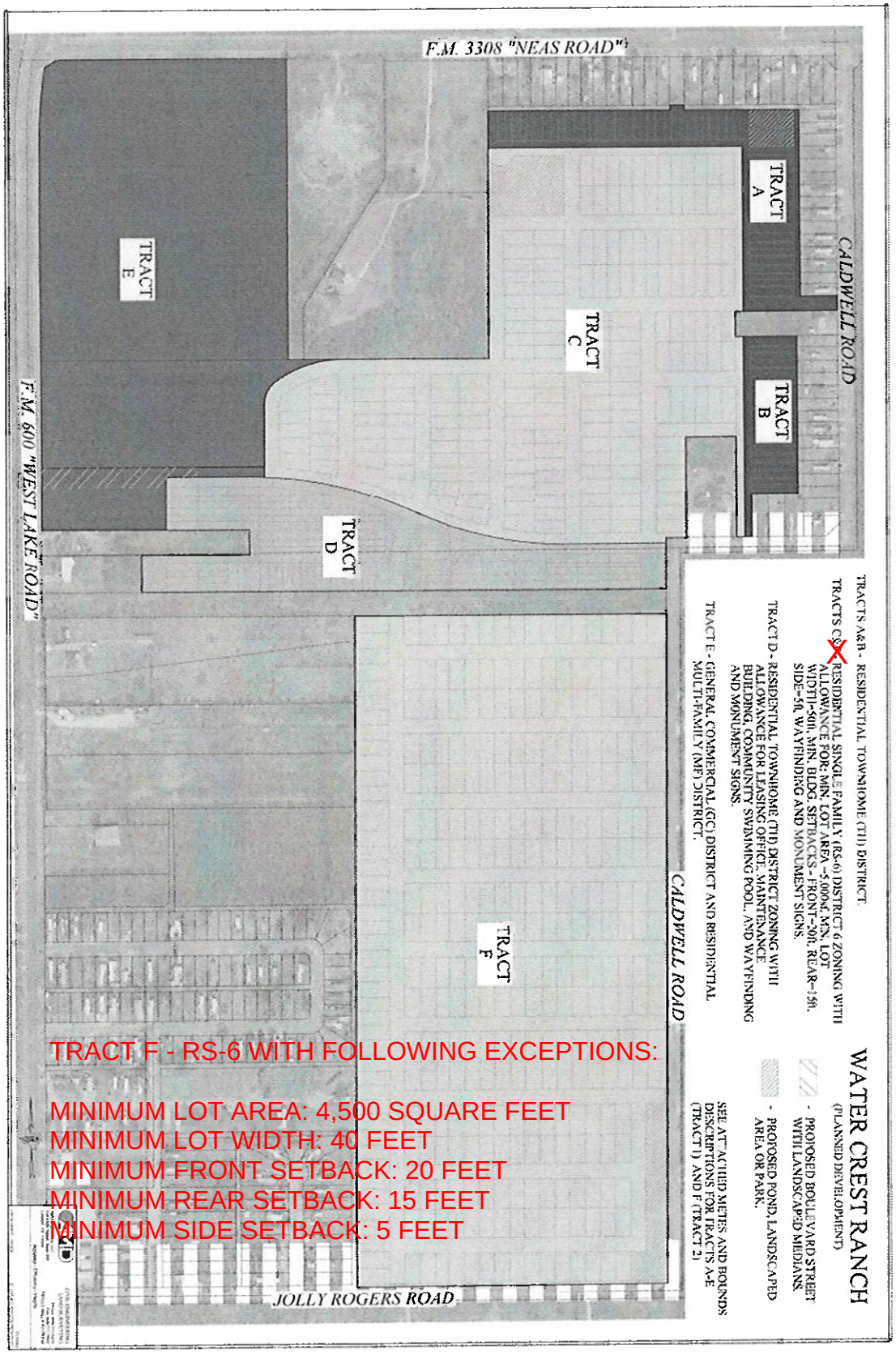
- All TH district development standards shall be applicable
- Permitted uses shall include a leasing office, maintenance building, and community pool
- Monument, directional, and wayfinding signs are permitted.

Tract E – General Commercial (GC) and Multi-Family Residential (MF) districts, subject to all development standards of each district

General Notes:

1. Signs. Monument, directional, and wayfinding signs are permitted to identify and direct visitors to each unique residential community within the PD.
2. Ponds, Parks, and Playgrounds.
   - A pond, park, playground, and landscape area are permitted in all of the tracts provided that they are maintained by a Homeowners Association.
   - Ponds may be utilized for stormwater detention and as an amenity.
3. Tract Boundaries. The precise boundaries of each tract shall be established during the subdivision process through the use of "section boundaries" that correspond with the attached Concept Plan.

EXHIBIT B (Concept Plan)



-END-

CITY OF ABILENE TEXAS

HOOD DEREK L
4073 CALDWELL RD
ABILENE, TX 79601-2739

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-13 **May 13, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 3, 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 Planned Development District 177, specifically to allow residential single-family uses with alternative setbacks and lot dimensions. Located along Jolly Rogers Road. Legal description being 76.5 acres out of survey 83 L Bowerman, Abilene, Taylor County, Texas. The property is currently zoned Planned Development District 177 (PDD-177), and the request is to change the terms and conditions of this district.

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 **June 26, 2025, at 10:00 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-2025-13

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:	22018	Your Name:	HOOD DEREK L	I am in favor of the request ☐
Requestor's Property Zoning:	PDD-177	Your Property Address:	4073 CALDWELL RD	
Requestor's Proposed Zoning:	PDD-177	Your Parcel ID:	996314	I am opposed to the request ☒

Signature: Derek L Hood

ZONING APPLICATION

PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Rezoning
- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment

ZONING APPLICATION

DOCUMENTS & MAPS

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

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

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

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

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

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

Planning and Development Services Department
555 Walnut Street, **Northeast Rear Entrance to City Hall**
325.676.6237
planning@abilenetx.gov

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

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

Fees can be paid online with credit card.

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

ZONING APPLICATION

PLANNING & ZONING COMMISSION

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

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

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

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

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

ZONING APPLICATION

2025 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1ST READING	CITY COUNCIL 2ND READING ***
11/16/24	12/03/24	01/07/25	01/23/25	02/13/25
12/14/24	12/31/24	02/04/25	02/27/25	03/13/25
01/11/25	01/28/25	03/04/25	03/27/25	04/10/25
02/08/25	02/25/25	04/01/25	04/24/25	05/08/25
03/15/25	04/01/25	05/06/25	05/22/25	06/12/25
04/12/25	04/29/25	06/03/25	06/26/25	07/10/25
05/10/25	05/27/25	07/01/25	07/24/25	08/14/25
06/14/25	07/01/25	08/05/25	08/28/25	09/11/25
07/12/25	07/29/25	09/02/25	09/25/25	10/09/25
08/16/25	09/02/25	10/07/25	10/23/25	11/06/25
09/13/25	09/30/25	11/04/25	11/20/25	12/04/25
10/11/25	10/28/25	12/02/25	12/18/25	01/08/26
11/15/25	12/02/25	01/06/26	01/22/26	02/12/26
12/13/25	12/30/25	02/03/26	02/26/26	03/12/26

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

2025 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
12/10/24	01/14/25
01/07/25	02/11/25
02/04/25	03/11/25
03/04/25	04/08/25
04/08/25	05/13/25
05/06/25	06/10/25
06/03/25	07/08/25
07/08/25	08/12/25
08/05/25	09/09/25
09/09/25	10/14/25
10/08/25	11/12/25
11/04/25	12/09/25
12/09/25	01/13/2026

ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use Permit
- ☐ Rezoning
- ☐ Easement Release
- ☒ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment

Relief Procedures

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

Other:

Project Name: CEDAR CREEK SHORES

Address: CALDWELL RD & JOLLY ROGERS RD Number of Lots: Acreage:

Legal Description: CEDAR CREEK SHORES

Subdivision Name: CEDAR CREEK SHORES Block: Lot:

Current Zoning: RS-6 W/EXCEPTIONS Proposed Zoning (if applicable): AMENDED EXCEPTIONS

OWNER AND AUTHORIZATION

Owner Name: WTLG Hidden Oaks, LLC

Address: 8213 Alcove Avenue

City, State, Zip: Lubbock. TX 79424 Fax:

Phone: 214-697-9247 Email: staci@westtexaslandguys.com

Agent Name: Staci Heuvel

Address: 8213 Alcove Avenue

City, State, Zip: Lubbock. TX 79424 Fax:

Phone: 214-697-9247 Email: staci@westtexaslandguys.com

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

Signature of Owner: Date: 3/27/25

FOR OFFICE USE ONLY

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

ZONING 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
WITH EXCEPTIONS			
☐ 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	☐	Neighborhood Empowerment Zone
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

_____

_____

_____

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.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

YES

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

YES

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

YES

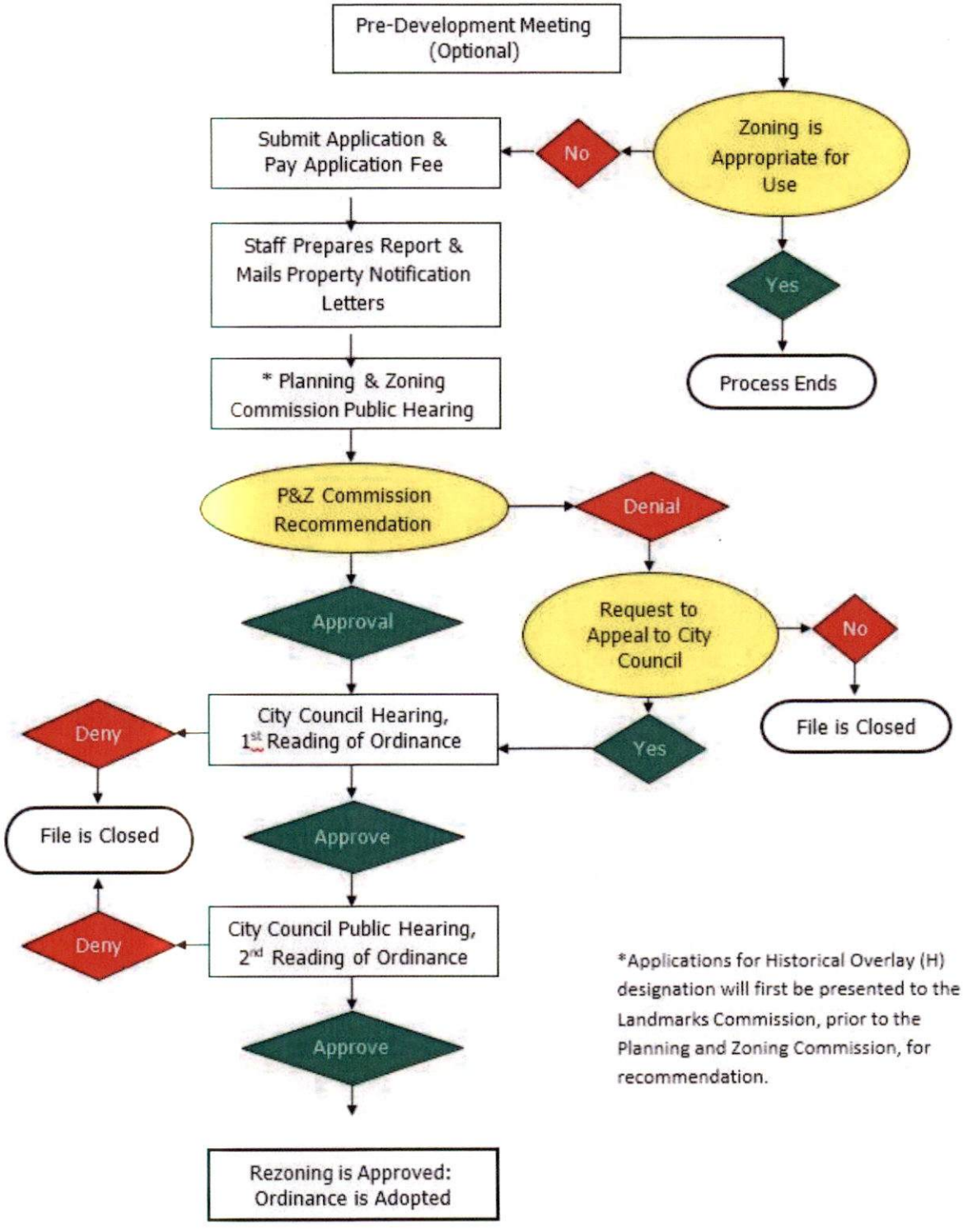
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

NO

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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



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

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: CEDAR CREEK SHORES
Total Number of Acres: _____
Zoning Classification(s): RS-6 W/EXCEPTIONS
Total Number of Lots: _____
Location: CALDWELL RD & JOLLY ROGERS RD

Property Owner Information & Authorization

Name/Company: WTLG Hidden Oaks, LLC
Address: 8213 Alcove Avenue
City: Lubbock State: TX Zip Code: 79424
Phone: 214-697-9247 Email: staci@westtexaslandguys.com

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 3/27/25

STATE OF: Texas

COUNTY OF: Lubbock

BEFORE ME, a Notary Public, on this day personally appeared Jack F Strong III (*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 27th day of March, 20 25

DUSTI LYNN CARTER
Notary ID #10690157
My Commission Expires
April 23, 2026

Dusti Carter
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Cory Dulin Company: AMD Engineering
Address: 6515 68th, Suite 300 City: Lubbock State: TX
Zip Code: 79424 Number: 806-771-5976 ext 303 Email: cdulin@amdeng.com

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

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

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

N/A

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

N/A

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)*: Jack F. Strong III

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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 3/27/25

ZONING 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 27th March, 2025

*(cross out the inapplicable phrase)

REZONE REQUEST

Case: Z-2025-13

Owner: WTLG Hidden Oaks, LLC

Requests: Amend the terms of PD-177 specifically to allow 4,500 sq. ft. lots.

Location: Jolly Rodgers and Caldwell

Notification: 0 in Favor, 1 in Opposition

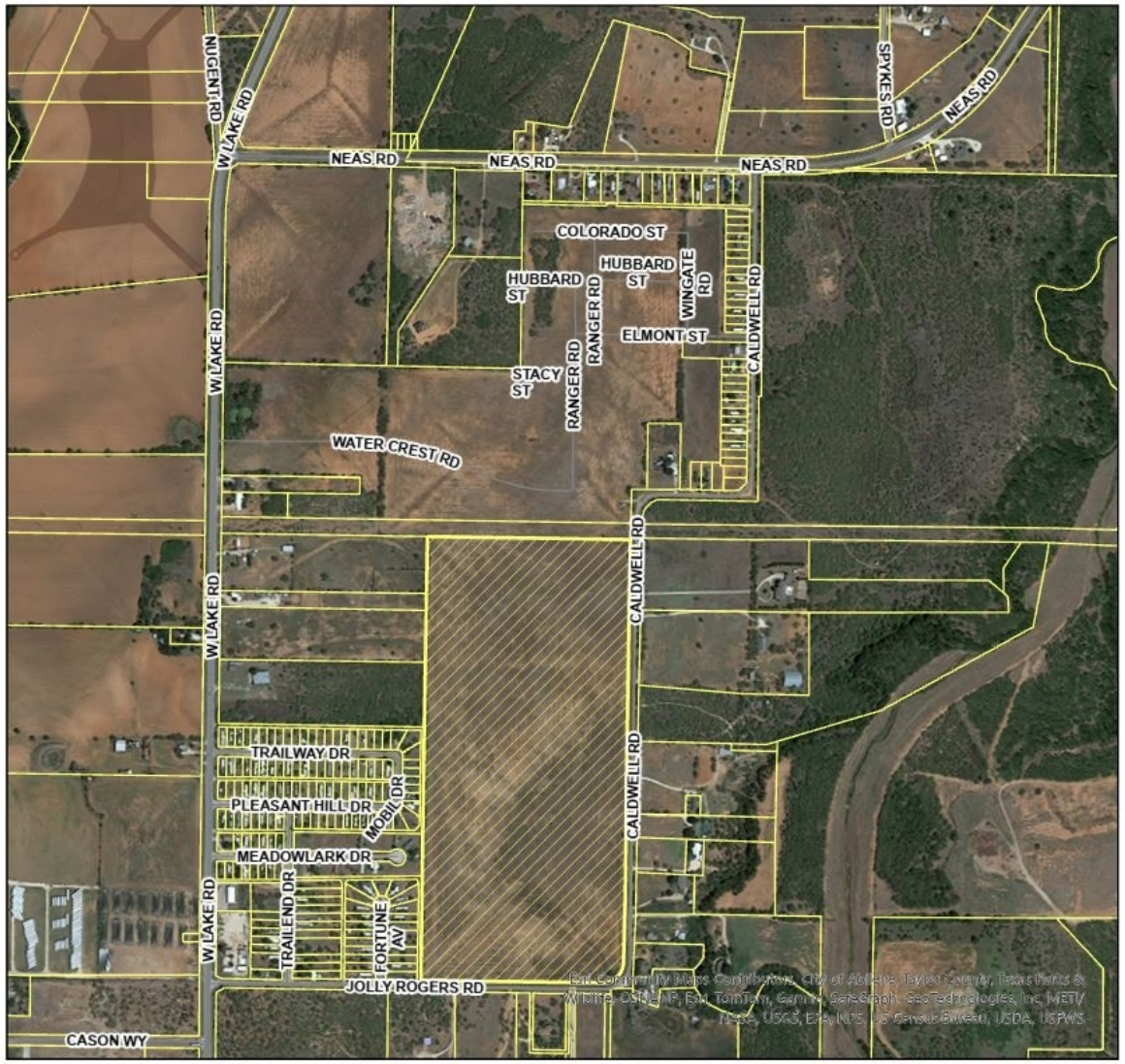
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025

June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

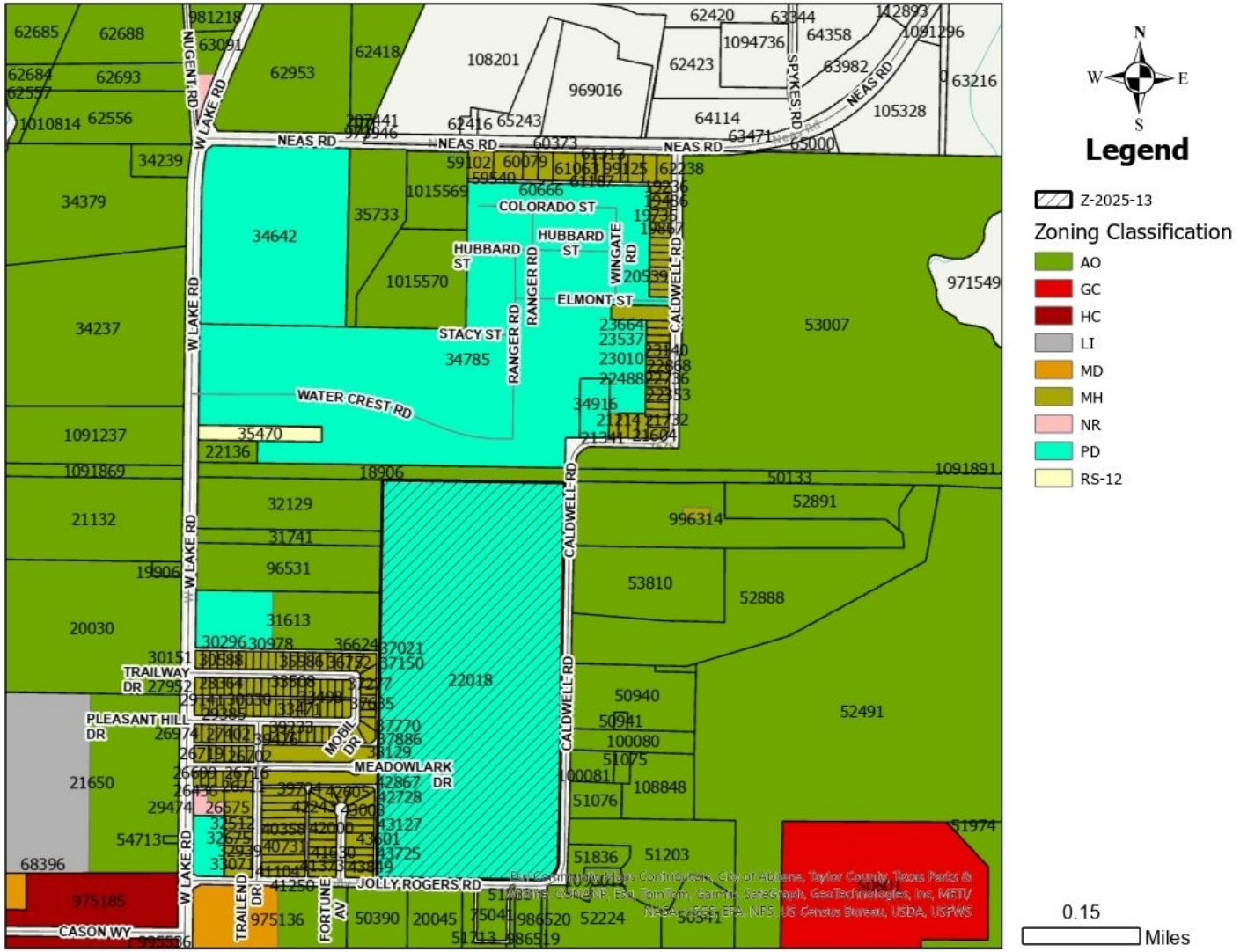
Legend

Z-2025-13

0.15 Miles

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

Z-2025-13

Zoning Classification

- AO
- GC
- HC
- LI
- MD
- MH
- NR
- PD
- RS-12

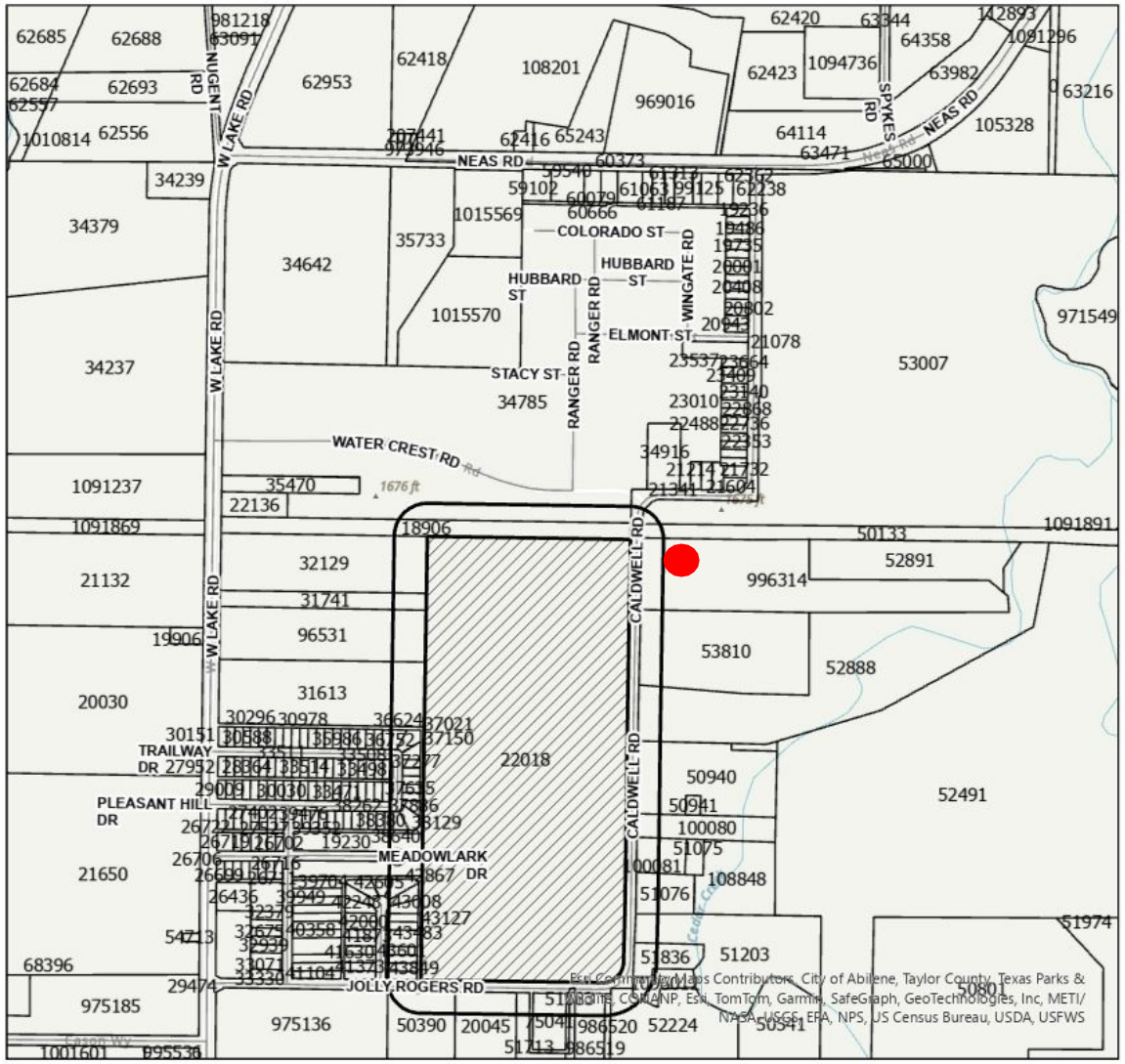
0.15 Miles

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Legend

- Notification
- Z-2025-13

0.15 Miles

0- In Favor-

1- Opposed-

4.16% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

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

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **18. Ordinance (First Reading) Z-2025-14: Receive a Report, Hold a Discussion and Take Action on a Request from the Owners to Amend the Terms and Conditions of a Planned Development District (PDD-104), Specifically to Allow for Multi-Family (MF) Base Zoning in Tract 5. Located Along East South 27th Street *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is zoned PD-104. The applicant proposes to use the property for multi-family residential.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Z-2025-14 Ordinance

2. Z-2025-14 Staff Report
3. Application (11)
4. Conceptual Plan
5. 909 Southern Oaks
6. Response Parcel ID 1063832
7. Supporting Doc
8. Owners' Authorization
9. Presentation (5)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-104 AND ORDINANCE NO. 24-2006, 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. 24-2006, 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 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Request: Amend the terms and conditions of a Planned Development District (PDD-104). Specifically to allow Multi-Family (MF) zoning within Tract 5.

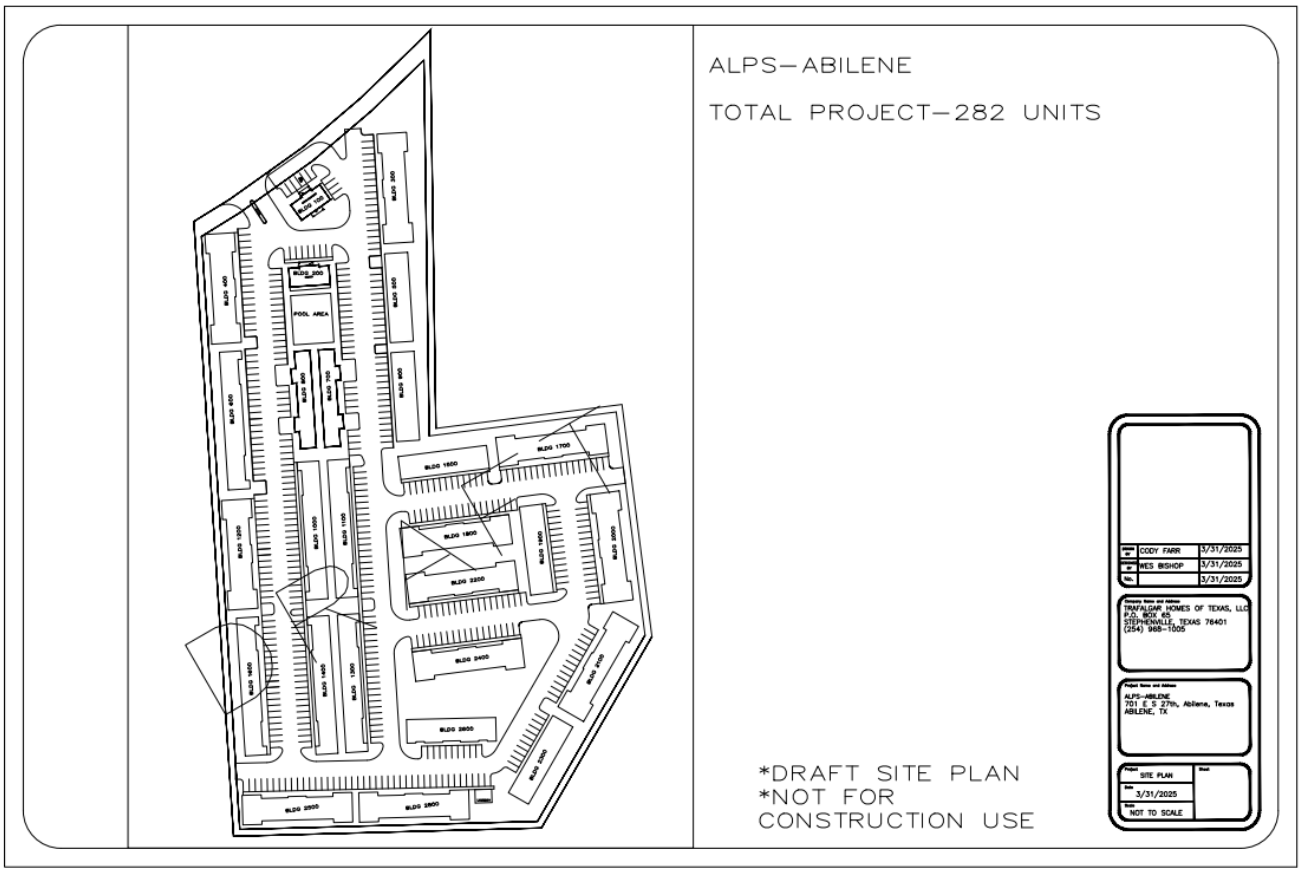
DELETE: **Tract 5:**
Shall develop under the provisions of the RM-2 district with the following exceptions:

- The maximum density shall be 18 units per acre
- Must meet the requirements of Part 7.B.14 of this ordinance

ADD: **Tract 5:**
Shall develop under the provisions of the MF district with the following exception:

- Must meet the requirements of Part 7.B.14 of this ordinance

ADD: CONCEPTUAL PLAN



END

ZONING CASE
Z-2025-14
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 3, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant
Weatherbee Construction Inc.

Case Manager
Adam Holland – Planner

Request
Amend the terms of PD-104 to allow multi-family residential.

Location
700 block of ES 27th

Background
The subject property is zoned PD-104

The applicant proposes to use the property for multi-family residential.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant/State School
East	PD-104	Multi-family
South	PD-107	Vacant
West	PD-104	Single-family Residences/Agriculture

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.

Planning and Zoning Commission Recommendation

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

Attachments

- PowerPoint Presentation
- Application
- Concept Plan

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23rd, 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 BIBLE CONFERENCE ASSO	3103 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3113 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3125 OLDHAM LN	40123	
WEST CENTRAL TEXAS COUNCIL		974626	
SKINNYS INC	3151 OLDHAM LN	39994	
SKINNYS INC	3244X LOOP 322	39994	
MARTIN SCOT A & AMY	1005 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1001 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1021 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1009 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1017 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1025 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1013 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1033 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1029 LYTLE CREEK DR	35905	

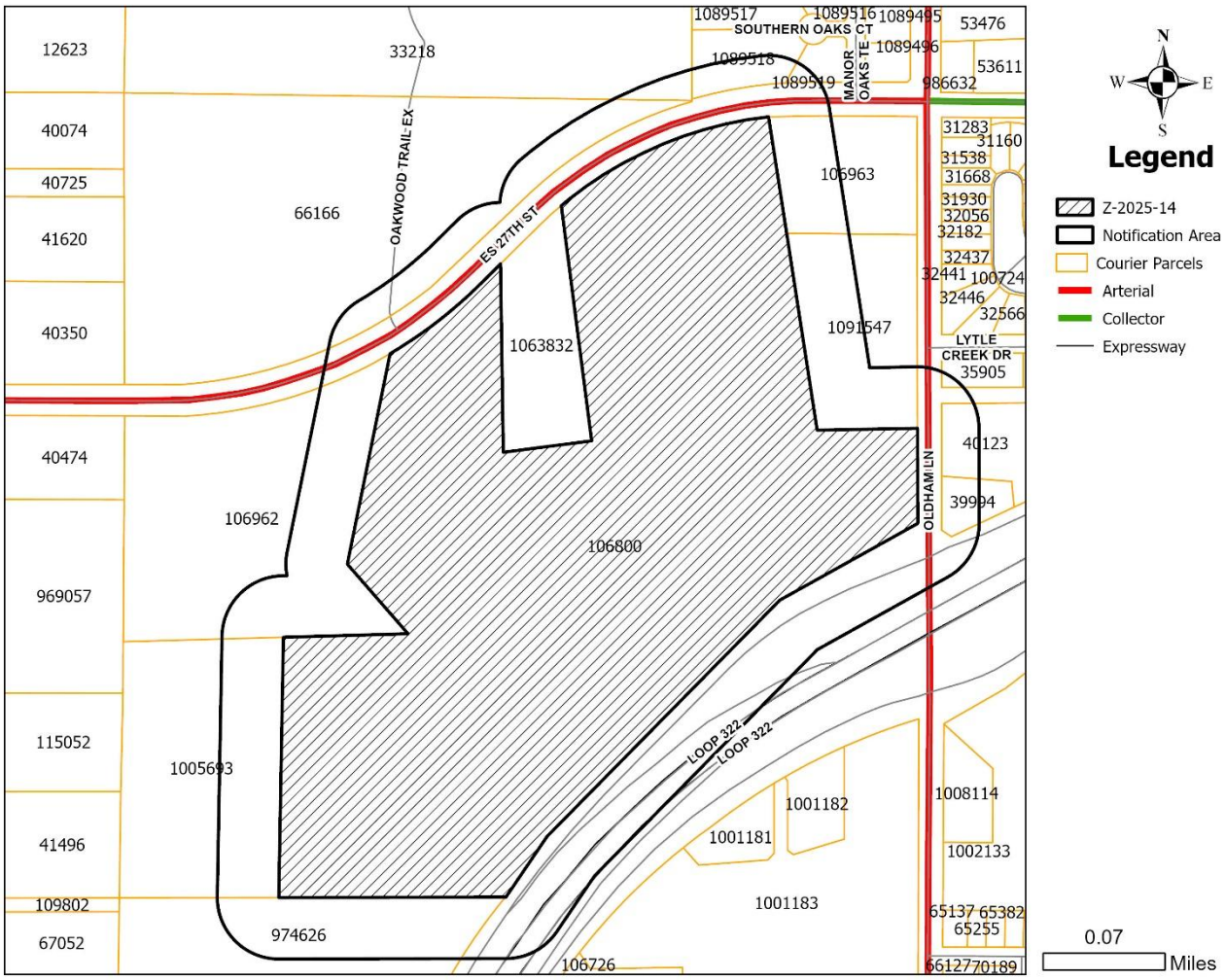
TRINITY BAPTIST CHURCH		1005693	
WEATHERBEE CONSTRUCTION INC	665 ES 27TH ST	106962	
WEATHERBEE CONSTRUCTION INC		106800	
ABILENE STATE SCHOOL	901 ES 27TH ST	106963	
TX TRAILS ABILENE 2020 LTD	733 ES 27TH ST	1063832	
ABILENE STATE SCHOOL	2400 MAPLE ST	66166	
OLDHAM OAKS LLC	909 SOUTHERN OAKS CT	1089519	O
OLDHAM OAKS LLC	901 SOUTHERN OAKS CT	1089518	O
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 554	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 613	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 521	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 593	33218	
DENMARK STORAGE LLC	3201 OLDHAM LN	1091547	

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

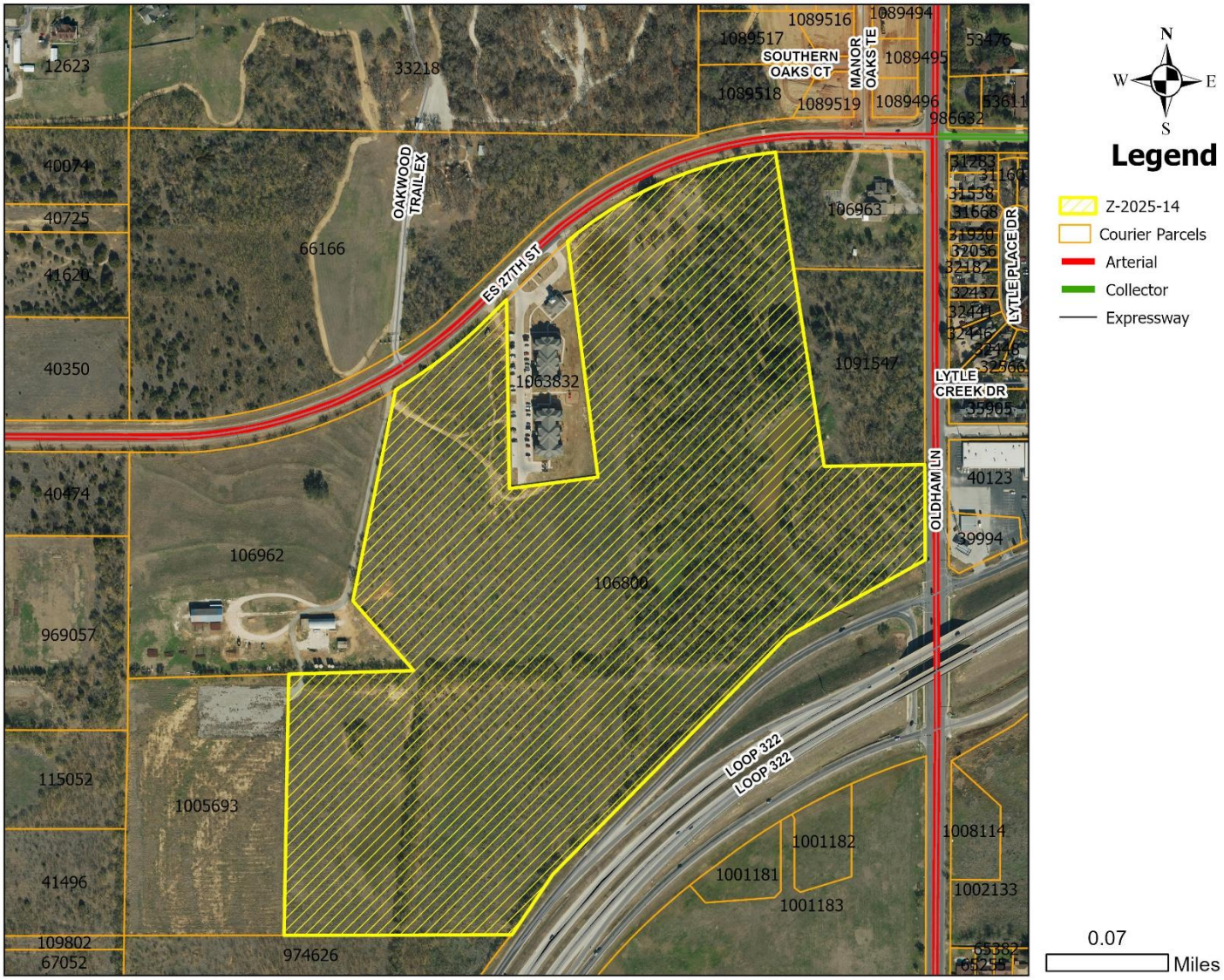
OWNER	SITUS	PROP_ID	RESPONSE
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 554	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 613	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 521	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 593	33218	
MARTIN SCOT A & AMY	1005 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1001 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1021 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1009 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1017 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1025 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1013 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1033 LYTLE CREEK DR	35905	
MARTIN SCOT A & AMY	1029 LYTLE CREEK DR	35905	
SKINNYS INC	3151 OLDHAM LN	39994	
SKINNYS INC	3244X LOOP 322	39994	
ABILENE BIBLE CONFERENCE ASSO	3103 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3113 OLDHAM LN	40123	
ABILENE BIBLE CONFERENCE ASSO	3125 OLDHAM LN	40123	
ABILENE STATE SCHOOL	2400 MAPLE ST	66166	
WEATHERBEE CONSTRUCTION INC		106800	
WEATHERBEE CONSTRUCTION INC	665 ES 27TH ST	106962	

ABILENE STATE SCHOOL	901 ES 27TH ST	106963	
WEST CENTRAL TEXAS COUNCIL		974626	
TRINITY BAPTIST CHURCH		1005693	
TX TRAILS ABILENE 2020 LTD	733 ES 27TH ST	1063832	
OLDHAM OAKS LLC	901 SOUTHERN OAKS CT	1089518	O
OLDHAM OAKS LLC	909 SOUTHERN OAKS CT	1089519	O
DENMARK STORAGE LLC	3201 OLDHAM LN	1091547	

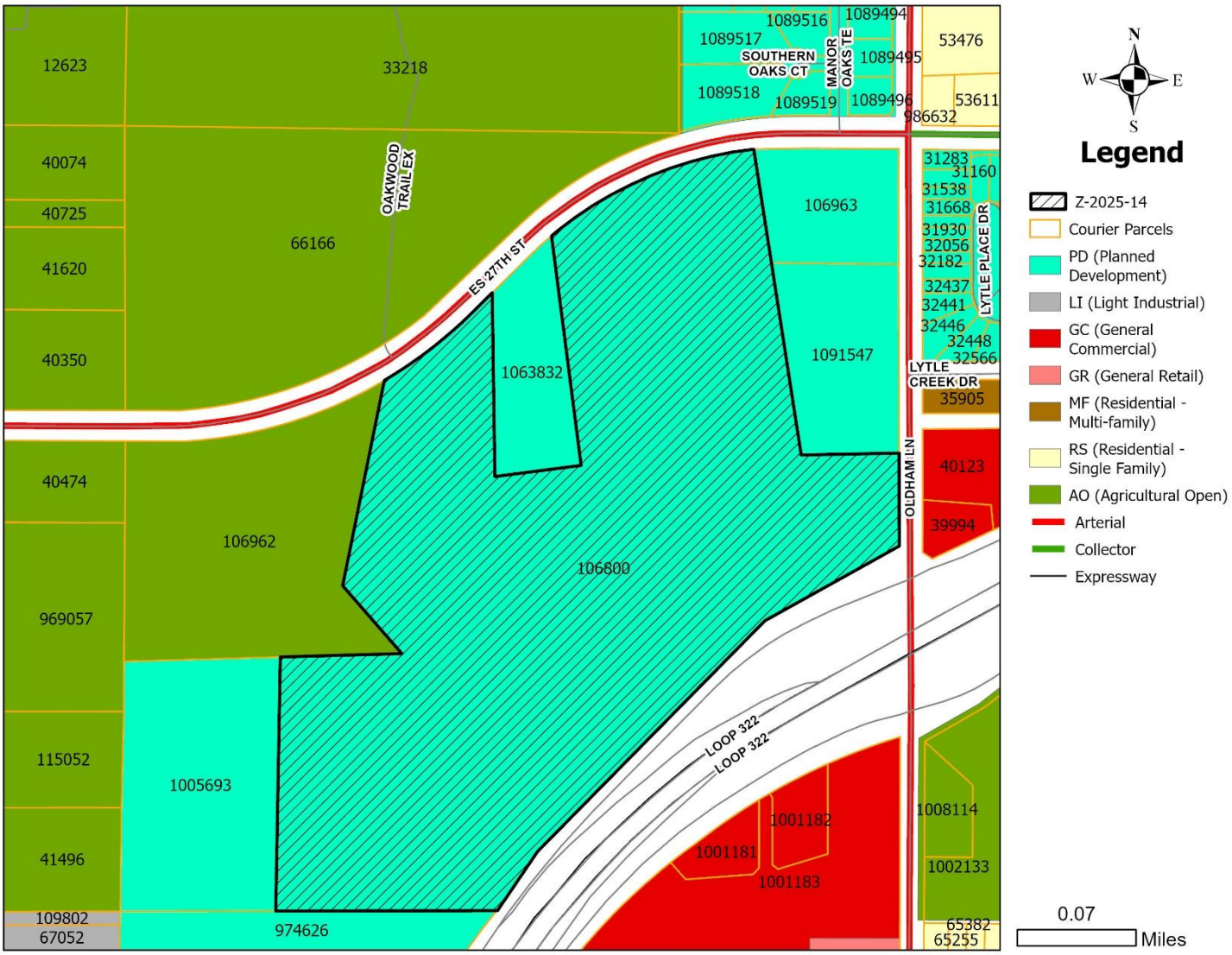
NOTIFICATION MAP



LOCATION MAP



ZONING MAP



Case # Z-2025-13
May 22, 2025

ZONING APPLICATION

PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Rezoning
- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment

ZONING APPLICATION

DOCUMENTS & MAPS

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

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

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

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

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

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

Planning and Development Services Department
555 Walnut Street, **Northeast Rear Entrance to City Hall**
325.676.6237
planning@abilenetx.gov

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

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

Fees can be paid online with credit card.

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

ZONING APPLICATION

PLANNING & ZONING COMMISSION

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

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

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

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

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

ZONING APPLICATION

2025 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1ST READING	CITY COUNCIL 2ND READING ***
11/16/24	12/03/24	01/07/25	01/23/25	02/13/25
12/14/24	12/31/24	02/04/25	02/27/25	03/13/25
01/11/25	01/28/25	03/04/25	03/27/25	04/10/25
02/08/25	02/25/25	04/01/25	04/24/25	05/08/25
03/15/25	04/01/25	05/06/25	05/22/25	06/12/25
04/12/25	04/29/25	06/03/25	06/26/25	07/10/25
05/10/25	05/27/25	07/01/25	07/24/25	08/14/25
06/14/25	07/01/25	08/05/25	08/28/25	09/11/25
07/12/25	07/29/25	09/02/25	09/25/25	10/09/25
08/16/25	09/02/25	10/07/25	10/23/25	11/06/25
09/13/25	09/30/25	11/04/25	11/20/25	12/04/25
10/11/25	10/28/25	12/02/25	12/18/25	01/08/26
11/15/25	12/02/25	01/06/26	01/22/26	02/12/26
12/13/25	12/30/25	02/03/26	02/26/26	03/12/26

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

2025 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
12/10/24	01/14/25
01/07/25	02/11/25
02/04/25	03/11/25
03/04/25	04/08/25
04/08/25	05/13/25
05/06/25	06/10/25
06/03/25	07/08/25
07/08/25	08/12/25
08/05/25	09/09/25
09/09/25	10/14/25
10/08/25	11/12/25
11/04/25	12/09/25
12/09/25	01/13/2026

ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use Permit
- ☑ Rezoning
- ☐ Easement Release
- ☑ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment

Relief Procedures

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

Other:

Project Name: PD-104 TRACT 5

Address: 701 East South 27th Number of Lots: Acreage: 12

Legal Description: A0781 Sur 62 B A L Ne/4

Subdivision Name: A0781 Block: Lot:

Current Zoning: PD MD-2 (18 UNITS/ACRE) Proposed Zoning (if applicable): PD MF (24 UNITS/ACRE)

OWNER AND AUTHORIZATION

Owner Name: Matthew D Weatherbee / Weatherbee Construction Inc.

Address: 5224 Redwood Trl

City, State, Zip: Fort Worth TX 76137 Fax:

Phone: 817-888-1833 Email: mdweatherbee@outlook.com

Agent Name: Chris Barnett / Foxwood Realty Group

Address: 1500 Industrial Blvd Ste 204

City, State, Zip: Abilene, TX 79602 Fax:

Phone: 325-201-7679 Email: cbarnett@foxwoodrealty.com

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

Signature of Owner: Date: 29MAR2025

FOR OFFICE USE ONLY

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

ZONING 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	☐	Neighborhood Empowerment Zone
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

Trafalgar Homes of Texas, LLC sees a great opportunity for a high quality market-rate multifamily development in the Lytle/South Abilene area. The 12 acre Tract 5 of PD-104 provides an ideal transition zone from existing 3 story multifamily to the east to future single family development to the west. We believe we can most effectively serve the area, make best use of the land, and provide highest quality amenities if zoning is upgraded from MD to MF.

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.

ZONING APPLICATION

Zoning Application Page 3 of 3

Zoning Impact Analysis

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

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

The Comprehensive plan calls out the area as "Medium Density residential" types of uses. Tract 5 of PD-104 is called out for MF 18 units/acre so we believe upgrading to MF 24 units/acre does indeed implement the policies of the Comprehensive plan.

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, there is already MF next door to the east. Additionally, we propose to keep our structures to single and 2 story so as to provide a nice transition zone to the future single family development to the West.

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

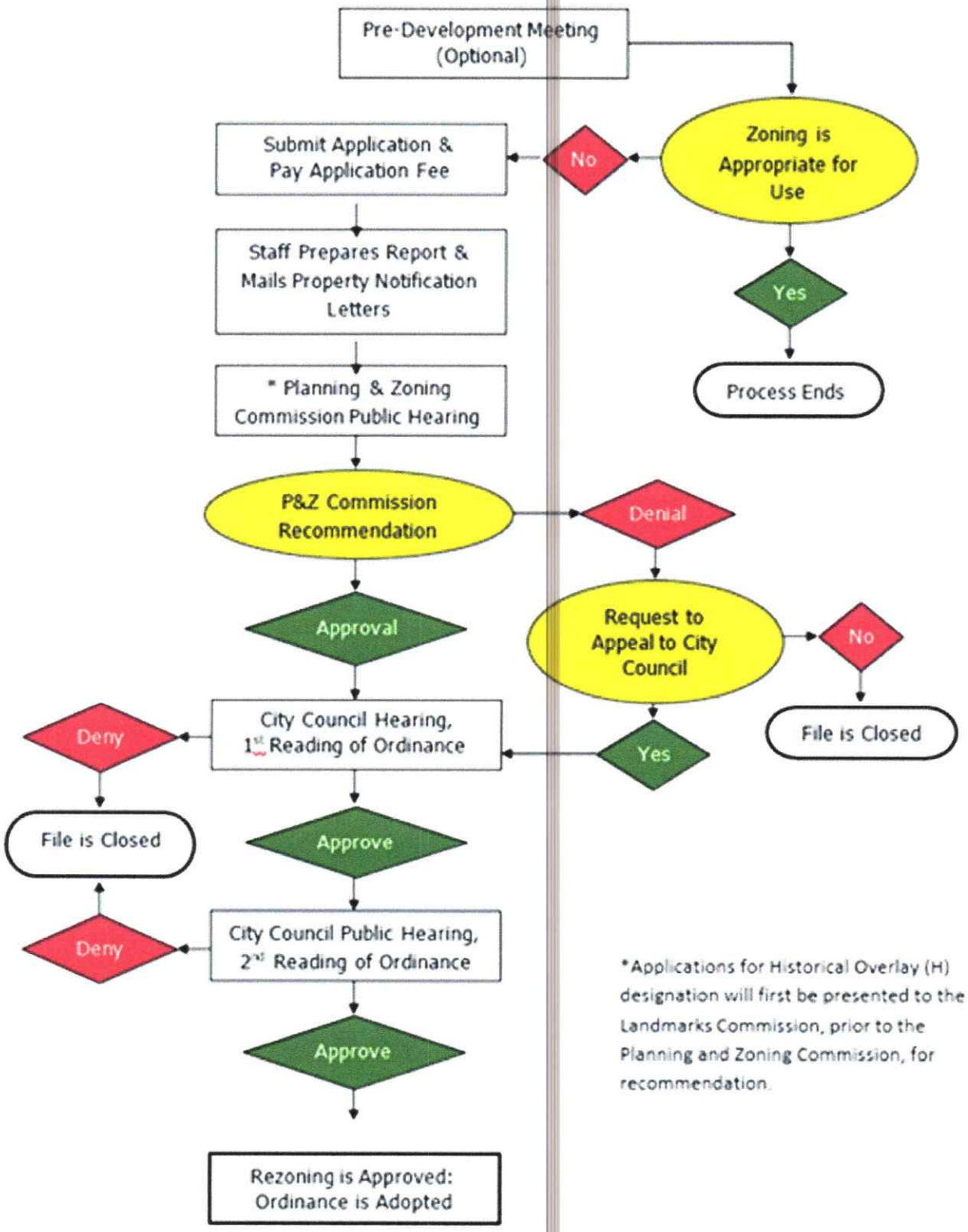
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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



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

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: A0781 Total Number of Acres: 12
Zoning Classification(s): PD MD2 Total Number of Lots: _____
Location: 701 ES 27th

Property Owner Information & Authorization

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

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** _____

STATE OF: _____

COUNTY OF: _____

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

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

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Matt McGowen Company: Trafalgar Homes of Texas, LLC
Address: PO Box 65 City: Stephenville State: TX
Zip Code: 76401 Number: 325-660-1744 Email: dmattmcgowen@gmail.com

ZONING 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)*: Matt McGowen

Property Owner Project Representative ✓

Signature of Certifying Person: Matt McGowen

*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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 24 MAR 2025

ZONING 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 March 29, 2025

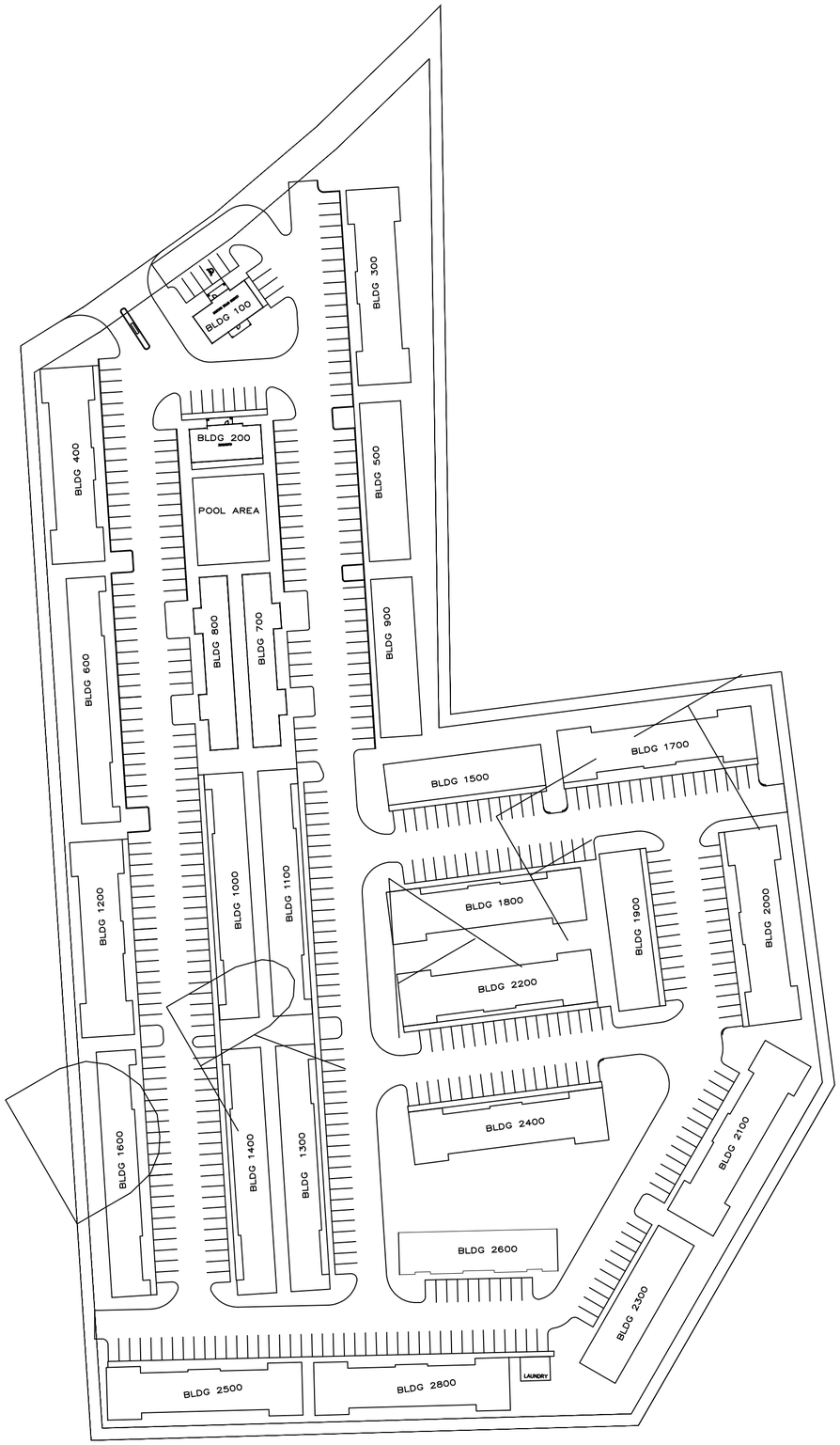
ACKNOWLEDGED BEFORE ME ON March 29, 2025 By Matthew Weatherbee

NOTARY Monica Arndt

STATE OF TEXAS, COUNTY OF TARRANT

MONICA ARNDT
Notary Public, State of Texas
My Comm. Exp. 07-29-2025
ID No. 12790005-4

*(cross out the inapplicable phrase)



ALPS–ABILENE

TOTAL PROJECT–282 UNITS

*DRAFT SITE PLAN
*NOT FOR
CONSTRUCTION USE

DRAWN BY	CODY FARR	3/31/2025
DESIGNED BY	WES BISHOP	3/31/2025
No.		3/31/2025

Company Name and Address
TRAFALGAR HOMES OF TEXAS, LLC
P.O. BOX 65
STEPHENVILLE, TEXAS 76401
(254) 968–1005

Project Name and Address
ALPS–ABILENE
701 E S 27th, Abilene, Texas
ABILENE, TX

Project: SITE PLAN
Date: 3/31/2025
Scale: NOT TO SCALE
Sheet:

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-14

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

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

JUN 4 AM 8:54

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

Requestor's Parcel ID:	106800	Your Name:	OLDHAM OAKS LLC	I am in favor of the request ☐
Requestor's Property Zoning:	PDD-104	Your Property Address:	909 SOUTHERN OAKS CT	
Requestor's Proposed Zoning:	PDD104	Your Parcel ID:	1089519	I am opposed to the request ☑

I own 26 lots in Oldham Oaks. I'm opposed for all 26 lots. This address is just one of the 26 lots I own.

Signature: Ronald Blum

CITY OF ABILENE TEXAS

Holland, Adam <adam.holland@abilenetx.gov>

[Planning] Zoning Application Z-2025-14

Travis Barber <Travis.Barber@ghdevelopment.com> Wed, May 28, 2025 at 10:46 AM
To: "planning@abilenetx.gov" <planning@abilenetx.gov>
Cc: Adrian Iglesias <aiglesias@ghdevelopment.com>, Chris Applequist <chris.applequist@ghdevelopment.com>

Good morning,

Regarding the attached notification, and as the property owner of the Trails at Abilene (parcel 1063832), we would like to provide the following input for this zoning case:

The parcel which is being rezoned for multifamily use borders our property on three sides: To the east, south, and west. Due to the natural existing grade and large drainage area, much of the existing drainage area sheet flows from the southwest to the northeast towards our property. Our site was designed to handle the existing drainage conditions, but we have concerns about the potential increase in stormwater flows that would be generated by increased impervious cover. We are requesting that special attention should be paid to the proposed drainage areas, calculations for new impervious cover, and subsequent generated peak flow-storm water runoff, and that adequate drainage infrastructure and detention be required to ensure our property is protected from any potential flooding during construction and after construction completion.

Please let us know if you have any questions.
Thanks,

Travis Barber | Development Associate
GENERATION HOUSING PARTNERS
Generation Housing Partners, LLC
17440 North Dallas Parkway, Suite 120
Dallas, Texas 75287
Ph. (214) 613-6569 x103 | **Mb.** (806) 577-0292

--
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/SJ0PR12MB5633C3D0D0CDE90D4262963DE867A%40SJ0PR12MB5633.namprd12.prod.outlook.com.

Notice of Public Hearing - Z-2025-14.pdf
472K

TRAFALGAR HOMES OF TEXAS

ABILENE, TEXAS

TRAFALGAR HOMES OF TEXAS

DRAWN BY	CODY FARR	3/31/2025
DESIGNED BY	WES BISHOP	3/31/2025
No.		3/31/2025

Company Name and Address

TRAFALGAR HOMES OF TEXAS, LLC
P.O. BOX 65
STEPHENVILLE, TEXAS 76401
(254) 968-1005

Project Name and Address

ABILENE, TX

Project: SITE PLAN	Sheet
Date: 3/31/2025	
Scale: NOT TO SCALE	

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: A0781
Zoning Classification(s): PD MD2
Location: 701 ES 27th

Total Number of Acres: 12
Total Number of Lots: _____

Property Owner Information & Authorization

Name/Company: Matthew D. Weatherbee / Weatherbee Construction
Address: 5224 Redwood Trail
City: Fort Worth State: TX Zip Code: 76137
Phone: 817-888-1833 Email: mdweatherbee@outlook.com

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 03APR2025

STATE OF: Texas

COUNTY OF: Tarrant

BEFORE ME, a Notary Public, on this day personally appeared MATTHEW D WEATHERBEE (*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 3 day of April, 2025

BRIANA TAYLOR NOTARY PUBLIC STATE OF TEXAS ID 6995 EXP. 03-06

Briana Taylor
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

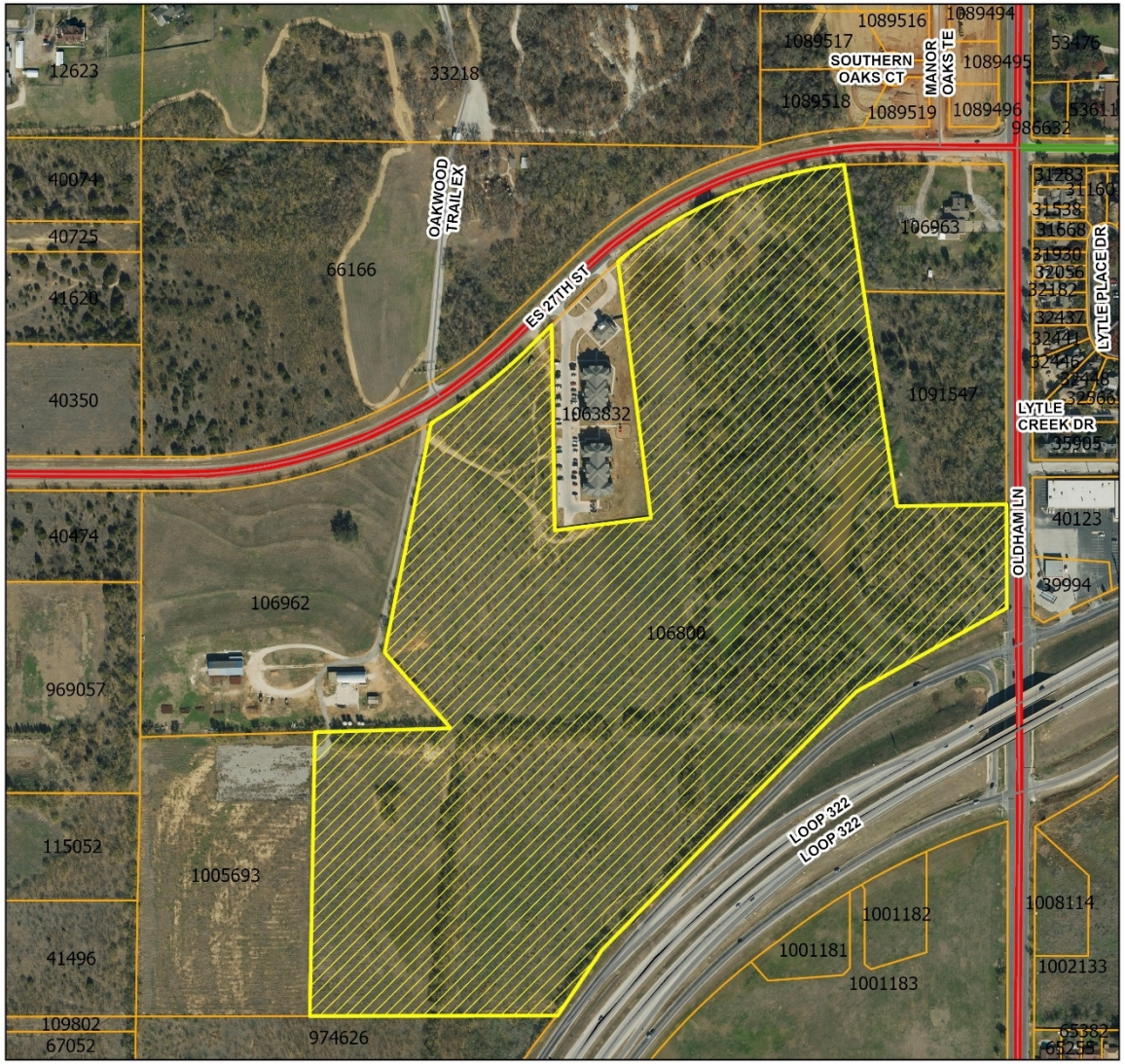
Name: Matt McGowen Company: Trafalgar Homes of Texas, LLC
Address: PO Box 65 City: Stephenville State: TX
Zip Code: 76401 Number: 325-660-1744 Email: dmattmcgowen@gmail.com

REZONE REQUEST

Case:	Z-2025-14
Owner:	Weatherbee Construction Inc.
Requests:	Amend the terms of PD-104 specifically to allow additional Multifamily uses.
Location:	700 block of ES 27th St
Notification:	0 in Favor, 2 in Opposition
Planning & Zoning:	June 3, 2025
Council Hearing:	June 12, 2025
	June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

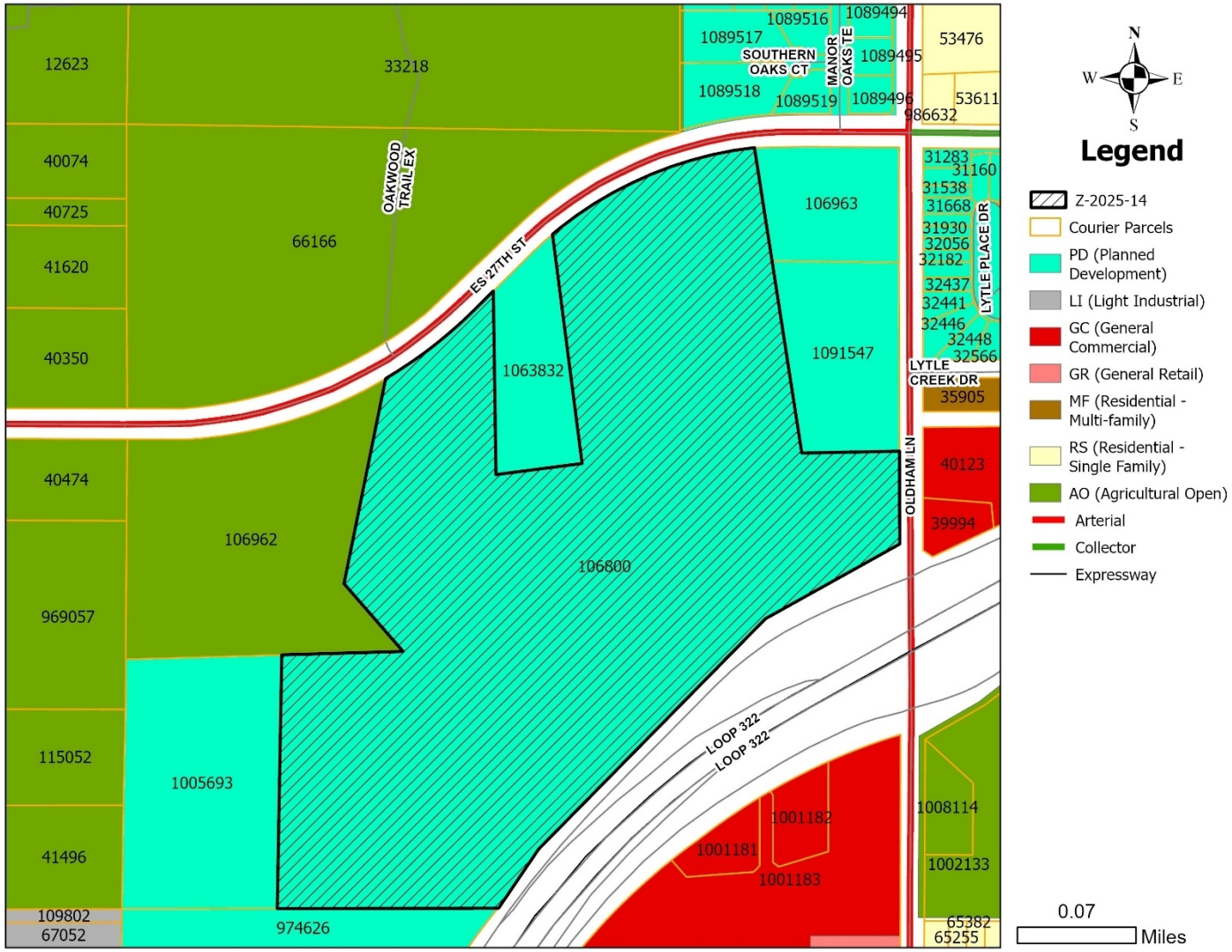
Legend

- Z-2025-14
- Courier Parcels
- Arterial
- Collector
- Expressway

0.07 Miles

CITY OF ABILENE TEXAS

ZONING MAP

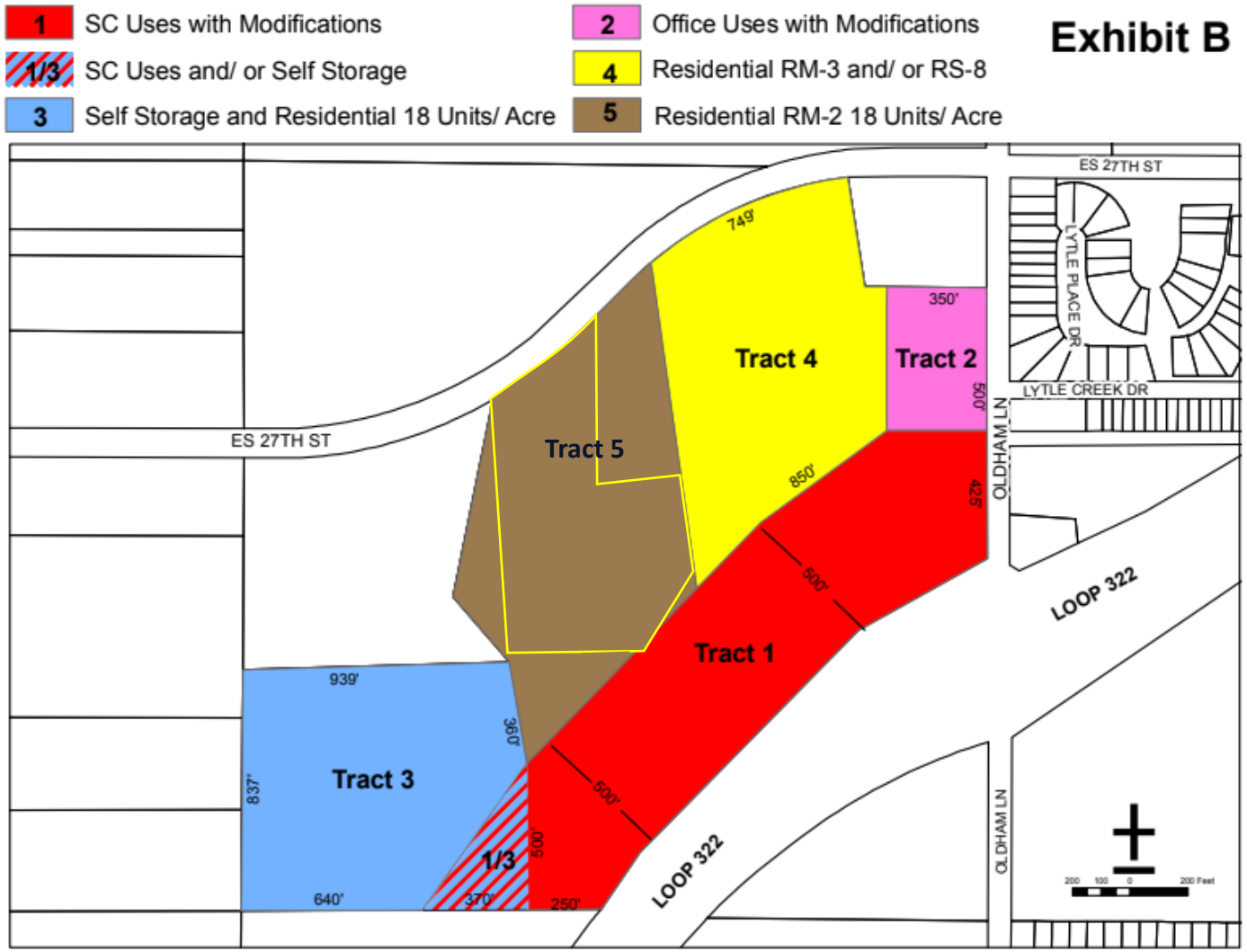


CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

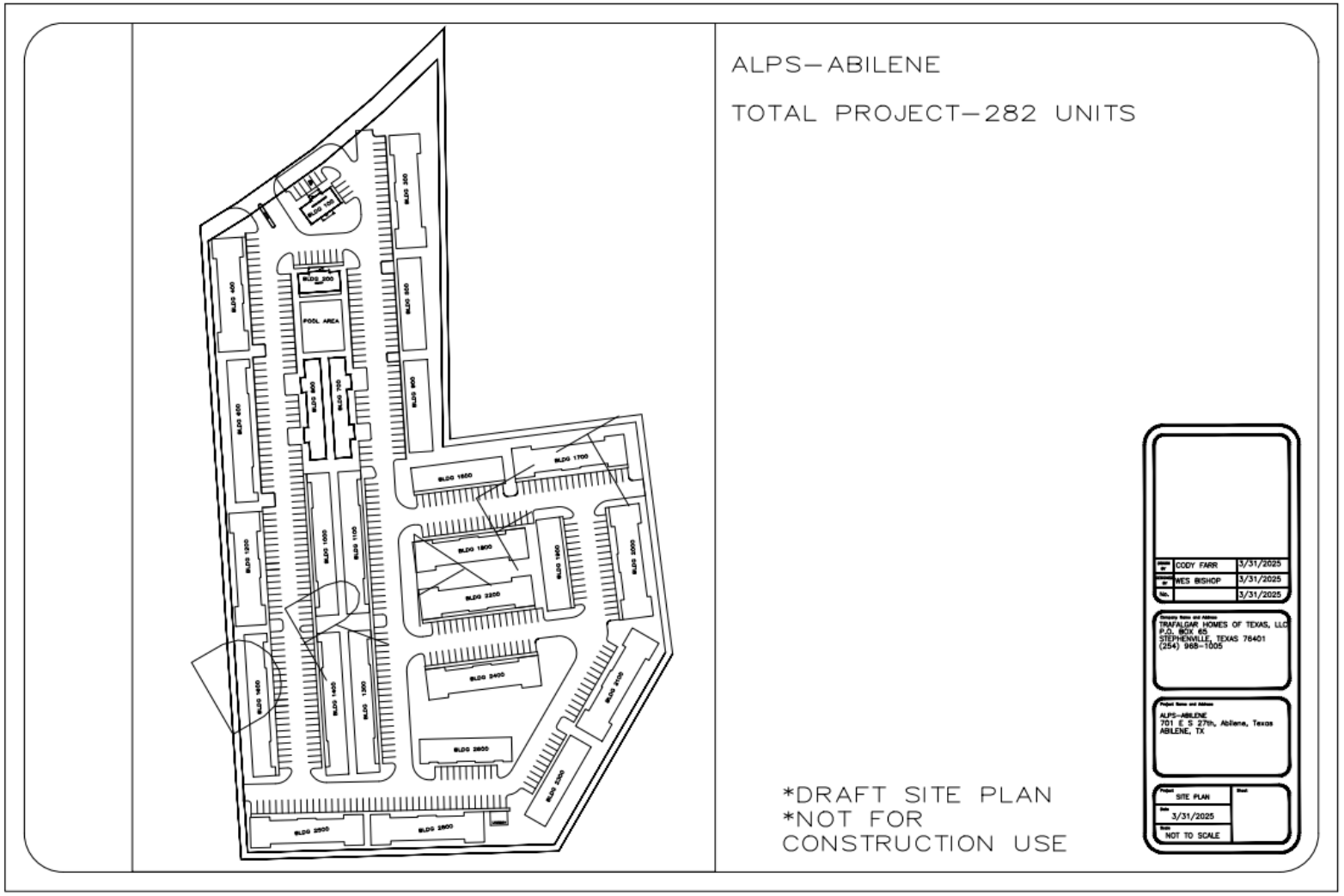
TRACT MAP



Proposed location of Multifamily residential

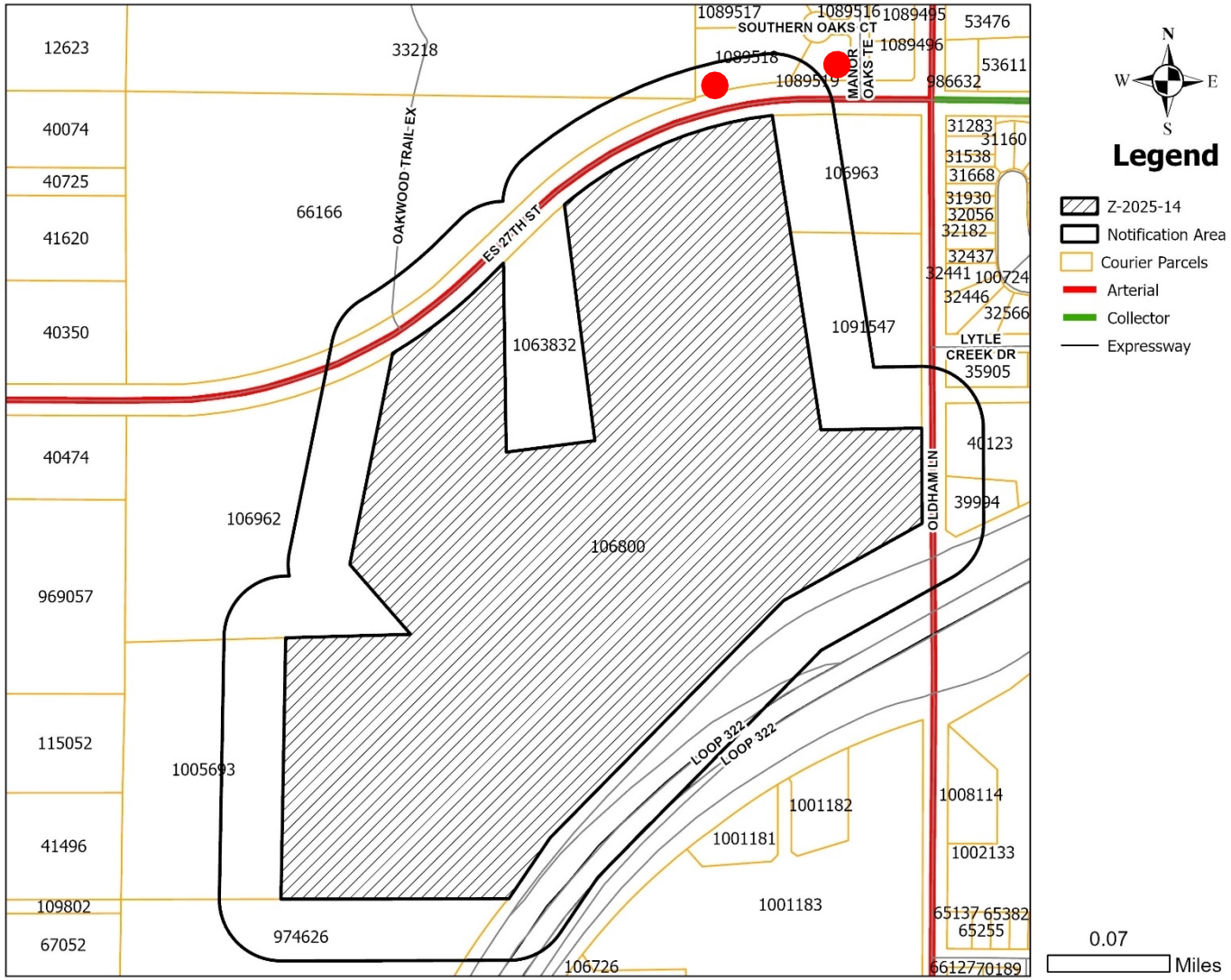
CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

2- Opposed-

2.89% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The request is consistent with:

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

P&Z Recommendation:

Planning and Zoning Commission recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **19. Ordinance (First Reading) Z-2025-15: Receive a Report, Hold a Discussion and Take Action on a Request from the Owners to Rezone Approximately 11.25 Acres from Agricultural Open (AO) and Planned Development (PDD-120) to Multi Family (MF). Located at 1717 Musgrave Boulevard *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City in 1980 as Agricultural Open (AO) and has remained vacant since. The portion that is zoned PDD-120 was rezoned in 2007 from Agricultural Open (AO) to Planned Development (PDD-120) which has a base zoning of General Retail GR).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report (4)
3. Application (12)
4. Metes & Bounds Description - 11.250 Acres to Proposed MF Zoning Tract (1)
5. Presentation (6)

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 11.25 acres from Agricultural Open (AO) and Planned Development (PDD-120) to Multi Family (MF).

Legal description as follows:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF THIS DESCRIBED TRACT AND BEING IN THE NORTHWEST LINE OF SAID LOT 101, BLOCK B, SAME BEING THE SOUTHEAST RIGHT-OF-WAY LINE OF MUSGRAVE BOULEVARD (RIGHT-OF-WAY WIDTH OF 120 FEET) AS DESCRIBED IN AN AMENDED DEDICATION OF RIGHT-OF-WAY TO THE CITY OF ABILENE RECORDED IN VOLUME 3283, PAGE 53 OF SAID OFFICIAL PUBLIC RECORDS, FROM WHICH THE WEST CORNER OF SAID LOT 101, BLOCK B BEARS S46°59'47"W278.04 FEET;

THENCE N46°59'47"E ALONG THE NORTHWEST LINE OF THIS DESCRIBED TRACT AND SAID LOT 101, BLOCK B, AND ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID MUSGRAVE BOULEVARD, AT A DISTANCE OF 93.60 FEET, PASS A POINT FOR THE NORTH CORNER OF SAID LOT 101, BLOCK B, SAME BEING AN EXTERIOR CORNER FO THE REMAINDER OF SAID 60.65 ACRE TRACE, AND CONTINUING ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID MUSGRAVE BOULEVARD, FOR A TOTAL DISTANCE OF 746.96 FEET TO A POINT FOR THE NORTH CORNER OF THIS DESCRIBED TRACT;

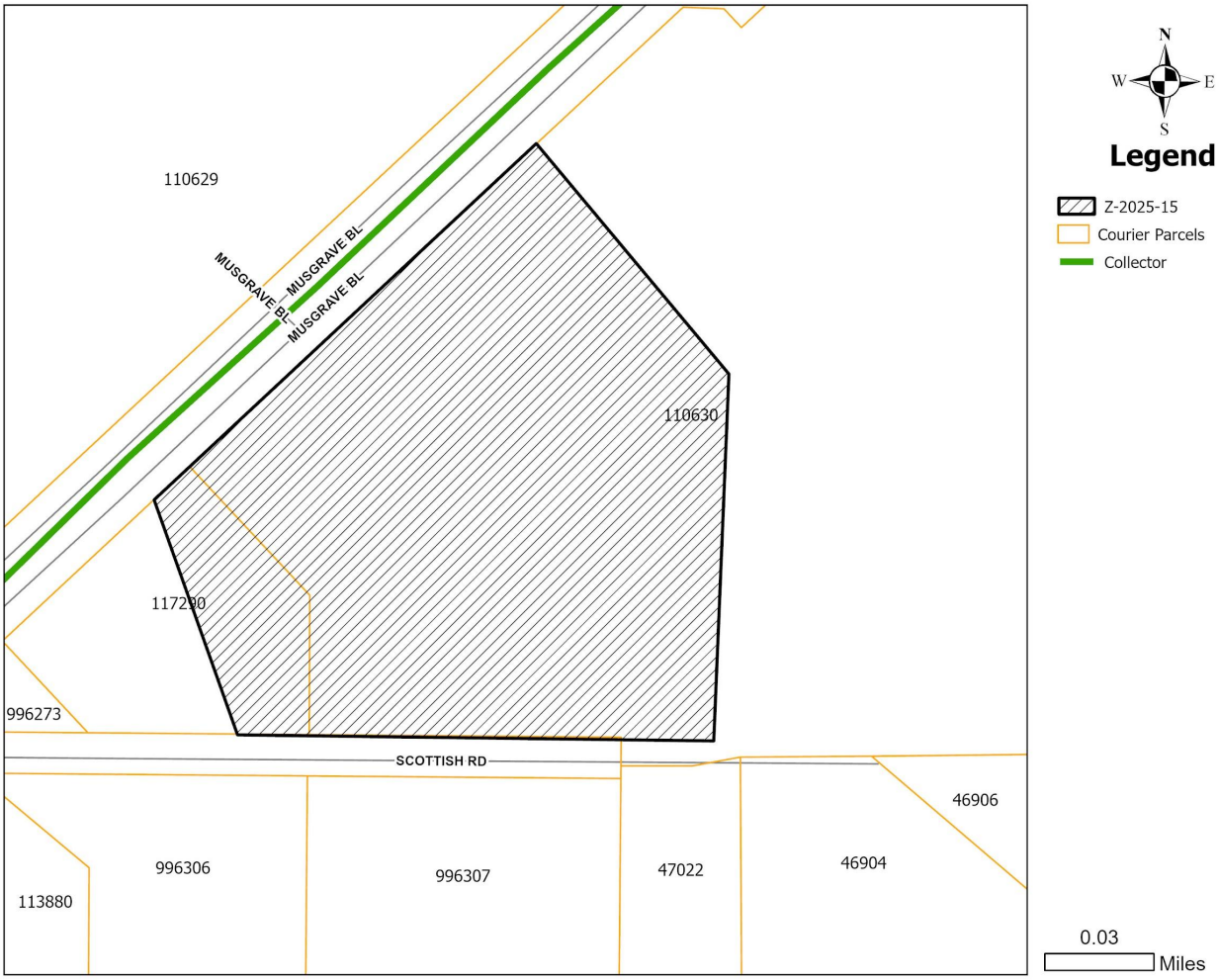
THENCE S43°00'13"E ALONG THE NORTHEAST LINE OF THIS DESCRIBED TRACT, AND OVER AND ACROSS THE REMAINDER OF SAID 60.65 ACRE TRACT, FOR A DISTANCE OF 414.96 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS DESCRIBED TRACT;

THENCE S00°15'27"W ALONG THE EAST LINE OF THIS DESCRIBED TRACT, AND CONTINUING OVER AND ACROSS THE REMAINDER OF SAID 60.65 ACRE TRACT, FOR A DISTANCE OF 536.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DESCRIBED TRACT;

THENCE N89°31'23"W ALONG THE SOUTH LINE OF THIS DESCRIBED TRACT, AND CONTINUING OVER AND ACROSS THE REMAINDER OF SAID 60.65 ACRE TRACT, AT A DISTANCE OF 133.36 FEET, PASS A POINT AT THE NORTHEAST CORNER OF SCOTTISH ROAD, (RIGHT-OF-WAY WIDTH OF 60 FEET) AS SHOWN PER SAID ENTERPRISE PLAZA ADDITION PLAT RECORDED IN CABINET 4, SLIDE 160 OF SAID PLAT RECORDS, AND CONTINUING ALONG THE SOUTH LINE OF THIS DESCRIBED TRACT, AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SCOTTISH ROAD, AT A DISTANCE OF 584.87 FEET, PASS A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 101, BLOCK B, FOR A TOTAL DISTANCE OF 698.07 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS DESCRIBED TRACT, FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 101, BLOCK B BEARS N89°31'23"W 207.93 FEET;

THENCE N21°38'53"W ALONG THE WEST LINE OF THIS DESCRIBED TRACT, AND OVER AND ACROSS LAID LOT 101, BLOCK B, FOR A DISTANCE OF 349.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.250 ACRES OF LAND, MORE OR LESS.

Located at 1717 Musgrave Boulevard


110629
MUSGRAVE BL
MUSGRAVE BL
MUSGRAVE BL
110630
117290
996273
SCOTTISH RD
46906
996306
996307
47022
46904
113880
N
W
E
S
Legend
Z-2025-15
Courier Parcels
Collector
0.03
Miles

END

ZONING CASE
Z-2025-15
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 3, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant
Agent: Jeff Haygood
Owner: Horne Re-Abilene LLC

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 11.25 acres from Agricultural Open (AO) and Planned Development (PDD-120) to Multi Family (MF).

Location
Located at 1717 Musgrave Blvd. Legal description being approximately 11.25 acres of Section No.25, Blind Asylum Lands, Abstract No. 1006, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1980 as Agricultural Open (AO) and has remained vacant since. The portion that is zoned PDD-120 was rezoned in 2007 from Agricultural Open (AO) to Planned Development (PDD-120) which has a base zoning of General Retail GR).

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant Lots
East	AO	Vacant Lot
South	GC	Hotels
West	HC/PD	Vacant Lot/Lowes

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 use is consistent with the Future Land Use and Development Plan 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 will be subject to platting and any utilities that may be required will be addressed during that review.

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

Staff Recommendation
Staff recommends **approval.**

Attachments

- PowerPoint Presentation
- Application
- Metes & Bounds

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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:

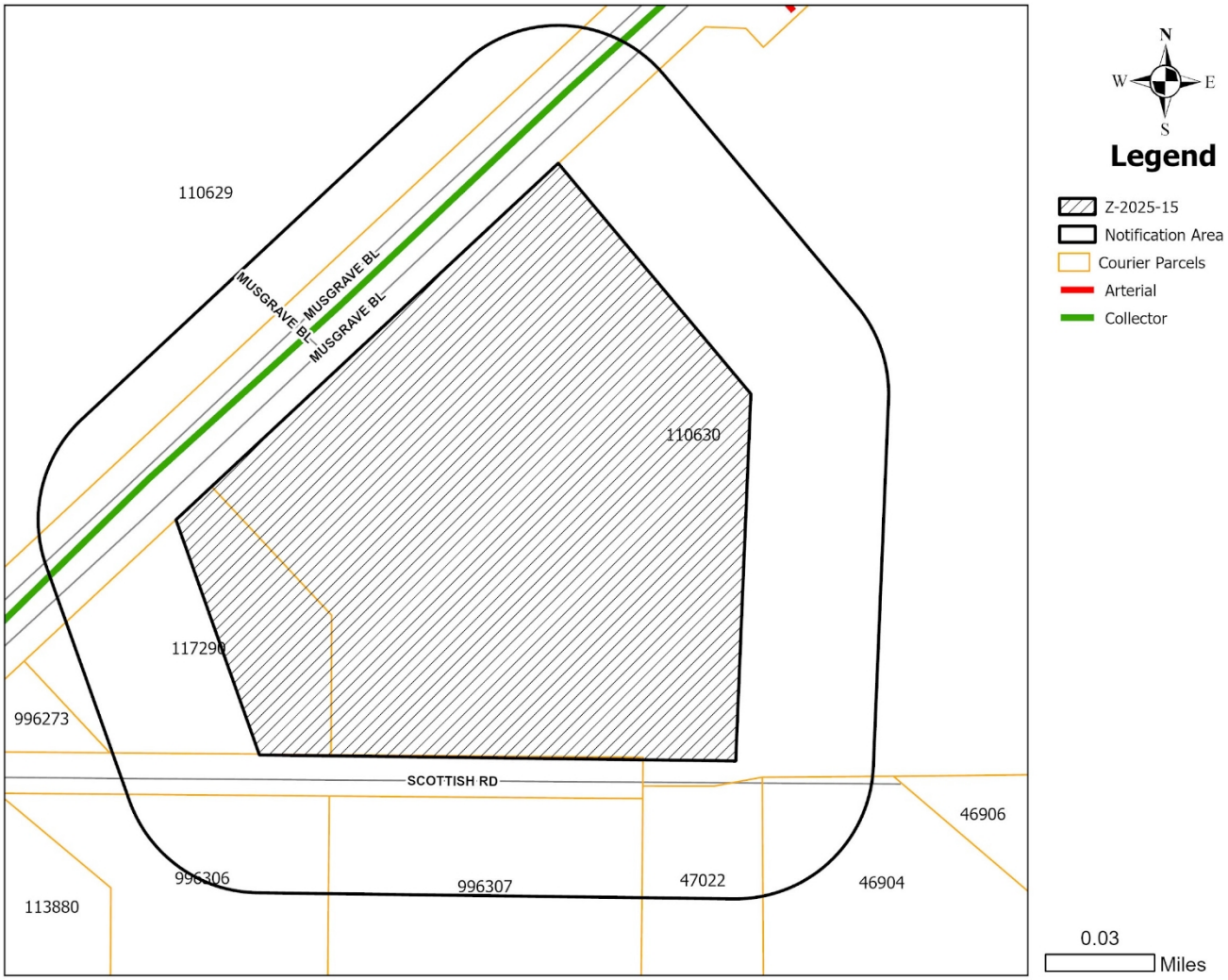
PROPERTY OWNER Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
2XABILTX PROPERTY LP	996307	2141 SCOTTISH RD	
HORNE RE-ABILENE LLC	110630		F
HORNE RE-ABILENE LLC	110629		F
HORNE RE-ABILENE LLC	117290	1717 MUSGRAVE BL	F
HTAB PROPERTY LP	996306	2101 SCOTTISH RD	
HTAB PROPERTY LP	996306	2109 SCOTTISH RD	
MB RENTALS LLC	47022		
MB RENTALS LLC	46904		

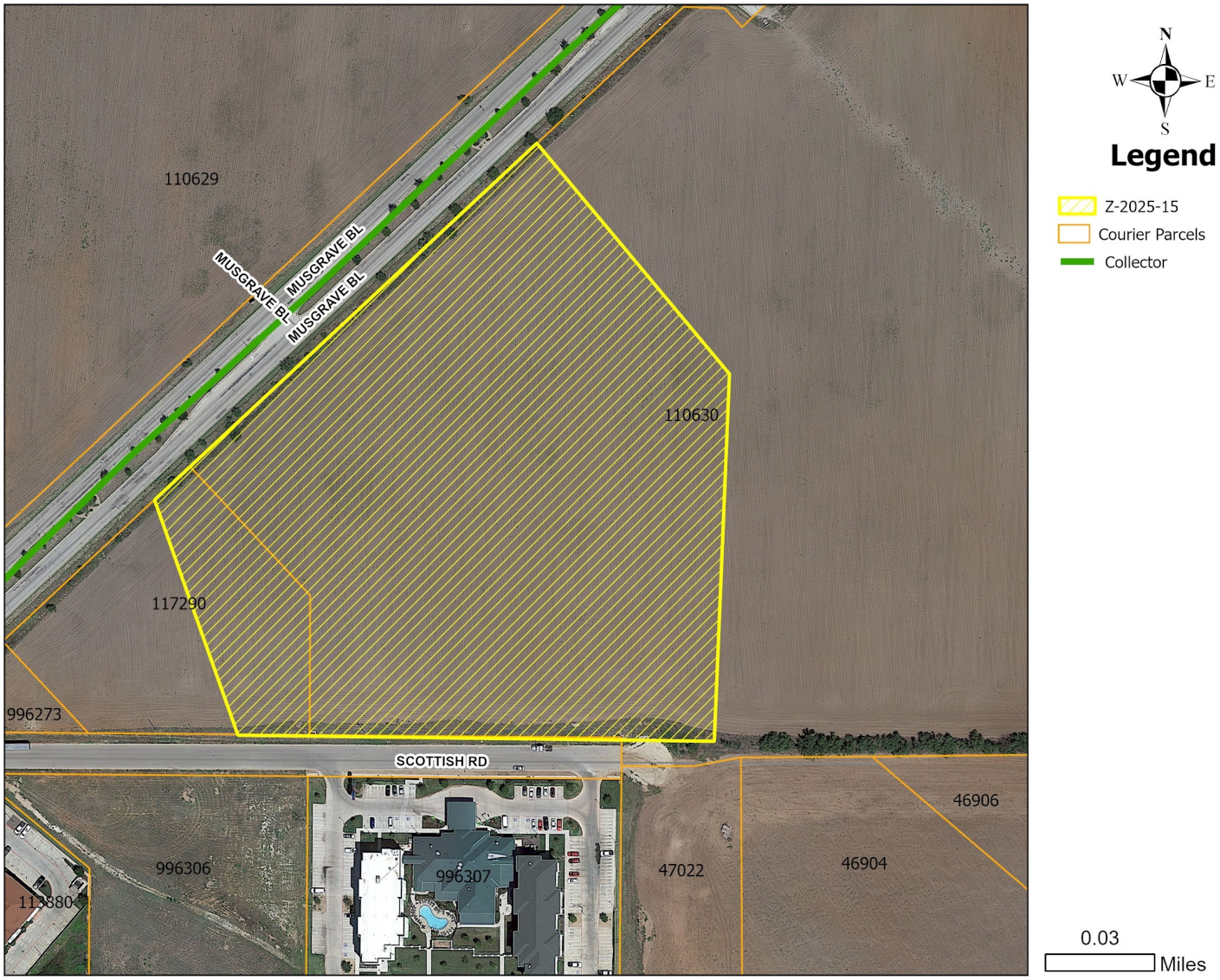
PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
MB RENTALS LLC	46904		
MB RENTALS LLC	47022		
HORNE RE-ABILENE LLC	110629		F
HORNE RE-ABILENE LLC	110630		F
HORNE RE-ABILENE LLC	117290	1717 MUSGRAVE BL	F
HTAB PROPERTY LP	996306	2101 SCOTTISH RD	
HTAB PROPERTY LP	996306	2109 SCOTTISH RD	
2XABILTX PROPERTY LP	996307	2141 SCOTTISH RD	

NOTIFICATION MAP



LOCATION MAP



ZONING MAP

110629
MUSGRAVE BL
MUSGRAVE BL
MUSGRAVE BL
110630
117290
996273
SCOTTISH RD
46906
996306
996307
47022
46904
113880
N
W
E
S
Legend
Z-2025-15
Courier Parcels
PD (Planned Development)
GC (General Commercial)
AO (Agricultural Open)
Collector
0.03
Miles

ZONING APPLICATION

PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Rezoning
- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment

ZONING APPLICATION

DOCUMENTS & MAPS

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

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

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

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

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

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

Planning and Development Services Department
555 Walnut Street, **Northeast Rear Entrance to City Hall**
325.676.6237
planning@abilenetx.gov

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

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

Fees can be paid online with credit card.

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

ZONING APPLICATION

PLANNING & ZONING COMMISSION

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

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

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

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

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

ZONING APPLICATION

2025 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1ST READING	CITY COUNCIL 2ND READING ***
11/16/24	12/03/24	01/07/25	01/23/25	02/13/25
12/14/24	12/31/24	02/04/25	02/27/25	03/13/25
01/11/25	01/28/25	03/04/25	03/27/25	04/10/25
02/08/25	02/25/25	04/01/25	04/24/25	05/08/25
03/15/25	04/01/25	05/06/25	05/22/25	06/12/25
04/12/25	04/29/25	06/03/25	06/26/25	07/10/25
05/10/25	05/27/25	07/01/25	07/24/25	08/14/25
06/14/25	07/01/25	08/05/25	08/28/25	09/11/25
07/12/25	07/29/25	09/02/25	09/25/25	10/09/25
08/16/25	09/02/25	10/07/25	10/23/25	11/06/25
09/13/25	09/30/25	11/04/25	11/20/25	12/04/25
10/11/25	10/28/25	12/02/25	12/18/25	01/08/26
11/15/25	12/02/25	01/06/26	01/22/26	02/12/26
12/13/25	12/30/25	02/03/26	02/26/26	03/12/26

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

2025 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
12/10/24	01/14/25
01/07/25	02/11/25
02/04/25	03/11/25
03/04/25	04/08/25
04/08/25	05/13/25
05/06/25	06/10/25
06/03/25	07/08/25
07/08/25	08/12/25
08/05/25	09/09/25
09/09/25	10/14/25
10/08/25	11/12/25
11/04/25	12/09/25
12/09/25	01/13/2026

ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use Permit
- ☒ Rezoning
- ☐ Easement Release
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment

Relief Procedures

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

Other:

Project Name: GVD - Scottish Rd Apartments Abilene

Address: 1717 Musgrave Blvd. & adjacent NE property Number of Lots: 2 Acreage: 11.25

Legal Description: Enterprise Plaza & A1006 SUR 25 BAL SW/4

Subdivision Name: 1 & Unplotted Block: B & Unplotted Lot: 101 & Unplotted

Current Zoning: PD & AO Proposed Zoning (if applicable): MF

OWNER AND AUTHORIZATION

Owner Name: Horne RE - Abilene, LLC

Address: 412 N. Cedar Bluff Road, Suite 205

City, State, Zip: Knoxville, Tennessee 37923 Fax:

Phone: 865-560-1100 Email: mpatterson@hpiknox.com

Agent Name: Michael Patterson

Address: 412 N. Cedar Bluff Rd, Ste 205

City, State, Zip: Knoxville, TN 37922 Fax:

Phone: 865-560-1100 Email: mpatterson@hpiknox.com

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

Signature of Owner: Date: 3-27-25

FOR OFFICE USE ONLY

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

ZONING 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	☐	Neighborhood Empowerment Zone
☐ O	Office		
☐ NR	Neighborhood Retail		

Reason for Zoning Change

To properly zone property for a 240 unit Multi-Family Apartment Complex.

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.

ZONING 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, & 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?

We believe yes, but insufficient information available at this time.

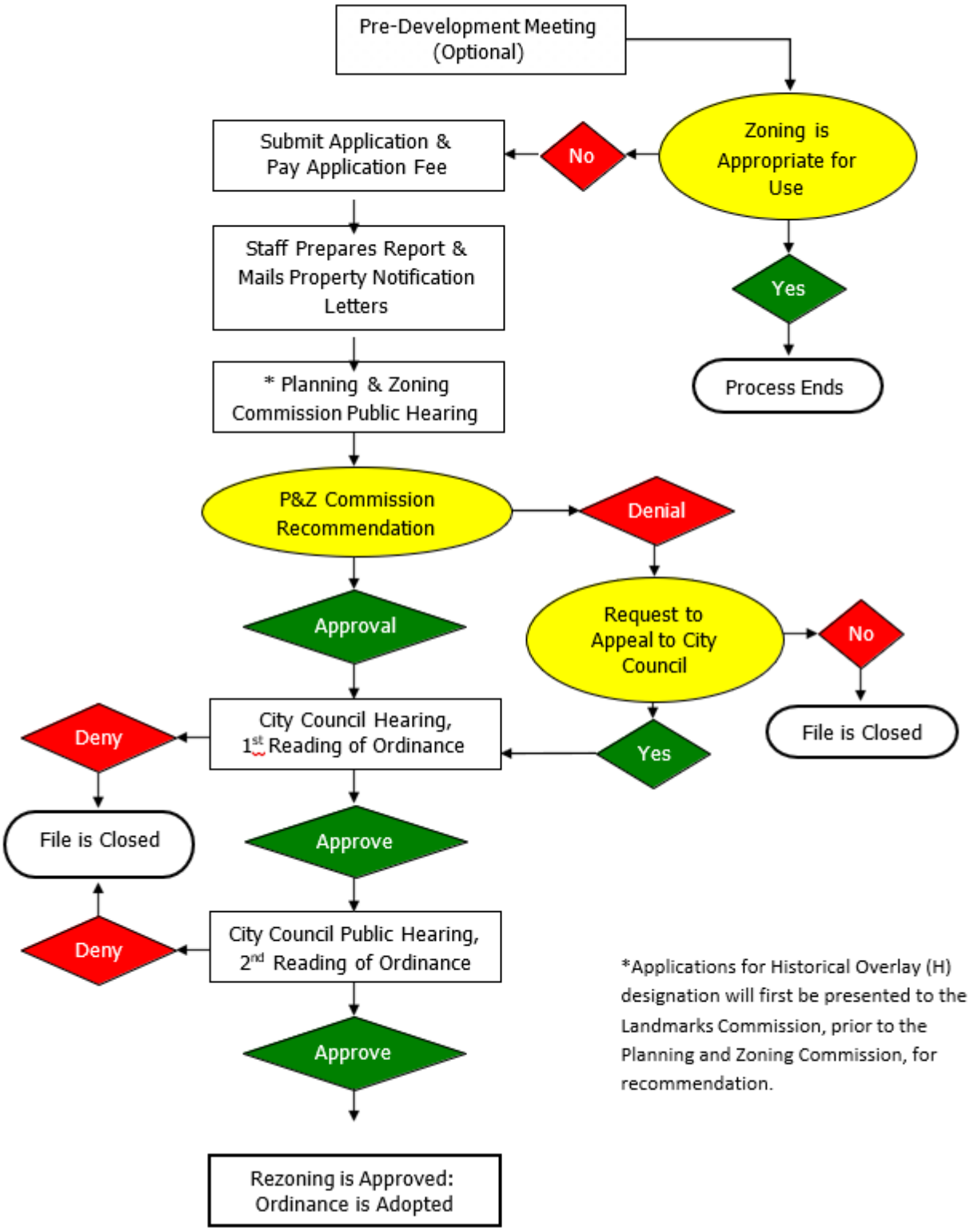
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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



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

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Please see attached:
Total Number of Acres: 11.25
Zoning Classification(s): AO & PD
Total Number of Lots: 2
Location: NE corner of Scottish Rd & Musgrave Blvd

Property Owner Information & Authorization

Name/Company: Horne RE - Abilene, LLC
Address: 412 N. Cedar Bluff Road, Suite 205
City: Knoxville State: Tennessee Zip Code: 37923
Phone: Email:

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate Jeff Haygood, GVD Real Estate Development (*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: Michael Patterson **Date:** 3.27.25

STATE OF: TN

COUNTY OF: KNOX

BEFORE ME, a Notary Public, on this day personally appeared MICHAEL PATTERSON (*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 27th day of MARCH, 2025

MICHELE PIRRUNG STATE OF TENNESSEE NOTARY PUBLIC

Michele Pirrung
NOTARY PUBLIC in and for the State of ~~Texas~~ Tennessee

Project Representative Information (complete if designated by owner)

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

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

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? O Yes O 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)*: MICHAEL PATTERSON

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

ZONING APPLICATION

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 3/27/25

ZONING 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 _____, 20____

*(cross out the inapplicable phrase)

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
TBPELS Firm # 10194493

METES & BOUNDS DESCRIPTION
PROPOSED "MF" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING an **11.250 acre** zoning tract of land out of the southwest-quarter of Section No. 25, Blind Asylum Lands, Abstract No. 1006, City of Abilene, Taylor County, Texas, and being composed of 1.260 acres out of the eastern portion of Lot 101, Block B, Continuation No. 1, Enterprise Plaza Addition as shown per plat recorded in Cabinet 4, Slide 160, Plat Records, Taylor County, Texas, and 9.990 acres out of the remainder of that certain 60.65 acre tract (known as "TRACT TWO") described in a Warranty Deed to Horne Re – Abilene, LLC recorded in Volume 3308, Page 69, Official Public Records, Taylor County, Texas. Said **11.250 acre** zoning tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northwest corner of this described tract and being in the northwest line of said Lot 101, Block B, same being the southeast right-of-way line of Musgrave Boulevard (right-of-way width of 120 feet) as described in an Amended Dedication Of Right-Of-Way to the City of Abilene recorded in Volume 3283, Page 53 of said Official Public Records, from which the west corner of said Lot 101, Block B bears S46°59'47"W 278.04 feet;

THENCE N46°59'47"E along the northwest line of this described tract and said Lot 101, Block B, and along the southeast right-of-way line of said Musgrave Boulevard, at a distance of 93.60 feet, pass a point for the north corner of said Lot 101, Block B, same being an exterior corner of the remainder of said 60.65 acre tract, and continuing along the northwest line of this described tract, and along a northwest line of the remainder of said 60.65 acre tract, and along the southeast right-of-way line of said Musgrave Boulevard, for a **total distance of 746.96 feet** to a point for the north corner of this described tract;

THENCE S43°00'13"E along the northeast line of this described tract, and over and across the remainder of said 60.65 acre tract, for a distance of 414.96 feet to a point for the northeast corner of this described tract;

THENCE S00°15'27"W along the east line of this described tract, and continuing over and across the remainder of said 60.65 acre tract, for a distance of 536.40 feet to a point for the southeast corner of this described tract;

THENCE N89°31'23"W along the south line of this described tract, and continuing over and across the remainder of said 60.65 acre tract, at a distance of 133.36 feet, pass a point at the northeast corner of Scottish Road (right-of-way width of 60 feet) as shown per said Enterprise Plaza Addition plat recorded in Cabinet 4, Slide 160 of said Plat Records, and continuing along the south line of this described tract, and along the north right-of-way line of said Scottish Road, at a distance of 584.87 feet, pass a point for the southeast corner of said Lot 101, Block B, and continuing along the south line of this described tract, and along the north right-of-way line of said Scottish Road, and along the south line of said Lot 101, Block B, for a **total distance of 698.07 feet** to a point for the southwest corner of this described tract, from which the southwest corner of said Lot 101, Block B bears N89°31'23"W 207.93 feet;

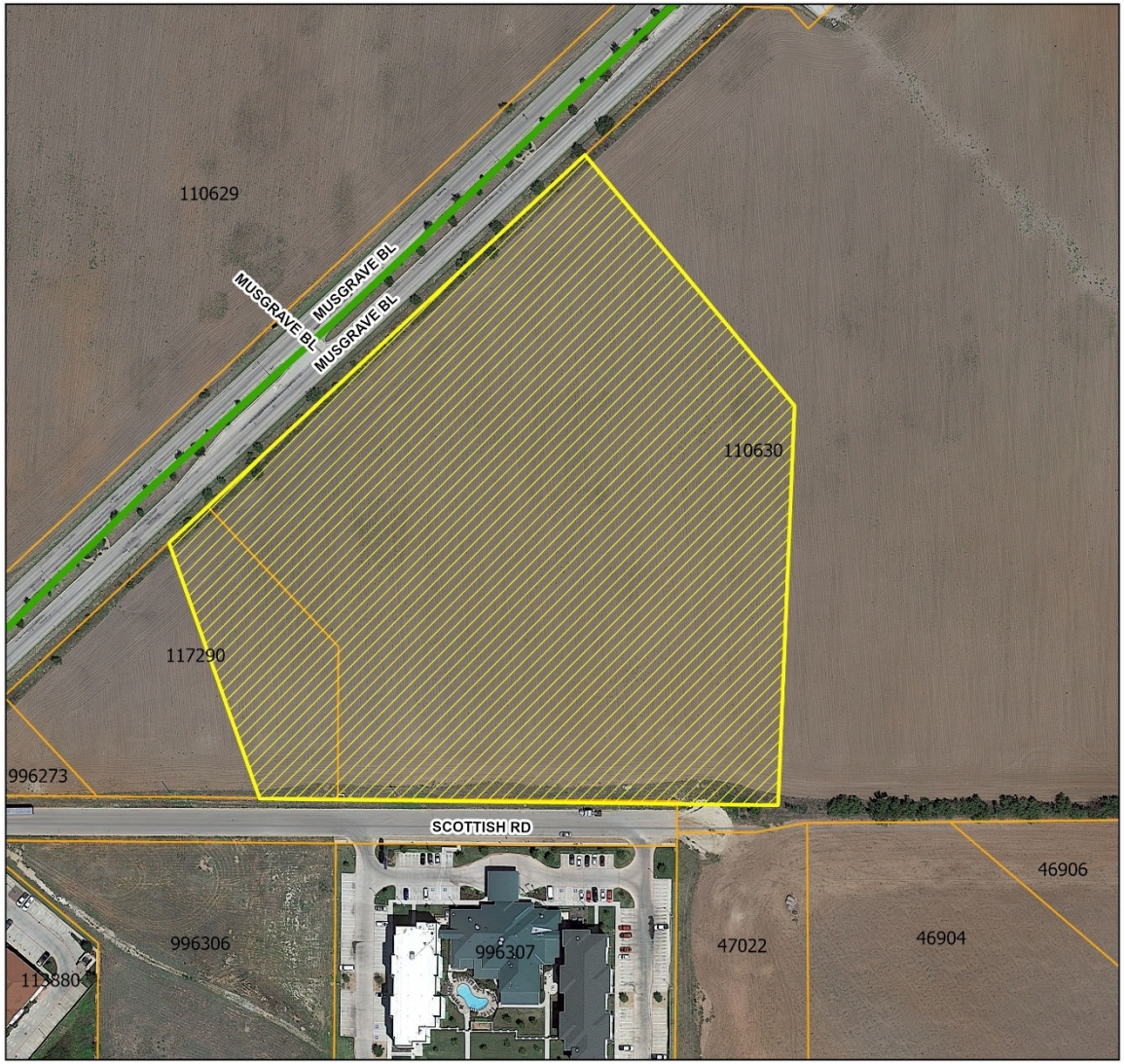
THENCE N21°38'53"W along the west line of this described tract, and over and across said Lot 101, Block B, for a distance of 349.21 feet to the **POINT OF BEGINNING** and containing **11.250 acres** of land, more or less.

REZONE REQUEST

Case:	Z-2025-15
Agent:	Jeff Haygood
Request:	Change the zoning of approximately 11.25 acres from Agricultural Open (AO) and Planned Development (PD) to Multi Family (MF).
Location:	Located at 1717 Musgrave Blvd.
Notification:	1 in Favor, 0 in Opposition
Planning & Zoning:	June 3, 2025
Council Hearing:	June 12, 2025
	June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

Legend

- Z-2025-15
- Courier Parcels
- Collector

0.03 Miles

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Personal Care Facility
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

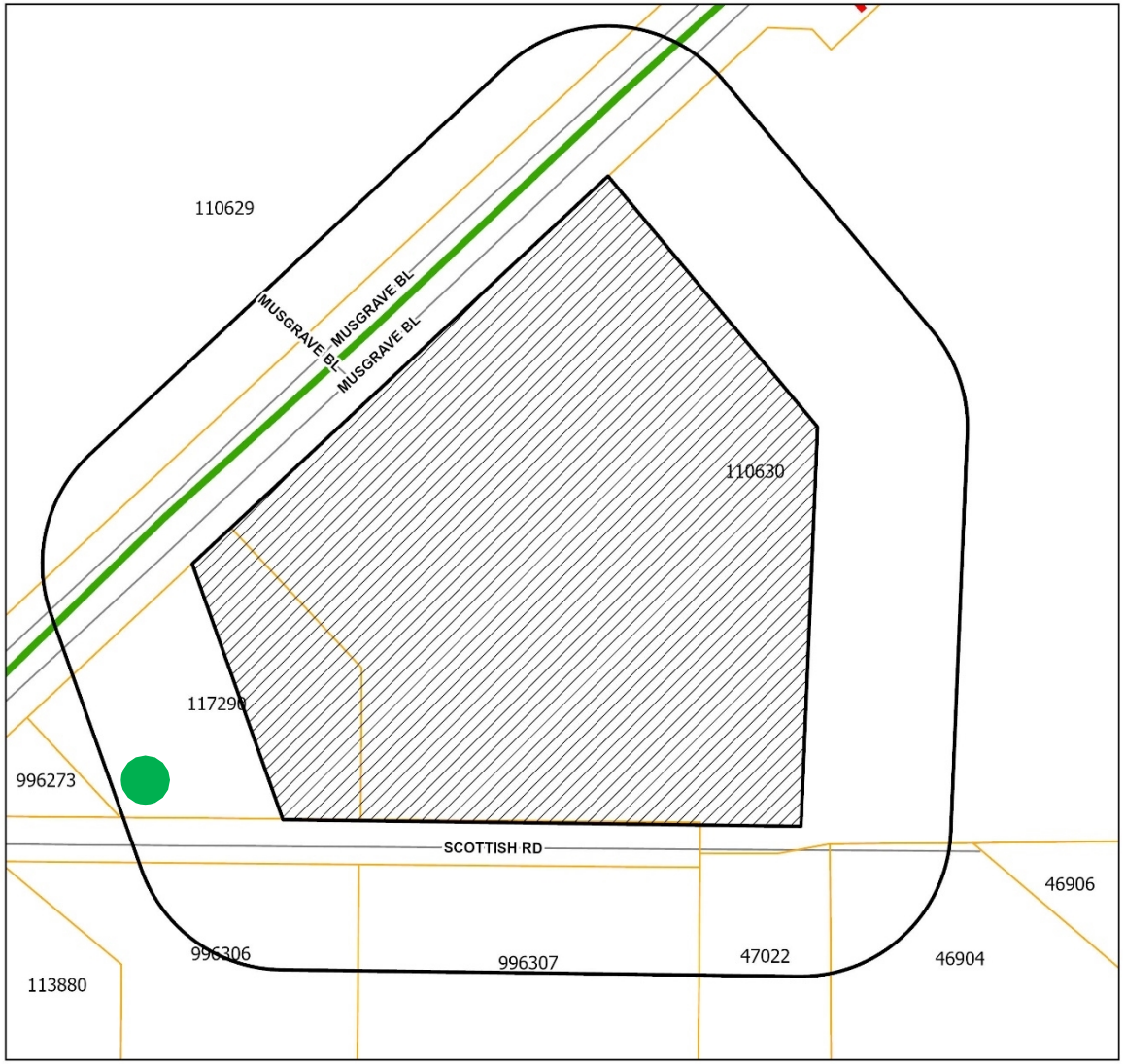
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Z-2025-15
- Notification Area
- Courier Parcels
- Arterial
- Collector

0.03 Miles

1 - in Favor -

0 - in Opposition -

% OPPOSITION

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Staff Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **20. Ordinance (First Reading) Z-2025-16: 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-188), Specifically, to Reduce the Interior Side Yard Setback to 5 Feet. Located at 894-970 Minda St and 933-985 Hailey St. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City of Abilene in 1957 and has remained vacant. The property was rezoned from Single Family Residential (RS-6) to Multi-Family (MF) in July 2023, and then again to Planned Development (PDD-188) in November 2024. Since being rezoned to Planned Development (PDD-188) the properties have been replatted and utilities extended.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (6)
2. Z-2025-16 Staff Report
3. Application (13)
4. Original Ordinance (PDD-188) (1)
5. Sandford Construction - (applicant - favor)
6. Owner Authorization (5)
7. Z-2025-16 Presentation (1)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-188 AND ORDINANCE NO. 53-2024 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. 53-2024, 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 12th day of June 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June 2025.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

1st Amendment to Planned Development District 188

LEGAL DESCRIPTION AS FOLLOWS:

Lots 1-34, Block A, Sanford Addition, Abilene, Taylor County, Texas.

Located at 894-970 Minda St and 933-985 Hailey St, Abilene, Taylor County, Texas.

Request: Amend the terms and conditions of a Planned Development District (PDD-188). Specifically, to reduce the interior side yard setback to 5 feet.

DELETE: Setbacks:

1. Minor Street: 10-feet
2. Collector Street: 20-feet
3. Arterial Street: 30-feet
4. Side Yard: 6-feet
5. Rear Yard: 20-feet

ADD: Setbacks:

1. Minor Street: 10-feet
2. Collector Street: 20-feet
3. Arterial Street: 30-feet
4. Side Yard: 5-feet
5. Rear Yard: 20-feet

-END-

ZONING CASE
Z-2025-16
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 03, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant
Agent: Jacob & Martin, LLC
Owners: Sanford Construction, LLC and IWS2 Investments, LLC

Case Manager
Clarissa Ivey – Planner

Request
Amend the terms and conditions of a Planned Development District (PDD-188). Specifically, to reduce the interior side yard setback to 5 feet.

Location
Located at 894-970 Minda St and 933-985 Hailey St.
Legal description being Lots 1-34, Block A, Sanford Addition, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City of Abilene in 1957 and has remained vacant. The property was rezoned from Single Family Residential (RS-6) to Multi-Family (MF) in July 2023, and then again to Planned Development (PDD-188) in November 2024. Since being rezoned to Planned Development (PDD-188) the properties have been replatted and utilities extended.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HI	Steel Supplier
East	HI	Church
South	RS-6	Residence
West	RS-6	Residence

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 Future Land Use Map and Comprehensive Plan.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning is appropriate, as it would be consistent with the surrounding residential uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
All services are provided.

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

P&Z Recommendation

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

Attachments

- PowerPoint Presentation
- Project Overview
- Original PDD Ordinance
- Redline Ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABERNATHY JEFFREY & SHAWNA	62660	933 MINDA ST	
ALEXANDER GARY & CHERYL	974964	857 HAILEY ST	
ALEXANDER GARY & CHERYL	974964	849 HAILEY ST	
BATISTE PROPERTIES LLC	974966	858 MINDA ST	
BLANTON ANGELINA LF EST	63682	926 LUZON ST	
CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
CONNER BOBBY RAY	64333	966 LUZON ST	
DAVIS JORDAN DION	62925	917 MINDA ST	
DESCENDANTS LAND LLC	63948	942 LUZON ST	
DRONES FRANK & DOROTHY J LIFE EST	62791	925 MINDA ST	
EBENGO IBADIYE MAMIE &	61621	1009 MINDA ST	
ELLIOTT SAMMY LEE &	64207	958 LUZON ST	
FLORES JUANITA &	63063	909 MINDA ST	
GINDRATT ISIAH JR ET AL	61344	1025 MINDA ST	
GONZALES FELECITY MAUVE	61881	981 MINDA ST	
GUAJARDO MICHELLE	106931	889 HAILEY ST	
GUAJARDO MICHELLE	106931	897 HAILEY ST	
GUERRERO MONICA ANN	56495	897 MINDA ST	
HEGER THOMAS P & YING L	64709	1002 LUZON ST	
HILL CHARLES	64585	982 LUZON ST	
IWS2 INVESTMENTS LLC	1095894	958 MINDA ST	
IWS2 INVESTMENTS LLC	1095896	950 MINDA ST	
IWS2 INVESTMENTS LLC	1095893	962 MINDA ST	
IWS2 INVESTMENTS LLC	1095886	969 HAILEY ST	
IWS2 INVESTMENTS LLC	1095888	977 HAILEY ST	
IWS2 INVESTMENTS LLC	1095895	954 MINDA ST	
IWS2 INVESTMENTS LLC	1095885	965 HAILEY ST	
IWS2 INVESTMENTS LLC	1095878	937 HAILEY ST	
IWS2 INVESTMENTS LLC	1095884	961 HAILEY ST	
IWS2 INVESTMENTS LLC	1095883	957 HAILEY ST	
IWS2 INVESTMENTS LLC	1095882	953 HAILEY ST	
IWS2 INVESTMENTS LLC	1095881	949 HAILEY ST	
IWS2 INVESTMENTS LLC	1095880	945 HAILEY ST	
IWS2 INVESTMENTS LLC	1095879	941 HAILEY ST	
IWS2 INVESTMENTS LLC	1095877	933 HAILEY ST	
IWS2 INVESTMENTS LLC	1095903	922 MINDA ST	
IWS2 INVESTMENTS LLC	1095902	926 MINDA ST	
IWS2 INVESTMENTS LLC	1095901	930 MINDA ST	
IWS2 INVESTMENTS LLC	1095900	934 MINDA ST	
IWS2 INVESTMENTS LLC	1095899	938 MINDA ST	
IWS2 INVESTMENTS LLC	1095898	942 MINDA ST	
IWS2 INVESTMENTS LLC	1095897	946 MINDA ST	
IWS2 INVESTMENTS LLC	1095892	966 MINDA ST	

IWS2 INVESTMENTS LLC	1095904	918 MINDA ST	
IWS2 INVESTMENTS LLC	1095908	902 MINDA ST	
IWS2 INVESTMENTS LLC	1095907	906 MINDA ST	
IWS2 INVESTMENTS LLC	1095906	910 MINDA ST	
IWS2 INVESTMENTS LLC	1095905	914 MINDA ST	
IWS2 INVESTMENTS LLC	1095891	970 MINDA ST	
IWS2 INVESTMENTS LLC	1095887	973 HAILEY ST	
IWS2 INVESTMENTS LLC	1095890	985 HAILEY ST	
IWS2 INVESTMENTS LLC	1095889	981 HAILEY ST	
JOHNSON RONDA L	63314	902 LUZON ST	
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
MC LAMORE HARLAN F &	107518	909 HAILEY ST	
MINDA ST CHURCH OF CHRIST	974973	855 MINDA ST	
MINDA ST CHURCH OF CHRIST	974973	701 MINDA ST	
MITCHELL MISTI GAYLE	62008	973 MINDA ST	
MITCHELL PAMELA GAYLE	62263	957 MINDA ST	
MORGAN RODNEY	1083634	910 LUZON ST	
MUDAGIRI SHEMU &	62389	949 MINDA ST	
MUSONERA EVARISTE &	62133	965 MINDA ST	
NTAWUKENASHAKA SERGE &	62527	941 MINDA ST	
RAMIREZ ROY	63188	901 MINDA ST	
RICHARDSON MANUELA J	61762	1001 MINDA ST	
RODRIGUEZ LUCILLA	64843	1010 LUZON ST	
ROYAL AURORA	974965	866 MINDA ST	
ROYAL AURORA ANNETTE	974963	890 MINDA ST	
SANFORD CONSTRUCTION LLC	1095910	894 MINDA ST	Applicant
SANFORD CONSTRUCTION LLC	1095909	898 MINDA ST	Applicant
SERRANO PEDRO	56763	618 SUNRISE AV	
STOFFELS DOLAN M & ANN	63566	918 LUZON ST	
TAYLOR LAWANDA	61477	1017 MINDA ST	
W&W AFCO STEEL LLC	47073		
W&W AFCO STEEL LLC	44197		
W&W AFCO STEEL LLC	974937		
WASHINGTON WILLIE L	64081	950 LUZON ST	
WINNING CIRCLE REAL ESTATE SOLUTIONS LLC	63817	934 LUZON ST	
YOUNG MAE DELL LIFE ESTATE	56632	610 SUNRISE AV	

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

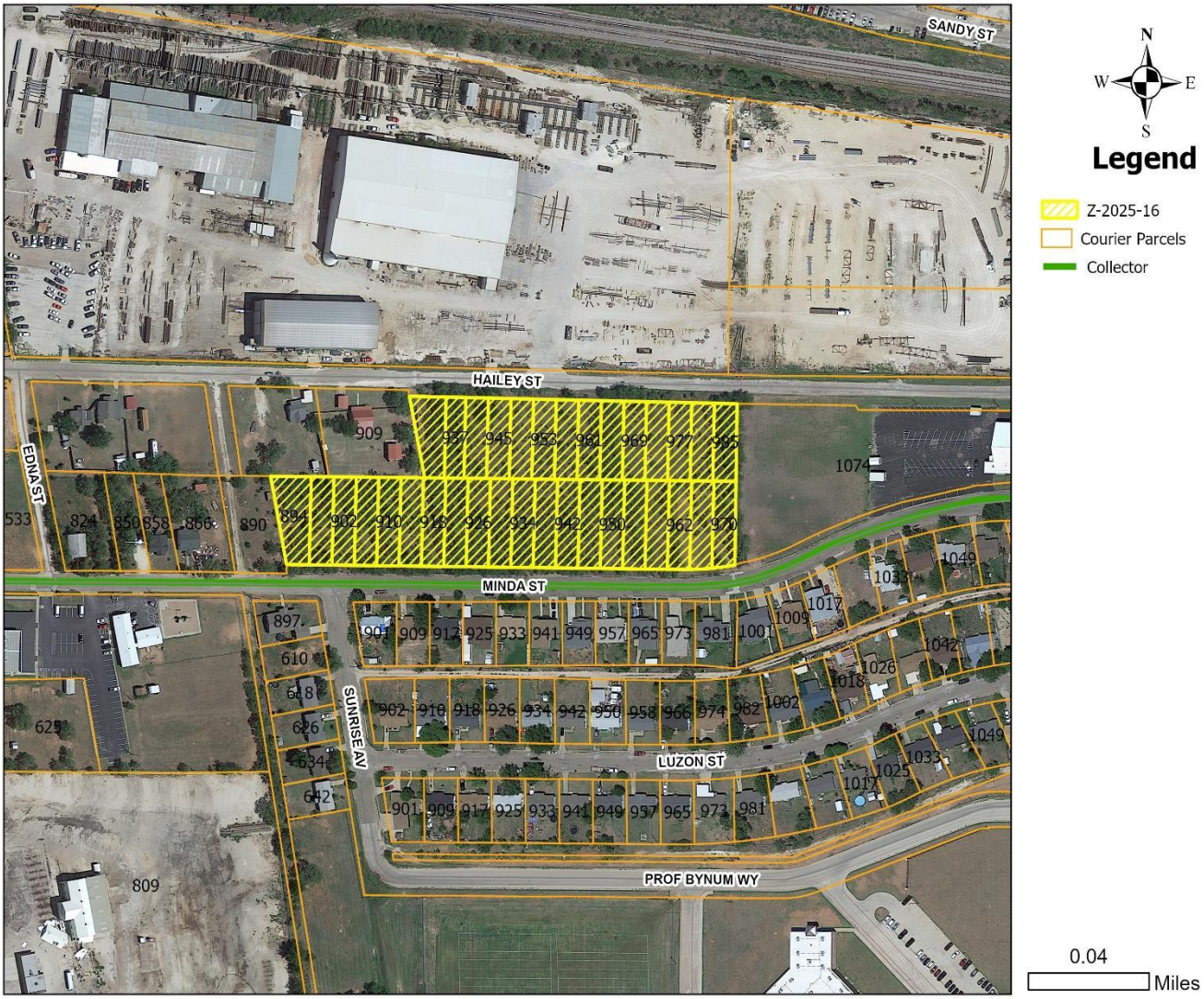
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
W&W AFCO STEEL LLC	44197		
W&W AFCO STEEL LLC	47073		
GUERRERO MONICA ANN	56495	897 MINDA ST	
YOUNG MAE DELL LIFE ESTATE	56632	610 SUNRISE AV	
SERRANO PEDRO	56763	618 SUNRISE AV	
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
GINDRATT ISIAH JR ET AL	61344	1025 MINDA ST	
TAYLOR LAWANDA	61477	1017 MINDA ST	
EBENGO IBADIYE MAMIE &	61621	1009 MINDA ST	

RICHARDSON MANUELA J	61762	1001 MINDA ST	
GONZALES FELECITY MAUVE	61881	981 MINDA ST	
MITCHELL MISTI GAYLE	62008	973 MINDA ST	
MUSONERA EVARISTE &	62133	965 MINDA ST	
MITCHELL PAMELA GAYLE	62263	957 MINDA ST	
MUDAGIRI SHEMU &	62389	949 MINDA ST	
NTAWUKENASHAKA SERGE &	62527	941 MINDA ST	
ABERNATHY JEFFREY & SHAWNA	62660	933 MINDA ST	
DRONES FRANK & DOROTHY J LIFE EST	62791	925 MINDA ST	
DAVIS JORDAN DION	62925	917 MINDA ST	
FLORES JUANITA &	63063	909 MINDA ST	
RAMIREZ ROY	63188	901 MINDA ST	
JOHNSON RONDA L	63314	902 LUZON ST	
STOFFELS DOLAN M & ANN	63566	918 LUZON ST	
BLANTON ANGELINA LF EST	63682	926 LUZON ST	
WINNING CIRCLE REAL ESTATE SOLUTIONS LLC	63817	934 LUZON ST	
DESCENDANTS LAND LLC	63948	942 LUZON ST	
WASHINGTON WILLIE L	64081	950 LUZON ST	
ELLIOTT SAMMY LEE &	64207	958 LUZON ST	
CONNER BOBBY RAY	64333	966 LUZON ST	
CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
HILL CHARLES	64585	982 LUZON ST	
HEGER THOMAS P & YING L	64709	1002 LUZON ST	
RODRIGUEZ LUCILLA	64843	1010 LUZON ST	
GUAJARDO MICHELLE	106931	889 HAILEY ST	
GUAJARDO MICHELLE	106931	897 HAILEY ST	
MC LAMORE HARLAN F &	107518	909 HAILEY ST	
W&W AFCO STEEL LLC	974937		
ROYAL AURORA ANNETTE	974963	890 MINDA ST	
ALEXANDER GARY & CHERYL	974964	857 HAILEY ST	
ALEXANDER GARY & CHERYL	974964	849 HAILEY ST	
ROYAL AURORA	974965	866 MINDA ST	
BATISTE PROPERTIES LLC	974966	858 MINDA ST	
MINDA ST CHURCH OF CHRIST	974973	855 MINDA ST	
MINDA ST CHURCH OF CHRIST	974973	701 MINDA ST	
MORGAN RODNEY	1083634	910 LUZON ST	
IWS2 INVESTMENTS LLC	1095877	933 HAILEY ST	
IWS2 INVESTMENTS LLC	1095878	937 HAILEY ST	
IWS2 INVESTMENTS LLC	1095879	941 HAILEY ST	
IWS2 INVESTMENTS LLC	1095880	945 HAILEY ST	
IWS2 INVESTMENTS LLC	1095881	949 HAILEY ST	
IWS2 INVESTMENTS LLC	1095882	953 HAILEY ST	
IWS2 INVESTMENTS LLC	1095883	957 HAILEY ST	
IWS2 INVESTMENTS LLC	1095884	961 HAILEY ST	
IWS2 INVESTMENTS LLC	1095885	965 HAILEY ST	
IWS2 INVESTMENTS LLC	1095886	969 HAILEY ST	
IWS2 INVESTMENTS LLC	1095887	973 HAILEY ST	
IWS2 INVESTMENTS LLC	1095888	977 HAILEY ST	
IWS2 INVESTMENTS LLC	1095889	981 HAILEY ST	

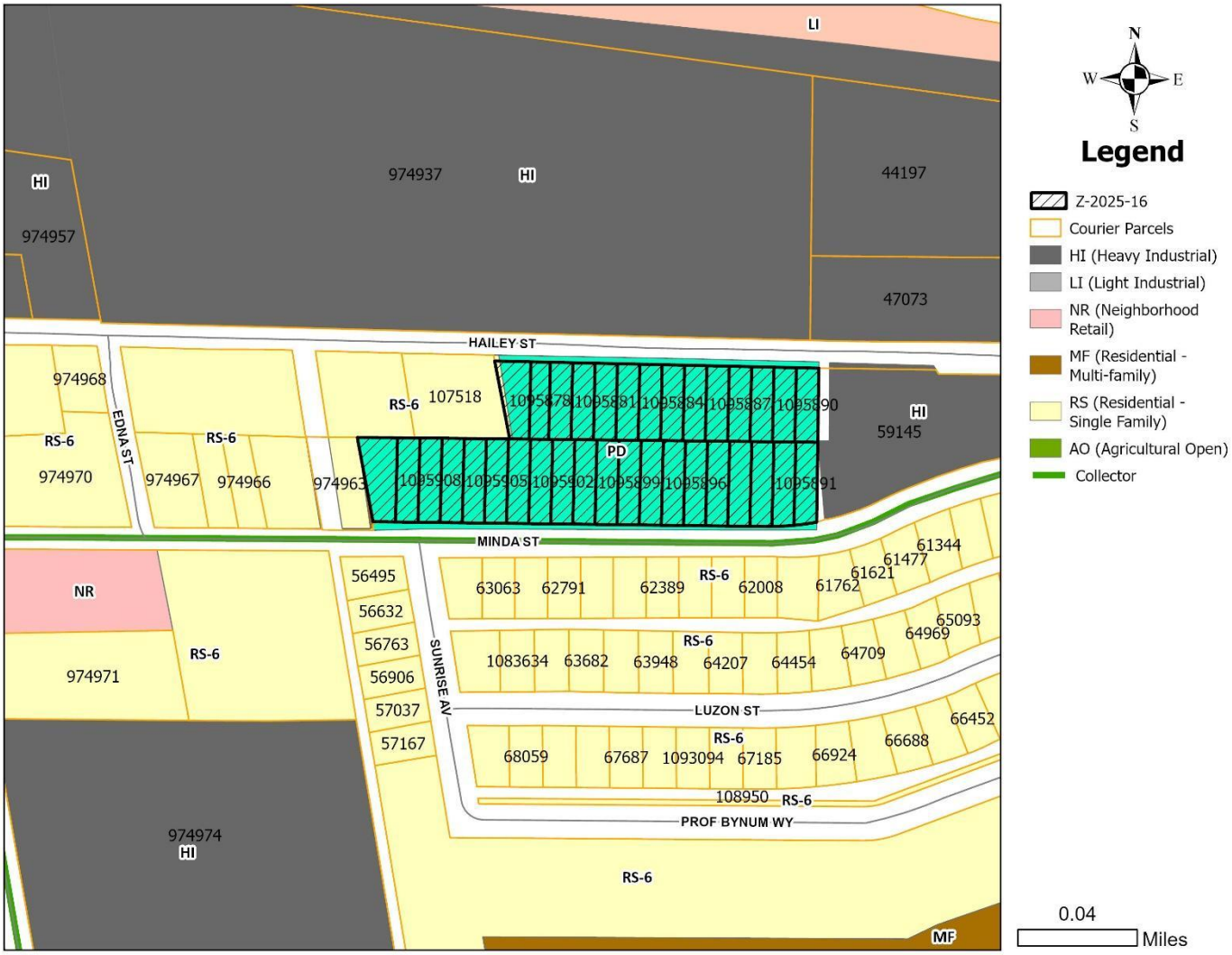
IWS2 INVESTMENTS LLC	1095890	985 HAILEY ST	
IWS2 INVESTMENTS LLC	1095891	970 MINDA ST	
IWS2 INVESTMENTS LLC	1095892	966 MINDA ST	
IWS2 INVESTMENTS LLC	1095893	962 MINDA ST	
IWS2 INVESTMENTS LLC	1095894	958 MINDA ST	
IWS2 INVESTMENTS LLC	1095895	954 MINDA ST	
IWS2 INVESTMENTS LLC	1095896	950 MINDA ST	
IWS2 INVESTMENTS LLC	1095897	946 MINDA ST	
IWS2 INVESTMENTS LLC	1095898	942 MINDA ST	
IWS2 INVESTMENTS LLC	1095899	938 MINDA ST	
IWS2 INVESTMENTS LLC	1095900	934 MINDA ST	
IWS2 INVESTMENTS LLC	1095901	930 MINDA ST	
IWS2 INVESTMENTS LLC	1095902	926 MINDA ST	
IWS2 INVESTMENTS LLC	1095903	922 MINDA ST	
IWS2 INVESTMENTS LLC	1095904	918 MINDA ST	
IWS2 INVESTMENTS LLC	1095905	914 MINDA ST	
IWS2 INVESTMENTS LLC	1095906	910 MINDA ST	
IWS2 INVESTMENTS LLC	1095907	906 MINDA ST	
IWS2 INVESTMENTS LLC	1095908	902 MINDA ST	
SANFORD CONSTRUCTION LLC	1095909	898 MINDA ST	Applicant
SANFORD CONSTRUCTION LLC	1095910	894 MINDA ST	Applicant

NOTIFICATION MAP

LOCATION MAP



ZONING MAP


LI
HI
974957
974937
HI
44197
47073
HAILEY ST
974968
EDNA ST
RS-6
RS-6
974970
974967
974966
974963
RS-6
107518
1095878
1095881
1095884
1095887
1095890
HI
59145
PD
1095908
1095905
1095902
1095899
1095896
1095891
MINDA ST
NR
RS-6
974971
56495
56632
56763
56906
57037
57167
SUNRISE AV
63063
62791
62389
RS-6
62008
61762
61621
61477
61344
65093
64969
64709
RS-6
1083634
63682
63948
64207
64454
LUZON ST
66452
66688
RS-6
68059
67687
1093094
67185
66924
108950
RS-6
PROF BYNUM WY
974974
HI
RS-6
MF
N
W
E
S
Legend
Z-2025-16
Courier Parcels
HI (Heavy Industrial)
LI (Light Industrial)
NR (Neighborhood Retail)
MF (Residential - Multi-family)
RS (Residential - Single Family)
AO (Agricultural Open)
Collector
0.04
Miles

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-16 PDD-188 Amendment
ID # 25-000078 | **Started** 03/26/2025 at 9:45 AM

Address

970 Minda St, Abilene, TX USA 79602

Legal

Williams Estate Subdivision Blk Block 23 Lot Lot Se 97x
Williams Estate Sub, Lot E50 S140 Of 23

Description

Applicant is requesting to amend PDD-188 by reducing the side yard setback to 5-feet.

PROPERTY DETAILS

Property ID	974962
GEO ID	Sidp-1206
Enforcement Area	South E Hwy 80

PROPERTY ADDITIONAL INFORMATION

Account Number	66990002400
Property ID	Sidp-1206
Land Use	Vacant
High School	Ahs
Middle School	Craig
Elementary School	Thomas
Super Neighborhood	South E Hwy 80
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT
Iws2 Investments Llc	-	901 Industrial Blvd Abilene, TX 79602-7933	-	Property Owner

INFORMATION FIELDS

Owner Name
Bo Sanford

Agent Name
Jacob & Martin

Block
-

Lot
-

Acreage
-

Legal Description of property
Sanford Addition, Block A, Lots 1-34

Subdivision Name
-

Current Zoning
PD

Proposed Zoning
PD

Agree to Terms
YES

ORDINANCE NO. 53-2024

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

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

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

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

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

PASSED ON FIRST READING the 17th day of October, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 13th day of September, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 7th day of November, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 7th day of November, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land from Multi-Family (MF) to a Planned Development District (PDD-188) subject to the requirements set out in Exhibit B and the concept plan set out in Exhibit C.

Legal description being Block 23, 24, and the east 250 feet of the south 160 feet of Block 25, Williams Estate Subdivision, Abilene, Taylor County, Texas.

Located at 898-991 Minda Street.

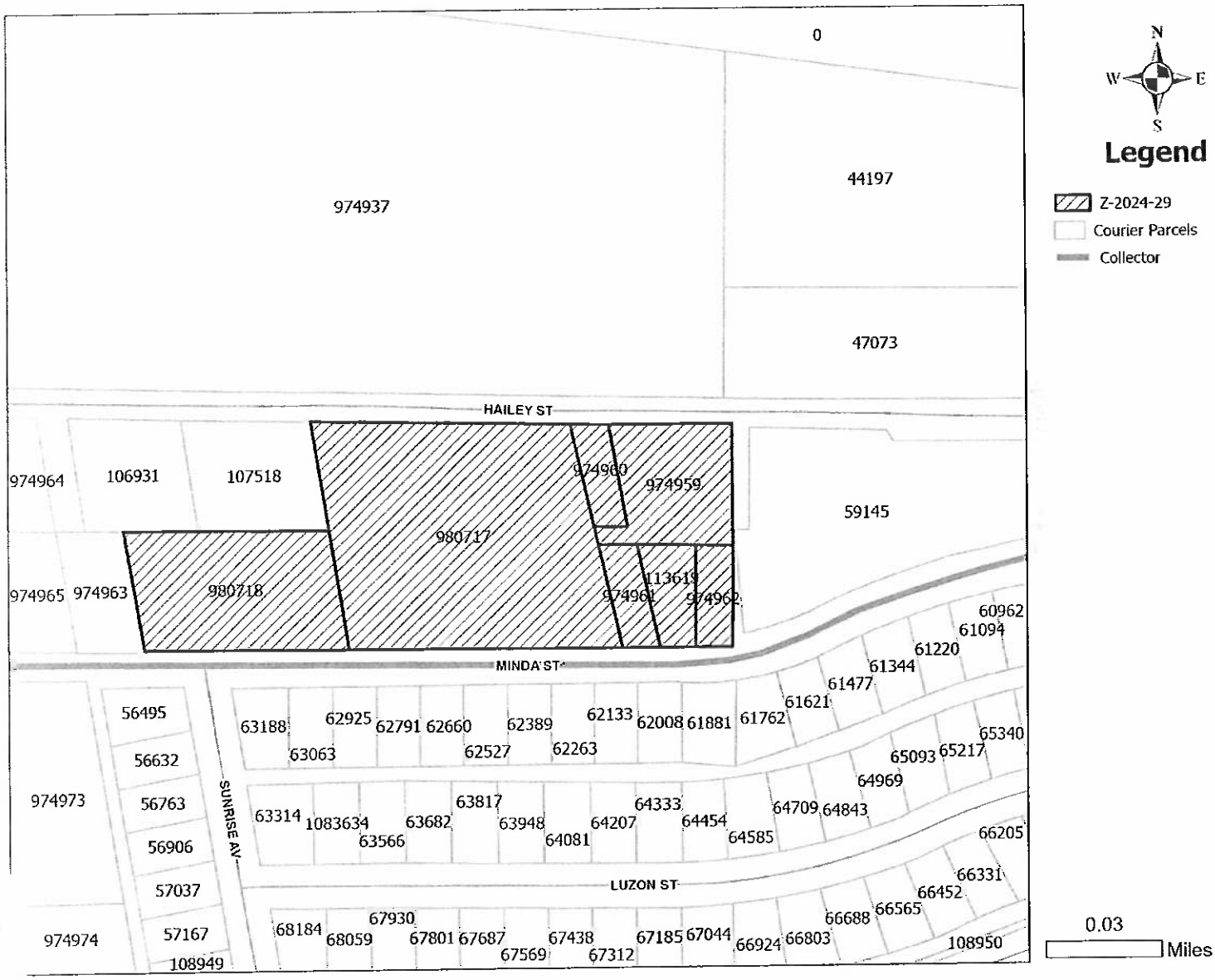


EXHIBIT B

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of the Planned Development District (PDD) is to allow for development of townhomes with only two units instead of the usual three or more; as well as traditional duplex developments.

Specific Modifications:

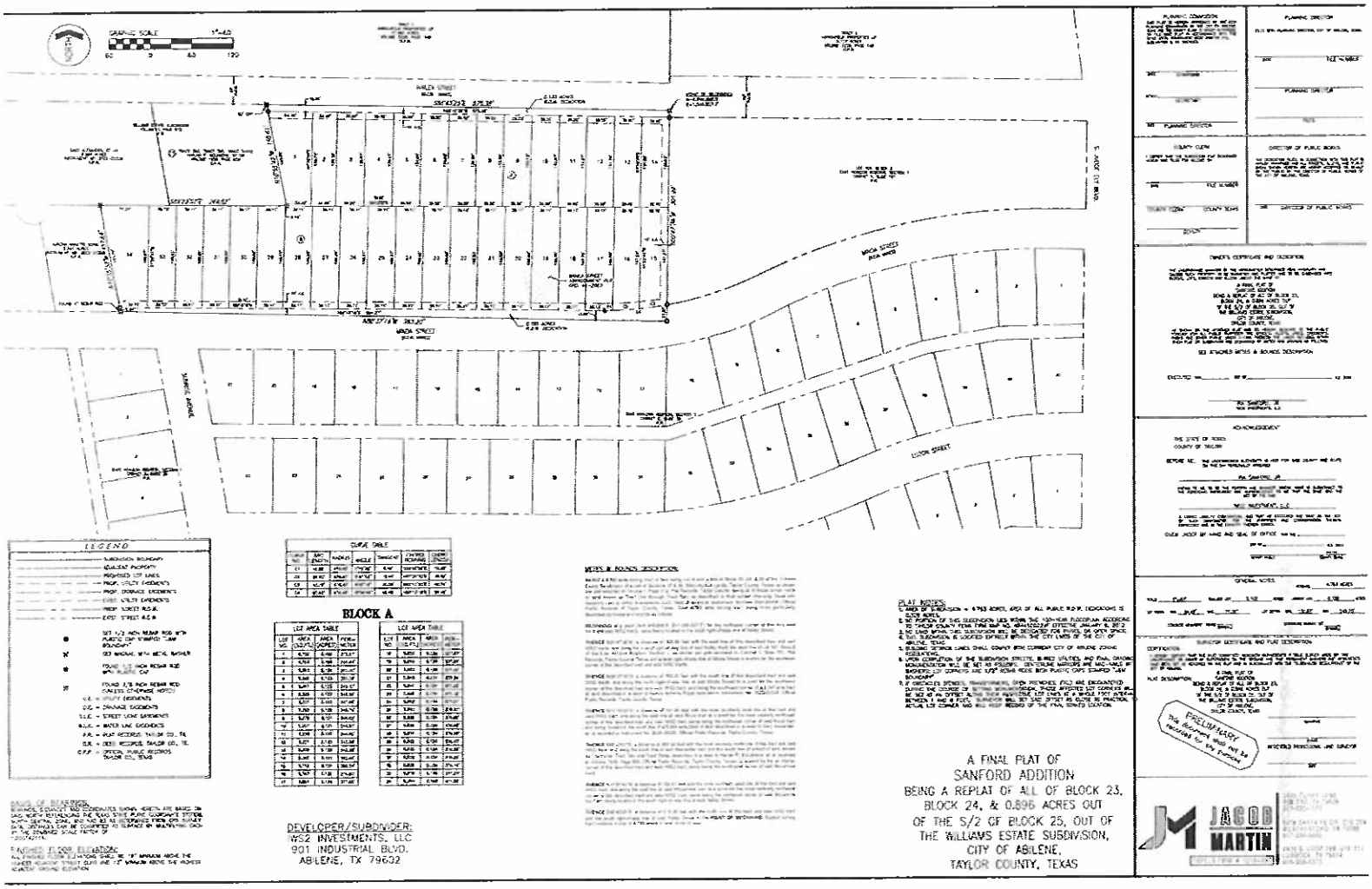
This Planned Development District shall be subject to the requirements of the Residential Town Home (TH) zoning district, except as modified below:

1. Permitted Uses and Specific Regulations
    a. All residential uses ordinarily permitted within Residential Town Home (TH) Zoning in addition to the following modifications:
        i. DWELLING -TOWNHOME
            1. The definition of DWELLING — TOWNHOME amended to be "one of a group of no less than two (2) nor more than two (2) attached dwelling units, separated by a fire-rated wall." NOTE: Ordinarily, no less than three (3) attached dwelling units are required.
        ii. DWELLING — DUPLEX
2. Site Layout & Building Requirements:
    a. DWELLING — TOWNHOME
        i. All site layout and building requirements ordinarily applicable within Residential Townhome (TH) Districts, except as otherwise specified within this section.
        ii. A contiguous row of attached townhome dwellings shall have a minimum length of two (2) dwelling units and a maximum length of two (2) dwelling units. NOTE: Ordinarily, a contiguous row of attached townhome dwellings must have a minimum length of three (3) dwelling units.
        iii. Townhome developments of no more than two units shall be exempt from the requirement of major Site Plan review by Abilene's Development Review Committee.
        iv. Setbacks:
            1. Minor Street: 10-feet
            2. Collector Street: 20-feet
            3. Arterial Street: 30-feet
            4. Side Yard: 6-feet
            5. Rear Yard: 20-feet

    b. DWELLING — DUPLEX
        i. All site layout and building requirements ordinarily applicable within Medium Density (MD) Districts shall apply.

Except as otherwise specified in and allowed by this ordinance, the use and development of this subject property shall be governed by regulations applicable to the Town Home (TH) zoning classification.

EXHIBIT C



END

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-16

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

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

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

JUN 4 AM 8:50

Requestor's Parcel ID:	Various	Your Name:	SANFORD CONSTRUCTION LLC	I am in favor of the request ☑
Requestor's Property Zoning:	PDD-188	Your Property Address:	894 MINDA ST	
Requestor's Proposed Zoning:	PDD-188	Your Parcel ID:	1095910	I am opposed to the request ☐

Signature: Elva Wayne Sanford
325-669-9830

Sanford Construction, LLC.

Commercial and Residential General Construction

March 25, 2025

To Whom It May Concern,

Jacob/Martin Engineering has my permission to sign for me as my agent on matters concerning Planning and Zoning with the City of Abilene. This will include projects for Sanford Construction, LLC. and IWS2 Investments, LLC.

Thank you,

Ira Wayne Sanford, Jr (Bo)

IWS2 Investments, LLC.
Sanford Construction, LLC.
901 Industrial Blvd.
Abilene, Texas 79602

901 Industrial Blvd Abilene, Texas 79602 // 325-669-9831 Bus. // sanconllc1@gmail.com

REZONE REQUEST

Case: Z-2025-16

Agent: Jacob & Martin, LLC

Request: Amend the terms and conditions of a Planned Development District (PDD-188). Specifically, to reduce the interior side yard setback to 5 feet.

Location: 894-970 Minda St and 933-985 Hailey St

Notification: 0 in Favor, 0 in Opposition

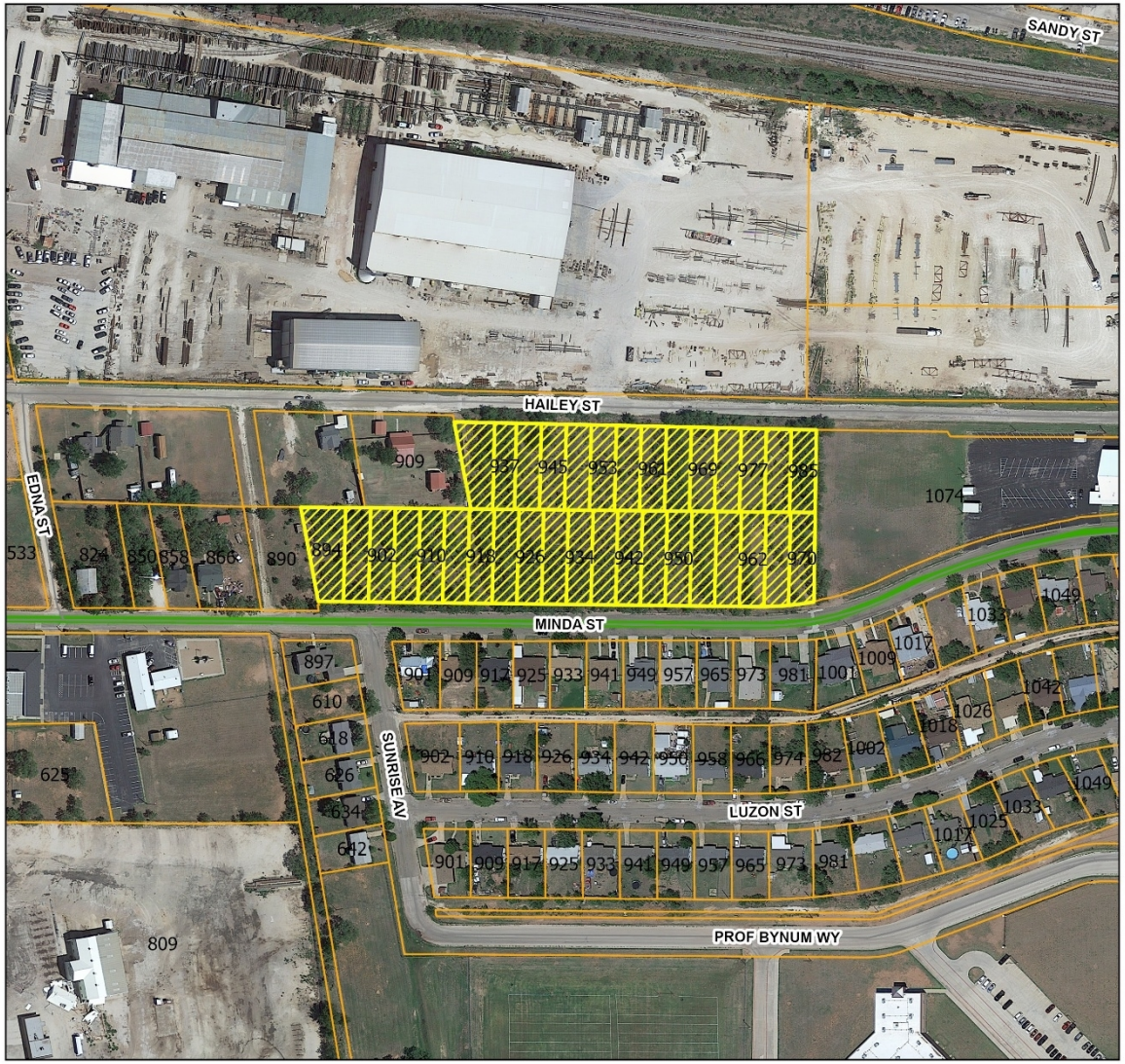
Planning & Zoning: June 03, 2015

Council Hearing: June 12, 2025

June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W E
S

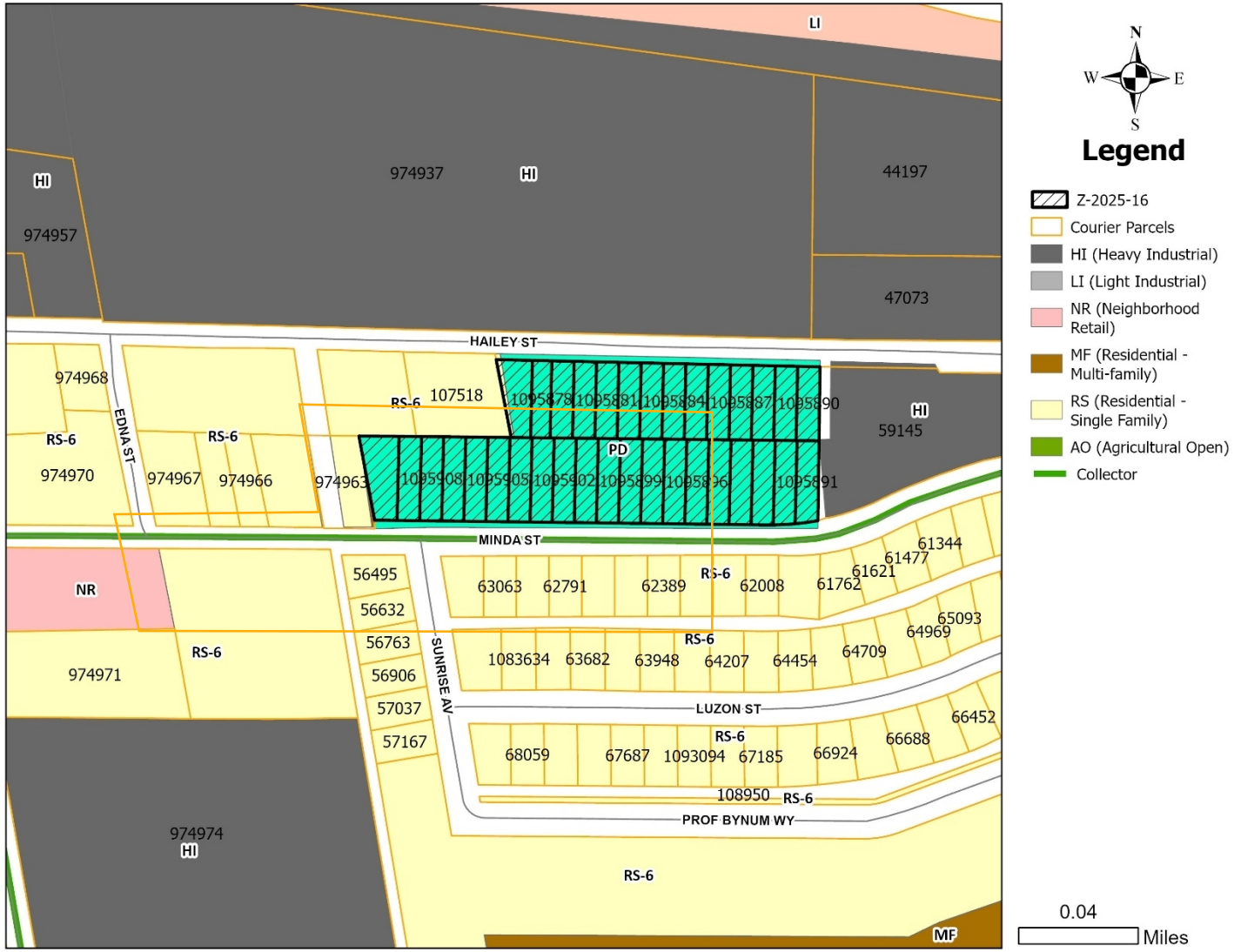
Legend

- Z-2025-16
- Courier Parcels
- Collector

0.04 Miles

CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

Legend

- Z-2025-16
- Courier Parcels
- HI (Heavy Industrial)
- LI (Light Industrial)
- NR (Neighborhood Retail)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Collector

0.04 Miles

CITY OF ABILENE TEXAS

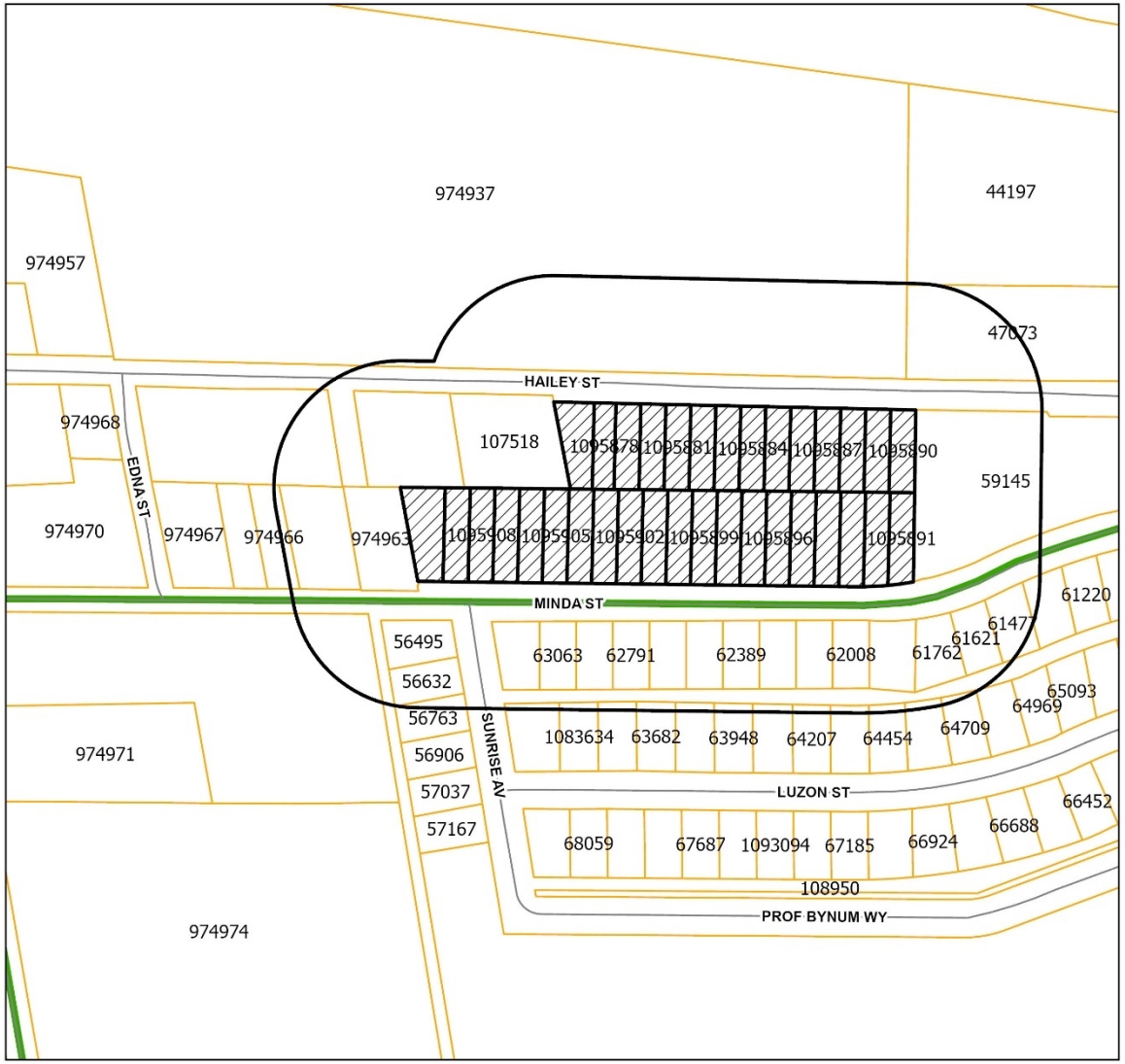
PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Z-2025-16
- Notification Buffer
- Courier Parcels
- Collector

0.04 Miles

0 - in Favor -

0 - in Opposition -

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **21. Ordinance (First Reading) Z-2025-17: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Rezone Approximately 2.06 Acres from Agricultural Open (AO) to Multi-Family (MF). Located at 5233 Old Andy Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City in 1959 as Agricultural Open (AO) and has remained vacant since.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (7)
2. Staff Report (5)

3. Metes and Bounds (2)
4. Application (14)
5. Presentation (7)

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 2.06 acres from Agricultural Open (AO) to Multi Family (MF).

Legal description as follows:

BEGINNING AT A 1" PIPE FOUND ON THE SBL OF OLD ANDY STREET (60 FOOT RIGHT-OF-WAY) AT THE NORTHWEST CORNER OF A 2.03 ACRE TRACT RECORDED IN VOLUME 623, PAGE 494, DEED RECORDS, TAYLOR COUNTY, TEXAS FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A ½" REBAR FOUND ON THE NBL OF A 0.383 ACRE TRACT RECORDED IN INSTRUMENT NO. 2013-15469, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS BEARS N60°40'58"W 130.50 FEET;

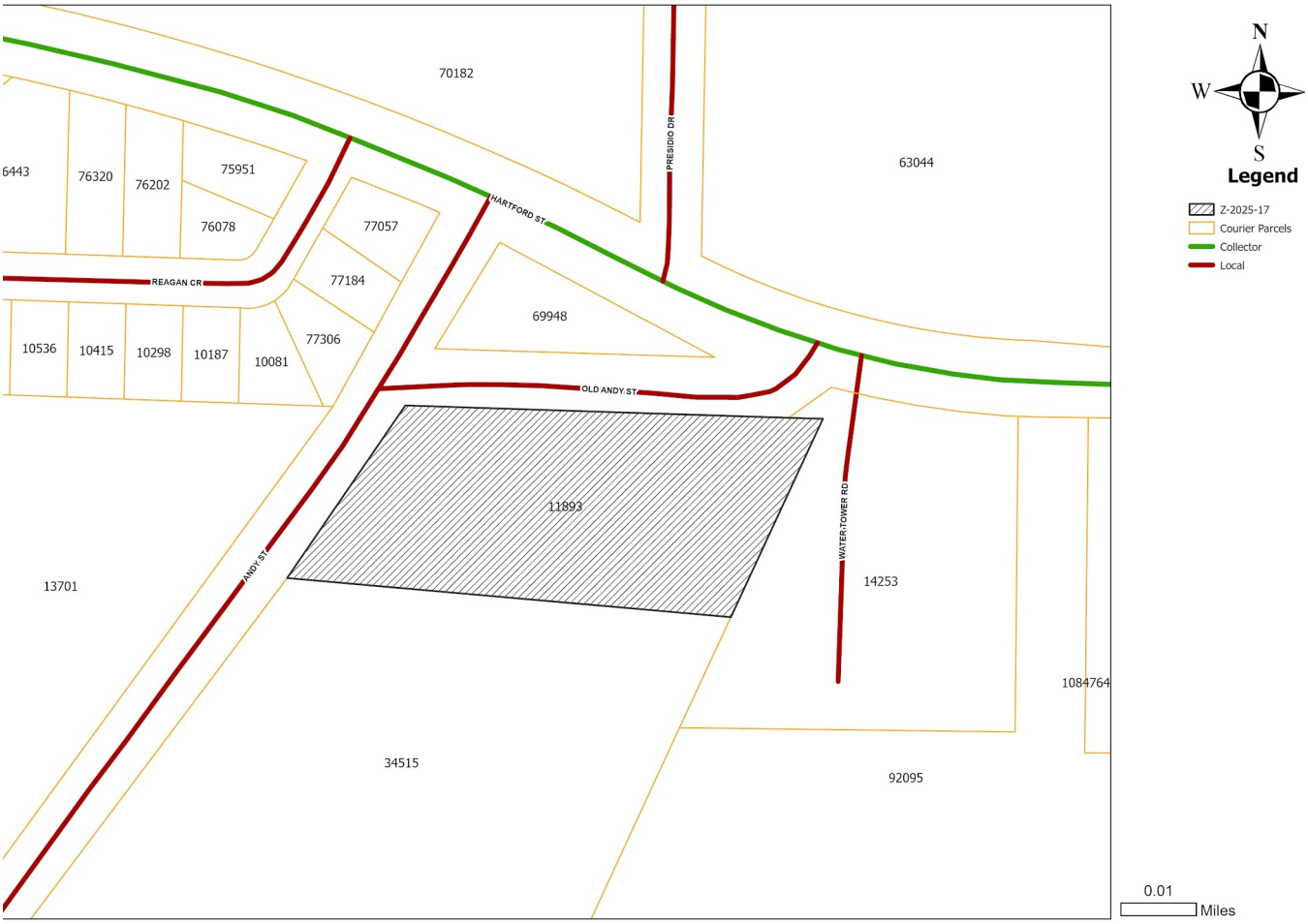
THENCE S25°32'00"W 229.36 FEET TO A ⅜" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 1 BLOCK A, CONTINUATION NO. 2, TOWN AND COUNTRY VILLAGE ADDITION, AS SHOWN BY PLAT RECORDED IN CABINET 1, SLIDE 408, PLAT RECORDS, TAYLOR COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE NORTHEAST CORNER OF SAID LOT 8 IS RECORDED TO BEAR N23°37'04"E 245.0 FEET AND S89°34'06"E 1094.1 FEET;

THENCE N84°48'27"W AT 465.84 FEET PASS A ⅜" REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 AND CONTINUE ALONG FOR A TOTAL DISTANCE OF 471.91 FEET TO A POINT ON THE EBL OF ANDY STREET (60 FOOT RIGHT-OF-WAY) FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N37°03'18"E 219.51 FEET ALONG THE EBL OF ANDY STREET TO A POINT ON THE SBL OF OLD ANDY STREET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S88°33'56"E, ALONG THE SBL OF OLD ANDY STREET, AT 8.93 FEET PASS A ½" REFERENCE REBAR FOUND AND CONTINUE ALONG FOR A TOTAL DISTANCE OF 436.70 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.06 ACRES OF LAND.

Located at 5233 Old Andy Street


70182
6443
76320
76202
75951
76078
77057
77184
77306
REAGAN CR
HARTFORD ST
PRESIDIO DR
63044
69948
10536
10415
10298
10187
10081
OLD ANDY ST
11893
WATER TOWER RD
ANDY ST
13701
14253
1084764
34515
92095
N
W
S
Legend
Z-2025-17
Courier Parcels
Collector
Local
0.01
Miles

END

ZONING CASE
Z-2025-17
STAFF REPORT

.

Scheduled Hearings
Planning & Zoning Commission: June 03, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant
Agent: Samuel Edwards
Owner: Ricardo and Nidia Romo

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 2.06 acres from Agricultural Open (AO) to Multi Family (MF).

Location
Located at 5233 Old Andy. Legal description being 2.06 acres out of Lot 8, Anderson and Berry's Subdivision of the A. Thompson Survey NO. 37, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City in 1959 as Agricultural Open (AO) and has remained vacant since.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO/MF	School/Apartment
East	AO	Water Tower
South	MF	Apartments
West	AO/RS	Vacant Lot/Residence

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 use is consistent with the Future Land Use and Development Plan 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 multi family 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 will be subject to platting and any utilities that may be required will be addressed during that review.

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

Planning & Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Application
- Metes & Bounds
- Survey

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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:

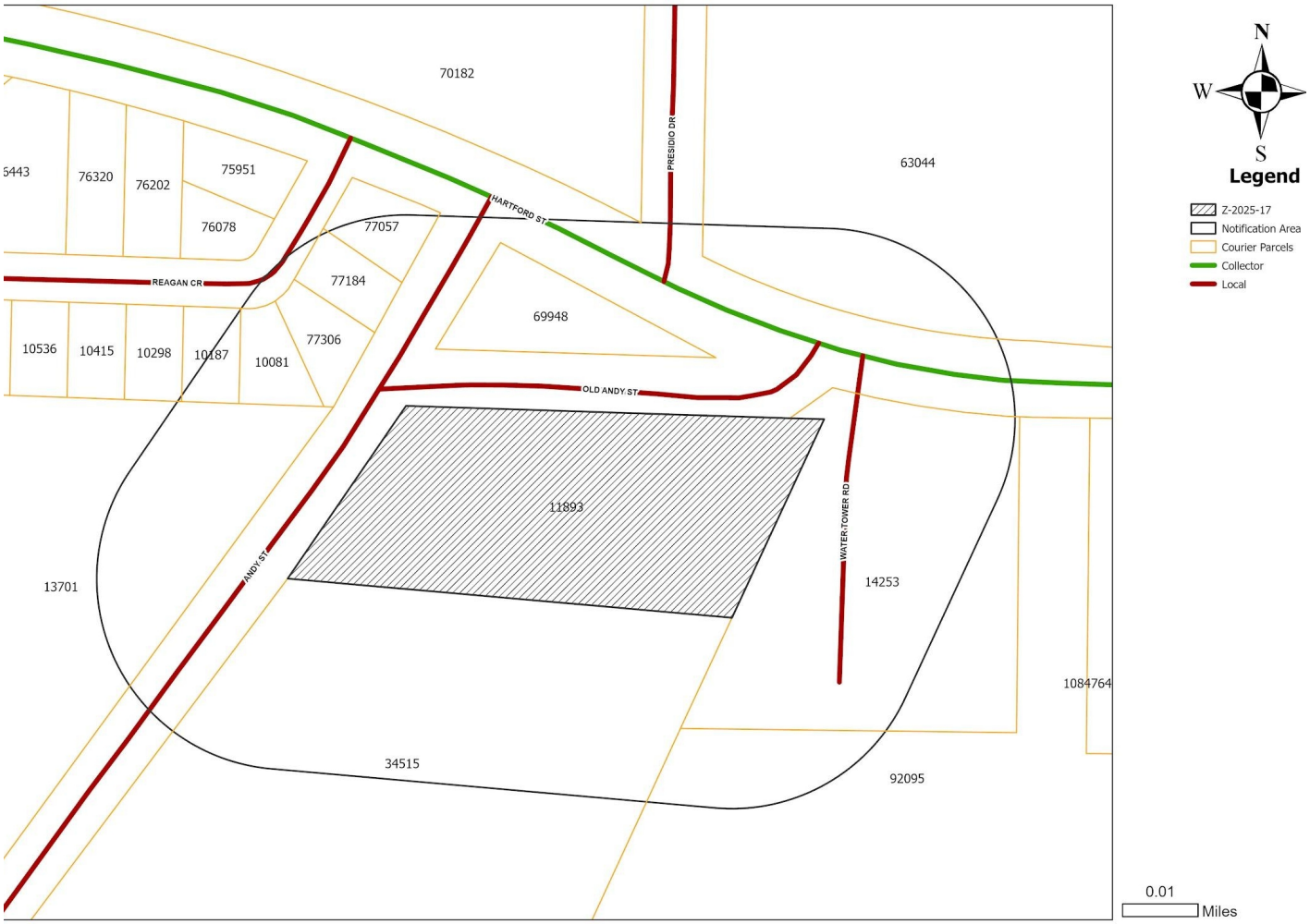
PROPERTY OWNER Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IND SCHOOL DIST	70182	5340 HARTFORD ST	
BEL AIR WEST LLC	63044	5220 HARTFORD ST	
CITY OF ABILENE	14253	5221 HARTFORD ST	
FL20 INC	13701	1373 CORSICANA AV	
FL20 INC	13701	1371X CORSICANA AV	
HOUSING AUTHORITY OF THE CITY OF ABILENE	34515	1351 ANDY ST	
JAKSTAS VERONICA	77306	5 REAGAN CR	
LANGHAM TOMMY LEE	10081	7 REAGAN CR	
MELLO DOUGLAS	77057	1 REAGAN CR	
MOORE HARTFORD LLC	92095	5201 HARTFORD ST	
MYERS CODY	10187	9 REAGAN CR	
ROMO RICARDO & NIDIA	69948	1301 ANDY ST	
ROMO RICARDO & NIDIA	11893	5233 OLD ANDY ST	
SCOVILLE MICHAEL ALLEN	10298	11 REAGAN CR	
TEXAS MIDWEST HOLDINGS LLC	77184	3 REAGAN CR	

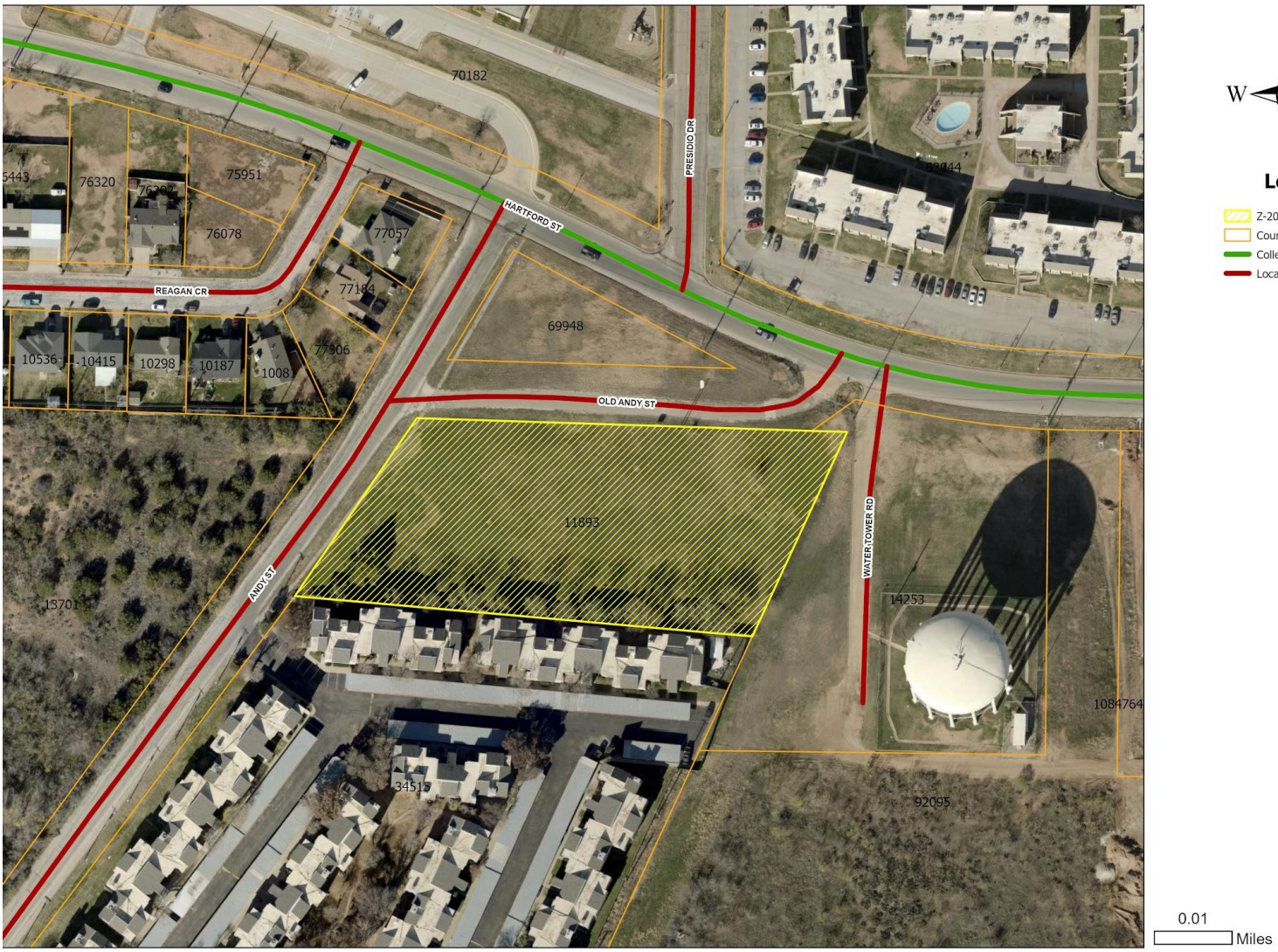
PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
LANGHAM TOMMY LEE	10081	7 REAGAN CR	
MYERS CODY	10187	9 REAGAN CR	
SCOVILLE MICHAEL ALLEN	10298	11 REAGAN CR	
ROMO RICARDO & NIDIA	11893	5233 OLD ANDY ST	
FL20 INC	13701	1373 CORSICANA AV	
FL20 INC	13701	1373X CORSICANA AV	
CITY OF ABILENE	14253	5221 HARTFORD ST	
HOUSING AUTHORITY OF THE CITY OF ABILENE	34515	1351 ANDY ST	
BEL AIR WEST LLC	63044	5220 HARTFORD ST	
ROMO RICARDO & NIDIA	69948	1301 ANDY ST	
ABILENE IND SCHOOL DIST	70182	5340 HARTFORD ST	
MELLO DOUGLAS	77057	1 REAGAN CR	
TEXAS MIDWEST HOLDINGS LLC	77184	3 REAGAN CR	
JAKSTAS VERONICA	77306	5 REAGAN CR	
MOORE HARTFORD LLC	92095	5201 HARTFORD ST	

NOTIFICATION MAP

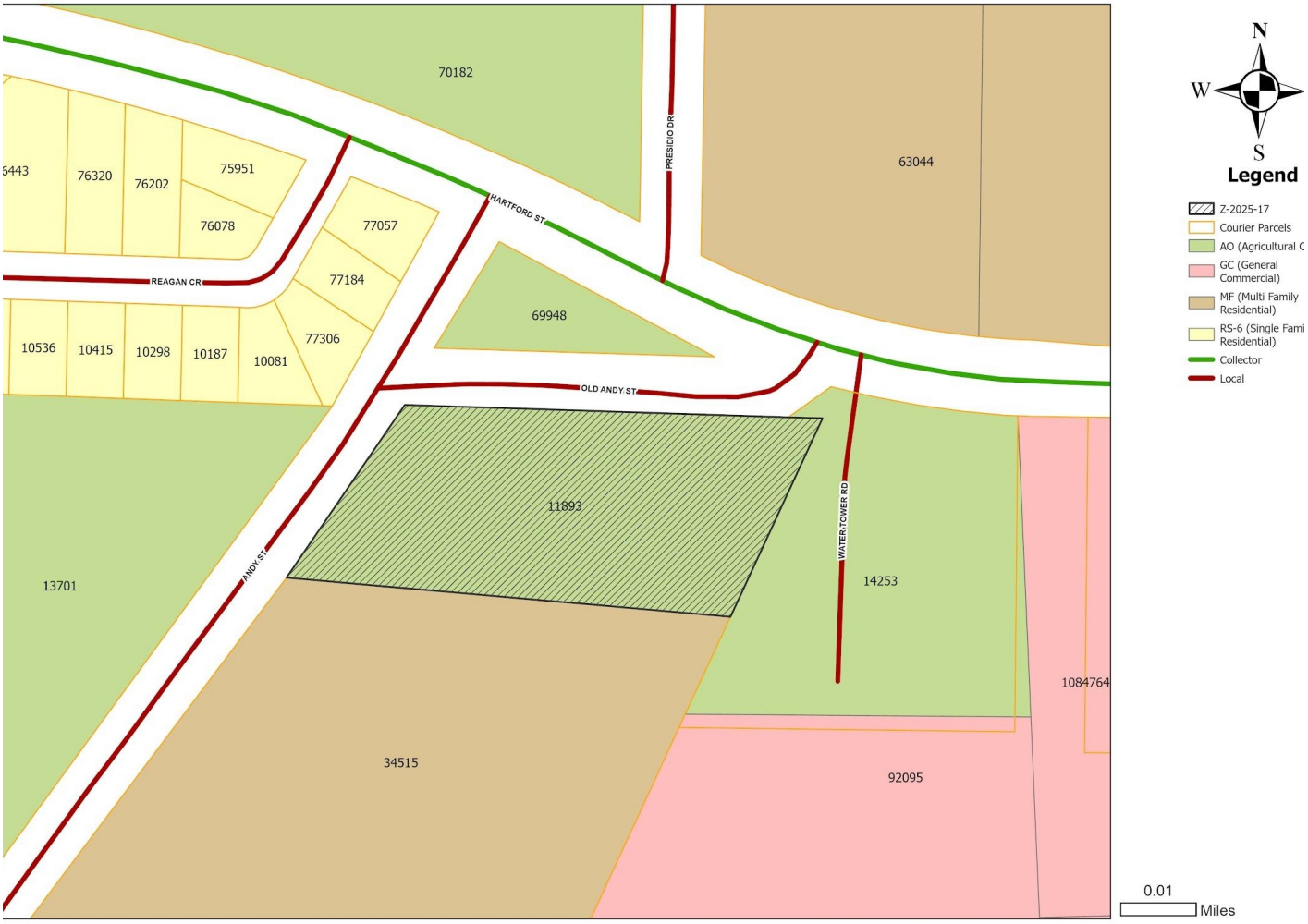

70182
63044
5443
76320
76202
75951
76078
77057
77184
77306
69948
10536
10415
10298
10187
10081
REAGAN CR
HARTFORD ST
PRESIDIO DR
OLD ANDY ST
ANDY ST
WATER TOWER RD
11893
13701
14253
1084764
34515
92095
N
W
S
Legend
Z-2025-17
Notification Area
Courier Parcels
Collector
Local
0.01
Miles

LOCATION MAP



Case # Z-2025-17
May 20, 2025

ZONING MAP


70182
63044
PRESIDIO DR
HARTFORD ST
REAGAN CR
ANDY ST
OLD ANDY ST
WATER TOWER RD
6443
76320
76202
75951
76078
77057
77184
77306
10536
10415
10298
10187
10081
69948
11893
13701
14253
1084764
34515
92095
N
W
S
Legend
Z-2025-17
Courier Parcels
AO (Agricultural C
GC (General Commercial)
MF (Multi Family Residential)
RS-6 (Single Fami Residential)
Collector
Local
0.01
Miles

FIELD NOTES
2.06 ACRES

BEING 2.06 acres out of Lot 8, Anderson and Berry's Subdivision of the A. Thompson Survey No. 37, Taylor County, Texas, as shown by plat recorded in Cabinet 2, Slide 134-B, Plat Records, Taylor County, Texas, said 2.06 acres being all of that same 2.06 acre tract described in Instrument No. 2013-15460, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 1" pipe found on the SBL of Old Andy Street (60 foot right-of-way) at the northwest corner of a 2.03 acre tract recorded in Volume 623, Page 494, Deed Records, Taylor County, Texas for the northeast corner of this tract, whence a 1/2" rebar found on the NBL of Old Andy Street and the SBL of Hartford Street (80 foot right-of-way) at the southeast corner of a 0.383 acre tract recorded in Instrument No. 2013-15469, Official Public Records, Taylor County, Texas bears N60°40'58"W 130.50 feet;

THENCE S25°32'00"W 229.36 feet to a 3/8" rebar found at the northeast corner of Lot 1, Block A, Continuation No. 2, Town and Country Village Addition, as shown by plat recorded in Cabinet 1, Slide 408, Plat Records, Taylor County, Texas for the southeast corner of this tract, whence the northeast corner of said Lot 8 is recorded to bear N23°37'04"E 245.0 feet and S89°34'06"E 1094.1 feet;

THENCE N84°48'27"W at 465.84 feet pass a 3/8" rebar found at the northwest corner of said Lot 1 and continue along for a total distance of 471.91 feet to a point on the EBL of Andy Street (60 foot right-of-way) for the southwest corner of this tract;

THENCE N37°03'18"E 219.51 feet along the EBL of Andy Street to a point on the SBL of Old Andy Street for the northwest corner of this tract;

THENCE S88°33'56"E, along the SBL of Old Andy Street, at 8.93 feet pass a 1/2" reference rebar found and continue along for a total distance of 436.70 feet to the place of beginning and containing 2.06 acres of land.

Surveyed on the ground April 6, 2022.

SEE ATTACHED PLAT

STATE OF TEXAS
REGISTERED
JAMES L. WILLIAMS, JR.
4885
PROFESSIONAL
LAND SURVEYOR

James L. Williams Jr.
R. P. L. S. #4885

Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File # 114-10-22-2.06ac
Firm Registration No. 10194134

ZONING APPLICATION

PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- Rezoning
- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment

ZONING APPLICATION

DOCUMENTS & MAPS

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

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

NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

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

SUBMITTAL INFORMATION

ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

https://public.mygov.us/tx_abilene

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

Planning and Development Services Department
555 Walnut Street, **Northeast Rear Entrance to City Hall**
325.676.6237
planning@abilenetx.gov

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

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

Fees can be paid online with credit card.

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

ZONING APPLICATION

PLANNING & ZONING COMMISSION

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

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

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

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

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

ZONING APPLICATION

2025 PLANNING AND ZONING COMMISSION

PD APPLICATION DEADLINE	ZONING APPLICATION DEADLINE	PLANNING & ZONING MEETING ***	CITY COUNCIL 1ST READING	CITY COUNCIL 2ND READING ***
11/16/24	12/03/24	01/07/25	01/23/25	02/13/25
12/14/24	12/31/24	02/04/25	02/27/25	03/13/25
01/11/25	01/28/25	03/04/25	03/27/25	04/10/25
02/08/25	02/25/25	04/01/25	04/24/25	05/08/25
03/15/25	04/01/25	05/06/25	05/22/25	06/12/25
04/12/25	04/29/25	06/03/25	06/26/25	07/10/25
05/10/25	05/27/25	07/01/25	07/24/25	08/14/25
06/14/25	07/01/25	08/05/25	08/28/25	09/11/25
07/12/25	07/29/25	09/02/25	09/25/25	10/09/25
08/16/25	09/02/25	10/07/25	10/23/25	11/06/25
09/13/25	09/30/25	11/04/25	11/20/25	12/04/25
10/11/25	10/28/25	12/02/25	12/18/25	01/08/26
11/15/25	12/02/25	01/06/26	01/22/26	02/12/26
12/13/25	12/30/25	02/03/26	02/26/26	03/12/26

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

2025 BOARD OF ADJUSTMENT

APPLICATION DEADLINE	MEETING DATE ***
12/10/24	01/14/25
01/07/25	02/11/25
02/04/25	03/11/25
03/04/25	04/08/25
04/08/25	05/13/25
05/06/25	06/10/25
06/03/25	07/08/25
07/08/25	08/12/25
08/05/25	09/09/25
09/09/25	10/14/25
10/08/25	11/12/25
11/04/25	12/09/25
12/09/25	01/13/2026

ZONING APPLICATION

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use Permit
- ☑ Rezoning
- ☐ Easement Release
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment

Relief Procedures

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

Other:

Project Name:

Address: 1301 Andy St. / 5233 Hartford St. Number of Lots: 1 Acreage: 2.06

Legal Description: A0317 SUR 37 Alexander Thompson, Tract 8 & 9 Anderson & Berry, Acres 2.06

Subdivision Name: Anderson and Berry Block: Lot: 8

Current Zoning: AO Proposed Zoning (if applicable): MF

OWNER AND AUTHORIZATION

Owner Name: Nidia Romo and Ricardo Romo

Address: 5233 Hartford St

City, State, Zip: Abilene, TX 79605 Fax:

Phone: Email:

Agent Name: Samuel Edwards

Address: 800 35th St.

City, State, Zip: Snyder, TX 79549 Fax:

Phone: 469 381 2308 Email: sam@cresolutions2.org

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

Signature of Owner: Date: 4-16-25

FOR OFFICE USE ONLY

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

ZONING APPLICATION

Zoning Application Page 2 of 3

Existing Zoning

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

Reason for Zoning Change

For Development of Multifamily. To Provide new homes in this area.

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.

ZONING 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 it does to the best of my knowledge.

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

   Yes.

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

   Yes.

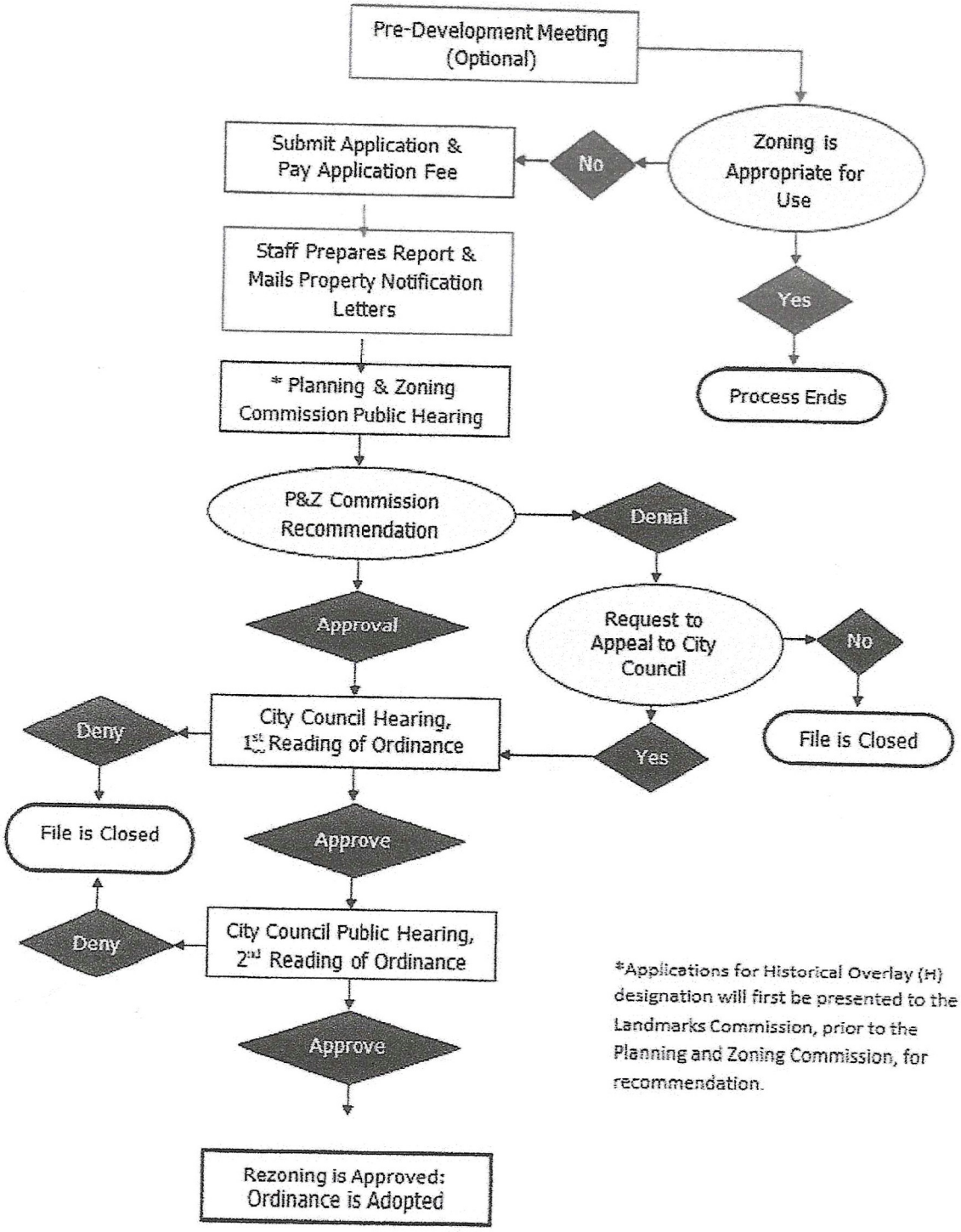
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

   No.

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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



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

ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Anderson & Berry
Zoning Classification(s): AO
Location: 5233 Hartford St.
Total Number of Acres: 2.06
Total Number of Lots: 1

Property Owner Information & Authorization

Name/Company: Nidia Romo and Ricardo Romo
Address: 5233 Hartford St.
City: Abilene State: Texas Zip Code: 79605
Phone: Email:

Project Representation (check one):

☐ I will represent the application myself; OR
☑ I hereby designate Samual Edwards (*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: [signature] **Date:** 4-16-25

STATE OF: Texas

COUNTY OF: Fort Bend

BEFORE ME, a Notary Public, on this day personally appeared Nidia Romo (*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 16th day of April, 2025

RUBAB L. KHAN
Notary Public, State of Texas
Comm. Expires 08-14-2028
Notary ID 135041032

[signature] exp. 08-14-2028
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

Name: Samual Edwards Company: C'Eller Real Estate Solutions II LLC
Address: 800 39th St. City: Snyder State: Texas
Zip Code: 79549 Number: 469 381 2308 Email: sam@cresolutions2.org

ZONING 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)*: Samual Edwards

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

ZONING APPLICATION

Disclosure of Interest

Disclosure Questions

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

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

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

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

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

N/A

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)*: Nidia Romo

Property Owner ☑ Project Representative ☐

Signature of Certifying Person: [signature]

*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

ZONING 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: Nicha Lance

DATE: 4-16-25

ZONING 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 April 16, 20 25

*(cross out the inapplicable phrase)

REZONE REQUEST

Case: Z-2025-17

Agent: Samuel Edwards

Request: Change the zoning of approximately 2.06 acres from Agricultural Open (AO) to Multi Family (MF)

Location: Located at 5233 Old Andy Street.

Notification: 0 in Favor, 0 in Opposition

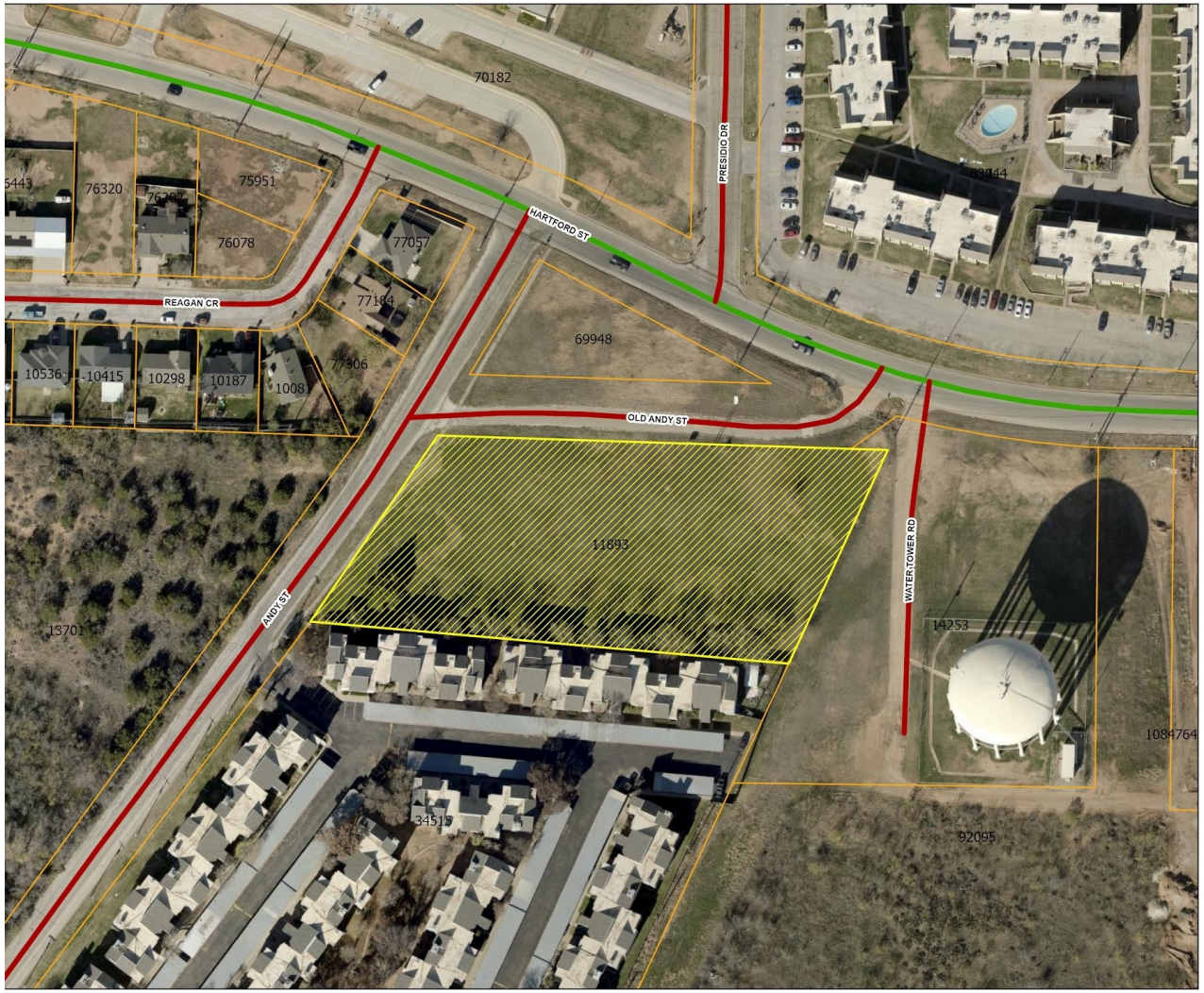
Planning & Zoning: June 03, 2025

Council Hearing: June 12, 2025

June 26, 2025

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



N
W
S

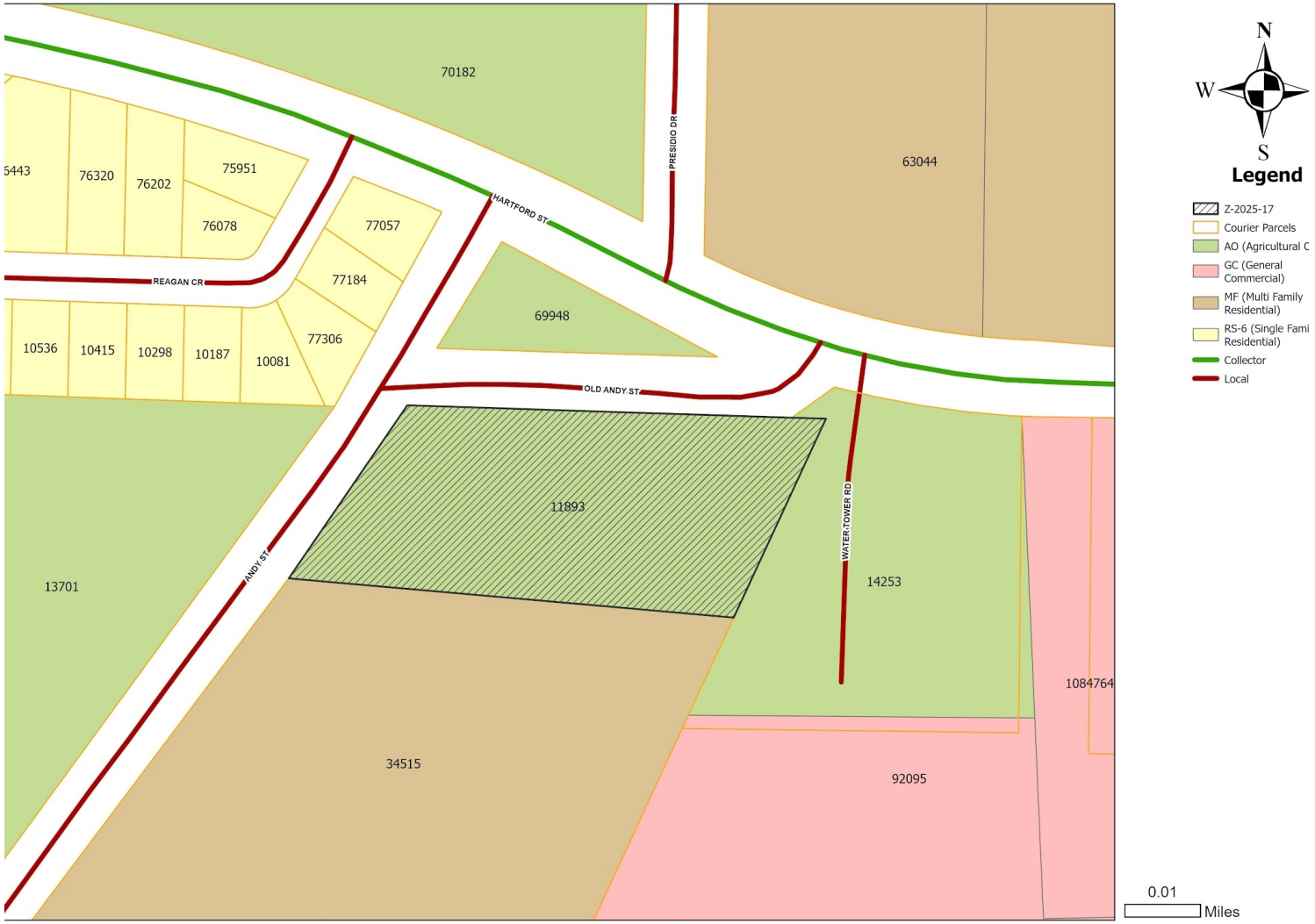
Legend

- Z-2025-17
- Courier Parcels
- Collector
- Local

0.01 Miles

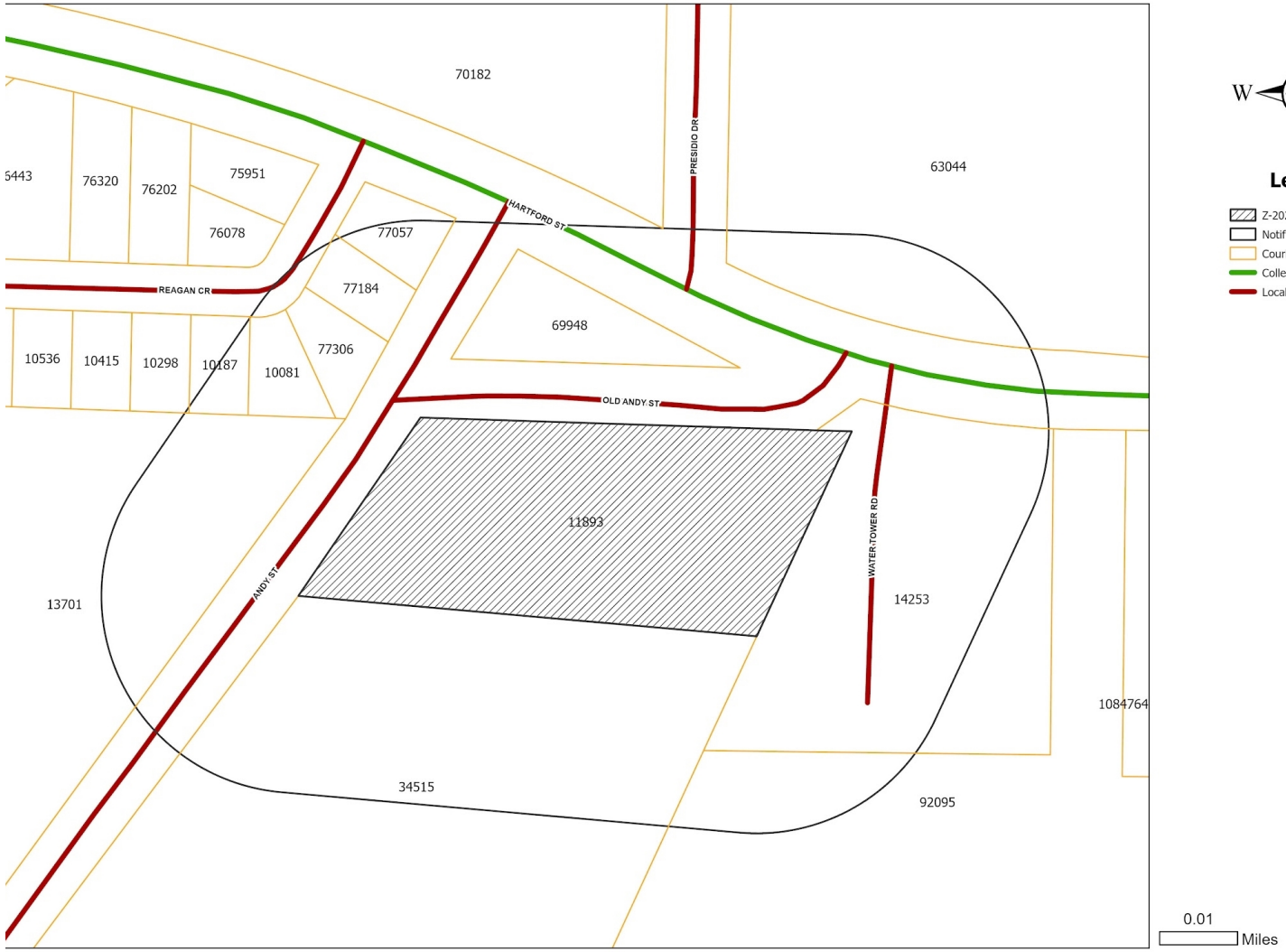
CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W
S

Legend

- Z-2025-17
- Notification Area
- Courier Parcels
- Collector
- Local

0 - in Favor -

0 - in Opposition -

% OPPOSITION

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Personal Care Facility
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

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

SUBJECT: **22. Ordinance (First Reading) Z-2025-18: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Rezone Approximately 12.96 Acres from Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O) to Neighborhood Retail (NR) and General Retail (GR). Located at 6817X Horse Head Crossing *(Tim Littlejohn)***

GENERAL INFORMATION

The subject properties were annexed to Abilene City Limits in 1980 as Agricultural Open Space (AO) Zoning. In June of 2019 the properties were then zoned to Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O). Since its rezoning in 2019 the properties surround this area have developed making the proposed zoning change necessary.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance (8)
2. Z-2025-18 Staff Report (1)
3. Application (15)
4. Zoning Boundaries Exhibit
5. Legal for Proposed GR Zoning (1)
6. Legal for Proposed NR Zoning (1)
7. PB 6950 LLC - Favor
8. Opposition to Zoning Case #Z-2025-18 - 6733 Potter-Bacon
9. 6725 Potter-Bacon Trl - Opposed
10. DLG Big Country Properties - Favor
11. Owner Authorization (6)
12. Z-2025-18 Presentation (1)

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 12th day of June, 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 22nd day of May, 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 10:00 a.m. on the 26th day of June, 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 26th day of June, 2025.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 12.96 acres from Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O) to Neighborhood Retail (NR) and General Retail (GR).

Located at 6817X Horse Head Crossing.

Legal description for Neighborhood Retail (NR) as follows:

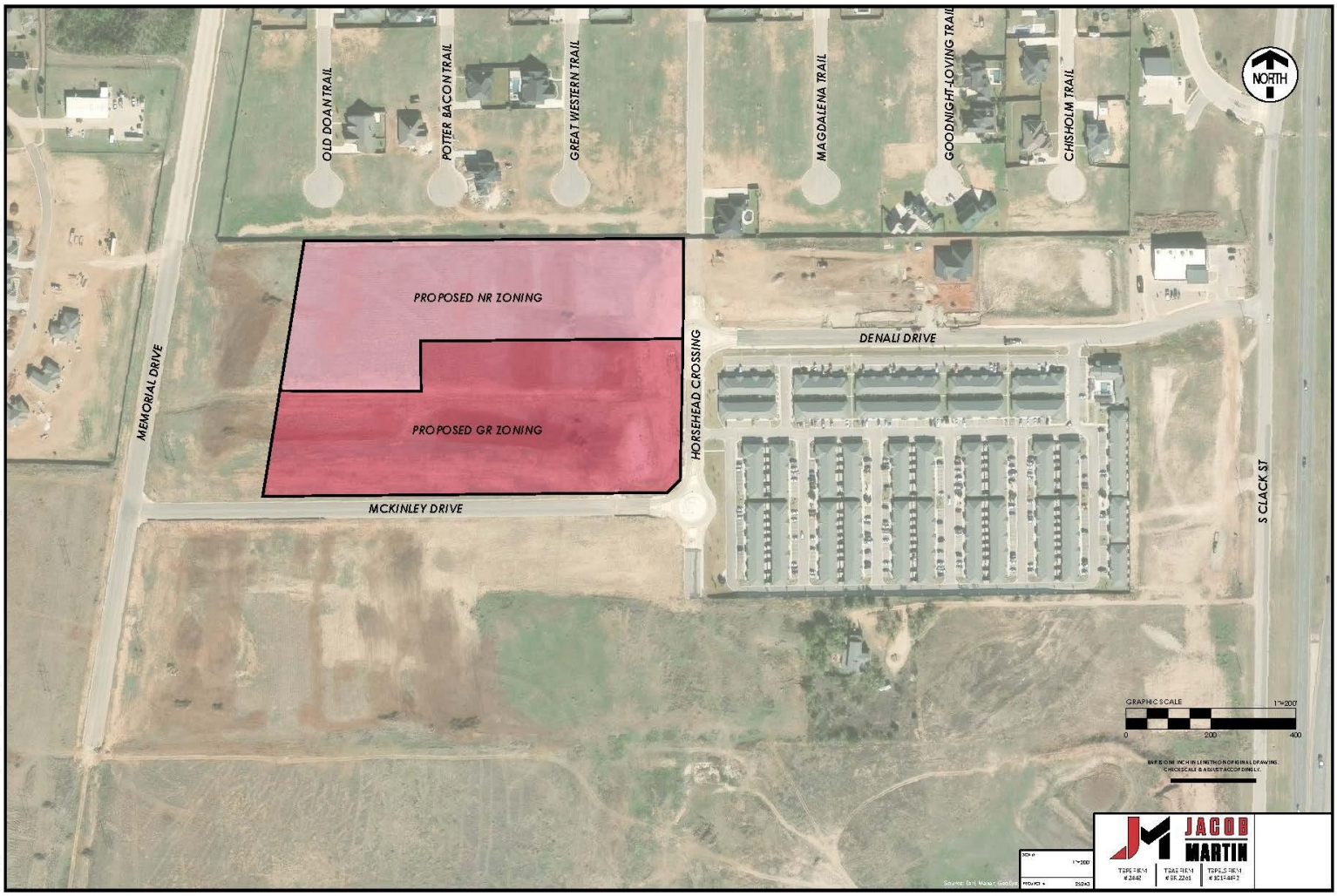
BEING a 5.88 acre zoning tract out of Lot 201, Block C, The Denali Addition, as shown per replat recorded in Cabinet 5, Slide 92, Plat Records, Taylor County, Texas. Said 5.88 acre tract being more particularly described as follows:
BEGINNING at a point for the northeast corner of this described tract and said Lot 201 and being the northwest right-of-way corner of Horse Head Crossing;
THENCE S00°16'40"W, a distance of 238.36 along the east line of this described tract and said Lot 201, and along the west right-of-way line of said Horse Head Crossing to a point for the southeast corner of this described tract;
THENCE along the south line of this described tract and over and across said Lot 201 the following bearings and distances:
•S89°27'25"W, a distance of 617.94 feet to a point;
•S00°32'34"E, a distance of 119.61 feet to a point;
•N89°43'20"W, a distance of 332.52 feet to a point for the southwest corner of this described tract and being in the west line of said Lot 201;
THENCE N09°07'47"E, a distance of 360.46 feet along the west line of this described tract and said Lot 201 to a point for the northwest corner of this described tract and said Lot 201;
THENCE N89°35'43"E, a distance of 893.27 feet along the north line of this described tract and said Lot 201 to the POINT OF BEGINNING and containing 5.88 acres of land, more or less.

Legal description for General Retail (GR) as follows:

BEING a 7.14 acre zoning tract out of Lot 201, Block C, The Denali Addition, as shown per replat recorded in Cabinet 5, Slide 92, Plat Records, Taylor County, Texas. Said 7.14 acre tract being more particularly described as follows:
BEGINNING at a point for the most southerly southeast corner of this described tract and said Lot 201 and being at the south corner of a clip corner between the east right-of-way line of Horse Head Crossing and the north right-of-way line of McKinley Drive;
THENCE S89°27'26"W, a distance of 952.83 feet along the south line of this described tract and said Lot 201, and along the north right-of-way line of said McKinley Drive to a point for the southwest corner of this described tract and said Lot 201;
THENCE N09°07'47"E, a distance of 253.76 feet along the west line of this described tract and said Lot 201 to a point for the northwest corner of this described tract;
THENCE along the north line of this described tract and over and across said Lot 201 the following bearings and distances:
•S89°43'20"E, a distance of 332.52 feet to a point;
•N00°32'34"W, a distance of 119.61 feet to a point;
•N89°27'26"E, a distance of 617.94 feet to a point for the northeast corner of this described tract;
THENCE S01°07'57"W, a distance of 335.15 along the east line of this described tract and said Lot 201, and along the west right-of-way line of said Horse Head Crossing to a point for the most easterly southeast corner

of this described tract and said Lot 201, also being the north corner of the clip corner between said Horse Head Crossing and said McKinley Drive;

THENCE S44°52’03”W, a distance of 42.73 feet along the southeast line of this described tract and said Lot 201, and along said clip corner to the POINT OF BEGINNING and containing 7.14 acres of land, more or less.



-END-

ZONING CASE
Z-2025-18
STAFF REPORT

.

Scheduled Hearings

Planning & Zoning Commission: June 03, 2025
City Council 1st Reading: June 12, 2025
City Council 2nd Reading: June 26, 2025

Applicant

Agent: Jacob & Martin, LLC
Owner: PB 6950, LLC

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 12.96 acres from Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O) to Neighborhood Retail (NR) and General Retail (GR).

Location

Located at 6817X Horse Head Crossing.

Legal description being Lot 201, Block C, The Denali Addition, Abilene, Taylor County, Texas.

Background

The subject properties were annexed to Abilene City Limits in 1980 as Agricultural Open Space (AO) Zoning. In June of 2019 the properties were then zoned to Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O). Since its rezoning in 2019 the properties surround this area have developed making the proposed zoning change necessary.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-8	Residence
East	O/CUP	Residence
South	MF	Vacant
West	GR	Doctor Office

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 use is consistent with the Future Land Use and Development Plan 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 with the surrounding residential uses, it embodies good transitional development as it connects residents to the adjacent commercial and office 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.
All services are provided.

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

P&Z Recommendation
The Planning and Zoning Commission recommends **approval.**

Attachments

- PowerPoint Presentation
- Project Overview

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 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

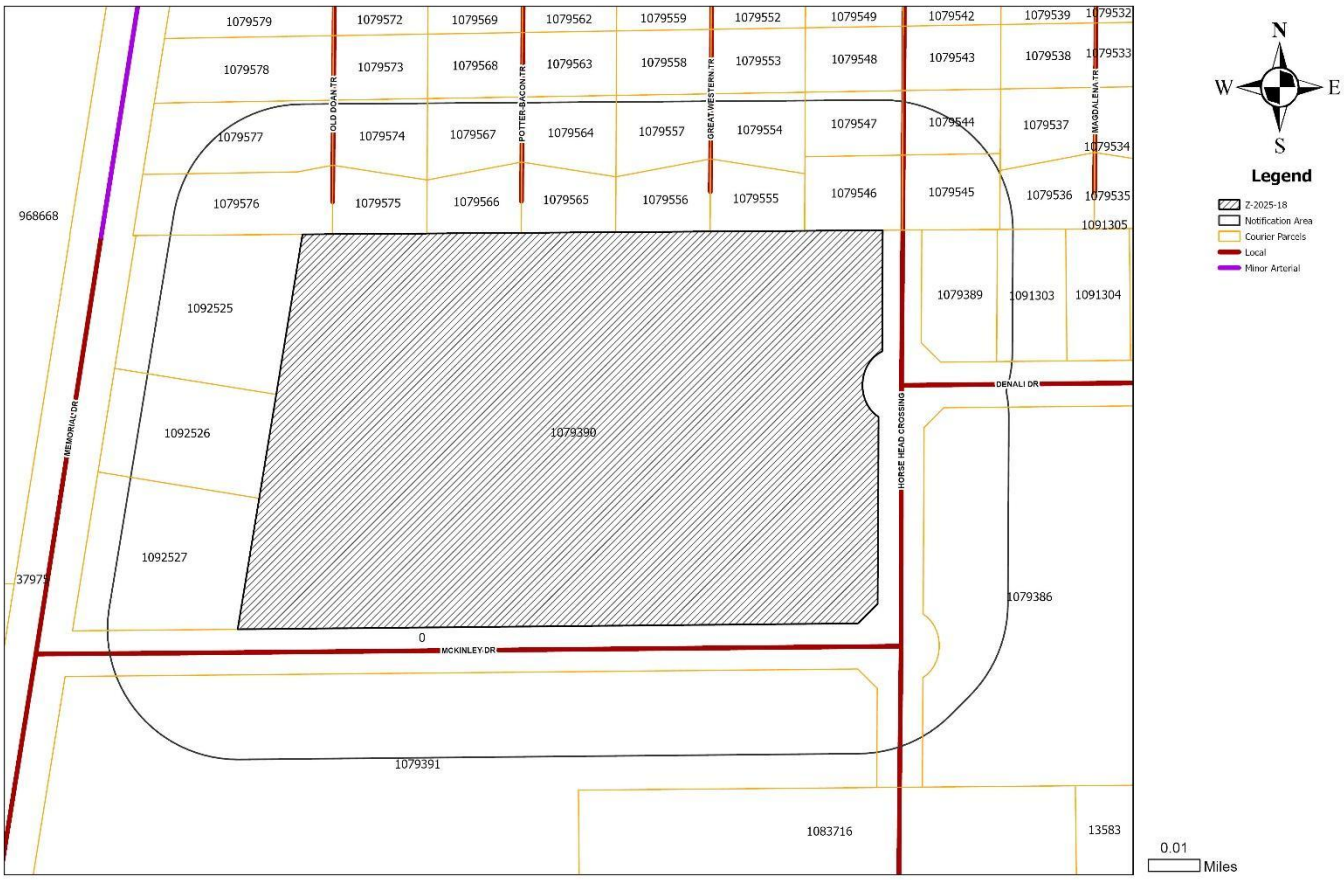
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
AKINS CLIFF SCOTT & SHANNON KAYE	1079544	6733 HORSE HEAD CROSSING	
CRAIN TERRY W & GAIL E	1079577	6734 OLD DOAN TR	
DLG BIG COUNTRY PROPERTIES LLC	1079389	1938 DENALI DR	F
DLG BIG COUNTRY PROPERTIES LLC	1091303	1922 DENALI DR	F
FEL INVESTMENT LLC	1079557	6734 GREAT WESTERN TR	
FUNERAL DIRECTORS LIFE INS CO	1079536	6742 MAGDALENA TR	
FUNERAL DIRECTORS LIFE INS CO	1079566	6742 POTTER-BACON TR	
FUNERAL DIRECTORS LIFE INS CO	1079567	6734 POTTER-BACON TR	
FUNERAL DIRECTORS LIFE INS CO	1079565	6741 POTTER-BACON TR	
FUNERAL DIRECTORS LIFE INS CO	1079556	6742 GREAT WESTERN TR	
FUNERAL DIRECTORS LIFE INS CO	1079555	6741 GREAT WESTERN TR	
FUNERAL DIRECTORS LIFE INS CO	1079547	6734 HORSE HEAD CROSSING	
HAGLER LUTHER CLINTON JR & GLORIA DENISE	1079574	6733 OLD DOAN TR	
HAGLER LUTHER CLINTON JR & GLORIA DENISE	1079575	6741 OLD DOAN TR	
JULIEN FAMILY TRUST	1079545	6741 HORSE HEAD CROSSING	
NELSON TIMOTHY O	1079576	6742 OLD DOAN TR	
NN HOMES LLC	1079554	6733 GREAT WESTERN TR	
PB 6950 LLC	1079391	6887 MEMORIAL DR	F
PB 6950 LLC	1079391	6819 MEMORIAL DR	F
PB 6950 LLC	1079391	6853 MEMORIAL DR	F
PB 6950 LLC	1079390	6817X HORSE HEAD CROSSING	APPLICANT
PB 6950 LLC	1092525	6715 MEMORIAL DR	F
SANDOVAL ANTHONY BISENTE & MELEIGHA KELSEY-LYNN	1079546	6742 HORSE HEAD CROSSING	
SCP15 PARTNERS LP	1079386	1701 DENALI DR	
TREINTAA CONSORTIUM LLC	1092527	6771 MEMORIAL DR	
TREINTAA CONSORTIUM LLC	1092526	6743 MEMORIAL DR	
WOLFE KELSEY	1079564	6733 POTTER-BACON TR	O

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

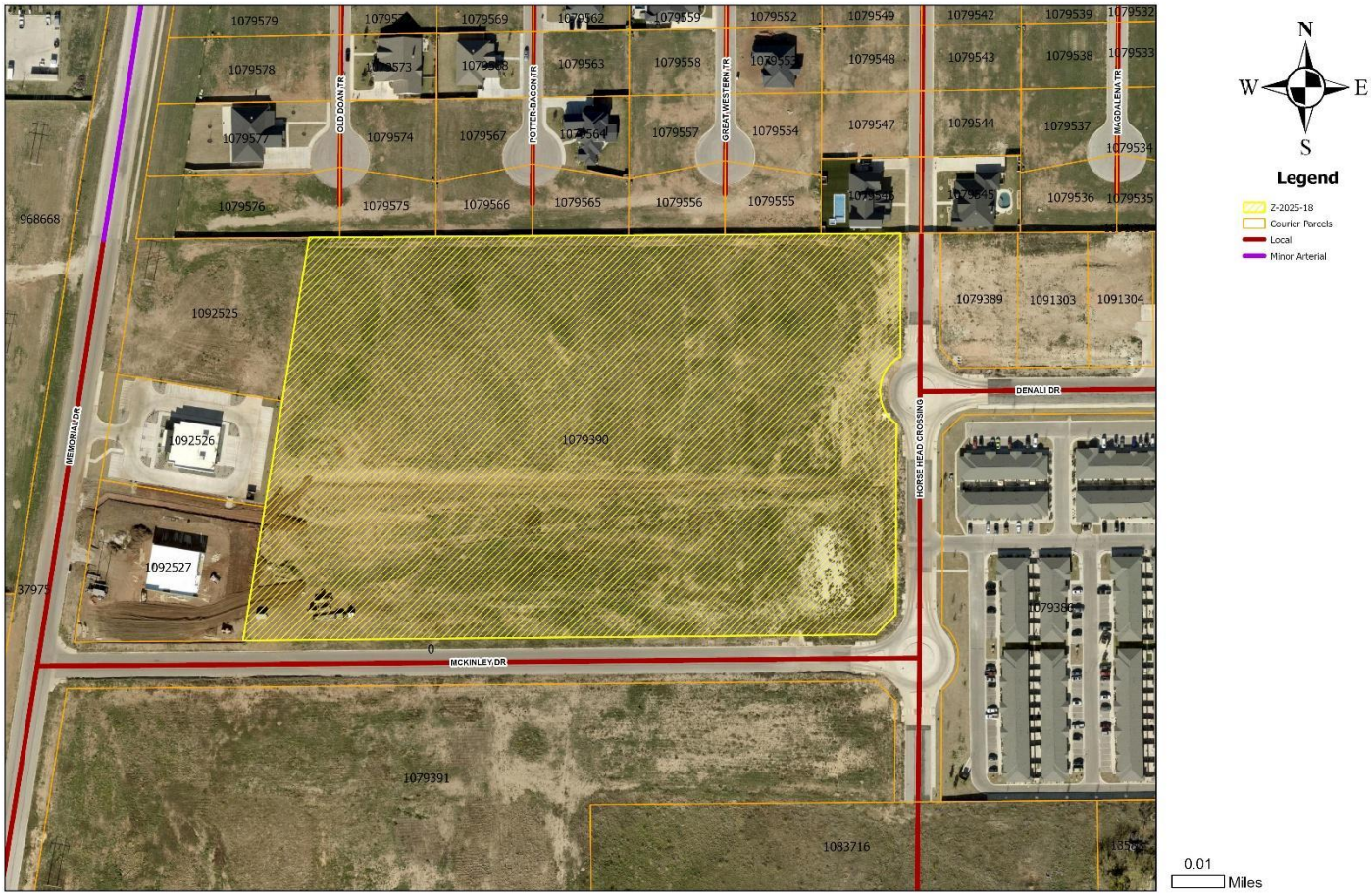
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SCP15 PARTNERS LP	1079386	1701 DENALI DR	
DLG BIG COUNTRY PROPERTIES LLC	1079389	1938 DENALI DR	F
PB 6950 LLC	1079390	6817X HORSE HEAD CROSSING	APPLICANT
PB 6950 LLC	1079391	6887 MEMORIAL DR	F
PB 6950 LLC	1079391	6819 MEMORIAL DR	F
PB 6950 LLC	1079391	6853 MEMORIAL DR	F
FUNERAL DIRECTORS LIFE INS CO	1079536	6742 MAGDALENA TR	
AKINS CLIFF SCOTT & SHANNON KAYE	1079544	6733 HORSE HEAD CROSSING	
JULIEN FAMILY TRUST	1079545	6741 HORSE HEAD CROSSING	
SANDOVAL ANTHONY BISENTE & MELEIGHA KELSEY-LYNN	1079546	6742 HORSE HEAD CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1079547	6734 HORSE HEAD CROSSING	
NN HOMES LLC	1079554	6733 GREAT WESTERN TR	
FUNERAL DIRECTORS LIFE INS CO	1079555	6741 GREAT WESTERN TR	
FUNERAL DIRECTORS LIFE INS CO	1079556	6742 GREAT WESTERN TR	
FEL INVESTMENT LLC	1079557	6734 GREAT WESTERN TR	
WOLFE KELSEY	1079564	6733 POTTER-BACON TR	O
FUNERAL DIRECTORS LIFE INS CO	1079565	6741 POTTER-BACON TR	
FUNERAL DIRECTORS LIFE INS CO	1079566	6742 POTTER-BACON TR	
FUNERAL DIRECTORS LIFE INS CO	1079567	6734 POTTER-BACON TR	
HAGLER LUTHER CLINTON JR & GLORIA DENISE	1079574	6733 OLD DOAN TR	
HAGLER LUTHER CLINTON JR & GLORIA DENISE	1079575	6741 OLD DOAN TR	
NELSON TIMOTHY O	1079576	6742 OLD DOAN TR	
CRAIN TERRY W & GAIL E	1079577	6734 OLD DOAN TR	
DLG BIG COUNTRY PROPERTIES LLC	1091303	1922 DENALI DR	F
PB 6950 LLC	1092525	6715 MEMORIAL DR	F
TREINTAA CONSORTIUM LLC	1092526	6743 MEMORIAL DR	
TREINTAA CONSORTIUM LLC	1092527	6771 MEMORIAL DR	

***6725 Potter-Bacon Trl sent in an opposition email but it's outside the 200' notification buffer.**

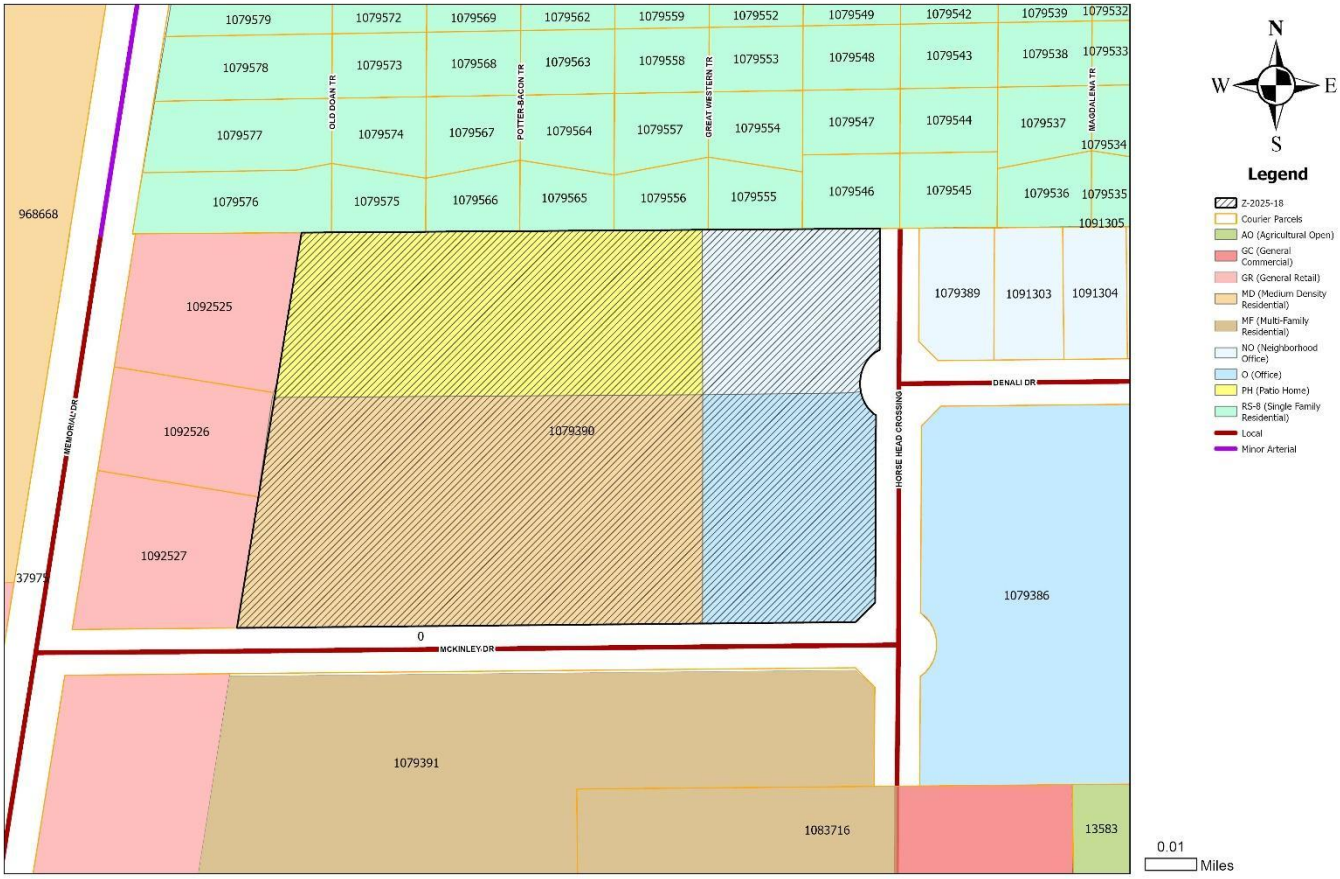
NOTIFICATION MAP



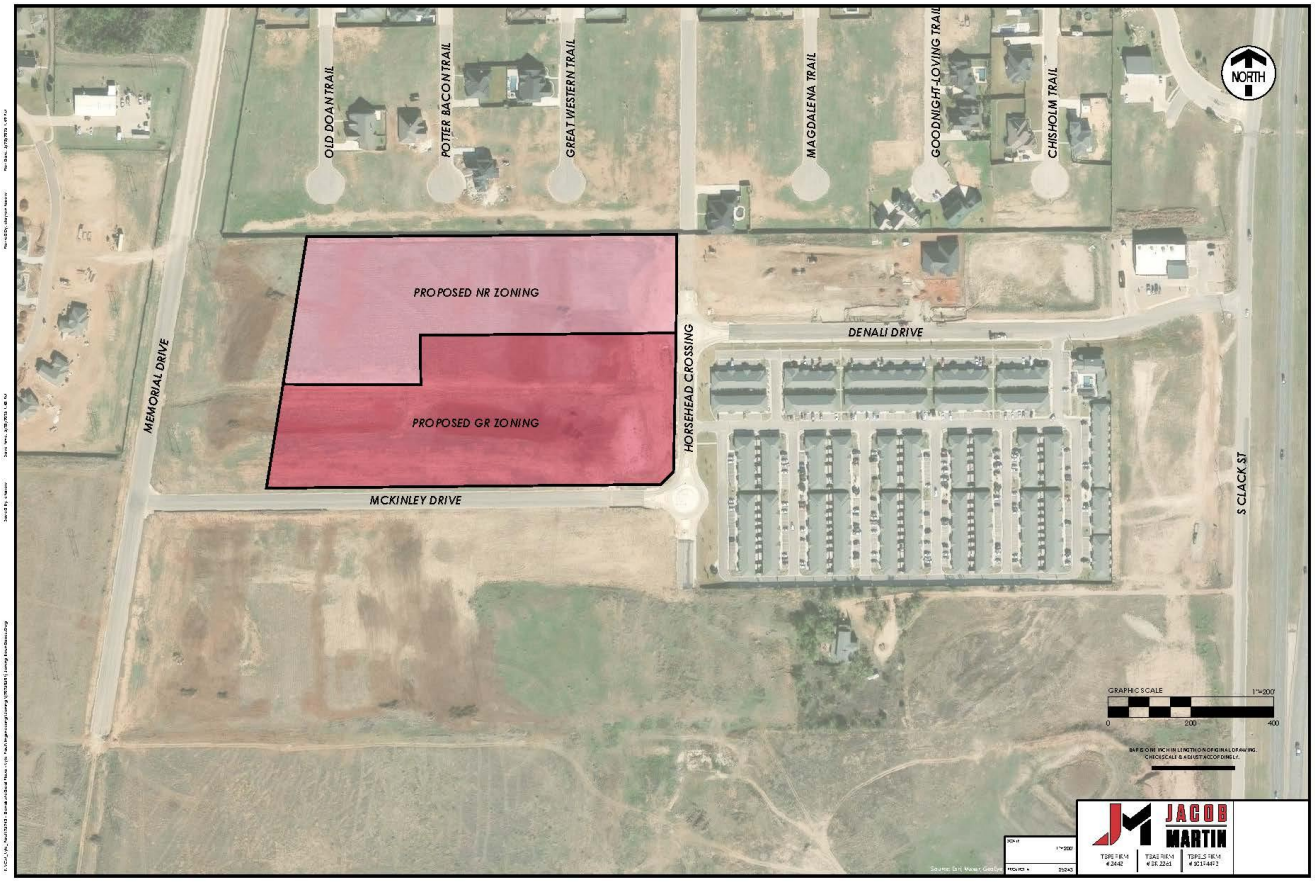
LOCATION MAP



ZONING MAP


1079579
1079572
1079569
1079562
1079559
1079552
1079549
1079542
1079539
1079532
1079578
1079573
1079568
1079563
1079558
1079553
1079548
1079543
1079538
1079533
OLD DOAN TR
POTTER-BACON TR
GREAT WESTERN TR
MAGDALENA TR
1079577
1079574
1079567
1079564
1079557
1079554
1079547
1079544
1079537
1079534
1079576
1079575
1079566
1079565
1079556
1079555
1079546
1079545
1079536
1079535
1091305
968668
1092525
1092526
1092527
1079390
1079389
1091303
1091304
DENALI DR
HORSE HEAD CROSSING
MEMORIAL DR
37979
0
MCKINLEY DR
1079386
1079391
1083716
13583
N
W
E
S
Legend
Z-2025-18
Courier Parcels
AO (Agricultural Open)
GC (General Commercial)
GR (General Retail)
MD (Medium Density Residential)
MF (Multi-Family Residential)
NO (Neighborhood Office)
O (Office)
PH (Patio Home)
RS-8 (Single Family Residential)
Local
Minor Arterial
0.01
Miles

Zoning Boundaries Exhibit



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-18 PH,NO,MD,O to NR & GR (6817x Horse Head Crossing)

ID # 25-000114 | **Started** 04/28/2025 at 9:44 PM

Address

6817x Horse Head Crossing, Abilene, TX USA 79606

Legal

The Denali Addn Blk Block C Lot Lot 08
The Denali Addn, Block C, Lot 201 Rep, Acres 12.955

PROPERTY DETAILS

Property ID	1079390
GEO ID	81628
Enforcement Area	Far Southside

PROPERTY ADDITIONAL INFORMATION

Account Number	A0832000900
Property ID	81628
Land Use	Vacant
High School	Wylie
Middle School	Wylie
Elementary School	Wylie
Super Neighborhood	Far Southside
Courier - Building Square Feet	

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT
Pb 6950 Llc	-	1848 Denali Dr Abilene, TX 79606-2548	-	Property Owner

INFORMATION FIELDS

Owner Name
PB 6950, LLC

Agent Name
Jacob & Martin

Block
-

Lot
-

Acreage
-

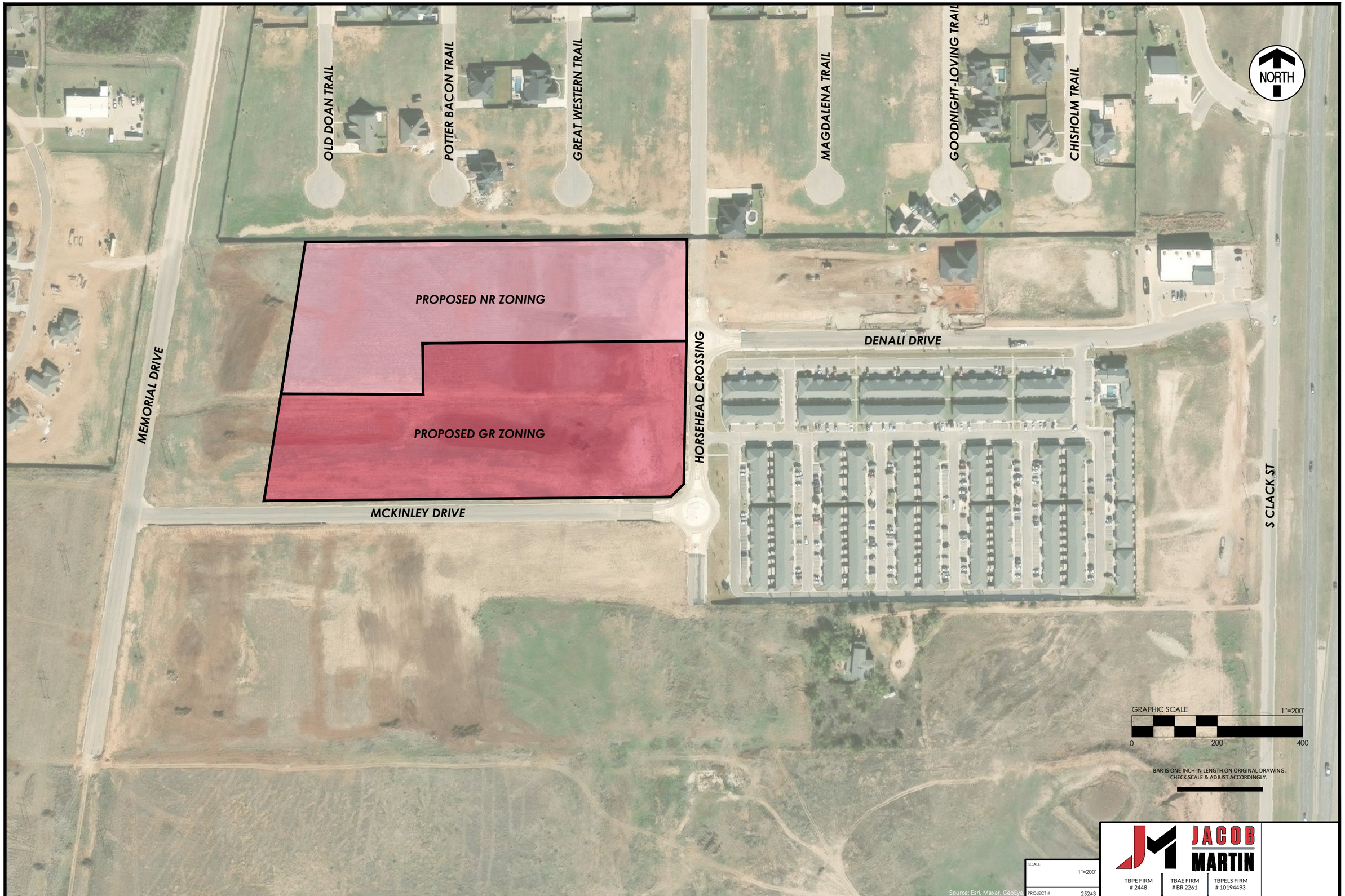
Legal Description of property
Lot 8, Block C, the Denali Addition

Subdivision Name
-

Current Zoning
PH, NO, MD, O

Proposed Zoning
NR & GR

Agree to Terms
Clayton Farrow 4-28-2025



SCALE	1"=200'
PROJECT #	25243

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

Plot Date: 5/28/2025 1:49 PM
Plotted by: clayton.farrow
Save Time: 5/28/2025 1:48 PM
Saved By: cfarrow
X:\CM_Kyle_Pau\25243 - Denali Medical Plaza - Kyle Pau\Engineering\Zoning\(20250511) Zoning Boundaries.dwg

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
TBPELS Firm # 10194493

METES & BOUNDS DESCRIPTION
PROPOSED "GR" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING a **7.14 acre** zoning tract out of Lot 201, Block C, The Denali Addition, as shown per replat recorded in Cabinet 5, Slide 92, Plat Records, Taylor County, Texas. Said **7.14 acre** tract being more particularly described as follows:

BEGINNING at a point for the most southerly southeast corner of this described tract and said Lot 201 and being at the south corner of a clip corner between the east right-of-way line of Horse Head Crossing and the north right-of-way line of McKinley Drive;

THENCE S89°27'26"W, a distance of 952.83 feet along the south line of this described tract and said Lot 201, and along the north right-of-way line of said McKinley Drive to a point for the southwest corner of this described tract and said Lot 201;

THENCE N09°07'47"E, a distance of 253.76 feet along the west line of this described tract and said Lot 201 to a point for the northwest corner of this described tract;

THENCE along the north line of this described tract and over and across said Lot 201 the following bearings and distances:

- S89°43'20"E, a distance of 332.52 feet to a point;
- N00°32'34"W, a distance of 119.61 feet to a point;
- N89°27'26"E, a distance of 617.94 feet to a point for the northeast corner of this described tract;

THENCE S01°07'57"W, a distance of 335.15 along the east line of this described tract and said Lot 201, and along the west right-of-way line of said Horse Head Crossing to a point for the most easterly southeast corner of this described tract and said Lot 201, also being the north corner of the clip corner between said Horse Head Crossing and said McKinley Drive;

THENCE S44°52'03"W, a distance of 42.73 feet along the southeast line of this described tract and said Lot 201, and along said clip corner to the **POINT OF BEGINNING** and containing **7.14 acres** of land, more or less.

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
TBPELS Firm # 10194493

METES & BOUNDS DESCRIPTION
PROPOSED "NR" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING a **5.88 acre** zoning tract out of Lot 201, Block C, The Denali Addition, as shown per replat recorded in Cabinet 5, Slide 92, Plat Records, Taylor County, Texas. Said **5.88 acre** tract being more particularly described as follows:

BEGINNING at a point for the northeast corner of this described tract and said Lot 201 and being the northwest right-of-way corner of Horse Head Crossing;

THENCE S00°16'40"W, a distance of 238.36 along the east line of this described tract and said Lot 201, and along the west right-of-way line of said Horse Head Crossing to a point for the southeast corner of this described tract;

THENCE along the south line of this described tract and over and across said Lot 201 the following bearings and distances:

- S89°27'25"W, a distance of 617.94 feet to a point;
- S00°32'34"E, a distance of 119.61 feet to a point;
- N89°43'20"W, a distance of 332.52 feet to a point for the southwest corner of this described tract and being in the west line of said Lot 201;

THENCE N09°07'47"E, a distance of 360.46 feet along the west line of this described tract and said Lot 201 to a point for the northwest corner of this described tract and said Lot 201;

THENCE N89°35'43"E, a distance of 893.27 feet along the north line of this described tract and said Lot 201 to the **POINT OF BEGINNING** and containing **5.88 acres** of land, more or less.

CITY OF ABILENE TEXAS

PB 6950 LLC
1848 DENALI DR1848 DENALI DR
ABILENE, TX 79606-2548

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-18 **May 19, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 3, 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 properties being considered for a zoning change are approximately 12.96 acres located at 6817X Horse Head Crossing. Legal description being Lot 201, Block C, The Denali Addition, Abilene, Taylor County, Texas. The properties are currently zoned Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O), and the request is to change the zoning to Neighborhood Retail (NR) and General Retail (GR).

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 **June 26, 2025, at 10:00 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6237 or by email address planning@abilenetx.gov

---

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-18

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:	1079390	Your Name:	PB 6950 LLC	I am in favor of the request ☑
Requestor's Property Zoning:	PH, NO, MD, O	Your Property Address:	6817X HORSE HEAD CROSSING	
Requestor's Proposed Zoning:	NR, GR	Your Parcel ID:	1079390	I am opposed to the request ☐
		Signature:		

PB 6950 LLC	
Property ID	**Address**
1079391	6887 MEMORIAL DR
1079391	6819 MEMORIAL DR
1079391	6853 MEMORIAL DR
1092525	6715 MEMORIAL DR

Teegardin, Mason <mason.teegardin@abilenetx.gov>

[Planning] Opposition to Zoning Case #Z-2025-18

2 messages

Kelsey Wolfe <kelseywolfe24@gmail.com> Mon, Jun 2, 2025 at 12:02 PM
To: planning@abilenetx.gov

Good afternoon,

My name is Kelsey Wolfe and I am a resident in the Southridge Crossing neighborhood. I wanted to email you today to voice my strong opposition to the proposed rezoning of the land near Horse Head Crossing and McKinley Dr.

My house is at the southern end of Potter-Bacon Trail. Therefore I am situated extremely close to that area of land. The land is already zoned for neighborhood offices. During the evening and at night, I can already see the bright lights coming from the two office buildings on Memorial Drive. I do not wish to see even more bright lights at night coming from these retail buildings and parking lots from my front and back porches. Furthermore, if restaurants are included in "General Retail," I do not wish to hear people coming/going late at night. Rezoning this land with general retail would make my home lose its "neighborhood feel."

Southridge Crossing is a very nice, quiet, gated community. It needs to stay this way by keeping the zoning of this land as Residential/Neighborhood Office.

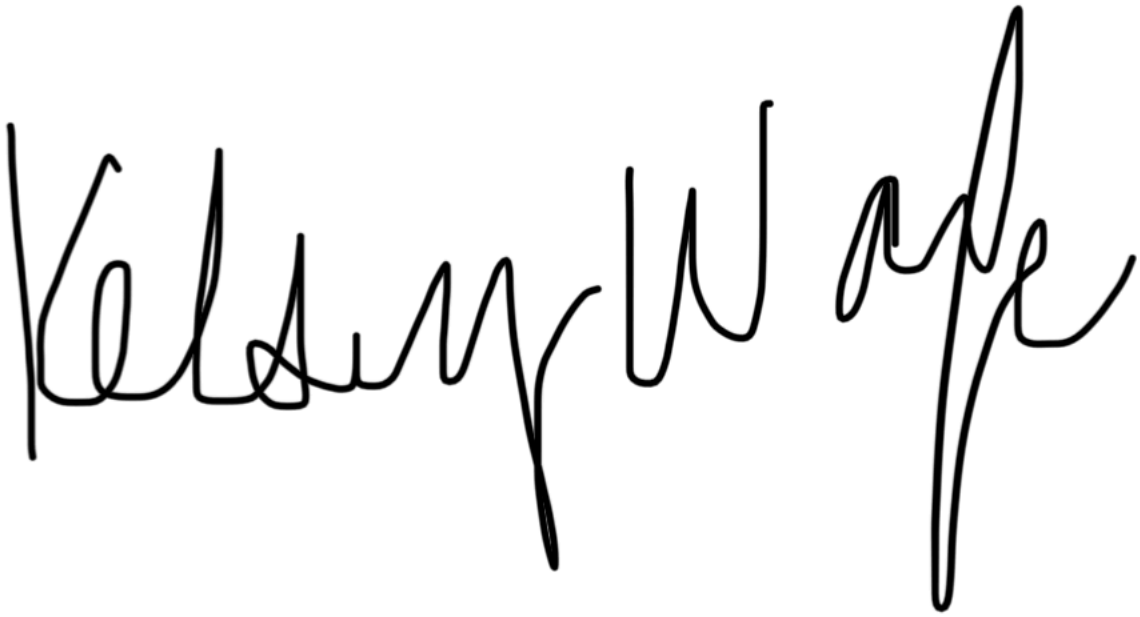
Thank you for your time,

Kelsey Wolfe
325-669-9748

--
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/CABH3%3DAsBbQGdbs7Bcd6FVD0P-5GU8yRsAjaOvHCs7BpSTZD2fQ%40mail.gmail.com.

Kelsey Wolfe <kelseywolfe24@gmail.com> Mon, Jun 2,
To: planning@abilenetx.gov

I forgot to add my address:
6733 Potter-Bacon Trail



Kelsey Wolfe
325-669-9748
Sent from My iPhone

Begin forwarded message:

From: Kelsey Wolfe <kelseywolfe24@gmail.com>
Date: June 2, 2025 at 12:02:43 PM CDT
To: planning@abilenetx.gov
Subject: Opposition to Zoning Case #Z-2025-18

Good afternoon,

My name is Kelsey Wolfe and I am a resident in the Southridge Crossing neighborhood. I wanted to email you today to voice my strong opposition to the proposed rezoning of the land Horse Head Crossing and McKinley Dr.

My house is at the southern end of Potter-Bacon Trail. Therefore I am situated extremely close to that area of land. The land is already zoned for neighborhood offices. During the even at night, I can already see the bright lights coming from the two office buildings on Memorial Drive. I do not wish to see even more bright lights at night coming from these retail building parking lots from my front and back porches. Furthermore, if restaurants are included in "General Retail," I do not wish to hear people coming/going late at night. Rezoning this land wit general retail would make my home lose its "neighborhood feel."

Southridge Crossing is a very nice, quiet, gated community. It needs to stay this way by keeping the zoning of this land as Residential/Neighborhood Office.

Thank you for your time,

Kelsey Wolfe
325-669-9748

--
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/9842299D-D82E-41DF-8793-7A3D5FB008DB%40gmail.com.

CITY OF ABILENE TEXAS

Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] Zoning Application No. Z-2025-18

1 message

Richard Wolfe <Richard@wolfecpa.com> Mon, Jun 2, 2025 at 1:10 PM
To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Dear planning Board,

I oppose the proposed zoning request.

I own a residential lot in South Ridge (6725 Potter-Bacon Trl), which is less than 200' from the back of the property that is requesting the zoning change to retail. The reason that the lot appealed to me was that it was a peaceful, quiet and secure subdivision. While I haven't built a house yet, I am deeply concerned about whether I should now even consider it, or if I don't, will I be able to sell the lot and recover the amount invested. The lights and noise related to a lot of retail operations would be a detriment to anyone wanting to live right behind that property.

Thanks for your consideration.

Richard Wolfe

2418 Whispering Oaks Ct
Abilene, TX 79606

--
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/SA1PR14MB4627147BDD00498CE28E6F06D762A%40SA1PR14MB4627.namprd14.prod.outlook.com.

CITY OF ABILENE TEXAS

DLG BIG COUNTRY PROPERTIES LLC
289 EDGE CLIFF CT289 EDGE CLIFF CT
ABLENE, TX 79606-7132

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2025-18 **May 19, 2025**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 3, 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 properties being considered for a zoning change are approximately 12.96 acres located at 6817X Horse Head Crossing. Legal description being Lot 201, Block C, The Denali Addition, Abilene, Taylor County, Texas. The properties are currently zoned Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O), and the request is to change the zoning to Neighborhood Retail (NR) and General Retail (GR).

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 **June 26, 2025, at 10:00 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6237 or by email address planning@abilenetx.gov

---

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2025-18

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

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

JUN 4 AM 8:54

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

Requestor's Parcel ID:	1079390	Your Name:	DLG BIG COUNTRY PROPERTIES LLC	I am in favor of the request ☒
Requestor's Property Zoning:	PH, NO, MD, O	Your Property Address:	1922 DENALI DR	
Requestor's Proposed Zoning:	NR, GR	Your Parcel ID:	1091303	I am opposed to the request ☐

Signature: Wes Sobon

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Owner Authorization and Representative Designation

Property Description

Subdivision: The Denali Addition
Total Number of Acres: _____
Zoning Classification(s): O, NO, MD, PH
Total Number of Lots: 1
Location: Lot 8, Block C, The Denali Addition

Property Owner Information & Authorization

Name/Company: PB 6950, LLC
Address: 1848 Denali Drive
City: Abilene State: TX Zip Code: 79606
Phone: 325-307-9405 Email: kyle@kylepaulconstruction.com

Project Representation (check one):

☐ I will represent the application myself; OR

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

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

Property Owner's Signature: _____ **Date:** 4-29-2025

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Kyle Paul (*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 29th day of April, 20 25

Stacy Lynn Darby
My Commission Expires
9/27/2026
Notary ID131575464

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: _____

REZONE REQUEST

Case: Z-2025-18

Agent: Jacob & Martin, LLC

Request: Rezone from Patio Home (PH), Neighborhood Office (NO), Medium Density (MD), and Office (O) to Neighborhood Retail (NR) and General Retail (GR).

Location: 6817X Horse Head Crossing

Notification: 6 in Favor, 2 in Opposition

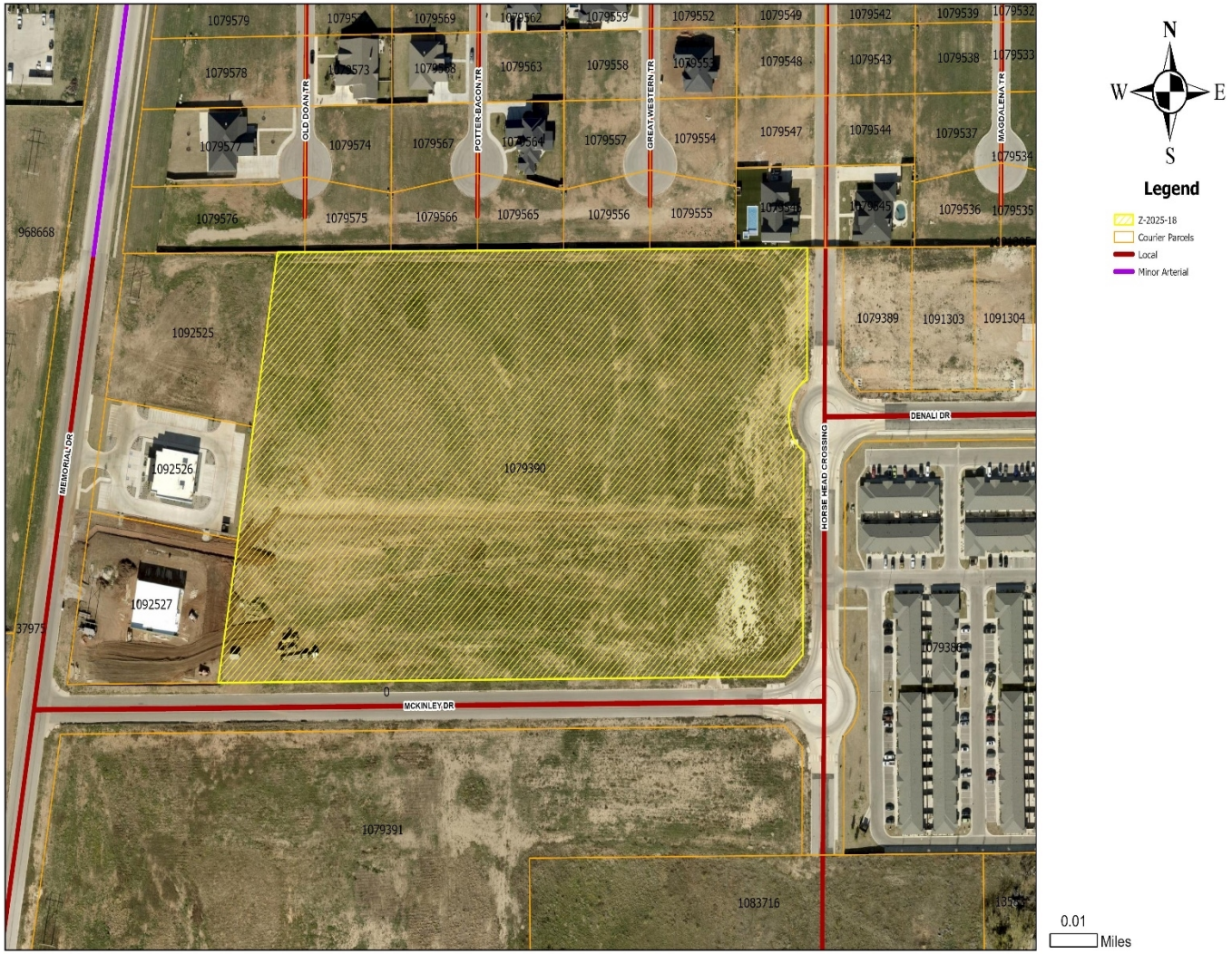
Planning & Zoning: June 03, 2015

Council Hearing: June 12, 2025

June 26, 2025

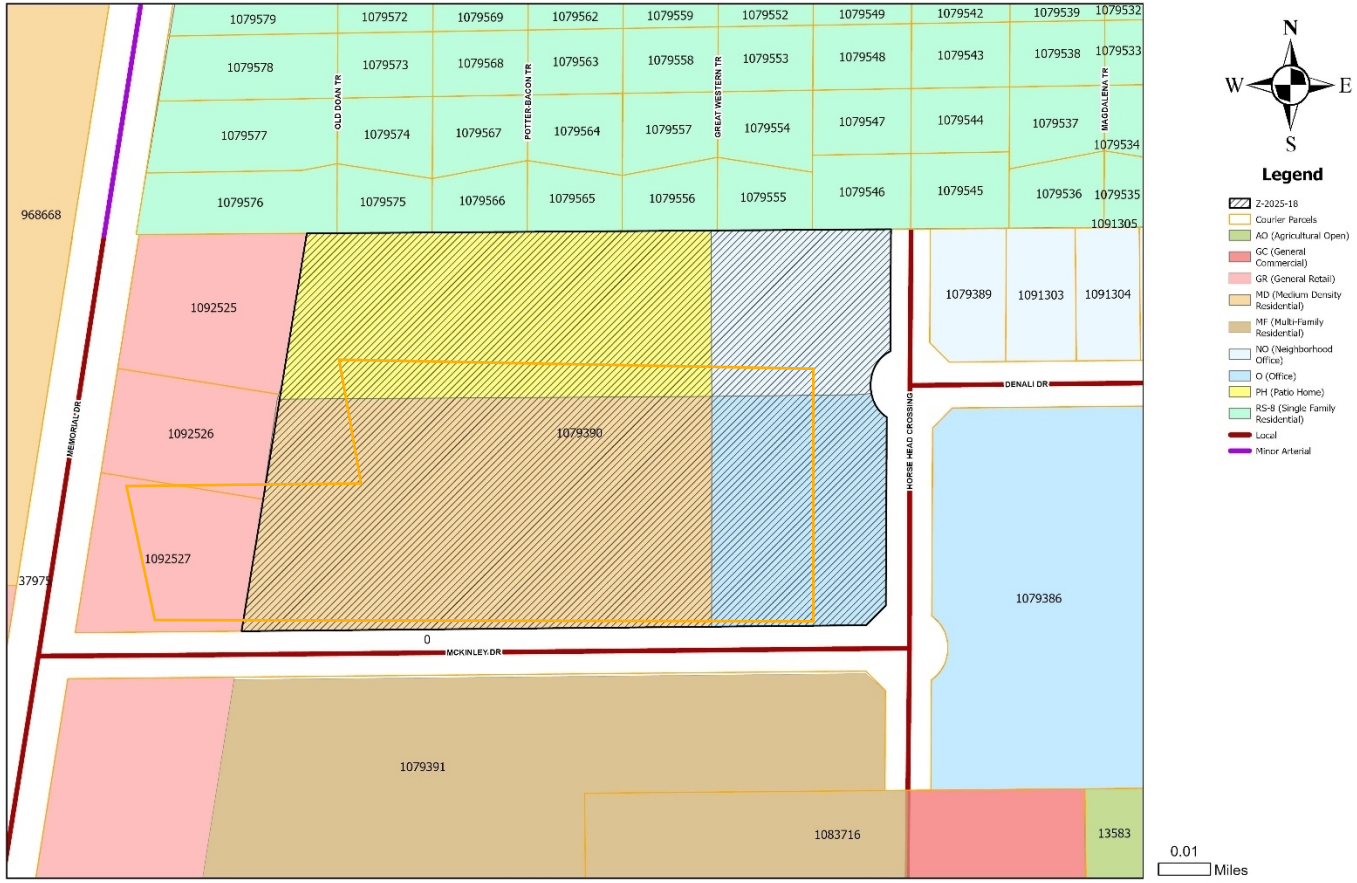
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

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**

CITY OF ABILENE TEXAS

USES IN NEIGHBORHOOD OFFICE ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN OFFICE ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION & EXTRACTION:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE 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**

CITY OF ABILENE TEXAS

USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

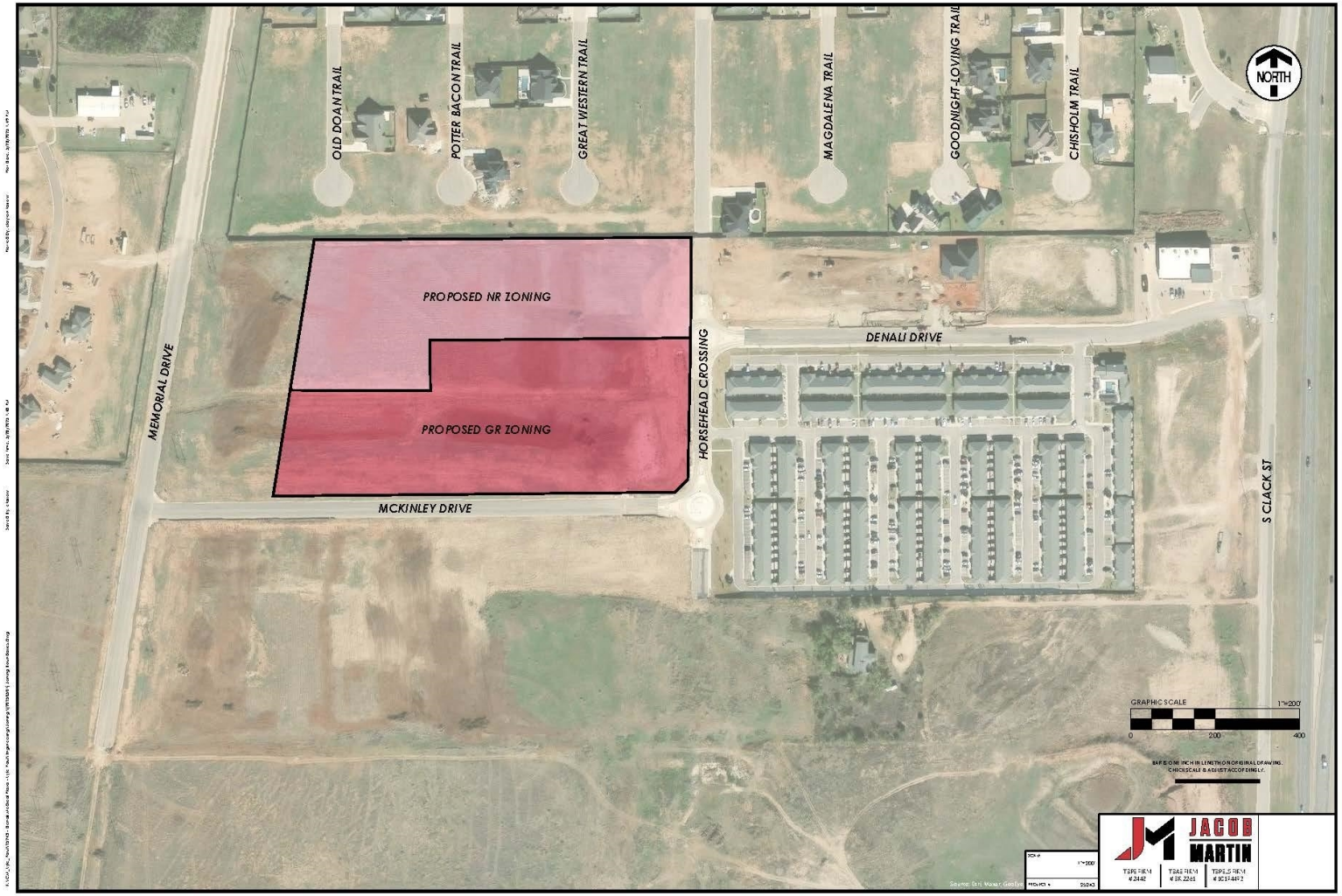
PROPERTY VIEWS

CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS

CITY OF ABILENE TEXAS

PROPOSED ZONING BOUNDARIES



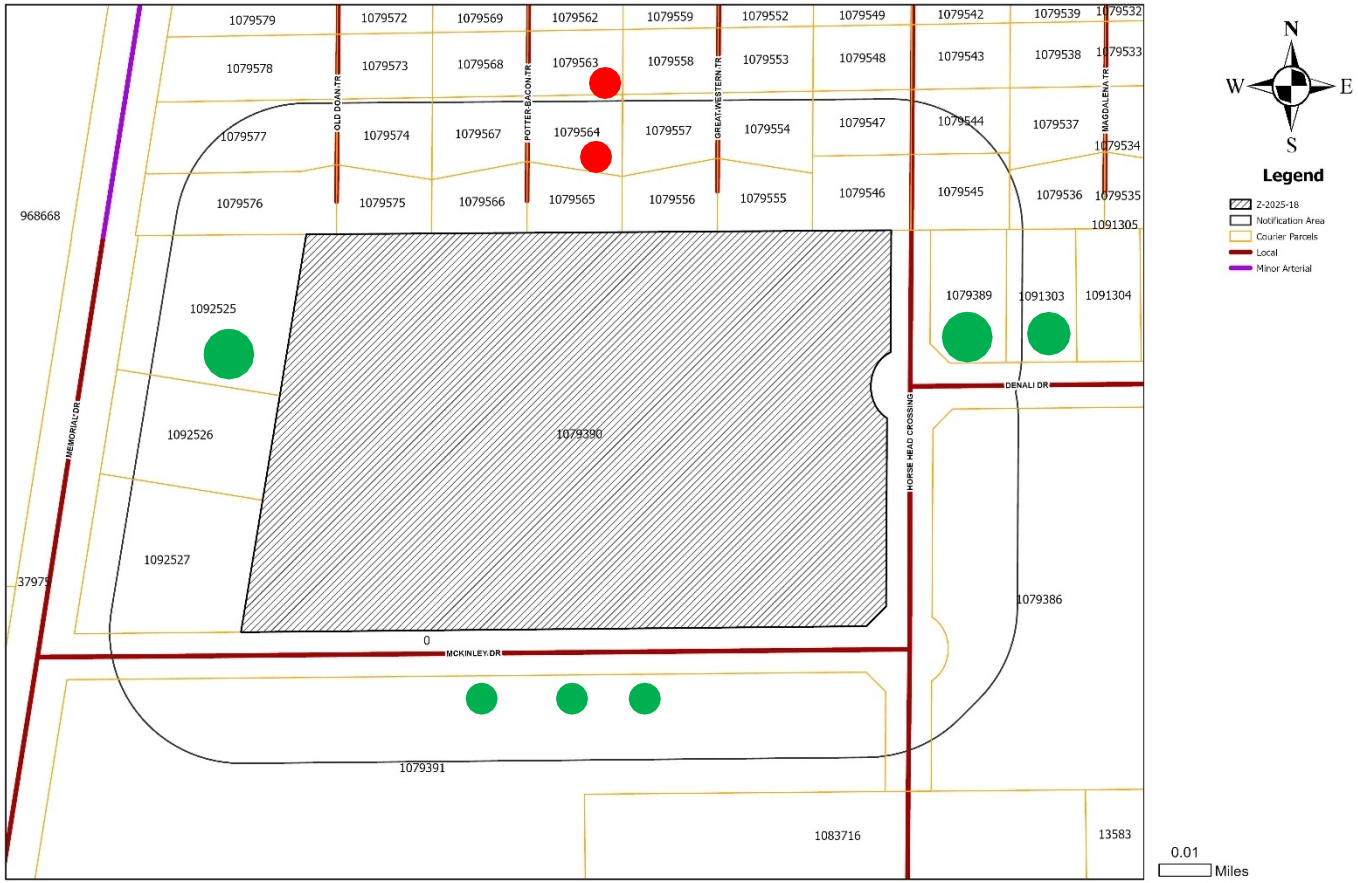
CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

6 - in Favor -

2 - in Opposition -

2.54% Opposition



CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

TO: **Mindy Patterson, City Manager**

FROM: **Marjorie Knight, Director**

SUBJECT: **23. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Consider And Approve An Ordinance Authorizing The Issuance Of City Of Abilene, Texas, Combination Tax And Limited Surplus Revenue Certificates Of Obligation; Establishing Procedures And Delegating Authority For The Sale And Delivery Of The Certificates; Providing An Effective Date; And Enacting Other Provisions Relating To The Subject *(Marjorie Knight)***

GENERAL INFORMATION

This ordinance will authorize the issuance of Certificates of Obligation up to $27 million for the energy improvements and generators project with Schneider Electric Buildings America Inc. (ESCO).

The $27 million includes $10,627,750 for the Phase 5 energy and building improvements at various City facilities and $15,860,710 for Phase 6 improvements to Water & Sewer facilities, including the purchase of generators at water treatment plants, and costs of issuance.

Hilltop Securities will be available at the meeting to discuss prospective pricing of the certificates.

SPECIAL CONSIDERATIONS

Pursuant to Section 18 of the Abilene City Charter, only one reading is required for an Ordinance to issue bonds.

FUNDING/FISCAL IMPACT

Debt service requirements are estimated at almost $2 million annually, with $1.2 million payable from Water & Sewer revenues and $800k payable from property tax. The current

estimated impact on the tax rate is $.0080 per $100 value using preliminary taxable values for FY 2026. This is the equivalent of $8.00 per $100k of value for a taxpayer.

If approved, these costs will be included in the 2026 budgets for the Water & Sewer Debt Service Fund and the General Debt Service Fund.

STAFF RECOMMENDATION

Staff recommends approval of the issuance of the certificates.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Parameters Ordinance - 2025 COs
2. Presentation - Ordinance Approving the Issuance of 2025 Series Certificates of Obligation

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF TAYLOR AND JONES §
CITY OF ABILENE §

WHEREAS, the City Council of the City of Abilene, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, Subchapter B, Chapter 1502, Texas Government Code; and

WHEREAS, this City Council further finds and determines that it is in the best interest of the Issuer and its residents to include in the proposed issue of certificates of obligation funds for the public improvements hereinafter described, rather than fund such projects with the issuance of other debt instruments, in order to reduce the costs of such transactions; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue certificates of obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code; and

WHEREAS, the Issuer received no petition from the qualified electors of the City protesting the issuance of such certificates of obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing certificates of obligation be issued; and

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The certificates of the City of Abilene, Texas (the "Issuer") are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed the amount set forth below for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, renovating, installing and equipping additions, extensions and improvements for the City's waterworks and sewer system; (ii) acquiring, constructing, renovating and equipping public safety improvements for the police and fire departments; (iii) acquiring, constructing, renovating and equipping municipal park and recreational improvements, including open space, ball fields, hiking trails and related infrastructure; (iv) acquiring, constructing, renovating, and equipping library improvements; (v) acquiring, constructing, renovating, and equipping administrative offices for the City; (vi) acquiring, constructing, renovating, and equipping convention center improvements; (vii) acquiring, constructing, and equipping additions, improvements, and extensions for the City's municipal airport; (viii) acquiring land and interests in land necessary for such projects; and (ix) paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the "Project").

(c) Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2025," or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Finance Director of the Issuer (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Certificates to be sold and the authorized purposes set forth in Section 1 for which such Certificates are issued, the price at which

the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal bond insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the "Pricing Certificate"); provided that:

(i) the aggregate principal amount of the Certificates shall not exceed $27,000,000;

(ii) the true interest cost of the Certificates shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iii) the final maturity of the Certificates shall not be later than February 15, 2046 and

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Certificates will be sold by private placement or negotiated or competitive sale.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Certificates (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during

regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in

the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any

notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Certificate, the Paying Agent/Registrar shall cancel such initial Certificate and deliver to the DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of such Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the

name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

PRINCIPAL AMOUNT $_____

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF ABILENE, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2025

INTEREST RATE	DATE OF CERTIFICATES	MATURITY DATE	CUSIP NO.
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, ____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall

be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for any payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purposes of (i) acquiring, constructing, renovating, installing and equipping additions, extensions and improvements for the City's waterworks and sewer system; (ii) acquiring, constructing, renovating and equipping public safety improvements for the police and fire departments; (iii) acquiring, constructing, renovating and equipping municipal park and recreational improvements, including open space, ball fields, hiking trails and related infrastructure; (iv) acquiring, constructing, renovating, and equipping library improvements; (v) acquiring, constructing, renovating, and equipping administrative offices for the City; (vi) acquiring, constructing, renovating, and equipping convention center improvements; (vii) acquiring, constructing, and equipping additions, improvements, and extensions for the City's municipal airport; (viii) acquiring land and interests in land necessary for such projects; and (ix) paying legal, fiscal, engineering and architectural fees in connection with these projects.

ON _____, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on _____ in the years ____ and ____ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate
Maturity: _____, _____

Mandatory Redemption Date	Principal Amount
_____, ____	$_____
_____, ____	_____
_____, ____(maturity)	_____

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the business day prior the mailing of such redemption notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing

thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any

Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

_____
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years(_/_)	Principal Installments($)	Interest Rates($)

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest

on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed $1,000 of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of

Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (1) direct, noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, and (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are

unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such

replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign manually, by facsimile, electronically or otherwise the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent

is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) use the proceeds of the Certificates solely for new money purposes.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall

not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Certificates shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Certificates by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2025 Combination Tax and Limited Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2025. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to

provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of

the above describe event notices 15 and 16, the term "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (c) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have

permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail or other appropriate means to each registered owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, this _____.

ATTEST:

_____
Mayor, City of Abilene, Texas

_____
City Secretary, City of Abilene, Texas

[CITY SEAL]

APPROVED AS TO FORM:

_____
City Attorney

Ordinance - Authorizing the Issuance of Certificates of Obligation Bonds, Series 2025 for Energy Improvements in City Facilities and Generators

CITY OF
ABILENE
TEXAS

Issuance of Certificates of Obligation, Series 2025 for Facility Improvements and Generators

- The ordinance will authorize issuance of up to $27 million of certificates of obligation bonds for energy improvements at various City facilities and generators at water treatment plants

- An estimated $10.63 million will be supported with property tax and $15.86 million will be supported with water and sewer revenues

- The estimated impact on the property tax rate is $.0080 per $100 value or the equivalent of $8.00 annually per $100k home value.

CITY OF ABILENE TEXAS

Issuance of Certificates of Obligation, Series 2025 for Facility Improvements and Generators

	Estimated Tax Rate Impact	Approx. Annual Cost to Taxpayer per $100k[2]	Estimated Annual Debt Service
2025 CO General	$.0080 per $100 value[1]	$8.00	$800k
2025 CO Water	N/A – funded w/ water & sewer revenues	N/A	$1.2 million
		Total	**$2.0 million**

[1] Based on preliminary taxable values.

[2] Approximate Annual Cost per $100k home value

- Hilltop Securities will discuss prospective pricing.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **24. 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. Bouldin Pat Crofton v. City of Abilene, Board of Building Standards; Cause No. 52175-A, In the 42nd Judicial Court, Taylor County, Texas; filed May 9, 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. Project Surf

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 6/12/2025

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **25.**

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

- **Neighborhood Services Advisory Board**
- **Senior Citizens Advisory Board**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 12th day of June, 2025.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Neighborhood Services Advisory Board	
David Wahl [New]	November 2025 [unexpired term]
Senior Citizens Advisory Board	
Walter Goodman [New]	May 2027
Cecelia Williamson [New]	May 2027
Sydnye Moore [Reappointment]	May 2027
James Webbs [Reappointment]	May 2027

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

- Neighborhood Services Advisory Board
  - David Wahl [New]
- Senior Citizens Advisory Board
  - Walter Goodman [New]
  - Cecilia Williamson [New]
  - Sydnye Moore [Reappointment]
  - James Webbs [Reappointment]

CITY OF ABILENE TEXAS