



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

Miguel Espinoza, 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 26, 2025, at 10:00 a.m.**, at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Lynn Beard

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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.

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 12, 2025, and the Special Meeting Held on June 16, 2025 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with MetLife to provide Voluntary Fully Insured Dental for City Employees **(Pamela Williams)**
4. **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. **(Troy Swanson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Synology Storage Products and Parts from CDW-G **(Troy Swanson)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Dell Server Products and Parts from Dell **(Troy Swanson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Reservoir Federal Permitting **(Matthew Dane)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Contract with Vortex Services LLC for the Installation of a 36" UV CIPP Liner on an Aerial Sewer Line **(Matthew Dane)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2025 Takeuchi TB290CR Mini Excavator for Street Services from Kirby Smith Machinery of Abilene, Texas **(Don Green)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Renewing a Lease Agreement with Capps Rent A Car, Inc for Short-Term Vehicle Leases **(Don Green)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2025 Battle Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body for Solid Waste Services from Bond Equipment Company of Irving, Texas **(Don Green)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Chowning Realty LLC for 3450 S 11th St. **(Tim Littlejohn)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Chowning Realty LLC for 3549 N 11th St. **(Tim Littlejohn)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Single-Family Rehabilitation Program Project Budget with HOME Program Funds Located at 2226 Old Anson Road with Mackie Construction **(Tim Littlejohn)**

OATH OF OFFICE

15. City Secretary Shawna Atkinson will Administer the Oath of Office to City Manager Emily Crawford

Please note - There will be a break following this item to allow for a reception to honor Ms. Crawford

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

16. **Ordinance (Final Reading) CUP-2025-09:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow a Freight Container Within General Retail (GR) Zoning. Located at 6410A Buffalo Gap Road **(Tim Littlejohn)**
17. **Ordinance (Final Reading) CUP-2025-10:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
18. **Ordinance (Final Reading) CUP-2025-11:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Apply a Conditional Use Permit (CUP) to Allow for Ambulance Services within General Retail (GR) Zoning. Located at 3301 S 14th St Suite 34A **(Tim Littlejohn)**
19. **Ordinance (Final Reading) Z-2025-10:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
20. **Ordinance (Final Reading) Z-2025-11:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
21. **Ordinance (Final Reading) Z-2025-12:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.31 Acres from General Retail (GR) to General Commercial (GC). Located at 1801 Grape Street **(Tim Littlejohn)**
22. **Ordinance (Final Reading) Z-2025-13:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
23. **Ordinance (Final Reading) Z-2025-14:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
24. **Ordinance (Final Reading) Z-2025-15:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
25. **Ordinance (Final Reading) Z-2025-16:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Amend the Terms and Conditions of a Planned Development District (PDD-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)**
26. **Ordinance (Final Reading) Z-2025-17:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
27. **Ordinance (Final Reading) Z-2025-18:** Receive a Report, Hold a Discussion and Public Hearing, 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)

EXECUTIVE SESSION

28. **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

- 29.

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)

- Abilene-Taylor County Child Advocacy Center Board
- Abilene-Taylor County Events Venue District Board
- Street Maintenance Advisory & Appeals 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 20th day of June, 2025, at 4:30 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 12, 2025, and the Special Meeting Held on June 16, 2025 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 12, 2025, and the Special Meeting Held on June 16, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-12-2025 Minutes - Regular - Morning

2. 06-16-2025 Minutes - Special - Canvass

CITY COUNCIL MEETING
June 12, 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 June 12, 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 Brian Yates led the invocation.

Former City Councilmember Donna Albus led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Awards:
 - Ryan King – 20 Years – Zoo
- Proclamations:
 - Elder Abuse Awareness Month – accepted by Adult Protective Services

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-22. Item 7 was pulled from consideration prior to the meeting. Item 9 was pulled for individual consideration.

Item pulled for individual consideration:

- Item 9 – Councilmember Beard

Item pulled from consideration:

- Item 7

PUBLIC COMMENTS

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

- Mark Spurlock
- Brady Holcomb
- Al Hoole
- Leslie Holman
- Joanne Fluke
- Casey Neilson
- Tammy Fogle
- Donna Albus

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

CONSENT AGENDA

Councilmember Beard moved to approve the consent agenda consisting of 4-6, 8 and 10-22. 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

Deputy Mayor Pro-tem Regan had a conflict of interest on item 11 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 11 alone was:

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

NAYS (0): None

ABSTAIN (1): Deputy Mayor Pro-tem Regan

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 22, 2025
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
[ASSIGNED RESOLUTION NO. 98-2025]
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
[ASSIGNED RESOLUTION NO. 99-2025]
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
[ASSIGNED RESOLUTION NO. 101-2025]
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
[ASSIGNED RESOLUTION NO. 103-2025]
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
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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
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ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

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
[ASSIGNED RESOLUTION NO. 100-2025]

Having pulled the item, Councilmember Beard and Price both wanted clarification as to how we were going to fund this project. Mindy Patterson, City Manager, stated that everything will come out of the MIP fund initially, but most will hopefully be covered by insurance and we will be reimbursed. Troy Swanson, IT Director, went over the project and gave an update on the cyber attack.

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

- Tammy Fogle
- Blaine Tucker

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

Council discussed the item further then another citizen came up to speak.

Councilmember Craver moved to reopen the public hearing. Deputy Mayor Pro-tem Regan 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

The following spoke on the item:

- Joshua Farrow

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

Councilmember Price moved to approve the item as presented. Deputy Mayor Pro-tem Regan 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

ITEMS PULLED FROM INDIVIDUAL CONSIDERATION

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
[NOT CONSIDERED]

REGULAR AGENDA

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
[ASSIGNED ORDINANCE NO. 41-2025]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would authorize the issuance of combination tax and revenue certificate of obligation for energy improvements throughout City facilities.

George Williford with Hilltop Securities gave a brief overview of the bond information.

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

- Tammy Fogle
- William Tucker

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

Deputy Mayor Pro-tem Regan left the meeting at this time.

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Regan

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:49 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:

24.B.551.071 (Consultation with Attorney)

1. Bouldin Pat Crofton v. City of Abilene BOBS

24.F.551.087 (Business Prospect/Economic Development)

1. Project Surf

The Executive Session ended at 9:57 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

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
[ASSIGNED RESOLUTION NO. 104-2025]

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

Board	Term End Date
<i>Neighborhood Services Advisory Board</i>	
David Wahl [New]	November 2025 [unexpired term]
<i>Senior Citizens Advisory Board</i>	
Walter Goodman [New]	May 2027
Cecelia Williamson [New]	May 2027
Sydnye Moore [Reappointment]	May 2027
James Webbs [Reappointment]	May 2027

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 McAlister seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Regan

ADJOURNMENT

There being no further business, the meeting adjourned at 10:06 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

**CITY COUNCIL MEETING
June 16, 2025 at 3:00 p.m.**

**CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL**

The City Council of the City of Abilene, Texas met in Special Session on June 16, 2025, at 3:00 p.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Brian Yates, and Councilmembers Shane Price, Lynn Beard and Travis Craver. Deputy Mayor Pro-tem Blaise Regan and Councilmember Kyle McAlister were absent. Also present were City Manager Mindy Patterson, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Weldon Hurt led the invocation and the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PUBLIC COMMENTS

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

SPECIAL CONSIDERATIONS

2. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Canvassing the Returns and Declaring the Results of Runoff Election Held in the City of Abilene on June 7, 2025 for City Council Place 5
[ASSIGNED RESOLUTION NO. 105-2025]

Shawna Atkinson, City Secretary, presented the item. Adoption of the item would canvass the returns and declare the results of the runoff election held on June 7, 2025. The election results reported that Miguel Espinoza was duly elected, with 58.24% of the vote.

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem Yates, and Councilmembers Price, Beard, and Craver

NAYS (0): None

ABSENT (2): Deputy Mayor Pro-tem Regan and Councilmember McAlister

3. Issue the following to Councilmember-Elect Miguel Espinoza:
 - Certificate of Election
 - Oath of Office: Administered by City Secretary Atkinson

Councilmember Espinoza was seated on the dais and Council each welcomed him on board.

ADJOURNMENT

There being no further business, the meeting adjourned at 3:04 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Pamela Williams, Director

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with MetLife to provide Voluntary Fully Insured Dental for City Employees (Pamela Williams)

GENERAL INFORMATION

The City conducted a Request for Proposal for Voluntary Fully Insured Dental (CB-2536) with the goal of partnering with a carrier for Voluntary Fully Insured Dental. We were looking for a carrier that would offer administration of the City Dental plans. We sought a robust provider network with the ability to match current benefits and coverage levels.

SPECIAL CONSIDERATIONS

The Human Resources department generated an RFP in March 2025. This notice was published on March 31, 2025, with a proposal deadline of April 28, 2025. Within that timeline, we received three responses to the RFP and they were evaluated by the Employee Benefits and Human Resources team.

FUNDING/FISCAL IMPACT

The Voluntary Fully Insured Dental will be funded by employees' contributions.

STAFF RECOMMENDATION

Staff recommends awarding the contract to MetLife.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Metlife Resolution
2. MetLife Application for Group Insurance
3. Dental Marketing Analysis - Best and Final
4. MetLife City Council Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING AN AGREEMENT WITH METLIFE TO PROVIDE VOLUNTARY
FULLY INSURED DENTAL CARRIER.**

WHEREAS, the Human Resources Department went out for an RFP on 03/31/25 seeking proposals for a Voluntary Fully Insured Dental Carrier. They received three responses and reviewed for the best fit candidate.

WHEREAS, it is the staff's recommendation that the City accepts the proposal from MetLife to perform the services of Voluntary Fully Insured Dental Carrier. Additionally, we request the City Managers endorsement to execute the final contract.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with MetLife as set-forth above. Which is a one year agreement, with the option to renew for a second year and a rate cap of 9% with the cost solely on the employee as this is a voluntary plan.

PART 2: That this resolution shall take effect 01/01/2026.

ADOPTED this 26th day of June, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**MetLife**Metropolitan Life Insurance Company
200 Park Avenue, New York, New York**APPLICATION FOR GROUP INSURANCE**

The applicant named below is applying for Group Insurance to provide coverage for the class(es) of persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: City of Abilene (the "Policyholder")
2. Address: 555 Walnut St. City Abilene State TX Zip 79601

EFFECTIVE DATE

The effective date of the applied for group insurance will be 01/01/2026, subject to MetLife's acceptance of this application and the applicant's payment of the Premium due on or before such date.

SITUS

Group Policy forms will be issued for delivery in and governed by the laws of Texas .

COVERAGE DATA**Employees / Members****Dependents**

Dental Insurance 

Dental Insurance 

PREMIUM DATA

Premiums will be paid: ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other: _____

Attached is an advance payment of: \$ 0.00

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of all Group Policy forms issued pursuant to this application; including all Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

(Signature of Applicant's Authorized Representative)

Signed at: Abilene TX
(City) (State)

Mindy Patterson, City Manager
(Print Name and Title of Authorized Representative)

Date: _____

(Signature of Licensed MetLife Agent or Resident Agent as required by law)

(Agent's State License No.)

(Print Name of Agent)

City Of Abilene

SCHEDULE OF INITIAL PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Dental Insurance – High Plan:

Amount Per Employee

Employee only	\$ 39.68
Employee and Spouse	\$ 80.75
Employee and Child(ren)	\$ 85.44
Employee, Spouse and Child(ren)	\$120.80

Dental Insurance – Low Plan:

Amount Per Employee

Employee only	\$ 22.25
Employee and Spouse	\$ 46.66
Employee and Child(ren)	\$ 51.06
Employee, Spouse and Child(ren)	\$ 75.47

Applies To

Effective Date

All Full-Time Employees – High Plan – Dental Insurance

January 1, 2026

All Full-Time Employees – Low Plan – Dental Insurance

January 1, 2026

The above initial monthly Dental Insurance Premium rates will not be increased by more than 9% for the period which begins on January 1, 2027, and ends December 31, 2027.

City of Abilene
Dental Marketing Analysis
Effective Date: 1/1/2026

Benefits	Current			Renewal			MetLife			Standard		
	BCBS			BCBS			PDP Plus Network			Classic PPO Network		
	Low Plan	High Plan		Low Plan	High Plan		Low Plan	High Plan		Low Plan	High Plan	
Deductible	\$50 Individual \$150 Family	\$50 Individual \$150 Family		\$50 Individual \$150 Family	\$50 Individual \$150 Family		\$50 Individual \$150 Family	\$50 Individual \$150 Family		\$50 Individual \$150 Family	\$50 Individual \$150 Family	
Ded Waived for Preventive	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Preventive	100%	100%		100%	100%		100%	100%		100%	100%	
Basic	70%	80%		70%	80%		70%	80%		70%	80%	
Major	50%	50%		50%	50%		50%	50%		50%	50%	
Endodontics and Periodontics	50%	50%		50%	50%		50%	50%		50%	50%	
Late Entrants / Waiting Period	None	None		None	None		None	None		None	None	
Calendar Year Maximum	\$1,000	\$2,000		\$1,000	\$2,000		\$1,000	\$2,000		\$1,000	\$2,000	
R&C Percentage	MAC	80%		MAC	80%		MAC	80%		MAC	80%	
Orthodontia	Child Only (age 26)	Adult & Child		Child Only (age 26)	Adult & Child		Adult & Child (age 19)	Adult & Child (age 19)		Child Only	Adult & Child	
Orthodontia Coverage	50%	50%		50%	50%		50%	50%		50%	50%	
Orthodontia Maximum	\$500	\$1,500		\$500	\$1,500		\$500	\$1,500		\$500	\$1,500	
Participation Requirement	75%			75%			69%			60%		
Rate Guarantee	2 years - until 12/31/2025			1 year - until 12/31/2026 2nd year rate cap of 8%			1 years - until 12/31/2026 2nd year rate cap of 9%			2 years - until 12/31/2027		
Employee Only	Current Rates	Current Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates	
	\$16.67	\$29.72		\$23.70	\$42.26		\$22.25	\$39.68		\$26.09	\$46.51	
Employee + Spouse	Current Rates	Current Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates	
	\$34.95	\$60.49		\$49.70	\$86.02		\$46.66	\$80.75		\$54.70	\$94.67	
Employee + Child(ren)	Current Rates	Current Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates	
	\$38.25	\$64.00		\$54.39	\$91.01		\$51.06	\$85.44		\$59.86	\$100.16	
Employee + Family	Current Rates	Current Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates		Proposed Rates	Proposed Rates	
	\$56.53	\$90.49		\$80.39	\$128.68		\$75.47	\$120.80		\$88.47	\$141.62	
Monthly Total	\$14,460.32	\$28,339.10		\$20,561.98	\$40,298.57		\$19,303.66	\$37,832.73		\$22,630.86	\$44,350.93	
Annual Total	\$173,523.84	\$340,069.20		\$246,743.76	\$483,582.84		\$231,643.92	\$453,992.76		\$271,570.32	\$532,211.16	
Combined Annual Total	\$513,593.04			\$730,326.60			\$685,636.68			\$803,781.48		
Difference from current	-	-		\$216,733.56			\$172,043.64			\$290,188.44		
% Difference				42%			33%			57%		
				\$1.00 PEPM off Medical Admin			3% one time credit (\$21,000)			1.5% Ongoing tech credit (\$12,500) \$10,000 Implementation Credit		

Disclaimer:
The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations.
In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Voluntary Fully Insured Dental Plan

June 26, 2025





Background

- The City currently offers dental benefits to eligible employees, retirees, and their dependents.
- The dental program is an important component of the City's overall employee benefits package, supporting employee wellness and preventative care.
- The existing contract with the current dental carrier is expiring on 12/31/2025.
- The goal of the RFP was to identify a carrier who could:
 - Administer the City's dental plans effectively
 - Match current benefits and coverage levels
 - Provide an extensive network of high-quality dental providers
 - Offer competitive administrative fees and cost efficiencies
 - Support strong customer service and claims administration





Selection Process

- Notices were published for RFP #CB-2536 on March 31, 2025 with proposals due on April 28, 2025.
- Three (3) companies responded to the RFP
- The rating criteria consisted of the following:
 - Scope of services and integration of plan functions (15%)
 - Cost of services and ability to duplicate current plan designs (40%)
 - Dedicated support and account management team (15%)
 - Capability & capacity to perform the services for the project (15%)
 - References and experience with Similar Client (15%)





Vendor Evaluation - MetLife

Criteria	MetLife
• Scope of Services and Integration of Plan Functions to include Reporting Requirements and Demonstrated Ability to Meet City's objectives	12
• Cost of Services and Ability to Duplicate Current Plan Designs	35
• Dedicated Support and Account Management Team	10
• Capability and Capacity to Perform the Services for the Project Including Network, Potential Disruption, and multi-year rate guarantee	13
• References and Experience with Similar Clients	10
Total	80





Recommendation - MetLife

Recommendation

One Year Service Agreement with the option to renew for a second year and a rate cap of 9% with the cost solely on the employee as this is a voluntary plan effective 1/1/2026





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 4. **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. *(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 061925
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, unless otherwise prohibited by law.
 - 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.

City of Abilene, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

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.

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**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: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

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.

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- 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





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 Sourcwell 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



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Synology Storage Products and Parts from CDW-G (Troy Swanson)

GENERAL INFORMATION

The Information Technology (IT) Department, will require products to support the implementation of two Synology network attached storage systems from CDW-Government to satisfy the City's storage requirements. These services will be acquired via the Texas DIR-CPO-5093 Contract in the amount of \$53,446.30.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - CDW
2. 20250626 - City Council - CDW Quote

3. 20250626 - City Council - Presentation - CDW

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE SYNOLOGY STORAGE PRODUCTS AND PARTS FROM CDW-G THROUGH THE
TEXAS DIR-CPO-5093 CONTRACT**

WHEREAS, the City Council of the City of Abilene recognizes the need for products and parts to implement two Synology storage systems; and

WHEREAS, the Information Technology Department has identified the availability of the necessary equipment from CDW-Government through the Texas DIR-CPO-5093 Contract; and

WHEREAS, those products will provide for the implementation of two network attached storage systems; and

WHEREAS, this will be accomplished in the amount of \$53,446.30 and these funds will be made available as part of the minor improvement fund; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of products from CDW-Government; 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 products from CDW-Government for the amount of \$53,446.30 in fiscal year 2025

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

ADOPTED this 26th day of June, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JOAN DURAN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PLPV519	6/3/2025	SYNOLOGY	0363833	\$53,446.30

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Synology HAS5300 - hard drive - 12 TB - SAS 12Gb s</u> Mfg. Part#: HAS5300-12T Synology 3.5" SAS HDD 12TB Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	16	6625524	\$463.46	\$7,415.36
<u>Synology SA3410 - NAS server</u> Mfg. Part#: SA3410 12 Bay RackStation SA3410 NAS Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	2	7466072	\$5,798.34	\$11,596.68
<u>Synology SA3610 - NAS server</u> Mfg. Part#: SA3610 12 Bay 2U RackStation SA3610 NAS Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	2	7445075	\$7,637.45	\$15,274.90
<u>Synology SAT5221-3840G - SSD - Enterprise - 3.84 TB - SATA 6Gb s</u> Mfg. Part#: SAT5221-3840G 2.5" SATA SSD 3840G Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	16	8120146	\$974.51	\$15,592.16
<u>Synology E25G30-F2 Dual-Port 25GbE SFP28 Network Interface Adapter Card</u> Mfg. Part#: E25G30-F2 SYNOLOGY E25G30-F2 SFP28 2PORT Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	4	7612901	\$374.54	\$1,498.16
<u>Synology - DDR4 - module - 16 GB - DIMM 288-pin - 1333 MHz - registered</u> Mfg. Part#: D4ER01-16G DDR4 ECC Registered DIMM 16GB Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	4	7095021	\$412.54	\$1,650.16

QUOTE DETAILS (CONT.)Synology - rack rail kit

4

6772813

\$104.72

\$418.88

Mfg. Part#: RKS-02

Sliding Rail Kit for RackStation

NAS

Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093

(DIR-CPO-5093)

SUBTOTAL \$53,446.30**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** \$53,446.30**PURCHASER BILLING INFO****Billing Address:**

CITY OF ABILENE

ACCOUNTING DIVI

PO BOX 60

ABILENE, TX 79604-0060

Phone: (325) 676-6200**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**

CITY OF ABILENE

INFORMATION TEC

555 WALNUT ST RM B07/B13

ABILENE, TX 79601-5254

Shipping Method: UPS Ground**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Monica Liwag** | 800.808.4239 | monica.liwag@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$53,446.30	\$1,531.77/Month	\$53,446.30	\$1,751.44/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Synology

Network Attached Storage

June 26, 2025





Synology Storage Products

Storage Requirement:

- Products and parts are required to implement two Synology network attached storage systems
- These storage systems provide for and replace end-of-life storage devices at the City's two primary sites
- These systems are available the Texas DIR-CPO-5093 Contract in the total amount of \$53,446.30

IT Department Recommendation

- Endorses the requested approval and acquisition of storage products required in the amount of \$53,446.30



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Dell Server Products and Parts from Dell (*Troy Swanson*)

GENERAL INFORMATION

The Information Technology (IT) Department, will require products to support the implementation of two Dell server systems from Dell Technology to satisfy the City's server requirements. These services will be acquired via the Texas DIR-CPO-5792 Contract in the amount of \$46,997.30. This is an acquisition from Dell Technologies of additional products acknowledging previous acquisitions that in total exceed the \$50,000 threshold.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - Dell

2. 20250626 - City Council - Dell Quote
3. 20250612 - City Council - Presentation - Dell

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE DELL SERVER PRODUCTS AND PARTS FROM DELL THROUGH THE TEXAS
DIR-CPO-5792 CONTRACT**

WHEREAS, the City Council of the City of Abilene recognizes the need for products and parts to implement two Dell server systems; and

WHEREAS, the Information Technology Department has identified the availability of the necessary equipment from Dell Technologies through the Texas DIR-CPO-5792 Contract; and

WHEREAS, those products will provide for the implementation of two server systems; and

WHEREAS, this will be accomplished in the amount of \$46,997.30 and these funds will be made available as part of the minor improvement fund; and

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

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

Part 1: That the City Council approves the acquisition of products from Dell Technologies for the amount of \$46,997.30 in fiscal year 2025

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

ADOPTED this 26th day of June, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 06, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	City of Abilene - R550 (GIS VM)	Sales Rep	Ross Bender
Quote No.	3000190998820.3	Phone	1(800) 456-3355, 6185344
Total	\$23,498.65	Email	Ross.Bender@Dell.com
Customer #	4954	Billing To	ACCOUNTS PAYABLE
Quoted On	Jun. 06, 2025		CITY OF ABILENE
Expires by	Jul. 06, 2025		ACCOUNTING DIVISION
Contract Name	State of Texas Department of Information Resources (TX DIR)		PO BOX 60
Contract Code	C000001269299		ABILENE, TX 79604-0060
Customer Agreement #	DIR-CPO-5792		
Solution ID	20431102.3		
Deal ID	25181257		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ross Bender

Shipping Group

Shipping To	Shipping Method
DOUG FUTRELL CITY OF ABILENE 555 WALNUT ST RM B07/B13 ABILENE, TX 79601 (325) 676-6389	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R550 Server [PowerEdge R550 TM]	\$23,498.65	1	\$23,498.65

Subtotal:	\$23,498.65
Shipping:	\$0.00
Non-Taxable Amount:	\$23,498.65
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$23,498.65
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Shipping Group Details

Shipping To

DOUG FUTRELL
CITY OF ABILENE
555 WALNUT ST
RM B07/B13
ABILENE, TX 79601
(325) 676-6389

Shipping Method

Standard Delivery

PowerEdge R550 Server [PowerEdge R550 TM]

Estimated delivery if purchased today:
Jun. 17, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

		Unit Price	Quantity	Subtotal
		\$23,498.65	1	\$23,498.65
Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R550 Server	210-AZEG	-	1	-
3.5 Chassis	379-BDSZ	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
Trusted Platform Module 2.0 V5	461-AAIG	-	1	-
8x3.5" SAS/SATA, 2 CPU, V3	321-BKJP	-	1	-
Intel Xeon Gold 5318Y 2.1G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (165W) DDR4-2933	338-CBWO	-	1	-
Intel Xeon Gold 5318Y 2.1G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (165W) DDR4-2933	338-CBWO	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
High Performance Heatsink	412-AAVT	-	1	-
High Performance Heatsink	412-AAVT	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
No RAID	780-BCDI	-	1	-
PERC H355 Controller Front	405-ABCQ	-	1	-
Front PERC Mechanical Parts, front load	750-ACFR	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan Cold Swap 2U,V2 x5	750-ADIN	-	1	-
Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium	450-AKLF	-	1	-
2 CPU, 3x16 LP+ 1x8(x4 link) LP	330-BBVE	-	1	-
PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, V4	329-BHNNH	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0	540-BCOD	-	1	-
PowerEdge 2U LCD Bezel	325-BEBV	-	1	-
Dell EMC Luggage Tag R550	350-BCFM	-	1	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	1	-

Windows Server 2022 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language	634-BYJS	-	1	-
Dell Connectivity Client - Enabled	379-BFXS	-	1	-
Dell Connectivity Module	634-CYDF	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails (B21)	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	1	-
PowerEdge R550 Shipping	340-CVKM	-	1	-
PowerEdge R550 Shipping Material	343-BBRT	-	1	-
PowerEdge 2U CE, CCC, Marking	389-DYMQ	-	1	-
Dell/EMC label (BIS) for 3.5" Chassis	389-DYMS	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-4568	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	859-4582	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	859-4602	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	2	-
20TB Hard Drive SAS 12Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive	161-BBVV	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	540-BDGV	-	1	-
Windows Server 2022 Datacenter,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCT	-	1	-
Windows Server 2022/2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY	634-BYJQ	-	2	-
50-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	634-BYKK	-	1	-
Microsoft SQL Server 2022 Standard, OEM, Additional Server	634-BZWD	-	1	-
Microsoft SQL Server 2022 Standard, 5 USER CALs Only OEM, No Media, NFI	634-BZVW	-	2	-

Subtotal:	\$23,498.65
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$23,498.65
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

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

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

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

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

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

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

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

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



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 12, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	City of Abilene - R550	Sales Rep	Ross Bender
Quote No.	(GIS VM) 2 of 2	Phone	1(800) 456-3355, 6185344
Total	3000191213151.1	Email	Ross.Bender@Dell.com
Customer #	4954	Billing To	ACCOUNTS PAYABLE
Quoted On	Jun. 12, 2025		CITY OF ABILENE
Expires by	Jul. 12, 2025		ACCOUNTING DIVISION
Contract Name	State of Texas Department of Information Resources (TX DIR)		PO BOX 60
Contract Code	C000001269299		ABILENE, TX 79604-0060
Customer Agreement #	DIR-CPO-5792		
Solution ID	20450076.1		
Deal ID	25181257		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ross Bender

Shipping Group

Shipping To	Shipping Method
DOUG FUTRELL CITY OF ABILENE 555 WALNUT ST RM B07/B13 ABILENE, TX 79601 (325) 676-6389	Standard Delivery

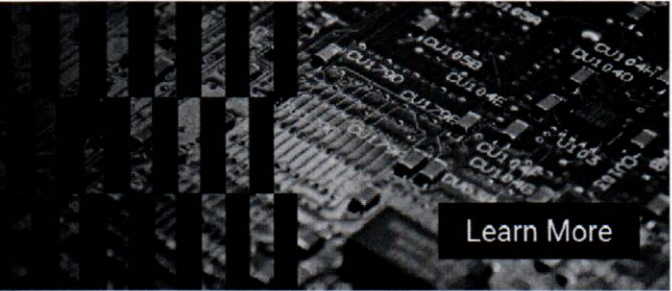
Product	Unit Price	Quantity	Subtotal
PowerEdge R550 Server [PowerEdge R550 TM]	\$23,498.65	1	\$23,498.65

Subtotal:	\$23,498.65
Shipping:	\$0.00
Non-Taxable Amount:	\$23,498.65
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$23,498.65

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Shipping Group Details

Shipping To

DOUG FUTRELL
CITY OF ABILENE
555 WALNUT ST
RM B07/B13
ABILENE, TX 79601
(325) 676-6389

Shipping Method

Standard Delivery

PowerEdge R550 Server [PowerEdge R550 TM]

Estimated delivery if purchased today:

Jun. 23, 2025

Contract # C000001269299

Customer Agreement # DIR-CPO-5792

Unit Price	Quantity	Subtotal
\$23,498.65	1	\$23,498.65

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R550 Server	210-AZEG	-	1	-
3.5 Chassis	379-BDSZ	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
Trusted Platform Module 2.0 V6	461-AAIG	-	1	-
8x3.5" SAS/SATA, 2 CPU, V3	321-BKJP	-	1	-
Intel Xeon Gold 5318Y 2.1G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (165W) DDR4-2933	338-CBWO	-	1	-
Intel Xeon Gold 5318Y 2.1G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (165W) DDR4-2933	338-CBWO	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
High Performance Heatsink	412-AAVT	-	1	-
High Performance Heatsink	412-AAVT	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
No RAID	780-BCDI	-	1	-
PERC H355 Controller Front	405-ABCQ	-	1	-
Front PERC Mechanical Parts, front load	750-ACFR	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan Cold Swap 2U,V2 x5	750-ADIN	-	1	-
Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium	450-AKLF	-	1	-
2 CPU, 3x16 LP+ 1x8(x4 link) LP	330-BBVE	-	1	-
PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, V4	329-BHNN	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0	540-BCOD	-	1	-
PowerEdge 2U LCD Bezel	325-BEBV	-	1	-
Dell EMC Luggage Tag R550	350-BCFM	-	1	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	1	-
BOSS S2 Cables and Bracket for R750xs/R550	470-BBJK	-	1	-

Windows Server 2022 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language	634-BYJS	-	1	-
Dell Connectivity Client - Enabled	379-BFXS	-	1	-
Dell Connectivity Module	634-CYDF	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails (B21)	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R550 Shipping	340-CVKM	-	1	-
PowerEdge R550 Shipping Material	343-BBRT	-	1	-
PowerEdge 2U CE, CCC, Marking	389-DYMQ	-	1	-
Dell/EMC label (BIS) for 3.5" Chassis	389-DYMS	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-4568	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	859-4582	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	859-4602	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	2	-
20TB Hard Drive SAS 12Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive	161-BBVV	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	540-BDGV	-	1	-
Windows Server 2022 Datacenter,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCT	-	1	-
Windows Server 2022/2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY	634-BYJQ	-	2	-
50-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	634-BYKK	-	1	-
Microsoft SQL Server 2022 Standard, OEM, Additional Server	634-BZWD	-	1	-
Microsoft SQL Server 2022 Standard, 5 USER CALs Only OEM, No Media, NFI	634-BZVW	-	2	-
		Subtotal:		\$23,498.65
		Shipping:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$23,498.65

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

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

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

Dell

Server Systems

June 26, 2025





Dell Server Products

Server Requirement:

- Products and parts are required to implement two Dell server systems
- These server systems provide for and replace end-of-life server devices at the City's two primary sites
- These systems are available the Texas DIR-CPO-5792 Contract in the total amount of \$46,997.30

IT Department Recommendation

- Endorses the requested approval and acquisition of server products required in the amount of \$46,997.30



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Matthew Dane, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Reservoir Federal Permitting (Matthew Dane)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Cedar Ridge Reservoir Federal Permitting (Phase 1) in an amount not to exceed \$360,000.00. This contract supports the City's re-engagement in the federal permitting process for the Cedar Ridge Reservoir, a key regional water supply project.

The scope of services includes inter-agency coordination, landowner engagement, technical support for a new Section 404 permit application, third-party contractor selection support, purpose and need analysis, and coordination with U.S. Army Corps of Engineers (USACE) and other regulatory agencies.

SPECIAL CONSIDERATIONS

This Professional Services Agreement represents Phase 1 of a multi-phase process to secure federal permitting for the Cedar Ridge Reservoir project. The project was previously paused in 2020 but was re-initiated in January 2025 with the U.S. Army Corps of Engineers (USACE). This initial phase will allow the City to resume coordination with federal and state agencies, support the selection of a new third-party contractor (3PC) required by USACE, and begin the preparation of a revised Section 404 permit application. It also includes updated technical evaluations and a re-examination of the project's purpose and need. Progression to future phases, including full Environmental Impact Study (EIS) development and permitting, will be contingent on the USACE's review process, scoping outcomes, and coordination requirements. Staff will return to Council for authorization of subsequent phases as the permitting process

advances.

FUNDING/FISCAL IMPACT

The contract will be funded from the Water Utilities Capital Improvement Program (CIP) Fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council Staff recommends that the Abilene City Council approve the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Reservoir Federal Permitting (Phase 1) in an amount not to exceed \$360,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution - eHT PSA Cedar Ridge Reservoir Federal Permitting
2. eHT PSA - Cedar Ridge Federal Permitting - Signed
3. 3 - Presentation - eHT PSA Cedar Ridge Reservoir Federal Permitting

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS
& TODD, INC. FOR THE CEDAR RIDGE RESERVOIR FEDERAL PERMITTING.**

WHEREAS, the City of Abilene (City) is pursuing the development of the Cedar Ridge Reservoir, a key regional water supply project and a Recommended Water Management Strategy in the Brazos G Regional and State Water Plans; and

WHEREAS, federal permitting for the project requires the submission of an updated Section 404 permit application and the development of a new Environmental Impact Statement (EIS); and

WHEREAS, Enprotec/Hibbs & Todd, Inc. (eHT) will assist the City with agency coordination, landowner engagement, technical analysis, third-party contractor selection support, and purpose and need evaluation as part of the reengagement in the federal permitting process; and

WHEREAS, Water Utilities staff recommends approval of a Professional Services Contract with eHT in an amount not to exceed \$360,000.00;

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

That the City Manager is authorized to execute a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Reservoir Federal Permitting (Phase 1) in an amount not to exceed \$360,000.00.

ADOPTED this 26th day of June, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the ____ day of _____, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Enprotec/Hibbs & Todd, a Corporation. organized under the laws of the State of Texas. (“Professional”).

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

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X4. Professional Liability	\$500,000 combined single limit (per occurrence)
___ 5. See Addendum for Special Coverages and/or revisions	

___ 6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Matthew Dane, PE
555 Walnut St
Abilene, TX 79604-0060

Professional – ATTN:
Jordan Hibbs, PE, President
402 Cedar St.
Abilene, TX 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: _____

Name: _____

Title: _____

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:  _____

Name: Jordan Hibbs, PE

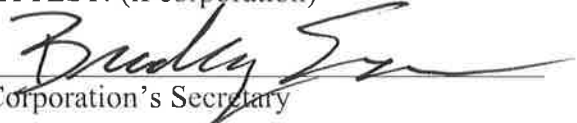
Title: President

Address: 402 Cedar St. Abilene, TX 79601

Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)



Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached Exhibit A.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(Time and Materials based on the attached Hourly Charges for Professional Services) per hour, or per the attached schedule, not to exceed \$360,000.00.

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

OPTION 2

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

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

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

OPTION 3

Payment is a fixed fee amount of \$. payable per upon completion of the work and written acceptance by the City.

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

Attachment A

Scope of Engineering Services Proposed Cedar Ridge Reservoir Federal Permitting (Phase 1)

The City of Abilene is continuing to pursue permits for the development of the Cedar Ridge Reservoir, a key regional water supply project for the City and a Recommended Water Management Strategy identified in the approved 2011, 2016, and 2021 Brazos G Regional Water Plans, and in the adopted 2012, 2017 and 2022 State Water Plans. Abilene has completed extensive data collection and baseline studies to evaluate the impact of the proposed Cedar Ridge Reservoir on the environment. This previous work provided the basis for the Water Rights Application submitted to the Texas Commission on Environmental Quality in 2011 and the Clean Water Act Section 404 preliminary application submitted to the US Army Corps of Engineers (USACE) in 2013. Key milestones for the 404 preliminary application being processed by the USACE include:

- February, 2014: USACE determination that the proposed Cedar Ridge Reservoir constitutes a major Federal action requiring preparation of an Environmental Impact Statement (EIS)
- January, 2017: USACE receives proposals from firms to prepare the EIS in response to a request for proposals issued by the USACE
- October, 2017: Abilene contracts with the USACE selected 3rd party contractor (3PC), Stantec Consulting Services (Stantec), to prepare the EIS
- April, 2018: Notice of Intent (NOI) to prepare an EIS published by the USACE in the Federal Register
- May, 2018: USACE conducts Public Scoping Meeting in Abilene
- June, 2018: Deadline for written scoping comments to be submitted to the USACE
- August, 2018: USACE publishes a withdrawal of the NOI in the Federal Register in response to the Memorandum of Understanding Implementing One Federal Decision Under [Executive Order 13807](#)
- September 10, 2018: “Defensibility Gaps Technical Report: Cedar Ridge Reservoir Permit Application EIS” Administrative Draft (Version 2.0) issued by the 3PC for concurrent review by Abilene and USACE. This Administrative Draft was based on the 3PC analyses of Abilene data provided to the USACE.
- September 19, 2018: Abilene pauses the 404 permit evaluation; 3PC begins preparation of work scope to address the Administrative Draft Defensibility Gaps Technical Report
- November 12, 2019: 3PC issues final Defensibility Gaps Technical Report
- November 12, 2019: 3PC Scope of Work proposed as Task Order 1.1 circulated to Abilene and USACE
- Spring 2020: Abilene suspends 404 permit evaluation due to COVID pandemic and key staff changes
- January 22, 2025: Virtual meeting with Abilene representatives and the USACE to reengage in the Federal permitting process and for developing the EIS for the proposed Cedar Ridge Reservoir. Key outcomes from this meeting included:
 - USACE stated a new 3PC would be procured to continue work on developing the EIS. The City will use its procurement process to issue a Request for Proposals for a new 3PC.
 - USACE stated another Public Scoping Meeting will be required
 - USACE will issue a new NOI when there is sufficient information to articulate the EIS

Work to support the reengagement of the Federal permitting process under this Professional Services Contract is outlined in the Tasks below. The Professional and its teaming partners (Professional Team) will support the Federal permitting of the Cedar Ridge Reservoir in a phased approach through this and subsequent Professional Services Contracts. Each subsequent Professional Services Contract will indicate the specific services to be performed or continued, deliverables to be provided, and compensation for the Professional and shall be executed by authorized representatives of each party.

Task 1 —Data Transfer / Interagency Coordination Involvement

The Professional Team will maintain communication with resource agencies as directed by Abilene leadership and staff. The Professional Team will develop and/or provide documents for/to agencies as requested by the City. Interagency coordination may include, but is not limited to: US Army Corps of Engineers (USACE), Texas Water Development Board (TWDB), Texas Commission on Environmental Quality (TCEQ), Texas Parks and Wildlife Department (TPWD), Environmental Protection Agency (EPA), the US Fish and Wildlife Service (FWS), and the Texas Historical Commission (THC).

Task 2 — Coordination with Ranches/Landowners

The Professional Team will maintain communications with ranch owners/landowners as directed by Abilene leadership and staff. The Professional Team will assist City staff and legal counsel with the development of access agreements/amendments as may be required. Also, the Professional Team will support the City's efforts to coordinate, organize, and lead meetings with the ranches/landowners to discuss on-going work efforts by the City and any changes in the development plans or the schedule for the project.

Task 3 – Section 404 Permitting

To facilitate the expedient preparation of the EIS and associated documents prepared by the third-party contractor, the Professional Team will serve as the Applicant's agent to provide technical data, analysis, and reports prepared as part of the engineering and on-going permitting efforts. This includes supporting the selection process for a new third-party contractor (3PC) and preparation/submission of a new 404 Permit Application in coordination with the City and the selected 3PC. The initial, preliminary 404 Permit Application was withdrawn by the USACE after the project was suspended by the City in 2020.

Third Party Contractor Selection Support

1. Coordinate with the City and the USACE on the development and issuance of the revised request for qualifications (RFQ) for the 3PC.
2. Respond to requests for information (RFIs) from potential 3PCs during the solicitation period.
3. Review and score the 3PC responses received.
4. Participate in 3PC interviews.
5. Meet with the City and the USACE to discuss scoring, ranking, and recommendations for selecting the 3PC.
6. Review selected 3PC scope of work and execution plan for first phase of its work.

Third Party Contractor Engagement Support

1. Update and transfer available data to the 3PC for its evaluation.
2. Participate in meetings with the 3PC, the USACE, and the City to discuss the data transfer and work previously completed.
3. Respond to data gap analysis requests from the 3PC.

4. Participate in meetings with the 3PC, the USACE, and the City to discuss 3PC review of the data and the proposed path forward.
5. Work with the 3PC to prepare and submit a new 404 Permit Application supporting the Cedar Ridge Project.

Purpose and Need Evaluation

Since this project went on hold, the demands and supplies of the City of Abilene have changed from what was proposed in the last purpose and need submitted to the USACE as part of the initial, preliminary 404 Application. Professional will evaluate the current water supply situation and provide feedback to the City on any potential modifications needed to the purpose and need statement when submitting the new 404 Permit Application.

1. Meet with City Staff to discuss changes to the demands and supplies of the City that may impact the purpose and need.
2. Obtain updated data from the City and other available sources to compile an updated demand, supply, and need understanding. This includes an evaluation of future supplies available to the City.
3. Perform hydrologic evaluations to determine if the drought of record used during the previous work with the USACE is still the most appropriate for use in determining available supplies.
4. Meet with the City to discuss results of the purpose and need reevaluation.
5. Draft for review and finalize with comments from the City an updated purpose and need statement in a technical memorandum.

Task 4 – Other Technical Support

The Professional Team will provide other technical support as directed by the City for regional water supply projects. Work under this task could include special analyses of Water Management Strategies as directed by the City; and other technical support as directed by the City in support of the overall EIS process.

Attachment B

Fee Schedule

Payment shall be on a Time and Materials basis (actual hours of work/time devoted to providing the described scope of work) in accordance with the attached Hourly Charges for Professional Services, not-to-exceed \$360,000.00. Hourly Charges are subject to annual adjustment in January, not to exceed 5%.

Professional shall submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. The Professional's invoices shall be in a form acceptable to the City. City will pay such invoices according to its normal payment procedures.

HOURLY CHARGES FOR PROFESSIONAL SERVICES (2025)

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

Principal	\$ 250.00 per hour
Senior Project Manager	220.00 per hour
Senior Project Manager (Scott Hibbs, PE).....	125.00 per hour
Project Manager	190.00 per hour
Senior Engineer / Geologist.....	170.00 per hour
Project Engineer / Geologist.....	150.00 per hour
Staff Engineer I / Geologist I.....	130.00 per hour
Staff Engineer II / Geologist II.....	125.00 per hour
RPLS I	180.00 per hour
RPLS II	150.00 per hour
Operations Specialist / Regulatory Compliance Specialist	165.00 per hour
Contract Operator (Certified Class A/B Operator)	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	150.00 per hour
Engineering / Field Technician II	125.00 per hour
Engineering / Field Technician III	95.00 per hour
CAD I	145.00 per hour
CAD II	115.00 per hour
CAD III	80.00 per hour
Administrative	80.00 per hour
Survey Party	235.00 per hour - 3 man
.....	210.00 per hour - 2 man
.....	185.00 per hour - 1 man
Survey Tech 1	100.00 per hour
Survey Tech 2	80.00 per hour

Expense Items

Consultants, Contractors & Supplies	Cost plus 5%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

**Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc.
for the Cedar Ridge Reservoir Federal Permitting**





Cedar Ridge Reservoir Federal Permitting

- Approve a contract with Enprotec/Hibbs & Todd, Inc. (eHT) for \$360,000
- Phase 1 of a multi-phase federal permitting process
- Work includes:
 - Agency coordination (USACE, EPA, TPWD, FWS, TCEQ, TWDB)
 - Support for third-party contractor (3PC) selection
 - Updated Section 404 permit application
 - Reassessment of project purpose and need
 - Future phases will be brought to Council as needed based on USACE direction and process
 - Funded through the Water Utilities CIP Fund



Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Reservoir Federal Permitting

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Matthew Dane, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Contract with Vortex Services LLC for the Installation of a 36" UV CIPP Liner on an Aerial Sewer Line (Matthew Dane)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a contract with Vortex Services LLC for the installation of a 36-inch UV Cured-In-Place Pipe (CIPP) liner on an aerial sewer line for the amount of \$191,555.00. The contract includes UV CIPP installation, bypass pumping, and associated services. The project will be completed through BuyBoard Cooperative Purchasing Contract #731-24.

SPECIAL CONSIDERATIONS

This 36-inch aerial sewer main is one of three primary trunk lines feeding the Buck Creek Lift Station and conveys a significant portion of daily wastewater flow from the City's collection system. The line spans a tributary of Rainey Creek and was originally installed using cast iron pipe. Over time, the pipe has experienced substantial corrosion, resulting in holes along the pipe barrel. City crews have previously applied fiberglass wraps to temporarily repair these defects. This project will provide a long-term solution by lining the pipe using a UV-cured CIPP system, which will restore structural integrity, seal out infiltration, and extend the service life of the aerial crossing.

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 approve the contract with Vortex Services LLC for the installation of a 36-inch UV CIPP liner in the amount of \$191,555.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution - Vortex 36inch CIPP Lining
2. Vortex Services - Aerial 36-Inch UV CIPP Liner Contract -Signed
3. 3 - Presentation - Vortex 36inch CIPP Lining

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE CONTRACT WITH VORTEX SERVICES LLC FOR THE
INSTALLATION OF A 36-INCH UV CIPP LINER ON AN AERIAL SEWER LINE.**

WHEREAS, the City of Abilene (City) owns and operates a municipal wastewater collection system that includes sewer mains, lift stations, and associated infrastructure; and

WHEREAS, a 36-inch aerial sewer main conveying flow to the Buck Creek Lift Station has experienced significant corrosion due to age and environmental exposure, resulting in structural damage; and

WHEREAS, this pipeline is one of three major sewer trunk lines that serve the City and is critical to the reliable conveyance of wastewater to the Buck Creek Lift Station; and

WHEREAS, Vortex Services LLC has submitted a proposal through BuyBoard Cooperative Purchasing Contract #731-24 to install a UV-cured CIPP liner and perform associated bypass pumping services for the amount of \$191,555.00; and

WHEREAS, the procurement through BuyBoard complies with Texas Local Government Code Chapter 271, Subchapter F, related to cooperative purchasing programs; and

WHEREAS, City staff recommends that the Abilene City Council approve the contract with Vortex Services LLC to complete this essential rehabilitation project;

**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 Vortex Services LLC for the installation of a 36-inch UV CIPP liner on an aerial sewer main for the amount of \$191,555.00

ADOPTED this 26th day of June, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



CONSTRUCTION CONTRACT (Short Form)

This Contract, dated the ____ day of June, 2025, is between the City of Abilene (“City”), a home rule municipal corporation of the State of Texas and Vortex Services (“Contractor”), a company organized under the laws of the State of Delaware.

I. TERMS

In consideration of \$191,555.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Contractor has fully performed the terms of this Contract and the City’s agent is satisfied that the work has been completed with the terms of this Contract, the City’s agent shall pay the Contractor in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Contractor if the City’s agent determines that the Contractor failed to fully perform the work in accordance with the terms of this Agreement, in which case the Contractor shall bear all costs, including the cost to the City of hiring someone else, due to the Contractor’s neglect, delay, or refusal to fulfill the terms of this Contract.

The City reserves the right to have its agent inspect the premises to determine whether or not the Contractor has fully complied with the terms of this Contract.

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

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within a mutually agreed upon date calendar days after the effective date of this Contract.

IV. ASSIGNMENT

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

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS

CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
<u>_X_</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>_X_</u> 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>_X_</u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u> </u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	
<u> </u> 6. No Insurance Required	

IX. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. INDEBTEDNESS TO CITY

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

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

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must also furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the Contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

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

or to Contractor at:

ATTN: B.J. Kerstiens, SVP, Services
18150 Imperial Valley Dr.
Houston, TX 77060

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

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

XVIII. STATUTORY VERIFICATIONS

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

Verification Against Discrimination of Firearm or Ammunition Industries Provision.

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

Verification Against Boycott of Energy Companies Provision.

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

Prohibition on Contracts with Certain Companies Provision.

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

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

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

CONTRACTOR

By: _____

By: _____

Name:

Name: ISAIAH BEAN

Title:

Title: Regional Vice President

ATTEST:

City Secretary

Federal Tax ID#: 205007200

APPROVED:

By: _____
City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Vortex Servies will install approximately 245 linear feet of 36-inch UV-cured CIPP liner on an aerial sewer main. The project includes mobilization, setup of a 12-inch bypass pumping system with 1,000 feet of pipe, operation of the bypass system during installation, and teardown afterward. Vortex will perform final cleaing and post-installation CCTV.

Vortex Bid Number 2501540 is incorporated and attached herein. If any terms and conditions of this bid conflict with the terms and conditions contained in the Agreement, then the terms and conditions of this Agreement control.



To:	City Of Abilene	Contact:	Buyboard ID# 731-24
Address:	PO Box 60 Abilene TX	Phone:	
Project Name:	TX - Abilene - Aerial - 36" UV CIPP Liner X 245' Rev 040225	Bid Number:	2501540
Project Location:	Cross Country Under Aerial Lines, Abilene, TX	Bid Date:	5/30/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Local Option					
I.1A.012	36" UV CIPP Liner X 5.6mm	245.00	LF	\$475.00	\$116,375.00
I.20A.048	Mobilization - Texas	1.00	EACH	\$20,680.00	\$20,680.00
I.4A.004	Set Up 12" Pump And Piping And 1,000' Of Pipe	1.00	EACH	\$25,000.00	\$25,000.00
I.4A.024	Operate 12" Pumping System	2.00	DY	\$10,500.00	\$21,000.00
I.4A.035	Tear Down 12" Pump And Piping	1.00	EACH	\$8,500.00	\$8,500.00
Total Price for above Local Option Items:					\$191,555.00

Notes:

- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing. We will need to get a 25' boxtruck within 25' of each manhole structure. Any clearing of brush etc to install bypass or access MH will be provided by others.
- All clean and CCTV will be by others. Vortex will "sweep" just prior to lining and provide post install CCTV.
- This proposal includes bypass
- All maintenance of traffic (MOT) and / or traffic control will be provided by Others. IF REQUIRED.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Vortex Services LLC Authorized Signature: _____ Estimator: Patrick Holland (207) 530-0937 patrick.holland@vortexcompanies.com
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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 \$per the attached payment schedule per hour, or per the attached schedule, not to exceed \$191,555.00.

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

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

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

OPTION 2

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

OPTION 3

Payment is a fixed fee amount of \$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, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

(End of Document)

**Approve the Contract with Vortex Services LLC for the Installation of a 36"
UV CIPP Liner on an Aerial Sewer Line**





Aerial Sewer Line Liner

- Approve the contract with Vortex Services LLC in the amount of \$191,555.00
- Project includes installation of 36-inch UV CIPP liner and bypass pumping services.
- Procured through BuyBoard Cooperative Purchasing Contract #731-24





Aerial Sewer Line Liner

- One of three major trunk lines feeding the Buck Creek Lift Station
- Pipe has experienced significant corrosion, including holes in the pipe wall
- Temporary fiberglass repairs made by City crews
- UV CIPP liner will restore structural integrity and extend service life
- Funded through the Water Utilities Department Operating Budget



Approve the Contract with Vortex Services LLC for the Installation of a 36" UV CIPP Liner on an Aerial Sewer Line

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2025 Takeuchi TB290CR Mini Excavator for Street Services from Kirby Smith Machinery of Abilene, Texas (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) 2025 Takeuchi TB290CR Mini Excavator for Street Services from Kirby Smith Machinery of Abilene, Texas through the BuyBoard co-operative contract #685-22, to replace an existing unit that has met the end of its useful life. This will be a change in equipment type to better suit the division's objectives and goals.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided by the Fleet Replacement Fund and total \$121,038.12. The funds for this purchase were planned and included in the FY25 Budget Process. This is \$11,038.12 over budget.

STAFF RECOMMENDATION

Fleet Services and Street Services staff recommend the purchase of (1) 2025 Takeuchi TB290CR Mini Excavator through Kirby Smith Machinery of Abilene, Texas using BuyBoard

Contract # 685-22-23 for Street Services.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP Mini Excavator Resolution
2. FY25 Streets Mini Excavator Pricing Worksheet
3. FY25 CO-OP Mini Excavator for Streets Additional Info
4. FY25 CO-OP Mini Excavator for Streets Budget Vs Actual
5. FY25 Co-Op Mini Excavator Presentation

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

**TO PURCHASE ONE 2025 TAKEUCHI TB290 FROM KIRBY SMITH MACHINERY, ABILENE TX, THROUGH
BUYBOARD CO-OPERATIVE CONTRACT #685-22, QUOTE # SWHITLEY-1384**

WHEREAS, City of Abilene has a need for one mini excavator; and

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

WHEREAS, This unit will be a 2025 Takeuchi TB290CR mini excavator; and

WHEREAS, City of Abilene received pricing for one a 2025 Takeuchi TB290CR mini excavator through
BuyBoard Co-Operative Contract #0685-22, Quote #swhitley-1384; and

WHEREAS, Kirby Smith Machinery is the BuyBoard approved vendor for the Mini Excavator.

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

PART 1: That the City Council approves this purchase from Kirby Smith Machinery of Abilene, Texas in
the amount of One Hundred Twenty One Thousand Thirty Eight Dollars and Twelve Cents (\$121,038.12) for one
2025 Takeuchi TB290CR through Buyboard Co-Operative Contract #685-22, Quote # swhitley-1384.

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

ADOPTED this 26^h day June, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



4/2/2025

Quote #: swhitley-1384

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

Dear Cassandra Lambert:

We are pleased to quote the following for your consideration:

TAKEUCHI TB290CR 2025 model w/ 0 hours, Unit # TL25079, S/N TL25079.

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

- **TAKEUCHI TB290CR 2025, CAB, RUBBER TRACKS**

The following Attachments are included:

- **12" Bucket**
- **24" Bucket**
- **D Lock Coupler**

Additional Details:

Sales Price: **\$121,038.12**

Sub Total: **\$121,038.12**

Total Price: **\$121,038.12**

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

To be purchased through BuyBoard. Contract # 685-22

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

Sincerely,

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

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

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

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**Mini Excavator**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4121	Streets	2009	Terex	860B	83,821		\$90,246.98	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS

Mini Excavator

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4121	4103	Streets Services	Backhoe Loader	\$110,000.00	\$121,038.12	\$11,038.12	
				\$110,000.00	\$121,038.12	\$11,038.12	Over Budget

Mini Excavator





Co-op Mini Excavator

- Replacing unit 4121 for Streets Services
- Unit to be a 2025 Takeuchi TB290CR Mini Excavator
- Recommend award of unit to Kirby Smith Machinery of Abilene, Texas





Co-op Mini Excavator





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Renewing a Lease Agreement with Capps Rent A Car, Inc for Short-Term Vehicle Leases (Don Green)

GENERAL INFORMATION

Capps Rent A Car, Inc has provided short-term vehicle leases to meet various needs of City Divisions. A competitive leasing program quote was obtained from D&M Leasing, with which the City has an existing vehicle lease program, and Capps Rent A Car was the more cost-effective option to meet the specific need.

SPECIAL CONSIDERATIONS

This is a request to renew the leasing program for another year as it was previously approved in March, 2024.

FUNDING/FISCAL IMPACT

The Capps Rent A Car, Inc. leasing program is funded in the FY25 budget and will be included in future budgets due to the ongoing needs of the City.

STAFF RECOMMENDATION

Fleet staff recommend renewing the lease with Capps Rent A Car, Inc for another year.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25-FY26 Capps Rent A Car Resolution
2. FY25 Capp's Rent-A-Car Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO RENEW A LEASE AGREEMENT WITH CAPPS RENT-A-CAR, INC FOR THE LEASE OF FIFTEEN (15)
VEHICLES**

WHEREAS, City of Abilene has a need to lease fifteen (15) vehicles; and

WHEREAS, City of Abilene budgeted for these leases in FY25 and FY26; and

WHEREAS, City Council has approved and Capps Rent-A-Car has successfully provided short term leases in FY23 and FY24,; and

WHEREAS, City of Abilene received pricing for vehicle leases of \$1050 per vehicle per month, and

WHEREAS, the City of Abilene desires to continue a short-term leasing program with Capps Rent-A-Car

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

PART 1: That the City Council approves renewing a lease agreement with Capps Rent-A-Car in the amount of One Hundred Eighty Nine Thousand Dollars and Zero Cents (\$189,000.00) for the lease of fifteen (15) vehicles.

PART 2: That the City Council approves the renewal of the lease of vehicles on an annual basis.

PART 3: That this resolution shall take effect immediately from and after passage

ADOPTED this 26^h day June, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Capps Vehicle Leasing





Capps Rent-A-Car Leasing

The City of Abilene is currently leasing twelve (12) vehicles from Capps Rent A Car, Inc.

The current lease expired in February of 2025 and has gone month-to-month.

The City of Abilene is in need to increase the number of vehicle leases to fifteen (15).

Capps Rent A Car Inc. has increased the monthly lease payment from \$899 a month, per vehicle, to \$1050 a month.





Capps Rent-A-Car Leasing

The new annual lease for fifteen vehicles will be \$189,000

This increase does not require additional funds. It will be funded through transfers from other line items.





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2025 Battle Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body for Solid Waste Services from Bond Equipment Company of Irving, Texas (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase One (1) 2025 Battle Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body for Solid Waste Services through BuyBoard Contract #723-23 from Bond Equipment Company of Irving, Texas, to replace an existing unit that has met the end of its useful life.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided by the Fleet Replacement Fund and total \$216,542.00. The funds for this purchase were planned and included in the FY25 Budget Process. This is \$21,542.00 over budget.

STAFF RECOMMENDATION

Fleet Services and Solid Waste Services staff recommend the purchase of One (1) 2025 Battle

Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body for Solid Waste Services through BuyBoard Contract #723-23 from Bond Equipment Company of Irving, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY25 CO-OP Non CDL Rear Loader Resolution
2. FY25 CO-OP Non CDL Rear Loader Additional Information
3. FY25 CO-OP Non CDL Rear Loader Budget vs Actual
4. FY25 CO-OP Non-CDL Rear Loader Pricing Worksheet
5. FY25 Co-Op Non CDL Rear Loader Presentation

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

**TO PURCHASE ONE 2025 BATTLE MOTORS LNT CHASSIS WITH HEIL CURAHEE 13-YARD REAR
LOADER REFUSE BODY FROM BOND EQUIPMENT COMPANY, IRVING TX, THROUGH BUYBOARD CO-
OPERATIVE CONTRACT #723-23**

WHEREAS, City of Abilene has a need for one non-cdl required Rear Loader; and

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

WHEREAS, This unit will be a 2025 Battle Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body; and

WHEREAS, City of Abilene received pricing for one 2025 Battle Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body through BuyBoard Co-Operative Contract #723-23; and

WHEREAS, Bond Equipment Company is the BuyBoard approved vendor for the non-cdl required Rear Loader.

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

PART 1: That the City Council approves this purchase from Bond Equipment Company of Irving, Texas in the amount of Two Hundred Sixteen Thousand Five Hundred Forty Two Dollars and Zero Cents (\$216,542.00) for one 2025 Battle Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body through Buyboard Co-Operative Contract #723-23.

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

ADOPTED this 26th day June, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Non CDL Rear Loader

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3977	Solid Waste	2009	Freightliner/Heil	M2 106/F5000	109,289	17,645	\$190,487.63	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS

Mini Excavator

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4121	4103	Solid Waste Services	Rear Loader	\$195,000.00	\$216,542.00	\$21,542.00	
				\$195,000.00	\$216,542.00	\$21,542.00	Over Budget

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

6/16/2025

Customer		City of Abilene		
Product Description	LH DR	Battle Motors	LNT 4X2	Diesel
		LNT 4X2		
Base Price in Bid/Proposal Number		723-23		\$161,880
Published Options *itemize each item below)				
Cummins 6.7				
Allison 3500				
11R22.5 Tires				
26,000GVWR				
		13 Yard Currahee RL	79446	
		Freight	4326	
Subtotal column 1	0	Subtotal column 2	83772	
Published Options added to Base Price (Subtotal of Column1 Column 2)				\$83,772
Subtotal of A+ B				\$245,652
Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)				
Adjustments per Body company				
PROMO UNDER CDL 2025	-29510			
Total Column 1	-29510	Total Column 2	0	
Unpublished Options added to Base Price (subtotal of Column 1 + 2)				-29510
				\$132,370.00
Dealer Install				
Contract Price Adjustment (if any explain)				
Total of C +D + E(Not including Buyboard Fee)				\$216,142
Quantity Ordered (Units x F)	1 # of Units			216,142
Buyboard Fee		400		400
Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)				
				Cummins Ext Warranty
				Truck Inspection
Subtotal non equipment changes				0
TOTAL PURCHASE PRICE INCLUDING (G +H +I)				216,542
Bond Equipment Company Inc.		Andy Bond		
2946 Irving Blvd		214-637-0760		
Dallas, TX 75247				

Non CDL Rear Loader





Non CDL Rear Loader

- Replacing unit 3977 for Solid Waste Services
- Unit to be a 2025 Battle Motors LNT chassis with Heil Curahee 13-yard Rear Load Refuse Body
- Recommend award of unit to Bond Equipment Company of Irving, Texas





Non CDL Rear Loader





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Chowning Realty LLC for 3450 S 11th St. *(Tim Littlejohn)*

GENERAL INFORMATION

Chowning Realty LLC is going to major renovate 3450 S 11th St as part of the adopted Rebuild Abi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$20,000

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Chowning RESOLUTION
2. Exhibit A

3. 3450 S. 11th_Chowning Realty_Major Renovation Ch 380 agreement.docx (1) (1)
4. Major Reno presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CHOWNING
REALTY**

This Economic Development Agreement (“Agreement”) is effective as of the 26th day of June, 2025 (“Effective Date”), by and between Chowning Realty, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 3450 S 11th St., in Abilene, Taylor County, Texas (the “Project Area”); and

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

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

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

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

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

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

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

ADOPTED on the 26th day of June, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



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

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

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

Address:___3450 S.11th St. Abilene Tx_____

Square footage:_____1200_____

Number of bedrooms:_____3_____

Number of bathrooms:_____2_____

By (signature):
DocuSigned by:
Aaron Chowning
BABB9CE3D84046B...

Name (printed):___Aaron Chowning_____

Title:___Principal_____

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

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**
Chowning Realty, LLC

This Economic Development Agreement ("Agreement") is effective as of the 26th day of June, 2025 ("Effective Date"), by and between Chowning Realty, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 3450 S.11th St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ___ Chowning Realty, LLC ___, its successors or assigns.

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

this Agreement.

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

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FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Chowning Realty, LLC

3066 Legends Trail

Abilene, TX 79601
aaronchowning@gmail.com
325.301-4099

By (signature):  _____
BABBOCE2DB84046B...

Name (printed): Aaron Chowning

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans and building permit submittal requirements.

Economic Development Agreement





- Chowning Realty is proposing to Major Renovate 3450 S 11th St.
- All renovation requirements will be met as part of the adopted program
- Estimated sales price will not be above \$203,000





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QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Chowning Realty LLC for 3549 N 11th St. *(Tim Littlejohn)*

GENERAL INFORMATION

Chowning Realty LLC is going to major renovate 3549 N 11th St. as part of the adopted Rebuild Abi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$20,000

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Chowning RESOLUTION (1)
2. Exhibit A (1)

3. 3549 N. 11th_Chowning Realty_Major Renovation Ch 380 agreement.docx (3) (1)
4. Major Reno presentation (1)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CHOWNING
REALTY**

This Economic Development Agreement (“Agreement”) is effective as of the 26th day of June, 2025 (“Effective Date”), by and between Chowning Realty, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 3549 N 11th St., in Abilene, Taylor County, Texas (the “Project Area”); and

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

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

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

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

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

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

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

ADOPTED on the 26th day of June, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



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

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

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

Address:___3549 N.11th St. Abilene Tx_____

Square footage: ¹²³⁶_____

Number of bedrooms: ³_____

Number of bathrooms: ²_____

By (signature): ^{DocuSigned by:} Aaron Chowning
BABB9CE3D84046B...

Name (printed):___Aaron Chowning_____

Title:___Principal_____

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

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND
Chowning Realty, LLC**

This Economic Development Agreement ("Agreement") is effective as of the 26th day of June, 2025 ("Effective Date"), by and between Chowning Realty, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 3549 N.11th St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

I. AUTHORITY

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

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ___ Chowning Realty, LLC ___, its successors or assigns.

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

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

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

VI. CITY OBLIGATIONS AND DUTIES

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

this Agreement.

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

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

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FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Chowning Realty, LLC
3066 Legends Trail
Abilene, TX 79601
aaronchowning@gmail.com
325.301-4099

By (signature):  BABD9CE3D84046B...

Name (printed): Aaron Chowning

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans and building permit submittal requirements.

City Council Meeting

Economic Development Agreement





- Chowning Realty is proposing to Major Renovate 3549 N 11th St.
- All renovation requirements will be met as part of the adopted program
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Single-Family Rehabilitation Program Project Budget with HOME Program Funds Located at 2226 Old Anson Road with Mackie Construction (*Tim Littlejohn*)

GENERAL INFORMATION

Neighborhood Services (NS) is seeking Council approval of a Resolution in support of a HOME-funded Single-Family Rehabilitation Program project located at 2226 Old Anson Road. The Single-Family Rehabilitation Program is an eligible program under the HOME program, which requires that the home being improved meet local building codes. The Single-Family Rehabilitation Program is discussed in both the FY 2020-2024 Consolidated Plan and the FY 2024/2025 Action Plan, which strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period.

SPECIAL CONSIDERATIONS

Of particular importance to the health of the City have been programs that address the condition of the housing stock. There is an extensive need for rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. Neighborhood Services has successfully funded housing rehabilitation activities throughout the City of Abilene. The Single-Family Rehabilitation Program provides assistance to owner-occupied, single-family housing to facilitate needed repairs which have not been affected by current or previous owners. HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs.

FUNDING/FISCAL IMPACT

There will be no local budgetary impacts. The project cost of \$77,500 is to be funded using FY 2024/2025 HOME Entitlement of \$443,143.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution approving the Single-Family Rehabilitation Program Project located at 2226 Old Anson Road with Mackie Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2226 Old Anson Road Resolution SFR Project
2. Agreement
3. BIDS: CB-2541
4. Council. PP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A SINGLE-FAMILY REHABILITATION PROJECT WITH FY 2024/2025
HOME FUNDS

WHEREAS, As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene receives Community Development Block Grant Funds (CDBG) and HOME Investment Partnership Funds (HOME); and

WHEREAS, the primary objective of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing for very low income and low income individuals. Consistent with that primary objective, the Federal assistance provided in the Community Development Program is for the support of the community development goals, objectives, and strategies which are eligible under applicable regulations; and

WHEREAS, of particular importance to the health of the City, have been programs that address the condition of the housing stock; and

WHEREAS, there is an extensive need for Rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. City has successfully funded housing Rehabilitation activities targeting lower income and elderly households unable to properly maintain their homes. The Single-Family Rehabilitation Program provides assistance to owner-occupied, single-family households to facilitate needed repairs which have not been affected by current or previous owners. Homes that meet the eligibility factors for a Rehabilitation Project have been declared substandard by both HUD and the City of Abilene Building Standards. HOME funds continue to be used to help meet the demand for decent, safe, affordable housing, homelessness, and other special needs; and

WHEREAS, the City received bids on June 12, 2025 for the Single-Family Rehabilitation Project located at 2226 Old Anson Road with the lowest bid being received from Mackie Construction in the amount of \$77,500.

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

Part 1. That the FY 2024/2025 Single-Family Rehabilitation Program project at 2226 Old Anson Road funded by the HOME Program in the amount of \$77,500 is hereby approved.

Part 2. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above, is required to enable the City of Abilene to carry on appropriate community development activities, directed toward meeting the stated objectives of the program.

Part 3. That the City Manager, or his/her designee, of the City of Abilene, Texas is hereby authorized to sign said application and any and all appurtenant documents on behalf of the City.

Part 4. That this resolution shall take effect immediately from and after its passage.

ADOPTED this June 26th, day of 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

HOME PROGRAM AGREEMENT BETWEEN CITY OF ABILENE, APPLICANT FOR SINGLE FAMILY REHABILITATION PROGRAM AND CONTRACTOR

This Agreement is between the City of Abilene ("City"), and applicant for the single family rehabilitation program, ROY HERNANDEZ (hereinafter "Homeowner" whether one or more persons), and MACKIE CROSSAN DBA MACKIE CONSTRUCTION, ("Contractor"). This Agreement applies only to the dwelling unit located at 2226 OLD ANSON RD. ABILENE, TX **79603-2709** "Property").

I. Purpose

The HOMEOWNER desires to make certain home improvements or home repairs of a real property located at 2226 OLD ANSON RD., ABILENE, TX, per Plans and Specifications, and General Specifications. The work to be done includes, general rehabilitation and/or, if applicable, lead abatement. Contractor has agreed to perform the improvements or repairs per specifications.

II. Term

In consideration of the assistance described herein. Homeowner agrees to comply with each of the responsibilities detailed below. The duration of this Agreement is fifteen (15) years from the date of completion of rehabilitation work and runs concurrently with the affordability period and deed of trust.

III. The Contract Documents

The Contract Documents consist of this Agreement, Contractor's Bid and Proposal, Conditions of Bid, Specifications, Schedules, and all Addenda issued prior to execution of this Agreement, and all authorized modifications issued following such execution. These documents constitute the Agreement between Homeowner, Contractor, and the City, and said documents are hereby incorporated by reference and are fully a part of the Contract as if attached to this Agreement or repeated herein.

IV. References to Parties

Contractor and Contractor's employees are not the agents, servants, or employees of the City. All rights conferred upon the respective parties and all agreements herein undertaken to be performed by them respectively shall inure to the benefit of and be binding upon said parties and their heirs, executors, administrators, grantees, successors, and assigns.

V. Use of HOME Program Funding

- A. The HOME Program funding provided by the City is in the amount of **\$77,500.00** as a partially deferred payment loan and an amortized payment loan, as reflected in Attachment A, Lien Release Schedule.
- B. At the time Homeowner is approved for HOME Program assistance, Homeowner shall have an ownership interest in and occupy the Property to be rehabilitated as Homeowner's principal residence. Homeowner agrees to continue to occupy the Property as his/her principal residence for fifteen (15) years from the date of this agreement, the period of affordability.
- C. The balance due on the forgiven deferred loan will decrease 1/180 monthly for a fifteen (15) year period beginning **June 27, 2025** and ending **June 26, 2040**. This is the period of affordability.
- D. Homeowner shall qualify as a low-income household with a gross household income that does not exceed 80% of the area median income as established by the U.S. Department of Housing and Urban Development for the Abilene area, adjusted for household size, and as updated annually.
- E. The HOME Program assistance provided by the City shall be secured by a promissory note and recorded subordinate deed of trust (no lower than second position).
- F. If, during the affordability period, the Homeowner sells or transfers title to the Property, rents or leases the Property, refinances the Property with cash-out, or if Homeowner no longer lives in the Property as his/her principal residence, all or part of the deferred payment loan will be due in an amount that shall be reduced pro-rata based upon the time (in full months) that the Homeowner has utilized the Property as his/her principal residence. However, in the event Homeowner sells the Property, if the net proceeds from the sale are less than the amount of HOME assistance due, the amount due shall be reduced in accordance with 24 CFR 92.254(a)(5)(ii)(A)(2). The amortized rehabilitation loan shall be due in full.
- G. An exception to the loans becoming due as stated in paragraph F., above, may be made in the event the person having interest in the property is able to qualify under the requirements of the HOME Program and enters into an agreement with the City.
- H. Housing rehabilitation work will provide general rehabilitation necessary to bring the Property into compliance with the City of Abilene's applicable building codes; the City's housing rehabilitation program standards; and applicable lead-based paint regulations (24 CFR 92.251 & 92.355). Rehabilitation work to be completed will be completed in accordance with the written work specification for the Property and fully executed and

approved change orders. All codes, standards, and regulations noted are incorporated by reference.

- I. 24 CFR 92.254 maximum after-rehab value of Property must not exceed the effective FHA Mortgage Limits for a single unit structure in Abilene metropolitan area.
- J. The maximum rehab for the single-family house located at **2226 OLD ANSON RD.**, Abilene, TX **79603-2709** is classified as modest housing and according to 24 CFR 92.250 HOME assistance in the amount of **\$77,500.00** does not exceed the Existing HOME Value Limits for the Abilene metropolitan area of **\$219,000.00**.

Estimated Start Date: **July 26, 2025** Estimated Completion Date: **December 24, 2025**.

VI. Duties of Homeowner

- A. Neither Homeowner nor any household member of Homeowner may engage in drug-related criminal activity, violent criminal activity, or felonious criminal activity. Any violation of this program obligation is grounds for default of this Agreement and will result in the repayment of the entire loan.
- B. Homeowner has a right of rescission period that is described in the Notice of Right of Rescission, which is attached and incorporated for all purposes as part of this agreement.
- C. Homeowner shall vacate the property of all belongings and personal effects as soon as possible, but before the expiration of 30-days from the date of execution of this agreement.
- D. The duties of the Homeowner shall include, but are not limited to: review Specifications and execute this Agreement with Contractor, and associated documents; and accommodate schedules of Contractor and City to facilitate timely completion of rehabilitation work, inspections and contractor reimbursement.
- E. Homeowner agrees to cooperate with the Contractor in making available utility services such as electricity, water, and gas, as may be reasonably necessary for the performance of the work as specified in the Contract Documents.
- F. Homeowner must provide proof of Homeowner's Insurance Replacement Coverage and Flood Insurance Coverage (when applicable) for a period not

G. Upon the completion of the project, if contractor repairs are necessary, Homeowner is responsible for contacting Contractor in accordance with the following procedures:

1. Homeowner must contact Contractor in writing, by certified mail return receipt requested, listing all repair problems.
2. Homeowner must send a copy of the letter to the City of Abilene Office of Neighborhood Services, (hereinafter ONS), P.O. Box 60, Abilene, Texas 79604 or bring it to the ONS office at 555 Walnut.
3. Homeowner must notify ONS in writing when Contractor has completed repairs.

VII. Duties of Contractor

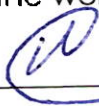
- A. The Contractor shall perform all work required by the Contract Documents for the commencement and completion of the following: The construction of certain repairs and/or improvement to the residence located at **2226 OLD ANSON RD., ABILENE TEXAS** TAYLOR, COUNTY, TEXAS **79603-2709**; said improvements consisting of all "required items" listed on the Specifications and Contractor's Bid and Proposal, including all necessary and required work in connection therewith. Work is to be commenced and completed under the terms of this Agreement. The Contractor agrees to furnish, at his own cost and expense, all of the materials, supplies, machinery, equipment, tools, insurance, supervision, labor, and other accessories and services which are necessary to complete the construction project in accordance with the conditions, plans, specifications, and prices stated in the respective Contract Documents referred to in this Agreement.
- B. Duties of the Contractor also include, but are not limited to: communicating with the Homeowner and the City regarding status of the work during the construction period; notifying the City in writing with justification delineating and supporting the need for any change order (including itemized cost information); completing any items identified on the final building inspection and ONS inspection; and adhering to warranties as specified under item VII. D. (4) of this Contract.
- C. Contractor hereby agrees to complete this Project in a good and workmanlike manner, according to the Plans and Specifications agreed upon by the Parties, and according to all other Contract Documents mentioned in Article III of this Agreement. Contractor further agrees to employ only those reliable, workers and subcontractors who, to the best of his or her knowledge, are competent and skillful in the performance of the types of work required under

this Contract. In compliance with 24 CFR 570.609, Contractor represents that at the time of execution hereof, Contractor and subcontractors (if any) are not listed on the HUD Disbarred Contractor's List or removed from the ONS Pre-Approved Contractors List. Contractor further agrees to discharge from the Project any workers, who are, in the Homeowner's opinion, incompetent, unreliable, or disorderly, when Homeowner provides Contractor with written notice of same. Such workers so discharged shall not be re-employed on the Project without Homeowner's written consent.

D. Warranties

For good and valuable consideration, Contractor provides the following warranties:

- (1) Contractor is skilled and experienced in the type of work described herein;
- (2) Contractor possesses any and all permits or licenses required to do the work of the nature described herein, and that said permits or licenses are valid and current for a one (1) year period from the date of final acceptance of all work required by this contract;
- (3) That the material and workmanship conform to all documents described in Article III of this Agreement, at the time of final inspection; and,
- (4) Contractor will, at his own expense, correct any non-conformance with the Plans and Specifications and any defects in material or workmanship, for a period of one (1) year from the date of Homeowner's acceptance of the work. Contractor will complete said corrections within thirty (30) calendar days or reasonable amount of time as determined by the parties thereof after receipt from the Homeowner of written notice of such nonconformities or defects, and will do so in such a manner as to meet the conditions specified in the Contract Documents. This warranty shall extend to subsequent homeowners, if any, during the warranty period. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature are installed or constructed on the property by the Contractor are new and free from defects in material or workmanship. Contractor and Homeowner agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Homeowner or subsequent Homeowners shall have given written notice to the Contractor, at Contractor's principal place of business, within one (1) year from the date of Homeowner's acceptance of the work.



E. Defects in workmanship or material shall include, but shall not be limited to, the following:

- (1) all or part of the work which is unsuitable or not in conformity with the requirements of any applicable Building, Plumbing, Electrical, or other such code;
- (2) all or part of the work which does not conform to the Specifications or the intent thereof;
- (3) any material or materials brought onto the work site whether or not actually used in the work, which are unsuitable or not in conformity with the requirements of any City building code; and
- (4) any material or materials brought onto the work site, whether or not actually used in the work, which do not conform to the Specifications or the intent thereof.

The City building official or designee, or appropriate governmental authority shall have the power to determine whether any defects exist in material or workmanship of said project.

F. Breach of Warranty: Remedies

Should Contractor fail to fulfill or comply with any of the above warranties, such failure may be treated as a breach of warranty, and shall give rise to the following remedies on behalf of Homeowner;

- (1) recession of the Agreement and obtaining substitute performance, at Contractor's expense, or,
- (2) delay or withholding by Homeowner or Homeowner's agent of part or all of the Final Payment; or
- (3) any other remedy provided by law for breach of any applicable implied or expressed warranty or warranties.

G. Final Clean-Up

The Contractor shall remove from the work site any and all surplus or discarded materials, temporary structures, and debris of every kind; said Contractor shall leave the work site in a neat, orderly condition comparable to that which originally existed. Final clean-up shall be made upon completion of the work. Failure to finish final clean-up may, at the option of Homeowner, or Homeowner's agent, result in delay or withholding of final payment.

H. Risk of Loss

Contractor shall, at his own expense, bear the risk of loss arising from or related to any of the following:

- (1) failure of the work to be performed;
- (2) any additional costs associated with inclement weather conditions,
- (3) any unforeseen circumstances occurring during the work progress;
- (4) any unusual obstructions or difficulties which may be encountered in the process of the work; or,
- (5) labor and/or material price increases.

I. In the event Contractor fails to comply with this contract, ONS will take the necessary action to place Contractor on the HUD Disbarred Contractors list and remove Contractor from the ONS Pre-Approved Contractors List.

J. Contractor has notice of and agrees to the requirements of the "Section 3 Clause Notice", which is attached to this Agreement and incorporated for all purposes.

K. Lead Based Paint Products

Lead based paint removal is a dangerous task and safety precautions shall be strictly enforced when workers are engaged in hazardous abatement.

In compliance with 42 USC 4821-4846 and 24 CFR 35 of CDBG regulations, lead based paint products shall not be used.

L. Permits and Codes

Contractor agrees to acquire and pay for all necessary permits, licenses, bonds and registration required for Contractor's performance.

M. Contractor to Furnish Names and Addresses

As soon as practicable or before starting the project, the Contractor shall furnish to ONS the names and addresses of suppliers of materials, subcontractors and employees who will furnish labor and/or materials in value of excess of five hundred (\$500.00) dollars for purposes of performance under this Agreement. Contractor's failure to submit names and addresses of those parties who furnish materials and/or labor in excess of five hundred (\$500.00) dollars may result in withholding of any payment to Contractor under this Agreement.

Contractor must submit proof of payment affidavit and lien waiver from each person/entity so named before final payment will be made.

N. Licensing/Bonding

Contractor shall provide copies of licenses and bonds as required by state law or city ordinance.

VIII. Insurance

A. General Requirements

Contractor and Homeowner must maintain the type and amounts of insurance required in this contract throughout the term of the agreement. Contractor and Homeowner must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the Homeowner and the City for their adequacy. This contract may be terminated if the Contractor fails to comply with all insurance requirements.

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

B. Additional Requirements

The required liability insurances and their certificates must:

1. Name the Homeowner and City as an additional insured for operations under this contract.
2. Provide for 30 days' advance written notice of cancellation or material change.

C. Types and Amounts of Insurance

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

<u>Type</u>	<u>Amount</u>
— 1. Workers' Compensation Employer's Liability	Statutory \$100,000
— 2. Commercial (Public) Liability Includes, but not limited to: - Premises/Operations - Independent Contractors - Products/Completed Operations - Contractual Liability	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

(Insuring above indemnity)
And where the exposure exists
- Explosion Collapse and Underground

- | | | |
|--------|---|--|
| ___ 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 Coverage and/or revisions | |
| ___ 6. | No Insurance Required | |

2. Homeowner's insurance.

Homeowner shall insure the property against loss or damage to the extent of the original loan amount. The insurance must be approved by the City and shall name the City as Loan Loss Payee.

IX. Disbursement of Funds

- A. Funds will be disbursed on a reimbursement basis per payment schedule or percent completed of contracted amount, plus any change orders, less 10% retainage, according to the schedule found in Article X of this Agreement.
- B. During the course of work, partial or in-progress payments may be made. Upon a completion of an in progress rehabilitation, inspections by ONS and City building officials (if required), the Contractor may submit a Contractor Request for Payment, signed by the Homeowner and the ONS Inspector. Contractor must furnish fully executed and dated "Agreement to Indemnify, Certification of Payment, Release of Lien, Warranty" (hereinafter "Release of Lien")s for the specified amount(s) paid to him/her AND from all subcontractors receiving such partial or in-progress payments. ONS Inspector, Homeowner and Contractor will execute the Certification of Inspection.
- C. Upon completion of the rehabilitation work, retainage funds will be held for thirty (30) days. The Contractor will submit a final Contractor Request for Payment, signed by the Homeowner and the ONS Inspector in the amount of the 10% retainage. The ONS Inspector, Homeowner and Contractor will execute the final Certification of Inspection.

X. Contract Sum and Payment Schedule

The total contract cost is **SEVENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$77,500.00).**

The first payment shall not exceed 50% of the total rehabilitation cost or the amount of deferred payment loan funds, whichever is less. Upon completion of lead based paint abatement Contractor will be reimbursed for 100% of the costs in accordance with the requirements of Article IX. Rehabilitation payments will be scheduled as follows:

% of Work Done	Projected Completion Date	Payment Amount
1. Lead Abatement	100% of abatement cost	\$0.00
2. 50%	<u>7/26/2025</u>	\$38,750.00
3. 40%	<u>8/26/2025</u>	\$31,000.00
4. 10%	<u>10/27/2025</u>	\$7,750.00
	TOTAL	<u>\$77,500.00</u>

XI. Financing Arrangements-Security

Contractor and Homeowner understand and agree that City will require a security for interim financing of the loan, and that furnishing of security will entail the execution and assignment by Homeowner, Contractor or both of a Security Interest Agreement and Deed of Trust. Each party therefore agrees to execute without unreasonable delay any and all instruments, documents or assignments thereof, which may be necessary to secure interim or permanent financing of the project.

XII. Liability Assumption of Risk and Indemnity

The Contractor must indemnify, hold harmless, and defend the City and Homeowner 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 or Homeowner.

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 or Homeowner 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, Contractor and Homeowner must provide the other prompt and timely notice of any covered event which in any way affects or might affect

any party. 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.

XIII. Lien

- A. In the event liens are filed against this property, Contractor agrees that Homeowner or the City has the option to withhold payment until any and all liens are released or satisfied. Final payment shall not be due until Contractor has delivered to Homeowner and the City release of all liens, if any, filed on this property arising out of performance by any Contractor, subcontractor, agent, employee, or supplier. Contractor shall provide a receipt in full covering all labor and materials for which a lien could be filed, or a satisfactory bond indemnifying Homeowner and the City against any lien.
- B. If a suit is brought upon any lien filed on the property, then Homeowner or City, may recover the amount of judgment and costs, including reasonable attorney's fees, from Contractor.
- C. If any costs or liens against this property arise after Contractor has been paid, then Homeowner may recover from Contractor the amounts for which Contractor is liable.

XIV. Property Standards

- A. All rehabilitation work will be completed in compliance with the City's adopted property standards and all applicable written local building and property codes and standards.
- B. Housing rehabilitation assistance will only be provided to cover the cost of rehabilitation necessary to bring the property in compliance with locally adopted, written building and property standards, rehabilitation program standards and applicable Federal and State building and property standards.

XV. Duties of City

- A. Roles and responsibilities of the City include, but are not limited to: ensuring payment to Contractor as set forth in the rehabilitation contract, communication with the Homeowner and Contractor regarding all

administrative procedures that affect completion of rehabilitation work; advising the Homeowner regarding city property standards, building code requirements, local property standards and housing rehabilitation standards which may affect the prioritization of work items; and documenting project files in compliance with all applicable HUD regulations.

- B. Roles and responsibilities of the City, the Homeowner, and the Contractor are more specifically outlined in the ONS Single-Family Rehabilitation Program Guidelines, incorporated herein by reference.

XVI. Written Agreement Provisions

A. Modification

Homeowner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in this Agreement shall be made unless in writing and mutually agreed to by Contractor, Homeowner, and ONS.

- B. Change orders may be authorized for necessary work items that were initially overlooked which could not be determined until the course of the rehabilitation work had already begun. Change orders must be approved in writing by Homeowner, City ONS manager and department director prior to the commencement of the proposed changed work, in order for such costs to be reimbursable.

- C. Change order risk shall be carried by Contractor.

- D. Homeowners or Contractors with concerns about the administration or operation of the Rehabilitation Program should communicate these concerns to the Housing Counselor in writing. If concerns cannot be negotiated or resolved successfully between the parties, a party may request a decision from the Neighborhood Initiatives Manager. The program procedures may be found in the ONS Single-Family Rehabilitation Program Guidelines.

- E. Homeowner agrees to abide by the HOME regulations as set forth in 24 CFR Part 92, which is incorporated as part of this agreement by reference. A copy of the regulation can be accessed at: <http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>.

F. Equal Opportunities

Contractor and Homeowner agree to provide equal opportunity to all persons without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.

G. Interpretation of Contract

In the event of any dispute, this Agreement shall be interpreted in accordance with Texas law.

H. Boycott of Israel

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract 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 contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XVII. Completion and Liquidated Damages

A. The commencement and completion dates are essential conditions of this Agreement. The work must begin as stated in the Notice to Proceed. The Contractor must proceed with the work at a rate of progress to ensure full completion within the contract time. The Contractor and the Homeowner expressly agree that the contract time for completing the work is a reasonable time as determined by the parties considering the average climactic and economic conditions and other factors prevailing in the locale. Because time is of the essence in this contract liquidated damages apply to its performance. For each working day that any work remains uncompleted after the final completion time as stated in the notice to proceed, the City may deduct the amount stated below from money due the Contractor:

1. If \$1.00 to \$25,000.00 is due to Contractor, the deduction amount will be \$10.00 per working day.
2. If \$25,001 or more is due to Contractor, the deduction amount will be \$15.00 per working day.

B. The sums of money deducted for failure to complete any portion of the work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion date. The Homeowner and Contractor agree to fixed amounts because it is impractical and extremely difficult to ascertain actual damages that would be sustained. The Contractor or Contractor's surety must promptly pay any additional amounts if the amount the City withholds from money due the Contractor does not cover the amount of liquidated damages.

C. The City will not charge Contractor liquidated damages or any excess cost when Contractor has given prompt written notice to Homeowner and ONS

prior to completion date, and ONS confirms the delay in completion of the work is due to:

1. any preference, priority or allocation order issued by ONS;
2. unforeseeable causes beyond the control and without the fault or negligence of Contractor, including acts of God, of the public enemy, of ONS or another contractor in the performance of a contract with ONS, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; or
3. any delays of subcontractors caused by the same occurrences listed in 2., above.

Executed this 27th DAY OF JUNE, 2025.

ROY HERNANDEZ
Homeowner

0
Homeowner

This instrument was acknowledged before me on 27th DAY OF JUNE, 2025 by ROY HERNANDEZ & 0.

Notary Public, State of Texas

Executed this 27th DAY OF JUNE, 2025



MACKIE CROSSAN

451-96-6886
Federal Tax ID #

GENERAL CONTRACTOR
Title

This instrument was acknowledged before me on 27th DAY OF JUNE, 2025 by MACKIE CROSSAN.

Notary Public, State of Texas

CITY OF ABILENE

City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney



Neighborhood Services
City of Abilene
P.O. BOX 60
555 Walnut St.,
Abilene, TX 79604-0060
325/437-4576 (Office)
325/437-4577 (Fax)

LIEN RELEASE SCHEDULE

ROY HERNANDEZ

FILE #: GL2025020501

2226 OLD ANSON RD.

RELEASE OF LIEN DATE:	YEARLY REDUCTION:	BALANCE MINUS YEARLY REDUCTION:	ANNIVERSARY MONTH/YEAR:
June 27, 2040	\$5,166.67	\$77,500.00	June 27, 2025
	\$5,166.67	\$72,333.33	June 27, 2026
	\$5,166.67	\$67,166.67	June 27, 2027
	\$5,166.67	\$62,000.00	June 27, 2028
	\$5,166.67	\$56,833.33	June 27, 2029
	\$5,166.67	\$51,666.67	June 27, 2030
	\$5,166.67	\$46,500.00	June 27, 2031
	\$5,166.67	\$41,333.33	June 27, 2032
	\$5,166.67	\$36,166.67	June 27, 2033
	\$5,166.67	\$31,000.00	June 27, 2034
	\$5,166.67	\$25,833.33	June 27, 2035
	\$5,166.67	\$20,666.67	June 27, 2036
	\$5,166.67	\$15,500.00	June 27, 2037
	\$5,166.67	\$10,333.33	June 27, 2038
	\$5,166.67	\$5,166.67	June 27, 2039
	\$5,166.67	\$0.00	June 27, 2040

ROY HERNANDEZ

June 27, 2025

Date



EQUAL HOUSING
OPPORTUNITY

P.O. BOX 60 555 WALNUT ST., ABILENE, TX 79604-0060

PAGE
1 OF 1

TEXAS OIL ELECTRIC, INC.

*NOTES: INDICATES RECOMMENDED AWARD

NEIGHBORHOOD SERVICES

SINGLE-FAMILY REHABILITATION PROJECT

2226 Old Anson Road

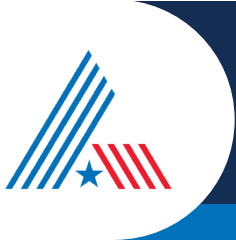




Agenda Item: Rehabilitation Project #CB-2541

- The Agreement for this owner-occupied project involves the Rehabilitation of an existing property. The project will provide the family a safe and secure home.
- Project Advertised May 25, 2025 & June 1, 2025. Bids were opened June 12, 2025.
- Three bids were received.
- Staff recommends award of contract to Mackie Construction, in the amount of \$77,500.





Agenda Item: Rehabilitation Project #CB-2541

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (Final Reading) CUP-2025-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow 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)

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

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.

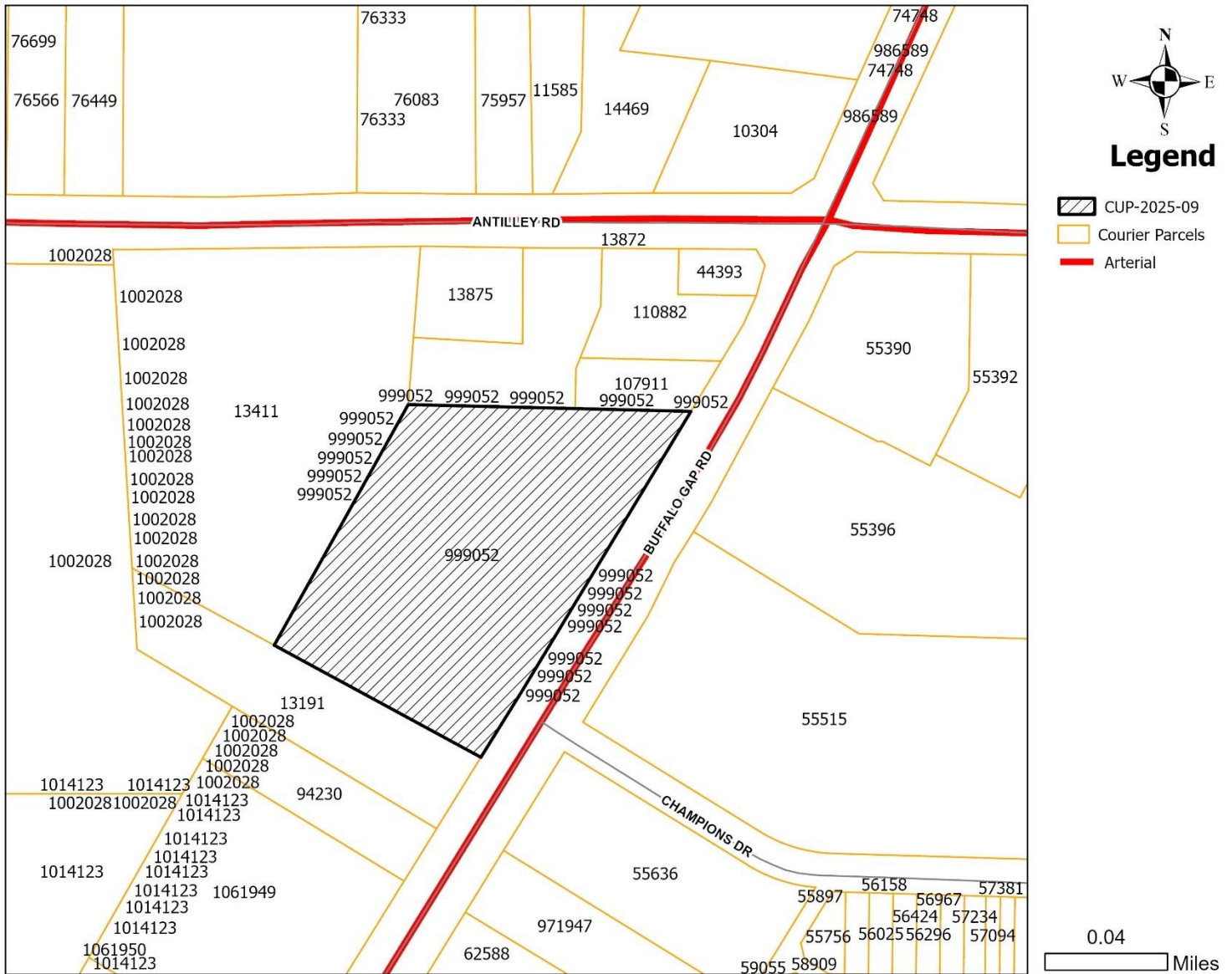


EXHIBIT B

(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 – Blu 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 Blu Barrel Bar & Grill began operations. Most recently Blu 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

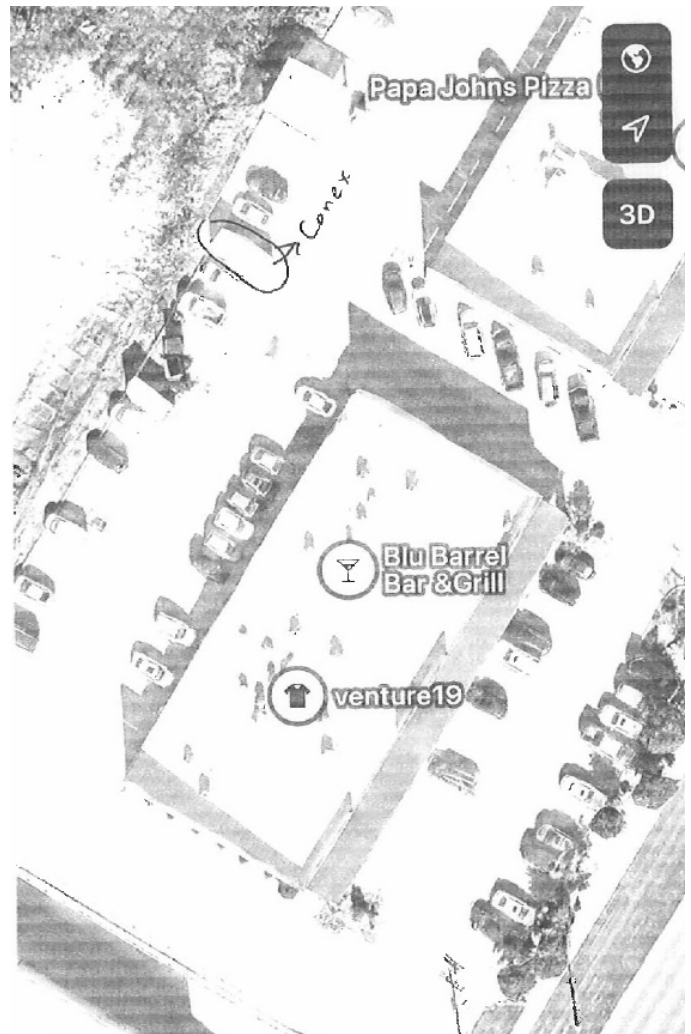
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
D & K LLC	110882	6326 BUFFALO GAP RD	
HAMIL ROBERT ELLIOTT	971947	6501 BUFFALO GAP RD	
HEB GROCERY CO LP	55390	6301 BUFFALO GAP RD	
HEB GROCERY COMPANY LP	55396	6381 BUFFALO GAP RD	
HEB GROCERY COMPANY LP	55515	6401 BUFFALO GAP RD	
HUNTLEY BRIAN	13872	4117 ANTILLEY 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	
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.

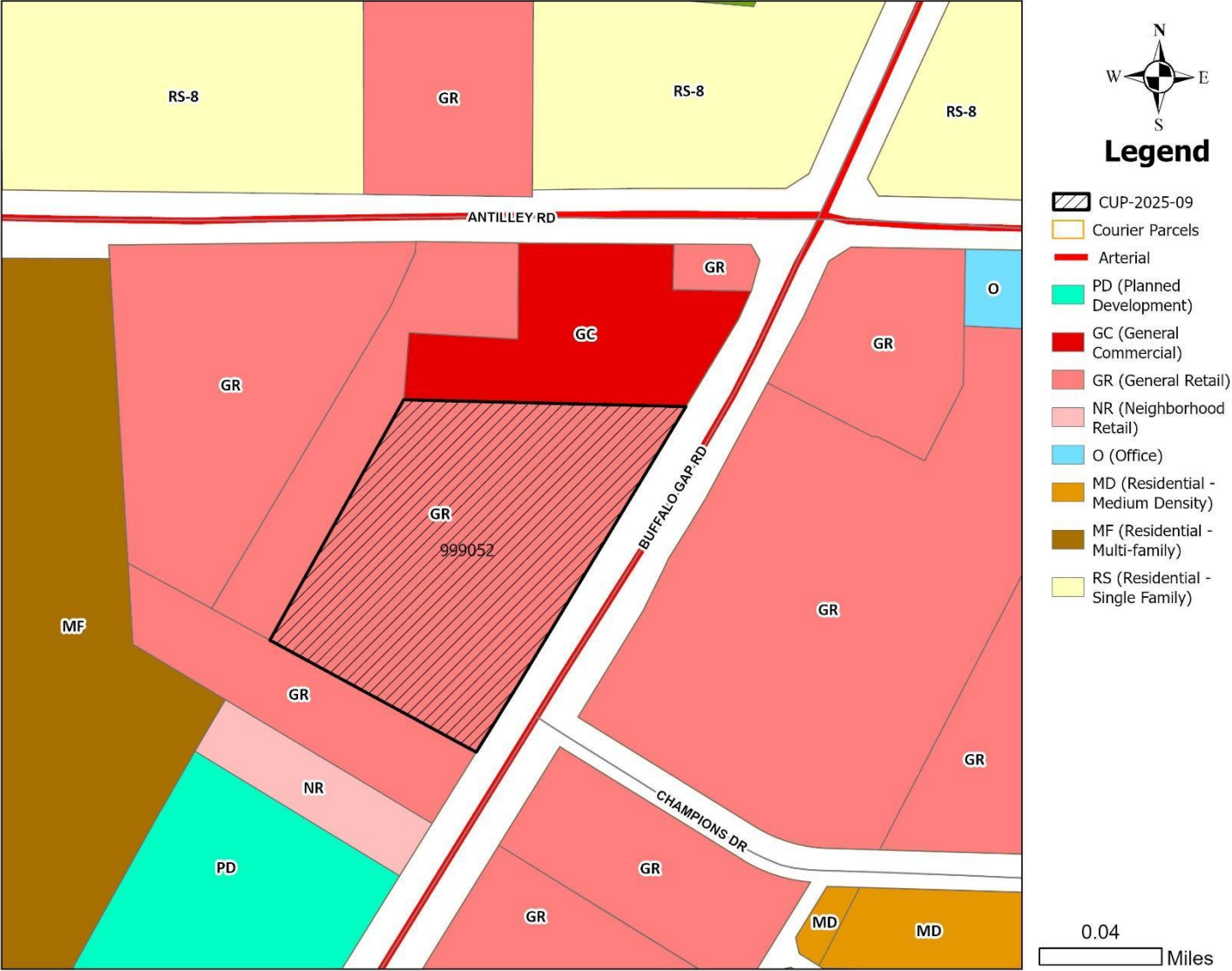


Legend

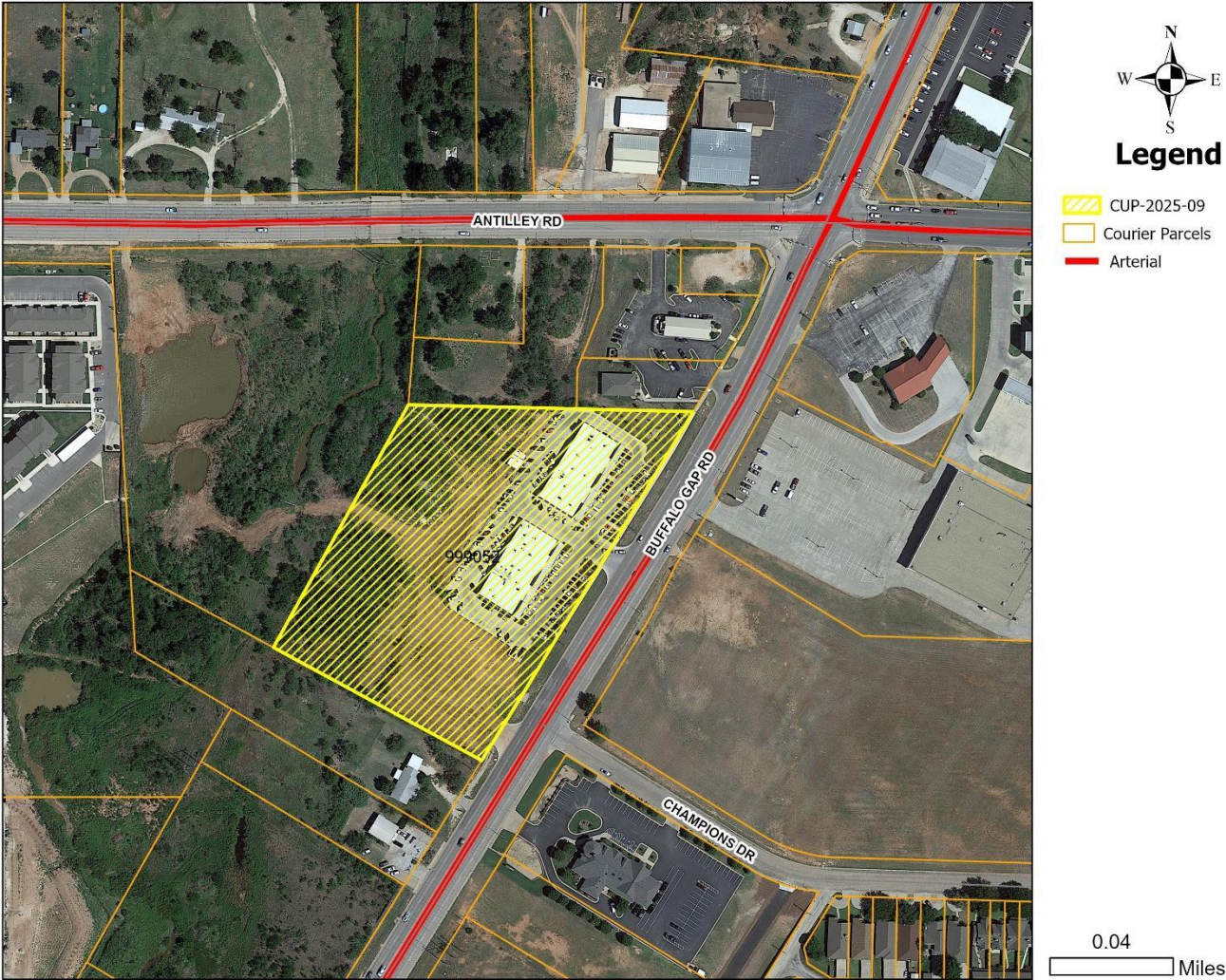
- Notification Buffer
- CUP-2025-09
- Courier Parcels
- Arterial

0.04 Miles

ZONING MAP



Location Map



CUP Plan of Operation

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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

- ☒ 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.moreno.tx@gmail.com
Agent Name: hfreedom52@gmail.com
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: Ramon 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/COR 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 8460 Email: platinumbuildings14@yahoo.com

Project Representation (check one):



I will represent the application myself; OR

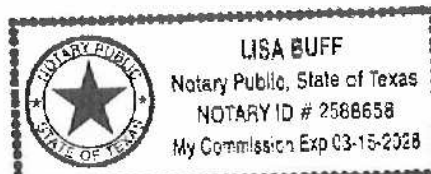
- ☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving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

Project Representative Information (complete if designated by owner)

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

Name: Ramon Moceno 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: bfreedom52@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.

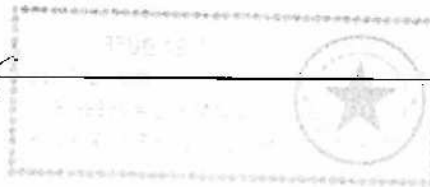
- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No
- B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest 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): Trent Casey

Property Owner ☒ Project Representative ☐

Signature of Certifying Person: T. Casey



*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:

Helio Morens for Rannon Morens, Jr.

DATE:

3-6-2025



CUP Plan of Operation

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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



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
Requestor's Property Zoning: GR
Requestor's Proposed Zoning: GR/CUP

Your Name: HUNTLEY BRIAN
Your Property Address: 4121 ANTILLEY RD
Your Parcel ID: 13875

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

Brian Huntley 2 June 2025



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

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PO BOX 60, Abilene, TX 79604-0060.**

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

Requestor's Parcel ID: 999052
Requestor's Property Zoning: GR
Requestor's Proposed Zoning: GR/CUP

Your Name: HUNTLEY BRIAN
Your Property Address: 4117 ANTILLEY RD
Your Parcel ID: 13872

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

Brian 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

Requestor's Property Zoning: GR

Requestor's Proposed Zoning: GR/CUP

Your Name: D & K LLC

Your Property Address: 6326 BUFFALO GAP RD

Your Parcel ID: 110882

I am in favor of the request ☐

I am opposed to the request ☒

Signature:



CONDITIONAL USE PERMIT

Case: CUP-2025-09

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

Request: Conditional Use Permit to allow a freight container.

Location: 6410A Buffalo Gap Rd

Notification: 0 in Favor, 2 in Opposition

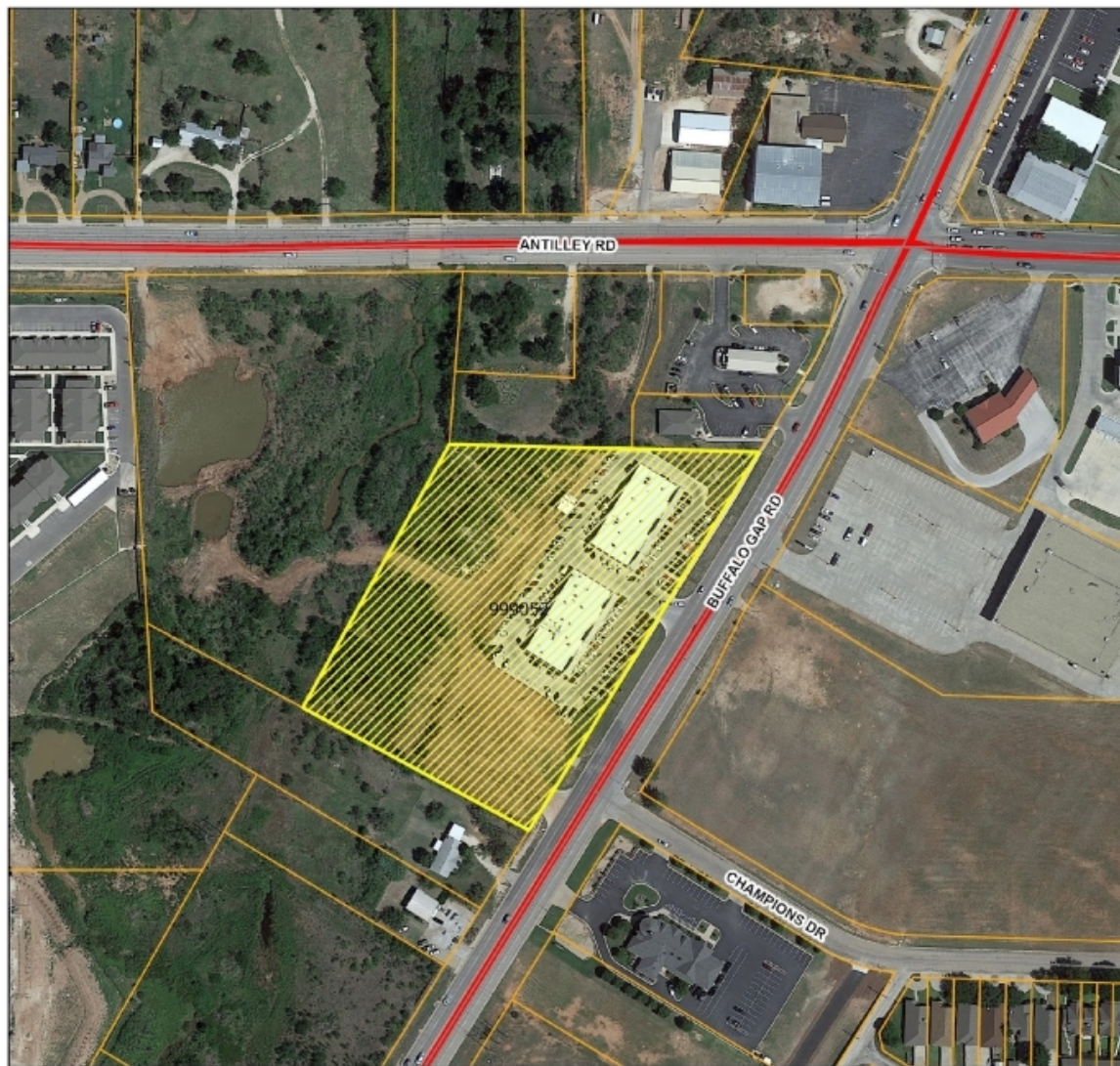
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025
June 26, 2025





AERIAL LOCATION MAP

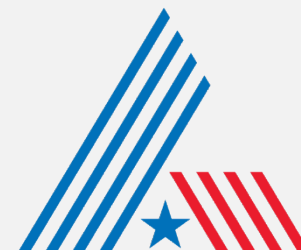


Legend

- CUP-2025-09
- Courier Parcels
- Arterial

0.04

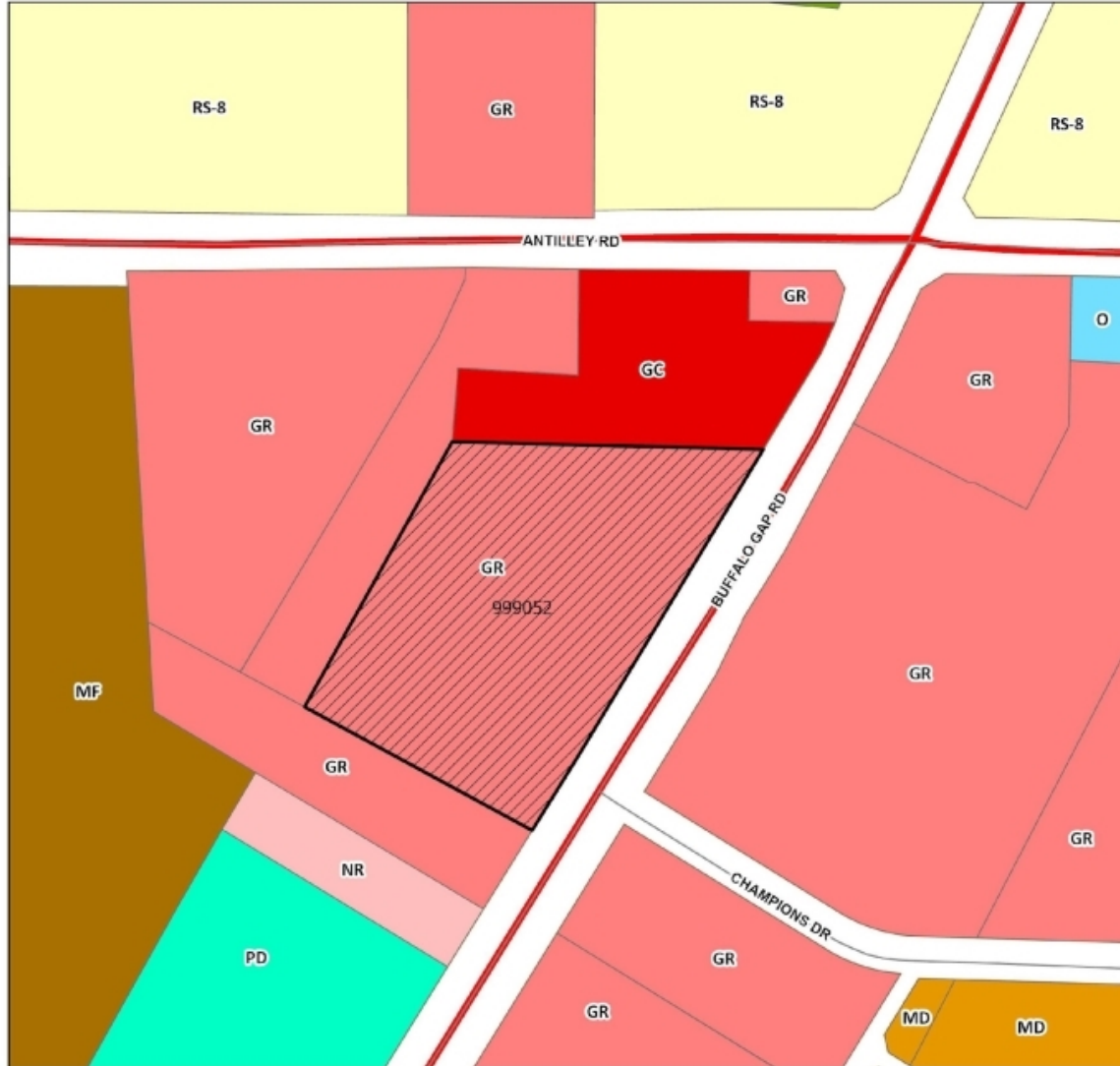
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



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)





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

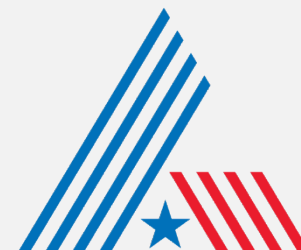
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only,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

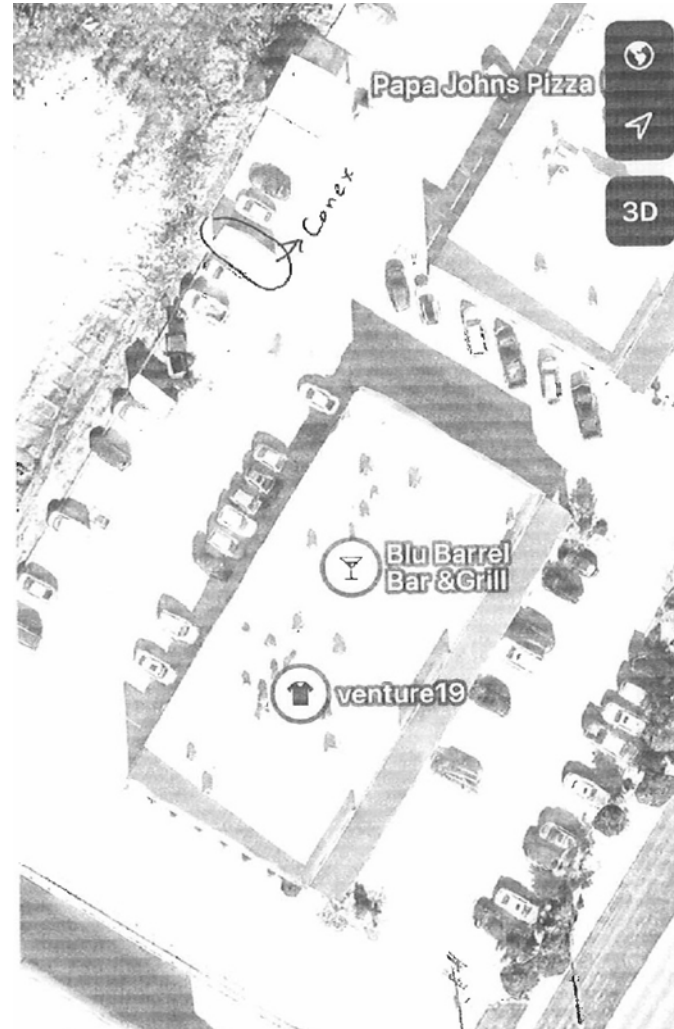


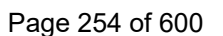
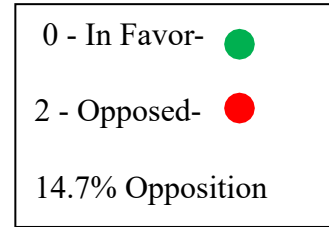


PLAN OF OPERATIONS

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.







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.

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.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (Final Reading) CUP-2025-10: Receive a Report, Hold a Discussion and Public Hearing, 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)

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

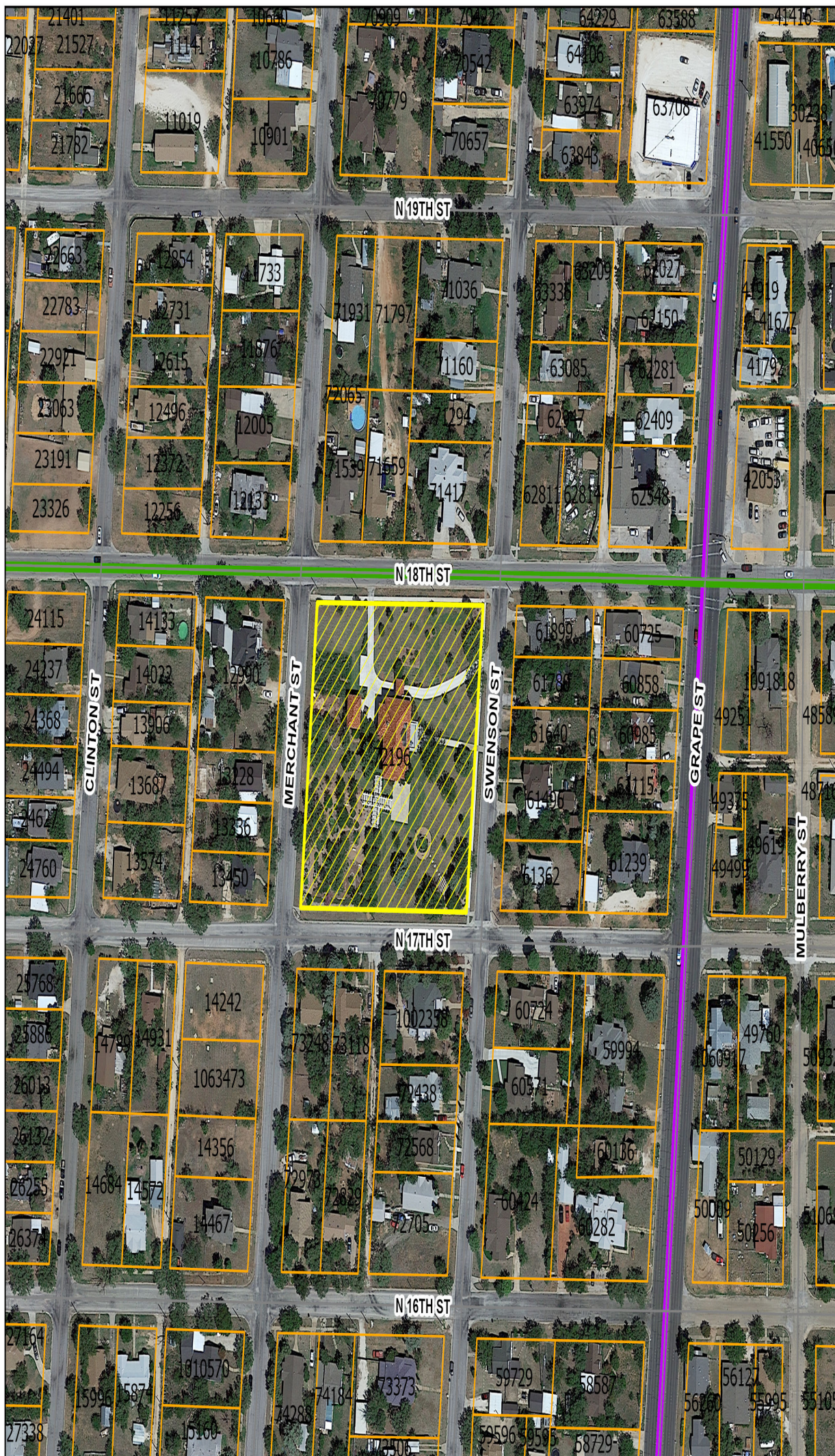
Plan of Operation

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



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 18 TH ST	
1802 GRAPE HOLDING LLC	62811	1750 N 18 TH ST	
BARRERA JESSE	73118	1771 N 17 TH ST	
BASSINGER SHARON GWEN	61640	1725 SWENSON ST	
CONFIDENTIAL OWNER	73248	1789 N 17 TH 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 18 TH 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 18 TH 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	

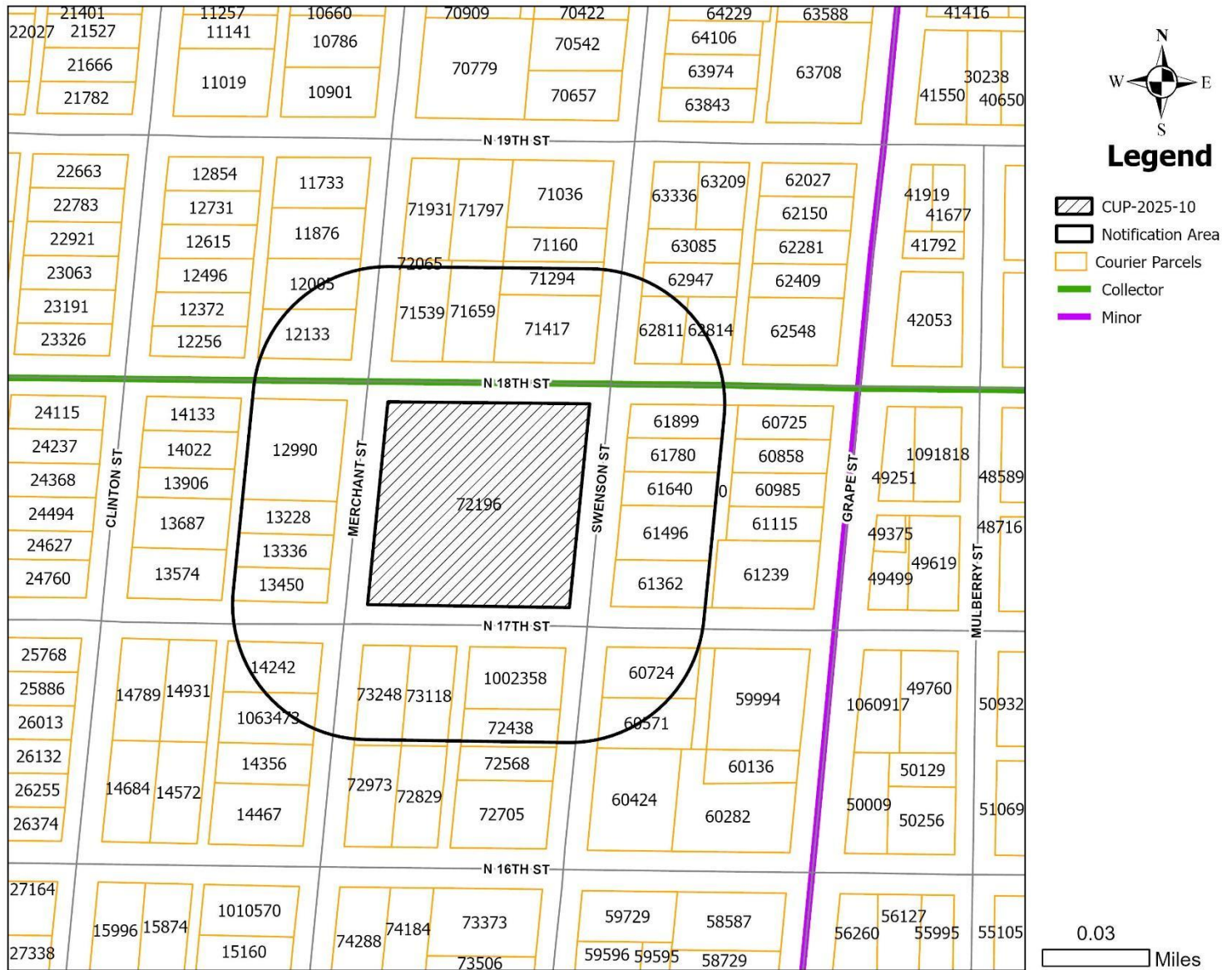
PROPERTY ID

Legend: O - Opposed, F - In Favor

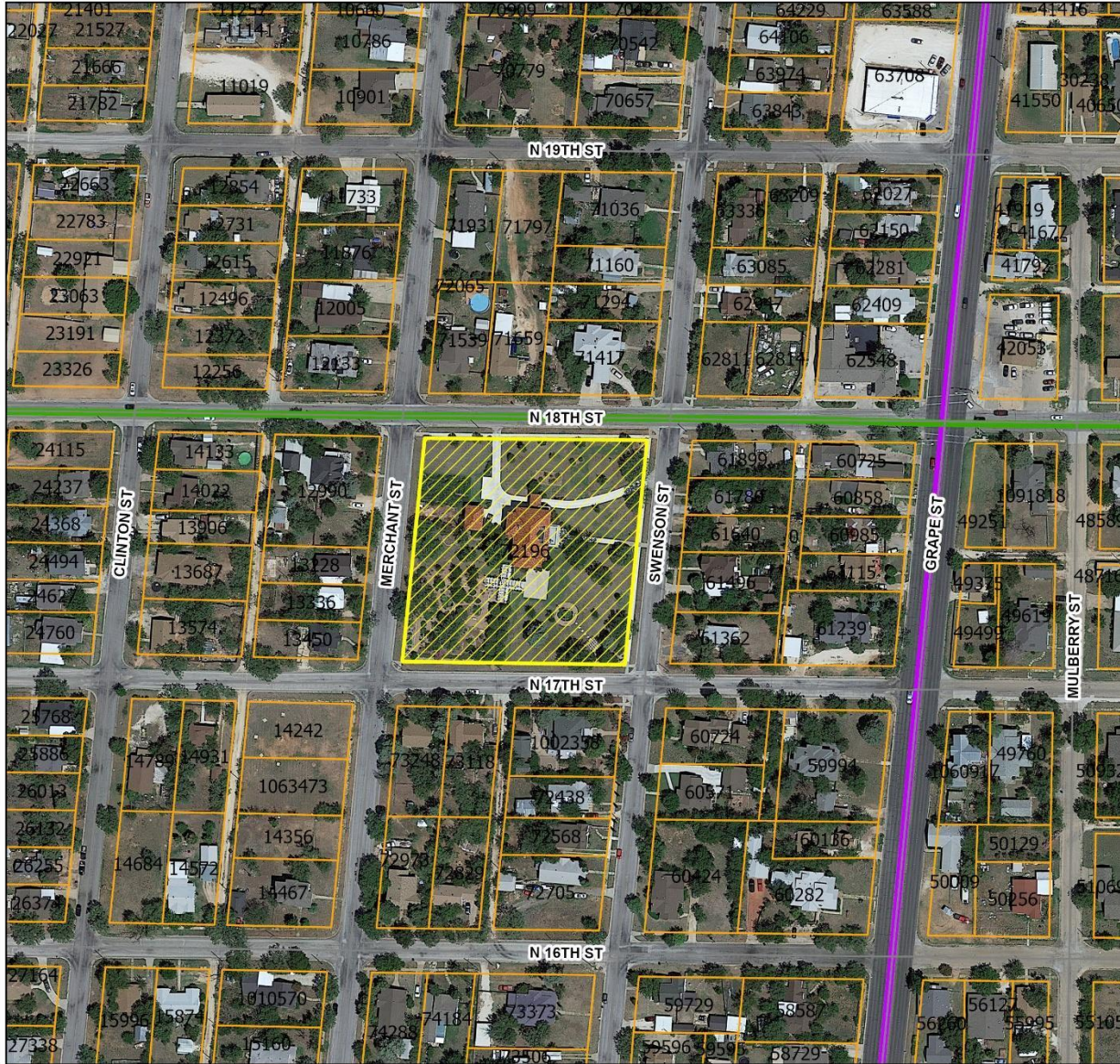
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DURAN KARLA VANESSA &	1063473	1626 MERCHANT ST	

NOTIFICATION MAP



LOCATION MAP



Legend

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

0.03

Miles

ZONING MAP



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 respectful 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.

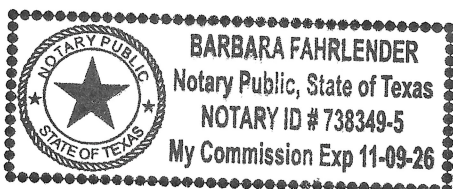
Property Owner's Signature: _____

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



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

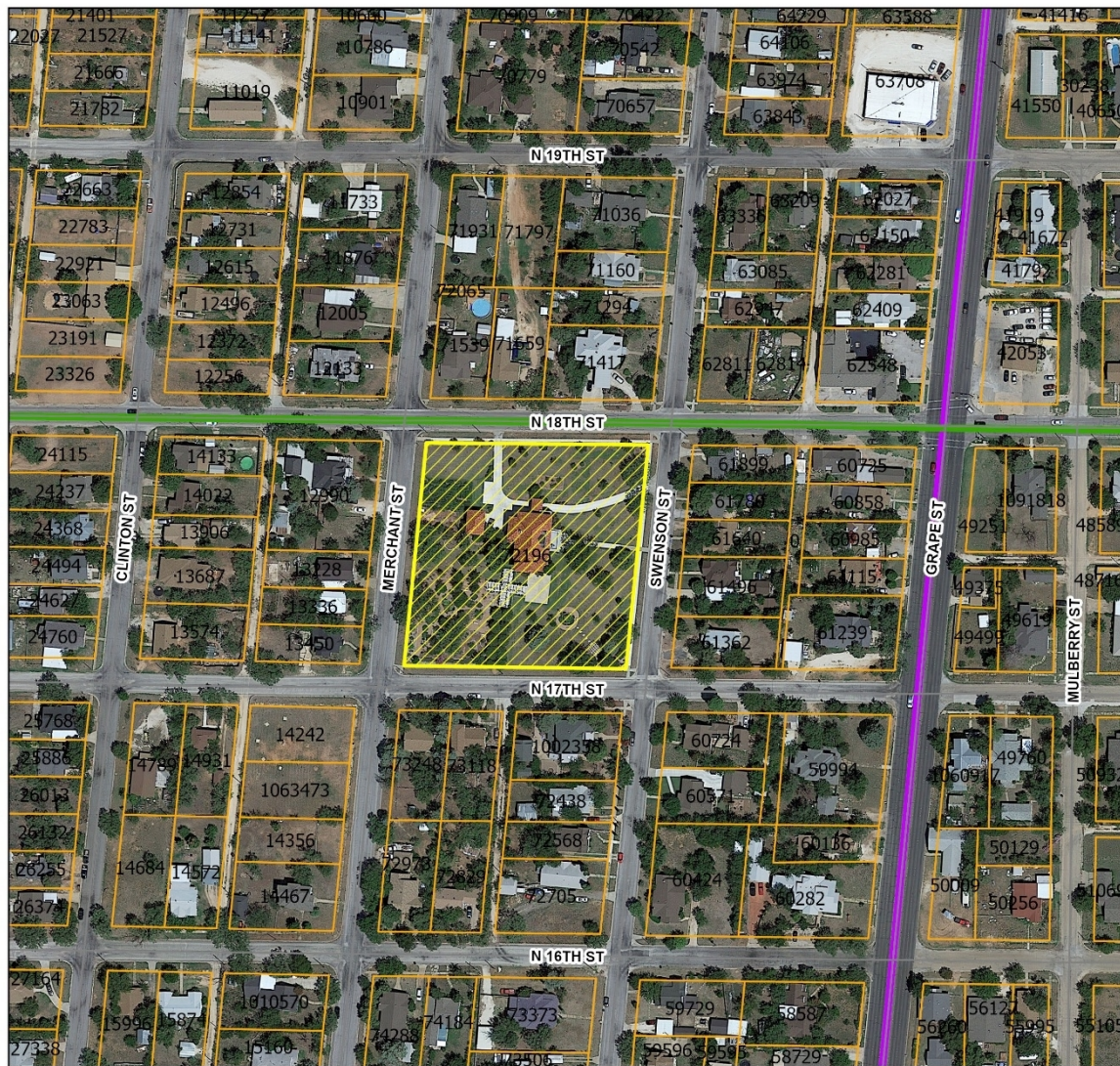
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025
June 26, 2025





AERIAL LOCATION MAP

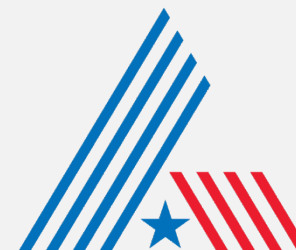


Legend

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

0.03

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

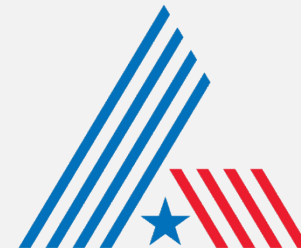


Legend

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- RS (Residential - Single Family)
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- 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





PROPERTY VIEWS





SURROUNDING PROPERTY VIEWS



CITY OF
ABILENE
T E X A S



NOTIFICATION AREA MAP



Legend

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

- 0- In Favor- ●
- 0- Opposed- ●

0.03

Miles



CITY OF
ABILENE
TEXAS



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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.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (Final Reading) CUP-2025-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on** a Request from the Owner to Apply a Conditional Use Permit (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)

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:

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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 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

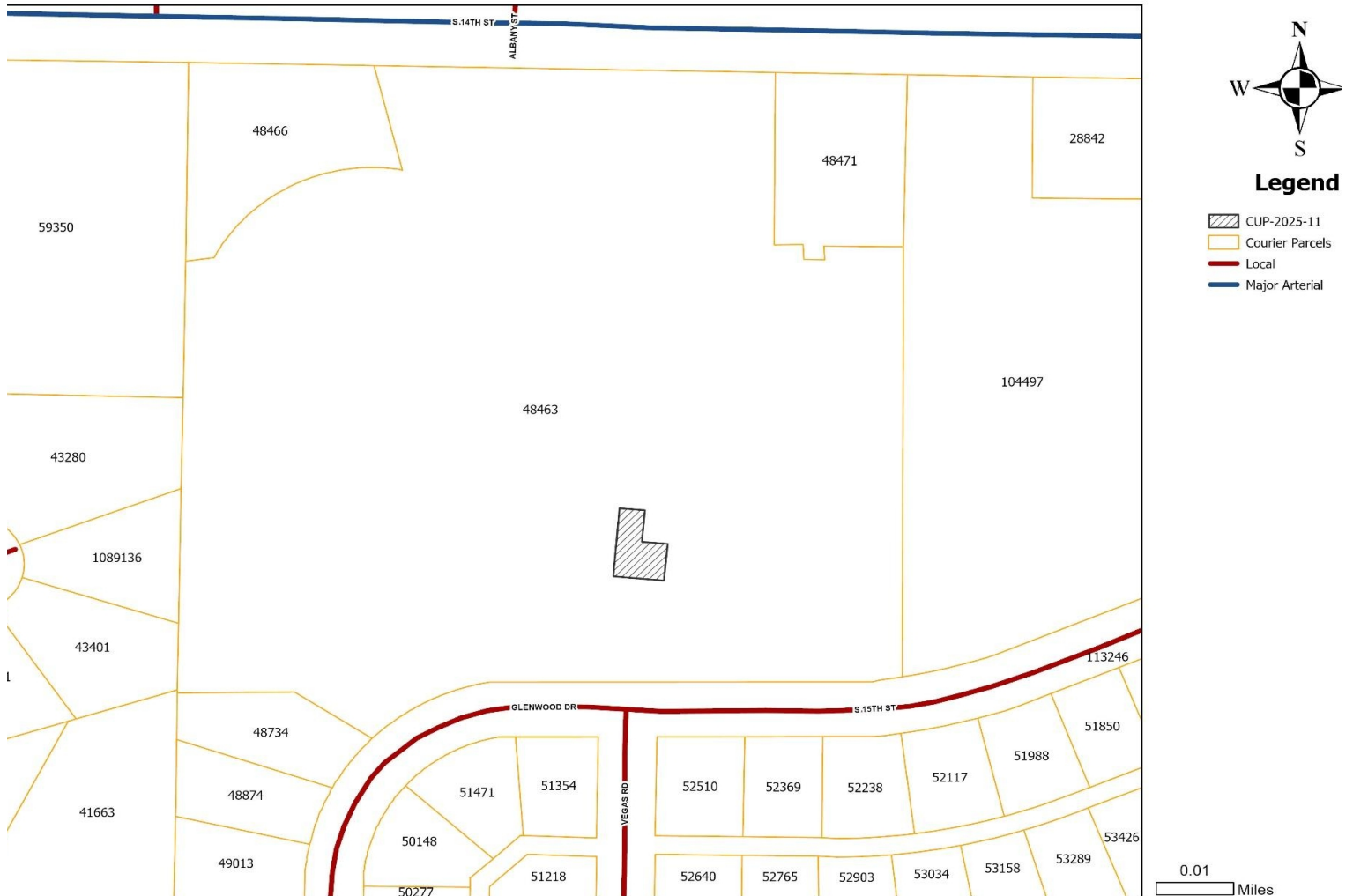


EXHIBIT B



MetroCare4550 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



PROVIDING CARE TO THE WORLD AT A MOMENT'S NOTICE

-END-



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

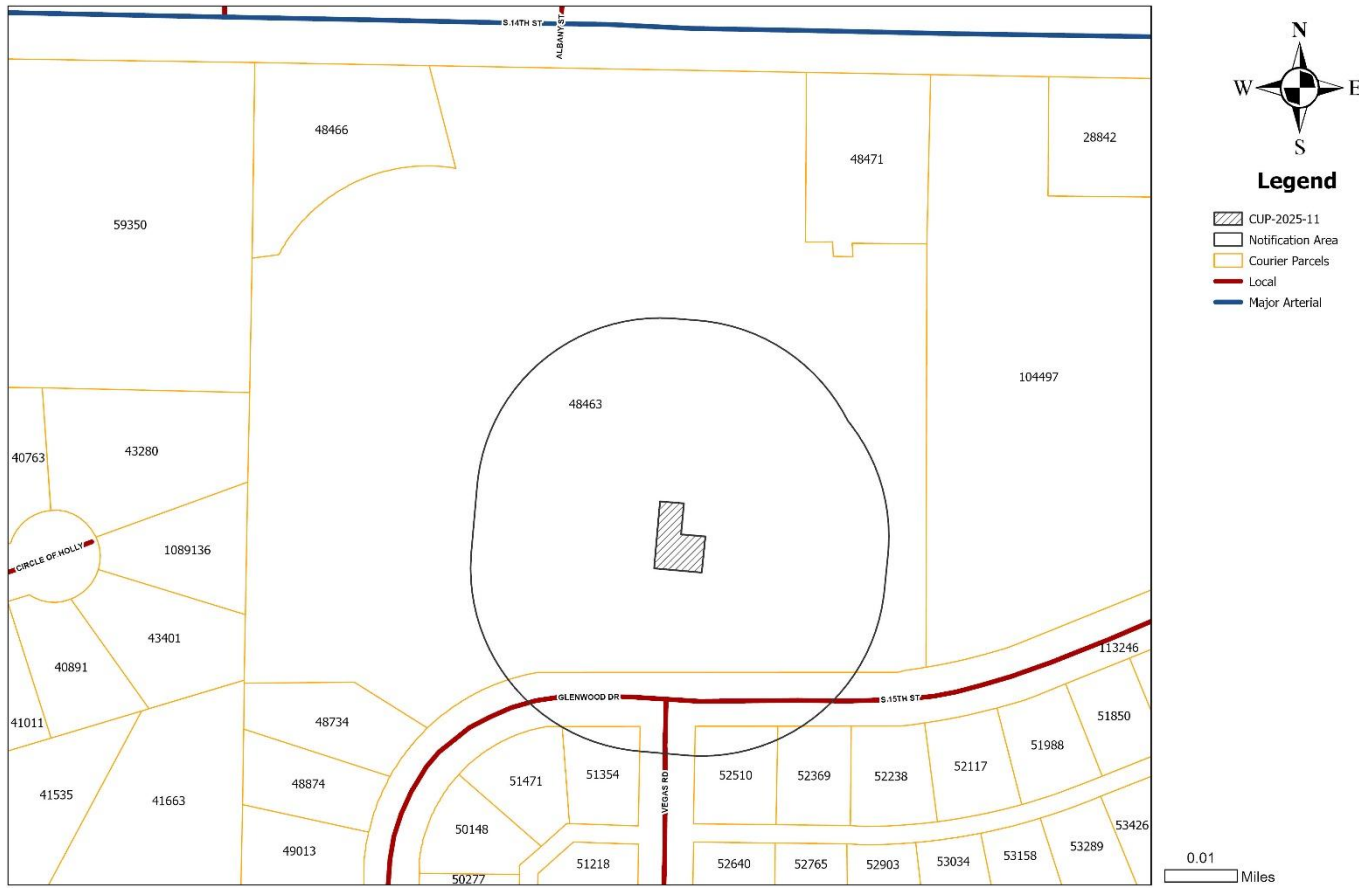
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 2025, via standard mail, with a certificate of mailing, to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

Legend: O - Opposed, F - In Favor

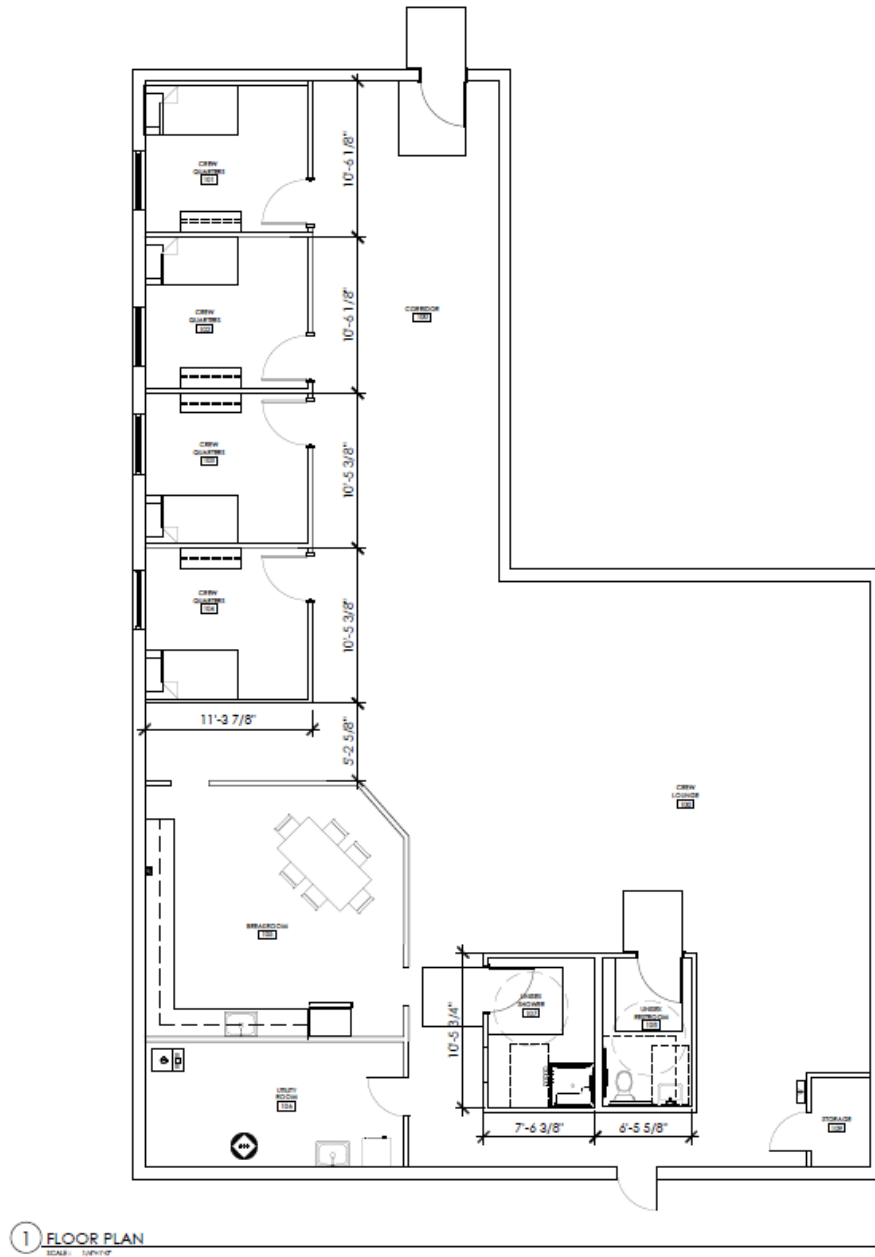
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CASTILLO RANDAL C & NICKI D	51471	1509 GLENWOOD DR	
GRAY HENRIETTA	51354	1502 VEGAS RD	
HECK EDWARD P & LORETTA F	52369	3349 S 15TH ST	
TNK HOUSE HOLDINGS LLC	52510	3357 S 15TH ST	
WACO PARKDALE LP	48463	3401 S 14TH ST	

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
WACO PARKDALE LP	48463	3401 S 14TH ST	
GRAY HENRIETTA	51354	1502 VEGAS RD	
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HECK EDWARD P & LORETTA F	52369	3349 S 15TH ST	
TNK HOUSE HOLDINGS LLC	52510	3357 S 15TH ST	

NOTIFICATION MAP



Floor Plan



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,

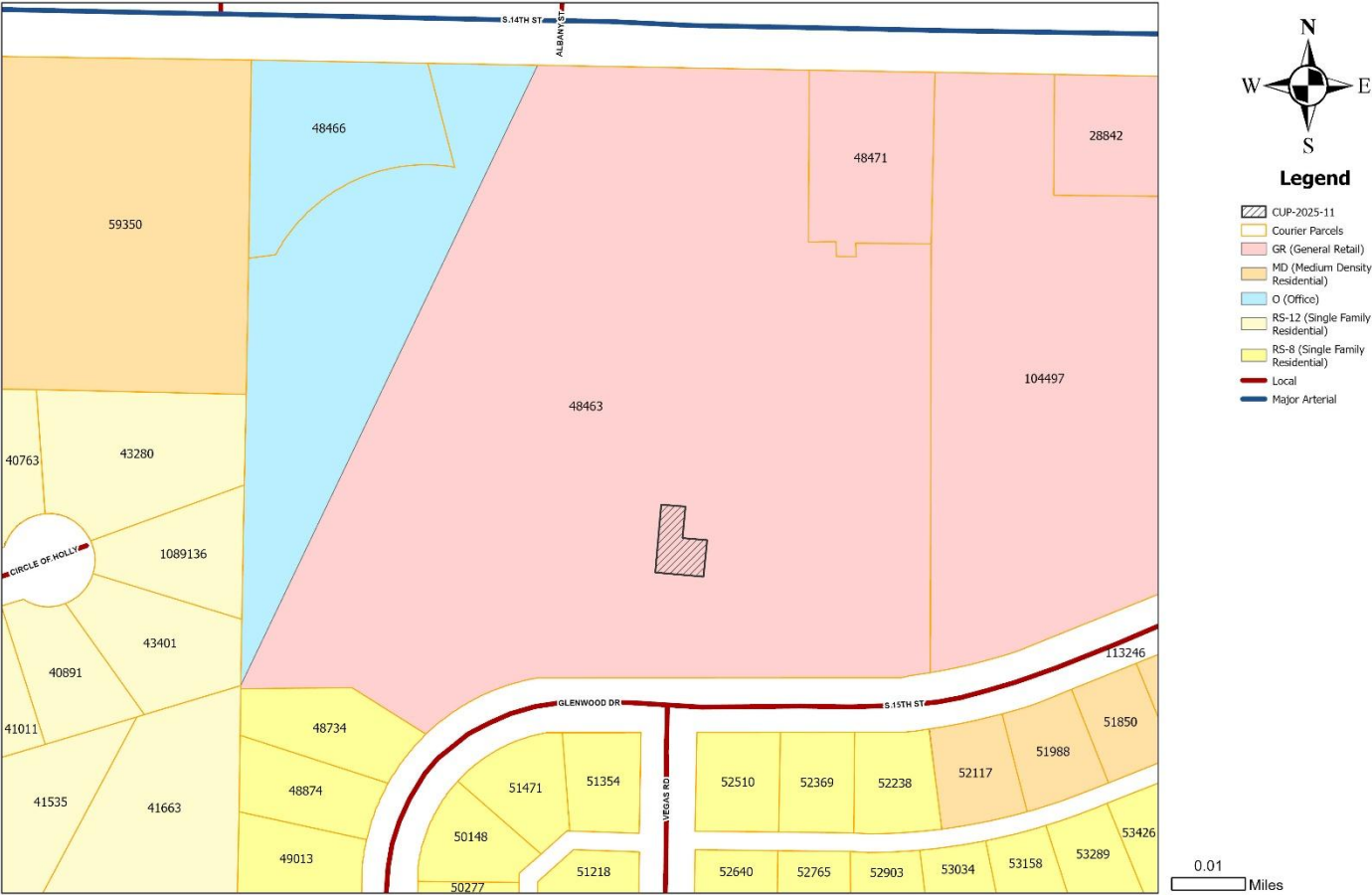


Will Hendon
Will.hendon@gmr.net
325.725.3397



PROVIDING CARE TO THE WORLD AT A MOMENT'S NOTICE

ZONING MAP



Location Map



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,

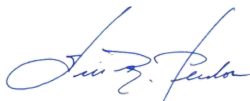
A clarified operational plan for this location below:

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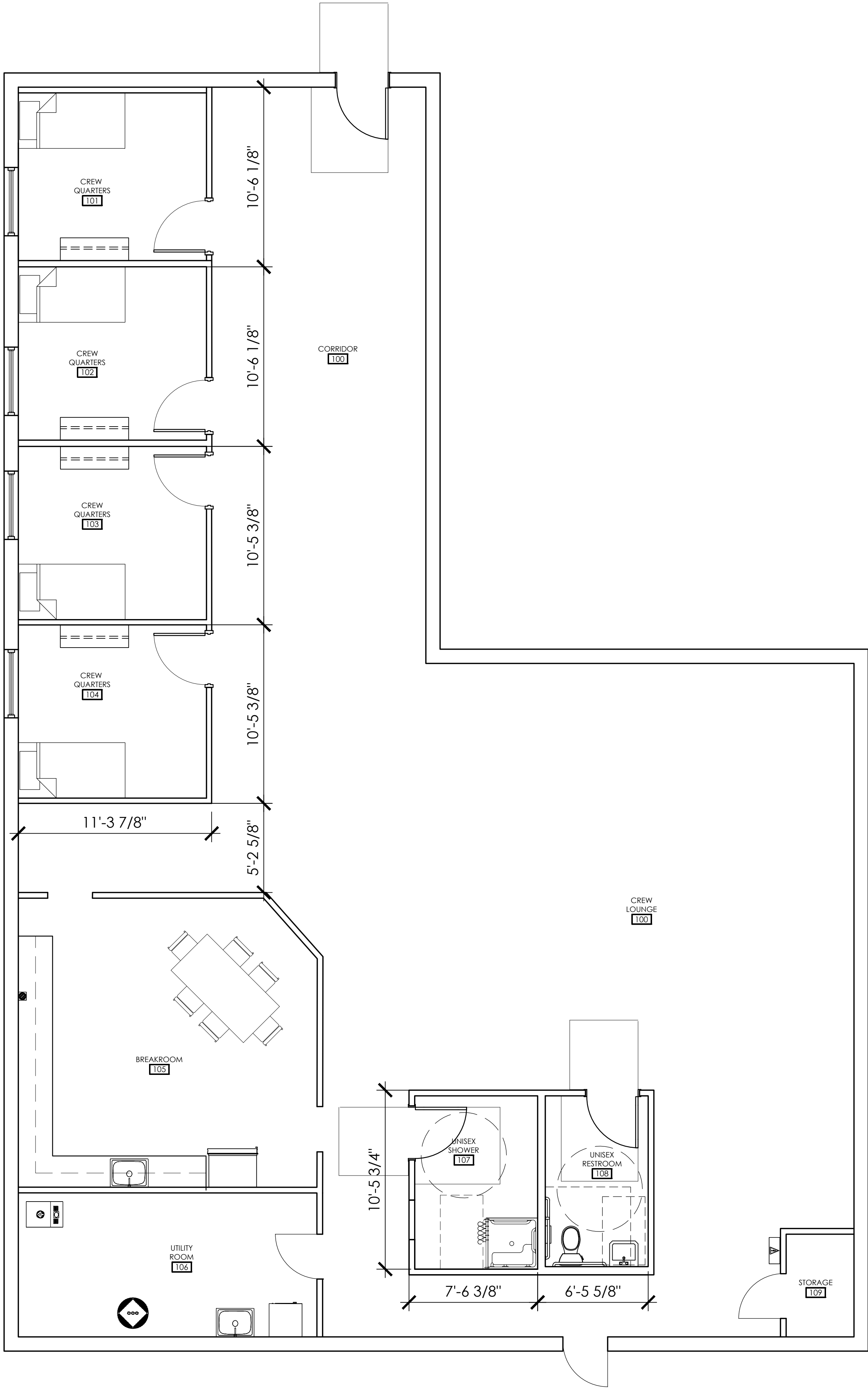
Sincerely,



Will Hendon
Will.hendon@gmr.net
325.725.3397

1 FLOOR PLAN

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



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



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



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





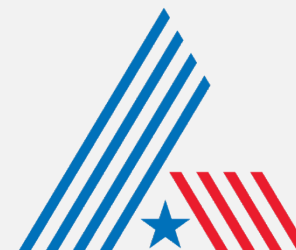
AERIAL LOCATION MAP



Legend

- CUP-2025-11
- Courier Parcels
- Local
- Major Arterial

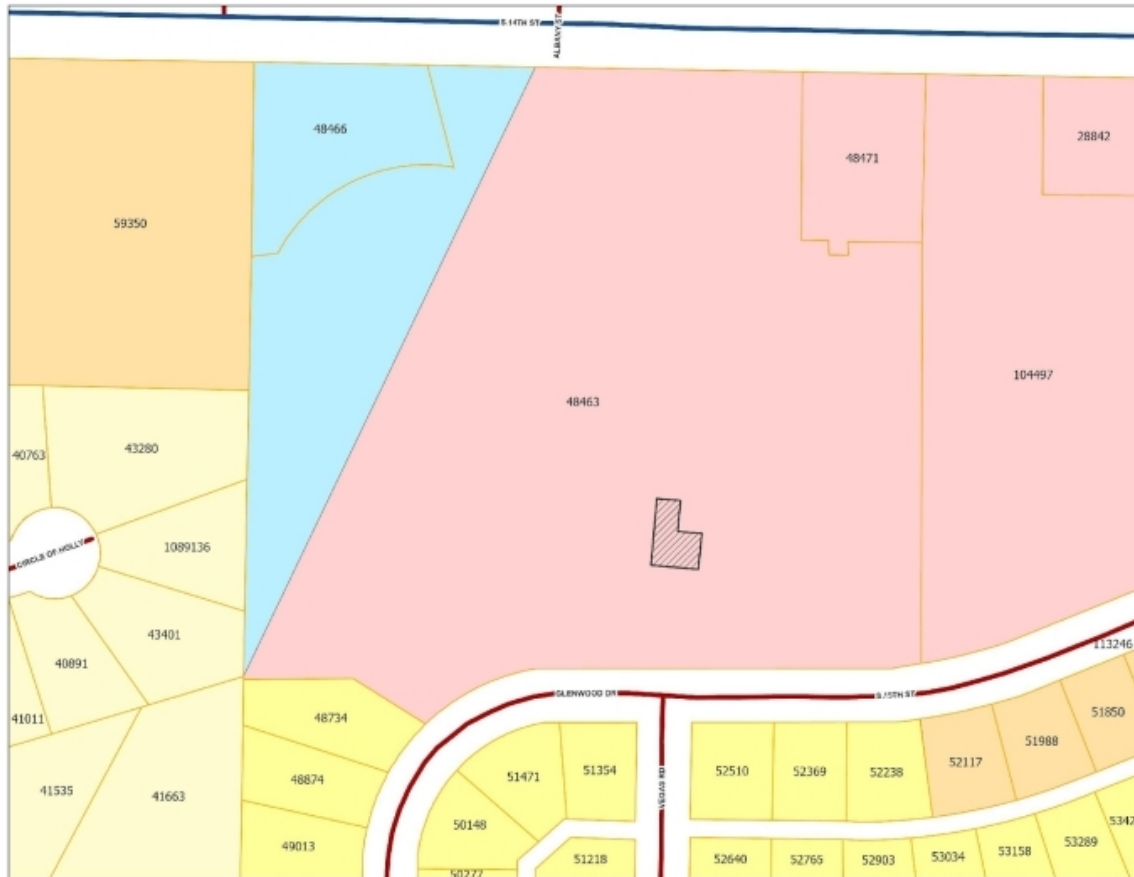
0.01
Miles



CITY OF
ABILENE
TEXAS



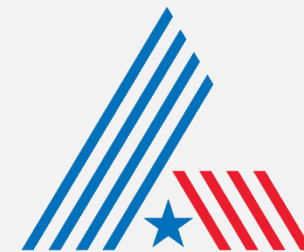
ZONING MAP



Legend

- CUP-2025-11
- Courier Parcels
- CR (General Retail)
- MD (Medium Density Residential)
- O (Office)
- RS-12 (Single Family Residential)
- RS-8 (Single Family Residential)
- Local
- Major Arterial

0.01 Miles



CITY OF
ABILENE
TEXAS



USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS



CITY OF
ABILENE
TEXAS



SURROUNDING PROPERTY VIEWS

East Neighboring
Property



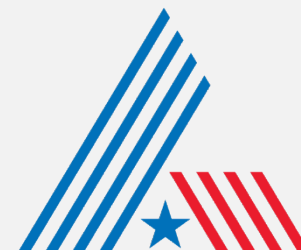
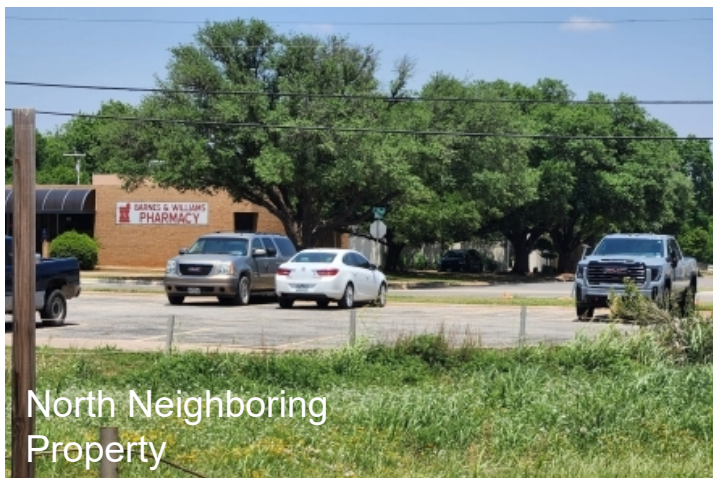
West Neighboring
Property



South Neighboring
Property



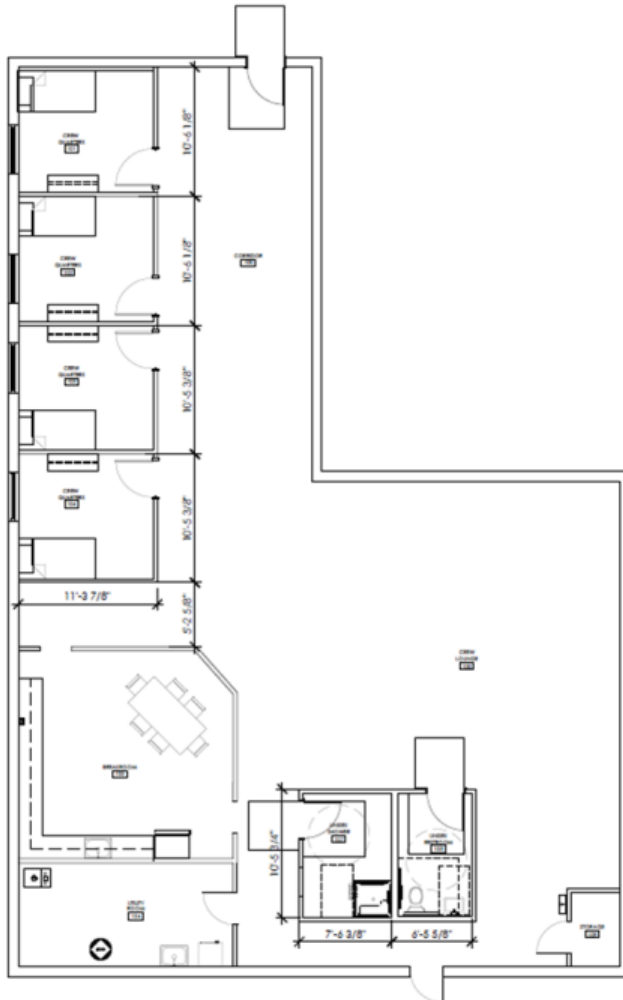
North Neighboring
Property



CITY OF
ABILENE
TEXAS



FLOOR PLAN

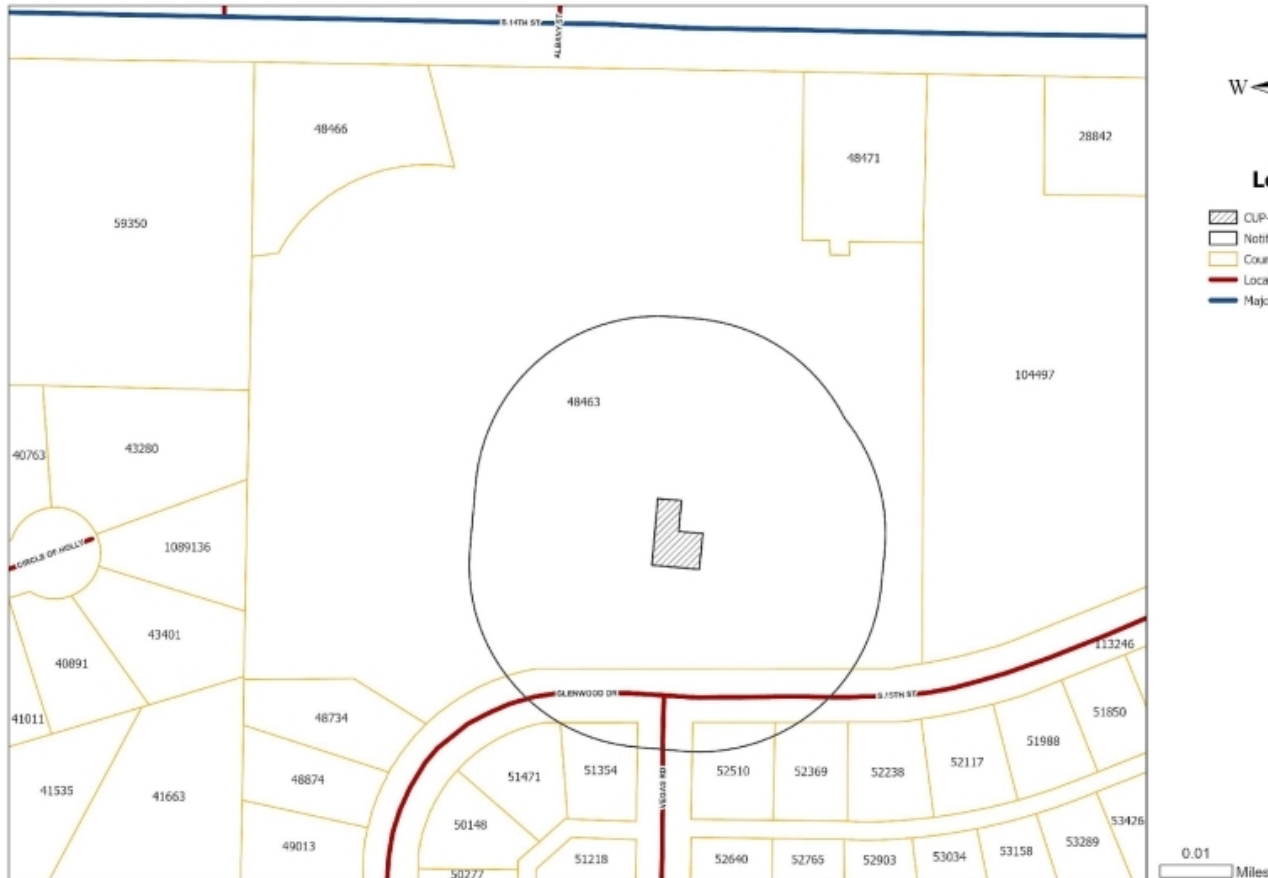


1 FLOOR PLAN
DATE: 10/1/14





NOTIFICATION AREA MAP



0 - In Favor- ●
0- Opposed- ●





FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: **Approval** subject to:

- The proposed Plan of Operation.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Ordinance (Final Reading) Z-2025-10:** Receive a Report, Hold a Discussion and Public Hearing, 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)

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

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 S0°17'45"W 256.83 feet, East 50 feet and North 3524.94 feet;

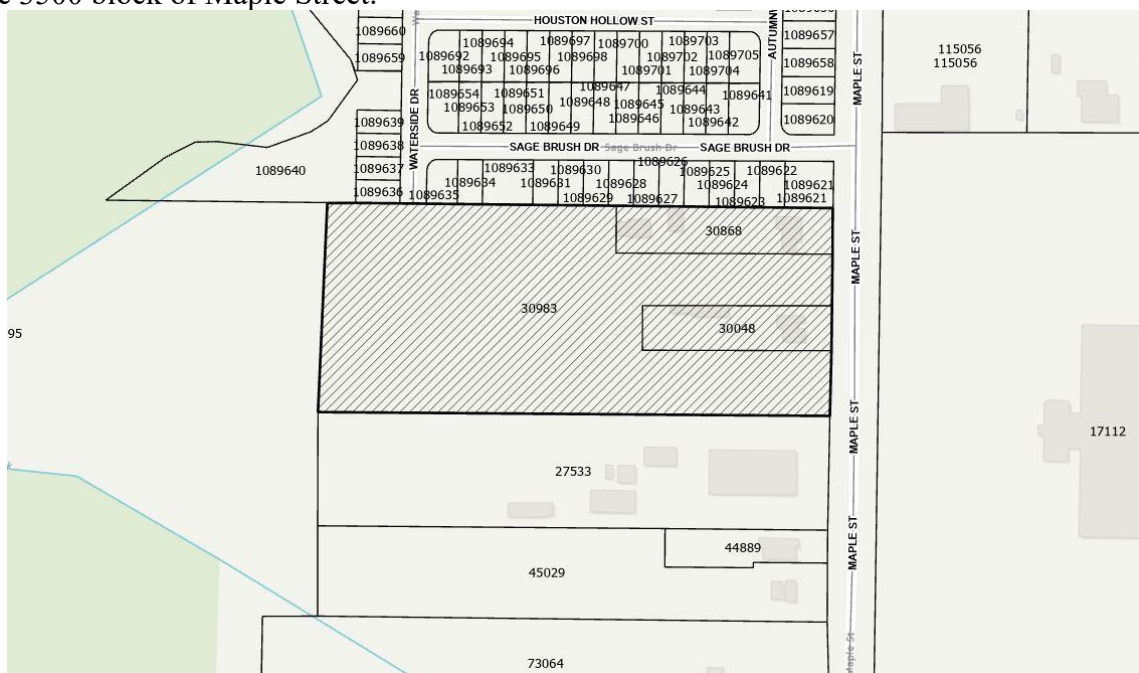
THENCE N89°25'01"W 1154.34 feet, along the south boundary line of said 5.51 acre tract and the north boundary line of said Texas Aerospace Addition, to a 3/8" rebar found at the southwest corner of said 5.61 acre tract and the northwest corner of said Texas Aerospace Addition, on the east boundary line 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 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.

Located at the 3500 block of Maple Street.



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

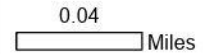
OWNER	SITUS	PROP_ID	RESPONSE
ALVARADO DANIEL J JR & HOLLY	107 SAGE BRUSH DR	1089622	
BANKS AARON & VICTORIA	208 SAGE BRUSH DR	1089650	
BARAJAS EDWARD J &	207 SAGE BRUSH DR	1089631	
BARAJAS JOALI ROBERT & ROSANIC P CAMACHO FIGUEROA	2942 WATERSIDE DR	1089637	
CAUDLE MATTHEW ROSS & NICOLE CHERIE	231 SAGE 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	

MCGRW 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	

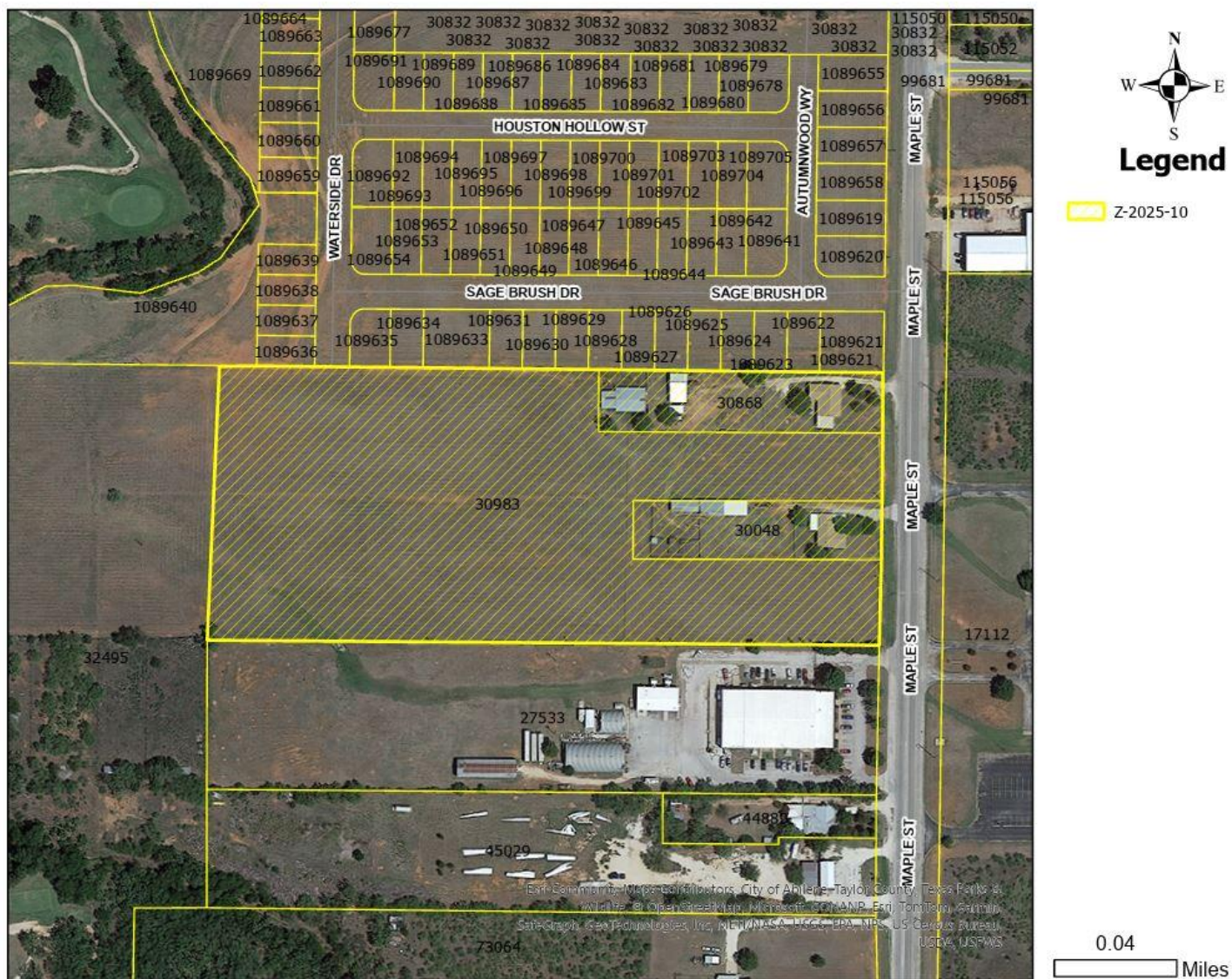
PROPERTY ID

Legend: O - Opposed, F - In Favor

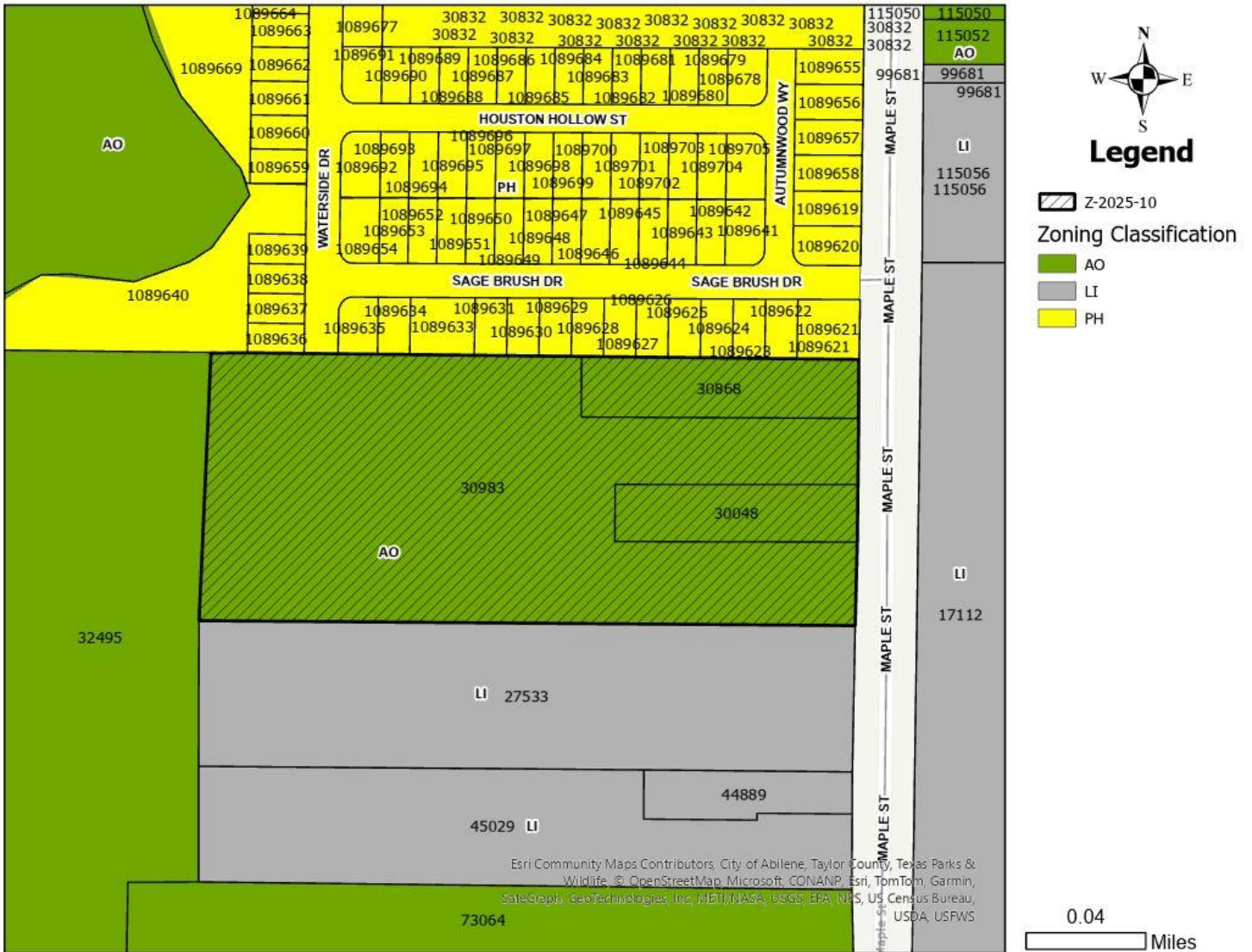
OWNER	SITUS	PROP_ID	RESPONSE
TARGET SPORTS INC	3501 MAPLE ST	17112	
TEXAS AEROSPACE SERVICES INC	3550 MAPLE ST	27533	
POLASEK DEVELOPMENT LLC		30983	
RED OAK CUSTOM BUILDERS INC	3402X MAPLE ST	1089621	
ALVARADO DANIEL J JR & HOLLY	107 SAGE BRUSH DR	1089622	
RICKS MALCOLM M & DONNA H	113 SAGE BRUSH DR	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	
MCGRW 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	



LOCATION MAP



ZONING MAP



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

—

see attachment

12.5

see attachmentce

cedar creek on maple

ao

pd

yes

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;

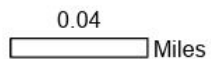
THENCE S0°55'32"W 472.29 feet, along the west boundary line of Maple Street and along the east boundary line of said 4.86 acre tract, said 1.0 acre tract and said 5.61 acre tract, to the place of beginning and containing 12.47 acres of land.



REZONE REQUEST

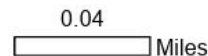
Case:	Z-2025-10
Owner:	Heath Polasek
Requests:	Change the zoning of approximately 12.47 acres from Agricultural Open to Patio Homes
Location:	3400 Maple St.
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	June 3, 2025
Council Hearing:	June 12, 2025 June 26, 2025





 Z-2025-10

 AO
 LI
 PH





PROPERTY VIEWS

South neighboring
property



Subject property



East neighboring
property



Subject property



North neighboring
property





0.04
Miles

0- In Favor- ●
0- Opposed- ●
0% Opposition





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**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **20. Ordinance (Final Reading) Z-2025-11: Receive a Report, Hold a Discussion and Public Hearing, 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)

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	

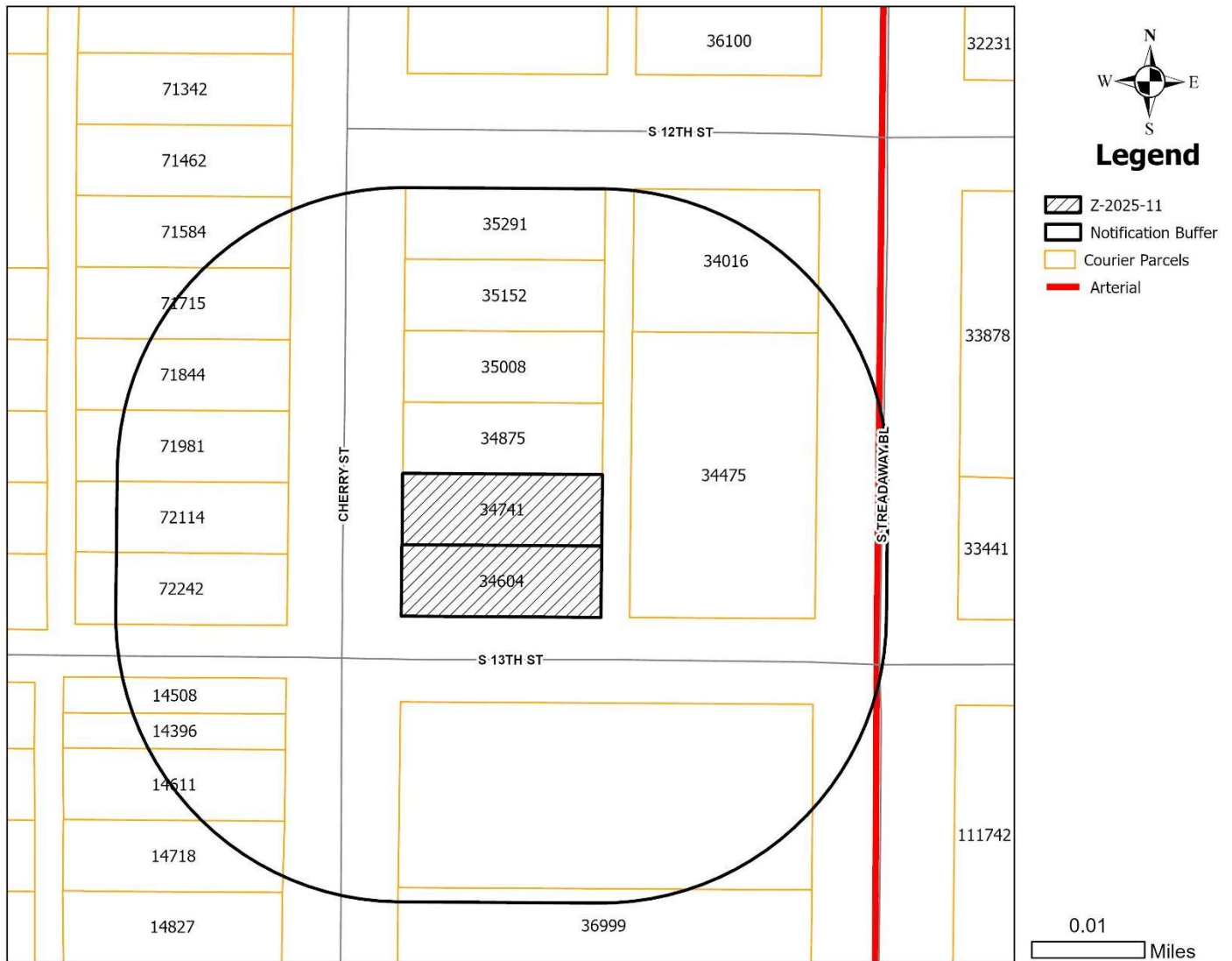
Property ID

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	

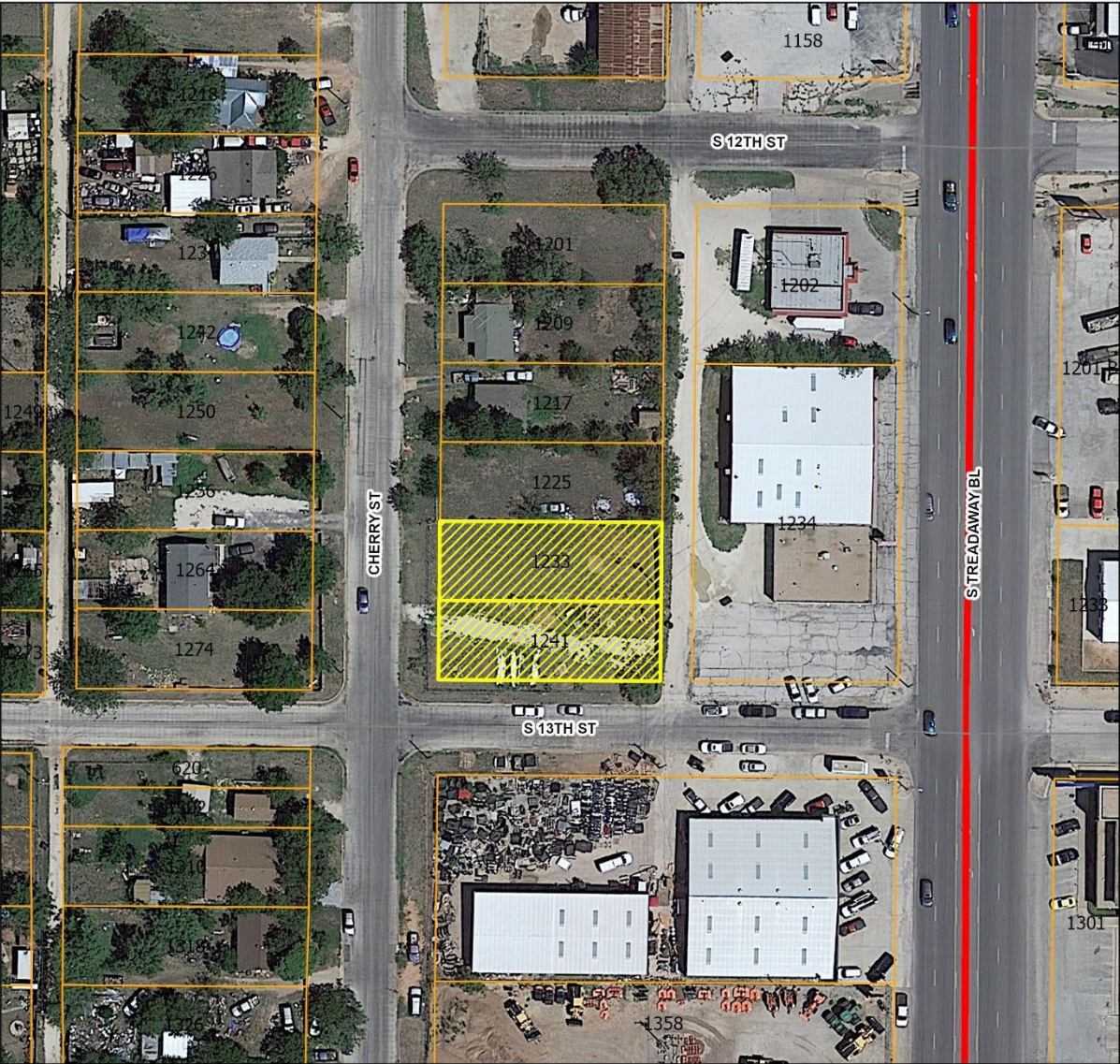
NOTIFICATION MAP



ZONING MAP



Location Map



Legend

- Z-2025-11
- Courier Parcels
- Arterial

0.01 Miles

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

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



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

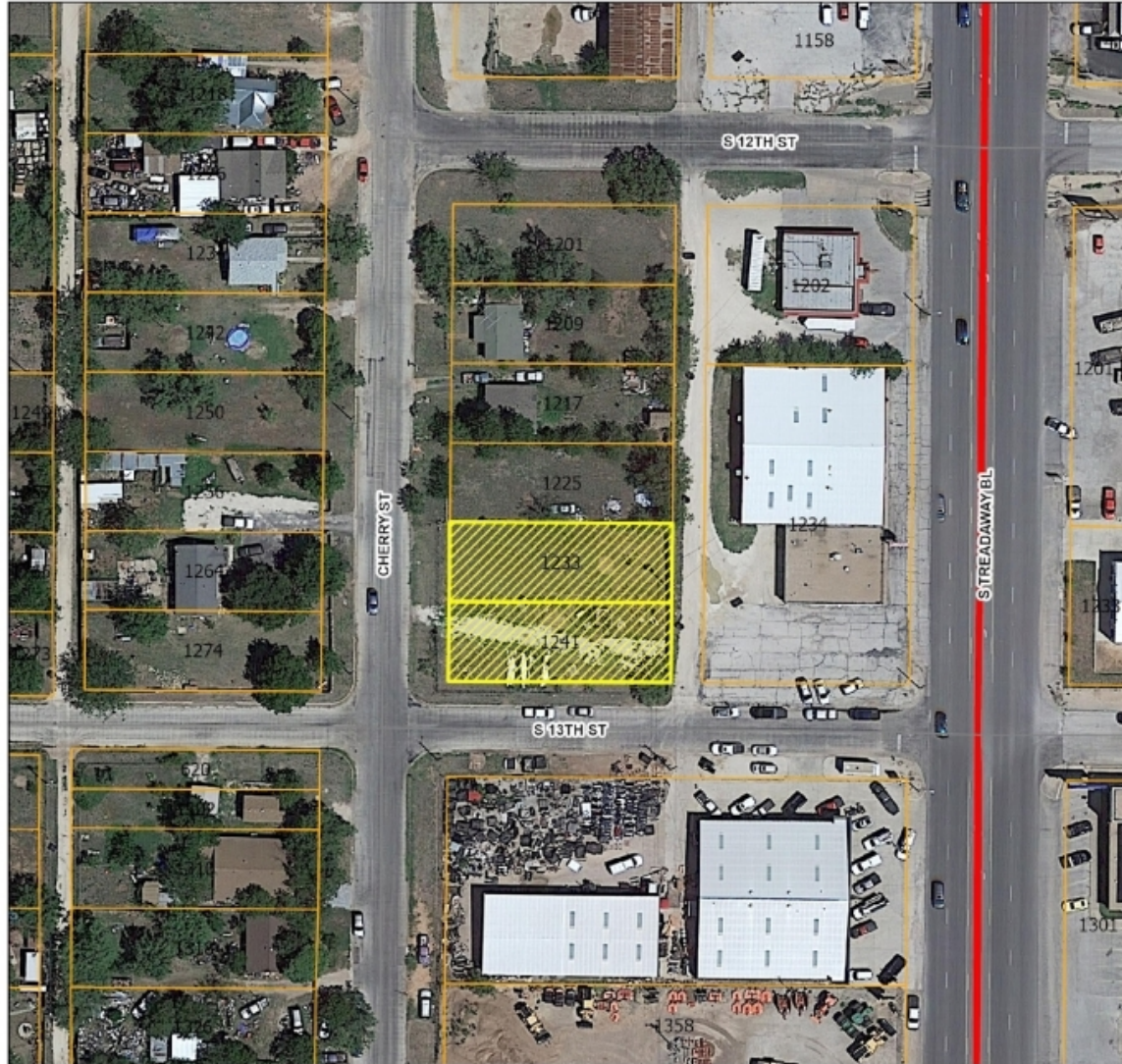
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025
June 26, 2025





AERIAL LOCATION MAP



Legend

-  Z-2025-11
-  Courier Parcels
-  Arterial

0.01

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP





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





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





SURROUNDING PROPERTY VIEWS



East Neighboring Property



West Neighboring Property



South Neighboring Property

April 22, 2025 4:03 PM



Subject Properties

April 22, 2025 4:03 PM



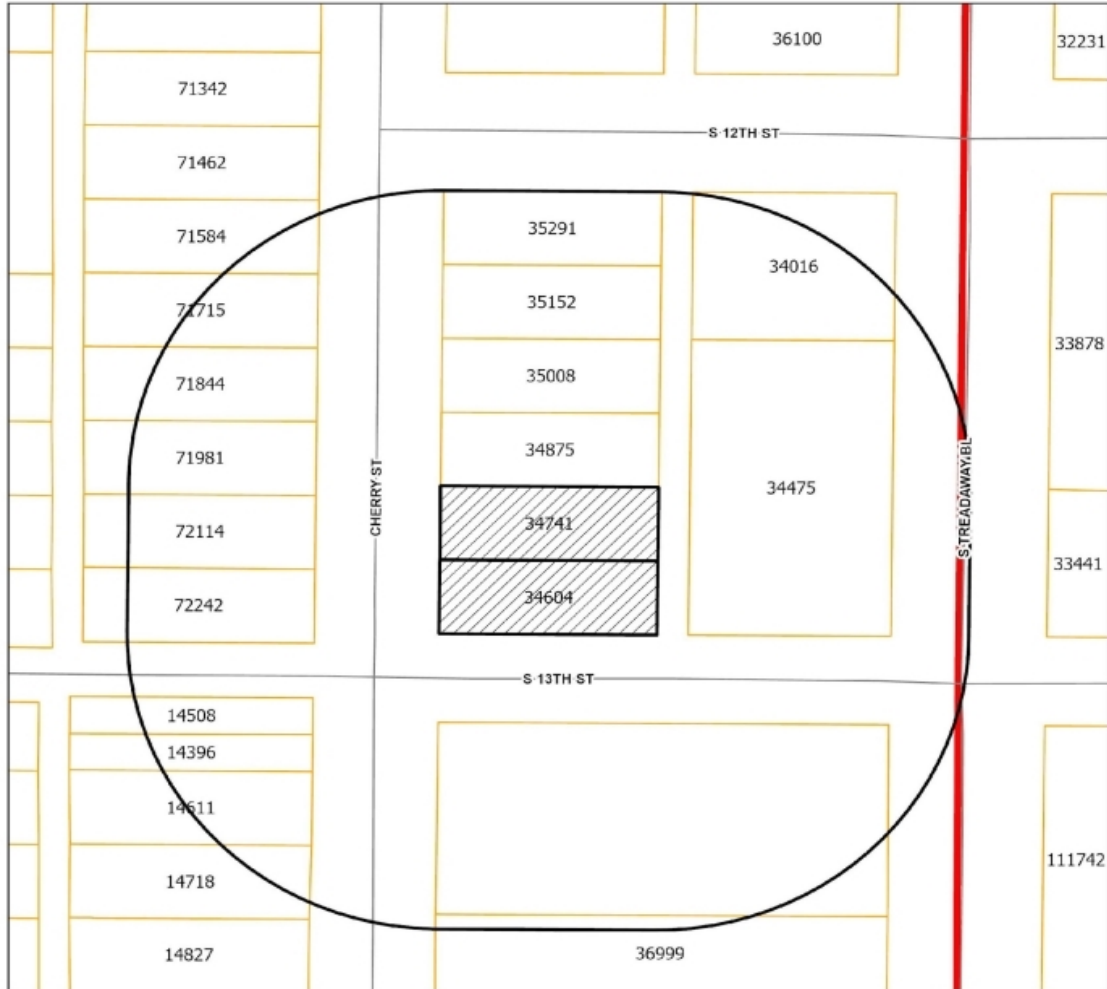
North Neighboring Property



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP

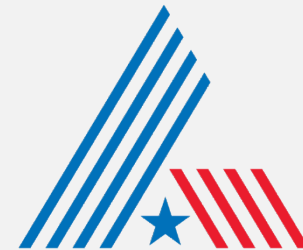


Legend

- Z-2025-11
- Notification Buffer
- Courier Parcels
- Arterial

- 0 - In Favor-
- 0 - Opposed-

0.01
Miles



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: **Approval.**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **21. Ordinance (Final Reading) Z-2025-12:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.31 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)

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 19 TH ST	
BAGWELL MELISSA EAKIN	42656	1543 N 19 TH ST	
CANO ANTONIA	41792	1825 GRAPE ST	
CRUZ NOEL & LUCIA	62027	1842 GRAPE ST	
MACKEY DEBORAH M ET AL	42537	1535 N 19 TH ST	
MATHEWS JAMES T	60985	1726 GRAPE ST	
MATHEWS JAMES T	60985	1726 ½ GRAPE ST	
PALLAREZ ARMANDO F & MELISSA A	48441	1525 N 18 TH 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 18 TH ST	
SEGURA BALDOMERO	41919	1841 GRAPE ST	
SEGURA BALDOMERO	41677	1625 N 19 TH ST	
SEGURA BALDOMERO	48589	1543 N 18 TH ST	
TATUM ALVILENE	42940	1538 N 18 TH ST	
THOMPSON NICHOLAS	1091818	1605 N 18 TH ST	

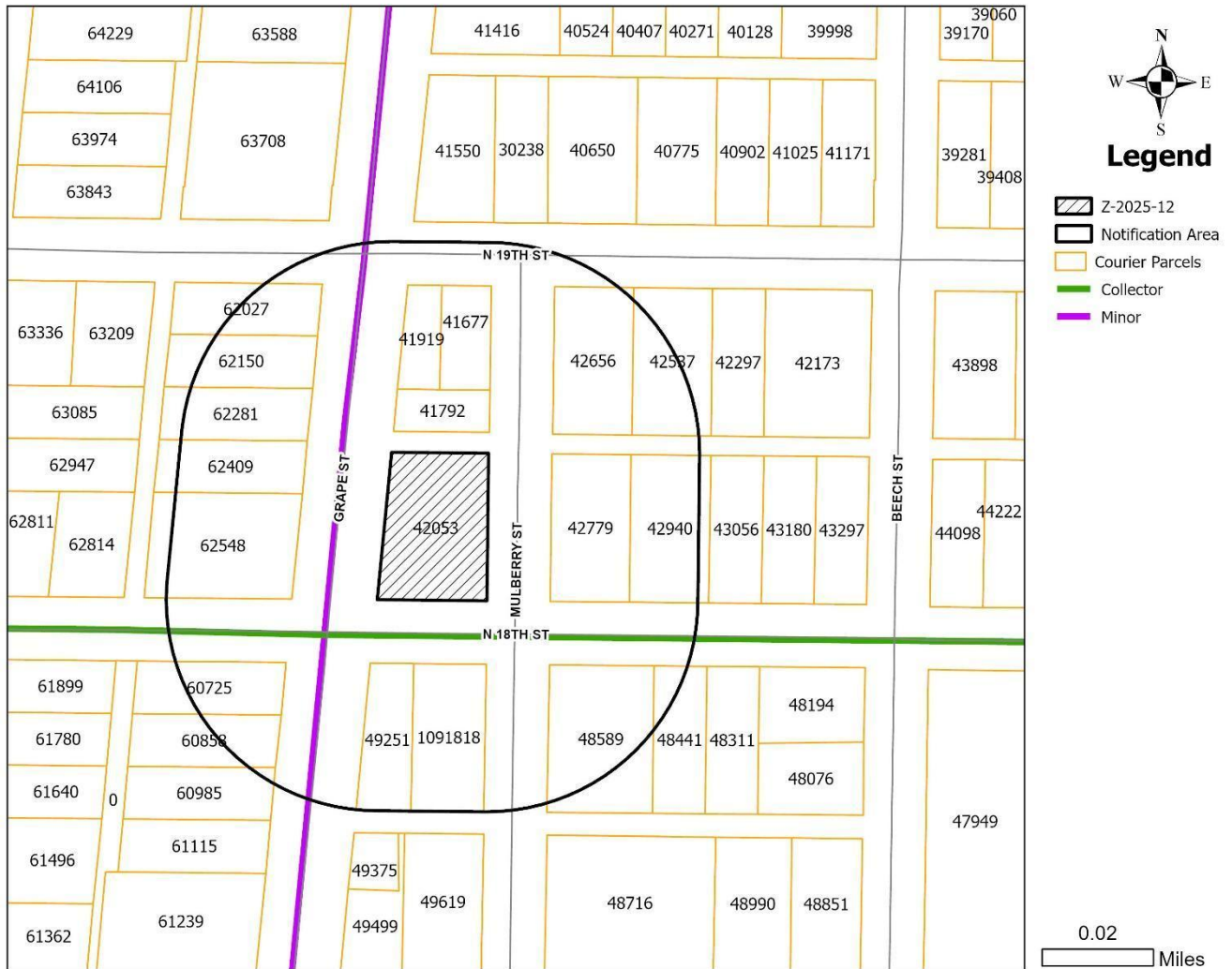
YATES MARY B	42779	1542 N 18 TH ST	
--------------	-------	----------------------------	--

PROPERTY ID

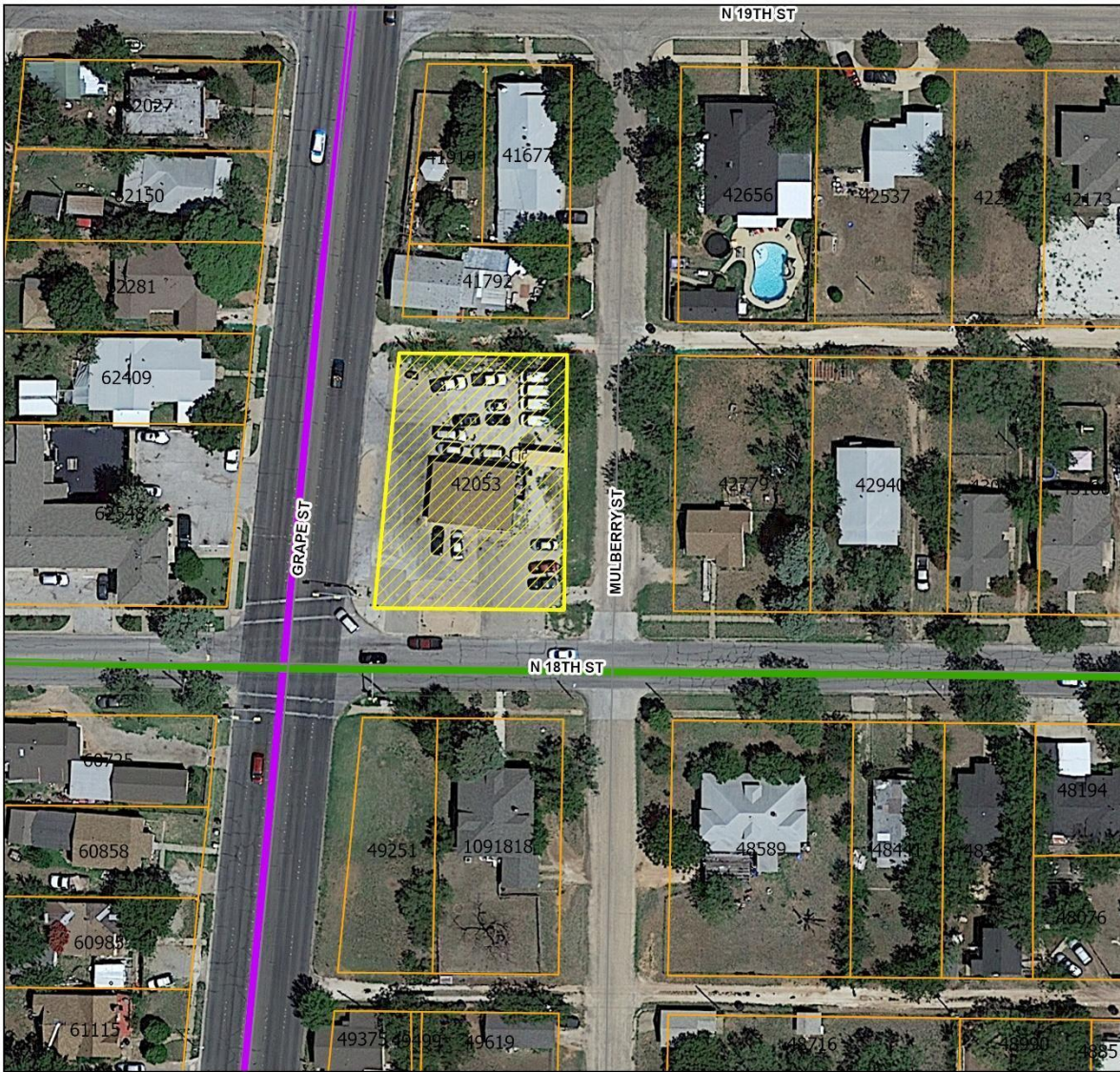
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SEGURA BALDOMERO	41677	1625 N 19 TH ST	
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BAGWELL MELISSA EAKIN	42656	1543 N 19 TH ST	
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PALLAREZ ARMANDO F & MELISSA A	48441	1525 N 18 TH ST	
SEGURA BALDOMERO	48589	1543 N 18 TH ST	
RODRIGUEZ FERNANDO &	60725	1717 N 18 TH ST	
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ASHA PILI	62409	1818 GRAPE ST	
1802 GRAPE HOLDING LLC	62548	1802 GRAPE ST	
THOMPSON NICHOLAS	1091818	1605 N 18 TH ST	

NOTIFICATION MAP



LOCATION MAP



Legend

-  Z-2025-12
-  Courier Parcels
-  Collector
-  Minor

0.01
Miles

ZONING MAP





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
Requestor's Property Zoning: GR
Requestor's Proposed Zoning: GC

Your Name: RAMZANALI AMBEREEN
Your Property Address: 1834 GRAPE ST
Your Parcel ID: 62150

I am in favor of the request ☒

I am opposed to the request ☐

Signature:



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

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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
Requestor's Property Zoning: GR
Requestor's Proposed Zoning: GC

Your Name: RAMZANALI SHERALI
Your Property Address: 1826 GRAPE ST
Your Parcel ID: 62281

I am in favor of the request ☒

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: Ramreality2727@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: Ramreality2727@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.

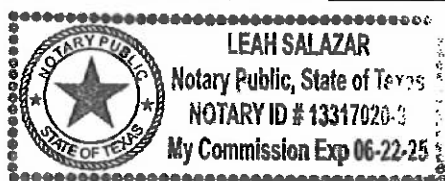
Property Owner's Signature: Sherali Ramzanali Date: 03/25/25

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 in and for the State of Texas

Project Representative Information (complete if designated by owner)

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

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



2025 Development Application

Disclosure of Interest

Disclosure Questions

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

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

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

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

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: Sherali Kanyardli

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, 2025

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).

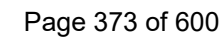
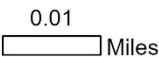
Location: Located at 1801 Grape Street.

Notification: 2 in Favor, 0 in Opposition

Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025
June 26, 2025







ZONING MAP

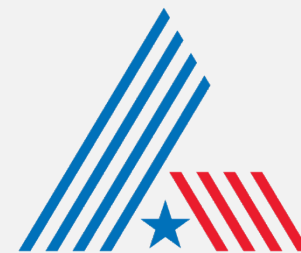


Legend

- Z-2025-12
- Courier Parcels
- GR (General Retail)
- MD (Residential - Medium Density)
- Collector
- Minor

0.01

Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS



© 33C04Y9P4HUXED Timemark Verified



© 36YBAT1KGYBKAU Timemark Verified



© 33C04Y9P4HUXED Timemark Verified



© RR4RUCNKRDEUXN Timemark Verified



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





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





NOTIFICATION AREA MAP



Legend

- Z-2025-12
- Notification Area
- Courier Parcels
- Collector
- Minor

2 - in Favor -

0 - in Opposition -

% OPPOSITION



0.02

Miles



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **22. Ordinance (Final Reading) Z-2025-13:** Receive a Report, Hold a Discussion and Public Hearing, 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

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

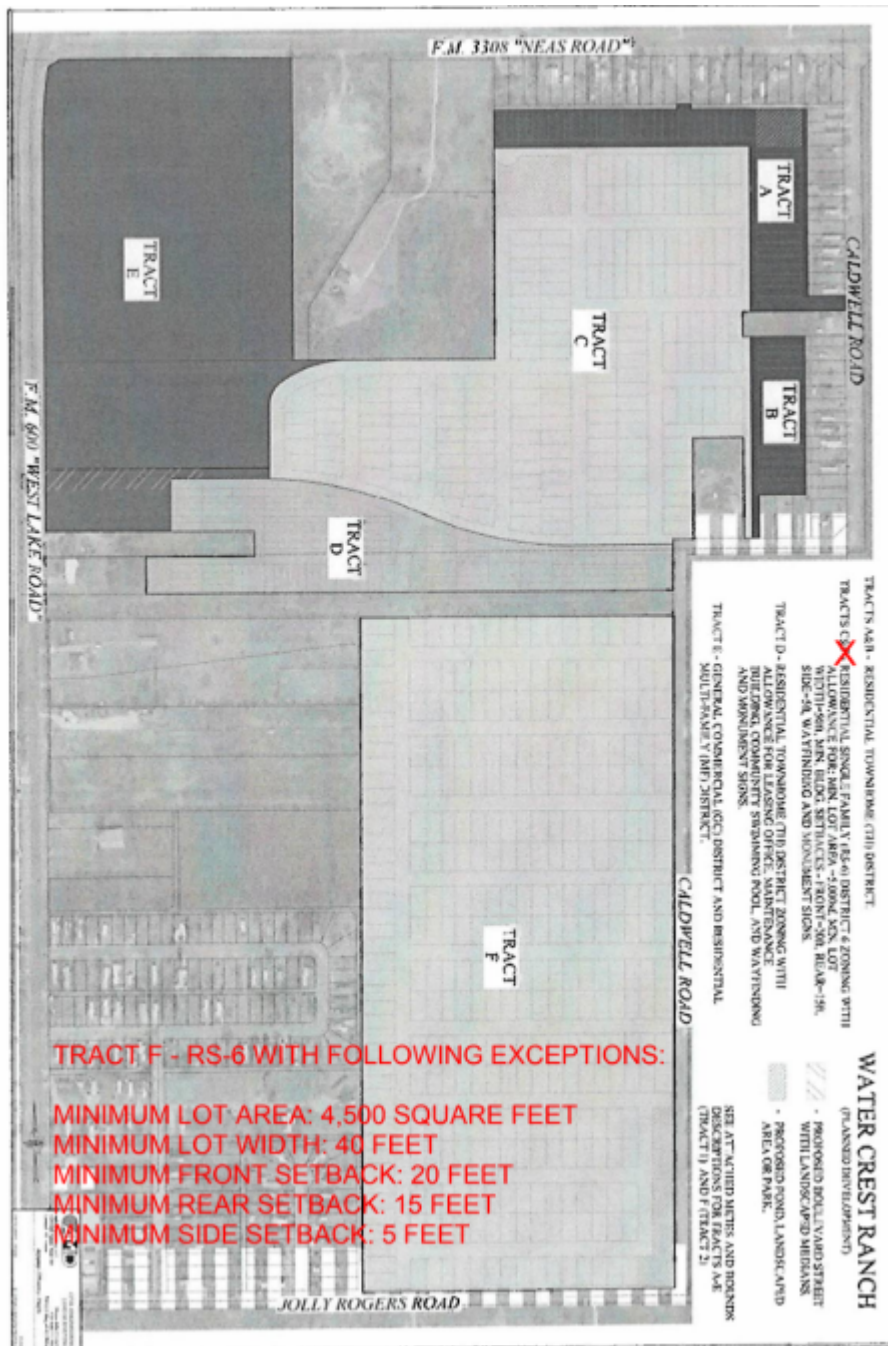
Tract F – Residential Single-Family (RS-6) district, subject to all RS-6 development standards shall be applicable with the following exceptions:

- ☐ 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	

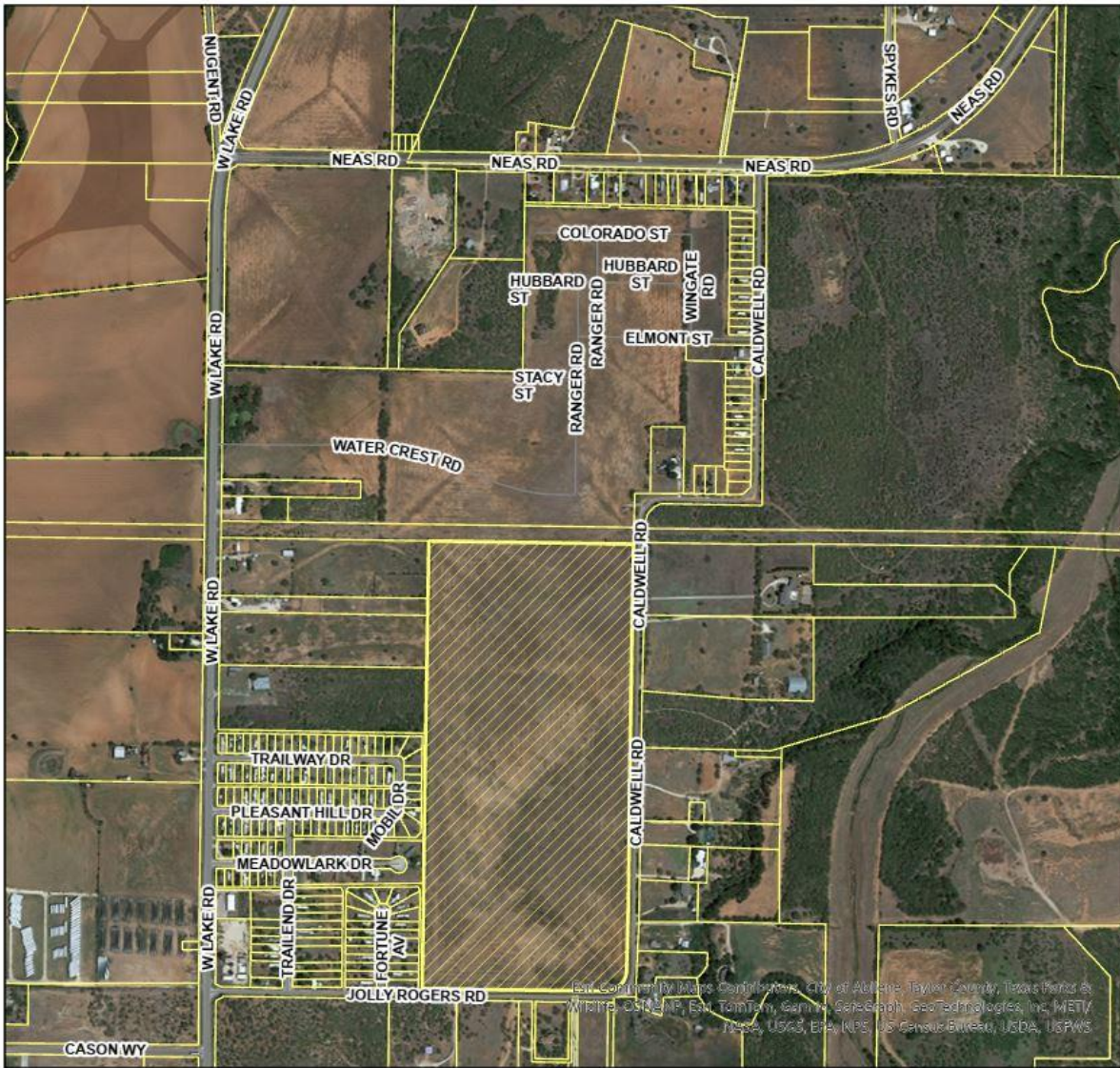
CLEAR VIEW RV LLC	4051 W LAKE RD	31613	
CLEVENGER GARY ALAN	4001 CALDWELL RD	52888	
COCKERELL EDWARD IV &	581 JOLLY ROGERS RD	51583	
Confidential Owner	3919 CALDWELL RD	100081	
FLEMING JOSEPH ALAN &	4075 W LAKE RD	31741	
HARDESTY JOSEPH CONNOR	4489X CALDWELL RD	53007	
HOOD DEREK L	4073 CALDWELL RD	996314	O
ISELL 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	
ISELL 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	

LOCATION MAP



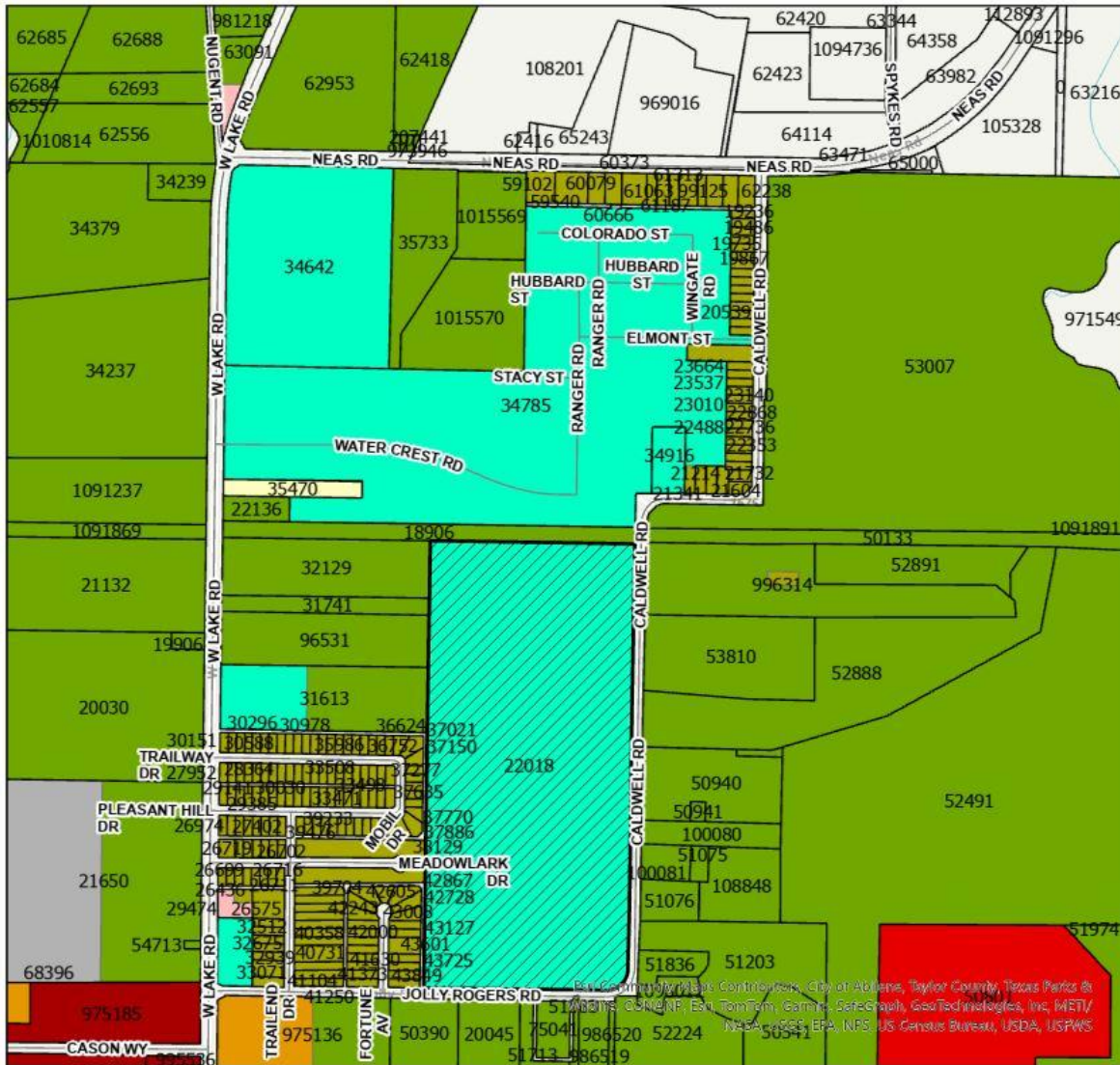
Legend

Z-2025-13

0.15

Miles

ZONING MAP



Legend

Z-2025-13

Zoning Classification

- AO
- GC
- HC
- LI
- MD
- MH
- NR
- PD
- RS-12

0.15

Miles

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.

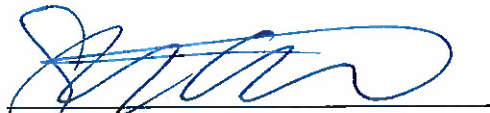
PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

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. $89^{\circ} 12' 58''$ W., along the north line of said Pleasant Hills Estates, Lot 1, 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 corner of this tract;
- 6) THENCE S. $00^{\circ} 48' 10''$ 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. $89^{\circ} 11' 19''$ E., along the south line of said Pleasant Hills Estates, Lot 1, Block A, Continuation of Section 4, a distance of 239.92 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. $00^{\circ} 45' 35''$ 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. $89^{\circ} 12' 10''$ 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. $00^{\circ} 38' 33''$ 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. $89^{\circ} 14' 06''$ 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. $00^{\circ} 49' 14''$ 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. $89^{\circ} 13' 27''$ 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. $00^{\circ} 50' 34''$ 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 of said 1.84 acre tract and a corner of this tract;
- 15) THENCE N. $89^{\circ} 14' 06''$ 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. $00^{\circ} 55' 06''$ W., along the west line of said Caldwell Road, a distance of 205.20 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. $01^{\circ} 02' 37''$ W. a distance of 100.00 feet;

17) THENCE N. $88^{\circ} 57' 37''$ 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 corner 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. $00^{\circ} 53' 02''$ 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. $88^{\circ} 46' 59''$ 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 corner of said Zeke Rodriguez tract and an ell corner of this tract;

20) THENCE N. $00^{\circ} 08' 06''$ 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. $88^{\circ} 48' 24''$ 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 corner of said Zeke Rodriguez tract and the most westerly southwest corner 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. $00^{\circ} 49' 22''$ 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 $09^{\circ} 28' 25''$, a chord length of 307.17 feet and a chord bearing of N. $05^{\circ} 33' 34''$ E., to a Type 1 concrete right-of-way monument (top broken off) found at a point of intersection and the most westerly northwest corner of this tract;

24) THENCE N. $60^{\circ} 33' 28''$ 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 corner 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. $88^{\circ} 49' 29''$ 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. $00^{\circ} 49' 22''$ 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. $88^{\circ} 49' 29''$ 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 corner of this tract;

28) THENCE N. $00^{\circ} 54' 40''$ 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 corner of this tract;

29) THENCE S. $88^{\circ} 50' 55''$ 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. $00^{\circ} 53' 00''$ 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 corner of this tract;

31) THENCE S. $88^{\circ} 50' 55''$ 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 corner of this tract;

32) THENCE S. $00^{\circ} 53' 00''$ W. a distance of 20.00 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. $88^{\circ} 50' 55''$ 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 $-00^{\circ} 39' 54.55''$ 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 of 2574 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

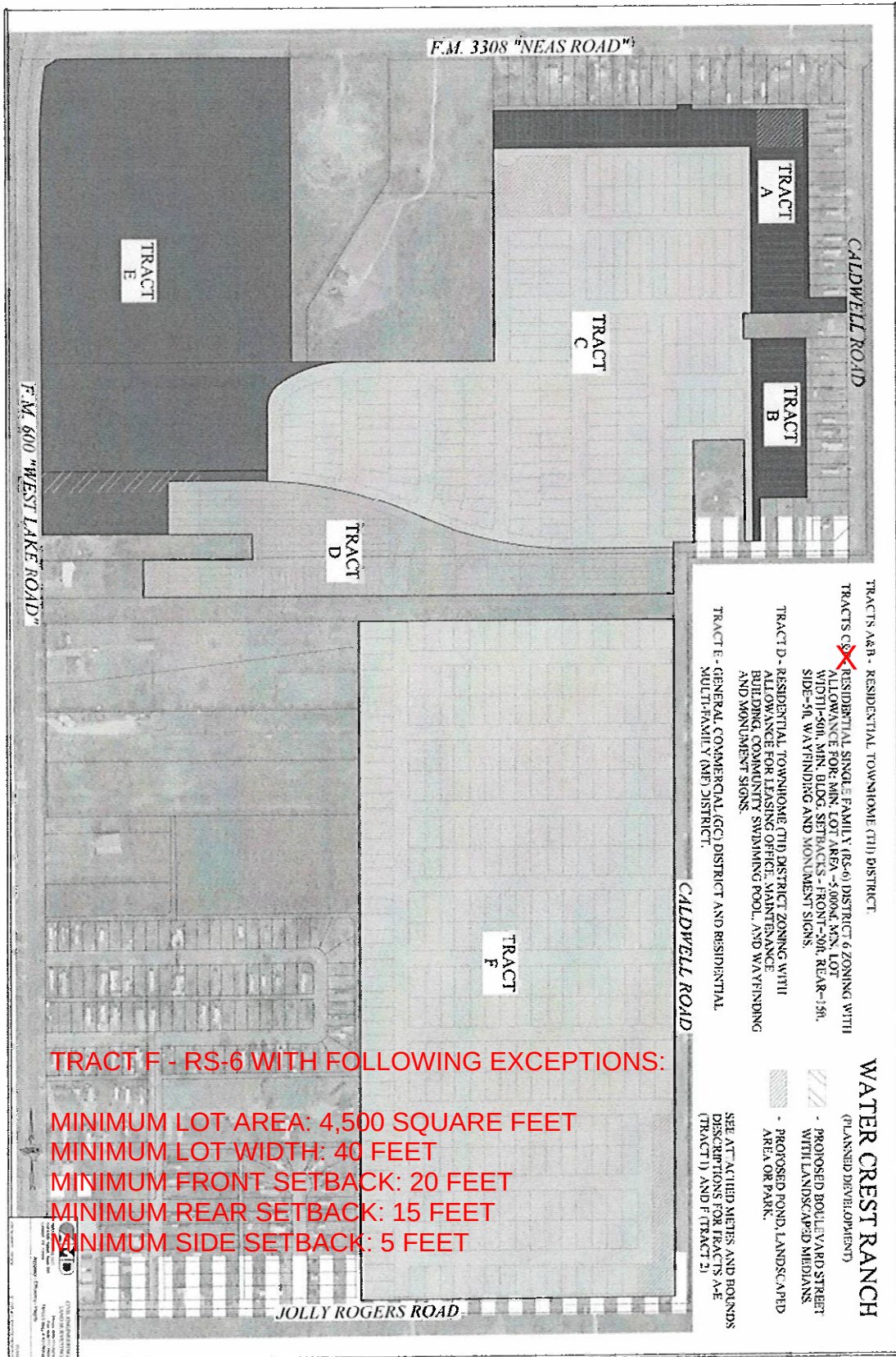
- All TH district development standards shall be applicable
- Permitted uses shall include a leasing office, maintenance building, and community pool
- Monument, directional, and wayfinding signs are permitted.

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-



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
Requestor's Property Zoning: PDD-177
Requestor's Proposed Zoning: PDD-177

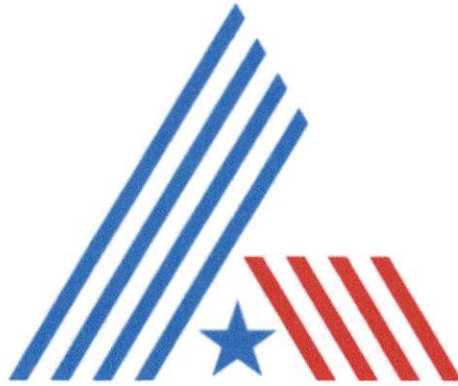
Your Name: HOOD DEREK L
Your Property Address: 4073 CALDWELL RD
Your Parcel ID: 996314

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

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 SUBMITTALS 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 1 ST READING	CITY COUNCIL 2 ND 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

Phone: 214-697-9247

Agent Name: Staci Heuvel

Address: 8213 Alcove Avenue

City, State, Zip: Lubbock, TX 79424

Phone: 214-697-9247

Fax: _____

Email: staci@westtexaslandguys.com

Fax: _____

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 |
| ☐ 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

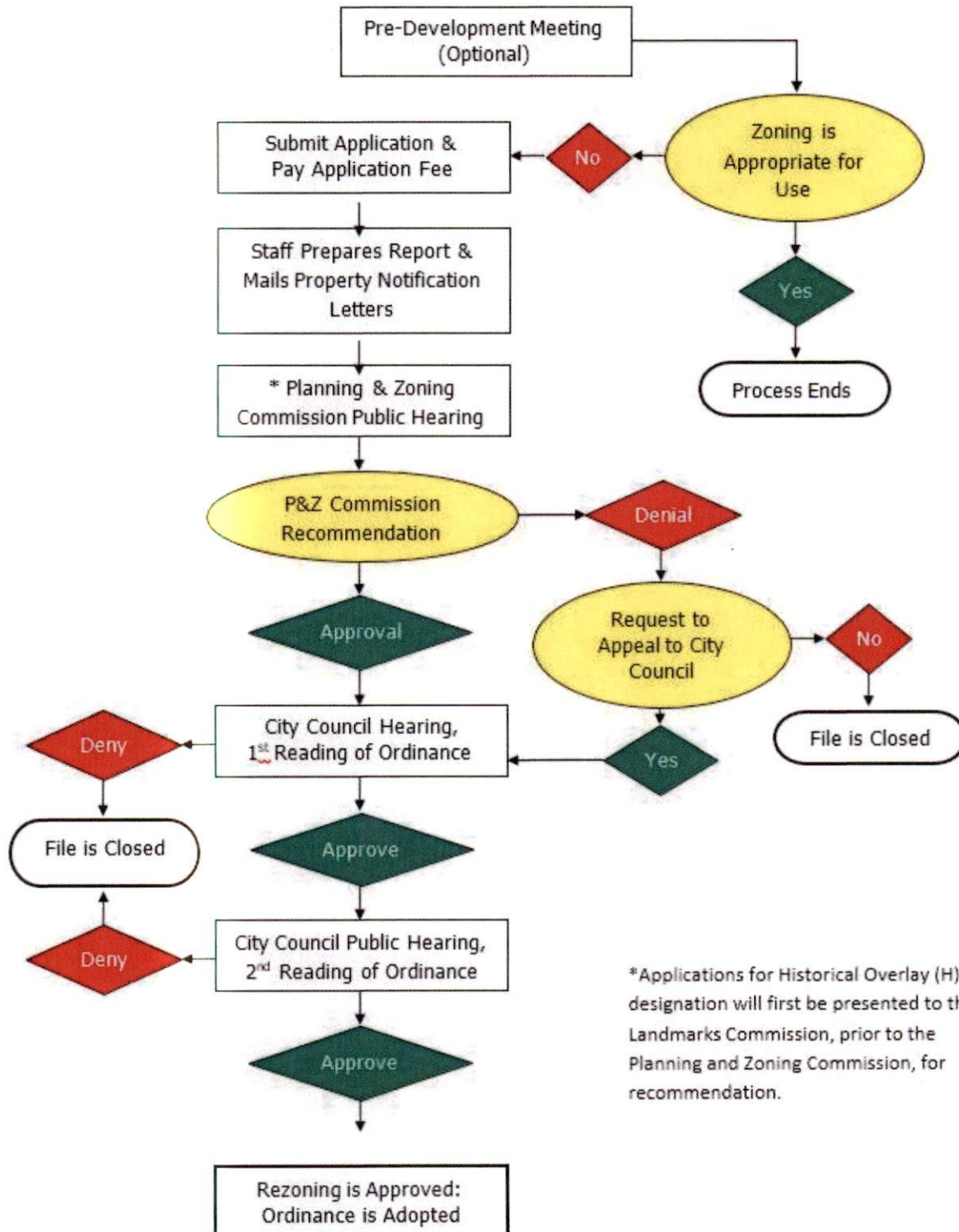
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

NO

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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





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
☒ 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.

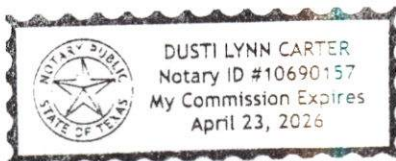
Property Owner's Signature: _____ Date: 3/27/25

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 Carter
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ 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? ☐ 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): Jack F. Strong III

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: _____

DATE: _____

A handwritten signature in blue ink is written over the signature line. Below the signature line, the date "3/27/25" is handwritten in blue ink.



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

A handwritten signature in blue ink, consisting of a stylized 'H' followed by a long horizontal stroke.

*(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

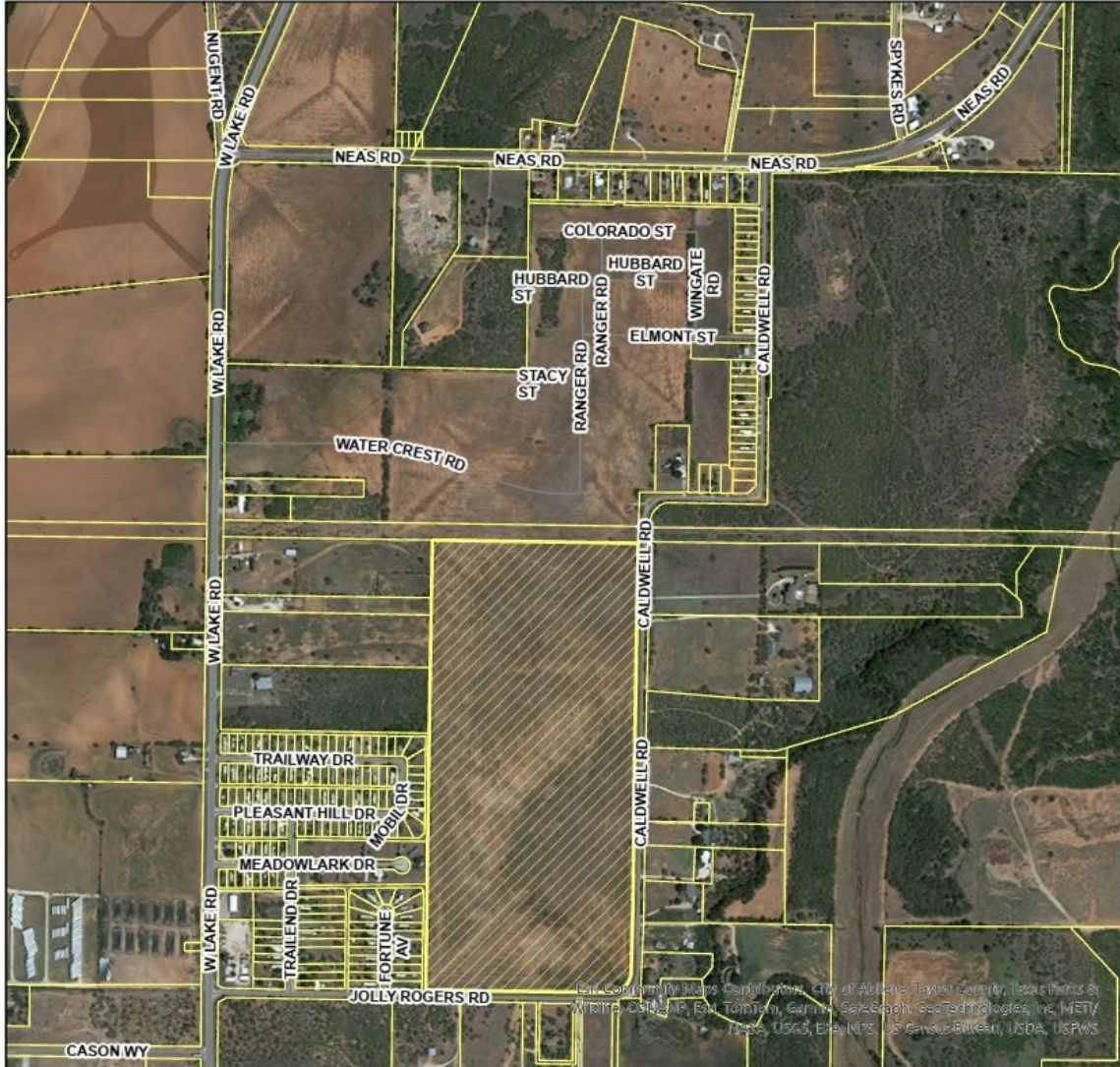
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025
June 26, 2025





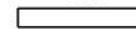
AERIAL LOCATION MAP



Legend

 Z-2025-13

0.15

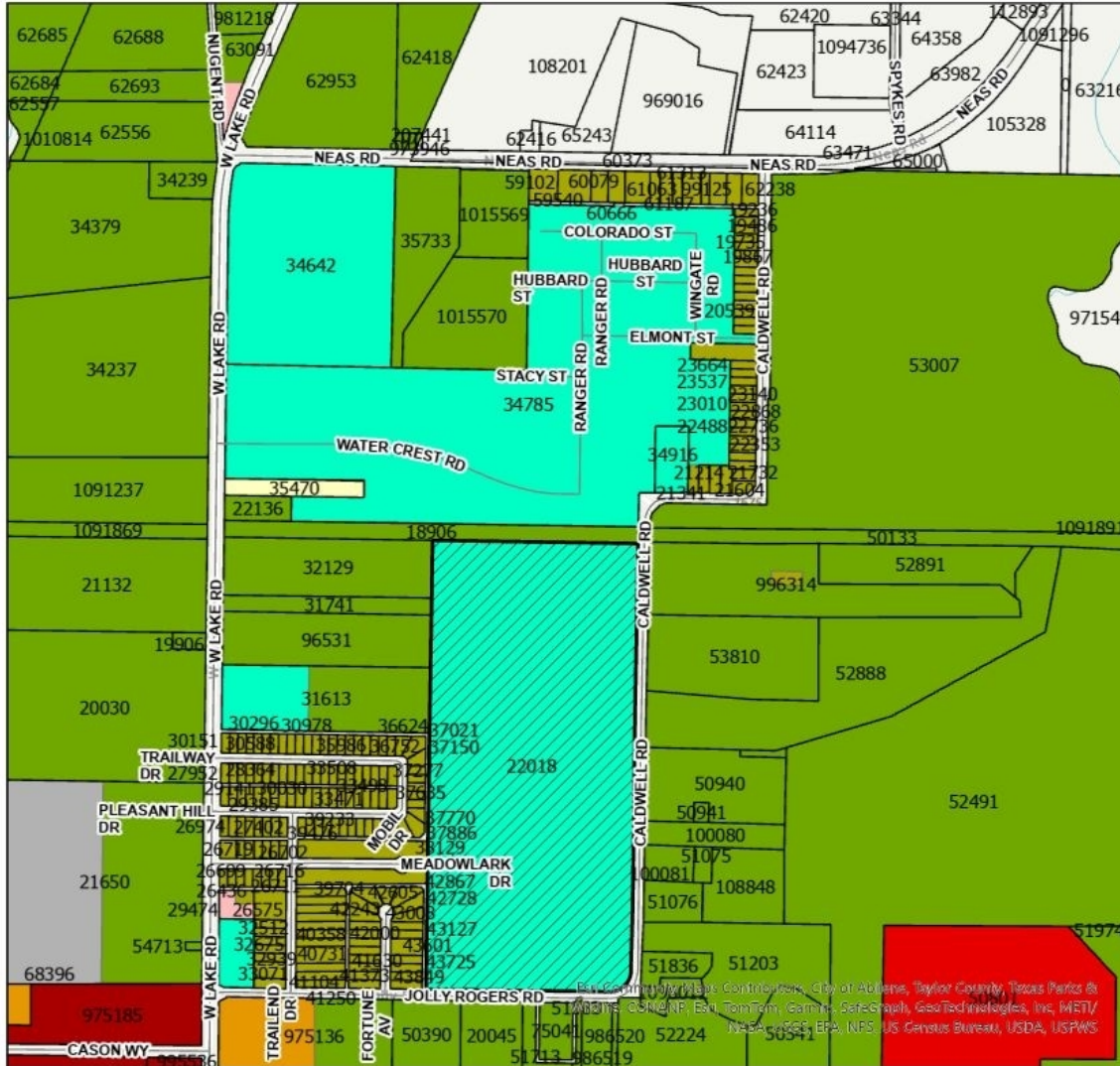
 Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

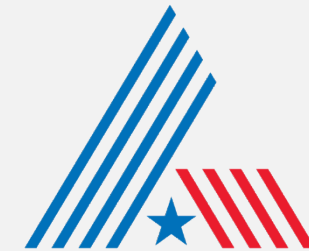
Z-2025-13

Zoning Classification

- AO
- GC
- HC
- LI
- MD
- MH
- NR
- PD
- RS-12

0.15

Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS

South neighboring property



Subject property



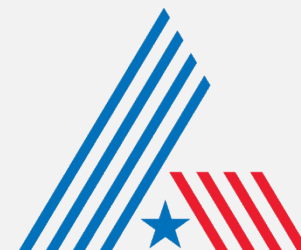
Subject property



Subject property



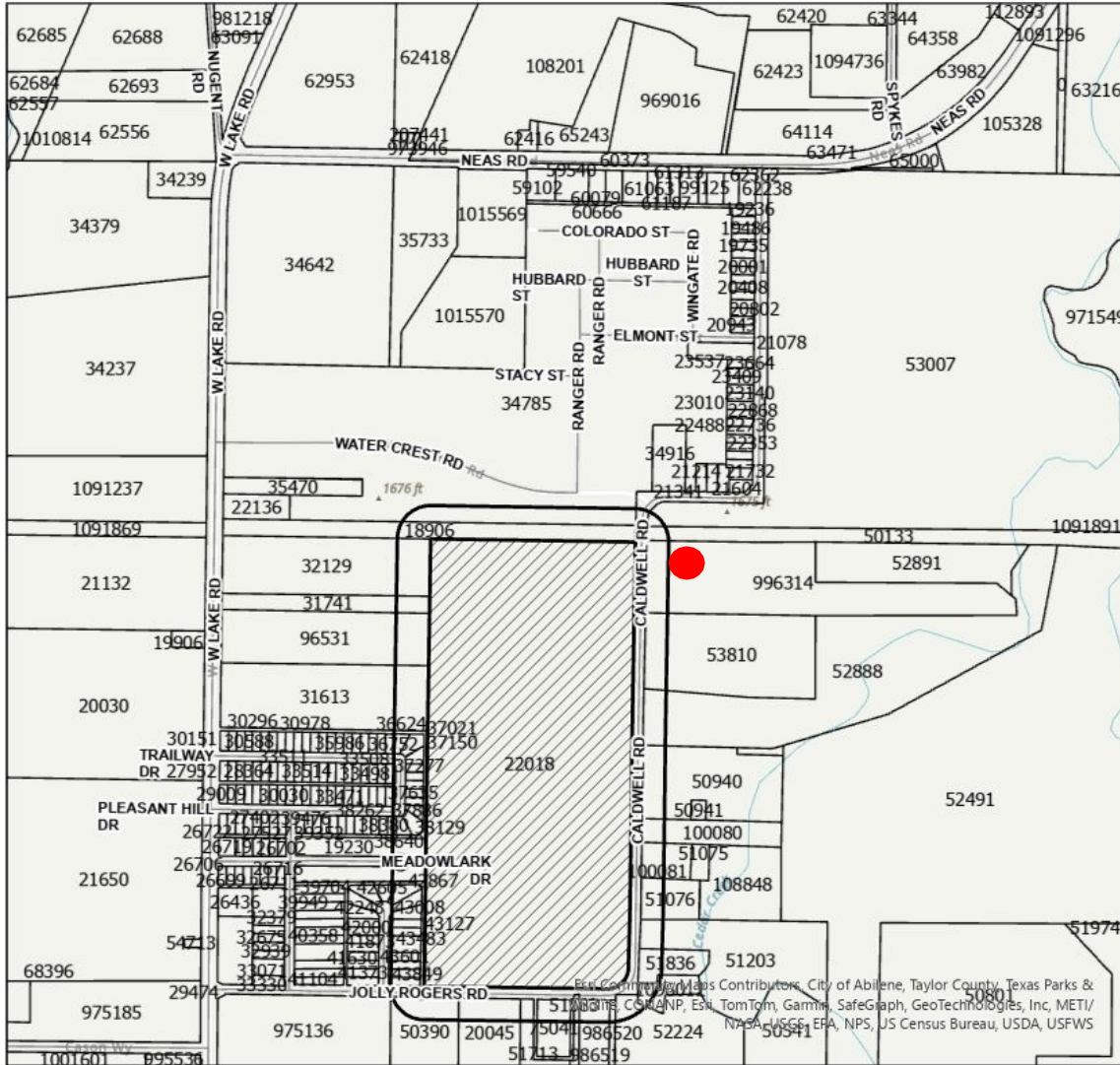
East neighboring property



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TEXAS

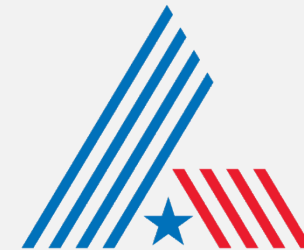


NOTIFICATION AREA MAP



Notification
Z-2025-13

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**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **23. Ordinance (Final Reading) Z-2025-14:** Receive a Report, Hold a Discussion and Public Hearing, 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)

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:

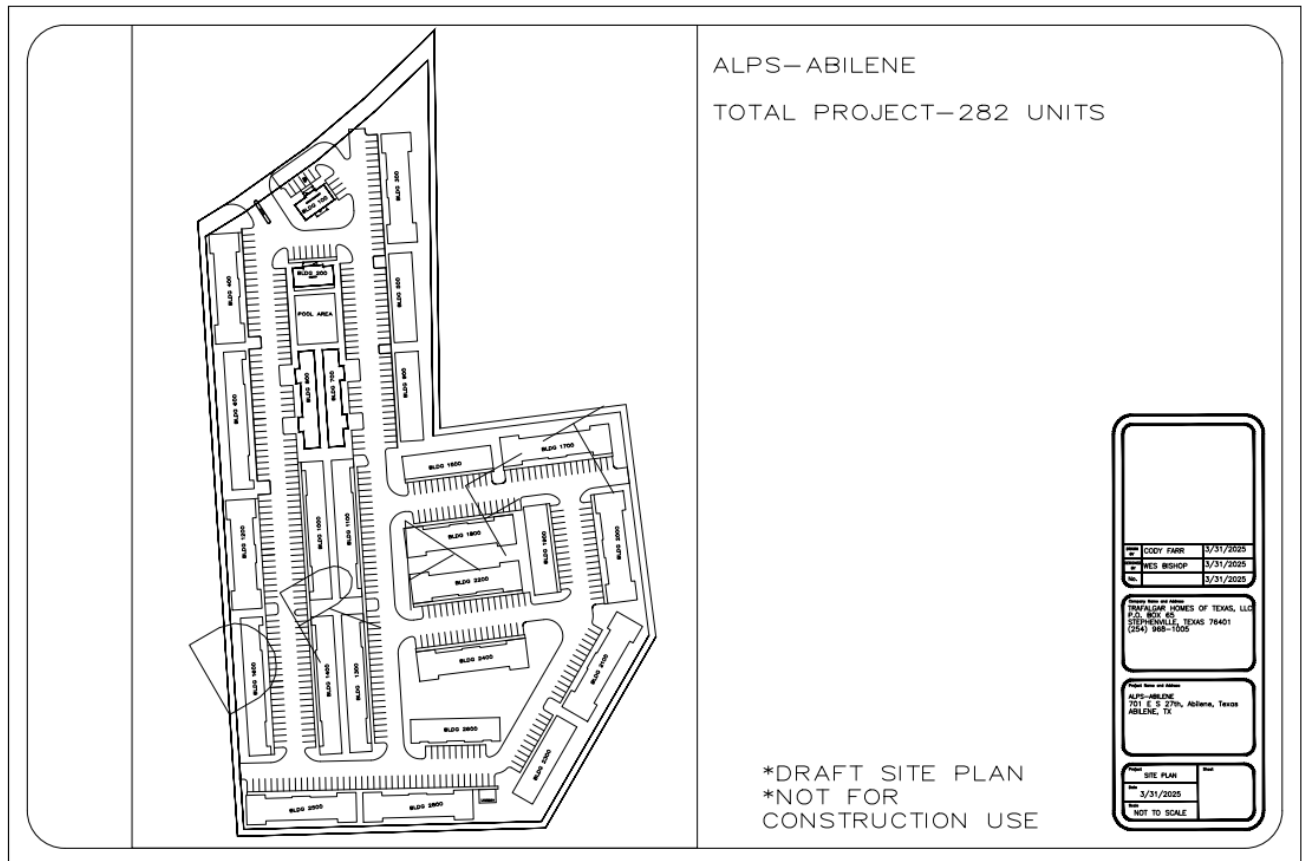
- ☐ The maximum density shall be 18 units per acre
- ☐ Must meet the requirements of Part 7.B.14 of this ordinance

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 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1001 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1021 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1009 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1017 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1025 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1013 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1033 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1029 LYTL 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	

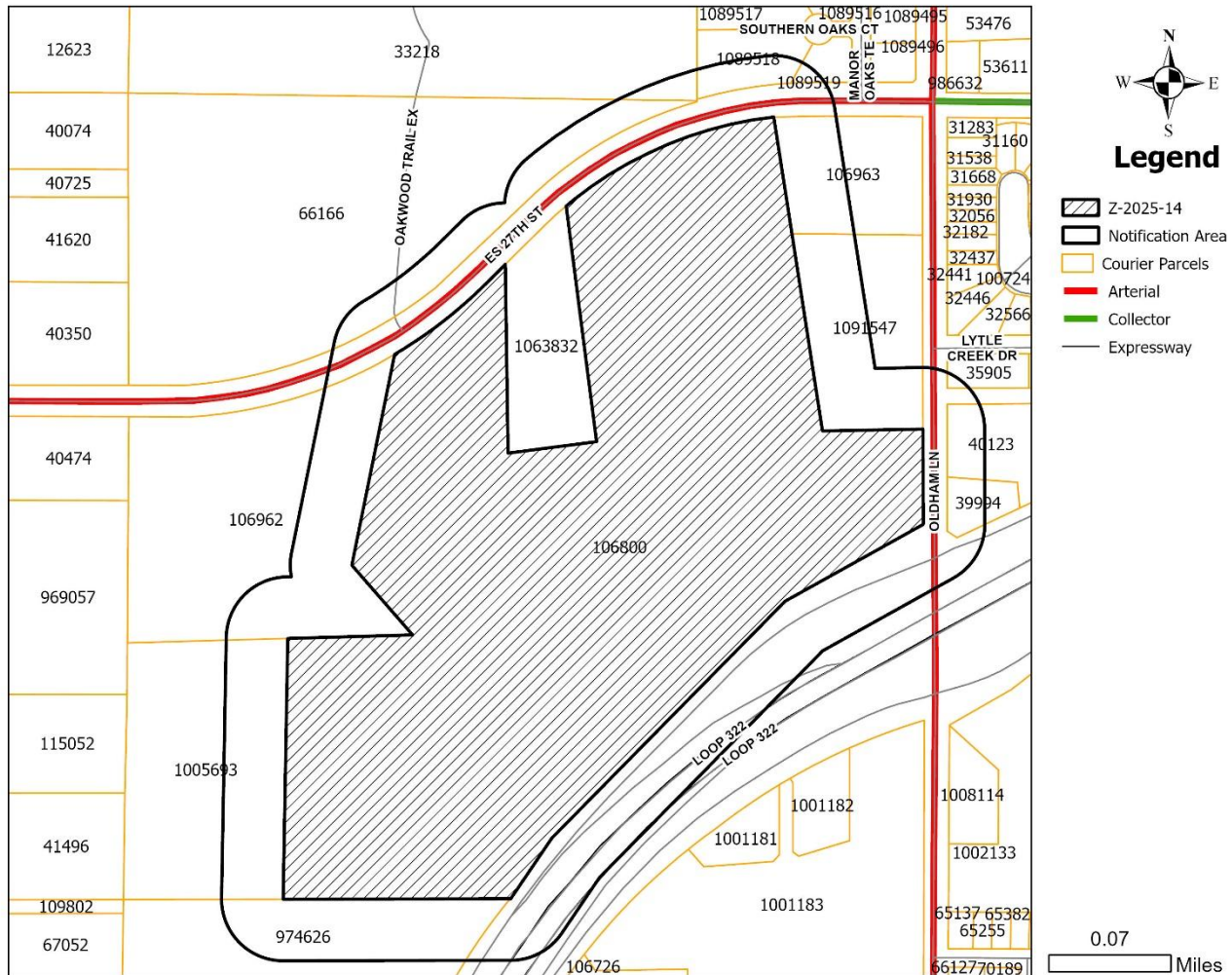
PROPERTY ID

Legend: O - Opposed, F - In Favor

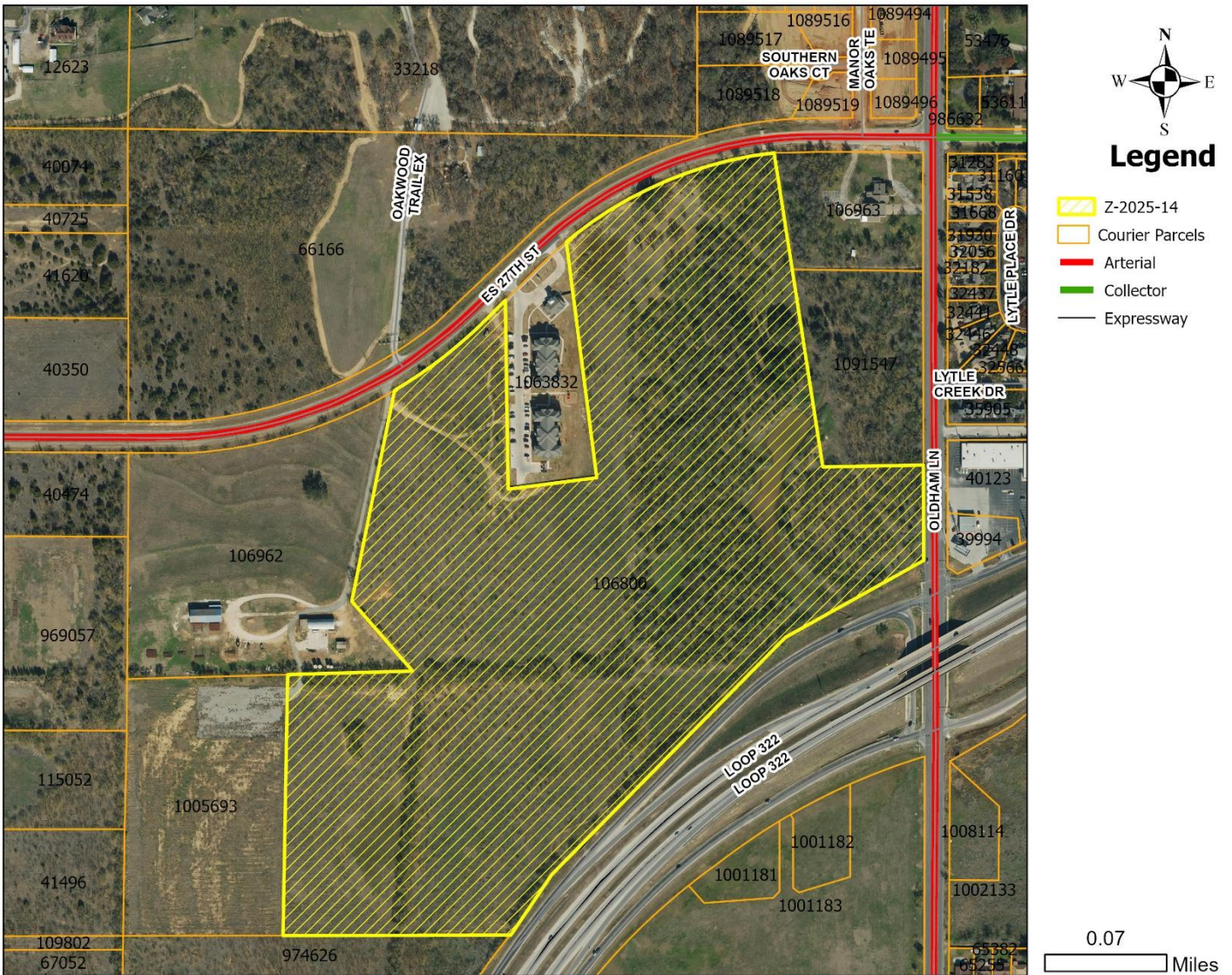
OWNER	SITUS	PROP_ID	RESPONSE
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 554	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 613	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 521	33218	
ABILENE STATE SCHOOL	2501 MAPLE ST BLDG 593	33218	
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MARTIN SCOT A & AMY	1001 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1021 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1009 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1017 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1025 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1013 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1033 LYTL CREEK DR	35905	
MARTIN SCOT A & AMY	1029 LYTL 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	
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DENMARK STORAGE LLC	3201 OLDHAM LN	1091547	

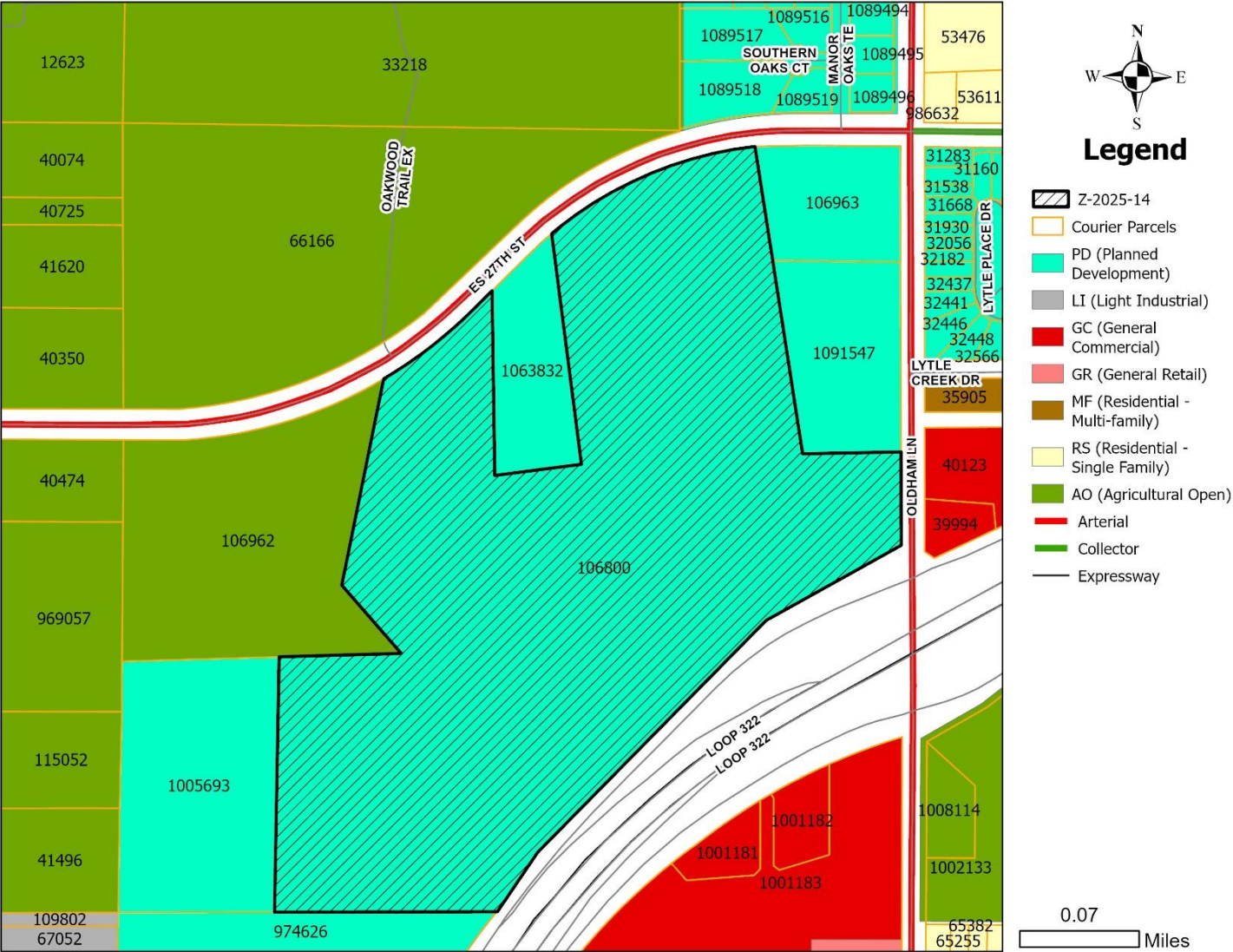
NOTIFICATION MAP



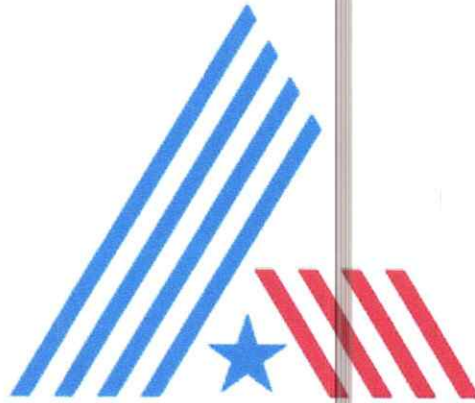
LOCATION MAP



ZONING MAP



ZONING APPLICATION



PLANNING & DEVELOPMENT SERVICES

CITY OF ABILENE TEXAS

- | | |
|--|---|
| <ul style="list-style-type: none">• Rezoning• Conditional Use Permit• Planned Development District (PDD)• PDD Amendment | <ul style="list-style-type: none">• 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 SUBMITTALS 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 1 ST READING	CITY COUNCIL 2 ND 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: 29/MAR/2025

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

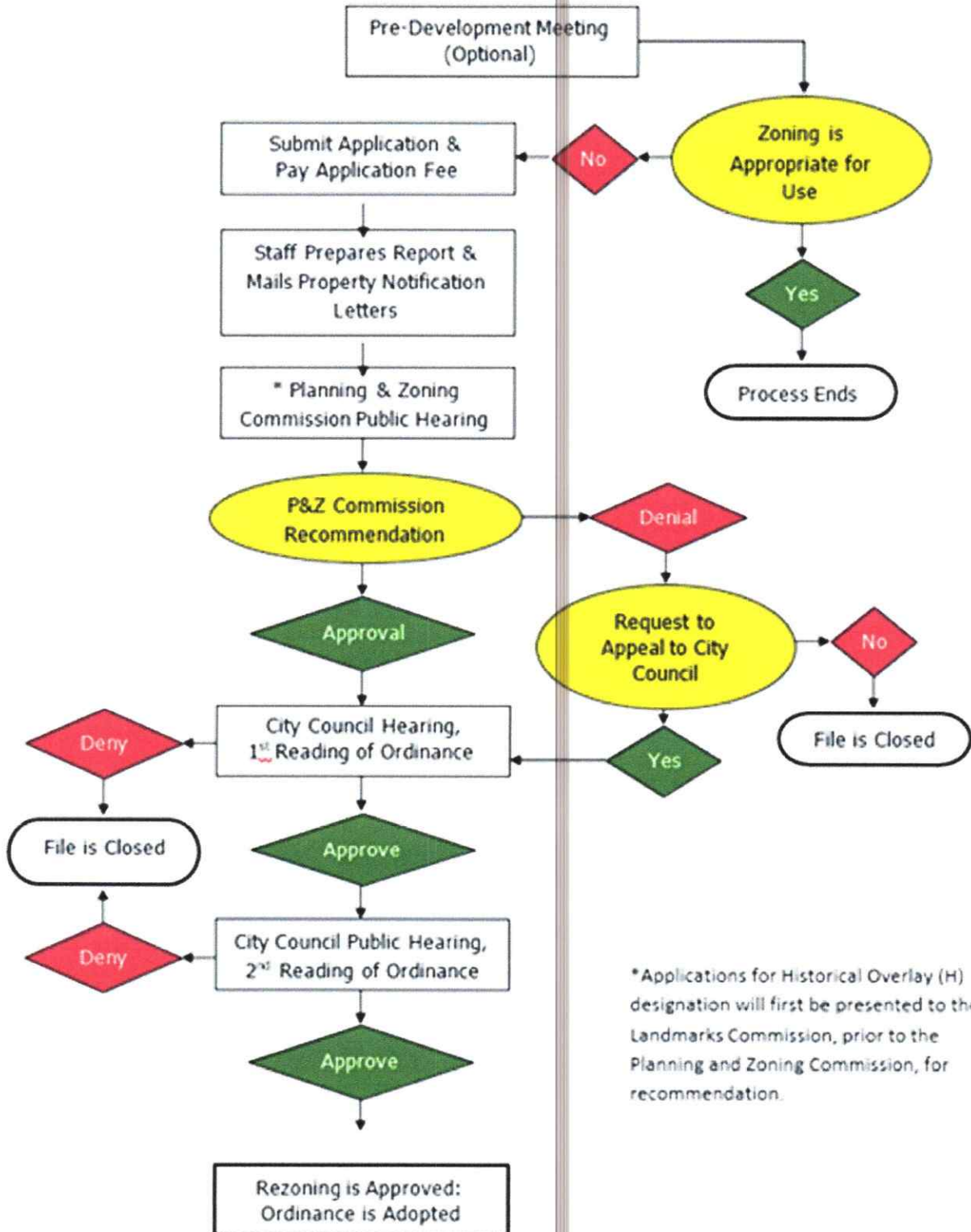
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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



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: _____

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

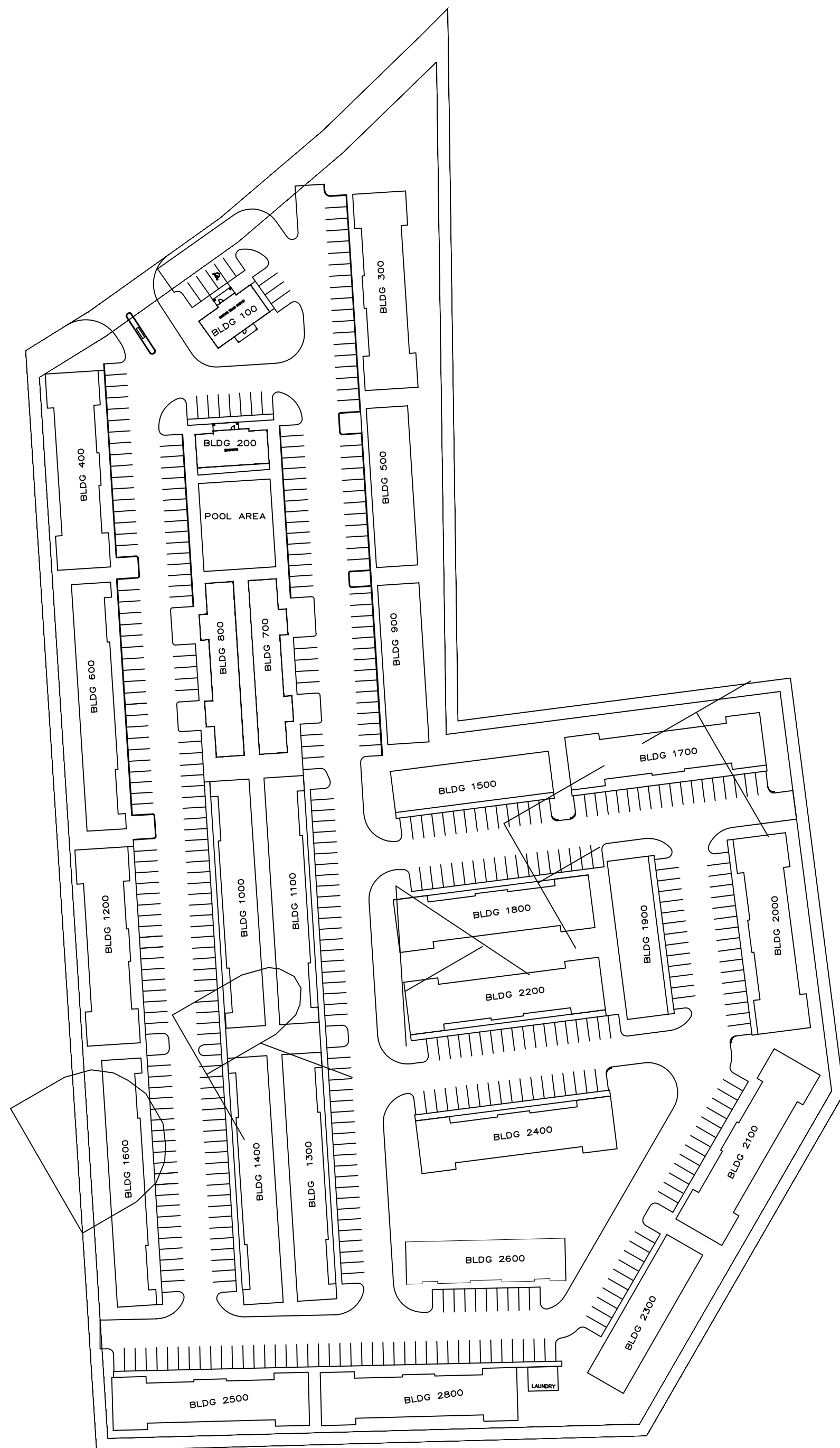
ACKNOWLEDGED BEFORE ME ON March 29, 2025 By Matthew Weathersee

NOTARY Monica Arndt

STATE OF TEXAS, COUNTY OF TARRANT



*(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	Sheet
Date	3/31/2025	
Scale	NOT TO SCALE	

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.

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

JUN 4 AM 8:54

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	I am opposed to the request ☒
Requestor's Proposed Zoning:	PDD104	Your Parcel ID:	1089519	

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



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

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You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/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 Total Number of Acres: 12
 Zoning Classification(s): PD MD2 Total Number of Lots: _____
 Location: 701 ES 27th

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.

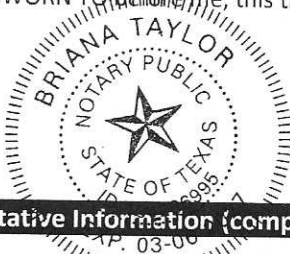
Property Owner's Signature: _____ Date: 03 APRIL 2025

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, 20 25



 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.

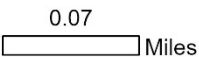
Location: 700 block of ES 27th St

Notification: 0 in Favor, 2 in Opposition

Planning & Zoning: June 3, 2025

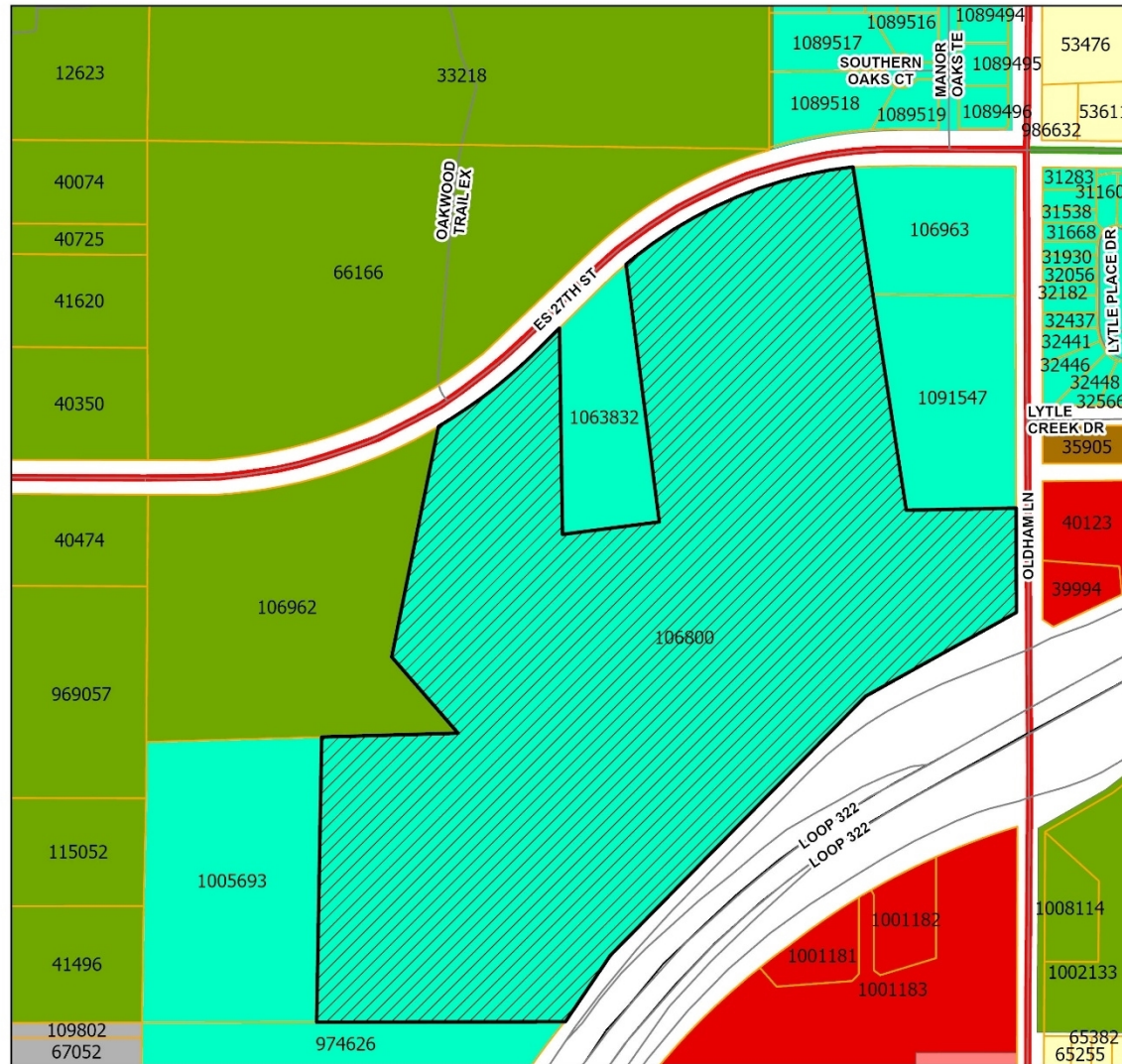
Council Hearing: June 12, 2025
June 26, 2025







ZONING MAP

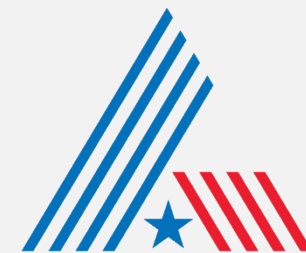


Legend

- Z-2025-14
- Courier Parcels
- PD (Planned Development)
- LI (Light Industrial)
- GC (General Commercial)
- GR (General Retail)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector
- Expressway

0.07

Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS

**North neighboring
property**



Subject property



Subject property



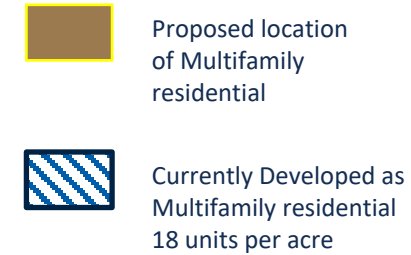
West neighboring property





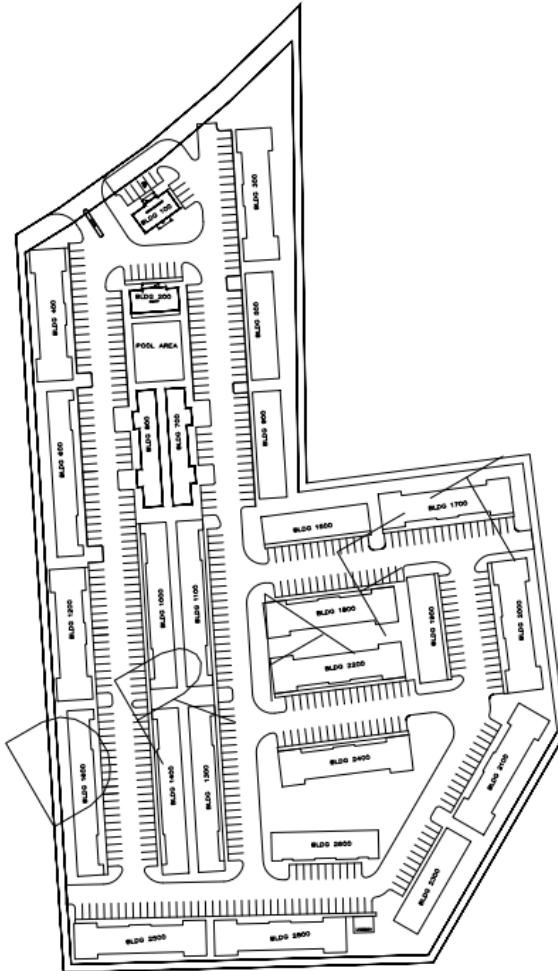
TRACT MAP

- ## Exhibit B





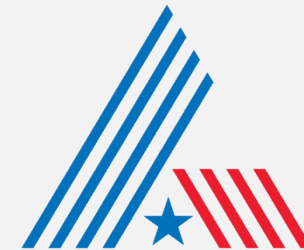
CONCEPT PLAN



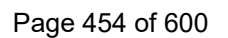
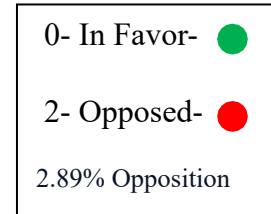
ALPS-ABILENE
TOTAL PROJECT-282 UNITS

*DRAFT SITE PLAN
*NOT FOR
CONSTRUCTION USE

DATE	CODY FARR	3/31/2025
DATE	WES BISHOP	3/31/2025
DATE		3/31/2025
DRAFT: FROM ALL OTHERS TRAFALGAR HOMES OF TEXAS, LLC P.O. BOX 455 STEPHENSVILLE, TEXAS 76401 (254) 968-1005		
Project Name and Address ALPS-ABILENE 701 E. S. 27th, Abilene, Texas ABILENE, TX		
DATE	SITE PLAN	DATE
3/31/2025		
NOT TO SCALE		



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**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **24. Ordinance (Final Reading) Z-2025-15:** Receive a Report, Hold a Discussion and Public Hearing, 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)

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

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 TRACT, 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;

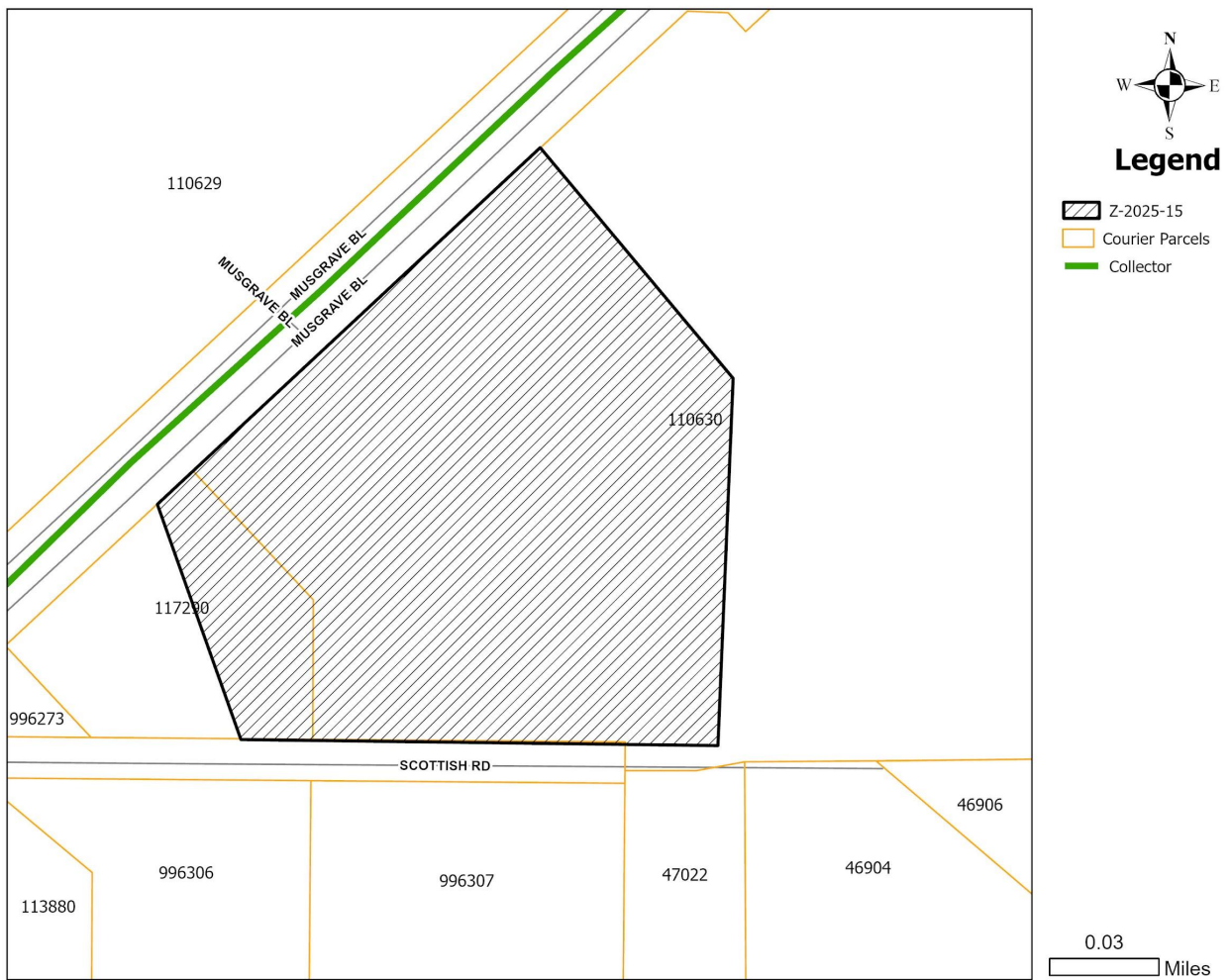
THENCE S43°00'13"E ALONG THE NORTHEAST LINE OF THIS DESCRIBED TRACT, AND OVER AND ACROSS THE REMAINDER OF SAID 60.65 ACRE TRACT, FOR A DISTANCE OF 414.96 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS DESCRIBED TRACT;

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



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

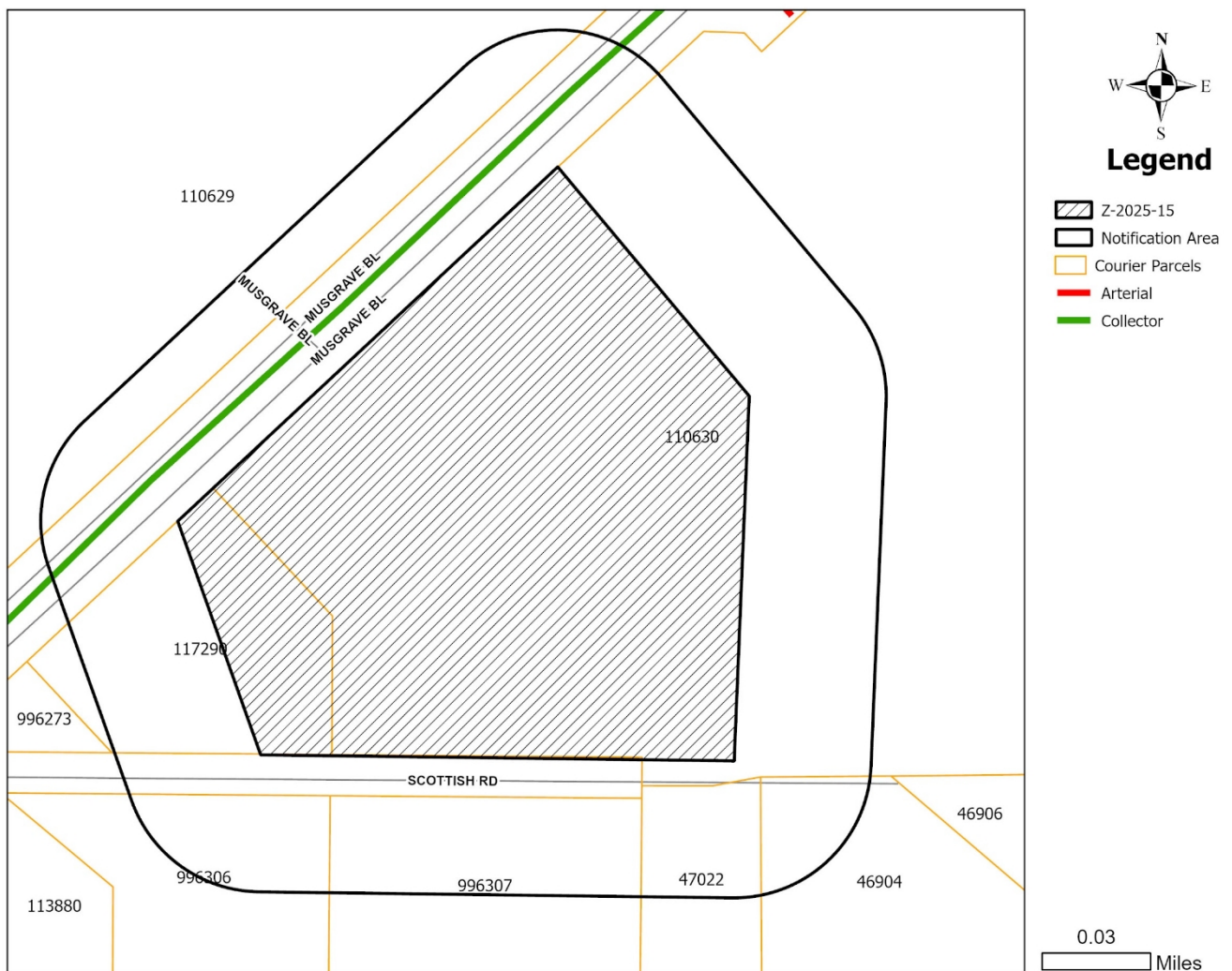
Notification

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:

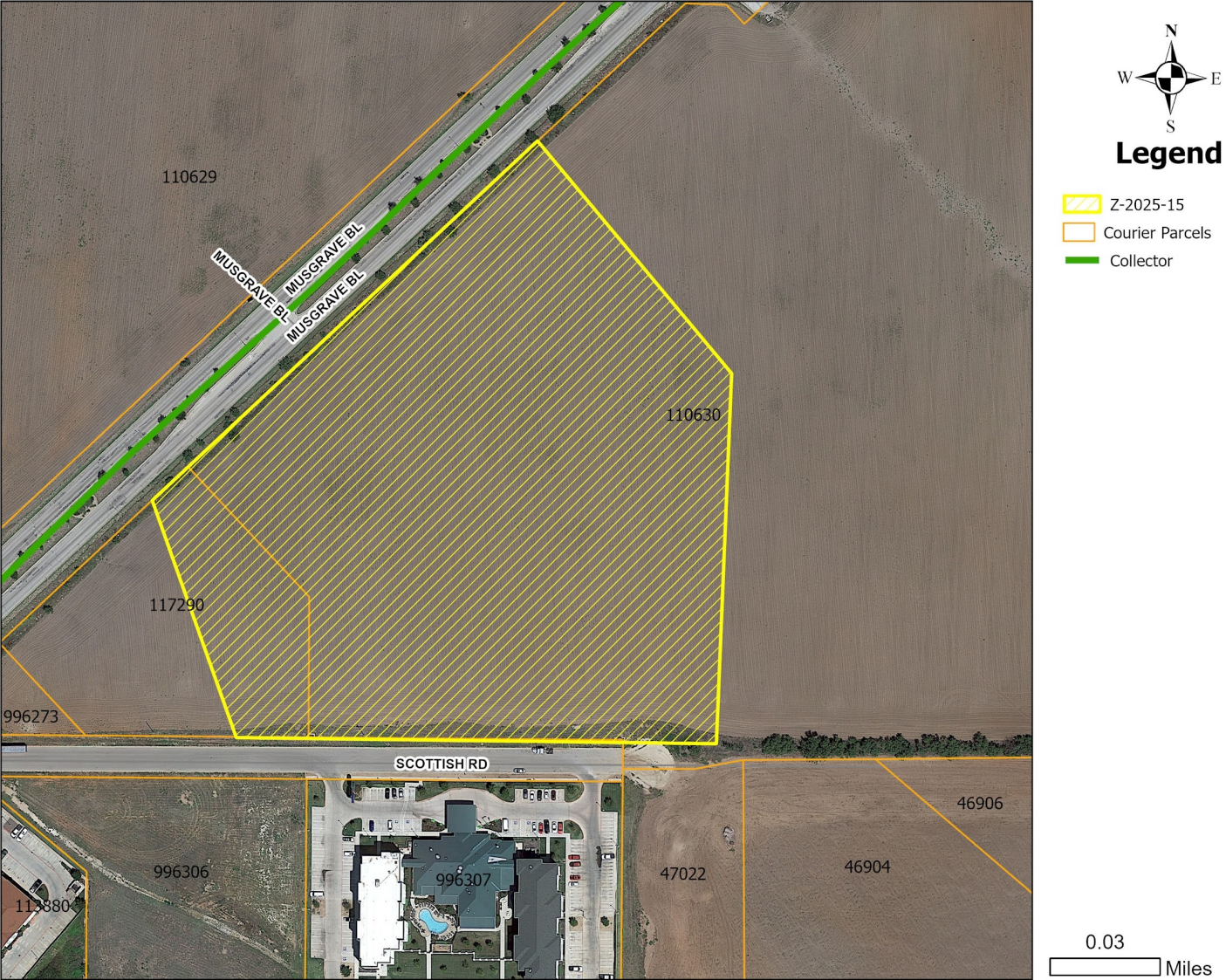
PROPERTY OWNER			Legend: O - Opposed, F - In Favor
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
2XABILTX PROPERTY LP	996307	2141 SCOTTISH RD	
HORNE RE-ABILENE LLC	110630		F
HORNE RE-ABILENE LLC	110629		F
HORNE RE-ABILENE LLC	117290	1717 MUSGRAVE BL	F
HTAB PROPERTY LP	996306	2101 SCOTTISH RD	
HTAB PROPERTY 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



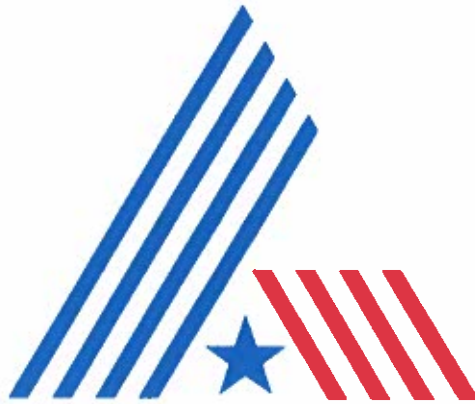
LOCATION MAP



ZONING MAP



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 SUBMITTALS 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 1 ST READING	CITY COUNCIL 2 ND 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

Phone: 865-560-1100

Fax: _____

Email: mpatterson@hpiknox.com

Agent Name: Michael Patterson

Address: 412 N. Cedar Bluff Rd, Ste 205

City, State, Zip: Knoxville, TN 37922

Phone: 865-560-1100

Fax: _____

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.

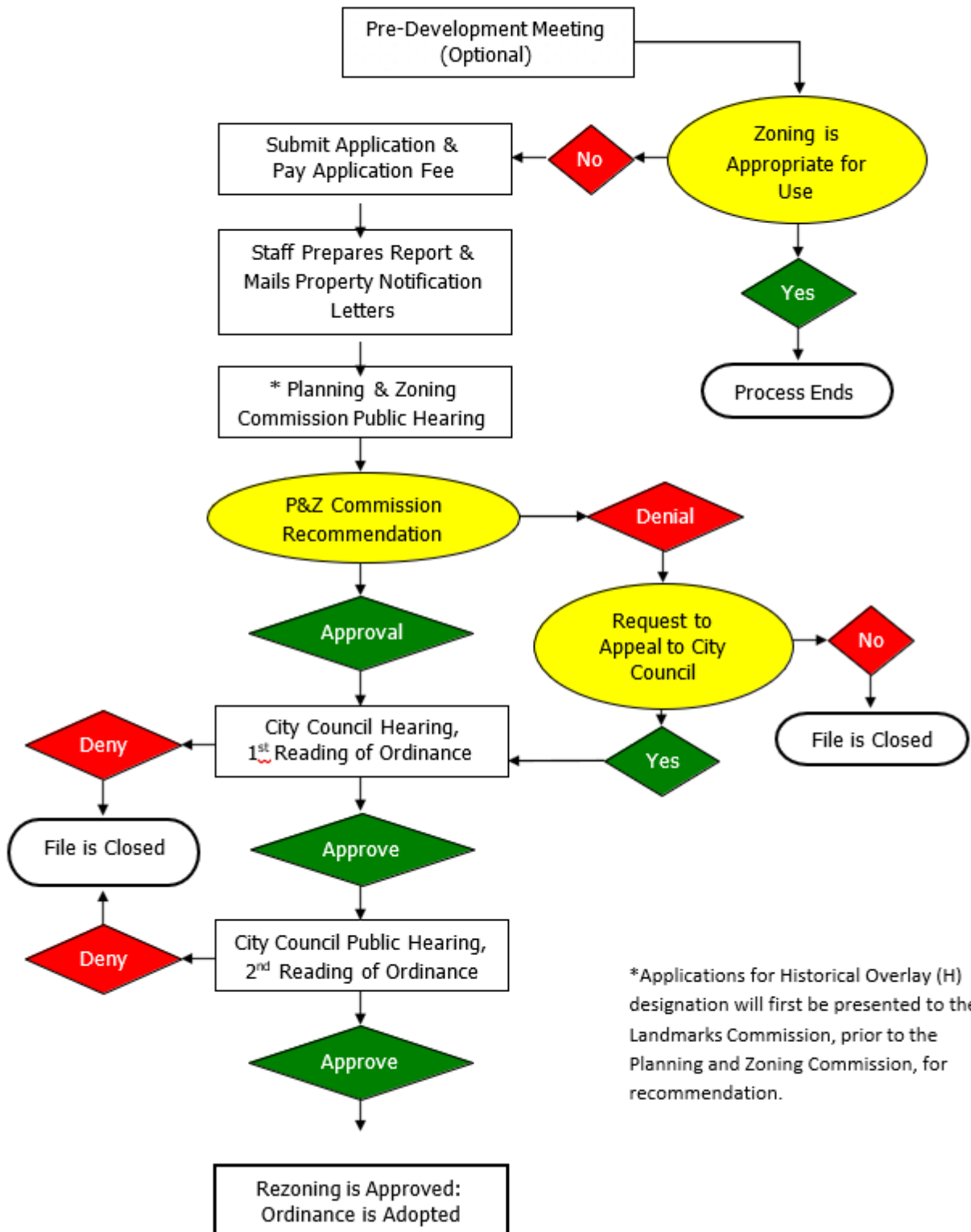
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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



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: _____

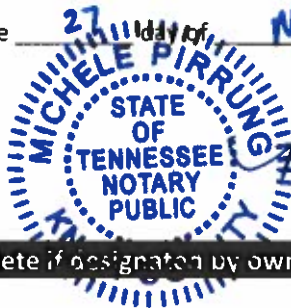
Date: 3.27.25

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 27 day of MARCH, 20 25



Michele Pirrung
NOTARY PUBLIC in and for the State of 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".

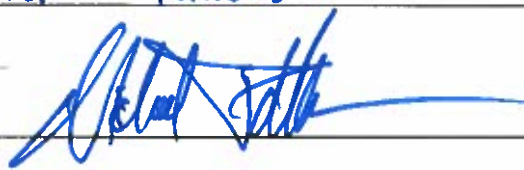
NOTE: If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.

- 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? ☐ 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): 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: _____



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

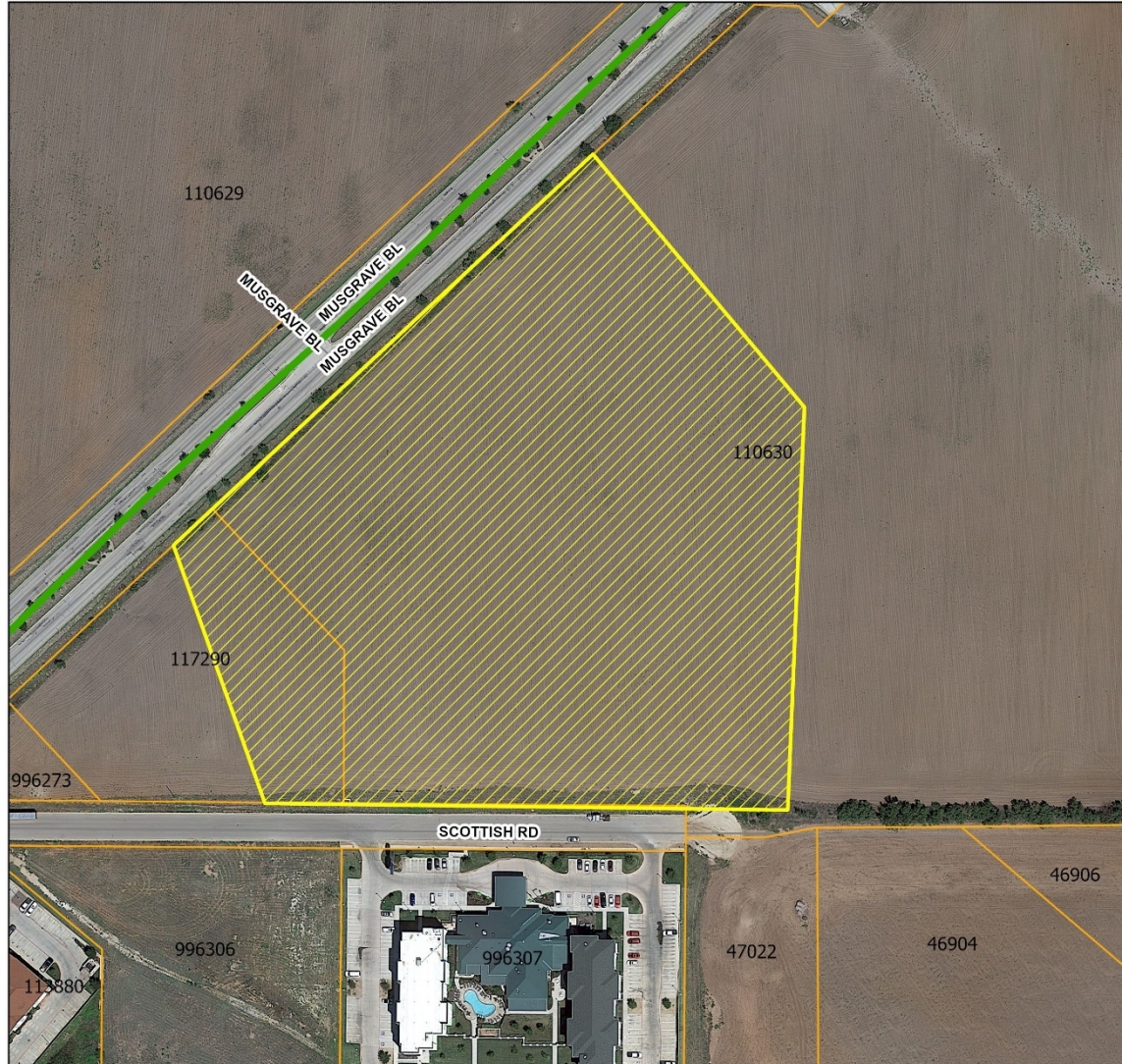
Planning & Zoning: June 3, 2025

Council Hearing: June 12, 2025
June 26, 2025





AERIAL LOCATION MAP



Legend

-  Z-2025-15
-  Courier Parcels
-  Collector

0.03

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2025-15
- Courier Parcels
- PD (Planned Development)
- GC (General Commercial)
- AO (Agricultural Open)
- Collector

0.03
Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS



© U9P4CX2W9G32D Timemark Verified



© 26BNDTGP2LMUKH Timemark Verified



Apr 24, 2025

Thu

Blvd, Abilene, TX 79601



© UE2NPRBW6LCC Timemark Verified





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

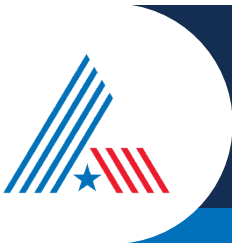
RESOURCE PRODUCTION AND EXTRACTION USES:

- 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





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

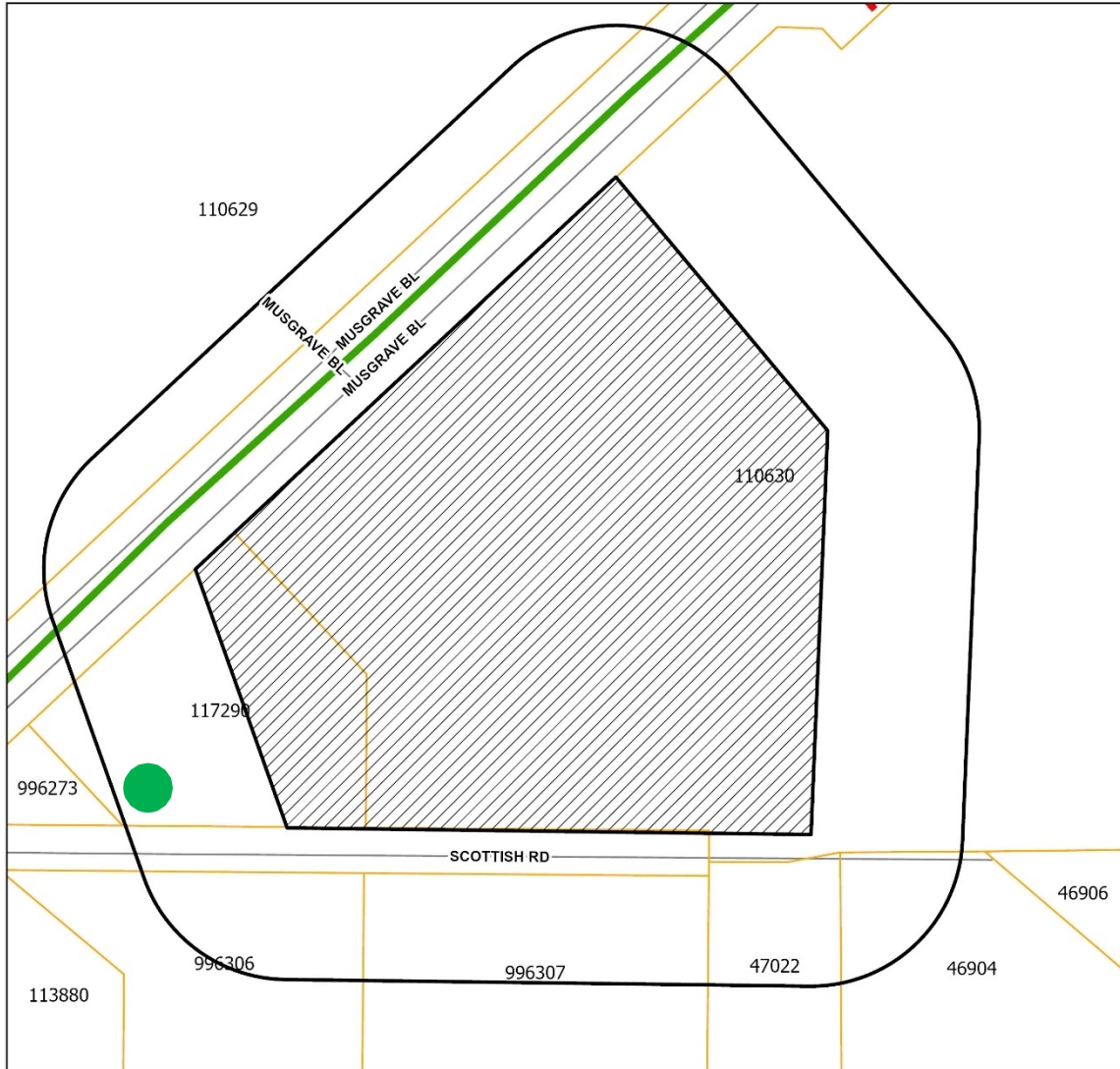
LEGEND

- 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





NOTIFICATION AREA MAP



Legend

- Z-2025-15
- Notification Area
- Courier Parcels
- Arterial
- Collector

1 - in Favor -

0 - in Opposition -

% OPPOSITION





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Staff Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **25. Ordinance (Final Reading) Z-2025-16:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Amend the Terms and Conditions of a Planned Development District (PDD-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. Sanford 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

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	
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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	
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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	

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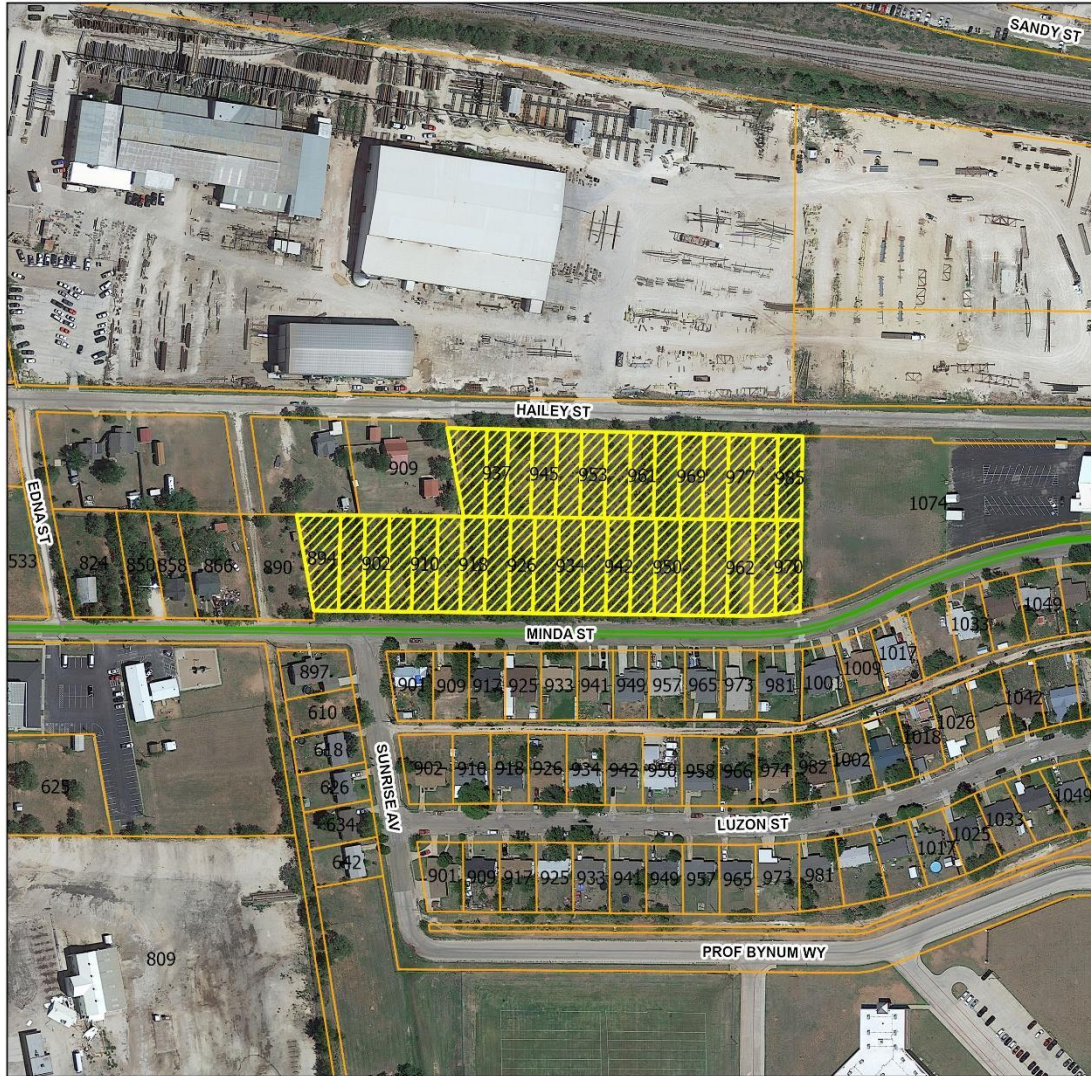
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CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
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SANFORD CONSTRUCTION LLC	1095909	898 MINDA ST	Applicant
SANFORD CONSTRUCTION LLC	1095910	894 MINDA ST	Applicant

NOTIFICATION MAP



LOCATION MAP



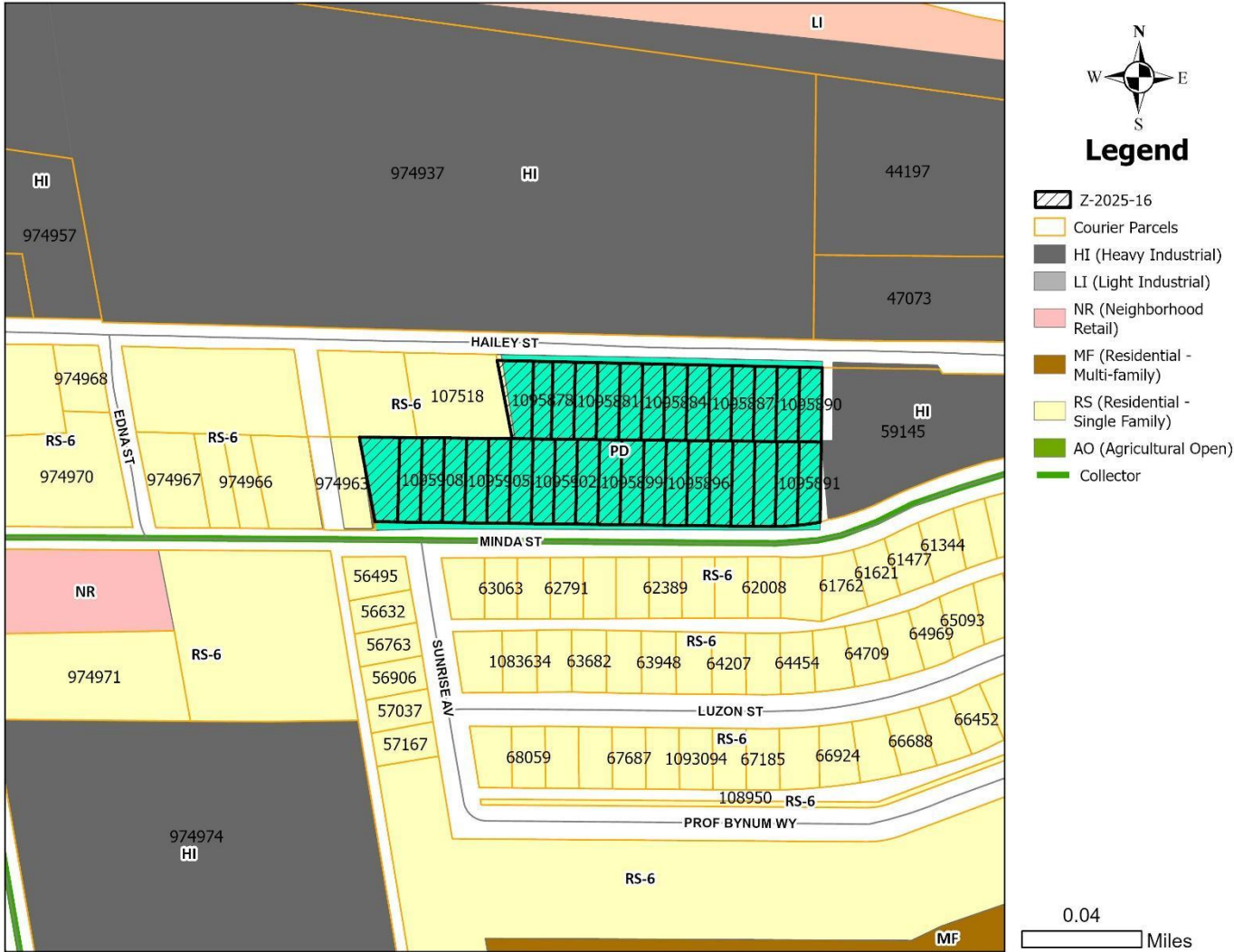
Legend

- Z-2025-16
- Courier Parcels
- Collector

0.04

Miles

ZONING MAP



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
lws2 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.

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
Requestor's Property Zoning: PDD-188
Requestor's Proposed Zoning: PDD-188

Your Name: SANFORD CONSTRUCTION LLC
Your Property Address: 894 MINDA ST
Your Parcel ID: 1095910
Signature: *Elva Wayne Sanford* 325-669-9830
☒ I am in favor of the request
☐ I am opposed to the request

Sanford Construction, LLC.

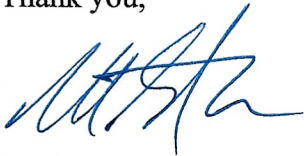
Commercial and Residential General Construction

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,

A handwritten signature in blue ink, appearing to read 'Ira Sanford', is written over a horizontal line.

Ira Wayne Sanford, Jr (Bo)

IWS2 Investments, LLC.
Sanford Construction, LLC.
901 Industrial Blvd.
Abilene, Texas 79602



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

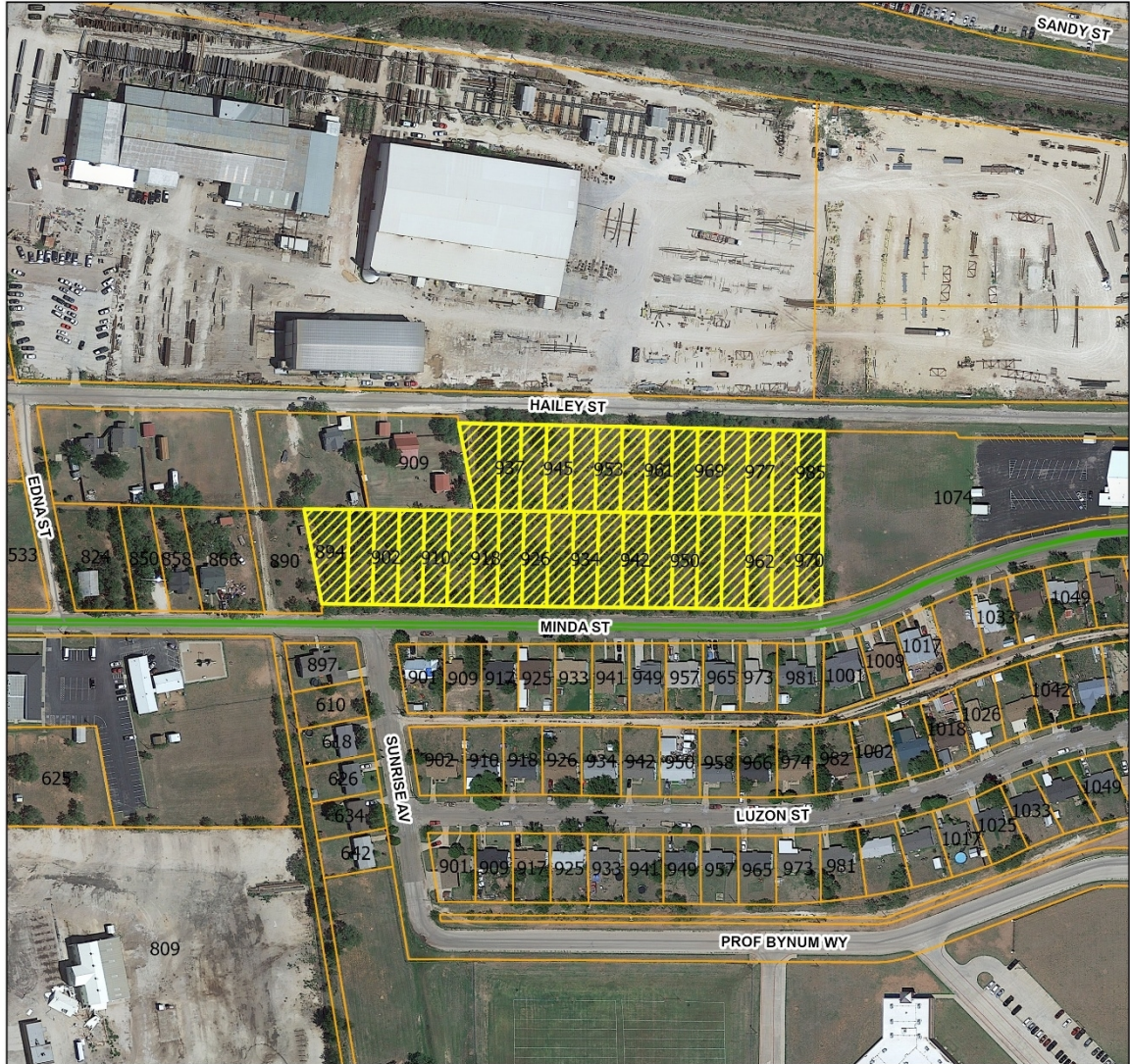
Planning & Zoning: June 03, 2015

Council Hearing: June 12, 2025
June 26, 2025





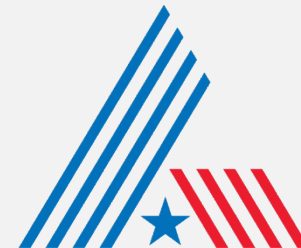
AERIAL LOCATION MAP



Legend

-  Z-2025-16
-  Courier Parcels
-  Collector

0.04
Miles



CITY OF
ABILENE
TEXAS





PROPERTY VIEWS





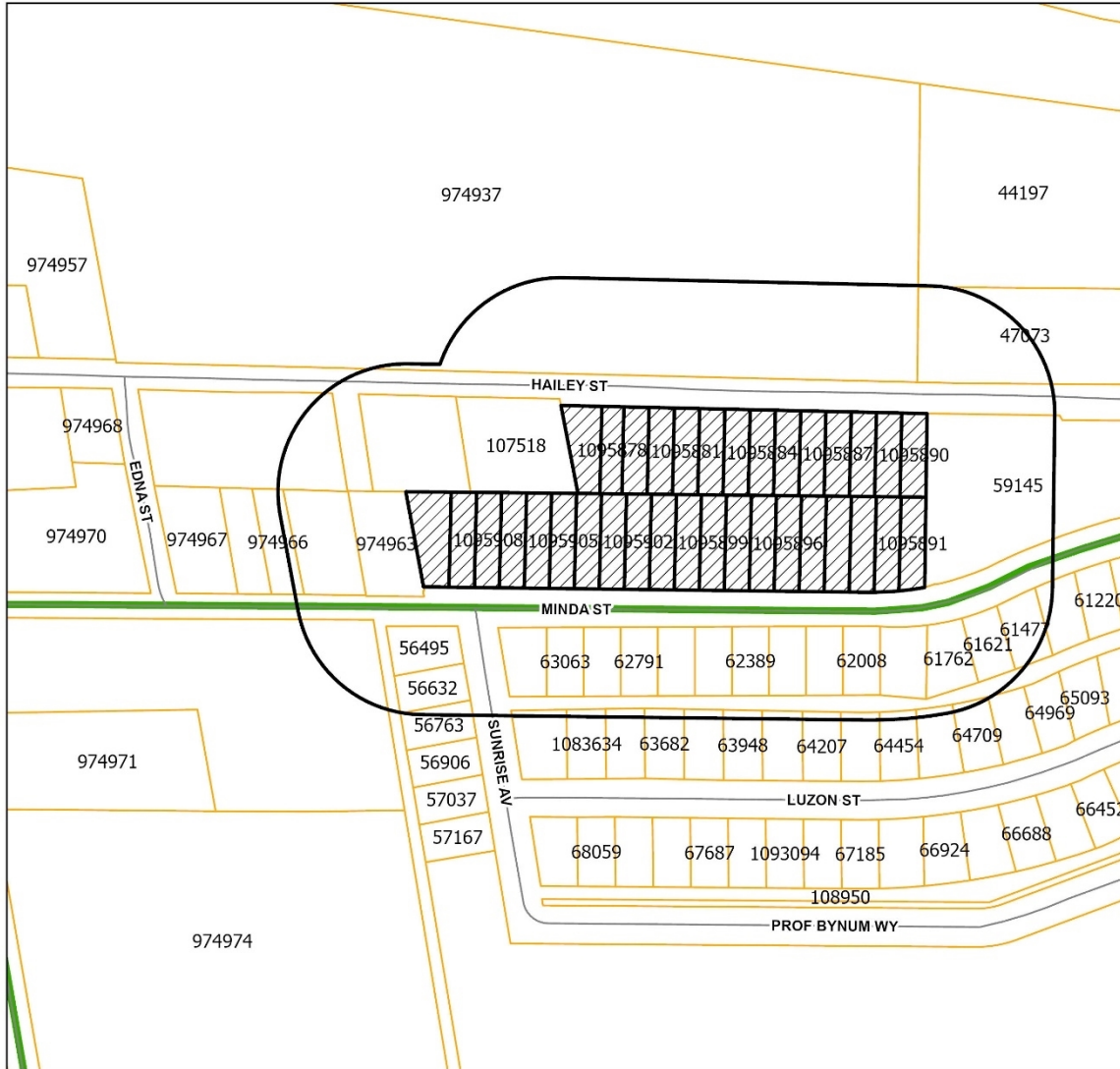
SURROUNDING PROPERTY VIEWS



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP

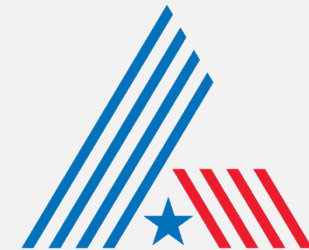


Legend

- Z-2025-16
- Notification Buffer
- Courier Parcels
- Collector

0 - in Favor -

0 - in Opposition -



CITY OF
ABILENE
TEXAS

0.04

Miles



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**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **26. Ordinance (Final Reading) Z-2025-17:** Receive a Report, Hold a Discussion and Public Hearing, 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)

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

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;

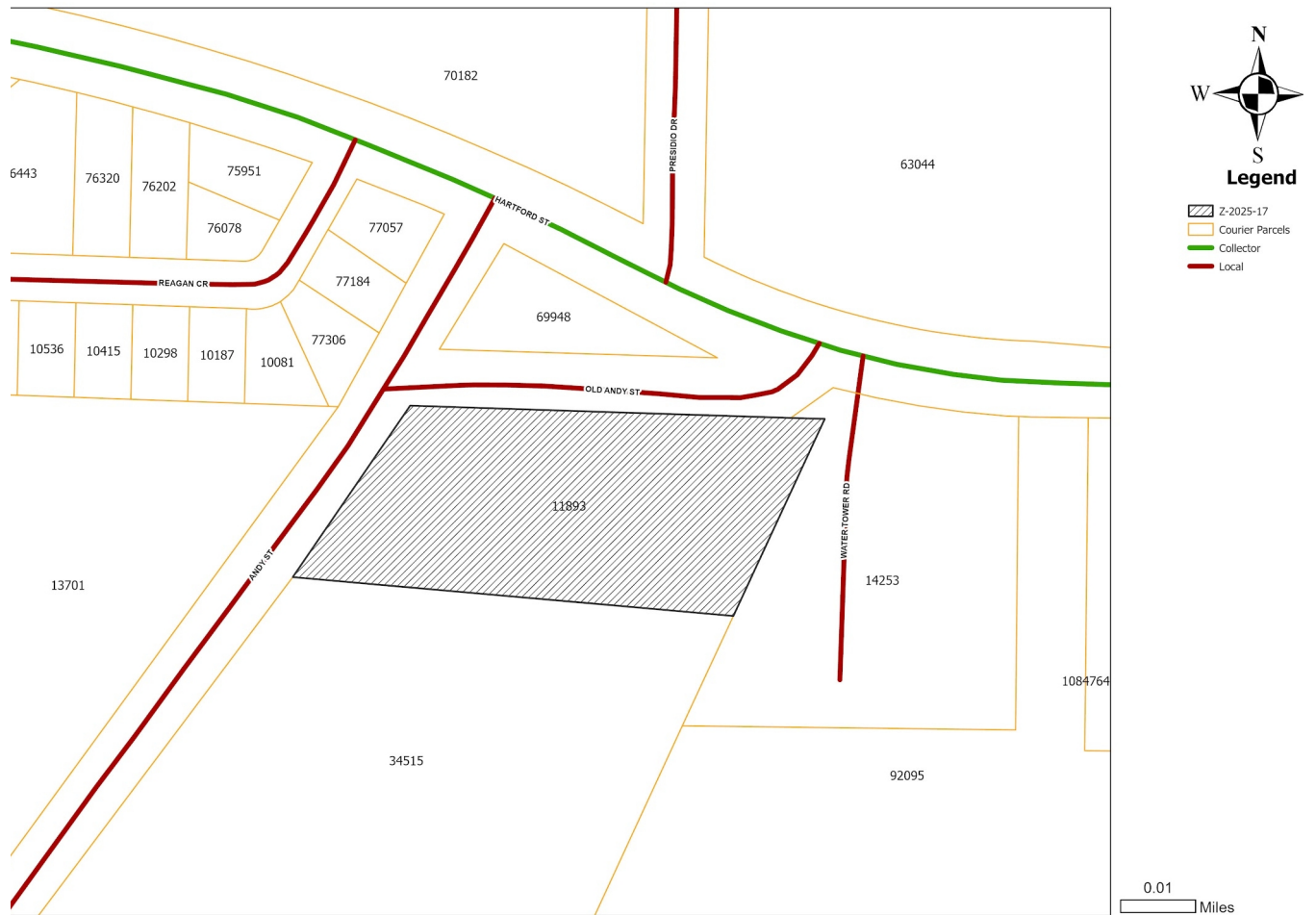
THENCE S25°32'00"W 229.36 FEET TO A ¾" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 1 BLOCK A, CONTINUATION NO. 2, TOWN AND COUNTRY VILLAGE ADDITION, AS SHOWN BY PLAT RECORDED IN CABINET 1, SLIDE 408, PLAT RECORDS, TAYLOR COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE NORTHEAST CORNER 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 ¾" 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



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

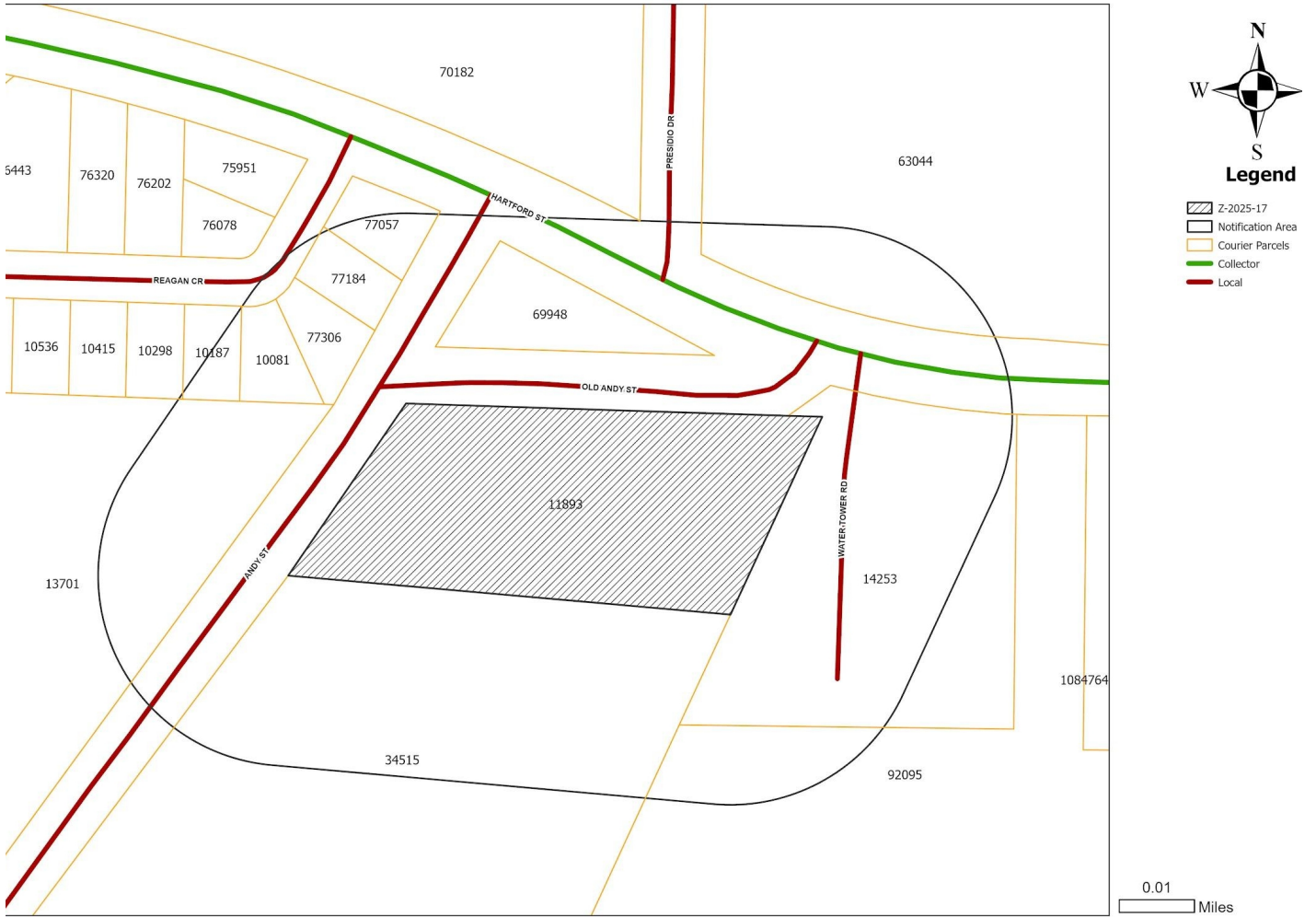
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IND SCHOOL DIST	70182	5340 HARTFORD ST	
BEL AIR WEST LLC	63044	5220 HARTFORD ST	
CITY OF ABILENE	14253	5221 HARTFORD ST	
FL20 INC	13701	1373 CORSICANA AV	
FL20 INC	13701	1371X CORSICANA AV	
HOUSING AUTHORITY OF THE CITY OF ABILENE	34515	1351 ANDY ST	
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

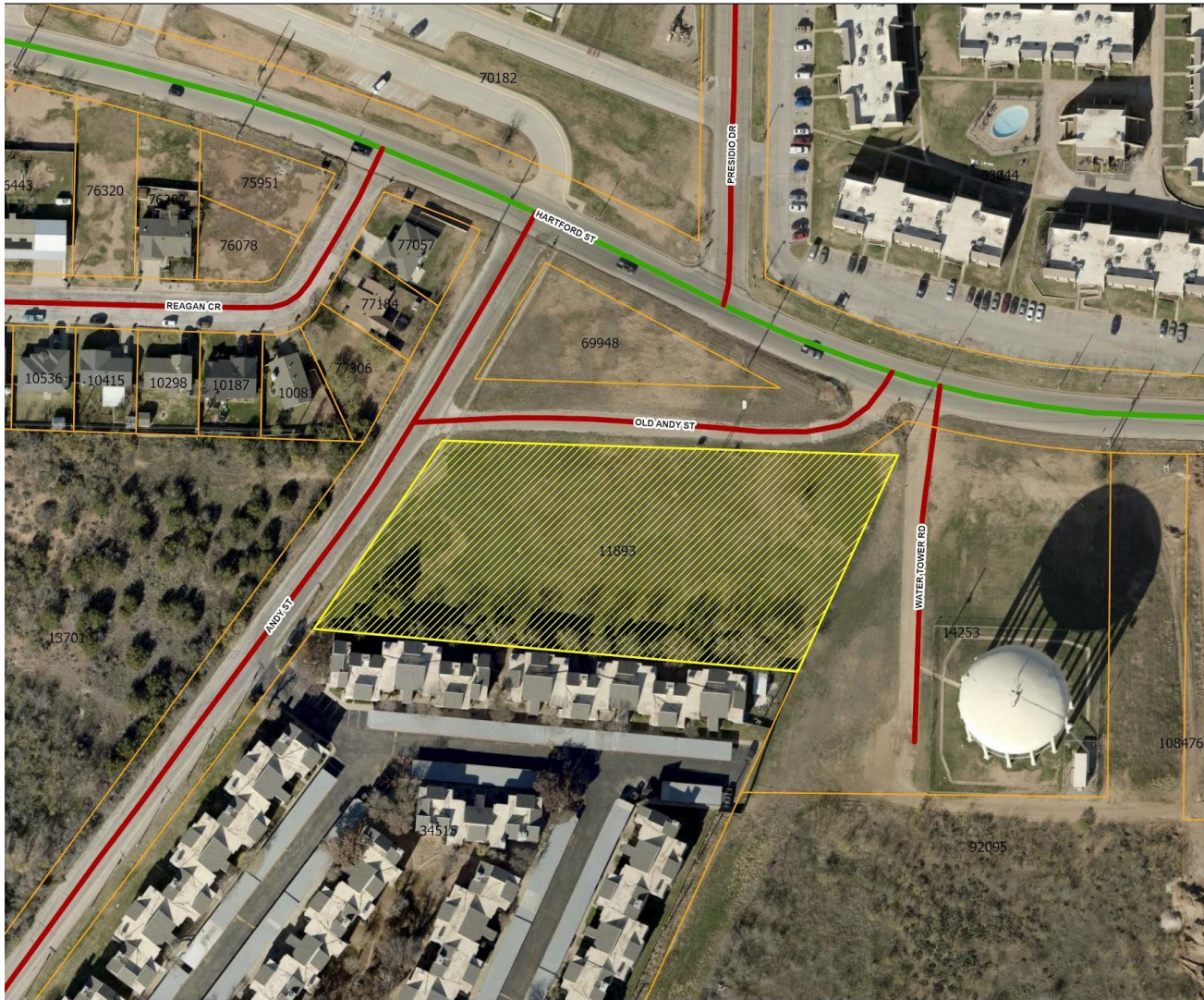
Legend: O - Opposed, F - In Favor

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



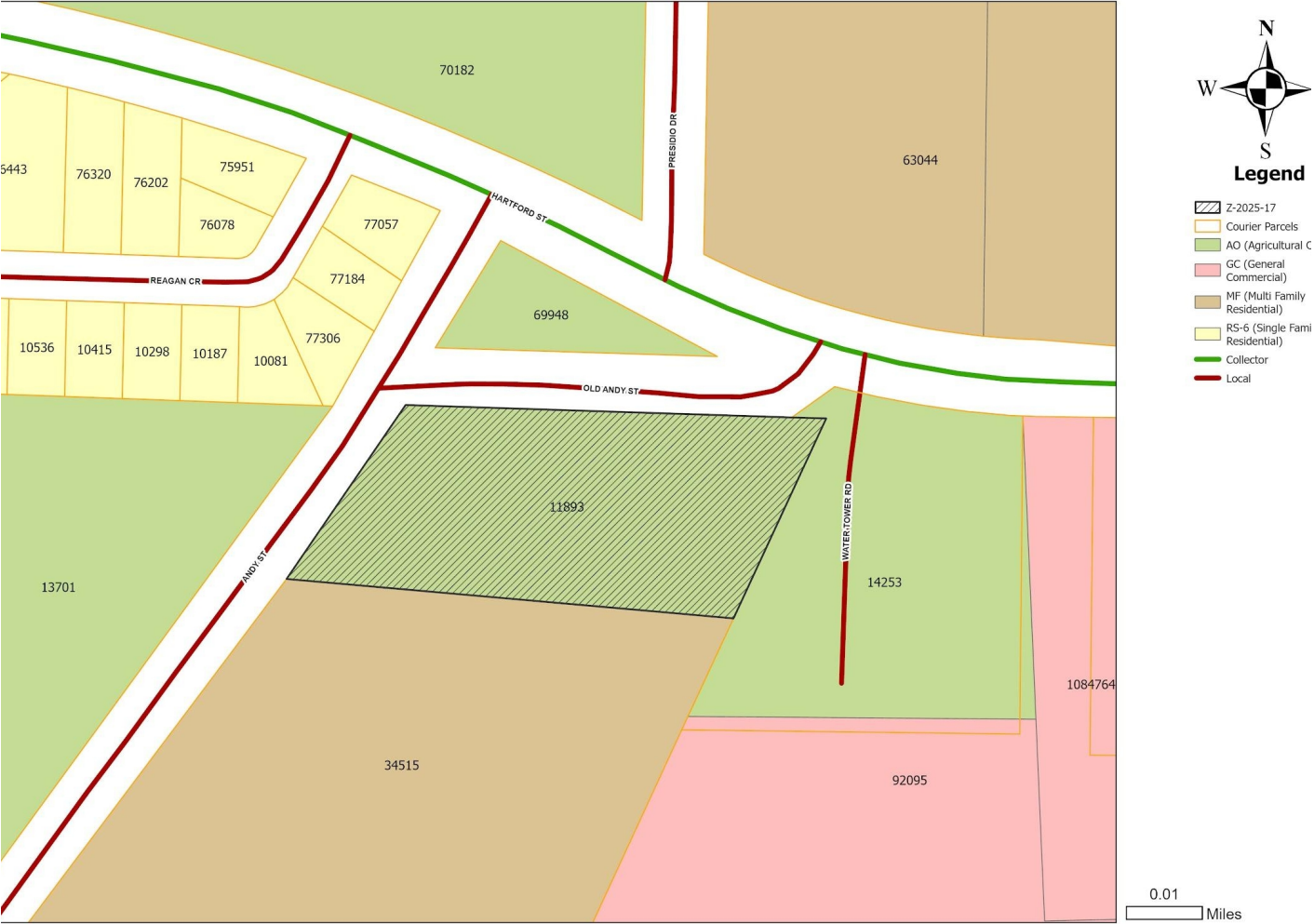
LOCATION MAP



- Z-2025-17
- Courier Parcels
- Collector
- Local

0.01
Miles

ZONING MAP



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.

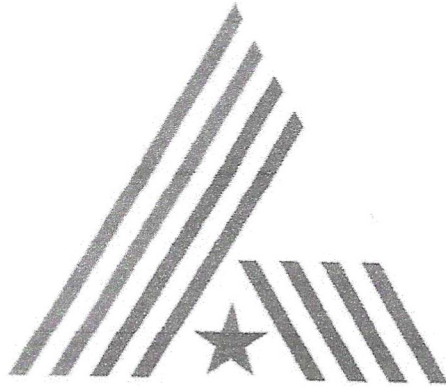
SEE ATTACHED PLAT



James L. Williams, Jr.
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
Plat 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 SUBMITTALS 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 1 ST READING	CITY COUNCIL 2 ND 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
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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
Other: _____ | ☐ Proportionality Appeal | ☐ Vested Rights Petition | ☐ Appeal |
|--|---|---|---------------------------------|

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

Phone: _____

Fax: _____

Email: _____

Agent Name: Samuel Edwards

Address: 800 35th St.

City, State, Zip: Snyder, TX 79549

Phone: 469 381 2308

Fax: _____

Email: Sam@creolutions2.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: [Signature]

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 | ☐ 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

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.

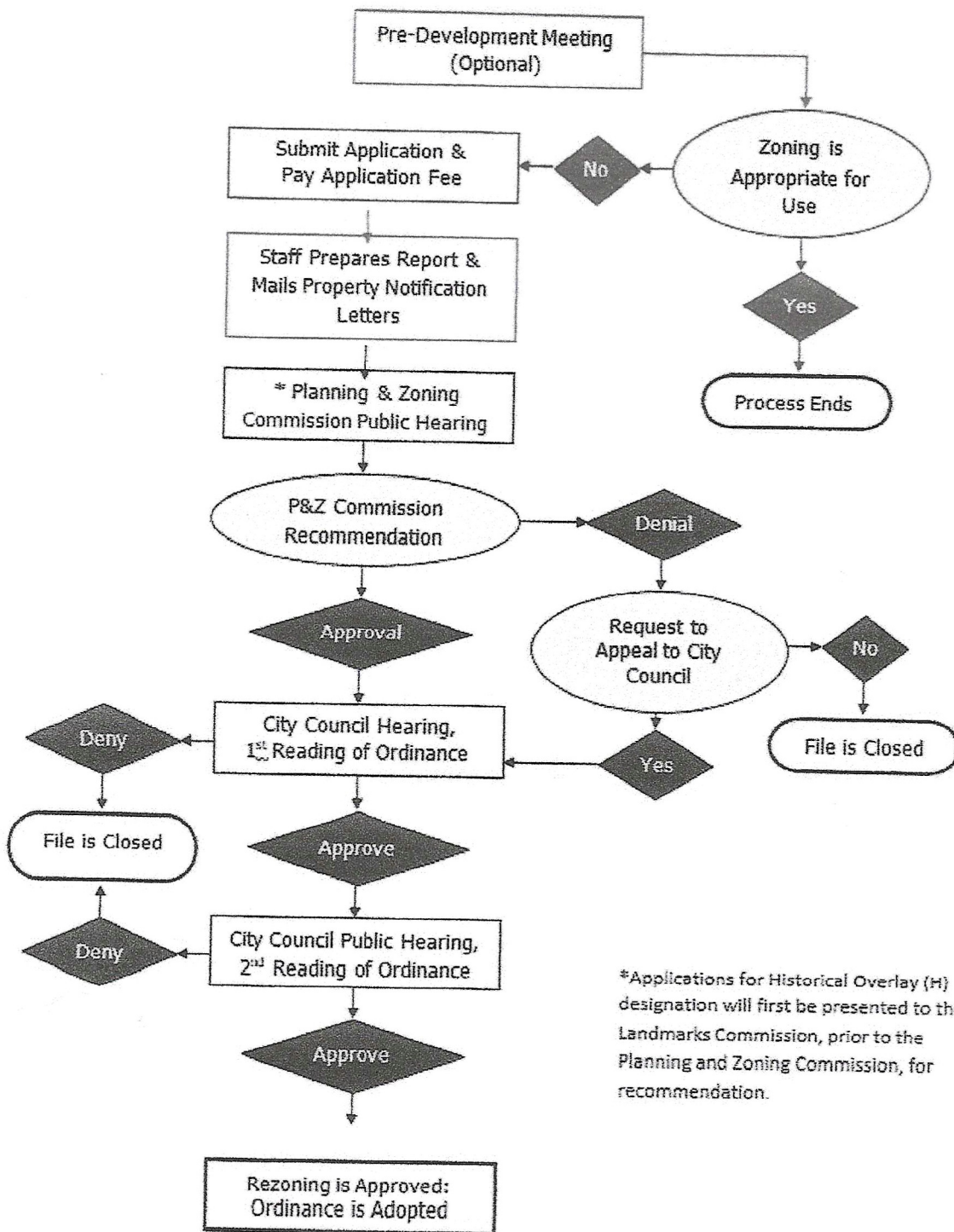
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No.

Other Required Forms - Disclosure of Interest (See Attached)

ZONING APPLICATION

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





ZONING APPLICATION

Owner Authorization and Representative Designation

Property Description

Subdivision: Anderson & Berry

Zoning Classification(s): A0

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

Phone: _____

State: Texas

Zip Code: 79605

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: Nidia Romo

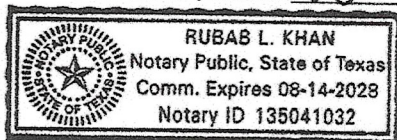
Date: 4-16-25

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 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@CEResolutions2.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: [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

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. 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: _____

DATE: _____



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, 2025

*(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



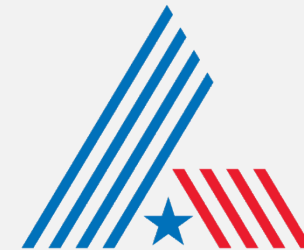


AERIAL LOCATION MAP



- Z-2025-17
- Courier Parcels
- Collector
- Local

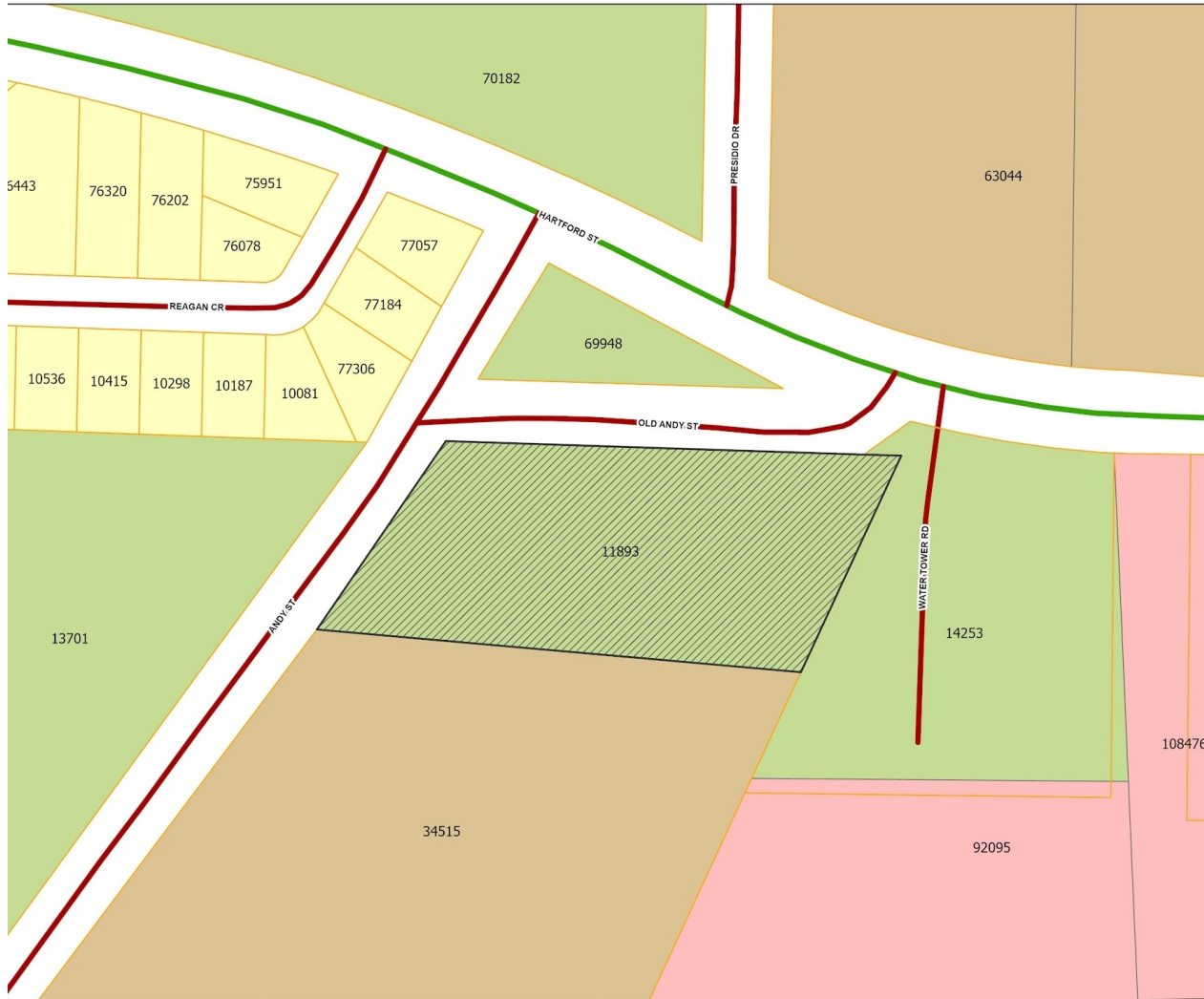
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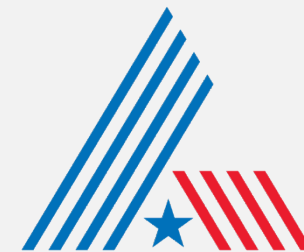
CITY OF
ABILENE
TEXAS



ZONING MAP



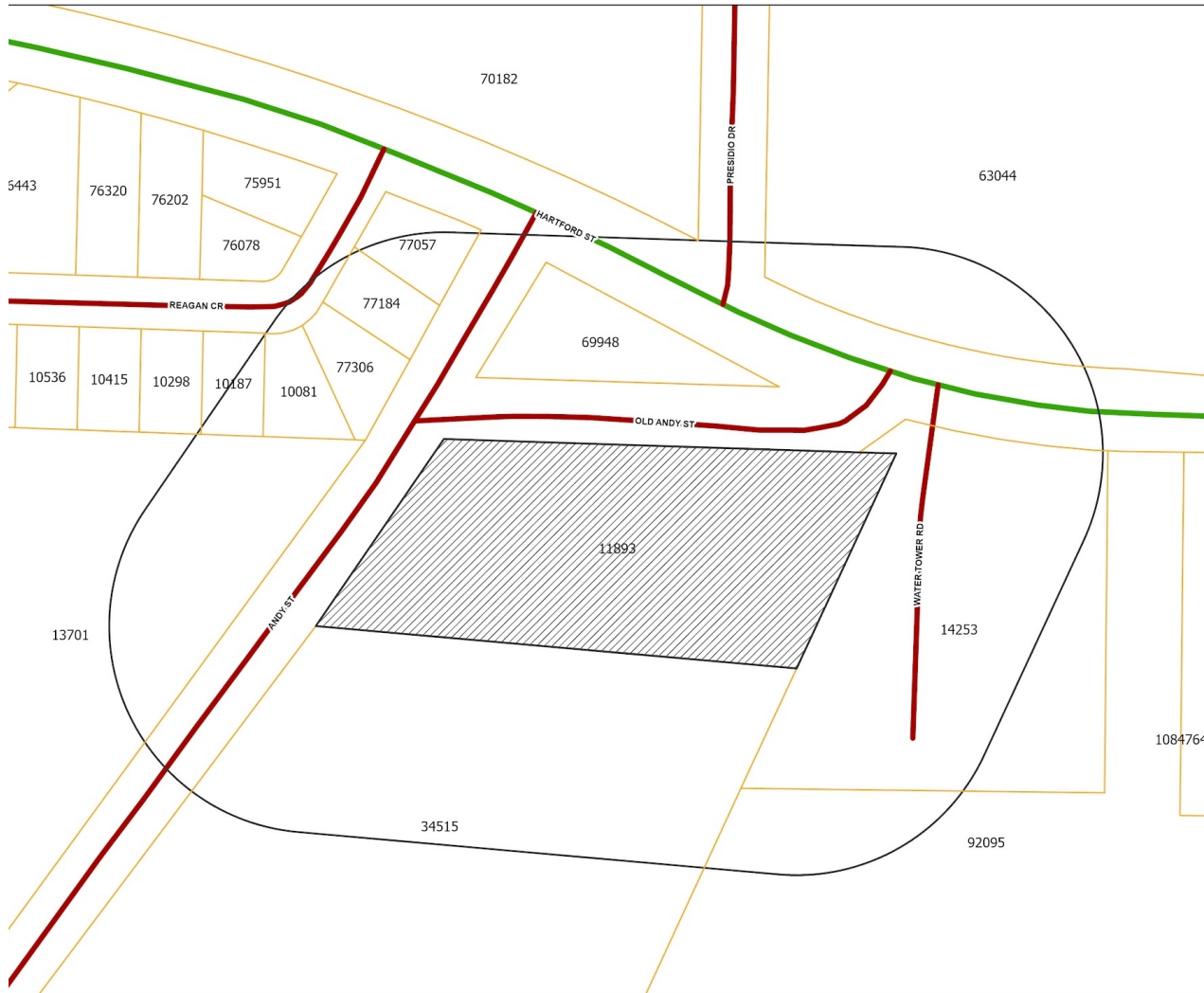
- Legend**
- Z-2025-17
 - Courier Parcels
 - AO (Agricultural C
 - GC (General Commercial)
 - MF (Multi Family Residential)
 - RS-6 (Single Fami Residential)
 - Collector
 - Local



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP



- Legend**
- Z-2025-17
 - Notification Area
 - Courier Parcels
 - Collector
 - Local

- 0 - in Favor - ●
- 0 - in Opposition - ●
- % OPPOSITION





PROPERTY VIEWS



M | May 22, 2025
DT | Thurs
Abilene, TX 79605

© 1NLNMU1TM4WRH9 Timemark Verified



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





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





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **27. Ordinance (Final Reading) Z-2025-18:** Receive a Report, Hold a Discussion and Public Hearing, 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

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

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:

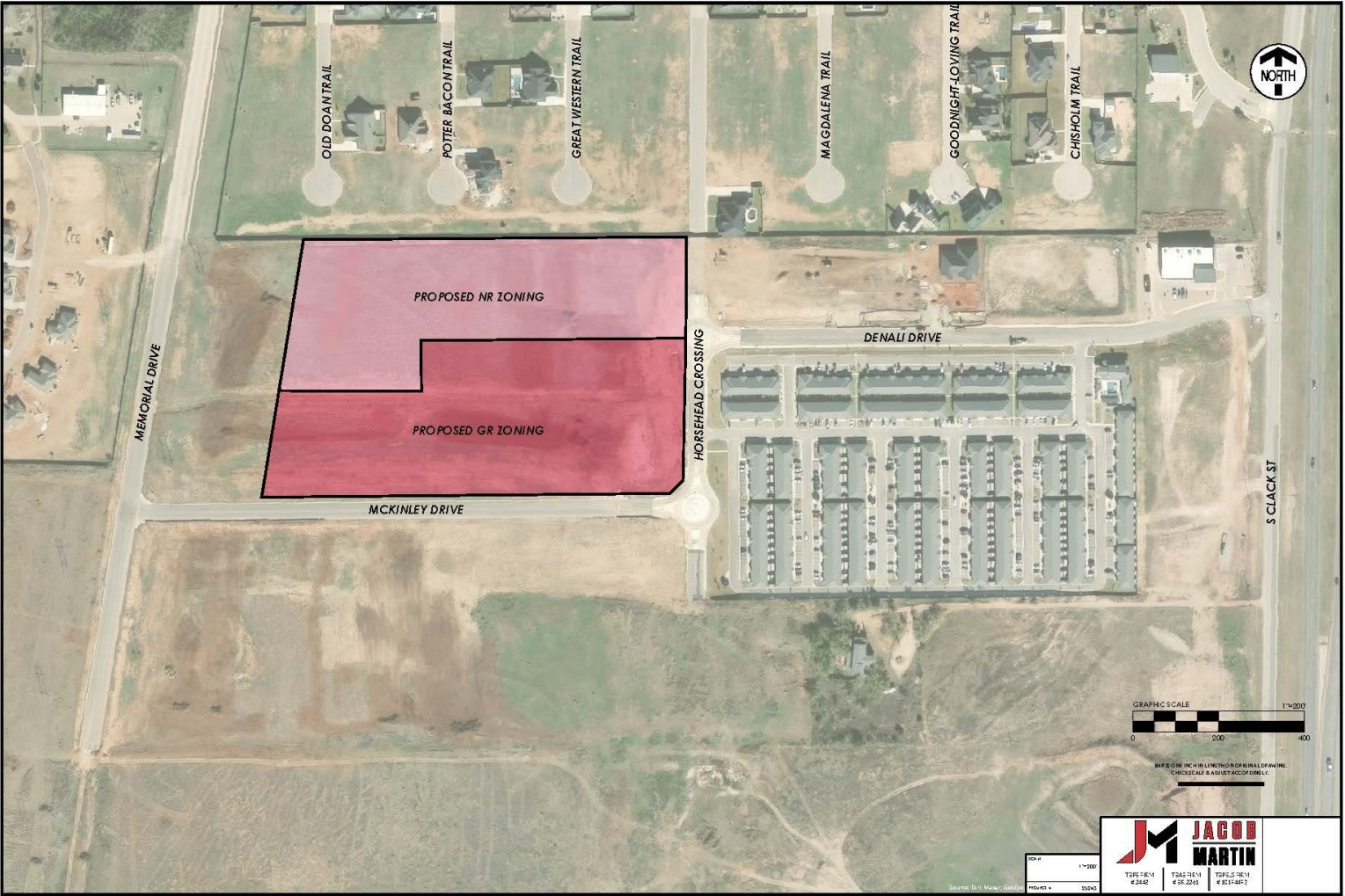
- S89°43'20"E, a distance of 332.52 feet to a point;

- 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

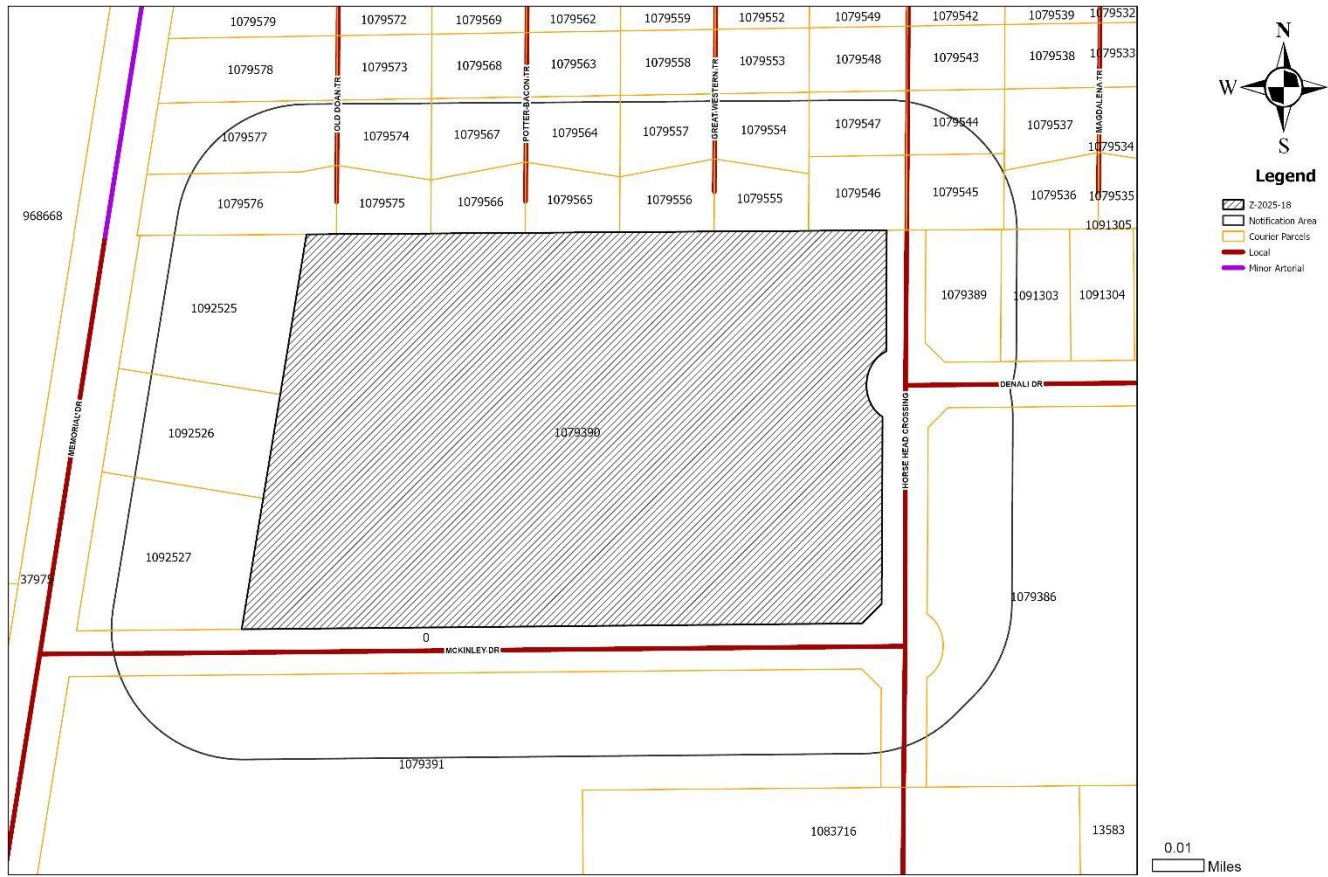
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 23, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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

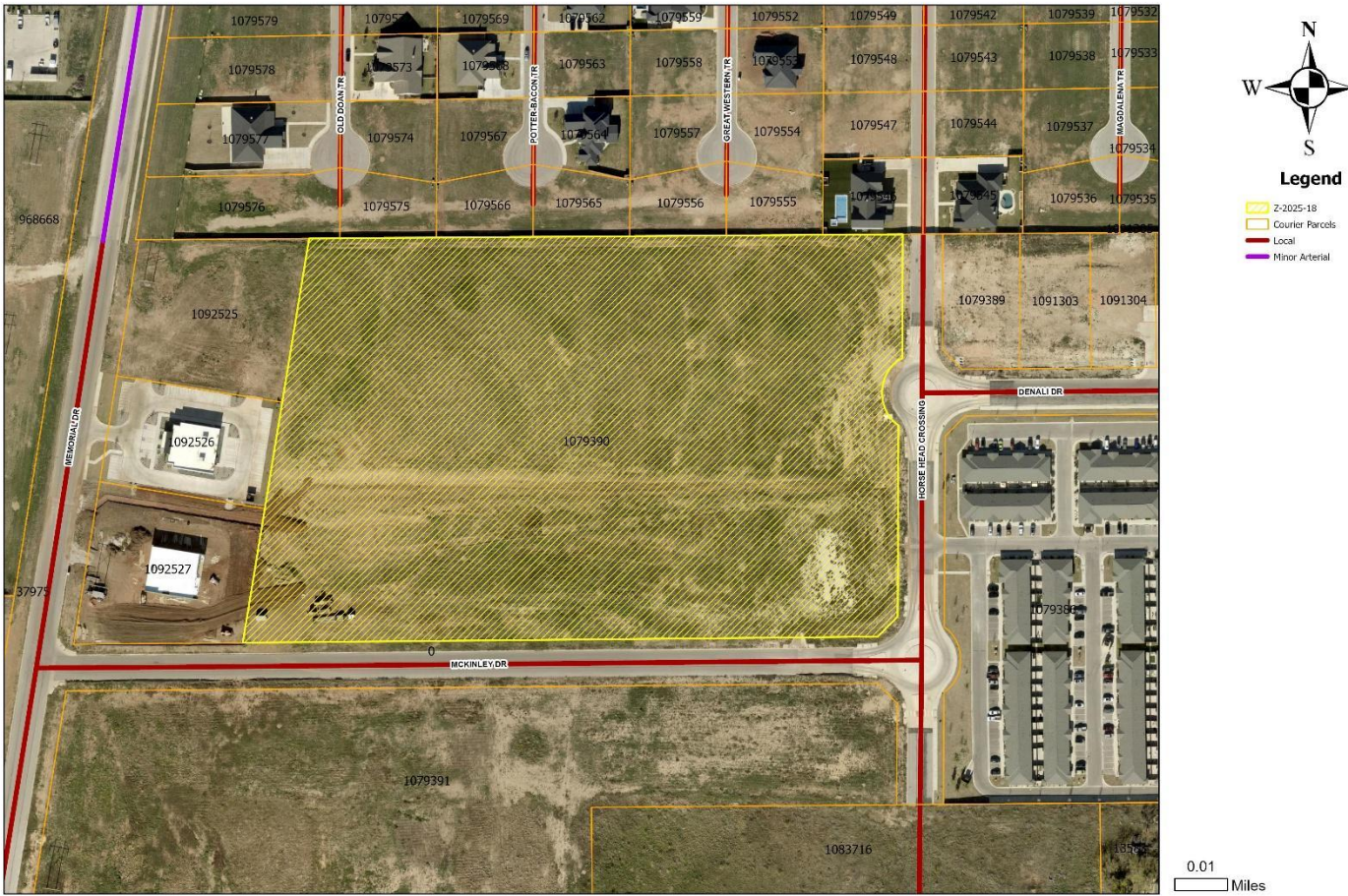
PROPERTY ID		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SCP15 PARTNERS LP	1079386	1701 DENALI DR	
DLG BIG COUNTRY PROPERTIES LLC	1079389	1938 DENALI DR	F
PB 6950 LLC	1079390	6817X HORSE HEAD CROSSING	APPLICANT
PB 6950 LLC	1079391	6887 MEMORIAL DR	F
PB 6950 LLC	1079391	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.**

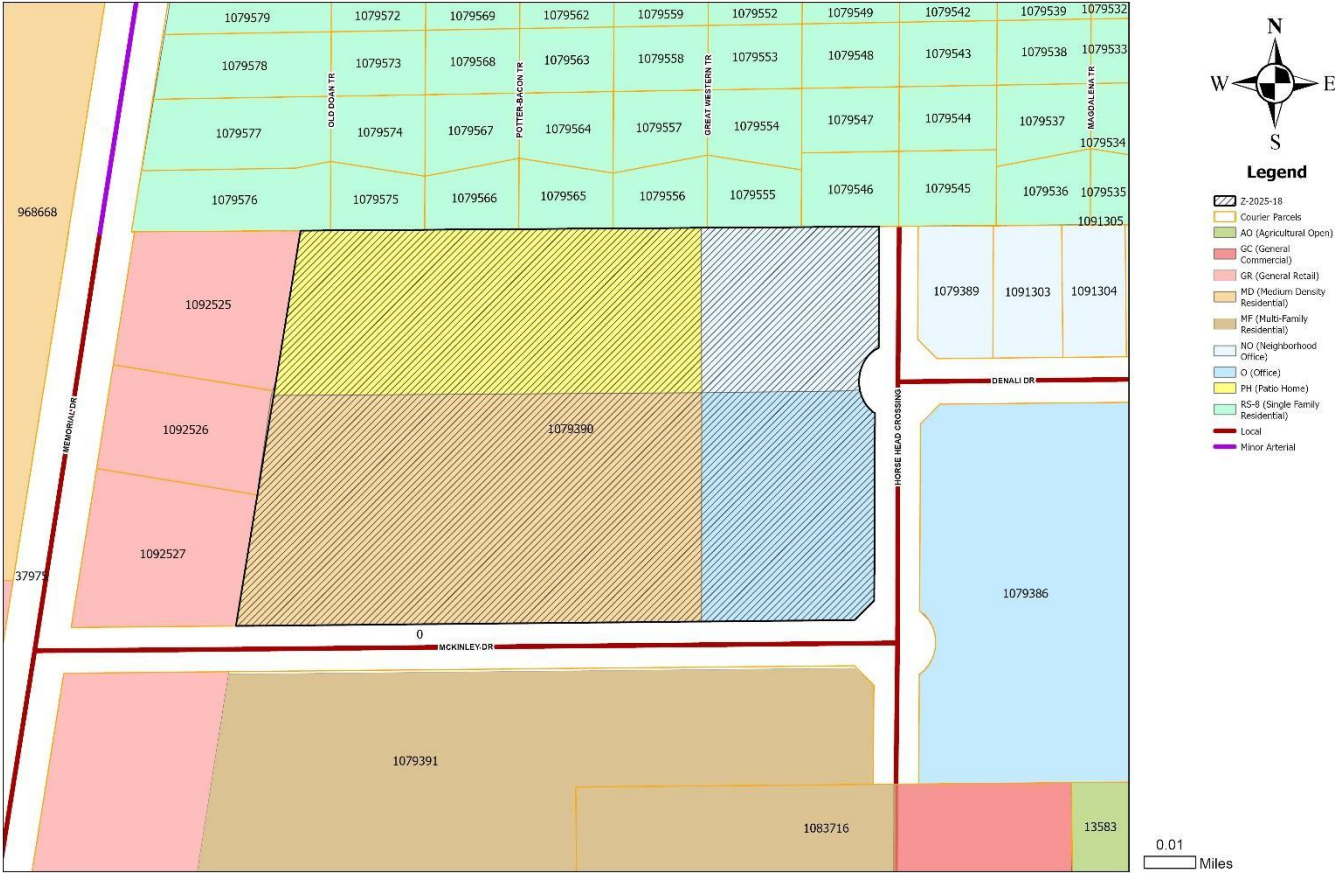
NOTIFICATION MAP



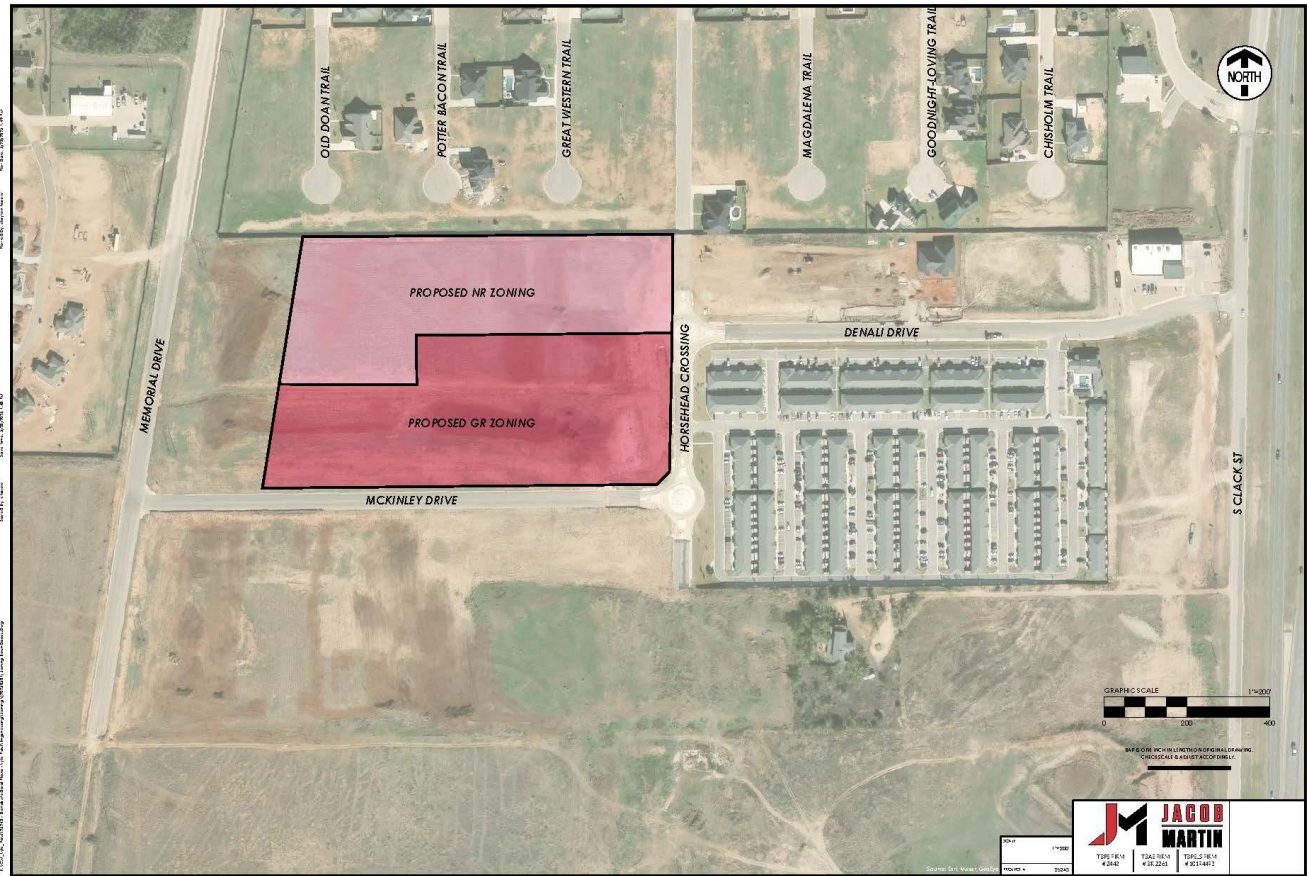
LOCATION MAP



ZONING MAP



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

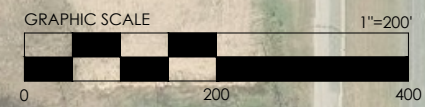
PH, NO, MD, O

Proposed Zoning

NR & GR

Agree to Terms

Clayton Farrow 4-28-2025



BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE & ADJUST ACCORDINGLY.

SCALE	1"=200'
PROJECT #	25243

**JACOB
MARTIN**

TBAE FIRM # 2448	TBAE FIRM # BR 2261	TBPELS FIRM # 10194493
---------------------	------------------------	---------------------------



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.



PB 6950 LLC
1848 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
Requestor's Property Zoning: PH, NO, MD, O
Requestor's Proposed Zoning: NR, GR

Your Name: PB 6950 LLC
Your Property Address: 6817X HORSE HEAD CROSSING
Your Parcel ID: 1079390

I am in favor of the request ☒

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>
To: planning@abilenetx.gov

Mon, Jun 2, 2025 at 12:02 PM

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%3DAsBbQGds7Bcd6FVD0P-5GU8yRsAjaOvHCs7BpSTZD2fQ%40mail.gmail.com>.

Kelsey Wolfe <kelseywolfe24@gmail.com>
To: planning@abilenetx.gov

Mon, Jun 2,

I forgot to add my address:
[6733 Potter-Bacon Trail](#)

Kelsey Wolfe

6/4/25, 11:42 AM

City of Abilene Mail - [Planning] Opposition to Zoning Case #Z-2025-18

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

--
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To view this discussion visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/9842299D-D82E-41DF-8793-7A3D5FB008DB%40gmail.com>.



Ivey, Clarissa <clarissa.ivey@abilenetx.gov>

[Planning] Zoning Application No. Z-2025-18

1 message

Richard Wolfe <Richard@wolfecpa.com>
To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Mon, Jun 2, 2025 at 1:10 PM

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

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You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/SA1PR14MB4627147BDD00498CE28E6F06D762A%40SA1PR14MB4627.namprd14.prod.outlook.com>.



DLG BIG COUNTRY PROPERTIES LLC
289 EDGE CLIFF CT 289 EDGE CLIFF CT
ABILENE, 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.

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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
Requestor's Property Zoning:	PH, NO, MD, O	Your Property Address:	1922 DENALI DR
Requestor's Proposed Zoning:	NR, GR	Your Parcel ID:	1097303
		Signature:	

☐ I am opposed to the request

☒ I am in favor of the request

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.

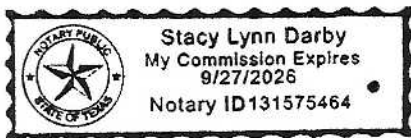
Property Owner's Signature: _____ Date: 4-29-2025

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 29th day of April, 20 25



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, 1 in Opposition

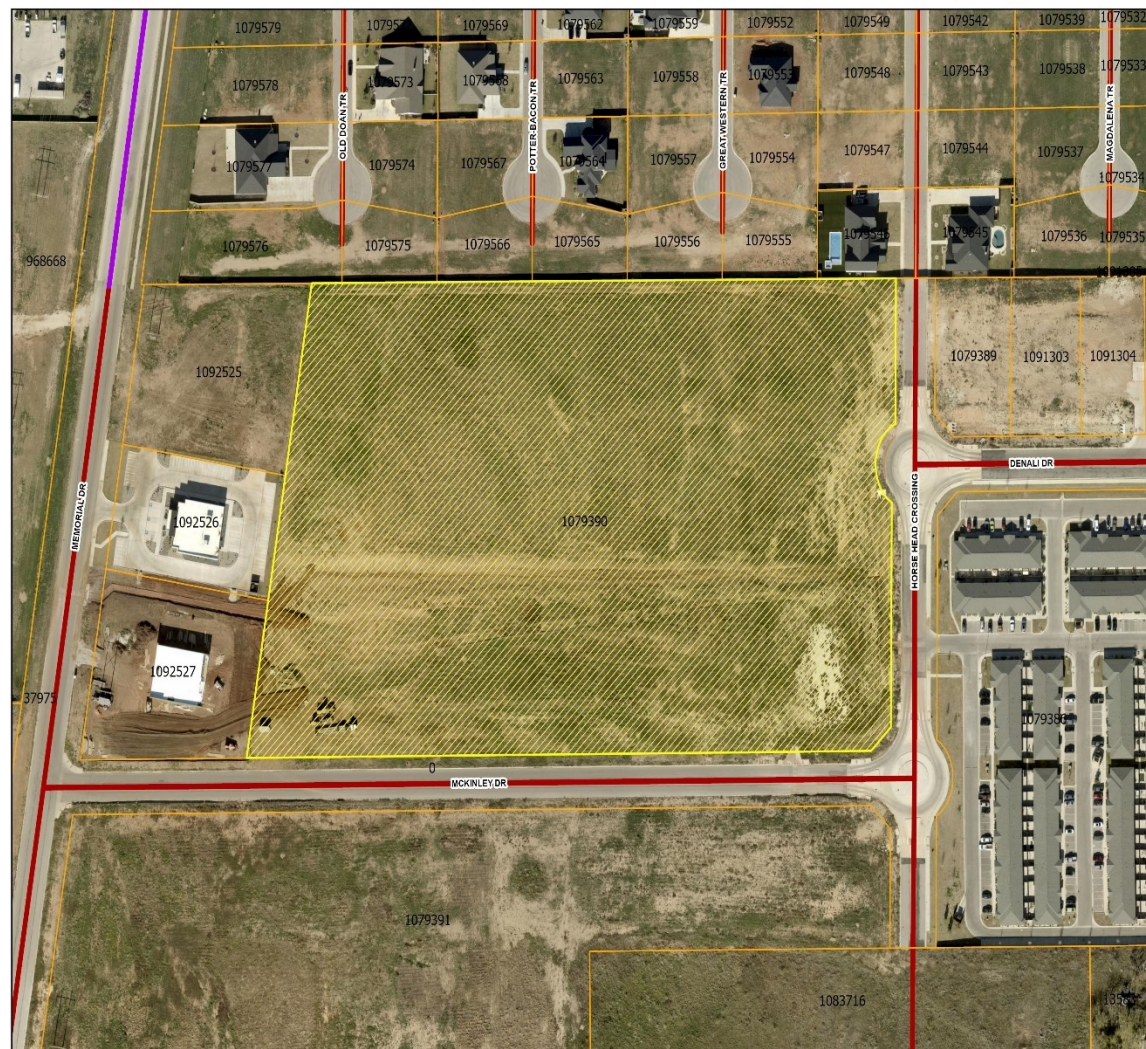
Planning & Zoning: June 03, 2015

Council Hearing: June 12, 2025
June 26, 2025





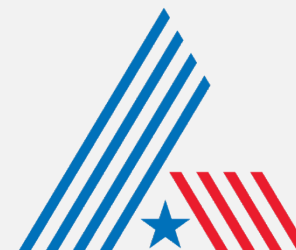
AERIAL LOCATION MAP



Legend

- Z-2025-18
- Courier Parcels
- Local
- Minor Arterial

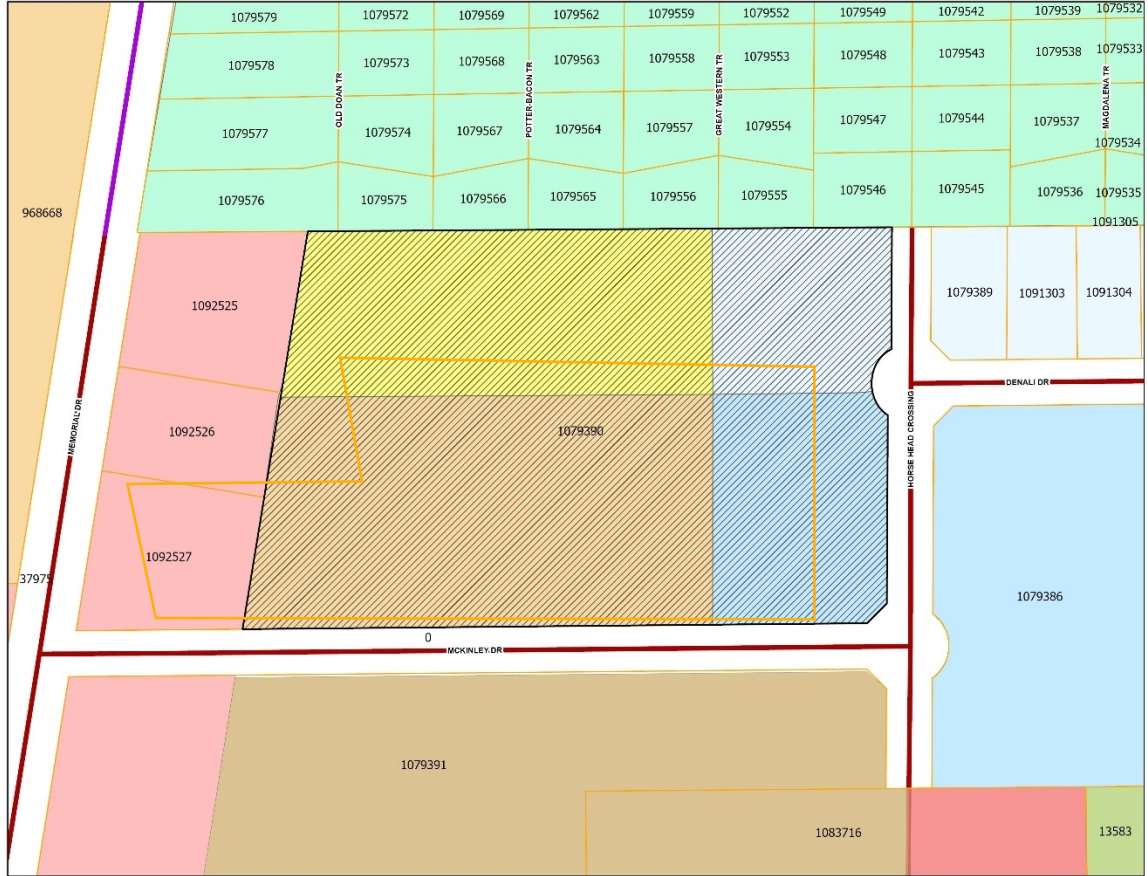
0.01
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- 2-2025-18
- County 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





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





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





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

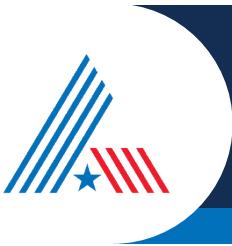
RESOURCE PRODUCTION AND EXTRACTION USES:

- 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
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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

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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)
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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

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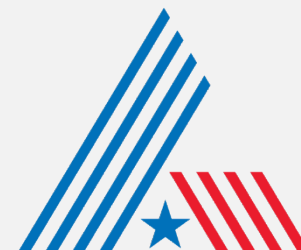


PROPERTY VIEWS





SURROUNDING PROPERTY VIEWS

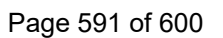
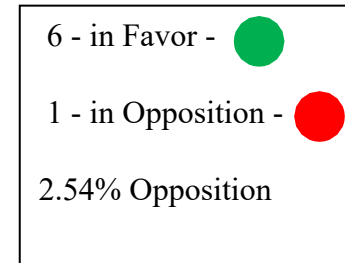


CITY OF
ABILENE
TEXAS



PROPOSED ZONING BOUNDARIES







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**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/26/2025

TO: Honorable Mayor & Members of the City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 28. 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: 6/26/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 29.

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*)

- Abilene-Taylor County Child Advocacy Center Board
- Abilene-Taylor County Events Venue District Board
- Street Maintenance Advisory & Appeals 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 26th day of June, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Abilene-Taylor County Child Advocacy Center Board

Kyle McAlister [New]

November 2026
[unexpired term]

Abilene-Taylor County Event Venue District Board

Miguel Espinoza [New]

November 2027

Street Maintenance Advisory & Appeals Board

James Bailey [New]

March 2027



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

- Abilene-Taylor County Child Advocacy Center Board
 - Kyle McAlister [New]
- Abilene-Taylor County Events Venue District Board
 - Miguel Espinoza [New]
- Street Maintenance Advisory & Appeals Board
 - James Bailey [New]

